

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, November 15, 2023 7:00 PM

Council Chambers 70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

School of the Arts - One Act Play Region Champs

Approval of Prior Meeting Minutes

2. October 23, 2023 Special Call, Executive Session, and Regular Meeting

Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

- 3. Provision of Landscape and Maintenance Services on an Annual Contract
- 4. TI Training Firearms Training Simulator (FATS) Purchase Proposal

- 5. Scenic Highway Pole Replacement Project
- 6. South Town Square Underground Electrical Project
- 7. Wayside Underground Electric Project
- 8. Resolution to Approve Authorized Officials and Voting Delegates to Electric Cities of Georgia, Inc.
- Authorization to sign signature cards and approval of resolution for 2023 Bond Series Bank Accounts
- <u>10.</u> Ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2024
- 11. Resolution to Appoint Municipal Electrical Authority of Georgia (MEAG) Voting Delegates

Public Hearing New Business

Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

- <u>12.</u> RZR2023-00020; City of Lawrenceville; 360, 342, & 328 N Perry Street; 112 W Oak Street; 287, 247, 248, 288, 344, & 372 N Clayton Street; 145 & 164 Oak Street; 269, 292, 386, 407, & 409 Chestnut Street
- 13. CIC2023-00011; Enterprise Leasing Company of Georgia, LLC; 176 Scenic Highway

Council Business Old Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

14. Settlement Agreements related to RZR2023-00020

Council Business New Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- 15. Acquisition of GDOT Surplus Property 161900 Parcel A (SE Corner of Buford Drive and East Pike Street Intersection)
- <u>16.</u> Acquisition of GDOT Surplus Property 161900 Parcel B (NW Corner of Buford Drive and East Pike Street Intersection)

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



AGENDA REPORT MEETING: REGULAR SESSION, NOVEMBER 15, 2023 AGENDA CATEGORY: CONSENT AGENDA

Item: Provision of Landscape and Maintenance Services on an Annual Contract

Department: Public Works

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$612,331.68

Presented By: Jim Wright, Public Works Director

Action Requested: Award Provision of Landscape and Maintenance Services on an Annual

> Contract to the highest scoring firm, Mariani Enterprises, LLC d/b/a Ed Castro Landscape in the amount of \$612,331.68. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts

to follow award.

Summary: This contract provides comprehensive landscaping maintenance services on the sites of 31 locations throughout the City. This agreement also provides for landscaping enhancements on a time and materials basis, irrigation services, and optional treatment services.

Fiscal Impact: Amount of \$612,331.68. This project is funded by the Lawn Care Fund (1001565.522140).

Attachments/Exhibits:

Score Tabulation **Cost Tabulation** Proposal **Proposal Response**

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RP003-24 Provision of Landscape and Maintenance Services on an Annual Contract Public Works

			BrightView Landscape Services, Inc.	Cumberland Landscape Group, LLC	Mariani Enterprises, LLC d/b/a Ed Castro Landscape
ITEM	POINTS				
#	ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	25	Background and Experience	20.75	17.25	21.5
B.	20	References	15	12	15
C.	25	Service Delivery/Staffing	17.75	18.25	20.5
D.	10	Service Programs/Initiatives	7.5	5.75	7.5
E.	20	Pricing	20	19	20
		TOTAL	81	72.25	84.5
F.	20	Optional Interview	N/A	N/A	18.7
	120	TOTAL WITH INTERVIEWS	81	72.25	103.2

			Russell Landscape, LLC	Visionscapes, Inc.	Yellowstone Landscape Southeast, LLC
ITEM	POINTS				
#	ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	25	Background and Experience	22.25	15.75	21.75
B.	20	References	15	15	18
C.	25	Service Delivery/Staffing	20.25	14	20
D.	10	Service Programs/Initiatives	7.75	3	8.25
E.	20	Pricing	17.8	18.2	16.7
		TOTAL	83.05	65.95	84.7
E.	20	Optional Interview	15.7	N/A	17.3
	120	TOTAL WITH INTERVIEWS	98.75	65.95	102

Recommended Vendor:

Mariani Enterprises, LLC d/b/a Ed Castro Landscape 300 Rockland Rd.
Lake Bluff, IL 60044

P: 770-998-8444

e.castro@edcastro.com

RP003-24
Provision of Landscape and Maintenance Services on an Annual Contract
Public Works

				BrightView Service		Cumberland Group		Mariani Ente d/b/a Ed Cast	
ITEM #	DESCRIPTION		PROX. TY	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE
LOCAT	ION 1: CITY HALL								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$191.00	\$2,292.00	\$792.48	\$9,509.76	\$560.89	\$6,730.68
B.	Fertilization and Weed Control	12	Each	\$24.00	\$288.00	\$33.83	\$405.96	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$313.00	\$3,756.00	\$364.34	\$4,372.08	\$437.13	\$5,245.56
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$185.00	\$2,220.00	\$62.52	\$750.24	\$137.66	\$1,651.92
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$33.00	\$396.00	\$34.48	\$413.76	\$140.22	\$1,682.64
	LOCATION 1: CITY I	HALL 7	ГОТАL	\$746.00	\$8,952.00	\$1,287.65	\$15,451.80	\$1,303.68	\$15,644.16
LOCAT	ION 2: LAWRENCEVILLE PUBLIC	WORK	S FACI	LITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$536.00	\$6,432.00	\$1,152.69	\$13,832.28	\$1,146.81	\$13,761.72
	Fertilization and Weed Control	12	Each	\$47.00	\$564.00	\$183.32	\$2,199.84	\$97.22	\$1,166.64
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$491.00	\$5,892.00	\$247.58	\$2,970.96	\$319.98	\$3,839.76
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$84.00	\$1,008.00	\$34.48	\$413.76	\$286.70	\$3,440.40
LC	OCATION 2: LAWRENCEVILLE PUI FACI		ORKS TOTAL	\$1,158.00	\$13,896.00	\$1,618.07	\$19,416.84	\$1,850.71	\$22,208.52
LOCAT	ION 3: BOULDER CREEK COFFEE,	LAC &	k PARK	ING DECK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$206.00	\$2,472.00	\$507.43	\$6,089.16	\$291.06	\$3,492.72
B.	Fertilization and Weed Control	12	Each	\$24.00	\$288.00	\$18.33	\$219.96	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$636.00	\$7,632.00	\$1,001.95	\$12,023.40	\$151.24	\$1,814.88
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$293.00	\$3,516.00	\$344.93	\$4,139.16	\$127.84	\$1,534.08
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$49.00	\$588.00	\$34.48	\$413.76	\$72.76	\$873.12
L	OCATION 3: BOULDER CREEK CO PARKING I			\$1,208.00	\$14,496.00	\$1,907.12	\$22,885.44	\$670.68	\$8,048.16
LOCAT	ION 4: HISTORIC COURTHOUSE/D			QUARE					
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A	\$505.18	\$6,062.16	\$329.29	\$3,951.48
	Fertilization and Weed Control	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
С.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$2,737.00	\$32,844.00	\$3,148.98	\$37,787.76	\$2,671.12	\$32,053.44
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$173.00	\$2,076.00	\$34.88	\$418.56	\$35.78	\$429.36
	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$92.00	\$1,104.00	\$51.73	\$620.76	\$82.32	\$987.84
LOCA	TION 4: HISTORIC COURTHOUSE/I SQI		TOWN FOTAL	\$3,002.00	\$36,024.00	\$3,740.77	\$44,889.24	\$3,118.51	\$37,422.12
LOCAT	ION 5: HERITAGE TRAIL								
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A	\$421.46	\$5,057.52	\$472.70	\$5,672.40
	Fertilization and Weed Control	12	Each	N/A	N/A	\$16.67	\$200.04	\$51.11	\$613.32
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$196.00	\$2,352.00	\$130.12	\$1,561.44	\$277.86	\$3,3. Pag

E.	Management of Ornamental Shrubs,	12	Each	\$513.00	\$6,156.00	\$209.29	\$2,511.48	\$223.42	\$2,681.04
F.	Trees and Landscaped Beds Removal of Trash and Debris from	12	Each	\$486.00	\$5,832.00	\$17.24	\$206.88	\$118.17	\$1,418.04
	Parking Lots and Walkways LOCATION 5: HERITAGE TI	RAIL T	ΓΟΤΑL	\$1,195.00	\$14,340.00	\$794.78	\$9,537.36	\$1,143.26	\$13,719.12
LOCAT	TION 6: POLICE DEPARTMENT			<u> </u>	,		ĺ		ĺ
	Lavyn Mayyin a/Trimmin a/Edaina	12	E1-	¢416.00	\$4,002,00	¢010.07	¢0 929 44	¢001.52	¢10 010 26
A.	Lawn Mowing/Trimming/Edging	12	Each	\$416.00	\$4,992.00	\$819.87	\$9,838.44	\$901.53	\$10,818.36
B.	Fertilization and Weed Control	12	Each	\$85.00	\$1,020.00	\$139.48	\$1,673.76	\$92.22	\$1,106.64
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$139.00	\$1,668.00	\$169.16	\$2,029.92	\$161.93	\$1,943.16
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$337.00	\$4,044.00	\$102.53	\$1,230.36	\$153.89	\$1,846.68
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$187.00	\$2,244.00	\$34.48	\$413.76	\$225.38	\$2,704.56
	LOCATION 6: POLICE DEPARTM	ENT T	ГОТАL	\$1,164.00	\$13,968.00	\$1,265.52	\$15,186.24	\$1,534.95	\$18,419.40
LOCAT	TION 7: LAWRENCEVILLE LAWN				-	_	-		-
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,363.00	\$16,356.00	\$1,962.31	\$23,547.72	\$1,804.54	\$21,654.48
В.	Fertilization and Weed Control	12	Each	\$310.00	\$3,720.00	\$401.34	\$4,816.08	\$295.56	\$3,546.72
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$379.00	\$4,548.00	\$409.89	\$4,918.68	\$578.76	\$6,945.12
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,507.00	\$18,084.00	\$1,238.27	\$14,859.24	\$1,117.10	\$13,405.20
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$251.00	\$3,012.00	\$68.97	\$827.64	\$451.14	\$5,413.68
	LOCATION 7: LAWRENCEVILLE LA	AWN T	ГОТАЬ	\$3,810.00	\$45,720.00	\$4,080.78	\$48,969.36	\$4,247.10	\$50,965.20
LOCAT	TION 8: COOPER PARK								
_	I M	10	F 1	¢202.00	¢2.424.00	£200.72	¢2.517.77	£200.65	¢2.407.00
A.	Lawn Mowing/Trimming/Edging	12	Each	\$202.00	\$2,424.00	\$209.73	\$2,516.76	\$290.65	\$3,487.80
B.	Fertilization and Weed Control	12	Each	\$32.00	\$384.00	\$34.18	\$410.16	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$45.00	\$540.00	\$139.52	\$1,674.24	\$110.25	\$1,323.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$33.00	\$396.00	\$8.62	\$103.44	\$72.66	\$871.92
	LOCATION 8: COOPER P	ARK T	ГОТАL	\$312.00	\$3,744.00	\$392.06	\$4,704.60	\$501.34	\$6,016.08
LOCAT	TION 9: RAILROAD DEPOT								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$295.00	\$3,540.00	\$416.68	\$5,000.16	\$574.87	\$6,898.44
B.	Fertilization and Weed Control	12	Each	\$33.00	\$396.00	\$52.03	\$624.36	\$46.11	\$553.32
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$49.00	\$588.00	\$16.51	\$198.12	\$32.44	\$389.28
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$40.00	\$480.00	\$16.00	\$192.00	\$143.72	\$1,724.64
	LOCATION 9: RAILROAD DE	POT	ГОТАЬ	\$417.00	\$5,004.00	\$501.22	\$6,014.64	\$797.14	\$9,565.68
LOCAT	TION 10: JENKINS PARK				-		-		-
A.	Lawn Mowing/Trimming/Edging	12	Each	\$650.00	\$7,800.00	\$472.70	\$5,672.40	\$291.01	\$3,492.12
B.	Fertilization and Weed Control	12	Each	\$47.00	\$564.00	\$24.17	\$290.04	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
	Management of Ornamental Shrubs,								
Е.	Trees and Landscaped Beds Removal of Trash and Debris from	12	Each	\$62.00	\$744.00	\$117.54	\$1,410.48	\$41.62	\$499.44
F.	Parking Lots and Walkways	12	Each	\$190.00	\$2,280.00	\$19.70	\$236.40	\$72.75	\$873.00
	LOCATION 10: JENKINS P	ARK T	ГОТАL	\$949.00	\$11,388.00	\$634.11	\$7,609.32	\$433.16	\$5,197.92

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COST TABULATION

	TION 11: INTERCHANGE (WEST CRO Lawn Mowing/Trimming/Edging		AND W	EST PIKE)					
—	Lawn Mowing/Trimming/Edging								
A.	Lawn Mowing/Timining/Laging	12	Each	\$467.00	\$5,604.00	\$1,229.06	\$14,748.72	\$839.65	\$10,075.80
В.	Fertilization and Weed Control	12	Each	\$235.00	\$2,820.00	\$76.78	\$921.36	\$167.20	\$2,006.40
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$133.00	\$1,596.00	\$130.12	\$1,561.44	\$277.86	\$3,334.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$567.00	\$6,804.00	\$227.21	\$2,726.52	\$127.49	\$1,529.88
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$376.00	\$4,512.00	\$49.16	\$589.92	\$209.91	\$2,518.92
LOCA	ATION 11: INTERCHANGE (WEST CF WEST PI			\$1,778.00	\$21,336.00	\$1,712.33	\$20,547.96	\$1,622.11	\$19,465.32
LOCAT	TON 12: GATEWAY #1								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$257.00	\$3,084.00	\$677.91	\$8,134.92	\$551.46	\$6,617.52
B.	Fertilization and Weed Control	12	Each	\$33.00	\$396.00	\$78.03	\$936.36	\$75.12	\$901.44
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
<u> </u>	Maintenance of Flower Beds and	12	Lacii	11/14	14/74	11/74	IVA	11/71	IVA
D.	Seasonal Color Management of Ornamental Shrubs,	12	Each	\$377.00	\$4,524.00	\$446.32	\$5,355.84	\$649.66	\$7,795.92
E.	Trees and Landscaped Beds	12	Each	\$158.00	\$1,896.00	\$129.85	\$1,558.20	\$221.96	\$2,663.52
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$49.00	\$588.00	\$17.24	\$206.88	\$137.86	\$1,654.32
	LOCATION 12: GATEWA	Y #1 7	TOTAL	\$874.00	\$10,488.00	\$1,349.35	\$16,192.20	\$1,636.06	\$19,632.72
LOCAT	TION 13: BURSON POINT								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$219.00	\$2,628.00	\$302.25	\$3,627.00	\$312.16	\$3,745.92
B.	Fertilization and Weed Control	12	Each	\$28.00	\$336.00	\$58.69	\$704.28	\$29.08	\$348.96
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$218.00	\$2,616.00	\$260.25	\$3,123.00	\$559.70	\$6,716.40
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$81.00	\$972.00	\$25.01	\$300.12	\$52.80	\$633.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$38.00	\$456.00	\$17.24	\$206.88	\$78.04	\$936.48
	LOCATION 13: BURSON PO	INT T	TOTAL	\$584.00	\$7,008.00	\$663.44	\$7,961.28	\$1,031.78	\$12,381.36
LOCAT	TION 14: SCENIC HIGHWAY								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,820.00	\$21,840.00	\$1,753.92	\$21,047.04	\$1,094.76	\$13,137.12
B.	Fertilization and Weed Control	12	Each	\$188.00	\$2,256.00	\$239.94	\$2,879.28	\$164.78	\$1,977.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	\$125.95	\$1,511.40
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$375.00	\$4,500.00	\$400.12	\$4,801.44	\$612.80	\$7,353.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$336.00	\$4,032.00	\$78.07	\$936.84	\$273.69	\$3,284.28
	LOCATION 14: SCENIC HIGHV	VAY T	TOTAL	\$2,719.00	\$32,628.00	\$2,472.05	\$29,664.60	\$2,271.98	\$27,263.76
LOCAT	TION 15: MAHLON BURSON WATER	TREA	TMEN	Γ FACILITY		1			
A.	Lawn Mowing/Trimming/Edging	12	Each	\$278.00	\$3,336.00	\$478.36	\$5,740.32	\$427.56	\$5,130.72
В.	Fertilization and Weed Control	12	Each	\$28.00	\$336.00	\$38.67	\$464.04	\$29.08	\$348.96
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$202.00	\$2,424.00	\$55.02	\$660.24	\$66.91	\$802.92
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$84.00	\$1,008.00	\$19.93	\$239.16	\$106.89	\$1,282.68
	LOCATION 15: MAHLON BURS			\$592.00	\$7,104.00	\$591.98	\$7,103.76	\$630.44	\$7,565.28
LOCAT	TREATMENT FACIL TON 16: CALABOOSE ALLEY	ATY T	TOTAL		11, 01100		,	* * · ·	,
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A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A	\$230.75	\$2,769.00	\$320.40	\$3,844.80
B.	Fertilization and Weed Control	12	Each	N/A	N/A	N/A	N/A	N/A	N/A

Management of Ornamental Shrubs, E. 12 Each \$177.00 \$2,124.00 \$52.32 \$627.84 \$10.03 \$120.36 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$91.00 \$1,092.00 \$18.52 \$222.24 \$80.10 \$961.20 Parking Lots and Walkways **LOCATION 16: CALABOOSE ALLEY TOTAL** \$268.00 \$3,216,00 \$301.59 \$3,619.08 \$410.53 \$4.926.36 LOCATION 17: 316/120 INTERCHANGE Lawn Mowing/Trimming/Edging 12 Each \$2,849.00 \$34,188.00 \$3,037.02 \$36,444.24 \$2,230.02 \$26,760.24 Fertilization and Weed Control 12 Each \$310.00 \$593.81 \$7,125.72 \$5,001.48 B. \$3,720.00 \$416.79 Over Seeding and Aeration 12 N/A N/A N/A C. Each N/A N/A N/A Management of Ornamental Shrubs, 12 E. Each \$2,374.00 \$28,488.00 \$1,000.30 \$12,003.60 \$1,645.93 \$19,751.16 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$433.00 \$5,196.00 \$137.93 \$1,655.16 \$557.51 \$6,690.12 Parking Lots and Walkways **LOCATION 17: 316/120 INTERCHANGE TOTAL** \$5,966.00 \$71,592.00 \$4,769.06 \$57,228,72 \$4,850.25 \$58,203.00 LOCATION 18: BRISCOE FIELD ENTRANCE Lawn Mowing/Trimming/Edging Each \$125.00 \$1,500.00 \$201.47 \$2,417.64 \$318.81 \$3,825.72 12 В. Fertilization and Weed Control 12 Each \$28.00 \$336.00 \$31.07 \$372.84 \$27.78 \$333.36 C. Over Seeding and Aeration 12 Each N/A N/A N/A N/A N/A N/A Maintenance of Flower Beds and D. 12 N/A N/A N/A N/A N/A Each N/A Seasonal Color Management of Ornamental Shrubs, E. 12 Each \$159.00 \$1,908.00 \$33.76 \$405.12 \$105.27 \$1,263.24 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$75.00 \$900.00 \$8.39 \$100.68 \$79.70 \$956.40 Parking Lots and Walkways LOCATION 18: BRISCOE FIELD ENTRANCE TOTAL \$387.00 \$4,644.00 \$274.69 \$3,296.28 \$531.56 \$6,378.72 LOCATION 19: PARK BENCH AREAS ON PAPER MILL Lawn Mowing/Trimming/Edging 12 Each \$404.00 \$4,848.00 \$373.53 \$4,482.36 \$281.08 \$3,372.96 Fertilization and Weed Control 12 \$28.00 \$336.00 \$31.07 \$372.84 \$0.00 B Each Management of Ornamental Shrubs, 12 E. Each \$140.00 \$1,680.00 \$7.50 \$90.00 \$34.54 \$414.48 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$126.00 \$1,512.00 \$17.24 \$206.88 \$70.27 \$843.24 Parking Lots and Walkways LOCATION 19: PARK BENCH AREAS ON PAPER MILI \$698.00 \$8,376.00 \$429.34 \$5,152.08 \$385.89 \$4,630.68 TOTAL LOCATION 20 – PARKING LOT ACROSS FROM CITY HALL \$191.00 Lawn Mowing/Trimming/Edging 12 Each \$2,292.00 \$386.36 \$4,636.32 \$281.15 \$3,373.80 12 B. Fertilization and Weed Control Each \$24.00 \$288.00 \$34.53 \$414.36 \$27.78 \$333.36 12 Each C. Over Seeding and Aeration N/A N/A N/A N/A N/A N/A Management of Ornamental Shrubs, 12 E. \$80.00 \$960.00 \$69.76 \$837.12 \$46.29 \$555.48 Each Trees and Landscaped Beds Removal of Trash and Debris from 12 \$32.00 Each \$384.00 \$17.24 \$206.88 \$70.29 \$843.48 Parking Lots and Walkways LOCATION 20 – PARKING LOT ACROSS FROM CITY \$327.00 \$3,924.00 \$507.89 \$6,094.68 \$425.51 \$5,106.12 HALL TOTAL LOCATION 21: GATEWAY PARK S. PERRY/CLAYTON \$247.00 \$2,964.00 \$405.99 \$4,871.88 \$373.69 \$4,484.28 12 Each Lawn Mowing/Trimming/Edging 12 Each \$24.00 \$288.00 \$34.53 \$414.36 \$27.78 \$333.36 B. Fertilization and Weed Control C. Over Seeding and Aeration 12 Each N/A N/A N/A N/A N/A N/A Maintenance of Flower Beds and 12 \$149.00 \$1,788.00 \$228.89 D. Each \$162.65 \$1,951.80 \$2 746 68 Seasonal Color Management of Ornamental Shrubs, 12 \$423.00 \$5,076.00 E. Each \$325.10 \$3,901.20 \$537.84 \$6,454.08 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$32.00 \$384.00 \$34.48 \$93.42 \$1,121.04 \$413.76 Parking Lots and Walkways LOCATION 21: GATEWAY PARK S. PERRY/CLAYTON \$875.00 \$10,500.00 \$962.75 \$11,553.00 \$1,261.62 \$15,139.44 TOTAL

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	TION 22: PLAZA – SE CORNER NASH	I/CLAY	YTON						
A.	Lawn Mowing/Trimming/Edging	12	Each	\$191.00	\$2,292.00	\$157.04	\$1,884.48	\$305.97	\$3,671.64
B.	Fertilization and Weed Control	12	Each	\$24.00	\$288.00	\$13.81	\$165.72	\$33.93	\$407.16
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$93.00	\$1,116.00	\$37.51	\$450.12	\$68.48	\$821.76
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$32.00	\$384.00	\$17.24	\$206.88	\$76.49	\$917.88
LOCA	ATION 22: PLAZA – SE CORNER NAS		AYTON ΓΟΤΑL	\$340.00	\$4,080.00	\$225.60	\$2,707.20	\$484.87	\$5,818.44
OCAT	TION 23: AREAS OFF DOWNTOWN S	QUAR	E						
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A	\$880.84	\$10,570.08	\$596.27	\$7,155.24
B.	Fertilization and Weed Control	12	Each	\$24.00	\$288.00	\$35.21	\$422.52	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and	12	Each	\$1,752.00	\$21,024.00	\$1,151.59	\$13,819.08	\$1,159.27	\$13,911.24
Б. Е.	Seasonal Color Management of Ornamental Shrubs,	12	Each	\$252.00	\$3,024.00	\$87.20	\$1,046.40	\$68.30	\$819.60
	Trees and Landscaped Beds Removal of Trash and Debris from	1.2	2.0011		. ,	<u> </u>	\$1,0 TO. TO	\$00.50	
F.	Parking Lots and Walkways	12	Each	\$120.00	\$1,440.00	\$36.70	\$440.40	\$149.07	\$1,788.84
LO	OCATION 23: AREAS OFF DOWNTO		UARE TOTAL	\$2,148.00	\$25,776.00	\$2,191.54	\$26,298.48	\$2,000.69	\$24,008.28
LOCAT	TION 24: PARK PLACE DR. MEDIAN	s							
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A	\$273.52	\$3,282.24	\$359.28	\$4,311.36
B.	Fertilization and Weed Control	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$272.00	\$3,264.00	\$47.52	\$570.24	\$79.56	\$954.72
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$196.00	\$2,352.00	\$10.94	\$131.28	\$89.82	\$1,077.84
LO	CATION 24: PARK PLACE DR. MED	IANS T	ΓΟΤΑL	\$468.00	\$5,616.00	\$331.98	\$3,983.76	\$528.66	\$6,343.92
LOCAT	TION 25: BICENTENNIAL PLAZA								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$284.00	\$3,408.00	\$602.98	\$7,235.76	\$429.91	\$5,158.92
B.	Fertilization and Weed Control	12	Each	\$38.00	\$456.00	\$59.38	\$712.56	\$38.77	\$465.24
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$151.00	\$1,812.00	\$188.68	\$2,264.16	\$254.86	\$3,058.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$335.00	\$4,020.00	\$331.37	\$3,976.44	\$374.27	\$4,491.24
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$44.00	\$528.00	\$51.73	\$620.76	\$107.48	\$1,289.76
	LOCATION 25: BICENTENNIAL PI	LAZA	ΓOTAL	\$852.00	\$10,224.00	\$1,234.14	\$14,809.68	\$1,205.29	\$14,463.48
LOCAT	FION 26 – COLLEGE CORRIDOR								
LOCAT A.	TION 26 – COLLEGE CORRIDOR Lawn Mowing/Trimming/Edging	12	Each	\$3,346.00	\$40,152.00	\$4,780.92	\$57,371.04	\$1,626.71	\$19,520.52
		12	Each Each	\$3,346.00 \$648.00	\$40,152.00 \$7,776.00	\$4,780.92 \$448.81	\$57,371.04 \$5,385.72	\$1,626.71 \$184.16	\$19,520.52 \$2,209.92
A.	Lawn Mowing/Trimming/Edging	-							
A. B.	Lawn Mowing/Trimming/Edging Fertilization and Weed Control Over Seeding and Aeration Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$648.00	\$7,776.00	\$448.81	\$5,385.72	\$184.16	\$2,209.92
A. B. C.	Lawn Mowing/Trimming/Edging Fertilization and Weed Control Over Seeding and Aeration Management of Ornamental Shrubs,	12	Each Each	\$648.00 N/A	\$7,776.00 N/A	\$448.81 N/A	\$5,385.72 N/A	\$184.16 N/A	\$2,209.92 N/A

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OCA.	ΓΙΟΝ 27: MEDIAN IN JACKSON ST								
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A	\$136.20	\$1,634.40	\$308.32	\$3,699.84
B.	Fertilization and Weed Control	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$166.00	\$1,992.00	\$87.20	\$1,046.40	\$235.81	\$2,829.72
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$42.00	\$504.00	\$5.45	\$65.40	\$77.08	\$924.96
-	LOCATION 27: MEDIAN IN JACKSO	N ST	ΓΟΤΑL	\$208.00	\$2,496.00	\$228.85	\$2,746.20	\$621.21	\$7,454.52
OCA	ΓΙΟΝ 28 – CULVER/PIKE PARKING I	ОТ							
A.	Lawn Mowing/Trimming/Edging	12	Each	\$164.00	\$1,968.00	\$415.38	\$4,984.56	\$314.91	\$3,778.92
B.	Fertilization and Weed Control	12	Each	\$24.00	\$288.00	\$52.03	\$624.36	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$242.00	\$2,904.00	\$16.51	\$198.12	\$30.71	\$368.52
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$49.00	\$588.00	\$17.31	\$207.72	\$78.73	\$944.76
LOC	ATION 28 – CULVER/PIKE PARKING	LOT	ГОТАL	\$479.00	\$5,748.00	\$501.23	\$6,014.76	\$452.13	\$5,425.56
OCA	ΓΙΟΝ 29: HOTEL / PARKING DECK								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$164.00	\$1,968.00	\$299.56	\$3,594.72	\$245.19	\$2,942.28
B.	Fertilization and Weed Control	12	Each	\$24.00	\$288.00	\$24.17	\$290.04	\$27.78	\$333.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$98.00	\$1,176.00	\$143.14	\$1,717.68	\$166.94	\$2,003.28
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$245.00	\$2,940.00	\$209.29	\$2,511.48	\$51.14	\$613.68
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$25.00	\$300.00	\$12.48	\$149.76	\$61.30	\$735.60
	LOCATION 29: HOTEL / PARKING D	ECK T	TOTAL	\$556.00	\$6,672.00	\$688.64	\$8,263.68	\$552.35	\$6,628.20
PTIO	NAL SERVICES				<u></u>				
OCA	ΓΙΟΝ 31: CEMETERY ALONG ATHA	ST.							
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,582.00	\$18,984.00	\$846.70	\$10,160.40	N/A	N/A
B.	Fertilization and Weed Control	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
LOCA	ATION 31: CEMETERY ALONG ATHA	ST.	ΓOTAL	\$1,582.00	\$18,984.00	\$846.70	\$10,160.40	\$4,834.00	\$24,170.00
OCA	ΓΙΟΝ 32: HISTORIC CEMETERY								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$113.00	\$1,356.00	\$231.60	\$2,779.20	N/A	N/A
B.	Fertilization and Weed Control	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
	LOCATION 32: HISTORIC CEMET	ERY 1	ГОТАL	\$113.00	\$1,356.00	\$231.60	\$2,779.20	\$1,648.00	\$8,240.00
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COST TABULATION

COST TABULATION PAGE 7

IRRIGA	ATION MAINTENANCE							
ITEM #	DESCRIPTION		ACTIVATE	WINTERIZE	ACTIVATE	WINTERIZE	ACTIVATE	WINTERIZE
1	Historic Courthouse		N/B	N/B	N/B	N/B	\$300.00	\$300.00
2	Heritage Trail		N/B	N/B	N/B	N/B	\$300.00	\$300.00
3	Police Headquarters		N/B	N/B	N/B	N/B	\$300.00	\$300.00
4	The Interchange		N/B	N/B	N/B	N/B	\$300.00	\$300.00
5	The Gateway		N/B	N/B	N/B	N/B	\$300.00	\$300.00
6	Burson Point		N/B	N/B	N/B	N/B	\$300.00	\$300.00
	IRRIGATION MAINTENANC	IRRIGATION MAINTENANCE TOTAL		//B	N/B		\$3,600.00	
	TOTAL TOTAL WITH OPTIONS			888.00	\$512,513.16		\$477,	866.40
				228.00	\$525,	452.76	\$510,	276.40
OPTION	NAL ITEMS:							
	Aeration	1 Sq Ft	\$0.03		\$0.08		\$0.02	
	Lime Application	1 Sq Ft	\$7.00		\$0.08		\$0.08	
	Pesticide Application	1 Sq Ft	\$0.09		\$0.08		\$0.10	
	Fungicide Application	1 Sq Ft	\$0.09		\$0.09		\$0.04	
,	Will vendor hold pricing firm? Renewal Option		*	ıcrease	* * * * *	es	*	ıcrease
	Will vendor hold pricing firm? Renewal Optic			icrease	3% increase		2% increase	
	Will vendor hold pricing firm? Renewal Optic		3% in	ıcrease		crease		icrease
	Will vendor hold pricing firm? Renewal Option		3% in	icrease	3% increase		2% increase	

RP003-24
Provision of Landscape and Maintenance Services on an Annual Contract
Public Works

Public W	Vorks								
				Russell Land	dscape, LLC	Visionsca	apes, Inc.	Yellowstone Southea	e Landscape st, LLC
ITEM #	DESCRIPTION		PROX. TY	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE	MONTHLY PRICE	TOTAL PRICE
LOCAT	ION 1: CITY HALL								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$262.50	\$3,150.00	\$150.00	\$1,800.00	\$733.33	\$8,799.96
B.	Fertilization and Weed Control	12	Each	\$150.84	\$1,810.08	\$30.00	\$360.00	\$42.50	\$510.00
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$365.42	\$4,385.04	\$250.00	\$3,000.00	\$200.00	\$2,400.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$102.08	\$1,224.96	\$200.00	\$2,400.00	\$406.67	\$4,880.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$54.16	\$649.92	\$75.00	\$900.00	\$417.50	\$5,010.00
	LOCATION 1: CITY H.	ALL T	TOTAL	\$935.00	\$11,220.00	\$705.00	\$8,460.00	\$1,800.00	\$21,600.00
LOCAT	ION 2: LAWRENCEVILLE PUBLIC W	ORK	S FACI	LITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,007.12	\$12,085.44	\$980.00	\$11,760.00	\$1,058.33	\$12,699.96
B.	Fertilization and Weed Control	12	Each	\$541.85	\$6,502.20	\$140.00	\$1,680.00	\$100.00	\$1,200.00
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,063.91	\$12,766.92	\$810.00	\$9,720.00	\$408.33	\$4,899.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$92.12	\$1,105.44	\$190.00	\$2,280.00	\$433.33	\$5,199.96
LC	OCATION 2: LAWRENCEVILLE PUBL FACIL			\$2,705.00	\$32,460.00	\$2,120.00	\$25,440.00	\$1,999.99	\$23,999.88
LOCAT	ION 3: BOULDER CREEK COFFEE, I			ING DECK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$191.91	\$2,302.92	\$975.00	\$11,700.00	\$165.00	\$1,980.00
B.	Fertilization and Weed Control	12	Each	\$95.96	\$1,151.52	\$15.00	\$180.00	\$16.67	\$200.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$970.66	\$11,647.92	\$750.00	\$9,000.00	\$933.33	\$11,199.96
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$188.13	\$2,257.56	\$215.00	\$2,580.00	\$41.67	\$500.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$33.34	\$400.08	\$65.00	\$780.00	\$158.33	\$1,899.96
L	OCATION 3: BOULDER CREEK COF PARKING DI			\$1,480.00	\$17,760.00	\$2,020.00	\$24,240.00	\$1,315.00	\$15,780.00
LOCAT	ION 4: HISTORIC COURTHOUSE/DO	WNT	OWN S	QUARE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$361.58	\$4,338.96	\$115.00	\$1,380.00	\$666.67	\$8,000.04
B.	Fertilization and Weed Control	12	Each	\$241.06	\$2,892.72	\$20.00	\$240.00	\$41.67	\$500.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$4,682.66	\$56,191.92	\$3,650.00	\$43,800.00	\$2,350.00	\$28,200.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$159.17	\$1,910.04	\$320.00	\$3,840.00	\$516.67	\$6,200.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$120.53	\$1,446.36	\$195.00	\$2,340.00	\$625.00	\$7,500.00
LOCA	TION 4: HISTORIC COURTHOUSE/D		TOWN TOTAL	\$5,565.00	\$66,780.00	\$4,300.00	\$51,600.00	\$4,200.01	\$50,400.12
LOCAT	ION 5: HERITAGE TRAIL								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$426.83	\$5,121.96	\$155.00	\$1,860.00	\$254.17	\$3,050.04
B.	Fertilization and Weed Control	12	Each	\$273.37	\$3,280.44	\$250.00	\$3,000.00	\$33.33	\$399.96
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A

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D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$173.33	\$2,079.96	\$195.00	\$2,340.00	\$45.83	\$549.96
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$308.02	\$3,696.24	\$250.00	\$3,000.00	\$458.33	\$5,499.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$153.45	\$1,841.40	\$320.00	\$3,840.00	\$383.33	\$4,599.96
	LOCATION 5: HERITAGE T	RAIL T	ΓΟΤΑL	\$1,335.00	\$16,020.00	\$1,170.00	\$14,040.00	\$1,174.99	\$14,099.88
LOCAT	TION 6: POLICE DEPARTMENT								
_	T M ' /T ' /T 1 '	1.0	Б.1	Ø610.72	Φ7. 42.4.7.6	#205.00	#2.660.00	0.000.07	ΦΩ ΩΩΩ Ω 4
A.	Lawn Mowing/Trimming/Edging Fertilization and Weed Control	12	Each	\$618.73	\$7,424.76	\$305.00	\$3,660.00	\$666.67	\$8,000.04
B.			Each	\$412.49	\$4,949.88	\$250.00	\$3,000.00	\$116.67	\$1,400.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$188.00	\$2,256.00	\$195.00	\$2,340.00	\$166.67	\$2,000.04
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$169.54	\$2,034.48	\$250.00	\$3,000.00	\$233.33	\$2,799.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$231.24	\$2,774.88	\$320.00	\$3,840.00	\$392.67	\$4,712.04
	LOCATION 6: POLICE DEPARTM	IENT T	ГОТАL	\$1,620.00	\$19,440.00	\$1,320.00	\$15,840.00	\$1,576.01	\$18,912.12
LOCAT	TON 7: LAWRENCEVILLE LAWN								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,203.58	\$14,442.96	\$320.00	\$3,840.00	\$2,291.67	\$27,500.04
B.	Fertilization and Weed Control	12	Each	\$543.17	\$6,518.04	\$295.00	\$3,540.00	\$341.67	\$4,100.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
	Maintenance of Flower Beds and								
D.	Seasonal Color	12	Each	\$472.00	\$5,664.00	\$1,500.00	\$18,000.00	\$425.00	\$5,100.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,531.25	\$18,375.00	\$1,640.00	\$19,680.00	\$1,025.00	\$12,300.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$150.00	\$1,800.00	\$415.00	\$4,980.00	\$1,616.67	\$19,400.04
	LOCATION 7: LAWRENCEVILLE L	AWN T	ГОТАL	\$3,900.00	\$46,800.00	\$4,170.00	\$50,040.00	\$5,700.01	\$68,400.12
LOCAT	TON 8: COOPER PARK								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$167.94	\$2,015.28	\$60.00	\$720.00	\$450.00	\$5,400.00
В.	Fertilization and Weed Control	12	Each	\$111.96	\$1,343.52	\$30.00	\$360.00	\$25.00	\$300.00
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
	Management of Ornamental Shrubs,								
E.	Trees and Landscaped Beds	12	Each	\$29.12	\$349.44	\$100.00	\$1,200.00	\$208.33	\$2,499.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$55.98	\$671.76	\$95.00	\$1,140.00	\$206.67	\$2,480.04
	LOCATION 8: COOPER P	ADL	COTAI	\$365.00	\$4,380.00	\$285.00	\$3,420.00	\$890.00	\$10,680.00
LOCAT	TON 9: RAILROAD DEPOT	AKK	IOTAL	\$303.00	\$4,360.00	\$283.00	\$3,420.00	\$690.00	\$10,080.00
			, -						
A.	Love Moving/Triming /T.1	12	Each	\$115.79	\$1,389.48	\$50.00	\$600.00	\$566.67	\$6,800.04
	Lawn Mowing/Trimming/Edging								
B.	Fertilization and Weed Control	12	Each	\$77.18	\$926.16	\$15.00	\$180.00	\$46.67	\$560.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A	N/A	N/A	\$33.33	\$399.96
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$3.43	\$41.16	\$40.00	\$480.00	\$30.00	\$360.00
F.	Removal of Trash and Debris from	12	Foot	\$28.60	\$462.20	\$60.00	\$720.00	\$222.22	\$2,799.96
r.	Parking Lots and Walkways	12	Each	\$38.60	\$463.20	\$60.00	\$720.00	\$233.33	\$4,/99.96
	LOCATION 9: RAILROAD DE	POT	OTAL	\$235.00	\$2,820.00	\$165.00	\$1,980.00	\$910.00	\$10,920.00
LOCAT	TION 10: JENKINS PARK								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$509.44	\$6,113.28	\$275.00	\$3,300.00	\$516.67	\$6,200.04
В.	Fertilization and Weed Control	12	Each	\$339.63	\$4,075.56	\$130.00	\$1,560.00	\$16.67	\$200.04
С.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	\$1,300.00 N/A	N/A	\$200.04 N/A
C.	Management of Ornamental Shrubs,	12	Lacii		11//1	18/71	11/71	18/74	IN/PI
E.	Trees and Landscaped Beds	12	Each	\$291.13	\$3,493.56	\$305.00	\$3,660.00	\$250.00	\$3,000.00

Removal of Trash and Debris from F. 12 Each \$169.80 \$2,037.60 \$330.00 \$3,960.00 \$600.00 \$7,200.00 Parking Lots and Walkways **LOCATION 10: JENKINS PARK TOTAL** \$15,720.00 \$1,040.00 \$12,480.00 \$1,310.00 \$756.67 \$16,600.08 LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE) 12 Each \$934.78 \$11,217.36 \$750.00 \$9,000.00 \$1,566.67 \$18,800.04 Lawn Mowing/Trimming/Edging 12 Each \$623.19 \$7,478.28 \$330.00 \$133.33 B. \$3,960.00 \$1,599.96 Fertilization and Weed Control Over Seeding and Aeration 12 Each N/A N/A N/A N/A N/A N/A C. Maintenance of Flower Beds and D. 12 Each \$208.00 \$2,496.00 \$230.00 \$1,400.04 \$2,760.00 \$116.67 Seasonal Color Management of Ornamental Shrubs, 12 \$402.44 E. Each \$4,829.28 \$545.00 \$6,540.00 \$516.67 \$6,200.04 Trees and Landscaped Beds Removal of Trash and Debris from 12 \$311.59 F. Each \$3,739.08 \$235.00 \$2,820.00 \$756.67 \$9,080.04 Parking Lots and Walkways LOCATION 11: INTERCHANGE (WEST CROGAN AND \$2,480.00 \$29,760.00 \$2,090.00 \$25,080.00 \$3,090.01 \$37,080.12 WEST PIKE) TOTAL LOCATION 12: GATEWAY #1 12 Each \$382.63 \$4,591.56 \$170.00 \$2,040.00 \$1,050.00 \$12,600.00 A. Lawn Mowing/Trimming/Edging B. 12 Each \$255.09 \$3,061.08 \$90.00 \$1,080.00 \$100.00 \$1,200.00 Fertilization and Weed Control 12 C. Over Seeding and Aeration Each N/A N/A N/A N/A N/A N/A Maintenance of Flower Beds and D. 12 Each \$425.33 \$5,103.96 \$495.00 \$5,940.00 \$150.00 \$1,800.00 Seasonal Color Management of Ornamental Shrubs. E. 12 Each \$249.41 \$2,992.92 \$360.00 \$4,320.00 \$233.33 \$2,799.96 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$127.54 \$1,530.48 \$185.00 \$2,220.00 \$357.67 \$4,292.04 Parking Lots and Walkways **LOCATION 12: GATEWAY #1 TOTAL** \$1,440.00 \$17,280.00 \$1,300.00 \$15,600.00 \$1,891.00 \$22,692.00 LOCATION 13: BURSON POINT 12 Each \$182.53 \$2,190.36 \$90.00 \$1,080.00 \$299.17 \$3,590.04 A. Lawn Mowing/Trimming/Edging B. 12 Each \$122.11 \$1,465.32 \$30.00 \$360.00 \$29.17 \$350.04 Fertilization and Weed Control \mathbf{C} Over Seeding and Aeration 12 Each N/A N/A N/A N/A N/A N/A Maintenance of Flower Beds and D. 12 Each \$313.33 \$3,759.96 \$275.00 \$3,300.00 \$200.00 \$2,400.00 Seasonal Color Management of Ornamental Shrubs, E. 12 Each \$41.10 \$493.20 \$110.00 \$1,320.00 \$91.67 \$1,100.04 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 Each \$60.93 \$731.16 \$75.00 \$900.00 \$275.00 \$3,300.00 Parking Lots and Walkways **LOCATION 13: BURSON POINT TOTAL** \$720.00 \$8,640.00 \$580.00 \$6,960.00 \$895.01 \$10,740.12 LOCATION 14: SCENIC HIGHWAY \$630.94 \$7,571.28 \$385.00 \$1,183.33 \$14,199.96 A. 12 Each \$4,620.00 Lawn Mowing/Trimming/Edging 12 Each \$420.62 \$5,047.44 \$190.00 \$2,280.00 \$50.00 \$600.00 B. Fertilization and Weed Control C. Over Seeding and Aeration 12 Each N/A N/A N/A N/A N/A N/A Management of Ornamental Shrubs, E. 12 \$1,308.13 \$15,697.56 \$4,380.00 \$350.00 \$4,200.00 Each \$365.00 Trees and Landscaped Beds Removal of Trash and Debris from F. 12 \$210.31 \$2,523.72 \$520.00 \$6,240.00 \$616.67 \$7,400.04 Each Parking Lots and Walkways **LOCATION 14: SCENIC HIGHWAY TOTAL** \$30,840.00 \$1,460.00 \$17,520.00 \$2,200.00 \$26,400.00 \$2,570.00 LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY 12 Each \$270.37 \$3,244.44 \$130.00 \$1,560.00 \$466.67 \$5,600.04 Lawn Mowing/Trimming/Edging \$180.25 \$50.00 \$600.00 \$29.17 \$350.04 B. 12 Each \$2,163.00 Fertilization and Weed Control Over Seeding and Aeration N/A Each N/A N/A N/A N/A

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COST TABULATION PAGE 11

E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$159.26	\$1,911.12	\$215.00	\$2,580.00	\$150.00	\$1,800.00
F.	Removal of Trash and Debris from	12	E1-	¢00.12	¢1 001 44	¢170.00	\$2,040,00	¢254.17	£4.250.04
F.	Parking Lots and Walkways		Each	\$90.12	\$1,081.44	\$170.00	\$2,040.00	\$354.17	\$4,250.04
	LOCATION 15: MAHLON BURS TREATMENT FACII			\$700.00	\$8,400.00	\$565.00	\$6,780.00	\$1,000.00	\$12,000.12
LOCAT	ΓΙΟΝ 16: CALABOOSE ALLEY					_			
A.	Lawn Mowing/Trimming/Edging	12	Each	\$41.64	\$499.68	\$25.00	\$300.00	\$65.00	\$780.00
В.		12	Each	\$27.76	\$333.12	N/A	N/A	\$1.67	\$20.04
	Fertilization and Weed Control Management of Ornamental Shrubs,		Lucii			1071	1771		
E.	Trees and Landscaped Beds	12	Each	\$1.72	\$20.64	\$25.00	\$300.00	\$16.67	\$200.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$13.88	\$166.56	\$20.00	\$240.00	\$41.67	\$500.04
	LOCATION 16: CALABOOSE AL	LEY	ΓΟΤΑL	\$85.00	\$1,020.00	\$70.00	\$840.00	\$125.01	\$1,500.12
LOCAT				400100	4-,	41111	40.000	**	¥ = ,• • • • • • • • • • • • • • • • • •
	FION 17: 316/120 INTERCHANGE	1.0	I	Φ1 111 C2	#12.220.56	#1 000 00	#12 000 00	Ф2 222 22	# 27 000 06
A.	Lawn Mowing/Trimming/Edging Fertilization and Weed Control	12	Each	\$1,111.63	\$13,339.56	\$1,000.00	\$12,000.00	\$2,333.33	\$27,999.96
B. C.		12	Each	\$741.09 N/A	\$8,893.08	\$535.00 N/A	\$6,420.00	\$500.00 N/A	\$6,000.00
	Over Seeding and Aeration Management of Ornamental Shrubs,		Each		N/A		N/A		N/A
E.	Trees and Landscaped Beds	12	Each	\$3,676.74	\$44,120.88	\$3,000.00	\$36,000.00	\$1,250.00	\$15,000.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$370.54	\$4,446.48	\$460.00	\$5,520.00	\$1,316.67	\$15,800.04
	LOCATION 17: 316/120 INTERCHA	NGE T	ГОТАL	\$5,900.00	\$70,800.00	\$4,995.00	\$59,940.00	\$5,400.00	\$64,800.00
LOCA	TION 18: BRISCOE FIELD ENTRANCI	E							
A.	Lawn Mowing/Trimming/Edging	12	Each	\$177.73	\$2,132.76	\$85.00	\$1,020.00	\$500.00	\$6,000.00
B.	Fertilization and Weed Control	12	Each	\$118.49	\$1,421.88	\$25.00	\$300.00	\$16.67	\$200.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A	N/A	N/A	\$16.67	\$200.04
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$49.53	\$594.36	\$100.00	\$1,200.00	\$83.33	\$999.96
F.	Removal of Trash and Debris from	12	Each	\$59.25	\$711.00	\$90.00	\$1,080.00	\$333.33	\$3,999.96
	Parking Lots and Walkways CATION 18: BRISCOE FIELD ENTRA				· · · · · · · · · · · · · · · · · · ·	<u> </u>	·	·	. ,
				\$405.00	\$4,860.00	\$300.00	\$3,600.00	\$950.00	\$11,400.00
	FION 19: PARK BENCH AREAS ON PA			Φ 72 .05	DOT 4 20	#55.00	# 660.00	#225.00	#2. 7 00.00
A. B.	Lawn Mowing/Trimming/Edging Fertilization and Weed Control	12	Each	\$72.85	\$874.20	\$55.00	\$660.00	\$225.00	\$2,700.00
В.		12	Each	\$48.57	\$582.84	\$10.00	\$120.00	\$1.67	\$20.04
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$74.30	\$891.60	\$50.00	\$600.00	\$33.33	\$399.96
F.	Removal of Trash and Debris from	12	Each	\$24.28	\$291.36	\$50.00	\$600.00	\$100.00	\$1,200.00
LOCA	Parking Lots and Walkways TION 19: PARK BENCH AREAS ON F	PAPEF	R MILL	\$220.00	\$2,640.00	\$165.00	\$1,980.00	\$360.00	\$4,320.00
			ΓΟΤΑL		\$2,040.00	\$103.00	\$1,980.00	\$300.00	\$4,320.00
LOCA	TION 20 – PARKING LOT ACROSS FR	OM C				_			
A.	Lawn Mowing/Trimming/Edging	12	Each	\$195.26	\$2,343.12	\$600.00	\$7,200.00	\$353.33	\$4,239.96
B.	Fertilization and Weed Control	12	Each	\$130.18	\$1,562.16	\$20.00	\$240.00	\$21.67	\$260.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$54.47	\$653.64	\$200.00	\$2,400.00	\$33.33	\$399.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$65.09	\$781.08	\$100.00	\$1,200.00	\$291.67	\$3,500.04
LOC	CATION 20 – PARKING LOT ACROSS			\$445.00	\$5,340.00	\$920.00	\$11,040.00	\$700.00	\$8,400.00
LOCAT	H FION 21: GATEWAY PARK S. PERRY/		TOTAL TON						. ,
	Lawn Mowing/Trimming/Edging		Each	\$190.56	\$2,286.72	\$400.00	\$4,800.00	\$437.50	\$5,250.00
A. B.	Fertilization and Weed Control	12	Each	\$190.56	\$2,286.72	\$400.00	\$4,800.00	\$437.50	\$3,230.00
С.	Over Seeding and Aeration	12	Each	N/A	\$1,324.46 N/A	\$20.00 N/A	\$240.00 N/A	N/A	N/A
D.	Maintenance of Flower Beds and	12	Each	\$85.33	\$1,023.96	\$300.00	\$3,600.00	\$104.17	\$1,250.04
	Seasonal Color			_					,

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E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$568.55	\$6,822.60	\$300.00	\$3,600.00	\$283.33	\$3,399.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$63.52	\$762.24	\$20.00	\$240.00	\$200.00	\$2,400.00
LOCA	ATION 21: GATEWAY PARK S. PERR		YTON OTAL	\$1,035.00	\$12,420.00	\$1,040.00	\$12,480.00	\$1,050.00	\$12,600.00
LOCAT	TION 22: PLAZA – SE CORNER NASH								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$122.67	\$1,472.04	\$200.00	\$2,400.00	\$175.00	\$2,100.00
B.	Fertilization and Weed Control	12	Each	\$81.78	\$981.36	\$20.00	\$240.00	\$16.67	\$200.04
C.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$120.00	\$1,440.00	N/A	N/A	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$49.66	\$595.92	\$100.00	\$1,200.00	\$83.33	\$999.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$40.89	\$490.68	\$50.00	\$600.00	\$150.00	\$1,800.00
LOCA	TTION 22: PLAZA – SE ĆORNER NASI		YTON OTAL	\$415.00	\$4,980.00	\$370.00	\$4,440.00	\$425.00	\$5,100.00
LOCAT	TION 23: AREAS OFF DOWNTOWN SO								
A.	Lawn Mowing/Trimming/Edging	12	Each	\$297.18	\$3,566.16	\$1,000.00	\$12,000.00	\$525.00	\$6,300.00
B.	Fertilization and Weed Control	12	Each	\$198.13	\$2,377.56	\$1,000.00	\$1,200.00	\$8.33	\$99.96
С.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A	N/A	N/A	\$750.00	\$9,000.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$65.63	\$787.56	\$200.00	\$2,400.00	\$58.33	\$699.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$99.06	\$1,188.72	\$50.00	\$600.00	\$383.33	\$4,599.96
LC	OCATION 23: AREAS OFF DOWNTO		UARE OTAL	\$660.00	\$7,920.00	\$1,350.00	\$16,200.00	\$1,724.99	\$20,699.88
LOCAT	TION 24: PARK PLACE DR. MEDIANS								
Α.	Lawn Mowing/Trimming/Edging	12	Each	\$110.51	\$1,326.12	N/A	N/A	\$300.00	\$3,600.00
В.	Fertilization and Weed Control	12	Each	\$73.68	\$884.16	N/A	N/A	\$6.67	\$80.04
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$23.98	\$287.76	\$200.00	\$2,400.00	\$33.33	\$399.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$36.83	\$441.96	\$50.00	\$600.00	\$175.00	\$2,100.00
LOC	CATION 24: PARK PLACE DR. MEDI	ANS T	OTAL	\$245.00	\$2,940.00	\$250.00	\$3,000.00	\$515.00	\$6,180.00
LOCAT	TION 25: BICENTENNIAL PLAZA						1		ı
A.	Lawn Mowing/Trimming/Edging	12	Each	\$210.03	\$2,520.36	\$600.00	\$7,200.00	\$783.33	\$9,399.96
В.	Fertilization and Weed Control	12	Each	\$140.24	\$1,682.88	\$50.00	\$600.00	\$50.00	\$600.00
С.	Over Seeding and Aeration	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$652.00	\$7,824.00	\$600.00	\$7,200.00	\$141.67	\$1,700.04
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$687.61	\$8,251.32	\$200.00	\$2,400.00	\$616.67	\$7,400.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$70.12	\$841.44	\$50.00	\$600.00	\$358.33	\$4,299.96
	LOCATION 25: BICENTENNIAL PL	AZA T	TOTAL	\$1,760.00	\$21,120.00	\$1,500.00	\$18,000.00	\$1,950.00	\$23,400.00
LOCAT	TION 26 – COLLEGE CORRIDOR				<u>-</u>		= 	·	
	Lawn Mowing/Trimming/Edging	12	Each	\$1,638.13	\$19,657.56	\$4,000.00	\$48,000.00	\$1,650.00	\$19,800.00
A.	Lawii Mowing/ Hillining/Euging		T71-	\$1,092.08	\$13,104.96	\$2,000.00	\$24,000.00	\$266.67	\$3,200.04
	Fertilization and Weed Control	12	Each	\$1,072.00					
A.		12 12	Each	N/A	N/A	N/A	N/A	N/A	N/A
A. B.	Fertilization and Weed Control Over Seeding and Aeration Management of Ornamental Shrubs, Trees and Landscaped Beds				N/A \$23,625.00	N/A \$1,000.00	N/A \$12,000.00	N/A \$566.67	N/A \$6,800.04
A. B. C.	Fertilization and Weed Control Over Seeding and Aeration Management of Ornamental Shrubs,	12	Each	N/A					

A. Lewn Moving Firmming Indiag. 12 Each \$44.38 \$552.5 NA NA \$50.00 \$52.00 \$12.00 \$1.20 \$1.20 \$1.20	LOCAT	ION 27: MEDIAN IN JACKSON ST								
B. Everlitation and Weed Coardo 12 Lach \$329.57 \$354.84 N/A \$1.67 \$2004 E. Management of Ornamental Shubs, 12 Each \$1.31.25 \$1.575.00 \$200.00 \$2,400.00 \$175.00 \$2,100.00 F. Renoval of Trash and Pobris from 2 Fach \$14.80 \$177.60 \$500.00 \$600.00 \$100.00 \$1,200.00 E. Declarity of Trash and Pobris from 2 Fach \$1.480 \$177.60 \$500.00 \$3,000.00 \$375.00 \$4,000.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Renoval of Trash and Pobris from \$1.00 \$1.00.00 E. Renoval of Trash and Pobris from \$1.00 \$1.00.00 E. Renoval of Trash and Pobris from \$1.00 \$1.00.00 E. Renoval of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00 \$1.00.00 E. Declarity of Trash and Pobris from \$1.00	A.	Lawn Mowing/Trimming/Edging	12	Each	\$44.38	\$532.56	N/A	N/A	\$98.33	\$1,179.96
E.	B.		12	Each				N/A		
Parking Lots and Walkeways	E.		12	Each	\$131.25	\$1,575.00	\$200.00	\$2,400.00	\$175.00	\$2,100.00
A. Lawn Mowing Trimming Edging 12 Each \$59.17 \$1,142.04 \$250.00 \$300.00 \$416.67 \$520.90 \$22.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$20.83 \$229.96 \$30.00 \$22.80 \$30.00 \$22.80 \$30.00 \$22.80 \$30.00 \$22.80 \$30.00 \$32.80 \$30.0	F.		12	Each	\$14.80	\$177.60	\$50.00	\$600.00	\$100.00	\$1,200.00
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C. Over Seeding and Aeration 12 Each N/A								•		
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F. Removal of Trash and Debris from Parking Lots and Walkways 12 Each S126.05 S1,512.60 S2,800.00 S600.00 S346.67 S4,160.04	C.	8	12	Each	N/A	N/A	N/A	N/A	N/A	N/A
Parking Lots and Walkways	E.	Trees and Landscaped Beds	12	Each	\$49.66	\$595.92	\$200.00	\$2,400.00	\$95.83	\$1,149.96
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A. Lawn Mowing/Trimming/Edging 12 Each \$126.05 \$1,512.60 \$350.00 \$4,200.00 \$255.83 \$3,549.96 B. Fertilization and Weed Control 12 Each \$84.04 \$1,008.48 \$50.00 \$600.00 \$25.00 \$300.00 D. Seasonal Color \$12 Each \$161.33 \$1,935.96 \$1/A \$1/A \$1/A \$1/67.67 \$2,012.04 E. Management of Ornamental Shrubs, 12 Each \$161.33 \$1,935.96 \$1/A \$1/A \$1/67.67 \$2,012.04 E. Management of Ornamental Shrubs, 12 Each \$56.06 \$918.72 \$250.00 \$3,000.00 \$62.50 \$750.00 F. Removal of Trash and Debris from 12 Each \$42.02 \$504.24 \$200.00 \$2,400.00 \$175.00 \$2,100.00 D. CATION 39: HISTORIC CEMETERY \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00 F. Management of Ornamental Shrubs, 12 Each \$42.02 \$504.24 \$200.00 \$2,400.00 \$175.00 \$2,100.00 D. CATION 31: CEMETERY ALONG ATHA ST. \$1.00 \$1	LOCA	TION 28 – CULVER/PIKE PARKING	LOT	ΓΟΤΑL	\$240.00	\$2,880.00	\$525.00	\$6,300.00	\$880.00	\$10,560.00
B. Fertilization and Weed Control 12 Each S4.04 S1.008.48 S50.00 S600.00 S25.00 S300.00			1	T = -	0.10.5.7	01.510.55	00.50.55	T 04.200.55	0007.77	#2 - 10
C. Over Seeding and Aeration 12 Each N/A N										
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Trees and Landscaped Beds 12 Each \$42.02 \$504.24 \$200.00 \$2,400.00 \$175.00 \$2,100.00	D.	Seasonal Color	12	Each	\$161.33	\$1,935.96	N/A	N/A	\$167.67	\$2,012.04
F. Parking Lots and Walkways 12 Each \$42.02 \$504.24 \$200.00 \$2,400.00 \$175.00 \$2,100.00	E.	Trees and Landscaped Beds	12	Each	\$76.56	\$918.72	\$250.00	\$3,000.00	\$62.50	\$750.00
DCATION 29: HOTEL / PARKING DECK TOTAL \$490.00 \$5,880.00 \$850.00 \$10,200.00 \$726.00 \$8,712.00	F.		12	Each	\$42.02	\$504.24	\$200.00	\$2,400.00	\$175.00	\$2,100.00
A. Lawn Mowing/Trimming/Edging 12 Each S2,812,50 S33,750,00 \$1,000,00 \$12,000,00 \$500,00 \$6,000,00	-		FCK 1	FOTAL	\$400.00	\$5,880,00	\$850.00	\$10,200,00	\$726.00	\$8.712.00
B. Fertilization and Weed Control 12 Each N/A N/A \$100.00 \$1,200.00 N/A N/A E. Trees and Landscaped Beds 12 Each N/A N/A \$200.00 \$2,400.00 \$500.00 \$6,000.00 F. Removal of Trash and Debris from Parking Lots and Walkways 12 Each \$104.17 \$1,250.04 \$100.00 \$1,200.00 \$500.00 \$6,000.00 LOCATION 31: CEMETERY ALONG ATHA ST. TOTAL \$2,916.67 \$35,000.04 \$1,400.00 \$16,800.00 \$1,500.00 \$18,000.00 LOCATION 32: HISTORIC CEMETERY				Each	\$2.812.50	\$33,750.00	\$1,000,00	\$12,000.00	\$500.00	\$6,000,00
E. Management of Ornamental Shrubs, Trees and Landscaped Beds 12 Each N/A N/A \$200.00 \$2,400.00 \$500.00 \$6,000.00										
Fees and Landscaped Beds	Г									
Parking Lots and Walkways		Trees and Landscaped Beds						•		
A. Lawn Mowing/Trimming/Edging 12 Each \$446.67 \$5,360.04 \$2,000.00 \$24,000.00 \$100.00 \$1,200.00		Parking Lots and Walkways				,				
A. Lawn Mowing/Trimming/Edging 12 Each \$446.67 \$5,360.04 \$2,000.00 \$24,000.00 \$100.00 \$1,200.00 B. Fertilization and Weed Control 12 Each N/A N/A \$200.00 \$2,400.00 N/A N/A E. Management of Ornamental Shrubs, Trees and Landscaped Beds 12 Each N/A N/A \$500.00 \$6,000.00 \$50.00 \$600.00 F. Removal of Trash and Debris from Parking Lots and Walkways 12 Each \$20.00 \$240.00 \$500.00 \$6,000.00 \$100.00 \$1,200.00 LOCATION 32: HISTORIC CEMETERY TOTAL \$466.67 \$5,600.04 \$3,200.00 \$38,400.00 \$250.00 \$3,000.00 IRRIGATION MAINTENANCE ITEM # DESCRIPTION ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE 1 Historic Courthouse \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B 2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 <td< td=""><td></td><td></td><td>ST.</td><td>ГОТАL</td><td>\$2,916.67</td><td>\$35,000.04</td><td>\$1,400.00</td><td>\$16,800.00</td><td>\$1,500.00</td><td>\$18,000.00</td></td<>			ST.	ГОТАL	\$2,916.67	\$35,000.04	\$1,400.00	\$16,800.00	\$1,500.00	\$18,000.00
B. Fertilization and Weed Control 12 Each N/A N/A \$200.00 \$2,400.00 N/A N/A	LOCAT					•				
E. Management of Ornamental Shrubs, Trees and Landscaped Beds 12 Each N/A N/A \$500.00 \$6,000.00 \$50.00 \$600.00 F. Removal of Trash and Debris from Parking Lots and Walkways 12 Each \$20.00 \$240.00 \$500.00 \$6,000.00 \$100.00 \$1,200.00 LOCATION 32: HISTORIC CEMETERY TOTAL \$466.67 \$5,600.04 \$3,200.00 \$38,400.00 \$250.00 \$3,000.00 IRRIGATION MAINTENANCE ITEM # DESCRIPTION ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE N/B N/B 2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 N/B N/B 3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B										
F.	В.		12	Each	N/A	N/A	\$200.00	\$2,400.00	N/A	N/A
F. Removal of Trash and Debris from Parking Lots and Walkways 12 Each \$20.00 \$240.00 \$500.00 \$6,000.00 \$100.00 \$1,200.00 LOCATION 32: HISTORIC CEMETERY TOTAL \$466.67 \$5,600.04 \$3,200.00 \$38,400.00 \$250.00 \$3,000.00 IRRIGATION MAINTENANCE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE 1 Historic Courthouse \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B 2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 N/B N/B 3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B 1 N/B N/B N/B N/B N/B 1 WINTERIZE ACTIVATE WINTERIZE ACT	E.		12	Each	N/A	N/A	\$500.00	\$6,000.00	\$50.00	\$600.00
LOCATION 32: HISTORIC CEMETERY TOTAL \$466.67 \$5,600.04 \$3,200.00 \$38,400.00 \$250.00 \$3,000.00 IRRIGATION MAINTENANCE ITEM # DESCRIPTION ACTIVATE WINTERIZE ACTIVATE WINTERIZE 1 Historic Courthouse \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B 2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 N/B N/B 3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B	F.	Removal of Trash and Debris from	12	Each	\$20.00	\$240.00	\$500.00	\$6,000.00	\$100.00	\$1,200.00
ITEM # DESCRIPTION ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE ACTIVATE WINTERIZE 1 Historic Courthouse \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B 2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 N/B N/B 3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B		-	ERY T	ΓΟΤΑL	\$466.67	\$5,600.04	\$3,200.00	\$38,400.00	\$250.00	\$3,000.00
1 Historic Courthouse \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B 2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 N/B N/B 3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B	IRRIGA	TION MAINTENANCE								
2 Heritage Trail \$130.00 \$60.00 \$500.00 \$500.00 N/B N/B 3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B	ITEM#	DESCRIPTION			ACTIVATE	WINTERIZE	ACTIVATE	WINTERIZE	ACTIVATE	WINTERIZE
3 Police Headquarters \$255.00 \$125.00 \$500.00 \$500.00 N/B N/B	1	Historic Courthouse			\$255.00	\$125.00	\$500.00	\$500.00	N/B	N/B
	2	Heritage Trail			\$130.00	\$60.00	\$500.00	\$500.00	N/B	N/B
4 The Interchange \$85.00 \$45.00 \$1,000.00 \$1,000.00 N/B N/B	3	Police Headquarters			\$255.00	\$125.00	\$500.00	\$500.00	N/B	N/B
	1									

COST TABULATION PAGE 14 3

5	The Gateway			\$1,000.00	\$1,000.00	N/B	N/B
6	Burson Point	\$130.00	\$60.00	\$500.00	\$500.00	N/B	N/B
IRRIGATION MAINTENANCE TOTAL		\$1,270.00		\$8,000.00		N/B	
	TOTAL	\$537,970.00		\$524,900.00		\$580,336.68	
TOTAL WITH OPTIONS		\$578,570.08		\$580,100.00		\$601,336.68	
OPTIO	NAL ITEMS:						
	Aeration 1 Sq Ft	\$0.02		\$0.02		\$0.010	
	Lime Application 1 Sq Ft	\$0.02		\$10.00		\$0.010	
	Pesticide Application 1 Sq Ft	\$0.01		\$10.00		\$0.030	
	Fungicide Application 1 Sq Ft	\$0.02		\$10.00		\$0.040	
Will vendor hold pricing firm? Renewal Option 1		3% in	crease	2% in	crease	3% in	crease
Will vendor hold pricing firm? Renewal Option 2		3% in	crease	2% in	crease	3% in	crease
Will vendor hold pricing firm? Renewal Option 3		3% in	crease	3% in	crease	3% in	crease
Will vendor hold pricing firm? Renewal Option 4		3% in	crease	3% in	crease	3% in	crease



August 2, 2023

REQUEST FOR PROPOSAL RP003-24

The City of Lawrenceville is soliciting competitive sealed proposals from qualified contractors for the **Provision of Landscape and Maintenance Services on an Annual Contract** with four (4) renewal options.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 3:00 P.M. local time on **Monday, September 4, 2023** at the Lawrenceville City Hall – Finance Office, Main Level, Room M46A - 70 S. Clayton Street, Lawrenceville, Georgia 30046. Any proposal received after this date and time <u>will not be accepted.</u> Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. Proposals are legal and binding upon the bidder when submitted. **One (1) unbound original, four (4) bound copies, and one (1) PDF Electronic Copy without FEE SCHEDULE should be submitted.**

The FEE SCHEDULE should be in a separate sealed envelope.

A pre-proposal conference is scheduled for 10:00 a.m. on Thursday, August 17, 2023 at Lawrenceville City Hall located at 70 S. Clayton Street, 4th floor, City Council Chambers, Lawrenceville GA 30046. All contractors are urged to attend.

Questions regarding proposals should be directed to Steve Murray, Purchasing Director, at <u>steve.murray@lawrencevillega.org</u> or by calling 678-407-6420, no later than 3:00 P.M. on **August 23**, **2023**.

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

The written proposal documents supersede any verbal or written prior communications between the parties.

Evaluation criteria is outlined in the request for proposal documents. The City of Lawrenceville reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be sent to companies submitting a proposal via email.

We look forward to your proposal and appreciate your interest in the City of Lawrenceville.

Steve Murray, CPPB Purchasing Director

3.

RP003-24 Page 2

Proposal Content

The proposal shall be responsive to the specific range of issues described in this Request for Proposal. Contractors are asked to read the document carefully to ensure that they address the specific requirements of this request and submit all requested information. Fee Schedule shall be submitted in a **separate** sealed envelope. Only one (1) Cost Proposal Schedule is required. The proposing firm's history and experience relevant to City of Lawrenceville needs should be discussed, including a description of the firm's direct experience with similar types of projects and efforts.

Evaluation Procedures

The Proposal Evaluation Team will be comprised of four (4) evaluators. During the first phase of the evaluation, the Evaluation Team will have access to all proposal materials except the **separately sealed Pricing.** Proposals will initially be scored based on the technical criteria. Pricing will then be opened and points assigned by a mathematical formula. The evaluation team may short list the highest scoring firms. The number of respondents short listed will be at the discretion of the evaluation team. The evaluation team may invite any number of the highest rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the service provider with no obligation to the City. The decision to interview and the number of firms to interview is at the sole discretion of the evaluation team. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The City reserves the right to negotiate price and scope of work with the service provider scoring highest in an attempt to reach agreement. If negotiations with the highest scoring service provider are unsuccessful, the City may then negotiate with the second highest scoring service provider and so on until a satisfactory agreement has been reached.

Categories

The prospective contractor's proposal shall be responsive to the specific range of information, subjects, and work items described in this Request for Proposal. Contractors are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this request and submit requested information. Proposing contractors will be evaluated and scored based on the information provided in their proposals as it relates to this request. The contractor's proposal shall be organized in the order and format described below. Each proposal shall include the following information.

Background and Experience of the Company

Provide a narrative description of the company's history, purpose, range of services, resources, financial stability, and past and current business activities. In the latter area, describe in detail the company's experience in the landscaping field and in particular in ongoing landscape, and grounds maintenance. Indicate the numbers, types, and sizes (an average) of the facilities previously and presently serviced; and indicate the scope of services provided by the company and the value of grounds maintenance contracts for this year (2023) and the past three years (2020–2022). Also describe any special capabilities of the company, such as resources, programs and practices that set it apart from other firms. This part of the proposal should be concise and not be overly long.

References

Provide five (5) references for landscape/grounds maintenance contracts presently underway or for services completed within the past three (3) years. References must be for services on individual facilities of not less than five (5) acres of grounds area and whenever possible should show the company's ability to service campus settings or multiple properties similar to the number and area included in the scope of this Request for Proposals. References must indicate the client,

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the facility or facilities included in the contract, the size(s) of the site or sites maintained, the full range of services provided, the contract time frame. Each reference shall include a contact person who has direct knowledge of the services, and a current phone number and e-mail address for the contact. This latter information is critical. The City's inability to contact references may result in a reduction in points for this category.

Service Delivery/Staffing, Training and Supervision/Equipment

Without simply reiterating the Scope of Services within the Request for Proposal, provide a description of the firm's proposed services that shows an understanding of the scope requested by the City and indicates the firm's ability to efficiently and comprehensively schedule the services and allocate its resources. Describe the number of staff to be utilized and the basic allocation of vehicles and major equipment. Also describe any special processes, treatments, materials/supplies, and/or personnel skill-sets that will be included in the service delivery program. And, in particular, indicate how the firm will provide supervision and insure quality control.

Although the basic services do not include any landscaping, irrigation and planting activities, the contract scope/pricing does provide for these enhancements as additional services. So it is important to the City that the contractor have the capability to design and install landscape modifications and enhancements. The proposing firm should describe its experience and capabilities in this area and how it would approach such design/installation requests and integrate these activities into its maintenance philosophy and processes.

Provide a listing of the manager(s) and supervisors that will work on these proposed services and include copies of their resumes. Provide information on how employees are hired and trained and describe the company's processes for maintenance of security and promotion of safety.

Service Programs/Initiatives Supporting Environmental Sustainability and Protection

The City does not specify that these requested services conform to any set standard of practices that promote environmental sustainability. Nevertheless, the Mayor and Council are committed to advancing such practices in the City's operations. Thus, the proposing firms should indicate as a part of their proposals what maintenance practices they intend to implement that support environmental sustainability objectives. These practices and actions can be in any or all of the following areas: use of alternative fuel/low emission vehicles and equipment, integrated pest management, use of organic fertilizers and fertilizers with low impact on surface and ground water, guidance toward drought tolerant landscaping, and guidance toward resumption of limited and centrally controlled irrigation.

Evaluation Criteria

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria's values weighted as shown below:

	<u>Criteria</u>	Maximum points
1.	Background and Experience of Company	25
2.	References – Comparability and Quality	20
3.	Service Delivery/Staffing, Training, and Supervision/Equipment	25
4.	Service Programs/Initiatives Supporting Environmental	
	Sustainability and Protection	10
5.	Cost Proposal	<u>20</u>
	-	Total 100

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6. Optional Interview

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The City of Lawrenceville reserves the right to seek clarification on missing or ambiguous materials. Submitted proposals that fail to provide the requested documents/forms in this RFP may be deemed non-responsive.

At the discretion of the Proposal Evaluation Team, interviews may be conducted during the last phase of the evaluation process. The dates and nature of the interview requirements will be communicated to the invited proposers. Interviews will require the active participation of the proposed project manager. All costs associated with the presentation/interview are the responsibility of the respondent.

PROVISION OF LANDSCAPE AND MAINTENANCE SERVICES ON AN ANNUAL CONTRACT

I. INTRODUCTION

The City of Lawrenceville is soliciting from qualified contractors proposals for either Comprehensive or Partial Landscaping Maintenance Services on the sites of 29 locations. The requested services vary depending on the location and may include any or all of the specific services and/or work items described below in Section II, Scope of Services.

Landscaping Enhancements also may be requested by the City and will be furnished by the Contractor on a time and material basis as authorized by the City.

Certain designated treatments and services are included in the Scope of Services as Optional Services that will be furnished and implemented by the Contractor at set unit costs when requested and authorized by the City.

The City reserves the right to add facilities during the contract period at mutually agreeable and comparable rates, and to delete facilities as needed.

The facilities included in the Scope of Services are listed and described in Section III. Proposal Submission Requirements are detailed in sections entitled Proposal Submission Instructions and Categories. The format of the Contractor's Cost Proposal is included as Section VIII.

II. SCOPE OF SERVICES

The lawns covered under this contract are a variety of sizes and types, and the proposing firms shall be responsible for viewing them to determine the requirements for maintaining each. Most of the lawns are either Bermuda or Fescue, but some do not have clearly defined turf, and in other areas Zoysia is planted. Many of the facilities have zoned sprinkler systems for lawn/turf irrigation

A. Lawn Mowing/Trimming/Edging

During the growing season, the Contractor shall mow lawns and turf areas every seven (7) days, or as weather conditions dictate. Prior to each mowing, trash, sticks, and other unwanted debris shall be removed from the lawn, adjacent plant beds, walkways, and curbs. Mowing shall be done with bagging or mulching equipment to prevent side discharges that may injure pedestrians or damage property, and to ensure a clean and neat appearance upon completion. Mowers utilized shall be kept well maintained, and mower blades shall be kept sharp so as to not damage the grass. Also, during drier periods, the height of the cut shall be raised so as to prevent damage to the grass. Mowing patterns shall be alternated on a regular basis to prevent the formation of ruts from the mower wheels.

With each mowing operation, the Contractor also shall provide trimming and edging services with powered or manual equipment as needed. All lawn areas shall be trimmed around lawn furniture, signs, trees, shrubs, planting beds, walkways, curbs, concrete pads, and other obstacles. The Contractor also shall remove resultant clippings, as well as excess grass

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clippings and other debris from walkways, curbs, and planting beds. With every other mowing operation, the Contractor shall mechanically edge bed lines, walkways, curbs and other paved areas. The Contractor also shall remove debris from said edging, and sweep or blow landscaped surfaces clean. In October and November, Contractor with each mowing will mulch and remove leaves from lawn and turf areas. Under no circumstances shall grass clippings, leaves, or other debris be blown or swept into the streets or rights of way.

Warm Season Grasses: Lawns with warm season grasses will be scalped to a height of approximately 1.5 inches in early March prior to the growing season. During the growing season, lawn areas with warm-season grasses will be maintained at a height of 2 to 2.5 inches. As noted earlier, exceptions may be made to this requirement during particularly dry periods. When warm-season grasses are fully dormant, no mowing and associated trimming and edging will be required.

Cool Season Grasses: During the mowing season, lawns with cool season grasses typically will be maintained at a height of from 3 to 4.5 inches. The Contractor may use its professional judgment to insure that grass blades are adequate in length to shade the root And as noted earlier, exceptions may be made to this requirement during particularly dry periods. Outside of the prime mowing season for these grasses, Contractor shall monitor lawns to determine if any mowing and associated trimming is necessary. If such services are required, Contractor shall mow and trim lawns to maintain a neat appearance.

В. Fertilization and Weed Control

The City recognizes that every lawn has different characteristics, and that to be effective the selected Contractor may have to customize its treatment of the various lawns. Thus, the City does not attempt to specify the nature and intensity of all chemicals, fertilizers, or other products to be used. Nevertheless, the City does require that at a minimum, the Contractor provide the following number and types of applications at each facility where these services are requested. These applications will be considered basic services and should be included in the Contractor's fee.

Warm Season Grasses:

<u>Early Spring Application:</u> Apply pre-emergent herbicide for crabgrass control and postemergent herbicide for control of broadleaf and grass weeds.

Late Spring Application: Apply pre-emergent herbicide for crabgrass control and postemergent herbicide for control of broadleaf and grass weeds. Apply blended fertilizers at a heavy rate for green-up and winter season recovery.

Early Summer Application: Apply pre-emergent herbicide (booster) if needed for continued crabgrass control. Apply post-emergent herbicide selectively for control of broadleaf and grass weeds. Apply balanced dry fertilizer to hold peak color.

<u>Late Summer Application:</u> Apply post-emergent herbicide (if necessary) for control of

<u>Fall Application (October)</u>: Apply custom blended fertilization to encourage and enhance root growth as grass goes dormant. Apply pre-emergent herbicide to prevent winter annuals such as poa annua, henbit, and chickweed that commonly invade dormant turf.

summer broadleaf and grass weeds. Apply slow-release fertilizer to maintain color in peak

Cool Season Grasses:

growing season.

<u>Early Spring Application:</u> Apply pre-emergent herbicide for crabgrass and broadleaf weed control. Apply balanced fertilizer to promote root development and color in the turf.

<u>Late Spring Application:</u> Apply pre-emergent herbicide to extend crabgrass and broadleaf weed control. Apply balanced fertilizer that prepares turf for summer weather.

<u>Early Summer Application:</u> Spot-treat turf with herbicides that control summer and annual weeds. Inspect turf for disease and turf-damaging insects and recommend needed treatments (provided on a unit-cost basis). Apply custom blend slow-release fertilization to enhance color in the non-peak growing season.

<u>Early Fall Application</u>: After fall overseeding, apply dry fertilizer at ha eavy rate to promote full recovery and aid newly seeded turf in germination and root development during peak growing season.

<u>Late Fall Application</u>: Apply fertilization to maintain peak color and promote root growth over winter.

Because the results of a turf management program can be adversely affected by weather, the Contractor will provide service calls and diagnosis between applications at no additional charge to the City. If additional or specialized turf applications are needed because of insects and/or disease, the Contractor will recommend treatments and provide those at the unit prices outlined herein or as based upon written proposals provided by the City during the service period.

C. Over Seeding and Aeration

Aeration shall be done once per year to lawns with cool-season grasses covered by these services. Aeration of cool season grasses such as tall fescue shall be coordinated with overseeding, which shall be implemented in early fall prior to the "early fall application" of fertilizers. Aeration of fescue shall consist of removing soil plugs to a depth of 1 ½ to 2 inches uniformly over the entire lawn. Overseeding of fescue lawns shall be implemented with a turf-type fescue applied at a rate of 4 to 5 pounds per 1,000 sq. ft.

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D. Maintenance of Flower Beds and Seasonal Color

Annual color beds and containers shall be maintained to sustain attractive, healthy plants and uniform density with no bare spots. Beds shall be kept free of weeds, trash, and debris.

- At planting annual plants shall be 80% in bloom. Annuals and perennials shall be free
 of insects and disease; uniform in height and size; and have a fully developed root
 system
- Two plantings per year of appropriate seasonal plants which provide color and are suitable for the conditions of the planting location.
- Beds shall be properly prepared. Previously planted material removed, soil loosened to a depth of 8 inches, add organic matter to a depth of 1 inch, suitably fertilized and watered.
- Keep color beds free of weeds and debris on a weekly basis. Regularly monitor beds for disease and insect infestation and treat as required.
- Provide horticultural management to insure the seasonal color is maintained in a healthy, vigorous condition throughout its normal flowering period.
- Monitor mulch levels and add materials to maintain a fresh, manicured appearance. Remove weeds manually as needed. Remove spent blossoms on a weekly basis to maintain plants in most attractive forms.

E. Management of Ornamental Shrubs, Trees and Landscaped Beds

The City requests a program for the management and upkeep of the ornamental shrubs and trees in the various bed areas, median strips and islands at the designated facilities. This program will be a comprehensive maintenance effort intended to support the health and growth of the plant material; keep it free of damage by insects, fungi and disease; and shape and maintain it in a neat and aesthetically pleasing manner.

1. Weed Control

The Contractor shall weed beds containing ground cover, perennials, shrubs and trees on a regular basis throughout the growing season to maintain a neat appearance at all times. This weed control will be accomplished through mulching, hand weeding and application of pre-emergent and post-emergent herbicides as needed. The Contractor shall make one scheduled pre-emergent herbicide application in all bed areas in early spring. Beds with ground cover that may be damaged by pre-emergent applications shall be excluded from this scheduled application. Use of post-emergent herbicides will be at the Contractor's discretion and recommendation, but with the City's approval of the frequency and type of application.

2. <u>Fertilization</u>

Contractor shall fertilize shrubs and ground covers with a balanced fertilizer at a rate of 4 pounds per 100 square feet of bed area once in the spring. Contractor will fertilize all ornamental trees (under 12 feet in height) in beds or tree rings once per year with a balanced fertilizer at a rate of 1 pound per inch of trunk caliper.

3. <u>Pruning</u>

Contractor shall prune ornamental shrubs in accordance with proper horticultural practices and industry standards. Shrubs shall be pruned as necessary to remove dead branches, develop the natural form of the plants and create the effect desired by the City. Shrubs that require trimming and shearing to maintain a formal appearance will be trimmed and/or sheared three (3) times in growing season, or as recommended by Contractor. Flowering shrubs will be pruned after blooming. The Contractor will provide one severe pruning of shrubs late in the dormant season if required by proper horticultural practices. (The Contractor will not be responsible for rejuvenation pruning of overgrown shrubs, but it will trim such shrubs to prevent encroachment on walkways or parking areas.)

The Contractor shall edge and prune groundcovers to contain them within their borders. The Contractor also will cut back and prune perennials at appropriate times.

The Contractor shall prune all trees under 12 feet in height that are within beds or tree rings. A formal pruning including cuts to lateral branches and buds will be made once per year. During regular site visits, subsequent prunings will be made to eliminate suckers, water sprouts and low hanging branches. All tree pruning will be performed under the guidelines provided by the National Arborist Association for Class II, Standard Pruning.

Contractor shall clean up and dispose of all debris caused by any of the above described pruning activities. Unless directed differently by the City, the Contractor will complete these cleanup activities on the same day that the pruning is performed.

4. Insect, Fungus and Disease Control

The Contractor shall provide a program for control of insects, fungus and disease that may affect the shrubs and trees to be maintained under this section. This program shall apply to shrubs and trees under 25 ft. in height. The Contractor shall develop this program utilizing integrated pest arrangement practices with these six components: 1) emphasis on control not eradication, 2) preventive planting and maintenance practices, 3) regular observation and monitoring, 4) mechanical controls, 5) biological controls, and 6) responsible pesticide use. Although the Contractor may develop its own monitoring schedule, at a minimum, it should include inspections in early March, May, July, and October. The program will allow for utilization of pesticides and fungicides only as a last resort for control or to eradicate identified infestations. The Contractor will inform the City of any infestations detected and will provide a scope and cost proposal for the City's consideration. Upon the City's authorization, the Contractor will provide the proposed treatments. The times, dates and locations of all such pesticide applications must be provided to the City in advance. Such applications must be on weekends or off normal business hours, and the Contractor will provide all notices, barriers and traffic restrictions required to insure the safety of employees and the public.

5. Mulching

The Contractor shall be responsible for providing and installing pine straw mulch twice per year as required in all presently mulched beds at the designated facilities. Where applicable, prior to mulch installation, all bed lines and tree rings will be edged at a 90-degree angle to a depth of two inches. All lines will be smooth and continuous. The Contractor will install pine straw mulch to a uniform depth of three (3) inches in all plant beds and tree rings. The mulch will be pulled back from plant crowns and stems, all excessive sticks and pine cones will be removed from the mulch, and the edges will be neatly rolled and tucked. The Contractor will blow or sweep pine straw from walkways and other hard surfaces next to mulched areas, and will remove from the sites all debris and trash resulting from its mulching operations. In the period from November through January, or as the season dictates, Contractor will remove leaves from formally bedded areas. Excess pine straw, debris and leaves will be bagged and removed from service sites.

F. Removal of Trash and Debris From Parking Lots and Walkways

At the designated facilities, the Contractor shall provide a regularly scheduled clean-up of parking lots, driveways, sidewalks, walkways, plazas, porte-cocheres, and building entry ways. During mowing season, this clean-up may be performed in conjunction with mowing services. During the off-season period, these services will be provided on a weekly basis. These clean-ups will include the sweeping and or blowing of trash and debris from the hardscape surfaces described above and removal of trash and debris from the landscaped areas.

G. Optional Services

Aeration

Although aeration of cool season grasses is within basic services, aeration of other lawns will be as recommended by the Contractor to reduce soil compaction common in clay soils. Aeration will be implemented only when agreed to and authorized by the City. Aeration will be accomplished utilizing an open-tine coring type aerator with a 3/8 inch to 5/8 inch diameter core or five-point disc with four-inch penetrating spikes. Aeration spikes optimally should penetrate the soil to a minimum depth of 1 ½ inch depending on soil conditions. Pricing for aeration will be on a square-foot basis.

Lime Application

As a basic service, the Contractor will provide free soil analyses to determine if lime applications are necessary to reduce the acidity of soils in turf areas. Where turf areas are determined to have a pH of 6.0 or less the Contractor, at the City's directive, will apply lime. Lime applications typically will be at a rate of 25 pounds per 1000 square feet of turf. Pricing will be on a square foot basis.

Pesticide/Fungicide Applications

As a part of its basic services, the Contractor will have responsibility for inspecting turf areas for disease, fungus and insect infestations. Treatment to control disease, fungi, and insects in turf areas will be only upon the Contractor's recommendation and City's approval. The City requests that the Contractor endeavor to provide such treatments through integrated pest management practices, but recognizes that use of pesticides or fungicides may be necessary as

a last resort. Applications will be with materials and under schedules approved by the City. Pricing will be on a square foot basis.

Fertilizer/Herbicide Applications

In addition to the provision of each of the Fertilizer/Herbicide Applications as basic services, the City may choose to have the Contractor provide these same services selectively at locations not included in the basic services designations. Pricing for these applications will be on a square foot basis.

H. Enhancement Services

The City may request the Contractor to replace or add to the quantity of existing plant material; or to design, specify, purchase and install landscaping enhancements at various properties. These enhancements may include permanent installations and the installation and maintenance of seasonal color. Enhancements also may include labor and equipment for "bush hogging" lots, clearing and removing undergrowth, and removing ground cover and shrubs.

To initiate Enhancement Services, the City will solicit from the Contractor written proposals that describe the scope of services and detail projected costs with breakdowns for plant materials, equipment usage, labor hours/rates as provided in this proposal, and miscellaneous items. The City will provide written authorization to the Contractor to implement Enhancement Services work items. The Contractor should purchase no plant material until after a written authorization is received. The City reserves the right to purchase sod, shrubs, trees or other plant materials from other sources if it deems such is in the City's best interest. In these instances, the Contractor is still required to install the material at the hourly rates in its proposal.

Compensation for Enhancement Services typically will be on a time and material basis, utilizing the hourly labor rates within this proposal and actual market costs of plant material, equipment and miscellaneous items. No mark-ups above these costs will be paid by the City. Invoicing will be under the terms and procedures described elsewhere in these procurement documents.

III. SERVICE LOCATIONS

A. Service Locations for Landscaping Maintenance

The following facilities will receive either comprehensive or partial Landscaping Maintenance Service. The proposing firms can determine the level of service from review of the Bid Schedule for each category of work.

LANDSCAPE MAINTENANCE SERVICE LOCATIONS

	City Hall - 70 South Clayton Street (area between Nash, S. Clayton, Church and the outer
1.	edge of the employee parking area.)
	Lawrenceville Public Works Facility – 435 W Pike Street (all areas inside the gate, detention
2.	ponds, and the areas in front of the building and parking area.)
	Boulder Creek Coffee – Lawrenceville Arts Center - Parking Deck Areas (area bounded by
3.	Pike, Chestnut, Crogan, and Clayton Streets

	Historic Courthouse/Downtown Square (areas outside the Courthouse Square fence on both
	sides of Clayton, Pike, Perry and Crogan from Culver to Chestnut) This includes all 4 corners
4.	of all 4 intersections around the courthouse square.
	Heritage Trail (Beginning on Constitution where Veterans Memorial walkway joins
	Constitution sidewalk; then east on Constitution, along Luckie to Chestnut; north on Chestnut
5.	to Crogan; and east on Crogan to Jackson St.)
	Police Dept. (Frontage along Scenic & Jackson, the embankment on the north side of bldg.,
6.	areas around entrances, and areas in rear parking lot.)
	Lawrenceville Lawn (210 Luckie Street), bounded by S Clayton, Luckie St & Jackson St. to
_	include all areas around the stage & parking lot. Bounded on the south by the SouthLawn
7.	development.
8.	Cooper Park (Landscaped island at Born & Eaton Streets intersection)
	Railroad Depot Area (N Clayton from the Born St intersection to the CXS crossing. Depot
	Street from N Clayton to N Perry. N Perry from Depot to Born St. Born St from N Perry to
9.	N. Clayton)
10	Jenkins Park (Area fronting Hwy 29 about 100' deep, and the inside of the park. Located
10.	west of Lancelot Way.)
1.1	The Interchange of W. Crogan & W. Pike on the west side of town (Islands created by the
11.	divergence and merge of W. Crogan and W. Pike. including Gordon St.)
	Gateway #1-Area between Old Buford Drive (SR 20) and new Buford Drive (SR 20) from its intersection with E. Bits to the and of Old SR 20. Also the Island in the middle of SR 20 at E.
12.	intersection with E. Pike to the end of Old SR 20. Also the Island in the middle of SR20 at E. Pike)
	,
13.	Burson Point (Landscaped island at N Clayton intersection with Buford Drive (SR 20))
	Scenic Highway (SR 124) (Medians only from E. Crogan to Sugarloaf. Also to include the
14.	SW corner of the intersection of SR124 & E Crogan; as well as all 4 corners of the intersection of Scenic Hwy & E. Crogan)
17.	Mahlon Burson Water Treatment Facility (750 Winer Industrial Blvd.) Including entire area
15.	inside fence.
16.	Calaboose Alley (Behind McCray's between Crogan and parking area)
	Gateway Interchange at 316/120 (to include all 4 landscaped gore areas, as well as both
17.	shoulders of the entrance & exit ramps.)
18.	Entrance to Briscoe Field (Briscoe Blvd at Hosea, both sides of the entrance)
19.	Bench areas along Paper Mill Rd (4 different areas from E Crogan to the Springlake split)
20.	Parking Lot across from City Hall – NW corner of S Clayton & Nash intersection.
	Gateway Park At the intersection of S. Perry & S. Clayton. (bounded by Nash, S. Perry, S.
21.	Clayton).
22.	SE corner Nash/Clayton. Newly installed plaza at the corner the of intersection.
	Areas just off Downtown Square. Each of these four roads, 1 block in each direction from
	downtown square. (Both sides of Pike Street, 1 block to east & 1 block to west. Both sides of
	Crogan Street, 1 block to east & 1 block to west. Both sides of Perry Street, 1 block to north
23.	& 1 block to south. Both sides of Clayton Street, 1 block to north & 1 block to south.)
24.	Park Place Dr. Medians. 5 medians along Park Place Dr. from Grayson Hwy to Simonton Rd.
25.	Bicentennial Plaza - The entire Plaza, bounded by Perry, Luckie and, Clayton Streets

	College Corridor. From CSX RR to SR316 bridge. All medians & roundabouts, shoulders on					
	both sides of road, including shoulders on both sides of each of the side streets. (side streets					
	include: Anderson Dr. from Northdale to Anderson Dr. Marie Beiser Way, from corridor to					
	Simmons, North Clayton Connector from corridor to N. Clayton, Northdale Connector from					
26.	corridor to Northdale.)					
27.	Median in Jackson St. & Atha (between Atha and E. Crogan)					
28.	Culver/Pike Parking lot –from Culver to Pike, all areas around the parking lot					
	Hotel / Parking Deck – Located between Chestnut, Crogan, Jackson, Luckie. Maintenance					
29.	required along Luckie Street & Jackson Street sides.					

OPTIONAL SERVICES

	Lawrenceville Suwanee Road. Medians & shoulders on both sides of the road from Sugarloaf
30.	Parkway to SR316 bridge. (monthly services during growing season)
	Cemetary along Atha St. cut grass 5x/year during growing season. (week prior Easter, week prior to Mother's Day, week prior to Father's Day, week prior to 4th of July, week prior to
31.	Labor Day)
	Historic Cemetery. At the split of East Crogan & E Pike, in the curve. cut grass 5x/year
	during growing season. (week prior Easter, week prior to Mother's Day, week prior to
32.	Father's Day, week prior to 4th of July, week prior to Labor Day)

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IV GENERAL REQUIREMENTS

A. Basis of Compensation

Compensation to the Contractor for Basic Services in Section II. Paragraphs A through F will be based on the monthly fees provided in the Cost Proposal for the specific services at each designated facility.

Compensation to the Contractor for Optional Services described in Section II. Paragraph G will be based on the unit prices provided for these work items in the Cost Proposal. The exception to this approach is that any specialized treatment for insects, fungus, or disease control described in II.E.4 will be billed at the rates and quantities provided in estimates submitted to and authorized by the City as described in paragraph II.E.4.

Compensation to the Contractor for Enhancement Services Section II Paragraph H will be based on hourly labor rates provided in the Cost Proposal and on the actual cost of sod, shrubs, trees, topsoil, mulch, and other materials used in the installation. Hours will be calculated daily from the time the Contractor's personnel arrive at the service location until they leave the site. Travel time to and from the location and travel time away from the site will not be compensated on an hourly basis, so the Contractor should include in its hourly rates an allocation adequate to cover the periods.

In all of its service reports and invoices, the Contractor will clearly and thoroughly describe and itemize all labor hours, equipment, parts, and plant materials associated with its time and material work. The Contractor agrees to provide documentation of all costs upon the request of the City.

B. Invoicing Requirements

For the services described in this procurement document, the Contractor shall submit its invoices directly to:

City of Lawrenceville Accounts Payable

AP.Invoices@lawrencevillega.org

Each invoice shall identify the locations, services, and rates from the Pricing Schedule.

For all of the Contractor's services provided under the unit price provisions in Optional Services or the time and materials provisions of Enhancement Services, the Contractor shall document its services through a Work Order Report. The Work Order Report shall be provided upon completion of the applicable services, shall be signed by a Contractor representative, and shall provide the comprehensive information listed below.

- 1. Location of Services Facility Name
- 2. Description of Services Performed

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- 3. Unit Costs and Extended Price (Optional Services)
- Personnel Utilized and Hours of Service (Timesheets required for services 4. with a value over \$1,000)
- 5. Calculation of Personnel Cost
- 6. Equipment & Materials Utilized/Costs/Mark-up
- Itemized Costs of Plant Materials with Copies of Supporting Invoices 7. (Enhancement Services)
- 8. **Total Cost of Services**

The Contractor shall submit the Work Order Reports within 3 business days of the completion of the services (exceptions will be made for larger scale Enhancement Services requiring more than a day of work) to the City Contract Representative. The Work Order Report shall be transmitted by facsimile or e-mail. The City's Contract Representative will review the Work Order Report and respond in writing by facsimile or e-mail to the Contractor within 4 business days to either confirm the services and costs or direct modifications.

The Contractor shall not invoice the City until it has received this confirmation. If changes are required by the City, the final invoice should reflect these modifications. The Contractor shall submit these invoices to the same address as noted above. The Work Order Report Confirmation shall be enclosed with the invoice. The invoice shall be formatted according to the terms and rates in the Proposal and Pricing Schedule. The total monetary amount on the invoice and Work Order Report shall correspond.

C. City's Contract Representative

In administering these services the City Public Works Director will designate a City Contract Representative who will have primary responsibility for communications with the Contractor. The role and responsibilities of the Contract Representative are implicit in many of the roles and actions attributed to the City throughout this document, and are spelled out in the following section and elsewhere herein.

D. Communications, Site Reviews and Reporting

Prior to the start of services under this contract the City Contract Representative will walk all of the service locations with the Contractor Representative to inspect the properties, confirm scope at each location and identify any special needs or problem areas.

The Contractor will complete and submit to the City Contract Representative a Service Report documenting each service visit for basic landscaping maintenance. The Service Report will indicate the name of the facility, the date/time of the services, the nature of services performed, and the name of the responsible technician. The Contractor will submit the Service Report to the City Contract Representative. The Contractor's failure to submit Service Reports may be reason for the City to withhold payments on the affected facilities.

The Contractor's Representative will meet with the City Contract Representative once per month to review ongoing services, the status of repairs and enhancement projects, and any special needs or problems. Two of these meetings, in April and October, will be RP003-24 Page 16

coordinated with Quality Audits in which the City Contract Representative and Contractor Representative will inspect all the service locations to assess the services being provided and identify any problems or issues that need attention.

V PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. Protection, Cleaning and Restoration of Work Sites

In providing landscaping maintenance services, the Contractor shall keep work sites clean, neat and free of debris. When services are complete, Contractor shall clean the work site and in all areas disturbed by its activities, of materials, rubbish and waste; shall remove all tools, equipment, and surplus materials from the site, and remove any temporary protection or facilities installed during its services.

B. Safety Precautions and Requirements

Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signage as required to protect Contractor's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations. Contractor shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations.

C. Specific Requirements for Use of Pesticides, Herbicides and Fertilizers

Prior to commencing work under the Contract, the Contractor will supply the City with Material and Safety Data Sheets (generally in the format of OSHA Form 174) on all chemical materials to be used under the Contract. This information will be subject to review by the City's Risk Management Division, which may restrict or otherwise provide direction on the usage of certain items. The City reserves the right to refuse the use of any material the City deems to be substandard or unsuitable. During implementation of its services, the Contractor shall take necessary precautions and safety measures required by the laws and regulations governing applications of pesticides, herbicides and fertilizers. Such applications shall comply with local, state and federal restrictions. The Contractor shall submit a copy of a current pesticide license in each year it provides services under the Contract.

VI SPECIAL REQUIREMENTS

A. Financial Recordkeeping

The Contractor is required to maintain a complete set of records, including supporting cost documentation and service correspondence for any work performed under this agreement for the life of the Contract and one (1) year thereafter.

B. Subcontracting

The City requires that these services be performed by a single contractor. If for some reason during the course of the Contract it becomes necessary for the Contractor to subcontract any services, this sub-contracting shall be done only with approval of the City,

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which shall have final approval of any subcontractor and the scope of services assigned to said subcontractor.

C. <u>Modifications in Contract Scope</u>

The City reserves the right to add or delete facilities in the Scope of Services or to modify the range of services provided at any particular facility. When changing the range of services or adding a facility to the Scope of Services, the City will solicit from the Contractor a cost proposal, which the Contractor shall develop with costs comparable to similar facilities under the Contract. When the City approves these new services (or deletes existing services) the Contract will be modified by change order to incorporate these added or deleted costs in the Contract.

D. Right of Cancellation

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

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

E. Insurance

Prior to award and throughout the contract period, the successful Contractor must submit and maintain insurance in compliance with the enclosed Standard Insurance Requirement section.

VII <u>SITE VISITS</u>

It is incumbent on each Contractor or other entity that is submitting a proposal to visit the sites listed for Landscape Maintenance Services. It shall be the prospective Contractor's responsibility to determine the areas of lawn, parking lots and mulched beds; the number of ornamental shrubs and trees to be maintained; and other quantities of service under this Agreement for each Location. If clarification of property boundaries or areas of maintenance responsibility are unclear, the proposing entity shall request specific clarification in accordance with the questions schedule. The City will respond with clarifications through addendum.

COST PROPOSAL SCHEDULE

LOCATION 1 - CITY HALL

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
	\$	\$
Location 1 – City Hall Totals		

LOCATION 2 – LAWRENCEVILLE PUBLIC WORKS FACILITY

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 2 – Lawrenceville Public Works	\$	\$
Facility Totals		

LOCATION 3 – BOULDER CREEK COFFEE, LAC & PARKING DECK

	Monthly Cost	Yearly Extended Cost
Section A – Lawn		
Mowing/Trimming/Edging	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
-	\$	\$
Section D – Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris		
from Parking Lots and Walkways	\$	\$
Location 3 – Visitor's Center/Aurora	\$	\$
Theater & Parking Deck Totals		

LOCATION 4 – HISTORIC COURTHOUSE/DOWNTOWN SQUARE

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
<u> </u>	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 4 – Historic	\$	\$
Courthouse/Downtown Square Totals		

LOCATION 5 – HERITAGE TRAIL

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 5 –Heritage Trail Totals	\$	\$

LOCATION 6 – POLICE DEPARTMENT

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 6 –Police Department Totals	\$	\$

LOCATION 7 – LAWRENCVEILLE LAWN

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 7 – Lawrenceville Lawn Totals	\$	\$

LOCATION 8 – COOPER PARK

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 8 – Cooper Park Totals	\$	\$

LOCATION 9 – RAILROAD DEPOT

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
_	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 9 – Railroad Depot Totals	\$	\$

LOCATION 10 – JENKINS PARK

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 10 – Jenkins Park Totals	\$	\$

COST PROPOSAL SCHEDULE

LOCATION 11 – INTERCHANGE (WEST CROGAN AND WEST PIKE)

,	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 11 – Interchange (West Crogan	\$	\$
and West Pike) Totals		

LOCATION 12 – GATEWAY #1

	Monthly Cost	Yearly Extended Cost
Section A – Lawn		
Mowing/Trimming/Edging	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section D – Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscape Beds	\$	\$
Section F – Removal of Trash and Debris		
from Parking Lots and Walkways	\$	\$
Location 12 – Gateway #1 Totals	\$	\$

LOCATION 13 – BURSON POINT

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
-	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 13 – Burson Point Totals	\$	\$

LOCATION 14 – SCENIC HIGHWAY

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 14 – Scenic Highway Totals	\$	\$

LOCATION 15 – MAHLON BURSON WATER TREATMENT FACILITY

	Monthly Cost	Yearly Extended Cost
Section A – Lawn Mowing/Trimming/Edging		
	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section C – Over Seeding and Aeration		
_	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F – Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 15 – Mahlon Burson Water	\$	\$
Treatment Facility Totals		

LOCATION 16 – CALABOOSE ALLEY

	Monthly Cost	Yearly Extended Cost
Section A – Lawn		
Mowing/Trimming/Edging	\$	\$
Section B – Fertilization and Weed Control		
	\$	\$
Section E – Management of Ornamental		
Shrubs, Trees and Landscape Beds	\$	\$
Section F – Removal of Trash and Debris		
from Parking Lots and Walkways	\$	\$
Location 16 – Calaboose Alley Totals	\$	\$

LOCATION 17 – GATEWAY INTERCHANGE 316 / 120

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 17 – 316 / 120 Interchange Totals	\$	\$

LOCATION 18 – BRISCOE FIELD ENTRANCE

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 18 – Briscoe Field Entrance	\$	\$
Totals		

LOCATION 19 – PARK BENCH AREAS ON PAPER MILL

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 19 – Park Bench Areas Totals	\$	\$

LOCATION 20 – PARKING LOT ACROSS FROM CITY HALL

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 20 – Parking Lot City Hall Totals	\$	\$

LOCATION 21 – GATEWAY PARK S. PERRY/CLAYTON

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
_	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 21 – Gateway Park Totals	\$	\$

LOCATION 22 – PLAZA – SE CORNER NASH/CLAYTON

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 22 – Plaza Nash/Clayton Totals	\$	\$

LOCATION 23 – AREAS OFF DOWNTOWN SQUARE

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 23 – Areas off Square Totals	\$	\$

LOCATION 24 – PARK PLACE DR. MEDIANS

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 24 – Parkplace Medians Totals	\$	\$

LOCATION 25 – BICENTENNIAL PLAZA

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 25 – Bicentennial Plaza Totals	\$	\$

LOCATION 26 – COLLEGE CORRIDOR

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 26 – College Corridor Totals	\$	\$

LOCATION 27 – MEDIAN IN JACKSON ST

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 27 – Median in Jackson St Totals	\$	\$

LOCATION 28 – CULVER/PIKE PARKING LOT

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
-	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 28 – Culver/Pike Parking lot	\$	\$
Totals		

LOCATION 29 – HOTEL / PARKING DECK

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section C - Over Seeding and Aeration		
_	\$	\$
Section D - Maintenance of Flower Beds and		
Seasonal Color	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 29 – Hotel / Parking Deck Totals	\$	\$

OPTIONAL SERVICES

LOCATION 30 – LAWRENCEVILLE SUWANEE ROAD

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 30 – Lawrenceville Suwanee	\$	\$
Road Totals		

LOCATION 31 – CEMETERY ALONG ATHA ST.

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 31 – Cemetery along Atha St.	\$	\$
Totals		

LOCATION 31 – HISTORIC CEMETERY

	Monthly Cost	Yearly Extended Cost
Section A - Lawn Mowing/Trimming/Edging		
	\$	\$
Section B - Fertilization and Weed Control		
	\$	\$
Section E - Management of Ornamental		
Shrubs, Trees and Landscaped Beds	\$	\$
Section F - Removal of Trash and Debris from		
Parking Lots and Walkways	\$	\$
Location 31 – Historic Cemetery Totals	\$	\$

OPTIONAL ITEMS

<u>Description of Service per Specifications</u>	Price per Square Foot
Aeration	\$
Lime Application	\$
Pesticide Application	\$
Fungicide Application	\$

ENHANCEMENT SERVICES

Title of Worker	Rate per Hour*	Overtime Rate**
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

^{*} The Hourly Rate shall include all costs for travel time and vehicle usage

^{**} Overtime shall be defined as the hours above and beyond the Contractor's basic 8 hour work day, and any time on Saturday, Sunday, or a City/Contractor Recognized Holiday

	LOCATION	LOCATION TOTAL
1.	City Hall	\$
2.	Lawrenceville Public Works Facility	\$
3.	Boulder Creek-LAC-Parking Deck	\$
4.	Historic Courthouse/Downtown Square	\$
5.	Heritage Trail	\$
6.	Police Department	\$
7.	Lawrenceville Lawn	\$
8.	Cooper Park	\$
9.	Railroad Depot Area	\$
10.	Jenkins Park	\$
11.	The Interchange	\$
12.	Gateway #1	\$
13.	Burson Point	\$

SUBMIT THIS PAGE IN SEPARATE SEALED ENVELOPE

14.	Scenic Highway	\$
15.	Mahlon Burson Water Treatment Facility	\$
16.	Calaboose Alley	\$
17.	Gateway Interchange	\$
18.	Briscoe Field Entrance	\$
19.	Park Bench Areas	\$
20.	Parking Lot across from City Hall	\$
21.	Gateway Park	\$
22.	Plaza	\$
23.	Areas just off Downtown Square	\$
24.	Park Place Dr. Medians	\$
25.	Bicentennial Plaza	\$
26.	College Corridor	\$
27.	Median in Jackson St.	\$
28.	Culver/Pike Parking lot	\$
29.	Hotel / Parking Deck	\$
	GRAND TOTAL	\$

OPTIONAL SERVICES

30.	Lawrenceville Suwanee Road	\$
31.	Cemetery along Atha St.	\$
32.	Historic Cemetery	\$

The City of Lawrenceville requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare proposal non-responsive.

<u>Unless otherwise noted below</u>, proposal prices will remain firm for four (4) additional one year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1:			
Renewal Option 2:			
Renewal Option 3:			
Renewal Option 4:			

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

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

Certification of Non-Collusion in Bid Preparation	
Signature	Date
The City requires that all who enter into a contract for the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-10 of the contract.	
In compliance with the attached specifications, the undersaccepted by the City Council within ninety (90) days of the all of the items upon which prices are quoted, at the price designated point(s) within the time specified in the Cost F	ne date of proposal opening, to furnish any or set opposite each item, delivered to the
Legal Business Name	
Federal Tax ID	
Address	
Representative Signature	
Printed Name_	
Telephone Number	
E-mail address	

ANNUAL SERVICE PROVIDER CONTRACT SAMPLE CONTRACT

I IIIS CONTRA	IC I made and entered into this	aay oi	, 20	J by and
between the Cit	ty of Lawrenceville, Georgia, a C	Georgia Municipal Corpor	ation, duly organized a	nd existing
under the law	rs of the State of Georgia (I	Party of the First Part,	hereinafter called th	e "City"),
and,	_(Party of the Second Part, here	einafter called the "Servic	e Provider").	
	EFORE, for and in consideration on ditions hereinafter set forth, the	•	<u>e</u>	ned herein
1. TERM	[:			
This contract sl	nall commence	_, for a one (1) year per	iod with four (4) addit	tional one-
year options to	renew.			

2. ATTACHMENTS:

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). 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.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City Council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City 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 of

the Service Provider.

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 of the 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. 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 provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. 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.

10. 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.

11 **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.

12. 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 Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include 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.

(Signatures Next Page)

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

	LAWRENCEVILLE, GEORGIA
	By: David R. Still, Mayor City of Lawrenceville, Georgia
	ATTEST:
	Signature
	Karen Pierce, City Clerk City of Lawrenceville, Georgia
	APPROVED AS TO FORM:
	Signature City of Lawrenceville Attorney Pereira, Kirby, Kinsinger & Nguyen, LLP
SERVICE PROVIDER:	
BY:	
Signature	
Print Name	
Title	
ATTEST:	
Signature	
Print Name Corporate Secretary (Seal)	



Solicitation Name & No. Provision of Landscape and Maintenance Services on an Annual Contract; RP003-24

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number	Date of Authorization	
Name of Contractor	Name of Public Employer	
Street Address		
City/State/Zip Code		
Executed on,, 20 in	(city), (state).	
Signature of Authorized Officer or Agent		
Printed Name and Title of Authorized Officer or Agent		
SUBSCRIBED AND SWORN BEFORE ME		
ON THIS THE DAY OF, 20	NOTARY PUBLIC My Commission Expires:	

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

- 1. Statutory Workers' Compensation Insurance
 - Employers Liability: (a)
 - ✓ Bodily Injury by Accident \$100,000 each accident

 - ✓ Bodily Injury by Disease \$500,000 policy limit
 ✓ Bodily Injury by Disease \$100,000 each employee
- Commercial General Liability Insurance 2.
 - \$500,000 limit of liability per occurrence for bodily injury and property damage (a)
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
- Auto Liability Insurance 3.
 - \$500,000 limit of liability per occurrence for bodily injury and property damage (a)
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - Additional Insured Endorsement (c)
 - (d) Contractual Liability
- 4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - The following additional coverage must apply (a)
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - Umbrella Policy must be as broad as the primary policy
- 5. The City of Lawrenceville should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
- 6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
- 7. Certificate Holder should read:

City of Lawrenceville

70 S. Clayton St.

P.O. Box 2200

Lawrenceville, Georgia 30046

Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. 8. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

- 9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- 10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
- 11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
- 12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
- 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City of Lawrenceville as to form and content has been filed with the City. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- 15. The Contractor shall agree to waive all rights of subrogation against the City of Lawrenceville, the Mayor, City Council members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
- 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
- 17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
- 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

CITY OF LAWRENCEVILLE PURCHASING DEPARTMENT GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. Individuals, firms and businesses seeking an award of a City of Lawrenceville contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the City of Lawrenceville Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The City will determine this.
- H. City of Lawrenceville is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Lawrenceville. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the City of Lawrenceville Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at City of Lawrenceville's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

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VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to City of Lawrenceville for any proposal as required in the proposal package or document. Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the City may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

XIII. CITY FURNISHED PROPERTY

The City will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the City which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a City of Lawrenceville "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that City of Lawrenceville requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Lawrenceville shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Lawrenceville fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the

open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Manager, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The City may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the City. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. AMERICANS WITH DISABILITIES ACT:

All contractors for City of Lawrenceville are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Lawrenceville provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution

purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the City, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The City shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Manager shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXX. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) 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, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, 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 contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXI. GEORGIA 811

Effective July 1, 2014: The Georgia Utility Facility Protection Act (GUFPA) was established to protect the underground utility infrastructure of Georgia. GUFPA mandates that, before starting any mechanized digging or excavation work, the contractor is required to contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work pursuant to Georgia law (O.C.G.A. Title 25, Chapter 9).

REV. 5.18.2015



PROPOSAL FOR PARTNERSHIP

WITH

The City of Lawrenceville





Request for Proposal RP003-24

Provision of Landscape and Maintenance Services on an Annual Contract



September 4, 2023

City of Lawrenceville Lawrenceville Finance Department 70 S. Clayton Street Main Level, Room M46A Lawrenceville, GA 30046

RP003-24 Provision of Landscape and Maintenance Services on an Annual Contract

Dear Selection Committee,

We would like to sincerely thank you for your consideration of our team to provide Landscape and Maintenance Services for the City of Lawrenceville.

Ed Castro Landscape has been providing Landscape Maintenance Services in the Metro-Atlanta region for more than 30 years. Our reputation and experience managing landscapes for municipalities, such as the services requested by Lawrenceville, is demonstrative of our ability to successfully handle large-scale landscaping operations. Gwinnett County, Dekalb County, Clayton County and the City of Atlanta are examples which account for several thousand acres of maintenance currently being managed by our company.

We offer Lawrenceville a staff, from executive leadership to production associates, that has a history of working extremely well as a team and with our clients. We have the mechanisms and planning in place to quickly execute all tasks as outlined in the RFP. We have viewed each of the 29 sites, as well as the sites for Optional Services. We will partner with Lawrenceville to elevate services at each location, from City Hall to the Culver/Pike Parking Lot, ensuring that each property is given exceptional service.

It is our pleasure to submit the right team, present the right qualifications, and the right knowledge base to execute the work.

Respectfully Submitted,

Mr. Edward Castro, President

Mariani Enterprises, LLC. dba

Ed Castro Landscape 1125 Old Ellis Road

Roswell, GA 30076

770-998-8444

e.castro@edcastro.com

ECL COMPANY OVERVIEW

Since 1992, Ed Castro Landscape (ECL) has been creating and maintaining the finest outdoor spaces in the South. ECL is an award-winning landscape firm that provides full landscape services from design to installation to long-term maintenance and enhancements. Along with providing exceptional service to our clients, we pride ourselves on being an environmentally responsible company which strives to go green in every facet of our operation.

Our team is led by Founder and President of ECL, Ed Castro. Ed received a degree in Landscape Architecture from the University of Georgia. Over the last 30 years, ECL has strived for and achieved recognition in commercial landscape and Public Works Projects in the Greater Atlanta area.

We have developed a multi-faceted team and methodology that has proven to be successful in the management of municipal facilities in the region. We obtained recognition as not only a leader in landscape design and maintenance services, but a partner with our clients and our community. Supporting Ed is our Vice President, Jim Davis and our team of qualified and experienced account and customer service managers Aaron Vilchez, Rob Koch and Joshua Steele. Our managers possess decades of experience between them, helping shape the ECL strategic approach toward smart commercial growth with an emphasis on customer relations management.

Our goal is to implement tested and proven methodology to create a healthy, green and visually stunning environmental experience for the residents, visitors and guests of the City of Lawrenceville. ECL proposes a Management Plan to effectively implement a sound landscaping program, reinforced by consistent action to achieve increased efficiencies and improved quality each year. We continually develop long term partnerships while engaging employees who can grow and learn new skills valuable to our company and the City of Lawrenceville.

We welcome the opportunity to partner with Lawrenceville and provide a service model that assures its public landscapes are well maintained, safe and clean. Our team that will lead the daily execution of services is confident that the combination of our reliably detailed and consistent communication, strong and diverse foundation, and dedicated landscape professionals are up to the challenge of maintaining the ever-improving living landscapes throughout the community.

1. City of Atlanta Department of Watershed Management: Green Infrastructure and Landscape Services. Key Staff: Ed Castro, Jim Davis, Aaron Vilchez, Rob Koch.

BRIEF WORK DESCRIPTION: Multiple landscape maintenance Watershed Facilities throughout City of Atlanta including, but not limited to; water treatment and freshwater facilities covering hundreds of acres, road and street side planters, rain gardens, General Infrastructure sites under Atlanta purview, invasive species mitigation and removal, turf care, tree removal within city parks, water facilities and Watershed ROW's. Current contract dated 6/17/2021 (10 years of service)

CONTACT: McKenna Magill - 404.449.3579

 Gwinnett County: Landscape for Various Police Facilities on an Annual Contract. Key Staff: Ed Castro, Jim Davis, Aaron Vilchez, Rob Koch.

BRIEF WORK DESCRIPTION: Multiple locations of full landscape maintenance throughout Gwinnett County. County Police sites and maintenance of those sites on a 46-visit a year schedule. 21 current facilities that are maintained on a yearly contract basis to the standards set forth by Gwinnett County including turf care, irrigation maintenance, mowing, pruning weed and invasive species control, floriculture and all necessary landscape detail work. September 2020-present

CONTACT: SGT Craig Tonelli - 770.513.5275

3. City of Atlanta Department of Public Works: Right of Ways Maintenance on Emergency Contract. Key Staff: Ed Castro, Jim Davis, Aaron Vilchez, Joshua Steele.

BRIEF WORK DESCRIPTION: Management and Maintenance services for 196 roadway sites within the City of Atlanta—246 miles of roadway and over 500 miles of Right of Ways. Full Landscaping services including turf care, bulk debris identification, mowing, pruning, weed and invasive species control, installed planter floriculture maintenance and all necessary landscape detail work. June 2021-present

CONTACT: Keith Robinson - 470,279,2668

4. City of Decatur: City of Decatur Landscape Maintenance Services.

Key Staff: Ed Castro, Jim Davis, Aaron Vilchez, Rob Koch.

BRIEF WORK DESCRIPTION: Maintenance of City Hall and MARTA Center Station, McDonough bio-swale, Beacon Complex Parks, Cemetery and 219 Tree Wells located throughout Downtown. Included seasonal planting of MARTA Station flower planters and entry beds at City Hall and East Ponce Parking, as well as hardwood mulch and pine straw applications. Legacy Park covers over 28 acres of maintainable landscape and entire scope covers 17 locations of primary landscape maintenance focus. Commenced November 2019. Renewed November 2021.

CONTACT: Felix Floyd - 404.597.3217

5. City of Atlanta Department of Aviation: Hartsfield Jackson Atlanta International Airport Landscaping/Grounds Maintenance Services.

Key Staff: Ed Castro, Jim Davis, Aaron Vilchez, Rob Koch.

BRIEF WORK DESCRIPTION: Management and Maintenance of 430 acres and multiple zones within the airport. Full Landscaping services including turf care, bulk debris identification & removal, mowing, pruning, weed and invasive species control, planter floriculture maintenance and enhancements, and all necessary landscape detail work. 2021—Present

CONTACT: Chris Jackman - 404.801.8934

Our approach is simple. We constantly ask ourselves how to best serve our clients, residents, business owners, and visitors to Lawrenceville in providing healthy, functioning environments. We engage this RFP with careful evaluation. We understand the scope of work for each site, and this approach responds with appropriate pricing and staffing to maintain the properties.

What follows is our approach to conducting maintenance services to a high degree of quality and value. Given the opportunity, ECL will provide services for all sites. We have all the necessary qualifications and experience to deliver and exceed objectives. ECL's work is guided by the following policies and methods of conducting maintenance services:

SAFETY FIRST

Ed Castro Landscape is committed to providing a safe working environment for our employees, and a safe work site for all those who enjoy the communities and facilities we service. ECL has consistently been awarded a Bronze Safety Star from the National Association of Landscape Professionals (NALP) for our adherence to their recommended safety standards. Safety training starts at the time of hire — all employees have a mandatory safety training session, which includes appropriate use of equipment and safety gear. Additional safety training is provided in weekly staff meetings, and ECL's annual training retreat keeps our crew knowledgeable and current.

Vehicles are all clearly marked, and all ECL personnel are uniformed so that they can be readily identified. We deploy traffic cones around parked maintenance vehicles to alert traffic, and ECL service and maintenance personnel all wear bright safety vests to increase visibility and deploy traffic warning signs as necessary. Safety is a daily commitment, and we are disciplined practitioners who closely track and monitor unsafe practices and accidents that do arise. Ed Castro Landscape is certified across numerous industry standards including:

ECL Field Safety Manual

ECL Equipment Training and Certification

ECL Software Training

ECL Safety Review Workshops

ECL Safety First Program

OSHA Training

Georgia Department of Agriculture - Pesticide Contractor License

Georgia Department of Transportation - Drug Free Workplace

Georgia Department of Transportation - Certified Flagger

Georgia Department of Transportation - Form 485 Compliance

U.S. Citizenship and Immigration Services - 19 Immigration Compliance

EQUIPMENT

Our management and service teams take a high level of pride and ownership in consistency and sound workmanship above all else. With this commitment comes the responsibility to adjust to the demands of each season and each site through a collaborative approach as a committed partner. ECL is constantly refining processes, adding new equipment and experienced personnel, implementing wireless technology improving planning, dispatch and reporting. For this maintenance program we will provide all necessary tools, mowers, specialty service equipment, monthly scheduling and routing, well-trained crews and the properly outfitted vehicles as outlined below:

WORKING AROUND LIMITED ACCESS & EXISTING CONDITIONS

We understand the challenges of working with limited site access and will take the utmost care to protect sites. Our team has a safety plan in place to make sure we are prepared to work with our equipment in tight spaces. We also have routine planning meetings with our crews to guide them through site restrictions ahead of time so that there are no delays once we arrive at the site. Our team considers all existing conditions before the start of a project. This allows us to communicate any points of concern with the City in a timely manner.

PLAN THE WORK / WORK THE PLAN

We curate an in-depth planning and scheduling process clearly identifying, coordinating, and complimenting all the necessary work elements, critical-path sequence and phasing. During the work, we stay focused on fulfilling the established plan providing progress updates and overall project schedule to all parties involved. ECL will work with the City, site managers, and special interest groups to develop details of schedule based on Owner priorities, goals and objectives.

REPORTING

ECL uses in-field technology to document and our work. Our digital library of each site compiles photos of site conditions before, during and after services. With Company Cam, our field team quickly generates Service Reports keeping facility managers up-to date with all landscape maintenance activities. Entire chronological libraries are sharable to facilities managers providing access to all photographs taken by ECL for the City of Lawrenceville services. We will submit regular monthly reports and facility manager surveys to ensure site-specific properties are maintained well and expectations are met. Executive reports are compiled seasonally for the City outlining all matters of fulfilling the contract.

TEAMWORK

The organization and structure of our team places key personnel in close communications, and in-tune with the parameters of the work and the requirements of the contract. Our experienced team will hold regular meetings, clearly delegate tasks, hold QA/QC reviews for all projects, and conduct post-services reviews with the client to ensure all expectations are met. The team have clear items of work, open lines of communication, and a powerful sense of collaboration with all entities involved. A positive and cooperative environment from the start.

Each project is fully vetted with site managers, operations, and unique conditions such as active facility use or limited work hours. A 24-hour emergency point of contact is maintained throughout the life of the contract. Each project will have contact directory and procedures to notify all necessary parties to aptly respond in cases of extreme events or emergencies. In such cases, the response and action from the team is announced and immediate.

QA/QC

Our partnership with Lawrenceville will include a bi-weekly Quality Assurance / Quality Control process led by Aaron Vilchez. His experience and leadership truly test this project and ask the tough questions of feasibility, accountability, and quality in the field. We implement 'cold-eyes' review techniques regularly and third-party reviews when the magnitude of the project warrants. A fresh and objective perspective, keenly aware of processes, and real-world conditions supplements confidence and assurance in successful project delivery. The QA/QC plan provides progress updates and overall project schedule to all parties involved.

BUDGET CONTROL & EFFICIENCIES

Vice President Jim Davis develops costing models, sources material opportunities, and supports sequencing events to help to clearly define budgets and expenditure plans. Our network of vendors actively competes to provide the best product for the economical price along with our in-house procurement capabilities offer Lawrenceville value-priced solutions. We constantly track the project and materials, thoroughly evaluate value-engineering opportunists, and incorporate savings benefiting the project and the City. This effort is reinforced in our weekly meetings, QA/QC process, and executive level oversight.

SUSTAINABLE METHODS

We pride ourselves on our commitment to sustainable landscape practices. As land-care experts, it as our duty to the communities we serve to act as responsible stewards of the environment. ECL implements sustainable methods in every project. For example, all green waste materials we remove from sites are not taken to landfills, rather, they are recycled into re-usable compost at our site in Fulton County. Green waste is mixed with organic leaf debris, steeped over time, and eventually screened into viable, amended soil. ECL also recognizes the methods of sustainable project sequencing. We take the time to plan project logistics and seek the most efficient placement of crews and equipment, and how we physically get there. By coordinating our jobs and routes through thorough mapping, it allows for maximum fuel efficiency by eliminating unnecessary and redundant travel. We also have a central shop support team to ensure any breakdowns will be quickly dealt with to avoid time delays or wasted trips.

Ed Castro Landscape continuously seeks to improve the carbon footprint of our company. We are dedicated to adding fuel efficient vehicles to our fleet. ECL maintains Chevrolet Equinox and Sonic Hybrids, and we are currently sourcing additional electric and hybrid trucks, tools and mowing systems for our field production crews. We are currently testing complete lines of electric landscaping tools from Milwaukee and Husqvarna to add to our inventory of Commercial Greenworks equipment.



ED CASTRO LANDSCAPE GREEN EQUIPMENT

Greenworks GM210 82V 21" Commercial Mower

Greenworks GB600 82V Dedicated Blower

Greenworks GT160 82V 16" Straight Shaft Brushless String Trimmer

Greenworks GS100 82V 10" Pole Saw

Greenworks GS180 82V 18" Chainsaw

Greenworks GPW 3000 Electric Pressure Washing System

GL 500 Commercial Extended 5.0 Ah Lithium Ion Batteries & Backpack Mounts

GC400 82V 4 amp Rapid Charger

Oregon 40V HT275 Hedge Trimmer







Organic + Alternative Care Programs

ECL provides the latest environmentally responsibly techniques, products, and services in conjunction with emerging technologies and exploratory solutions. We welcome the opportunity to implement alternative pest management, nutrient management, and microbial management practices. ECL is a partner in both traditional and modern land care management.

Our management and service teams take a high level of pride, ownership, safety and consistency of our equipment and operators and above all else. With this commitment comes the responsibility to adjust to the demands of each season and each site with equipment that is properly fit and capable of getting the job done to the specifications of Lawrenceville.

- 2 Isuzu Crew Cab Box Trucks: Outfitted with 1 ExMark 60" Laser, and/or 2 ExMark 36" and/or 1 ExMark 48" deck hydro mowers, 21" Honda push mower, Stihl steel blade edger, 2 Stihl trimmers, Stihl shears, 4 Echo backpack blowers, Solo backpack sprayers (Round-up and selective insecticide only) and all necessary hand equipment, pruners, loppers, ladder, rakes, safety equipment, traffic control cones, and other incidentals for maintenance services. Note: When appropriate, teams will deploy with Greenworks equipment.
- 1 Isuzu Flat Bed 700 gal. Spray Truck: The spray truck will be deployed as necessary for watering, herbicide and insecticide applications where necessary and fertilization.
- 1 Ford F450 Dump Bed: Heavy duty construction trucks and trailers carry all heavy construction material, wheelbarrows, masonry and cutting tools and long with CAT skid steers, backhoes and Ditch Witches with any necessary assemblies such as forks, buckets, augurs, trenchers, etc.
- 1 Ford F650 Dump Bed: Rig will be used for delivery of any materials and when capped, will tow a Scag Giant Leaf Vac for collection of accumulated leaf piles during the heavy leaf drop in November/December.
- 1 Isuzu NPR Flat Bed 2 Door Enhancement Trucks: Our flatbed truck and enhancement team will be on site for additional planting, clearing or proposed work. Also, this truck will be used as a support vehicle for delivery of mulch, soil etc. during annual change and installation of flower beds and planters, mulches, etc.
- 1 Dodge Ram Pick-up Trucks: Driven by our Account Managers and Customer Relations Managers who will also be on site to manage crew, identify and report problem areas, deliver necessary supplies, and assure quality execution and control of [bi-]weekly service.
- 1 Ford Escape Hybrids: Driven by both Account and Customer Relations Managers to conduct complete site inspections and spot checks of overall service delivery, site conduct and execution and meet on site with Owner's representative.
- 1 Ford ECL Prime Van: Will be on site for any annual installations and regular floral maintenance and inspections to assure healthy and vibrant seasonal color displays year-round. The ECL Prime team will also conduct and supervise any technical and detail pruning, as well as insect and disease identification and monitoring.
- 2 Chevrolet Equinox: Driven by Managers to conduct complete site inspections and spot checks of overall service delivery, site conduct and execution and meet on site with Owner's representative.

LANDSCAPE MAINTENANCE OPERATIONAL PLAN

Our experience, leadership and financial strength ensures Ed Castro Landscape will provide superior technical services and cost-effective solutions for maintaining the landscapes of the City of Lawrenceville. Our reputation as a leader in landscape services only serves to strengthen our technical and sound approach to each job.

To accomplish the tasks as outlined in the scope of work, ECL will utilize **2 Truck Crews** using equipment as presented in our Proposed Equipment List. Each team will be supervised by qualified technicians with multiple years of experience at their respective levels.

2 Teams:

- 1-2 Supervisors
- 4-5 Crew Members
- Managed by dedicated Production Manager
- Assisted by Director of Maintenance, Field Manager, Account Manager, and Executive Leadership

Each supervised team will ensure that the specifications for the entire scope of work at each location (See attached "Lawrenceville Services Checklist Sample—City Hall). Applications of fertilizers, pre-emergent and pesticides will be managed by certified personnel. Seasonal Color will be handled by our seasoned Installation Division, and additional services and crews will be deployed as needed. Managers will oversee the production and facilitate communication between ECL and Lawrenceville, in order to achieve the best overall results for the landscaping requirements of the City.

SCHEDULE OF SERVICES

ECL has carefully reviewed the City of Lawrenceville RFP for Landscape and Maintenance Services. We have the equipment and staffing necessary, as well as the qualifications and certifications required to successfully provide landscaping services for the City, its community of residents and welcomed guests.

We constantly refining processes, adding new equipment and experienced personnel, implementing wireless technology improving planning, dispatch and reporting. For this maintenance program we will provide all necessary daily/weekly scheduling and routing, monthly schedules for chemical applications, and seasonal scheduling of color for landscaped beds. Production schedules will be created by our management team and administered to our crews using our in-house scheduling software.

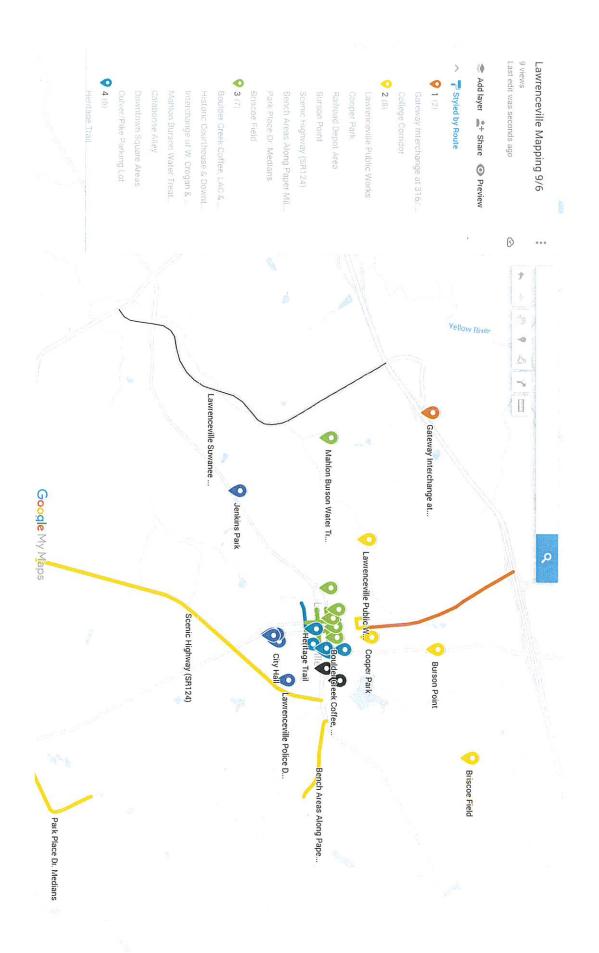
For this project, we have carefully mapped and scheduled all sites to be completed:

- WEEKLY SERVICES (EVERY 7 DAYS IN GROWING SEASON)
- MONDAY-FRIDAY
- 7AM-5PM

LAWRENCEVILLE ROUTING

The following route schedule has been modified for this presentation (Proprietary).

Route 1	Hours	Hours Route 2	Hours	Hours Route 3	Hours
Gateway Interchange at 316/120	15.7	15.7 Lawrenceville Public Works	8.11	8.11 Mahlon Burson Water Treatment Facility	2.3
College Corridor	11.26	11.26 Railroad Depot Area	3.39	3.39 Interchange of W. Crogan & W. Pike	5. <u>4</u>
		Cooper Park	1.2	1.2 Downtown Square Areas	4
		Burson Point	1.38	1.38 Culver/Pike Parking Lot	1.9
		Briscoe Field	0.83	0.83 Calaboose Alley	0.5
		Bench Areas Along Paper Mill Rd	0.86	0.86 Historic Courthouse & Downtown Square	1.5
		Park Place Dr. Medians	1.04	1.04 Boulder Creek Coffee	1.2
		Scenic Highway (SR124)	7.27		
Total	26.96		24.08		16.78
Per Crew Member	6.74		6.02		4.195
Route 4	Hours	Hours Route 5	Hours		
Gateway #1	3.18	3.18 Jenkins Park	0.94		
Median in Jackson St.	0.35	0.35 Gateway Park	1.77		
Parking Deck	0.81	0.81 SE Corner of Nash/Clayton	1.32		
Heritage Trail	2.57	2.57 Parking Lot Across From City Hall	1.14		
Bicentennial Plaza	2.23	2.23 City Hall	3.27		
Lawrenceville Lawn	12.68	12.68 Lawrenceville Police Department	5.88		
	21.82		14.32		
	5,455		3.58		



LAWRENCEVILLE SERVICES CHECKLIST SAMPLE

WEEK OF JULY 8-12 (2024) CITY HALL - 70 South Clayton Street

NA		

MANAGERS MEETING Monthly	Completed / Not Completed Notes: SCHEDULED FOR JULY 16TH
PROJECT MEETINGS As Needed	Completed / Not Completed Notes: NO ENHANCEMENTS THIS WEEK
QA/QC MEETINGS Bi-Weekly	Completed / Not Completed Notes: SCHEDULED FOR JULY 16TH
SERVICE REPORTS Monthly	Completed / Not Completed Notes:
DAMAGE REPORTS As Needed	Completed / Not Completed Notes:

GENERAL MAINTENANCE

MOWING	Completed / Not Completed Notes:
TRIMMING	Completed / Not Completed Notes:
EDGING	Completed / Not Completed Notes:
PRE-EMERGENT Warm Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
PRE-EMERGENT Cool Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
POST-EMERGENT Warm Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
POST-EMERGENT Cool Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
FERTILIZE Warm Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
FERTILIZE Cool Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
AERATE/OVERSEED Cool Grasses	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY
LITTER REMOVAL	Completed / Not Completed Notes:
CLIPPING REMOVAL	Completed / Not Completed Notes:
LEAF REMOVAL	Completed / Not Completed Notes:
BLOWING	Completed / Not Completed Notes:

FLOWER BEDS

LITTER/DEBRIS REMOVAL Weekly	Completed / Not Completed Notes:
WEED REMOVAL Weekly	Completed / Not Completed Notes:
MULCH	Completed / Not Completed Notes:
SEASONAL COLOR	Completed / Not Completed Notes: NOT SCHEDULED FOR JULY

SHRUBS, TREES, & LANSCAPED BEDS

LITTER REMOVAL	Completed / Not Completed Notes:
WEED REMOVAL (ALL BEDS & TREE WELLS)	Completed / Not Completed Notes:
FERTILIZER	Completed / Not Completed Notes:
PRUNING SHRUBS	Completed / Not Completed Notes:
PRUNE/EDGE GROUNDCOVER	Completed / Not Completed Notes:
PEST/DISEASE INSPECTION	Completed / Not Completed Notes: PLEASE SEND REPORT FOLLOWING THIS WEEKS SERVICE
MULCH	Completed / Not Completed Notes:

PARKING LOTS & WALKWAYS

LITTER REMOVAL	Completed / Not Completed Notes:
BLOWING	Completed / Not Completed Notes:
LEAF REMOVAL	Completed / Not Completed Notes:

OPTIONAL SERVICES

L CERTICES	
AERATION	Completed / Not Completed Notes:
LIME APPLICATION	Completed / Not Completed Notes:
PESTICDE/FUNGICIDE APPLICATION	Completed / Not Completed Notes:
FERTILIZER/HERBICIDE APPLICATIONS	Completed / Not Completed Notes:
ENHANCEMENT SERVICES	Completed / Not Completed Notes:

SUPERVISOR	NAME:
CREW MEMBERS	NAMES:
DATE OF SERVICE	DATE:
ACCOUNT MANAGER	NAME:

We continually hone our approach to the direct enhancement of landscapes by remaining focused on the basic principles of sound and reliable service. All current and new work is reviewed in three specific areas; right team, right equipment and the most efficient plan of action. By dependably reviewing our man hours, service or quality flaws/complaints and solution steps to improve our delivery, we are uniquely situated and prepared to correct course as necessary and find ways to improve and maintain a considerably reliable consistency to our service. We accomplish this with a dedicated Account Manager who inspects all sites, a Field Manager who supports our ground teams and Supervisors who lead static crews that rarely deviate from our established approach. Our management and service teams take a high level of pride and ownership in consistency and sound workmanship above all else. We are prepared to adjust to the demands of each site through how we have developed our approach, our manpower and our communication as a team and committed partner.

ENHANCEMENT PROJECT PHASES

Design is key to the successful start and completion of any project. The proposed design provides several unique considerations to satisfy the requirements of the scope, in addition to providing an engaging space for all users to access and enjoy. Some site considerations are sun-shade issues, soil type, location, utilities, public health and welfare, and accessibility. The design will specify plants that are best suited for the area, spacing, visibility, future growth patterns, shape, texture, city budgetary issues and water availability. The design will also specify the highest quality of materials available within the budget to complete the project. Prior to the start of any design work, we will perform detailed site visits to conduct site analysis and photographic surveys. The identification of irrigation, utilities, property ownership and legal boundaries will be verified. Each project design plan will be communicated and reviewed for approval by the City of Lawrenceville.

All materials will be sourced from reputable suppliers that guarantee quality and quality. We will follow and expand on the specifications outlined starting with sourcing, digging, handling, and installation for plant materials. ECL has developed relationships with our vendors to hold sufficient materials throughout the warranty period to provide replacement material that will match the adjacent material.

Upon approval of the project design, scope, and specifications a detailed cost proposal for this work will be developed. As each proposal is presented to the City of Lawrenceville's representative for approval, ECL will provide a schedule for start and completion. We will outline communication and implementation milestones with the city. After acceptance of project proposal Ed Castro Landscape will proceed with the installation stage accordingly.

Upon completion/acceptance of the design and cost proposal for the project, ECL will pass the documentation onto an Installation Project Manager dedicated to this project and have a consultation with the Maintenance Project Manager regarding the forthcoming maintenance of the project. The Installation Project Manager will meet with the Account Manager to recommend a crew to install the project. We will assign specific crews for this project. We have found great success in organizing, coaching, training, and scheduling dedicated crews for this type of work. Goals, expectations, benefits and scope are clearly defined. We have crew leaders and landscape laborers that have years of continuous experience to these standard specifications. They take great pride in work and the idea of making our community a better place to live and experience. After this decision is made the Ed Castro Landscape team will take all of the recommended and necessary steps to ensure proper delivery, handling, installation, and safety measures related to the successful completion of the project.

Each enhancement project is **planned**, **resourced**, and **scheduled** to meet the focused scope of improvements. Projects are reviewed for the scope of the work and carefully coordinated with the City's representative to layout the project and work the team identify points of coordination, critical paths, community outreach, and other essential organizational tasks to ensure an informed and well though-out approach. Approvals from the City and from the community are important with any site improvements. The project is resourced in terms of assembling the team and materials for the work. Drawing from our talented and diverse subcontractors, ECL is positioned to respond to all service and build requests in their entirety.

From demolition to demonstration gardens, and utility repair to building neighborhood green spaces, our team invokes cooperation and a commitment to a rigorous process of project delivery. The team composes the elements of the work, materials for installation, and will approach the project under this contract as a two-phased plan. The first 2 Phases focus on transformation and preforming the heavy-lift aspects of a project such as demolition, grading, and heavy pruning. Following these Phases, construction activities requiring the most intensive site works, the surface level Enhancements are built. The site is fine graded, plant material removed, plant material transplanted, and soils are supplemented to provide a rich plant media matrix and drainage goals.

Every project is planned, communicated, and verified under this approach. A Milestone Approach. A step-by-step methodology projects activities and provides a roadmap to measure each project. Once a project is closed out, our team continues the services with post-construction evaluations and maintenance and upkeep forecasts.

LABOR RESOURCES

We support the values of the City of Lawrenceville and foster the concepts of **Conservation**, **Environmental Health**, **Knowledge**, and **Teamwork** while delivering service excellence. Knowledge and Teamwork invigorate creativity and the growth of ideas to nurture current techniques, approaches and solutions. Knowledge and Teamwork displace complacency, and this foundation comes with a high level of integrity and accountability. Our process and delivery are transparent and comprehensive, and we value each person involved in turning an idea into reality because we believe that our employees, subcontractors and field technicians are our most valuable resources.

ECL's policy is to select employees on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions, and to develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions and constructive feedback from fellow employees. We seek, train, and reorient individuals who can accept the ideas, suggestions and constructive feedback from our management leaders.

Our team represents a motivated, skilled and empowered workforce composed of seasoned field veterans and underrepresented communities engaged in teaching, learning and together reaching the goal of a project 'well-done'. Our team is strategically positioned to be successful because of the leadership's continued pledge to community and teaching the arts of Invasive Species Removal and Reconstruction/Restoration.

ECL understands the various requirements that must be met to construct and manage the project. Our trained staff are to be stewards of the environment and, with our approach and extensive experience to

caring for large-scale areas, we are able to deploy best management practices to efficiently and effectively deliver a variety of Landscape and Maintenance. Combined, we offer:

- 31 Full-Time Managers, Accounting and Office Staff
- 16 Fully-Equipped Maintenance Crews
- 6 Installation Crews
- 4 Enhancement Crews
- 2 Dedicated Chemical Application Crews
- 2 -Horticultural/Floriculture Crews
- 65 Full Time Field Employees
- 20 Salaried Supervisors
- 12-acre Facility in Roswell/Fulton County
- 2 Satellite Locations (Smyrna and Hartsfield Jackson Airport)

KEY PERSONNEL

Ed Castro, President

Our Managing Partner is at the top of our organizational structure and is ultimately responsible for the success of the entirety of the contract service delivery. Mr. Castro brings a wealth of experience, both personally and professionally. Through his travel and exposure domestically and internationally, Mr. Castro asserts that today's environmental concerns and expectations differ greatly from the atmosphere of the 1990's. Mr. Castro believes, without doubt, that proper experience, proper communication, proper planning and implementation can result in clean, healthy and well-maintained grounds that are safe for all residents, visitors, and the community of Lawrenceville. With a historical resume of world class landscape maintenance, Mr. Castro will oversee processes and solutions and foster teamwork and communications between all project team members. This executive level management provides overall project health, direction, and qualitative control to deliver results that exceed the expectations of the City, the community, and special interest groups. Mr. Castro brings more than 30 years of professional experience.

EDUCATION

Bachelor of Landscape Architecture (BLA) – University of Georgia,

Athens, Ga Landscape Architecture – Royal Melbourne Institute of

Technology, Melbourne, Australia

American Society of Landscape Architects • Urban Agriculture Council • National Association of Landscape Professionals

EXPERIENCE

Ed Castro is President of one of Atlanta's largest Landscape Design/Build & Maintenance firms, Ed Castro Landscape. Ed continues to strive to be the recognized leader in commercial garden design, construction, and maintenance. ECL's growth is in part based on successful partnering with Atlanta metropolitan's leading companies and Non-Profit community. A sampling of his other projects including Atlanta Beltline; City of Atlanta; City of Roswell; City of Alpharetta, Gwinnett County, Park Pride; dozens of trails, parks, and sports fields; and Chastain Park Design Development Standards. Ed Castro has supported an array of leading community initiatives and over a dozen of the non-profit organizations in Atlanta committed to improving quality of life.

Jim Davis, Vice President - Operations

Jim Davis will orchestrate and direct Field Management and delivery of day-to-day operations. These services include assisting the Account and Field Managers in the execution of all Lawrenceville service sites, prioritizing all high-visibility areas within those sites. Jim will ensure quality and timely services and interface with City Representatives to meet their operational goals. Jim will work closely with management teams to assure compliance and thorough completion of coverage areas that ECL will be handling weekly.

EXPERIENCE

A long-time leader in the Atlanta green-industry and current ECL expert in floriculture design and horticulture management, Jim will be highly involved in the execution and delivery of all service plans withing the City of Alpharetta. His specialization in invasive species management including plant identification for invasive and non-invasive species offers critical knowledge base to resiliency in forestry management. His twenty-five year tenure at Post Properties as Vice-President lends qualified insight and a keen eye focused on superior landscape management. Highlights over the past 29 years include managing award winning in-house landscape division, negotiating and managing national service contracts, overseeing Landscape and Facilities, budgeting and execution of capital spending programs. Certifications: IREM / ARM Certified, Former Post Hope Foundation Board Member, Former Atlanta Colt Youth Foundation Board Member, Former Dunwoody Nature Center Board Member.

Aaron Vilchez, Operations Director—Landscape Maintenance

Complementing Mr. Castro's experience, Director of Operations, Aaron Vilchez, will work to ensure thorough and comprehensive responsiveness from planning to delivery and quality assurance. Mr. Vilchez will oversee each team designated for both administration and production, from field crew to the accounting department. Aaron will facilitate all day-to-day operations as outlined by the contract.

EDUCATION

Bachelor of Art and Psychology Oxford College, Emory University (in-progress)

EXPERIENCE

Aaron is in his 5th year with ECL. Prior to joining ECL, Aaron invested over a decade in environmental maintenance of Golf Courses for Chateau Elan, service provider for Nature Scapes and as the proprietor of Scape Artists, a small business focusing on high-endlandscape care. Since joining ECL in 2017, he has quickly risen in capacity and responsibilities starting off as Maintenance Supervisor then transitioning to Field Supervisor, and his current position as Director of Operations. Aaron oversees all field crews and optimizes route planning and scheduling, safety and operations training, and project accountability. His passion for plants makes his plant identification and trouble shooting skills invaluable to field quality assurance, as does his attention to detail and high standards of landscape performance. Certifications: Level 1A Certified Personnel December 2021 to December 2024 Erosion Certification from GSWCC.

Rob Koch, Account Manager

EDUCATION

Associates Degree Computer Science - University of North Carolina Charlotte Osbourne High School, Marietta, GA

EXPERIENCE

Rob is in his 3rd year with ECL. He is a maintenance expert with great communication skills and over 35 years' experience in Landscaping Maintenance Services, Rob has managed accounts for landscape maintenance on several high-end municipal contracts. Rob has extensive plant knowledge, is certified through the Georgia Green Industry Association (GGIA) and has trained several coworkers to help fulfill numerous contracts in the Atlanta area. Rob has managed multiple crews and assessed critical problem areas for resolution for awarded maintenance projects on time and within budget. Certifications: Georgia Pesticide License – Category 22 & 24, GGIA Certification, and Plant Level III – Post Properties Certification.

Joshua Steele, Account Manager

EDUCATION

Tecumseh High School, New Carlisle, OH

EXPERIENCE

Joshua is in his 4th year with ECL. He is a professional with over 22 years' experience in Landscaping Maintenance Services, Joshua has managed accounts for Gwinnett County, the City of Decatur, the City of Alpharetta, Fulton County, and the City of Atlanta. Joshua is currently managing multiple crews and a contract portfolio worth more than \$4,000,000 a year.

SUPERVISORS:

Esmerelda Curiel - 8 Years of Experience

Esmerelda is our first choice for Supervision on this project. She is currently a resident of Gwinnett County. For her entire tenure with ECL, she has been scheduled on the highest profile residential contracts in our portfolio. Esmerelda has recently worked on projects for the Atlanta Temple, Gwinnett County Fire & Police Services, and for CBRE Commercial properties in Lawrenceville.

Nelson Reyes, Supervisor – 15 Years of Experience

Nelson is a dedicated employee. He currently oversees crews servicing multiple Water treatment facilities, including RM Clayton, for the City of Atlanta.

Samuel Williams, Supervisor - 20 Years of Experience

Samuel supervises crews that maintain a large portfolio of Watershed and Municiple facilities in the Metro-Atlanta region. His dedication and professionalism are exceptional, and Samuel has been a leader for multiple, large contract properties.



Solicitation Name & No. Provision of Landscape and Maintenance Services on an Annual Contract; RP003-24

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- The Contractor has registered with, is authorized to use and uses the federal work authorization program a) commonly known as E-Verify, or any subsequent replacement program;
- The Contractor will continue to use the federal work authorization program throughout the contract b) period, including any renewal or extension thereof:
- The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal c) work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and

receipt.	to the public employer within five business days of
1903284	10/11/2022
Federal Work Authorization User Identification Number MARIANI ENTERPRISES, L.C.	Date of Authorization
DBA ED CASTRO LANDSCAPE Name of Contractor	Name of Public Employer
1125 OLD EULS ROAD Street Address	
POSWELL GA 30076 City/State/Zip Code	
Executed on August 14 20 23 in ROSWELL	(city), GA (state).
Signature of Authorized Officer or Agent	WILLIAM COATS
EDWARD CASTRO PRESIDENT Printed Name and Title of Authorized Officer or Agent	The comment of the co
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF	No PARY PUBLIC LA W 23
	CCLIBITY GENERAL CONTRACTOR OF THE CONTRACTOR OF
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August 24, 2023

ADDENDUM #1 RP003-24

Provision of Landscape and Maintenance Services on an Annual Contract

Please see clarifications below:

CHANGE: Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 3:00 P.M. local time on **Monday, September 4, 2023** at the Lawrenceville City Hall – Finance Office, Main Level, Room M46A - 70 S. Clayton Street, Lawrenceville, Georgia 30046.

TO: Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 3:00 P.M. local time on **Thursday, September 7, 2023** at the Lawrenceville City Hall – Finance Office, Main Level, Room M46A - 70 S. Clayton Street, Lawrenceville, Georgia 30046.

- Q. Who is the current vendor for these properties?
- A. Russell Landscape
- Q. What is the annual contract amount for these properties?
- A. It varies based on additional services that are required year to year.
- Q. Can you provide historical pine straw and quantities for these properties?
- A. Unknown
- Q. Can you provide seasonal color quantities?
- A. It varies. The awarded contractor would need to determine.
- Q. Can the City provide addresses for these properties?

A. Specific addresses not assigned.

Q. When is the anticipated award date?

A. October

Q. When is the anticipated contract start date?

A. November

Q. Pine Straw, Mulch. Should this go in Section D or E of cost proposal?

A. Either depending on location (Just make sure it is covered in one or the other).

ACKNOWLEDGED 9/5/2023

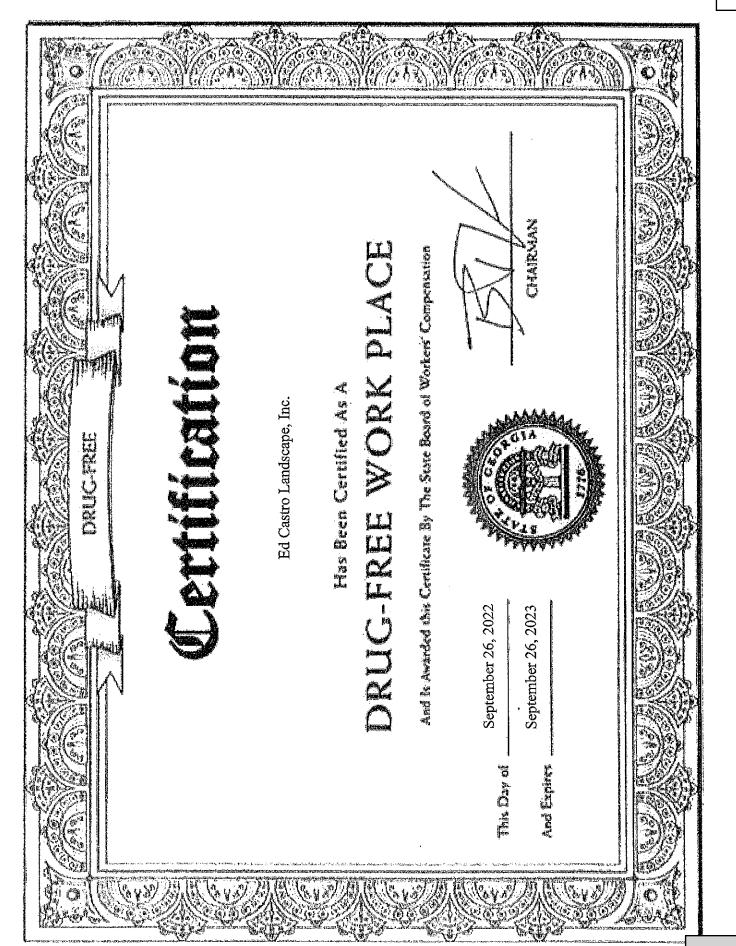
EDWITED CASTRO, PRESIDENT

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

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RODU	s certificate does not confer rights to the c	erunc	ate n	older in lieu of such endorser	ment(s). Contact NAME:			
lon	Risk Services Central, Inc.			}-	DUONE	283-7122	FAX, No.d: (800)	363-0105
	ago IL Office East Randolph			-		703-1177	[(A/C, No.); (000)	202-0103
	ago IL 60601 USA			Į.	ADDRESS:	٠,		
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21/1	RAGES CERT	IFICA	TE N	UMBER: 570099118602	MOOKEN P.	- DF	VISION NUMBER:	L
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TR'		INSD	WAD	POLICY NUMBER GL0202815004	(MM/00/YYYY) 04/01/2023	(MM/DD/YYYY) 04/01/2024	EACH OCCURRENCE	
-					2.,02,2023	., 52, 2024	DAMAGE TO RENTED	\$2,000,000
ŀ	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$500,000
-							MED EXP (Any one person) PERSONAL & ADV INJURY	\$10,000
ŀ	OFFINA A CORPORATE A LINE A CORPORATE OFFI						GENERAL AGGREGATE	\$2,000,000
ŀ	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LIFCT LOG						PRODUCTS - COMP/OP AGG	
ŀ	X POLICY JECT LOG						PRODUCTS - COMPIOP AGG	\$4,000,000
+	AUTOMOBILE LIABILITY		***************************************	BAP2028151-04	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
ŀ	X ANY AUTO						BODILY INJURY (Per person)	
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	EMPLOYERS' LIABILITY Y/N	ı		-	' ' ' ' '		E.L. EACH ACCIDENT	£1 000 000
	ANY PROPRIETOR? PARTNER? EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	f yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
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				AUTHO	RIZED REPRESENTATIVE			





Office Phone:

770/594-6235

ED CASTRO LANDSCAPE MARIANI ENTERPRISES LLC 300 ROCKLAND RD LAKE BLUFF, IL 60044

At the bottom of this form is your City of Roswell Occupation Tax Certificate. It is sized so that it will fit in a standard picture frame made for 5 x 7 pictures, should you wish to frame it. While framing it is purely your option, it must be displayed in some manner in a conspicuous place in your business establishment and is not transferable to any other location, business or owner without proper notification to the City of Roswell.

City of Roswell BUSINESS REGISTRATION OFFICE 38 Hill Street Suite 210 Roswell, GA 30075

PLEASE FOLD ALONG THIS PERFORATION & DETACH CAREFULLY





Georgia Department of Agriculture

Tyler Harper, Commissioner

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201 Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

Mariani Enterprises, LLC 300 Rockland Rd. Lake Bluff, IL 60044

The enclosed Georgia Contractors License is valid through 12/31/2023.

We have updated our website. Visit www.kellysolutions.com/GA/Contractors to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your user information online. You can renew your license by making a secure payment by credit card, and you can find applicator recertification courses. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

Georgia Department of Agriculture

Tyler Harper, Commissioner
Pesticide Division
19 M.L.K. Jr. Drive, SW, Room 410
Atlanta, GA 30334
Tele: (404) 656-4958 Fax: (404) 657-8378
agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:

12/31/2023

Mariani Enterprises, 300 Rockland Rd. Lake Bluff IL 60044 License Number:

Categories:

21; 24;

This License Must Be Posted At All Times In A Prominent Location.



AGENDA REPORT
MEETING: REGULAR SESSION, NOVEMBER 15, 2023
AGENDA CATEGORY: CONSENT AGENDA

Item: TI Training Firearms Training Simulator (FATS) Purchase Proposal

Department: Police Department

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$126,830.00

Presented By: Captain Salvador Ortega

Action Requested: Motion for Approval to Purchase Firearms Training Simulator (FATS)

Machine from TI Training in the amount of \$126,830.00 to be Funded by

Speed Zone Camera Funds GL: 2853210-541000 Capital.

Summary: The TI Training FATS machine is a 3-screen immersive training experience that reinforces scanning and situational awareness skills. The TI Training FATS machine will help us provide continuous and progressive training for our police officers to ensure the safety of our citizens as well as our staff. The FATS machine enhances officer knowledge, skills, and confidence in a safe, challenging training environment that is highly interactive and engaging. This type of training is necessary to provide our police officers with realistic law enforcement situations that are designed to enhance rapid problem-solving and reaction skills. This system will help reinforce proper decision-making and build trust with our community.

Background: In determining which use of force simulator best suits the Lawrenceville Police Department needs, I contacted the previously listed three nationwide companies that manufacture law enforcement simulator products and tested their product. Through evaluation of these products, it was determined Ti Training FATS machine system is best suited for our departmental training needs. Purchasing this FATS machine will also assist with our community outreach programs as it is something that our Citizens Police Academy students use during the program and currently, we have been going to other police departments to use their simulator. Overall, this product will help by providing better training for our officers which will ultimately lead to better community relations and community confidence.

Page 1 of 2

Fiscal Impact: \$126,830.00 to be funded out of Speed Zone Camera GL: 2853210-541000 Capital.

Attachments/Exhibits:

Proposal Letter
TI Training Quote
Sole Source/Sole Brand Justification



LAWRENCEVILLE POLICE DEPARTMENT

J. Mullin, Chief of Police

M. Walker, Assistant Chief

www.lawrencevillepd.com

770-962-4173 770-339-2422 Telephone Fax



TO:

John Mullin, Chief of Police

FROM:

Salvador Ortega, Captain

DATE:

May 2, 2023

P.O. BOX 2200

300 JACKSON ST LAWRENCEVILLE, GA 30046

REF:

Firearms Training Simulator (FATS) Purchase Proposal

After extensive research of various FATS machines, I determined that the best product for us based on quality and price is the FATS machine manufactured by Ti Training. Several local departments currently own a Ti Training FATS machine and their experience has been positive and very satisfying. During my research, I tested three different products (Ti Training, InVeris, and VirTra). TI Training was far beyond the best product as far as cost, technology, customer service, and video development. Ti Training holds a Sole Source Letter for their product as their FATS machine is the only one on the market with a patented mobile multiple screen system.

It is the Lawrenceville Police Department's commitment to provide our citizens with a highly trained police force. Purchasing the TI Training FATS machine will help us provide continuous and progressive training for our police officers to ensure the safety of our citizens as well as our staff. The FATS machine enhances officer knowledge, skills, and confidence in a safe, challenging training environment that is highly interactive and engaging. The TI Training FATS machine being considered is a 3-screen immersive training experience that reinforces scanning and situational awareness skills. All of their videos are filmed in high definition with surround sound providing officers with a realistic training experience in a safe and controlled environment. Additionally, Ti Training has a video production team that constantly adds new training videos. Ti Training also trains officers to learn how to produce their own training videos that are unique to the city and department.

This type of training is necessary to provide our police officers with realistic law enforcement situations that are designed to enhance rapid problem-solving and reaction skills. These scenarios provide officers with a multitude of training options that are technology-based and add a sense of realism that traditional training on a firearms range cannot provide. These scenarios challenge and sharpen critically important decision-making abilities. Further, this system will help reinforce proper decision-making and build trust with our community.

The Ti Training FATS machine system will allow department use of force and firearms instructors the ability to give presentations, classes, and conduct interactive testing and assessment. Police officers will participate in realistic, scenario-based exercises with detailed debriefing and after action review. Utilizing these scenarios will help provide officers with training opportunities that will enhance the overall understanding of shoot/don't shoot situations, non-lethal options, de-escalation techniques and the corresponding decision-making process related to law enforcement use of force.

In determining which use of force simulator best suits the Lawrenceville Police Department needs, I contacted the previously listed three nationwide companies that manufacture law enforcement simulator products and tested their product. Though evaluation of these products, it was determined Ti Training FATS machine system is best suited for our departmental training needs. Ti Training is a reputable company that has been



LAWRENCEVILLE POLICE DEPARTMENT

J. Mullin, Chief of Police

M. Walker, Assistant Chief

P.O. BOX 2200 www.lawrencevillepd.com 300 JACKSON ST LAWRENCEVILLE, GA 30046

770-962-4173 770-339-2422 Telephone Fax



manufacturing simulators for nearly two decades. Their attention to detail, quality control and customer service have been reported to be excellent by other agencies currently using their product.

Lastly, purchasing this FATS machine will assist with our community outreach programs as it is something that our Citizens Police Academy students use during the program and currently we have been going to other police departments to use their simulator. Overall, this product will help by providing better training to our officers which will ultimately lead to better community relations and community confidence.

Budget Impact:

• \$126,830.00

Attachments:

Ti Training Quote for their RECON 180 Screen System

Ti Training Sole Source Letter explaining their patented technology

Quote

Lawrenceville Police - GA 300 Jackson Street Lawrenceville, GA 30046 770.670.5003



4680 Table Mountain Drive Suite 150 Golden, CO 80403 (800) 634-1936 http://TiTraining.com/

Estimate No. 7583 Issued on Wed Apr 19, 2023

Qty	Name	Description	Rate	Amount	Tax
1	RECON 180 Screen System	(Training Lab EX) Complete 3 screen, 180 Degree System, with all cables, projectors, cameras, and Speakers Built into frame. 2- Glock Blue Guns with lasers. 1- Flashlight. Install included	\$67,900.00	\$67,900.00	NON
2	Additional Recoil Kit for Handgun	Dvorak drop-in air Recoil Kit for Glock 22, Gen 4 with 1-magazine.	\$2,950.00	\$5,900.00	NON
2	TASER X2 Laser Device	X2 inert training simulation device with built-in cartridges.	\$2,690.00	\$5,380.00	NON
1	Additional Flashlight	Additional handheld flashlight. 2 total	\$250.00	\$250.00	NON
1	Shoot Back Cannon	Shoot Back Cannon with Barricade	\$8,900.00	\$8,900.00	NON
1	Auxiliary Control Box w/Light B	Instructor Control Center for environmental controls. 7 active control plug ins. Includes a LED Light Bar	\$1,500.00	\$1,500.00	NON
1	Master Instructor Training	2 Options: 1) Master Instructor Training at Ti Academy for 2 instructors with travel costs (airfare, hotel, transportation from/to airport/hotel/Ti Academy, 2 meals daily) included; or 2) Master Instructor Training onsite for up to 6 instructors at single customer location for 2 consecutive days. Training is on setup, operation, troubleshooting, maintenance of the simulator, and includes an instructor development block, "Effective Simulation Training".	\$3,800.00	\$3,800.00	NON
	4 Year Extended Warranty with Upgrade	Suggestion: 4 Year Extended Warranty on RECON Cor180 system with Upgrade replacement of CPU/hit detect cameras/low light cameras/projectors, and Laser devices Refurbish during year 5.	\$24,000.00	\$24,000.00	NON

2	Additional Recoil Kit for Rifle	Dvorak drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	\$3,000.00	\$6,000.00	NON	4.
1	Refill Station for Recoil Kits	CO2 Tank; Refill Nozzle and All necessary items for the Handgun Magazines and Rifle Magazines to be refilled.	\$900.00	\$900.00	NON	
1	*Shipping		\$900.00	\$900.00	NON	
	Additional Magazines for Recoil Kits	Additional Magazines for Recoil Kit. 2- Handgun; 2- Rifle- Refill	\$350.00	\$1,400.00	NON	

Tax
Estimated Total
Deposit Due

\$0.00 \$126,830.00 \$0.00

Signature: Signature Date:

Thank you for considering Ti Training LE LLC.

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

TERMS & CONDITIONS

Kila Otte kila@titraining.com 3034143555 We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.

Page 97

Requester Name and Title: Salvador Orega, Police Captain						
-	Note: Requester must be able to defend this justification.					
Requester Department: Police						
Requested Single/Sole Source Supplier:						
Company Name	Ti Training					
Contact Name	Kila Otte, Vice President of Sales					
Address	4680 Table Mountain Dr. Suite 150					
City	Golden State CO Zip Code 80403					
Phone Number	303-269-1594 E-mail kila@titraining.com					
Is the recommended company the manufacturer? Yes No Does the manufacturer sell the brand item(s) through distributors? Yes No						
The Ti Training RECON 180 Firearms Training Simulator (FATS) is a simulator that enables officers to utilize the entire use of force spectrum, including the less-lethal options they carry, without the need for costly training cartridges, sprays, or impact munitions. The RECON™ 180 allows law enforcement officers to train for a wide range of de-escalation scenarios, helping them learn how to defuse tense situations and avoid the use of force. From handling mental health crises and domestic disputes to active shooter situations, officers can hone their decision-making skills for better outcomes in the field with the assistance of the Ti Training Recon 180 FATS machine. **Describe the full scope of work contemplated including installation if required;**						
Estimated Cost:	items should include brand, model and part number if applicable; \$ 127,000 One Time					

Single / Sole Source / Sole Brand Justification

SINGLE / SOLE SOURCE / BRAND SPECIFIC RATIONALE

Explain why the recommended product/company/brand is the only product/company/brand that can meet the requirement. Address the following: Are there any other products/companies that can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended product/company has a significant advantage over any other products/company that can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rational must be clear and convincing, avoiding generalities and unsupported conclusions.

Ti Training manufactures the RECON Simulation Platform with proprietary sole source software.. Our products are protected by trade secrets and patents and are unique in the market. Ti Training is the publisher, holder of all copyrights, and sole source, for the only software that works with the RECON System.

- Patent for Mobile Simulation Screen System: Patent Number: 10379428
- Patented Simulation Taser Laser: US Patents, No. 9,605,927 B2 and No. 9,885,545 B2.

Ti Training is a Sole Source for MOBILE Multi Screen System. Meaning Ti is the ONLY simulation source that can provide a multi screen simulation system that the screens can be reconfigured and moved. This is a patented item, so no other simulation company can provide this type of application with their simulation products. The RECON can operate all screens as 1 whole unit running a single scenario across all the screens or separate out the screens to operate individually. For complete details, please refer to the attached Sole Source Letter.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific product/company is the only source of the required product/service because (check all that apply):

Must match existing piece of equipment available only from the same source of original equipment. Provide documentation from supplier supporting that no other supplier can supply this.

It is not possible to obtain competitive bids for consideration (i.e., only one source is capable of supplying the goods/service or meeting the requirements). I have attached the pertinent documentation showing what market research was conducted to preclude other brands or vendors from consideration. In a brief explanation, provide supporting evidence for the conclusion; other sources considered should be listed, along with explanation of why they are unable to meet the requirements.

After extensive research of various FATS machines, I determined that the best product for us based on quality and price is the FATS machine manufactured by Ti Training. Several local departments currently own a TiTraining FATS machine and their experience has been positive and very satisfying. During my research, I tested three different products (Ti Training, InVeris, and VirTra). TI Training was far beyond the best product as far as cost, technology, customer service, and video development. Ti Training holds a Sole Source Letter for their product as their FATS machine is the only one on the market with a patented mobile multiple screen system that will provide more realistic and better quality training.

(if additional space is needed, include them in a separate page)

4.

Single / Sole Source / Sole Brand Justification

There is a substantial technical risk in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process). In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial technical risk.
(if additional space is needed, include them in a separate page)
(I) daditional space is needed, melade them in a separate page)
For support effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g., the chances of another firm winning a competition are clearly remote. <i>Please provide a brief explanation</i> .
(if additional space is needed, include them in a separate page)
ACKNOWLEDGEMENT
This section must be completed.
I acknowledge the City's requirements for soliciting competitive bids for purchases and the criteria for justification for Single Source/Sole Source/Sole Brand purchases. I have gathered the required technical information, have made a concerted effort to review comparable/equal products/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.
Signature: Salvador Ortega Date: 09/27/2023

Sole Source Document for Ti Training Simulation Products

Ti Training manufactures the RECON Simulation Platform with proprietary sole source software. This software and hardware combination is designed to only work with the RECON, Training Lab, Training Room, Firing Line, Ti Target Drills, And VRG software packages. Ti Training LE is the only Manufacturer of these products. Ti Training's cameras, software, and firmware have been developed and configured by Ti Training to work specifically with RECON simulation systems. Only Ti Training's technology and software works with RECON System running the Training Lab software as our technology is proprietary and has been designed to integrate with this product.

Ti Training is the sole source from whom you can purchase Ti Training technology, software and the associated training, scenario content, scenario authoring and laser devices for the Training Lab software. Our products are protected by trade secrets and patents and are unique in the market. Ti Training is the publisher, holder of all copyrights, and sole source, for the only software that works with the RECON System.

- Patent for Mobile Simulation Screen System: Patent Number: 10379428
 - Patented Simulation Taser Laser: US Patents, No. 9,605,927 B2 and No. 9,885,545 B2.

Ti Training is a Sole Source for MOBILE Multi Screen System. Meaning Ti is the ONLY simulation source that can provide a multi screen simulation system that the screens can be reconfigured and moved. This is a patented item, so no other simulation company can provide this type of application with their simulation products. The RECON can operate all screens as 1 whole unit running a single scenario across all the screens or separate out the screens to operate individually. No other manufacturer can add screens to a current RECON System.

Smart Screen Projection System Patented

- Smart screen mobile projector and camera mounts can be moved to any wall or screen in simulation room or outside of the simulation room and talk wirelessly to the RECON Core system.
- Hit detect camera is mounted to the projector mount and can be moved without the need to recalibrate. Projection can be built into the screen frame or in a cart system.

RECON CORE and Smart Screen -

- The RECON can be integrated into a single screen system or added to multiple screens for an immersive simulation environment. The smart screen is completely mobile and can work independently or integrated.
- TI Training is the ONLY Source for this Mobile smart screen configuration. The screen can be moved to completely integrate with other Ti screens or move away and work in separate locations, still running a continuous scenario. The smart screen can also work independently as a single screen system. . Ti has an application and design patent for this simulation display and operation

Report Generation from Trainee Sessions

Specific Reporting on trainee sessions can be generated and disseminated across all RECON platforms.

Scenario Editor & Library

All branching scenarios created for the RECON Platform can only be used with the RECON systems.

Firing Line Custom Course of Fire Software

 The Firing Line Marksmanship software Is Standard on the RECON and all courses of fire created on the RECON platform can be moved across any RECON System.

Weapons and Devices

All Laser devices for use on the RECON are proprietary and can only be purchased through Ti Training. Ti Training is the sole source distributor of any laser products that interact with RECON Training Lab Systems. No other source can provide the actual laser device other than TI Training. This would include peripheral items currently used on the Training Lab product line.

- These lasers and devices include: RECOIL Kit Lasers and devices, TASER Laser Devices, OC Lasers, Flashlights with Filters, Charging Stations.
- The RECON platform running the Training Lab Software can read the laser devices, and assign those to individual trainees. Those devices can also be force failed and/or reloaded by the instructor using the Training Lab software.

Environmental Controls

Auxiliary Control Box - RECON has the ability to control on/off switches of devices in the room wirelessly from the instructor monitor.

Operational Training

- Ti Training is committed to providing the best, most advanced and effective training to our customers. It is critical that our customers not only know how to operate the RECON™ system and its components, but also how to safely and effectively provide training in the simulated environment. All of this not only provides your agency's officers with the best possible training, it also can reduce agency liability due to the depth of the training received by your instructors
- Ti Training is the exclusive servicer of any warranty packages and services under Ti Training Warranties. All warranty items and service needs will be directed to Ti Training Customer Service Personnel. And Tl Training Customer Service personnel are the direct contact from the customer for any items related to this warranty package.



AGENDA REPORT
MEETING: REGULAR SESSION, NOVEMBER 15, 2023
AGENDA CATEGORY: CONSENT AGENDA

Item: Scenic Highway Pole Replacement Project

Department: Electric

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$214,999.90

Presented By: Huston Gillis, Electric Director

Action Requested: Award Scenic Highway Pole Replacement Project to low bidder, Over and

Under General Contractor, Inc., amount not to exceed \$214,999.90. Authorization for Mayor to execute contracts subject to approval by the

City Attorney. Contracts to follow award.

Summary: This project consists of the installation and replacement of various-size wood poles supporting 3-phase structures. It will also include the underground installation of 3-phase cable in conduit and the installation of 3-phase padmount transformers.

Fiscal Impact: Amount not to exceed \$214,999.90. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-037.

Attachments/Exhibits:

Bid Tabulation

SB012-24 Scenic Highway Pole Replacement Project

Electric Department					
		Over and Under General Contractor, Inc.	Pike Electric, Inc.	Primoris T&D Services, LLC	
ITEM #	DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	
1	Location 1	\$5,243.90	\$13,520.52	\$26,670.24	
2	Location 2	\$5,243.90	\$13,520.52	\$20,002.68	
3	Location 3	\$5,243.90	\$3,916.82	N/B	
4	Location 4	\$5,243.90	\$23,882.31	\$11,334.85	
5	Location 5	\$5,243.90	\$16,206.56	\$8,667.83	
6	Location 6	\$5,243.90	\$8,861.65	\$14,001.88	
7	Location 7	\$5,243.90	\$2,027.23	\$3,333.78	
8	Location 8	\$5,243.90	\$7,527.93	\$6,000.80	
9	Location 9	\$5,243.90	\$25,594.37	\$2,448.37	
10	Location 10	\$5,243.90	\$4,881.76	\$6,120.92	
11	Location 11	\$5,243.90	\$5,503.67	\$3,333.78	
12	Location 12	\$5,243.90	\$10,602.99	N/B	
13	Location 13	\$5,243.90	\$13,819.01	\$8,001.07	
14	Location 14	\$5,243.90	\$10,998.98	\$6,667.56	
15	Location 15	\$5,243.90	\$8,199.03	\$15,584.95	
16	Location 16	\$5,243.90	\$5,803.92	\$8,001.07	
17	Location 17	\$5,243.90	\$2,929.68	\$2,667.02	
18	Location 18	\$5,243.90	\$2,300.87	\$3,667.16	
19	Location 19	\$5,243.90	\$2,469.75	\$3,667.16	
20	Location 20	\$5,243.90	\$2,469.75	\$3,000.40	
21	Location 21	\$5,243.90	\$1,879.04	\$3,333.78	
22	Location 22	\$5,243.90	\$2,641.19	\$3,333.78	
23	Location 23	\$5,243.90	\$1,681.44	\$2,000.27	

BID TABULATION

24	Location 24	\$5,243.90	\$6,844.32	\$13,335.12
25	Location 25	\$5,243.90	\$16,443.58	\$13,335.12
26	Location 26	\$5,243.90	\$8,987.51	\$2,667.02
27	Location 27	\$5,243.90	\$13,768.00	\$13,335.12
28	Location 28	\$5,243.90	\$10,352.93	\$8,001.07
29	Location 29	\$5,243.90	\$7,527.93	\$6,667.56
30	Location 30	\$5,243.90	\$8,373.36	\$6,667.56
31	Location 30.5	\$5,243.90	\$2,295.40	\$3,333.78
32	Location 31	\$5,243.90	\$7,873.72	\$4,916.85
33	Location 32	\$5,243.90	\$2,295.40	\$6,000.80
34	Location 33	\$5,243.90	\$13,708.10	\$4,000.54
35	Location 34	\$5,243.90	\$2,295.40	\$8,001.07
36	Location 35	\$5,243.90	\$8,044.91	\$2,000.27
37	Location 36	\$5,243.90	\$3,130.39	\$6,000.80
38	Location 36.5	\$5,243.90	\$2,295.40	\$3,333.78
39	Location 37	\$5,243.90	\$5,503.67	\$2,000.27
40	Location 38	\$5,243.90	\$5,503.67	\$4,000.54
41	Location 42	\$5,243.90	\$1,681.44	\$4,000.54
	Total	\$214,999.90	\$318,164.12	\$273,437.16

22	Location 22	\$7,810.00	\$24,817.23
23	Location 23	\$7,810.00	\$24,411.89
24	Location 24	\$7,810.00	\$26,641.28
	Location 21	\$7,010.00	Ψ20,071.20
25	Location 25	\$7,810.00	\$25,425.25
26	Location 26	\$7,810.00	\$24,310.55
27	Location 27	\$7,810.00	\$30,289.38
28	Location 28	\$7,810.00	\$29,478.69
29	Location 29	\$7,810.00	\$26,641.28
30	Location 30	\$7,810.00	\$30,289.38
31	Location 30.5	\$7,810.00	\$24,513.22
32	Location 31	\$7,810.00	\$26,641.28
33	Location 32	\$7,810.00	\$24,513.22
34	Location 33	\$7,810.00	\$30,289.38
35	Location 34	\$7,810.00	\$24,513.22
36	Location 35	\$7,810.00	\$29,985.38
37	Location 36	\$7,810.00	\$26,641.28
38	Location 36.5	\$7,810.00	\$24,513.22
39	Location 37	\$7,810.00	\$26,641.28
40	Location 38	\$7,810.00	\$26,641.28
41	Location 42	\$7,810.00	\$22,800.64
	Total	\$320,785.00	\$1,113,532.58

Recommended vendor:

Over and Under General Contractor, Inc.
129 B Hurricane Shoals Road
Lawrenceville, GA 30046
P: 770-682-9160
overundercontractor@gmail.com



AGENDA REPORT

MEETING: REGULAR SESSION, NOVEMBER 15, 2023 AGENDA CATEGORY: CONSENT AGENDA

Item: South Town Square Underground Electrical Project

Department: Electric

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$113,078.45

Presented By: Huston Gillis, Electric Director

Action Requested: Award South Town Square Underground Electrical Project to low bidder,

Over and Under General Contractor, Inc., amount not to exceed

\$113,078.45. Authorization for Mayor to execute contracts subject to

approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the installation of 3-phase underground primary, padmount transformers, concrete pads, and Town and Country lights.

Fiscal Impact: Amount not to exceed \$113,078.45. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-040.

Attachments/Exhibits:

Bid Tabulation

PAGE 1

SB010-24 South Town Square Underground Electrical Project

Electric Department

		High Voltage Specialists, Inc.		Over and Under General Contractor, Inc.		Primoris T&D Services, LLC		U-TEC Construction, Inc.		
ITEM#	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1 LS	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$26,027.29	\$26,027.29	\$11,000.00	\$11,000.00
2	Traffic Control	1 LS	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$73,710.00	\$73,710.00	\$1,100.00	\$1,100.00
3	Warranties & Bonds	1 LS	\$5,000.00	\$5,000.00	\$4,905.87	\$4,905.87	N/B	\$0.00	\$8,067.47	\$8,067.47
4	Installation of Street Light 30' Pole	13 EA	\$1,049.69	\$13,645.97	\$382.95	\$4,978.35	\$1,183.23	\$15,381.99	\$450.00	\$5,850.00
5	Street Light Termination	13 EA	\$250.00	\$3,250.00	\$288.09	\$3,745.17	\$18.22	\$236.86	\$42.00	\$546.00
6	Installation of #6 Duplex	1535 FT	\$9.78	\$15,012.30	\$1.95	\$2,993.25	\$2.51	\$3,852.85	\$1.00	\$1,535.00
7	Installation of 1" Conduit	1535 FT	\$22.97	\$35,258.95	\$1.85	\$2,839.75	\$16.76	\$25,726.60	\$1.20	\$1,842.00
8	Installation of uv2 handholes	13 EA	\$866.46	\$11,263.98	\$1,711.93	\$22,255.09	\$350.24	\$4,553.12	\$67.50	\$877.50
	Installation of Single Phase Padmounts with Concrete Pad and Ground Assembly	9 EA	\$1,732.89	\$15,596.01	\$1,291.18	\$11,620.62	\$2,366.47	\$21,298.23	\$1,150.00	\$10,350.00
10	Installation of 1/0 Cable	7219 FT	\$17.79	\$128,426.01	\$2.55	\$18,408.45	\$16.76	\$120,990.44	\$30.00	\$216,570.00
11	Primary Elbow Termination	24 EA	\$577.63	\$13,863.12	\$556.46	\$13,355.04	\$170.39	\$4,089.36	\$78.00	\$1,872.00
117	Installation of 3 Phase Termination Cabinets and Installation of Ground Assemblies	2 EA	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$3,549.70	\$7,099.40	\$1,200.00	\$2,400.00
13	Installation of 50' C1F Wood Pole	1 EA	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$711.43	\$711.43	\$3,200.00	\$3,200.00
14	3 Phase Termination on Wood Pole	1 EA	\$5,000.00	\$5,000.00	\$1,850.00	\$1,850.00	\$2,484.57	\$2,484.57	\$1,800.00	\$1,800.00
	3 Phase Termination into Existing 3 Phase Pad Mount	1 EA	\$5,000.00	\$5,000.00	\$3,871.92	\$3,871.92	\$3,000.09	\$3,000.09	\$1,200.00	\$1,200.00
	Bore into Existing 3-Phase Transformer with Installation of 3 1/0 Cables and Termination	1 EA	\$5,000.00	\$5,000.00	\$4,754.94	\$4,754.94	\$5,797.85	\$5,797.85	\$2,800.00	\$2,800.00
	Total		\$278,	816.34	\$113,0	078.45	\$314,9	960.08	\$271,0	009.97

BID TABULATION PAGE 2

	Optional Variable Quantity Line Items									6.
17	Add for Rock Bore	500 LF	\$25.00	\$12,500.00	N/B	\$0.00	\$33.52	\$16,760.00	\$350.00	\$175,000.00
18	Add for Blast/Hammer Rock	120 LF	\$30.00	\$3,600.00	N/B	\$0.00	\$62.86	\$7,543.20	\$200.00	\$24,000.00
	Total with Options		\$294,9	016.34	\$113,0)78.45	\$339,2	263.28	\$470,	009.97

Recommended Vendor:
Over and Under General Contractor, Inc. 129 B Hurricane Shoals Road Lawrenceville, GA 30046 P: 770-682-9160 overundercontractor@gmail.com



AGENDA REPORT
MEETING: REGULAR SESSION, NOVEMBER 15, 2023
AGENDA CATEGORY: CONSENT AGENDA

Item: Wayside Underground Electric Project

Department: Electric

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$898,262.04

Presented By: Huston Gillis, Electric Director

Action Requested: Award Wayside Underground Electric Project to overall low bidder,

Southern Fiber Company d/b/a Southern Utility Group, amount not to exceed \$898,262.04. Authorization for Mayor to execute contracts subject

to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of replacing all the underground primary conductors, pad-mount transformers, and pads. It also includes the installation of secondary voltage hand hole/pedestals and intercepted secondary service wire that feeds residential services, and the replacement of Town and Country light fixtures.

Fiscal Impact: Amount not to exceed \$898,262.04. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-038.

Attachments/Exhibits:

Bid Tabulation

SB011-24 Wayside Underground Electric Project Electric Department

		High Voltage Specialists, Inc.		Pike Electric, LLC		Primoris T&D Services, LLC		
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1 LS	\$14,000.00	\$14,000.00	\$11,618.57	\$11,618.57	\$0.00	\$0.00
2	Mobilization	1 LS	\$30,000.00	\$30,000.00	\$12,900.00	\$12,900.00	\$21,318.85	\$21,318.85
3	Traffic Control	1 LS	\$8,000.00	\$8,000.00	\$2,580.00	\$2,580.00	\$0.00	\$0.00
4	Replace 22 t/c light and pole	1 EA	\$2,800.00	\$2,800.00	\$1,290.00	\$1,290.00	\$1,279.13	\$1,279.13
5	Installation of T/C new lights	34 EA	\$764.71	\$26,000.14	\$903.00	\$30,702.00	\$639.57	\$21,745.38
6	UV2 handhole assemblies	56 EA	\$914.14	\$51,191.84	\$322.50	\$18,060.00	\$383.74	\$21,489.44
7	1/0 cable bored into specified locations.	12514 FT	\$29.08	\$363,907.12	\$50.70	\$634,459.80	\$30.20	\$377,922.80
8	Primary elbow terminations	56 EA	\$609.43	\$34,128.08	\$193.50	\$10,836.00	\$184.76	\$10,346.56
9	Installation of single-phase padmount and assemblies.	26 EA	\$914.15	\$23,767.90	\$967.50	\$25,155.00	\$1,644.13	\$42,747.38
10	Installation of concrete pads	26 EA	\$914.15	\$23,767.90	\$258.00	\$6,708.00	\$312.68	\$8,129.68
11	Secondary pedestals UV4	48 EA	\$914.13	\$43,878.24	\$193.50	\$9,288.00	\$454.80	\$21,830.40
12	Installation of secondary triplex	16266 FT	\$24.70	\$401,770.20	\$9.03	\$146,881.98	\$30.20	\$491,233.20
13	Primary termination on wood	2 EA	\$2,285.00	\$4,570.00	\$1,677.00	\$3,354.00	\$2,984.37	\$5,968.74
14	Transformer removal (retire)	40 EA	\$250.00	\$10,000.00	\$580.50	\$23,220.00	\$455.01	\$18,200.40
15	Pad removal	40 EA	\$250.00	\$10,000.00	\$109.65	\$4,386.00	\$213.19	\$8,527.60
16	Transportation of retired transformers to 435 W. Pike, Lawrenceville, GA 30046	40 EA	\$110.00	\$4,400.00	\$64.50	\$2,580.00	\$142.13	\$5,685.20
	Total		\$1,052	,181.42	\$944,0	019.35	\$1,056,424.76	

Optional Variable Quantity Line Items							7.
Add for Rock Bore	1000 LF	\$32.00	\$32,000.00	\$185.00	\$185,000.00	\$40.27	\$40,270.00
Add for Blast/Hammer Rock	500 LF	\$35.00	\$17,500.00	\$215.00	\$107,500.00	\$80.54	\$40,270.00
Total with Options		\$1,101	,681.42	\$1,236	,519.35	\$1,136	,964.76

		Over and Under General Contractor, Inc.		Southern Fiber Company d/b/a Southern Utility Group		U-TEC Construction, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1 LS	\$33,646.71	\$33,646.71	\$0.00	\$0.00	\$28,016.69	\$28,016.69
2	Mobilization	1 LS	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
3	Traffic Control	1 LS	\$1,600.00	\$1,600.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
4	Replace 22 t/c light and pole	1 EA	\$468.09	\$468.09	\$7,800.00	\$7,800.00	\$595.00	\$595.00
5	Installation of T/C new lights	34 EA	\$288.09	\$9,795.06	\$260.00	\$8,840.00	\$295.57	\$10,049.38
6	UV2 handhole assemblies	56 EA	\$288.09	\$16,133.04	\$62.40	\$3,494.40	\$270.90	\$15,170.40
7	1/0 cable bored into specified locations.	12514 FT	\$42.26	\$528,841.64	\$25.25	\$315,978.50	\$85.00	\$1,063,690.00
8	Primary elbow terminations	56 EA	\$255.83	\$14,326.48	\$88.40	\$4,950.40	\$78.00	\$4,368.00
9	Installation of single-phase padmount and assemblies.	26 EA	\$1,131.18	\$29,410.68	\$572.00	\$14,872.00	\$1,200.00	\$31,200.00
10	Installation of concrete pads	26 EA	\$750.00	\$19,500.00	\$88.40	\$2,298.40	\$250.00	\$6,500.00
11	Secondary pedestals UV4	48 EA	\$468.31	\$22,478.88	\$104.00	\$4,992.00	\$225.75	\$10,836.00
12	Installation of secondary triplex	16266 FT	\$2.55	\$41,478.30	\$23.49	\$382,088.34	\$30.00	\$487,980.00
13	Primary termination on wood	2 EA	\$520.00	\$1,040.00	\$1,040.00	\$2,080.00	\$1,250.00	\$2,500.00
14	Transformer removal (retire)	40 EA	\$515.59	\$20,623.60	\$520.00	\$20,800.00	\$265.00	\$10,600.00
15	Pad removal	40 EA	\$206.51	\$8,260.40	\$83.20	\$3,328.00	\$170.00	\$6,800.00

		BID TAE	BULATION				PAGE 3	
16	Transportation of retired transformers to 435 W. Pike, Lawrenceville, GA 30046	40 EA	\$174.40	\$6,976.00	\$156.00	\$6,240.00	\$165.00	\$6,600.00
Total		\$754,578.88		\$787,262.04		\$1,707,405.47		
Optional Variable Quantity Line Items								
	Add for Rock Bore	1000 LF	\$140.00	\$140,000.00	\$96.00	\$96,000.00	\$500.00	\$500,000.00
	Add for Blast/Hammer Rock	500 LF	\$140.00	\$70,000.00	\$30.00	\$15,000.00	\$500.00	\$250,000.00
Total with Options		\$964,578.88		\$898,262.04		\$2,457,405.47		

Recommended Vendor:

Southern Fiber Company d/b/a Southern Utility Group 1563 Calvary Church Rd. Gainesville, GA 30507 P: 912-536-5875



AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 15, 2023 AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to Approve Authorized Officials and Voting Delegates to

Electric Cities of Georgia, Inc.

Department: Electric

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: None

Presented By: Huston Gillis, Electric Department Director

Action Requested: Approve the resolution to appoint the authorized officials and voting

delegates for the City of Lawrenceville to Electric Cities of Georgia, Inc.

Summary The City Council of the City of Lawrenceville hereby appoints Huston Gillis to serve as the voting delegate, Chuck Warbington to serve as the Authorized Official and Barry Mock to serve as the alternate Authorized Official and alternate voting delegate.

Attachments/Exhibits:

Resolution

RESOLUTION

RESOLUTION TO APPROVE THE AUTHORIZED OFFICIALS AND VOTING DELEGATES FOR THE CITY OF LAWRENCEVILLE TO ELECTRIC CITIES OF GEORGIA, INC.

WHEREAS, the City of Lawrenceville wishes to appoint the authorized official to communicate the decisions of the City and appoint the voting delegate to represent the City; and

WHEREAS, the authorized official is approved with authority to complete service confirmation forms, nomination forms for the Board of Directors of ECG, submit ballots for the election of the Board of Directors of ECG, and enter into any contracts on behalf of the city; and

WHEREAS, the voting delegate is approved with the authority to cast all votes to which the City is entitled,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Huston Gillis to serve as the voting delegate, Chuck Warbington to serve as the Authorized Official and Barry Mock to serve as the alternate Authorized Official and alternate voting delegate.

	IT IS SO RESOLVED this	day of	2023.
		David R. S	till, Mayor
Attest:			
Karen Pierce,	City Clerk		



AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: CONSENT AGENDA

Item: Authorization to sign signature cards and approval of resolution for 2023

Bond Series Bank Accounts

Department: Finance

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: N/A

Presented By: Keith Lee, Chief Financial Officer

Action Requested: Approval of resolution authorizing the creation of the 2023 Bond Series

bank accounts and approval for the Mayor and City Manager to sign

signature cards.

Summary: We are required to segregate our Bond Funds. As such we are asking for

approval to setup a new bank account. Our bank requires approval of a

resolution and authorization to sign signature cards for the setup of new bank

accounts.

Fiscal Impact: N/A.

Attachments/Exhibits: Renasant Bank File with Resolution

Page 1 of 1

RESOLUTION	

RESOLUTION OF THE CITY COUNCIL CITY OF LAWRENCEVILLE, GEORGIA 2023 BOND SERIES BANK ACCOUNTS RESOLUTION

WHEREAS, City of Lawrenceville, Georgia entered into an intergovernmental agreement for 2023 Bond Series funds with the Lawrenceville Building Authority; and

WHEREAS, the City is opening two bank depository accounts with Renasant Bank to separate bond funds from other City Funds; and

WHEREAS, Renasant Bank requires a resolution be adopted by the governing board; and

NOW, THEREFORE, the City Council of the City of Lawrenceville, Georgia does hereby approve and authorize the Mayor, City Manager, and City Clerk to sign the Renasant Bank signatory cards.

IT IS SO RESOLVED this	day of	
	David R. Still, Mayor	
ATTEST:		
Karen Pierce. City Clerk		



AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 15, 2023 AGENDA CATEGORY: CONSENT AGENDA

Item: Ordinance setting the time and place of the regularly scheduled meetings

of the Lawrenceville City Council for 2024

Department: City Clerk

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: N/A

Presented By: Karen Pierce, City Clerk

Action Requested: Approve the Ordinance setting the time and place of the regularly

scheduled meetings of the Lawrenceville City Council for 2024

Summary: The City Council is required to adopt the schedule of their regularly scheduled meeting dates each year. The attached calendar reflects the recommended meeting dates for 2024 with consideration of holidays and training dates.

Attachments/Exhibits:

Ordinance Meeting Dates

Page 1 of 1

ORDINANCE	

ORDINANCE SETTING TIME AND PLACE OF REGULARLY SCHEDULED MEETINGS OF THE LAWRENCEVILLE CITY COUNCIL FOR YEAR 2024

WHEREAS, the Council of the City of Lawrenceville desires to establish the time and place of its regular meetings for the 2024 calendar year in accordance with the requirements of Georgia Law.

NOW THEREFORE, the Council of the City of Lawrenceville hereby ordains that its regularly scheduled Council Meetings and Work Sessions will be held every month, as shown on the attached schedule. Meetings will be held in the Lawrenceville City Hall Council Chambers located at 70 S. Clayton Street, Lawrenceville, Georgia; and

IT IS FURTHER ORDAINED, that other special call meetings may be duly called as needed and properly noticed. All meetings are open to the public, and the City Council welcomes and encourages attendance at these meetings.

IT IS SO ORDAINED this	day of November, 2023.	
	David R. Still, Mayor	
ATTEST:		
Karen Pierce City Clerk		



2024 CITY COUNCIL MEETING SCHEDULE

The City Council meets on the second Wednesday for Work Session each month at 5:00 PM and on the fourth Monday of each month at 7:00 PM for Regular Council Meetings unless otherwise specified. All meetings are held on the fourth floor of City Hall in the Council Assembly Room

City Council Work Session (2 nd Wednesday)	City Council Hearing (4 th Monday)		
01/10/2024	01/22/2024		
02/07/2024	02/26/2024		
03/14/2024 (Thursday)	03/25/2024		
04/17/2024	04/29/2024		
05/08/2024	05/22/2024 (Wednesday)		
06/05/2024	06/26/2024 (Wednesday)		
07/10/2024	07/22/2024		
08/07/2024	08/19/2024		
09/04/2024	09/16/2024		
10/09/2024	10/28/2024		
11/13/2024 (2:00 PM)	11/13/2024 (Wednesday)		
12/11/2024 (2:00 PM)	12/11/2024 (Wednesday)		

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200 770.963.2414 • www.lawrencevillega.org



AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 15, 2023 AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to Appoint Municipal Electrical Authority of Georgia (MEAG)

Voting Delegates

Department: Electric

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: Not Applicable

Presented By: Huston Gillis, Electric Department Director

Action Requested: Approve the Resolution appointing the Municipal Electric Authority of

Georgia voting Delegates.

Summary: This is a resolution to update and appoint new voting delegates for the Municipal Electric Authority of Georgia (MEAG).

Attachments/Exhibits:

MEAG Delegates

Page 1 of 1 Page 122

RESOLUTION	
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RESOLUTION TO APPOINT VOTING DELEGATES TO THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA'S ELECTION COMMITTEE

WHEREAS, the City of Lawrenceville wishes to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee to represent the City; and

WHEREAS, the voting delegates are appointed with authority to cast all votes to which the City is entitled,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Huston Gillis to serve as the voting delegate and Chuck Warbington to serve as the alternate voting delegate.

IT IS SO RESOLVED this _	day of	, 2023.	
		David R. Still, Mayor	
Attest:			
Karen Pierce, City Clerk			



AGENDA REPORT MEETING: CITY COUNCIL REGULAR MEETING AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: RZR2023-00020; City of Lawrenceville; 360, 342, & 328 N Perry Street; 112

W Oak Street; 287, 247, 248, 288, 344, & 372 N Clayton Street; 145 & 164

Oak Street; 269, 292, 386, 407, & 409 Chestnut Street

Department: Planning and Development

Date of Meeting: Wednesday, November 15, 2023

Applicant Request: Citywide Rezoning of properties to be consistent with their current use

Presented By: Todd Hargrave, Director of Planning and Development

Department Approval

Recommendation:

Planning Commission

Recommendation: Table to February, 2024.

Summary: The Planning and Development Department requests the rezoning of an approximately 5.96-acre area consisting of seventeen (17) separate parcels in the area bounded by Born Street to the north, North Perry Street to the west, West Pike Street to the south, and Buford Drive to the east, colloquially known as North Downtown Lawrenceville (NDTL). The proposed city-initiated rezoning is from BGC (Central General Business District), BG (General Business District), and ON (Office Neighborhood District) to RS-60 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The properties are all currently developed with single-family residential dwelling units.

Attachments/Exhibits:

• RZR2023-00020_Report

Page 1 of 2

- RZR2023-00020_Planning and Development recommendations
- RZR2023-00020_Aerial map (1:2,750)
- RZR2023-00020_Aerial map (1:5,500)
- RZR2023-00020_Character area map (1:2,750)
- RZR2023-00020_Character area map (1:5,500)
- RZR2023-00020_DDA map (1:2,750)
- RZR2023-00020_DDA map (1:5,500)
- RZR2023-00020_Zoning map (1:2,750)
- RZR2023-00020_Zoning map (1:5,500)



Planning & Development

CASE NUMBER: RZR2023-00020

APPLICANT: TODD HARGRAVE

CONTACT: TODD HARGRAVE

PHONE NUMBER: 678.407.6583

LOCATION(S): 360, 342, & 328 N PERRY ST; 112 W OAK ST; 287,

247, 248, 288, 344, & 372 N CLAYTON ST; 145 & 164

OAK ST; 269, 292, 386, 407, & 409 CHESTNUT ST

PARCEL ID(S): R5146B019, R5146B011, R5146B015,

R5146B029, R5146B028, R5146B051, R5146B049,

R5146B046, R5146B045, R5146B061, R5146B059,

R5146B058, R5146B086, R5146B083, R5146B081,

& R5146B080

APPROXIMATE ACREAGE: 5.96

ZONING PROPOSAL: VARIOUS TO RS-60 (SINGLE-FAMILY RESIDENTIAL

DISTRICT)

PROPOSED DEVELOPMENT: SINGLE-FAMILY RESIDENTIAL DWELLING UNIT

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS



Planning & Development

VICINITY MAP





Planning & Development

ZONING HISTORY

With the exceptions of 145 and 164 Oak Street as well as 288 North Clayton Street, the subject properties have retained the same zoning classifications since 1960 (BGC and BG). 145 and 164 Oak Street were rezoned from RS-120 (Single Family Residential District) to ON (Office Neighborhood District) at an undetermined date between 1987 and 2002. 288 N Clayton was rezoned from BGC (Central General Business) to RS-150 (Single Family Residential District) in 2016, and then was rezoned back to BGC in 2020.

PROJECT SUMMARY

The Planning and Development Department requests the rezoning of an approximately 5.96-acre area consisting of seventeen (17) separate parcels in the area bounded by Born Street to the north, North Perry Street to the west, West Pike Street to the south, and Buford Drive to the east, colloquially known as North Downtown Lawrenceville (NDTL). The proposed city-initiated rezoning is from BGC (Central General Business District), BG (General Business District), and ON (Office Neighborhood District) to RS-60 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The properties are all currently developed with single-family residential dwelling units.

SURROUNDING ZONING AND USE

The surrounding area is mostly characterized by single-family homes, with many of these structures used as commercial offices. Most are currently zoned BGC regardless of whether they are being used in a commercial or residential capacity, though there is a cluster of single-family homes on RS-150 parcels around the intersection of Oak and Chestnut Streets. The southern end of the North DTL study area is more commercial is nature, composed mostly of businesses occupying older structures that encourage walkability. The historic courthouse on the square anchors the area to the south. There is also a singular multifamily structure in this area, on a parcel zoned RM-12 (Multifamily Residential District). Along Buford Drive to the west, there are more automobile-oriented businesses on parcels zoned BG. To the north, the parcels along Born Street have similar zoning and uses as well as

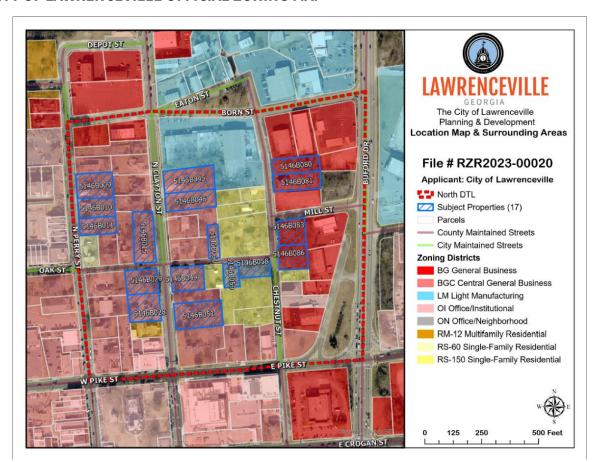


Planning & Development

industrial uses towards the freight rail corridor to the north; this includes the Ironshield Brewery within the North DTL study area.

Though the proposed request to rezone the properties to RS-60 may not necessarily be consistent with the established zoning pattern of the area as-is, it would be consistent with the established development and land use patterns within the area, which consist of predominately single-family residential dwelling units. Such a rezoning has recent precedent in the area; in November 2022, City Council approved the rezoning of 190 Oak Street (within the study area) to RS-60, and in June 2023, they approved the rezoning of 335 Oak Street and 255 West Pike Street to the same zoning district as proposed.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



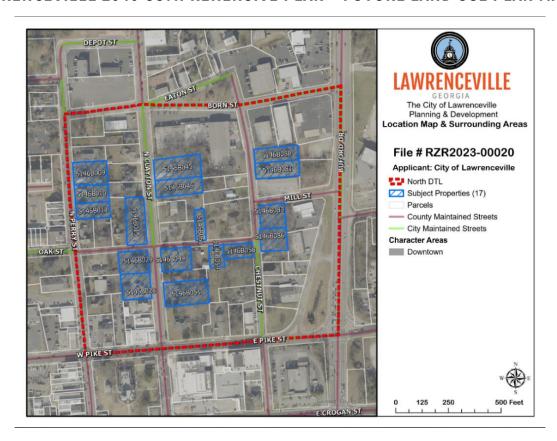


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2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject properties are located within the Downtown character area. Downtown is the heart of Lawrenceville, both in terms of its location and the level of activity. It is the highest intensity district in terms of its density and mixture of uses, particularly because of its mix of businesses. Development supports a livework-play lifestyle, with a variety of housing, employment, and entertainment options. The streets are vibrant and walkable, and the sidewalks do not roll up at 5:00pm every night—it is a center for arts, culture, and music in Gwinnett County. In Downtown, there is a place for everyone: families, students, millennials, empty nesters, and seniors all feel at home and welcome. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan and the established intent for both character areas.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





Planning & Development

STAFF RECOMMENDATION

In conclusion, the proposal may not be consistent with the established zoning pattern in the immediate area, however, policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the "halo effect" of high-quality development already happening nearby. This proposal would continue with the precedent set by RZR2022-00014 and RZR2023-00019, when City Council approved requests to rezone various properties in the general area from BGC to RS-60 to allow for the construction of single-family homes.

Rather than continuing to spot-zone the area over time, this proposal would allow for a wide swath of properties within the greater Downtown Lawrenceville area to have their zoning reflect their actual use, simplifying the permitting process for existing property owners and allowing the city to continue to rectify past zoning missteps and inconsistencies. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposal.

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



Planning & Development

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

 Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

As proposed, the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency (i.e. local services, pedestrian connectivity, etc.) with the long range plans of the City of Lawrenceville.

2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The area along the within the "North DTL" has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the polices relating to the long-range plans for the immediate area in order for the City to flourish.

3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;

The properties have a reasonable economic use as currently zoned, but retrofitting such single-family structures for commercial use may be prohibitively expensive due to code requirements.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

Transitioning from a higher intensity use (general business) to a lower intensity one (single-family residential) would reduce the demand on public facilities in the form of traffic, utilities, stormwater runoff, and schools. This reduction would likely be minimal, however, given that these homes are already being used as single-family dwellings.



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5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. Downtown is intended as a mixed-use district that includes single-family residential housing, so this rezoning conforms with the long-range plan.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;

The proposal would continue a long overdue zoning clean up in this area that began in November 2022 with RZR2022-00014 and continued with RZR2022-00019 in June 2023.

RZR2023-00020_P&D RECOMMENDED CONDITIONS_09132023

Approval of an RS-60 (Single-Family Residential District), subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:
 - A. One-family detached dwelling unit, Live/Work Unit, accessory structure.
- 2. To satisfy the following site development considerations:
 - A. The new construction, building design, architectural materials and color selection of a one-family detached dwelling unit shall be subject to the minimum requirements of the City of Lawrenceville, Zoning Ordinance, Article 6 Architectural and Design Standards. All submittals shall be subject to the review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit.
 - *i.* The new construction of a one-family detached dwelling unit shall be subject to the following dimensional standards:

Principal Structure				
Minimum Lot Area (sq. ft.) Maximum Imperviou Surface (sq. ft.)		us Minimum Lot Width (ea.)		
5,228 sq. ft.	2,614 sq. ft.	50 feet		

Principal Structure					
Maximum Building Height	Minimum Front Yard Setback	Minimum Rear Yard Setback	Minimum Side Yard Setback	Minimum Heated Floor Area	Minimum Heated Floor Area
35 feet	15 feet	10 feet	5 feet	2,000 sq. ft. (1 story)	2,200 sq. ft. (2 stories)

- *ii.* The new construction of a one-family detached dwelling unit shall require the design and construction of the façade, rear, and side elevations to consist of four (4) sides of fiber cement or wood siding and a thirty-six (36) inch water table.
- *iii.* The new construction of a one-family detached dwelling unit shall have an attached two-car garage with carriage-style garage doors. The garage shall be located in the Rear Yard Area.
- *iv.* The new construction of a one-family detached dwelling unit shall consist of a driveway constructed of an approved hard surface.
- **B.** The new construction, building design, architectural materials and color selection of a detached accessory structure shall be subject to the minimum requirements of the City of Lawrenceville, Zoning Ordinance, Article 6 Architectural and Design Standards. All submittals shall be subject to the review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit.
 - *i.* The new construction of an accessory structure shall be prohibited within the Front Yard Area.
 - ii. The new construction of an accessory structure shall be subject to the following dimensional standards:

Accessory Structure					
Allowance	Height	Front Yard Setback	Rear Yard Setback	Side Yard Setback	Maximum Square Footage
One Per Lot	18 feet	Prohibited	5 feet	5 feet	400 sq. ft.

iii. The new construction of a detached accessory structure intended to be used as a garage shall have carriage-style garage doors. The Carriage-style garage doors shall face an adjacent Side Yard Area property line.

- **C.** Provide and maintain a five (5) foot concrete sidewalk adjacent to public right-of-way(s).
- **D.** Natural vegetation shall remain on the property until the issuance of a building permit or development permit, as applicable.
- **E.** Any utility relocations shall be the responsibility of the developer.
- **2.** The following variances are granted:
 - **A.** Variances to allow the rehabilitation of the existing structure or new construction, subject to the following:
 - i. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Development Size Requirement, allows the forty (40) percent reduction of the Minimum Development Size Requirement from ten (10) acres.
 - ii. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Front Yard Setback, allows the fifty-seven (57) percent reduction of the Minimum Front Yard Setback from thirty-five (35) feet to fifteen (15) feet.
 - *iii.* A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Rear Yard Setback, allows the fifty (50) percent reduction of the Minimum Rear Yard Setback from twenty (20) feet to ten (10) feet.
 - iv. A variance from the Zoning Ordinance, Article 1, Section 103.2, Use Table and related supplemental regulations of Article 2, Section 200.3 Supplemental Use Standards Subsection 200.3.47 Live/Work allows a Live/Work Unit as an Accessory Use at the subject property. The final design shall be subject to the review and approval of the Director of Planning and Development.





The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZR2023-00020

Applicant: City of Lawrenceville

Subject Properties (17)

Parcels

County Maintained Streets

City Maintained Streets

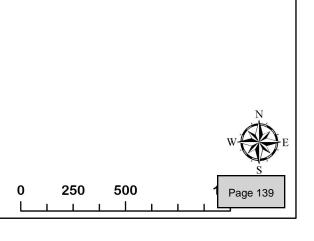


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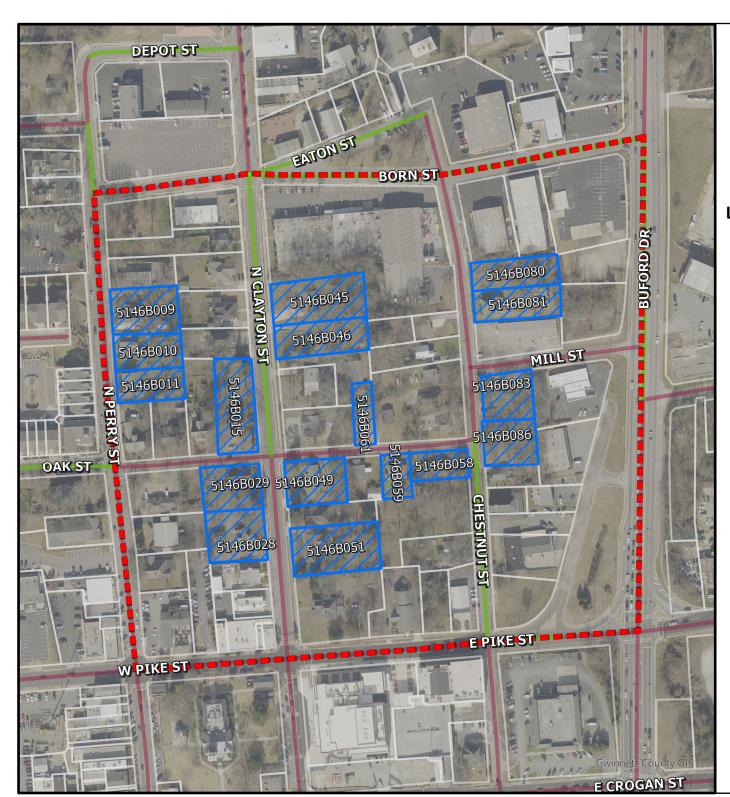




12.









The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZR2023-00020

Applicant: City of Lawrenceville

North DTL

Subject Properties (17)

Parcels

County Maintained Streets

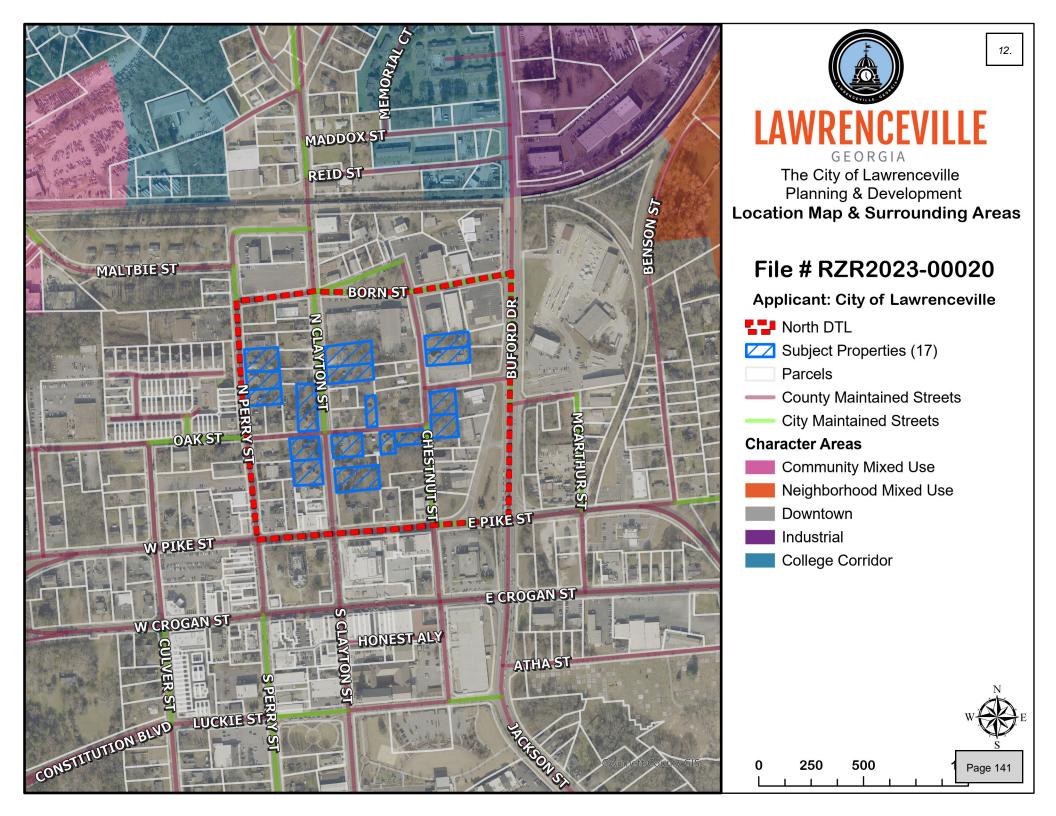
City Maintained Streets

Character Areas

Downtown



125 250







Location Map & Surrounding Areas

File # RZR2023-00020

Applicant: City of Lawrenceville

- North DTL
- Subject Properties (17)
- **Parcels**
- **County Maintained Streets**
- City Maintained Streets

Zoning Districts

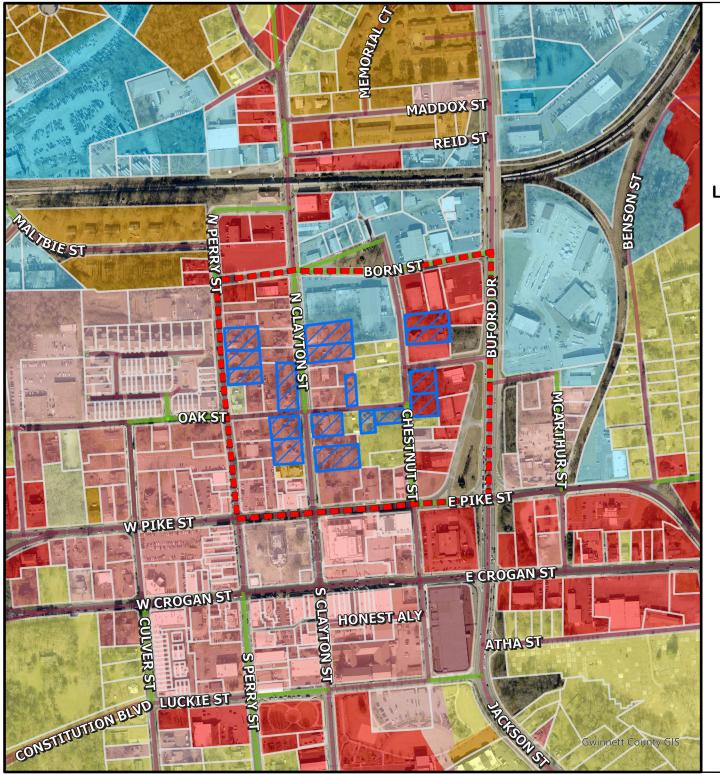
- **BG General Business**
- **BGC Central General Business**
- LM Light Manufacturing
- OI Office/Institutional
- ON Office/Neighborhood
- RM-12 Multifamily Residential
- RS-60 Single-Family Residential
- RS-150 Single-Family Residential



125 250









BUFORD DR

Gwinnett County GIS

E CROGAN ST

DEPOT ST

5146B009

5146B010

5146B011

WPIKEST

OAK ST

N GLAYTON ST

5146B029 5146B049

5146B028

5146B015

5146B045

5146B046

5146B061

5146B051

5146B059

5146B058

BORN ST

5146B080

5146B081

5146B083

5146B086

CHIESTINUT ST

MILLST

12. RENCEVILLE GEORGIA

The City of Lawrenceville Planning & Development **Location Map & Surrounding Areas**

File # RZR2023-00020

Applicant: City of Lawrenceville

North DTL

Subject Properties (17)

Parcels

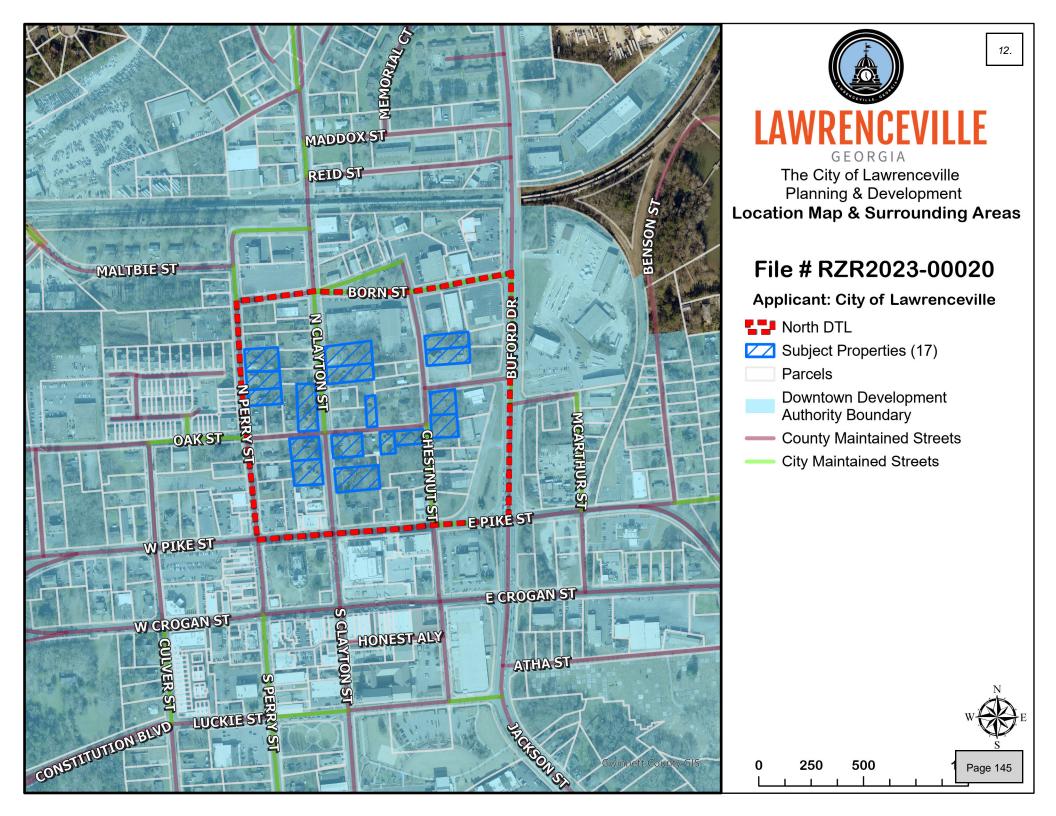
Downtown Development Authority Boundary

County Maintained Streets

City Maintained Streets



125 250





AGENDA REPORT MEETING: CITY COUNCIL REGULAR MEETING AGENDA CATEGORY: NEW BUSINESS PUBLIC HEARING

Item: CIC2023-00011; Enterprise Leasing Company of Georgia, LLC; 176 Scenic

Highway

Department: Planning and Development

Date of Meeting: Wednesday, November 15, 2023

Applicant Request: Approval of Change-in-Conditions to the previously approved Special Use

Permit for a Carwash

Presented By: Todd Hargrave, Director of Planning and Development

Department Denial

Recommendation:

Planning Recommendation to be provided at the Regular Meeting

Commission

Recommendation:

Summary: The applicant is seeking a Change-in-Conditions to remodel and improve an existing car was structures condition at 176 Scenic Hwy. Lawrenceville, GA 30046. The property is currently zoned in General Business District and the intended use is staying the same as existing.

Enterprise Rent-A-Car has been operating here since 2001, which is when the original car wash along with the back side of the building was constructed. Since that time, in 2005, an ordinance was adopted by the City of Lawrenceville that required a business who operated car washes as a conditional use to have a Special Use Permit.

Enterprise applied for and was granted a Special Use Permit in 2019 with conditions of construction of an automatic car wash that would be installed inside the remodeled building envelope. During an analysis of the cost for such a project it was determined the burden on the local operators financially

Page 1 of 2

was too great. As such, the applicant is seeking a Change-in-Conditions to allow for a different design for the car wash canopy than what was approved by City Council in 2019.

Attachments/Exhibits:

- CIC2023-00011_Report
- CIC2023-00011_P&D Recommended Conditions
- CIC2023-00011_Application
- CIC2023-00011_Letter of Intent
- CIC2023-00011_Survey
- CIC2023-00011_Site Plan
- CIC2023-00011_2019 Approved Canopy Proposal
- CIC2023-00011_New Canopy Proposal
- CIC2023-00011_Map_Aerial Zoomed In
- CIC2023-00011_Map_Aerial Zoomed Out
- CIC2023-00011_Map_Character Areas Zoomed In
- CIC2023-00011_Map_Character Areas Zoomed Out
- CIC2023-00011_Map_DDA Zoomed In
- CIC2023-00011_Map_DDA Zoomed Out
- CIC2023-00011_Map_Zoning Zoomed In
- CIC2023-00011_Map_Zoning Zoomed Out



Planning & Development

CASE NUMBER: CIC2023-00011

OWNER: MEA FAMILY INVESTMENTS LP

APPLICANT: TIM TEAGUE

CONTACT: TIM TEAGUE – 706.968.8017

LOCATION(S): 176 SCENIC HIGHWAY

PARCEL ID(S): R5147 152

APPROXIMATE ACREAGE: 0.49

ZONING PROPOSAL: BG (GENERAL BUSINESS DISTRICT) – CHANGE IN

CONDITIONS

PROPOSED DEVELOPMENT: RENTAL, AUTOMOBILE – CAR WASH CANOPY

DEPARTMENT RECOMMENDATION: DENIAL

VICINITY MAP





Planning & Development

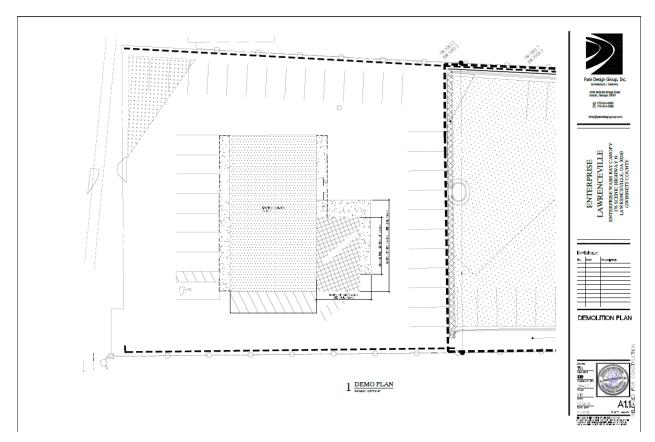
ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1960, which is the earliest record on file. SUP2019-00011 was approved on October 7, 2019, which allowed for an accessory car wash in the rear yard of the property.

PROJECT SUMMARY

The applicant requests a change in conditions for an approximately 0.49-acre parcel at 176 Scenic Highway. In October 2019, City Council approved a plan to build an accessory car wash in the rear yard on the property to serve the business's inventory. The proposed change in conditions is to allow a canopy over the car wash with a significantly different design than that which was approved in 2019. In addition, the site plan differs from that approved in 2019; see updated site plan below. There are no other changes requested.

SURVEY





Planning & Development

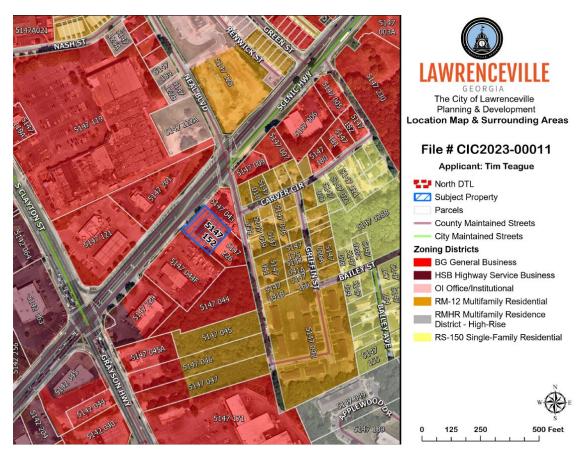
ZONING AND DEVELOPMENT STANDARDS

Zoning and other development considerations for the car wash canopy, such as its maximum size and exclusivity of use, were conditioned in the 2019 approval; these conditions shall remain, with the only proposed change being a change in the design for the proposed car wash canopy. The proposed change in conditions will not affect the overall development and zoning and development standards.

SURROUNDING ZONING AND USE

The surrounding area is characterized by commercial, institutional, and residential uses. The property is immediately surrounded by parcels zoned BG (General Business District), the same as the subject property. The greater area contains multifamily properties zoned RM-12 (Multifamily Residential District) and retail uses zoned HSB (Highway Service Business District).

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



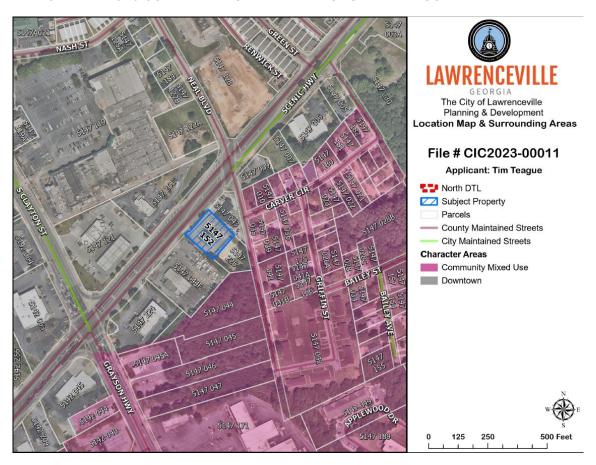


Planning & Development

2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Downtown Character Area. Downtown is the heart of Lawrenceville, both in terms of its location and level of activity. The proposal is not consistent with the intent of the 2040 Comprehensive Plan due to its diminished architectural standards compared to the plan approved in 2019.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





Planning & Development

STAFF RECOMMENDATION

Given that City Council approved car wash plans with a significantly different architectural character in 2019, a change of conditions to diminish the design standards would be inappropriate. The design of the proposed canopy is at odds with City Council's stated goal of improving the quality of the built environment in and around Downtown Lawrenceville. Settling for a lower quality of development here would undermine previous precedent that has been set for the area, both in terms of the 2019 decision and through various long-range plans. Therefore, the Planning and Development Department recommends **DENIAL** of the requested Change in Conditions.

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



Planning & Development

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

 Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The change in conditions does not affect the approved proposal from 2019.

2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The change in conditions does not affect the approved proposal from 2019.

3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;

The change in conditions does not affect the approved proposal from 2019.

4. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

The change in conditions does not affect the approved proposal from 2019.

5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;

No, the proposal is not consistent with the intent of the 2040 Comprehensive Plan due to its diminished architectural standards compared to the plan approved in 2019.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;

Yes, the diminished architectural quality of the proposed car wash would undermine prior precedent set by City Council's 2019 approval and through various long-range plans for the area.

CASE NO: CIC2023-00011

PLANNING AND DEVELOPMENT DEPARTMENT P&D RECOMMENDED CONDITIONS – 10202023

NOTE: <u>The following conditions are provided as a guide should the City Council choose to approve the petition of this request.</u>

Approval of Change-in-Conditions as BG (General Business District) for an Accessory Car Wash, subject to the following enumerated conditions:

- 1. The car wash may only be used to serve business inventory as an accessory use.
- 2. The car wash shall be developed in general accordance with the submitted site plan and renderings, with changes necessary to meet conditions of zoning, requirements of the zoning ordinance and/or development regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
- 3. The car wash shall be limited to a maximum of 1,500 square feet.
- 4. The Special Use Permit will be an accessory to the primary use of the property and will end should the existing primary use cease or change to another use.
- 5. Prior to the issuance of a Certificate of Occupancy the development of the subject property shall be in compliance with all applicable County and State regulations.



CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Enterprise Leasign Company of Georgia, LLC	NAME: MEA Family Investments LP
ADDRESS: 4151 Ashford Dunwoody Rd Ste 300	ADDRESS: 4398 Lochsa Lane
CITY: Brookhaven	CITY: Suwanee
STATE:GAZIP: _30319	STATE: GA ZIP: 30024
CONTACT PERSON: Tim Teague	PHONE: 706-968-8017
* If multiple property owners, each owner must file an ap Multiple projects with one owner, must file separate ap	
PRESENT ZONING DISTRICT(S): N/A REQUE	STED ZONING DISTRICT: N/A
PARCEL NUMBER(S):	ACREAGE: <u>.49</u>
ADDRESS OF PROPERTY:176 Scenic Hwy N Lawren	nceville, GA
9/27/23 SIGNATURE OF APPLICANT DATE	SIGNATURE OF OWNER DATE
Tim Teague TYPED OR PRINTED NAME TYPED OR PRINTED NAME	Tim Teague - Owner Agent TYPED OR PRINTED NAME
AVUIL MENEU 9-28-28 SMOTARY & PUBLIC DATE PUBLIC	WOTARY PUBLIC DATE
0008/24/201	

70 S Clayton St • PO Box 22001 Wawrenceville, Georgia 30046-2200 770.963.2414 • www.lawrencevillega.org



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Attach additional sheets if necessary to disclose or describe all contributions/gifts.



VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR CHANGE IN CONDITIONS

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION THE SPECIAL USE PERMIT REQU		E COMPLETED FOR	EACH TAX PARCEL INC	LUDED IN
PARCEL I.D. NUMBER:	5th	₋ 147	₋ R5147 152	
(Map Reference Number)	District	Land Lot	Parcel	
E - 1			9/27/23	
Signature of Applicant			Date	
Tim Teague Constructi	on and Project I	Manager		
Type or Print Name and Title				
PLEASE TAKE THIS FORM TO ADMINISTRATION CENTER, 75 L	ANGLEY DRIVE, FO		L BELOW.	TICE AND
(PAYMENT OF ALL PROPERTY TA VERIFIED AS PAID CURRENT AN	AXES BILLED TO DA	TE FOR THE ABOV	E REFERENCED PARCEL	HAVE BEEN
NAME		===	TITLE	
DATE				

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200 770.963.2414 • www.lawrencevillega.org

October 4th, 2023

City of Lawrenceville

ATTN: Planning Department

70 S Clayton St.

Lawrenceville, GA 30046

Re: Letter of Intent to Change in Condition Application

176 Scenic Hwy. Lawrenceville, GA 30046

Planning Department Staff:

This applicant is seeking a Change in Condition to remodel and improve an existing car was structures condition at 176 Scenic Hwy. Lawrenceville, GA 30046. The property is currently zoned in General Business District and the intended use is staying the same as existing.

Enterprise Rent-A-Car has been operating here since 2001, which is when the original car wash along with the back side of the building was constructed. Since that time, somewhere around 2005, an ordinance was adopted by the City of Lawrenceville that required a business who operated car washes as a conditional use to have a Special Use Permit. Enterprise applied and was granted one in 2018 with conditions of construction of an automatic car wash that would be installed inside the remodeled building envelope. During an analysis of the cost for such a project it was determined the burden on the local operators financially was too great.

Since then, the existing car wash structure has continued to deteriorate to the point of being a safety and environmental issue. We submitted plans to Gwinnett County and the City of Lawrenceville for review and approval to bring the existing car wash structure back up to safe standards and more current design. The location remains in the same space behind the building hidden from view on Scenic Hwy. We proceeded with the project after receiving stamped and approved permits. At almost full completion a stop work order was placed on the project.

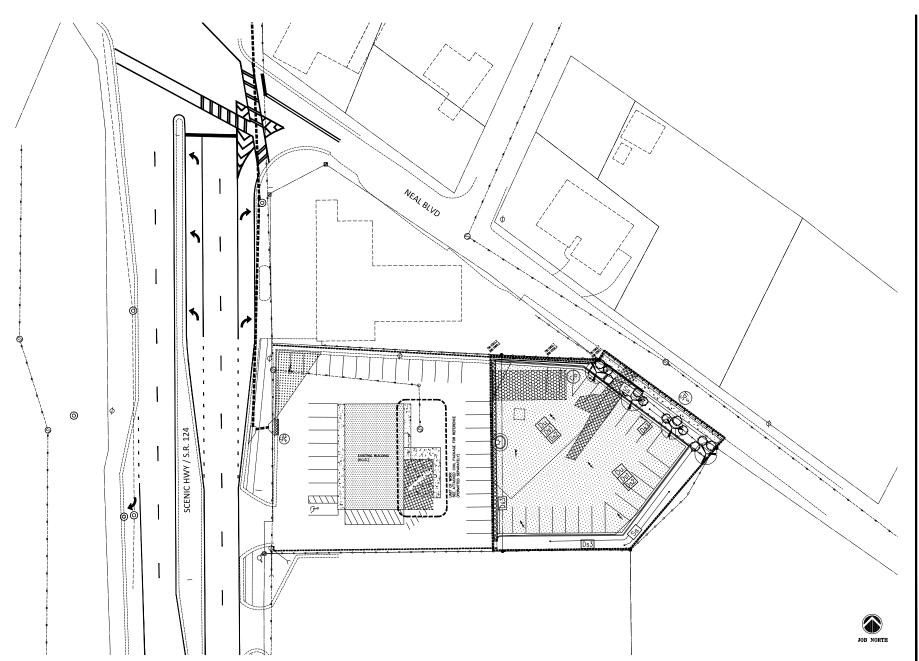
Our intent is to apply for a Change in Condition from the Special Use Permit to allow us to operate the recently repaired car wash facility and repaired parking lot. We appreciate your consideration of this Change in Condition. Enterprise looks forward to better being able to safely serve the Lawrenceville community.

Sincerely,

Tim Teague Z

Enterprise Leasing Company of Georgia, LLC

Property Development & Facilities





Pate Design Group, Inc. Architecture / Interiors

4168 Abbotts Bridge Road Duluth, Georgia 30097

(p) 770-814-0885 (f) 770-814-0886

kirby@patedesigngroup.com

ENTERPRISE WASH BAY CANOPY 176 SCENIC HIGHWAY N. LAWRENCEVILLE, GA 30260 GWINNETT COUNTY LAWRENCEVILLE

ENTERPRISE

No.	Date	Description
_	-	
	-	
_	_	_
	_	_

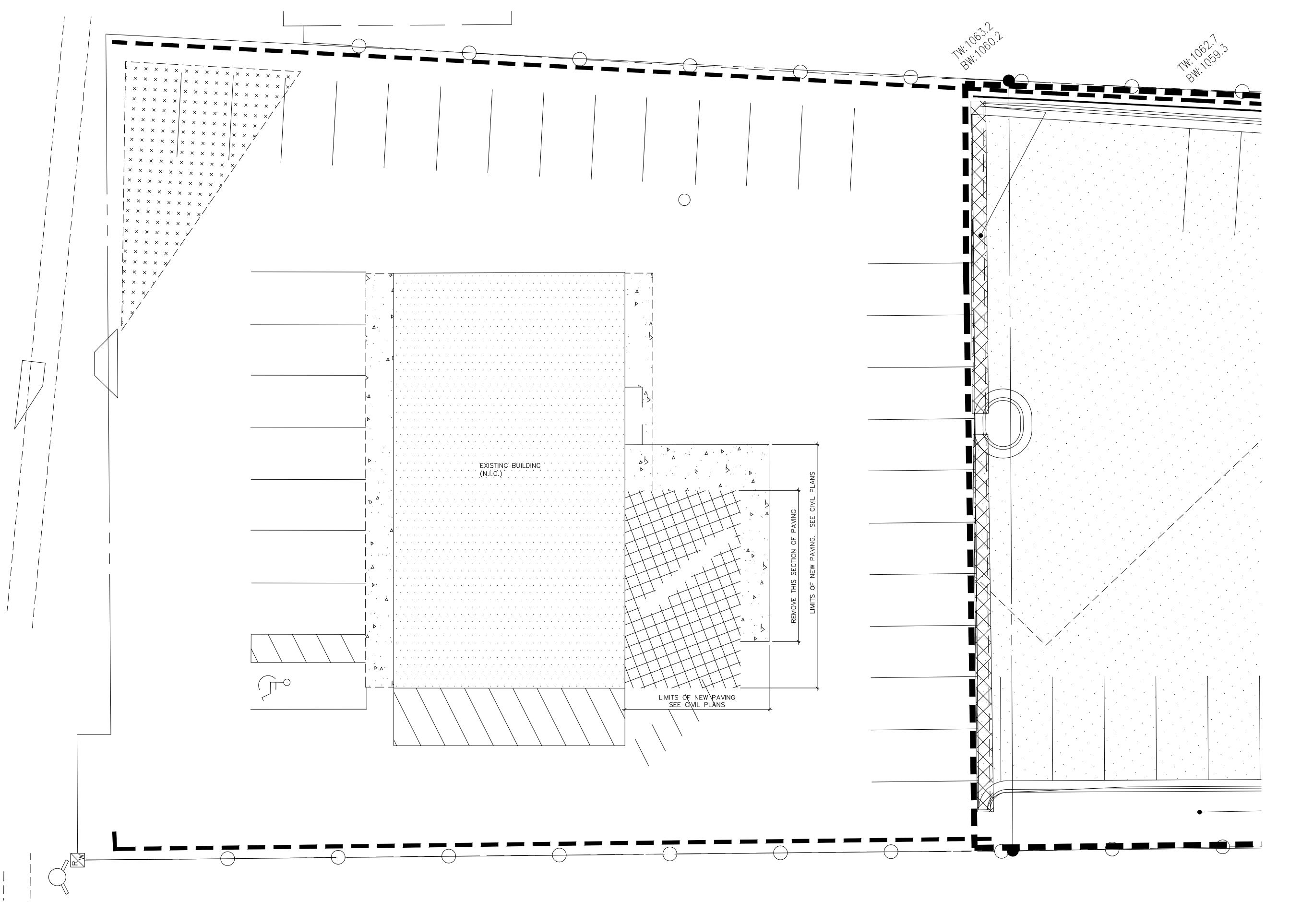
ARCHITECTURAL SITE PLAN

CONSTRUCTION

Drawn TLS Checked

AS.1

Page 160



 $1 \, \, \frac{DEMO\,PLAN}{\text{SCALE: } 1/8"=1'-0"}$



Pate Design Group, Inc.

Architecture / Interiors

4168 Abbotts Bridge Road Duluth, Georgia 30097

> (p) 770-814-0885 (f) 770-814-0886

kirby@patedesigngroup.com

PRISE CEVILLE

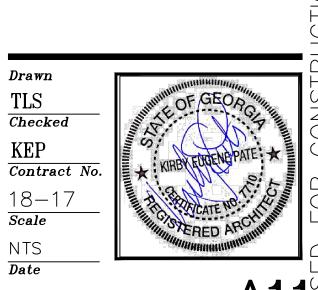
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ENTERPRISE WASH BAY CA
176 SCENIC HIGHWAY N
LAWRENCEVILLE, GA 302

Revisions:

No.	Date	Description

DEMOLITION PLAN

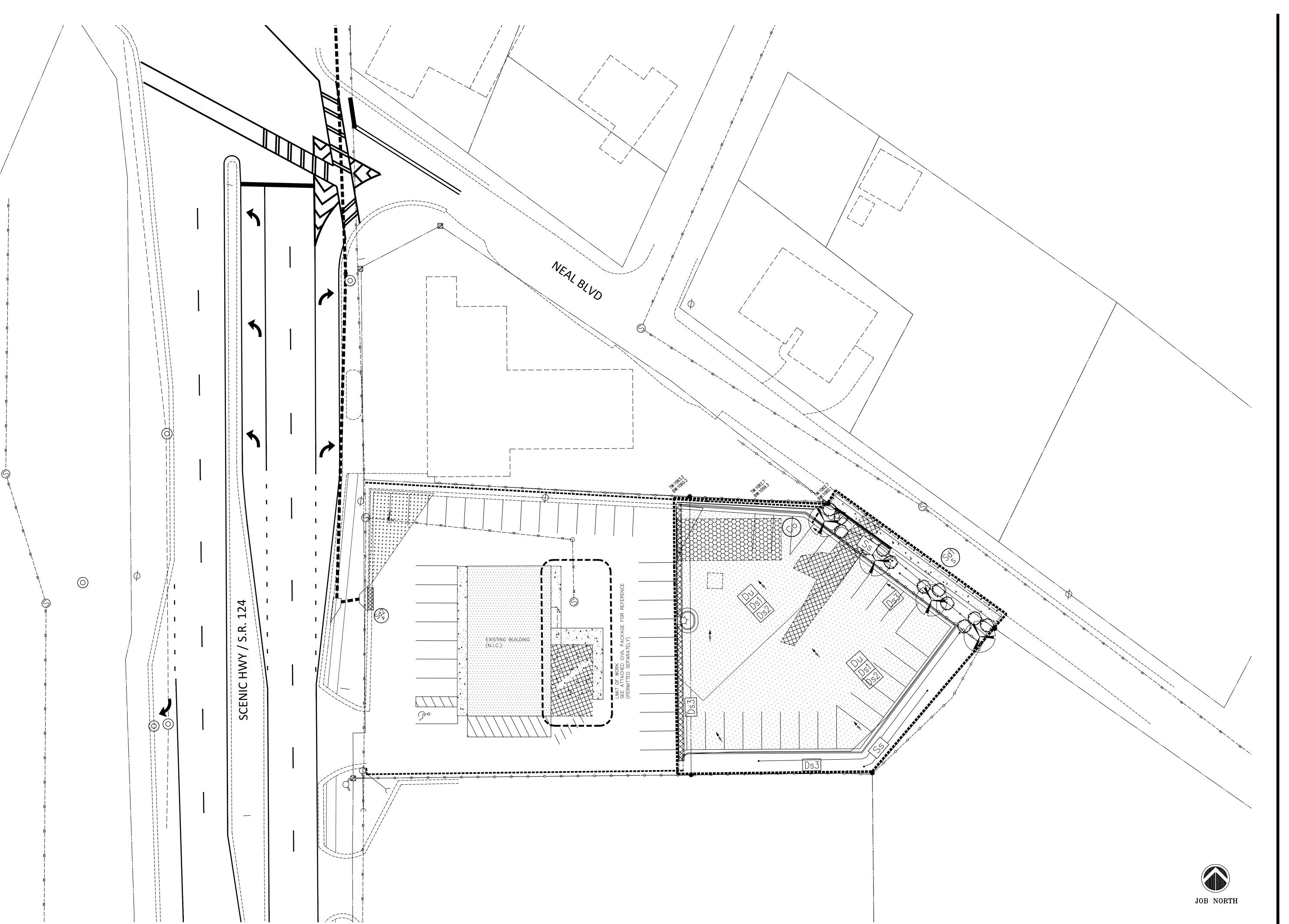


10.26.18

Last Rev.

11.12.18

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Pate Design Group, Inc.

Architecture / Interiors

4168 Abbotts Bridge Road Duluth, Georgia 30097

(p) 770-814-0885 (f) 770-814-0886

kirby@patedesigngroup.com

ENTERPRISE

Revisions:

Description

ARCHITECTURAL SITE PLAN

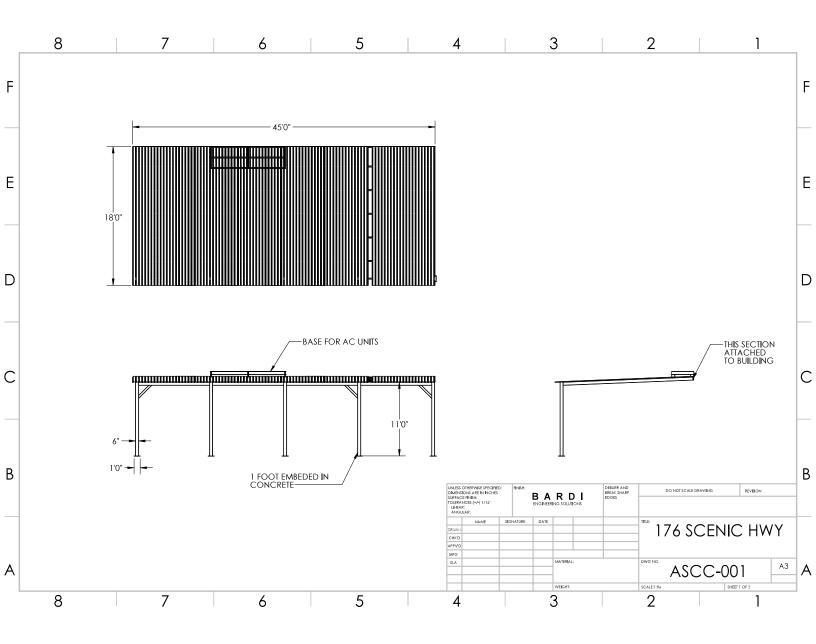
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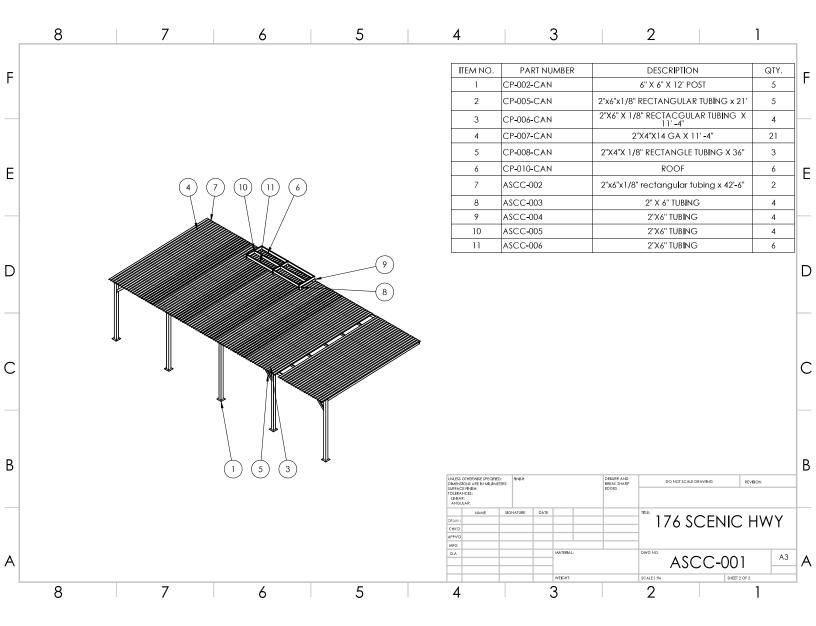
10.26.18 *Last Rev.*

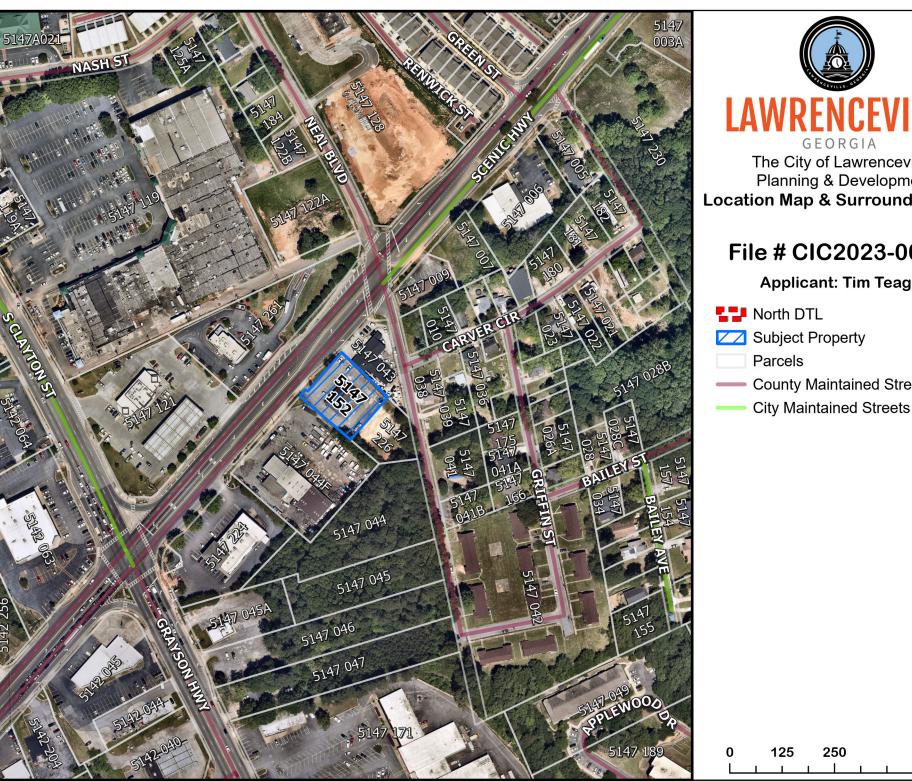
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Page 162











The City of Lawrenceville Planning & Development **Location Map & Surrounding Areas**

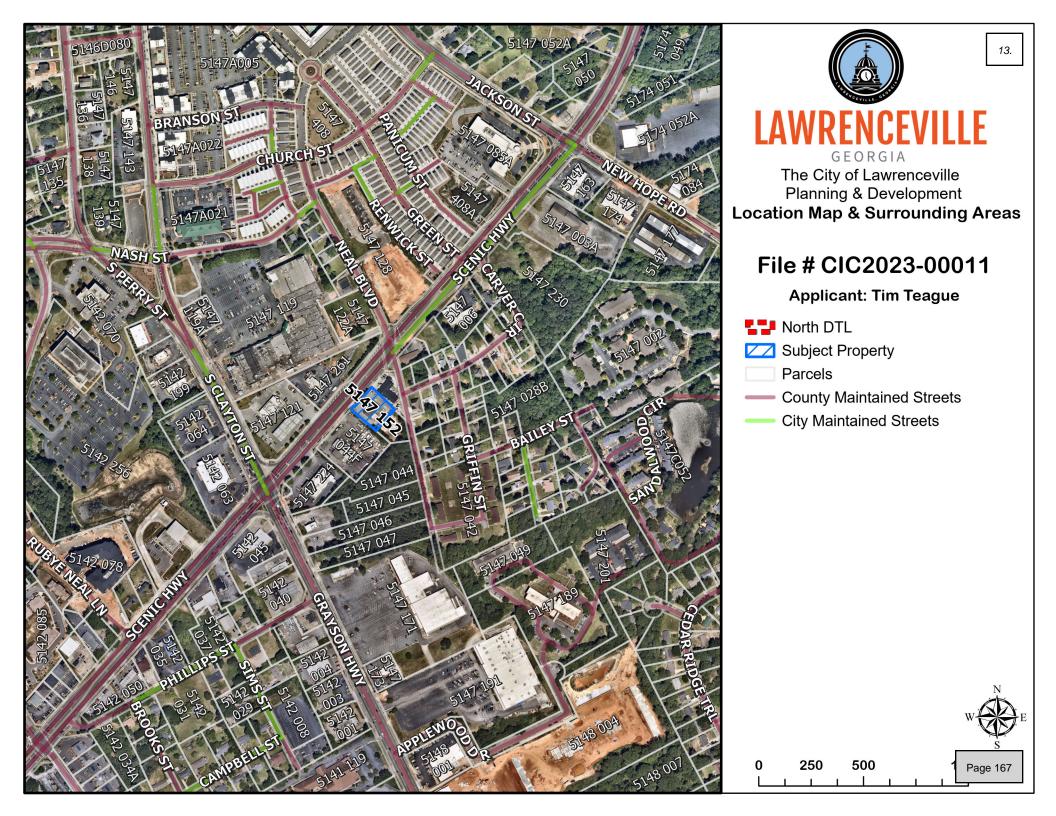
File # CIC2023-00011

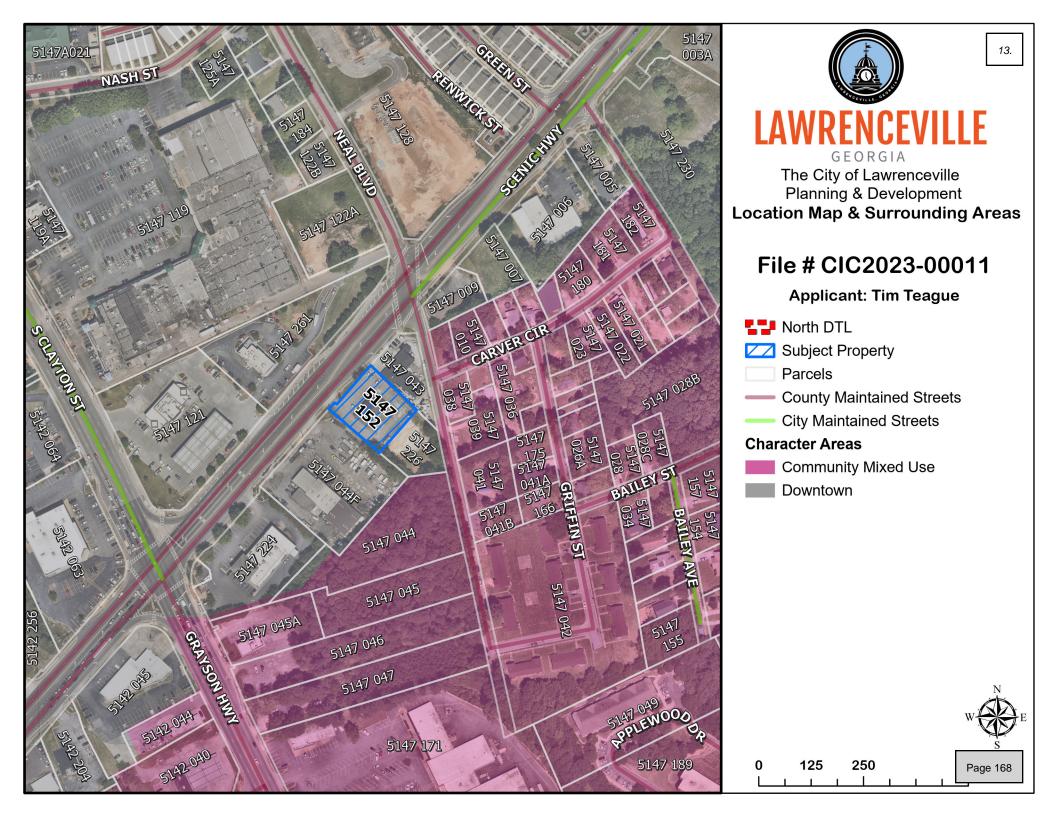
Applicant: Tim Teague

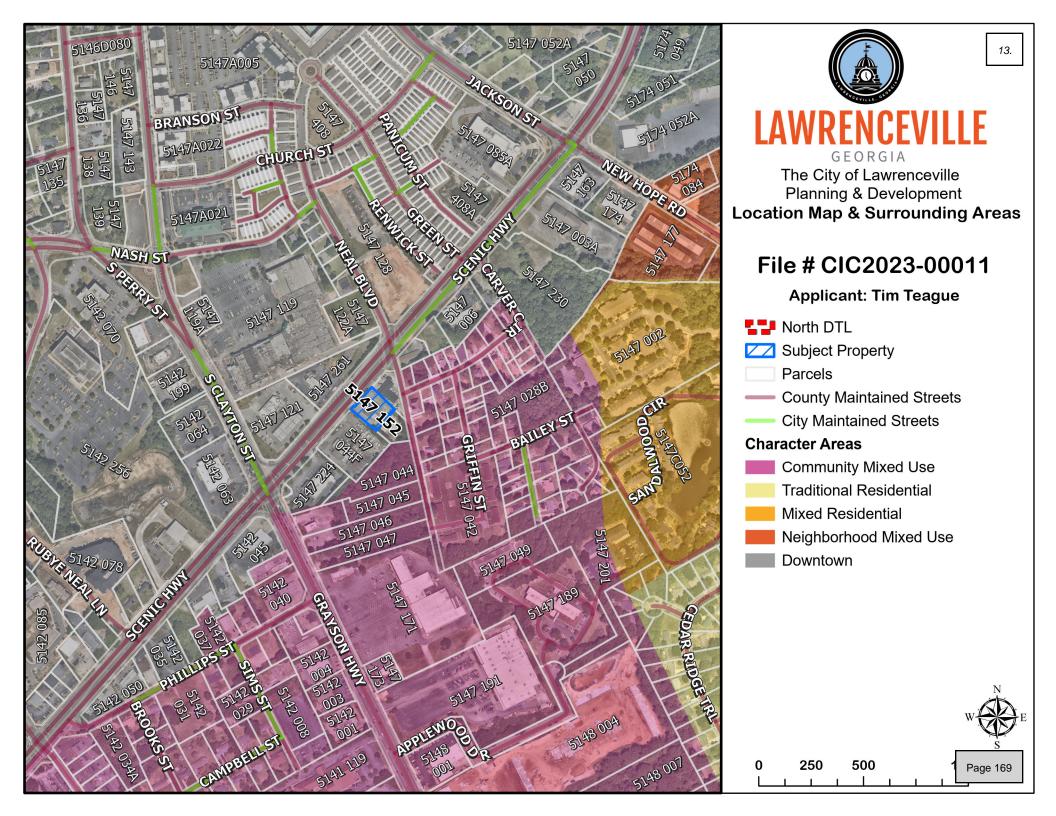
County Maintained Streets

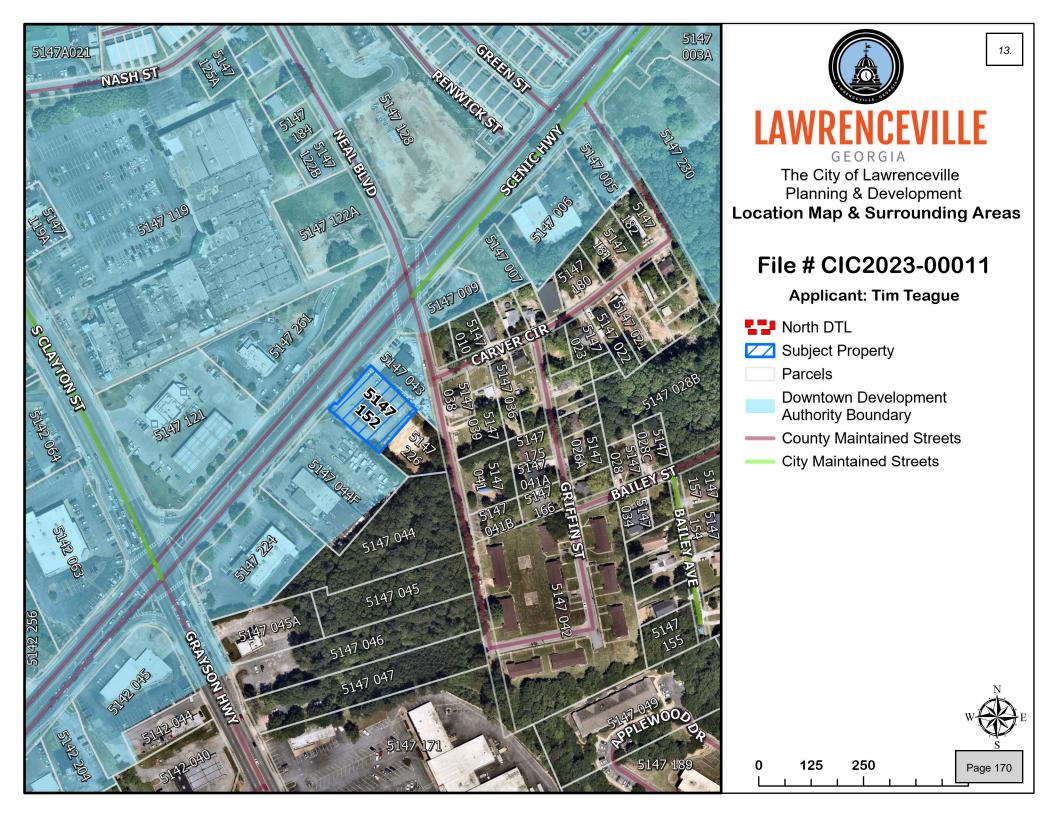


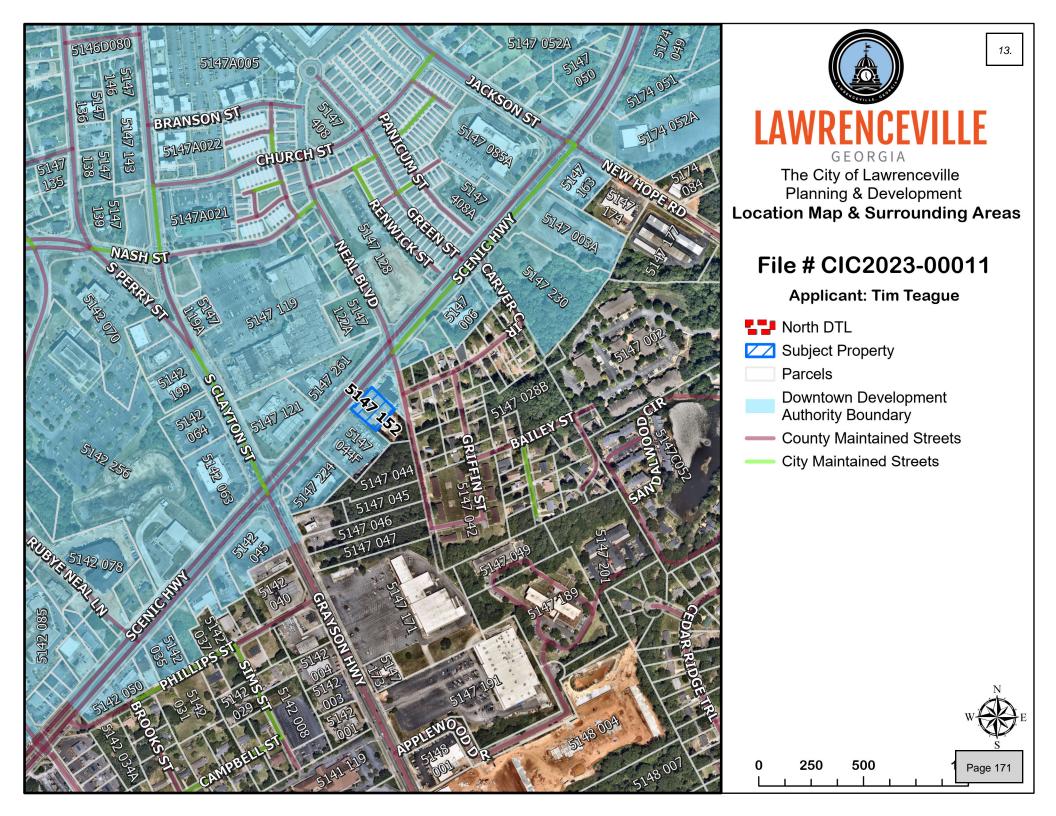
Page 166

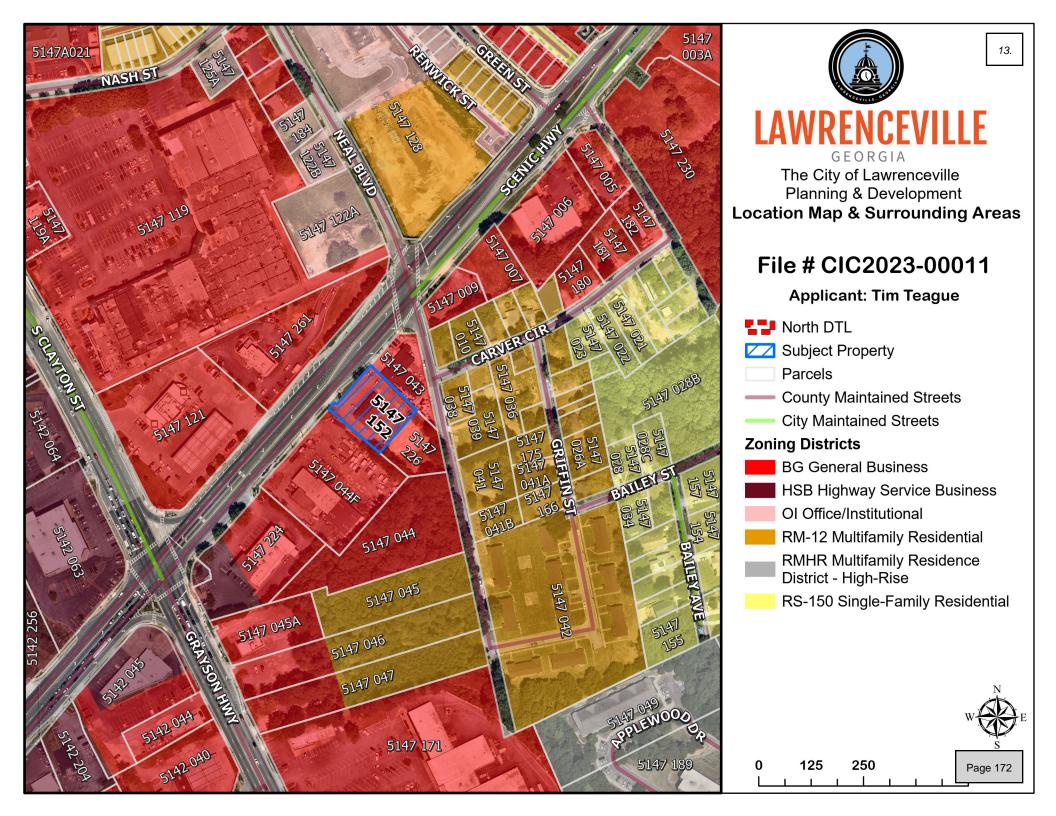


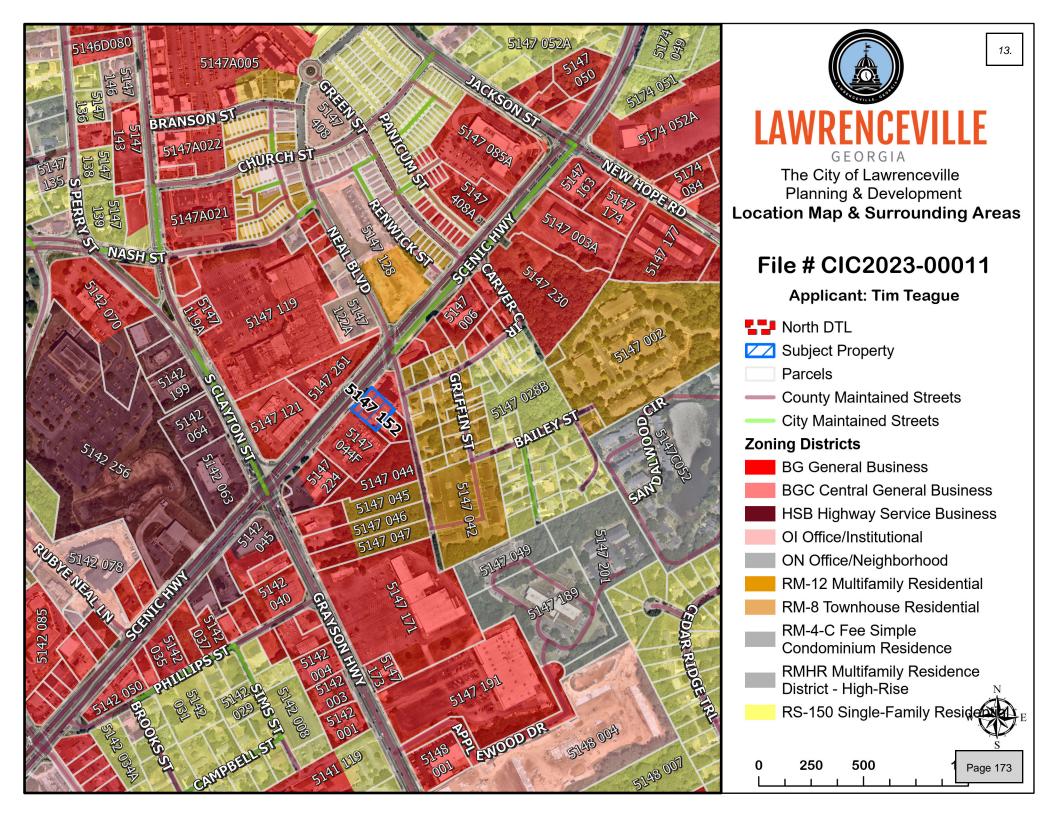














Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and New City Crock ATUNIA Thereinafter the Landowner).

Whereas the Landowner is the owner of the property known as ______, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R _5146BOBO (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a cityinitiated rezoning of the Subject Property from its current zoning classification of BGX to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGX and

Whereas the parties acknowledge that the Subject Property has been zoned BGK for at least eighteen years, but has been used for residential purposes as a legal non-confirming use for that entire period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGX until at least January 1, 2025.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject 70 S Clayton St PO Box 2200 Lawrenceville, Georgia 30046-2200 770.963.2414 www.lawrencevillega.org



Property on or before December 31, 2024, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for single family residential zoning on or before December 31, 2024, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.

- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

Chuck Warbington, City Manager

Date: _____11 | 14 | 23

Landowner

Date: 11/14/23



Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and L Terra Holdings, LLC (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 386 Chestnut Street , Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146B083 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGe to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGE; and

Whereas the parties acknowledge that the Subject Property has been zoned BGE for at least eighteen years, but has been used for residential purposes as a legal non-confirming use for that entire period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation:

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGe until at least January 1, 2025: 2026.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject 70 S Clayton St PO Box 2200 Lawrenceville, Georgia 30046-2200 770.963.2414 www.lawrencevillega.org



Property on or before December 31, 2024, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for single family residential zoning on or before December 31, 2024, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.

- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By:

Chuck Warbington, City Manage

Date: 11/15/23

Landowner Member of L Terra Holdings, LLC

ate: In Nash.



Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and L Terra Holdings, LLC (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 292 Chestnut Street , Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146B086 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGE to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGE: and

Whereas the parties acknowledge that the Subject Property has been zoned BG for at least eighteen years, but has been used for residential purposes as a legal non-confirming use for that entire period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGe until at least January 1, 2025. 2026.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject 70 S Clayton St PO Box 2200 Lawrenceville, Georgia 30046-2200 770.963.2414 www.lawrencevillega.org



Property on or before December 31, 2024, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for single family-residential zoning on or before December 31, 2024, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.

- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

Date:

Landowner Member of L Terra Holdings, LLC Jim Nash Man 11-15-23

Date:

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Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and North Clayton Ventures, LLC (Duncan Corley) (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 288 N. Clayton Street, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R5146B049 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGC to a new zoning classification of RS60; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGC; and

Whereas the parties acknowledge that the Subject Property has been zoned BGC for at least eighteen years; and

Whereas the Subject Property is currently vacant, and the most recent tenants/uses at the property were office or commercial, and not residential tenants/uses; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGC until at least January 1, 2025.

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- 2) The Landowner agrees not to re-commence residential uses at the Subject Property without filing a rezoning application or otherwise pursuing permission from the City to do so.
- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

B_V

Chuck Warbington, City Manager

Date:

Landowner

North Clayton Ventures, LLC

By: Duncan Corley

Its: Manager

Date: 11//5

4862-7606-0816, v. 1



Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and North Clayton Ventures, LLC (Duncan Corley) (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 248 N. Clayton Street, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146B051 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGC to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGC; and

Whereas the parties acknowledge that the Subject Property has been zoned BGC for at least eighteen years, but has been used for residential purposes as a legal non-confirming during that period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the Landowner is making efforts to redevelop the Subject Property as a non-residential use but needs more time to transition the Subject Property to a non-residential use; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

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- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGC until at least January 1, 2026.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject Property on or before December 31, 2025, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for single family residential zoning on or before December 31, 2025, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.
- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By: Chuck Warbington, City Manager



Landowner

North Clayton Ventures, LLC

By: Duncan Corley

Its: Manager

4862-1296-1937, v. 1



AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 15, 2023 AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Settlement Agreements related to RZR2023-00020

Department: City Manager

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: TBD

Presented By: Lee Thompson, City Attorney

Action Requested: Approve the settlement agreements for 5 properties that have asked to

be removed from RZR2023-00020. The 5 properties are: 5146B080 (New City Church); 5146B083 (L Terra Holdings - Jim Nash); 5146B086 (L Terra Holdings - Jim Nash); 5146B049 (North Clayton Ventures - Duncan

Corley); 5146B051 (North Clayton Ventures – Duncan Corley).

Summary: The settlement agreement for 5 properties that have asked to be removed from RZR2023-00020

- 1. 5146B080 (New City Church)
- 2. 5146B083 (L Terra Holdings Jim Nash)
- 3. 5146B086 (L Terra Holdings Jim Nash)
- 4. 5146B049 (North Clayton Ventures Duncan Corley)
- 5. 5146B051 (North Clayton Ventures Duncan Corley)

Attachments/Exhibits:

Settlement Agreements



AGENDA REPORT

MEETING: REGULAR COUNCIL MEETING, NOVEMBER 15, 2023 AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Acquisition of GDOT Surplus Property 161900 – Parcel A (SE Corner of

Buford Drive and East Pike Street Intersection)

Department: City Administration

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$102,000 (Capital Project 15-011 – GDOT Surplus Properties)

Presented By: Chuck Warbington, City Manager

Action Requested: Approval of the Bid to acquire GDOT Surplus Property 161900 – Parcel A

located at the SE corner of Buford Drive and East Pike Street intersection (0.25 +/- acres) for \$102,000 and authorize the City Manager to sign any

documents to acquire this surplus property from GDOT.

Summary: This acquisition continues the assemblage of GDOT surplus property in the City limits.



SURPLUS PROPERTY BID PACKAGE

PM File # 4110 , Gwinnett

County

P. I. Number: 161900-, Parcel A

BID DUE DATE: November 15, 2023
BID OPENING DATE: November 20, 2023

INSTRUCTIONS TO ALL BIDDERS FOR ALL PARCELS

These Instructions to Bidders, together with the enclosed forms of the Purchase Bid Proposal, set forth the provisions, covenants, terms and conditions of the purchase of the real property, including any improvements that may remain thereon, more particularly identified hereafter. Said Purchase Bid Proposal attached thereto are incorporated in and by reference made a part of these Instructions to Bidders. This entire "bid package" consists of the Instructions to Bidders and the complete forms of the Purchase Bid Proposals.

This bid process is in compliance with O.C.G.A. § 32-7-4(b)(1) (2018). For more information regarding acceptable bids refer to the Official Code of Georgia Annotated (O.C.G.A.)

PREPARATION OF BIDS

The real property which is advertised for bidding consists of separate parcels of land, including any improvements that may still remain thereon and more particularly described in the Purchase Bid Proposal form for each parcel.

Each Purchase Bid Proposal form identifies the respective parcel to which it pertains. A bidding party must bid on any one of the parcels using the appropriate Purchase Bid Proposal form enclosed herein. No bid will be considered unless it is on the appropriate Purchase Bid Proposal form. If more than one parcel is desired to be bid upon by any party, they must be bid <u>separately</u> on the appropriate Purchase Bid Proposal form.

Each Purchase Bid Proposal must have legibly printed the full address, telephone number (including area code) and other requested information concerning the Bidder and must be made only on the appropriate attached Purchase Bid Proposal form. However, and not withstanding the foregoing, if a bidder requires additional execution space, such space may be provided and utilized by the Bidder and attached to, incorporated in and by reference made a part of this bid.

In order for a bidder to submit a responsive bid to the Invitation for Bids on any parcel, the Bidder must fully execute (including witness and notary) the appropriate Purchase Bid Proposal form for that parcel and fill in the blanks provided therein. A qualifying Bid Package must be received no later than 5:00 PM on the BID DUE DATE.

Except as instructed above, any bids submitted that are incomplete, or additions, deletions, changes, substitutions or explanations not called for, shall not be made by any Bidder to the whole or any part of the enclosed Purchase Bid Proposal form attached thereto, and if made, such a bid may be disregarded and deemed as not being responsive to the Invitation for Bids by the Georgia Department of Transportation.

SUBMISSIONS OF BIDS

To bid for the purchase of a parcel or assemblage of parcels, a "bid email" containing a complete Purchase Bid Proposal must be submitted by email to ROWSurplus@dot.ga.gov. The subject line of the email must clearly state PROPERTY BID ATTACHED along with the PM number and County of the property and the bid opening date. The message of the email should have:

SURPLUS PROPERTY BID ATTACHED

County: Gwinnett
PM #: 4110
BID OPENING DATE: 11/20/2023

The bid must be attached as a file to the email and will be opened on the Bid Opening Date. Please be advised that during the present state of emergency we will not accept hand delivered or mailed bids

It is the bidder's responsibility to ensure that the bid package is received in the Property Section prior to the Bid Opening.

Each bid for the purchase of a parcel or assemblage of parcels is subject to receipt of a deposit as a percentage of the bid amount due upon notification of the successful bid. The deposit of the successful bidder for the purchase of any parcel shall be retained by the Georgia Department of Transportation until the sale is consummated, and at that time the proceeds therefrom shall be applied as partial payment of the purchase price of that parcel. The Georgia Department of Transportation shall not pay or be responsible for the payment to a bidder any interest or other sum of money on the amount of a deposit that is received for each of the Purchase Bid Proposals of a Bidder.

OPENING OF BIDS

The bids for the purchase of each of the parcels which form the subject matter of the Invitation to Bidders will be received via email by the Georgia Department of Transportation, Office of Right of Way, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, until 5:00 PM., prevailing legal time, on the published date of the BID DUE DATE. The bids for each individual parcel will be opened on the BID OPENING DATE at 2:00 P.M.

The Department will not release any information regarding bids that have been received prior to the above time.

A Bid Opening Meeting will be held via Microsoft Teams and all bids will be opened and read aloud for the information of Bidders and other properly interested persons. Interested persons may include in the Bid Package email a request to be connected to the Bid Opening Meeting via Microsoft Teams or by phone and will be sent instructions to connect.

WITHDRAWAL OF BID

A bid may be withdrawn only upon written request received by the Georgia Department of Transportation, Office of Right of Way, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, from the Bidder prior to the time fixed for the opening and public reading of bids. Such request should be sent via email to ROWSurplus@dot.ga.gov

Negligence on the part of a Bidder in preparing his bid confers no right for the withdrawal of the bid after it has been publicly opened.

PURCHASE FUNDS

By signing the bid submission, the Bidder certifies that he or she has sufficient funds available to purchase the property for the amount of the bid. No contingencies will be accepted on the bids including those related to financing requirements. If the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

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PURCHASE BID PROPOSAL

PARCEL A

0.25

Acres on East Pike Street and SR 20/124

Gwinnett

County, Georgia

To:

ROWSurplus@dot.ga.gov

Georgia Department of Transportation Office of Right of Way One Georgia Center 600 West Peachtree Street, N.W.

Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$ 120,000.00

The Minimum Acceptable Bid is: \$ 102,000.00

-1-

The amount of purchase price bid by the undersigned is \$_____. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned agrees to pay a deposit upon receipt of the Notice of Successful Bid as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

-3-

There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

(a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

will be taken in the following exact form:								

Title to the real property and any improvement that may still remain thereon

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

- (c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.
- (d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.
- (e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.
- (f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.
- (g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.
- (h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.
- (i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.
- (j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

(b)

- (k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.
- (l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

-6-

It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the payment received in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

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-8-

It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Bidder as printed below: NAME: ADDRESS: TELEPHONE: HOME _____OFFICE ____ Signed, Sealed and Delivered this _____ day of ______, 20____ (L.S.) Signature of Bidder ACCEPTANCE BY THE DEPARTMENT DEPARTMENT OF TRANSPORTATION An agency of the State of Georgia Signed, Sealed and Delivered this _____ day (L.S.) of _____, 20___ Kevin D. York State Right of Way Administrator

LEGAL DESCRIPTION FOR GEORGIA DEPARTMENT OF TRANSPORTATION

SURPLUS PARCEL: PM 4110

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 146 OF THE 5^{TH} DISTRICT, GWINNETT COUNTY, GEORGIA.

BEGINNING AT AN IRON PIN SET AT THE NORTHEAST CORNER OF THE PARCEL ALONG THE SOUTHERN VARIABLE WIDTH RIGHT OF WAY OF EAST PIKE STREET AND BEING ALONG THE RIGHT-OF-WAY OF EAST PIKE STREET A VARIABLE WIDTH RIGHT-OF-WAY, COMMON WITH THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY EUGENE BRISCOE AS RECORDED IN DEED BOOK 12470, PAGE 99 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE, HAVING GEORGIA STATE PLANE GEORGIA WEST NAD83(2011) COORDINATES OF NORTHING=1,439,626.202 FEET, EASTING=2,351,571.488 FEET AND BEING THE POINT AND PLACE OF BEGINNING:

THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY OF EAST PIKE STREET, A VARIABLE WIDTH RIGHT-OF-WAY AND RUNNING WITH THE WESTERN PROPERTY LINE OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY EUGENE BRISCOE AS RECORDED IN DEED BOOK 12470, PAGE 99 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE, SOUTH 04 DEGREES 07 MINUTES 04 SECONDS EAST, A DISTANCE OF 143.883 FEET TO AN IRON PIN SET, BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY 21 NOVA INC AS RECORDED IN DEED BOOK 53445, PAGE 131 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE;

THENCE LEAVING SAID WESTERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY EUGENE BRISCOE AS RECORDED IN DEED BOOK 12470, PAGE 99 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE AND RUNNING WITH THE NORTHERN PROPERTY LINE OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY 21 NOVA INC AS RECORDED IN DEED BOOK 53445, PAGE 131 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE, SOUTH 86 DEGREES 03 MINUTES 51 SECONDS WEST FOR A TOTAL DISTANCE OF 84.200 FEET TO AN IRON PIN SET IN THE EASTERN RIGHT-OF-WAY OF BUFORD DRIVE:

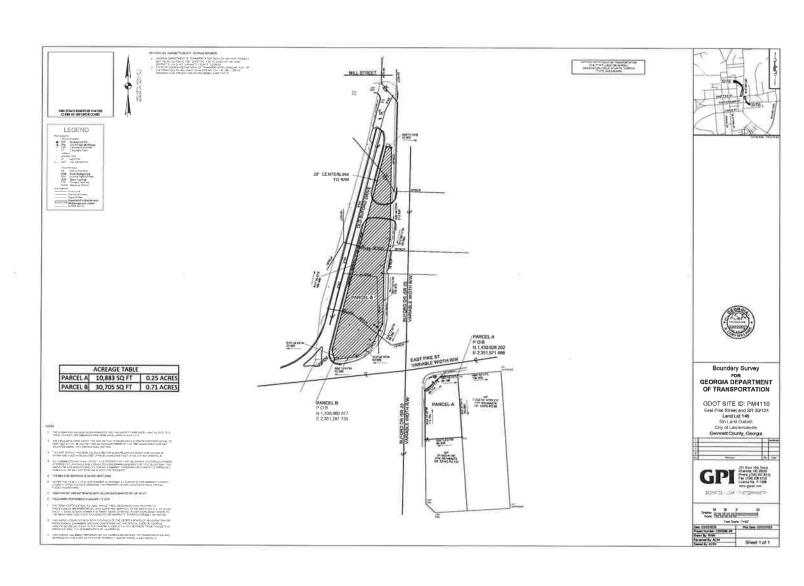
THENCE LEAVING SAID NORTHERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY 21 NOVA INC AS RECORDED IN DEED BOOK 53445, PAGE 131 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE AND RUNNING WITH THE EASTERN RIGHT-OF-WAY LINE OF BUFORD DRIVE/S.R.20, NORTH 00 DEGREES 37 MINUTES 26 SECONDS WEST, A DISTANCE OF 113.16 FEET TO AN IRON PIN SET;

THENCE FOLLOWING A MITER FORMED BY THE INTERSECTION OF WESTERN RIGHT-OF-WAY OF BUFORD DR/S.R.20 AND THE SOUTHERN RIGHT-OF-WAY OF EAST PIKE STREET, NORTH 48 DEGREES 03 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.774 FEET TO AN IRON PIN SET:

THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF EAST PIKE STREET NORTH 84 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 38.786 FEET TO THE POINT AND PLACE OF BEGINNING

CONTAINING 10,883 SQUARE FEET (0.25 ACRES) MORE OR LESS AND BEING SHOWN ON THAT CERTAIN PLAT ENTITLED "BOUNDARY SURVEY FOR: GEORGIA DEPARTMENT OF TRANSPORTATION, GDOT SITE ID: PM4110, EAST PIKE STREET AND SR 20/124, LAND LOT 146, 5TH LAND DISTRICT, LAWRENCEVILLE,

GWINNETT COUNTY, GEORGIA, DATED FEBRUARY 22, 2023, PERFORMED BY GPI GEOSPATIAL, INC., UNDER THE SUPERVISION OF A. CORY WILLIAMS, PLS NO. 3474.





AGENDA REPORT MEETING: REGULAR COUNCIL MEETING, NOVEMBER 15, 2023 AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Acquisition of GDOT Surplus Property 161900 – Parcel B (NW Corner of

Buford Drive and East Pike Street Intersection)

Department: City Administration

Date of Meeting: Wednesday, November 15, 2023

Fiscal Impact: \$157,250.00 (Capital Project 15-011 – GDOT Surplus Properties)

Presented By: Chuck Warbington, City Manager

Action Requested: Approval of the Bid to acquire GDOT Surplus Property 161900 – Parcel B

located at the NW corner of Buford Drive and East Pike Street intersection (0.71 +/- acres) for \$157,250.00 and authorize the City Manager to sign

any documents to acquire this surplus property from GDOT.

Summary: This acquisition continues the assemblage of GDOT surplus property in the City limits.

Page 1 of 1



SURPLUS PROPERTY BID PACKAGE

PM File # 4110 , Gwinnett County
P. I. Number: 161900- , Parcel B

BID DUE DATE: November 15, 2023
BID OPENING DATE: November 20, 2023

INSTRUCTIONS TO ALL BIDDERS FOR ALL PARCELS

These Instructions to Bidders, together with the enclosed forms of the Purchase Bid Proposal, set forth the provisions, covenants, terms and conditions of the purchase of the real property, including any improvements that may remain thereon, more particularly identified hereafter. Said Purchase Bid Proposal attached thereto are incorporated in and by reference made a part of these Instructions to Bidders. This entire "bid package" consists of the Instructions to Bidders and the complete forms of the Purchase Bid Proposals.

This bid process is in compliance with O.C.G.A. § 32-7-4(b)(1) (2018). For more information regarding acceptable bids refer to the Official Code of Georgia Annotated (O.C.G.A.)

PREPARATION OF BIDS

The real property which is advertised for bidding consists of separate parcels of land, including any improvements that may still remain thereon and more particularly described in the Purchase Bid Proposal form for each parcel.

Each Purchase Bid Proposal form identifies the respective parcel to which it pertains. A bidding party must bid on any one of the parcels using the appropriate Purchase Bid Proposal form enclosed herein. No bid will be considered unless it is on the appropriate Purchase Bid Proposal form. If more than one parcel is desired to be bid upon by any party, they must be bid <u>separately</u> on the appropriate Purchase Bid Proposal form.

Each Purchase Bid Proposal must have legibly printed the full address, telephone number (including area code) and other requested information concerning the Bidder and must be made only on the appropriate attached Purchase Bid Proposal form. However, and not withstanding the foregoing, if a bidder requires additional execution space, such space may be provided and utilized by the Bidder and attached to, incorporated in and by reference made a part of this bid.

In order for a bidder to submit a responsive bid to the Invitation for Bids on any parcel, the Bidder must fully execute (including witness and notary) the appropriate Purchase Bid Proposal form for that parcel and fill in the blanks provided therein. A qualifying Bid Package must be received no later than 5:00 PM on the BID DUE DATE.

Except as instructed above, any bids submitted that are incomplete, or additions, deletions, changes, substitutions or explanations not called for, shall not be made by any Bidder to the whole or any part of the enclosed Purchase Bid Proposal form attached thereto, and if made, such a bid may be disregarded and deemed as not being responsive to the Invitation for Bids by the Georgia Department of Transportation.

SUBMISSIONS OF BIDS

To bid for the purchase of a parcel or assemblage of parcels, a "bid email" containing a complete Purchase Bid Proposal must be submitted by email to ROWSurplus@dot.ga.gov. The subject line of the email must clearly state PROPERTY BID ATTACHED along with the PM number and County of the property and the bid opening date. The message of the email should have:

SURPLUS PROPERTY BID ATTACHED

County: Gwinnett
PM #: 4110
BID OPENING DATE: 11/20/2023

The bid must be attached as a file to the email and will be opened on the Bid Opening Date. Please be advised that during the present state of emergency we will not accept hand delivered or mailed bids

It is the bidder's responsibility to ensure that the bid package is received in the Property Section prior to the Bid Opening.

Each bid for the purchase of a parcel or assemblage of parcels is subject to receipt of a deposit as a percentage of the bid amount due upon notification of the successful bid. The deposit of the successful bidder for the purchase of any parcel shall be retained by the Georgia Department of Transportation until the sale is consummated, and at that time the proceeds therefrom shall be applied as partial payment of the purchase price of that parcel. The Georgia Department of Transportation shall not pay or be responsible for the payment to a bidder any interest or other sum of money on the amount of a deposit that is received for each of the Purchase Bid Proposals of a Bidder.

OPENING OF BIDS

The bids for the purchase of each of the parcels which form the subject matter of the Invitation to Bidders will be received via email by the Georgia Department of Transportation, Office of Right of Way, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, until 5:00 PM., prevailing legal time, on the published date of the BID DUE DATE. The bids for each individual parcel will be opened on the BID OPENING DATE at 2:00 P.M.

The Department will not release any information regarding bids that have been received prior to the above time.

A Bid Opening Meeting will be held via Microsoft Teams and all bids will be opened and read aloud for the information of Bidders and other properly interested persons. Interested persons may include in the Bid Package email a request to be connected to the Bid Opening Meeting via Microsoft Teams or by phone and will be sent instructions to connect.

WITHDRAWAL OF BID

A bid may be withdrawn only upon written request received by the Georgia Department of Transportation, Office of Right of Way, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, from the Bidder prior to the time fixed for the opening and public reading of bids. Such request should be sent via email to **ROWSurplus@dot.ga.gov**

Negligence on the part of a Bidder in preparing his bid confers no right for the withdrawal of the bid after it has been publicly opened.

PURCHASE FUNDS

By signing the bid submission, the Bidder certifies that he or she has sufficient funds available to purchase the property for the amount of the bid. No contingencies will be accepted on the bids including those related to financing requirements. If the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

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PURCHASE BID PROPOSAL

PARCEL B , 0.71 Acres on East Pike Street and SR 20/124

Gwinnett County, Georgia

To: ROWSurplus@dot.ga.gov

Georgia Department of Transportation Office of Right of Way One Georgia Center 600 West Peachtree Street, N.W. Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$ 185,000.00

The Minimum Acceptable Bid is: \$ 157,250.00

-1-

The amount of purchase price bid by the undersigned is \$_____. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned agrees to pay a deposit upon receipt of the Notice of Successful Bid as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

(a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

(b) will be	Title to the real property and any improvement that may still remain thereone taken in the following exact form:
8	

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

- It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.
- It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.
- (e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.
- (f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.
- It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.
- (h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.
- It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.
- The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

- (k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.
- (l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

-6-

It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the payment received in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

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-8-It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Bidder as printed below: NAME: ADDRESS: TELEPHONE: HOME _____OFFICE ____ Signed, Sealed and Delivered this _____ day of______, 20____ (L.S.)Signature of Bidder ACCEPTANCE BY THE DEPARTMENT DEPARTMENT OF TRANSPORTATION An agency of the State of Georgia (L.S.)

Signed, Sealed and Delivered this _____ day of_____, 20____

Kevin D. York State Right of Way Administrator

LEGAL DESCRIPTION FOR GEORGIA DEPARTMENT OF TRANSPORTATION

SURPLUS PARCEL: PM 4110

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 146 OF THE 5^{TH} DISTRICT, GWINNETT COUNTY, GEORGIA.

BEGINNING AT AN IRON PIN SET AT THE SOUTHEASTERN CORNER OF THE MITER FORMED BY THE INTERSECTION OF NORTHERN VARIABLE WIDTH RIGHT-OF-WAY OF EAST PIKE STREET AND THE EASTERN RIGHT-OF-WAY OF OLD BUFORD DRIVE AND BEING ALONG THE RIGHT-OF-WAY OF EAST PIKE STREET, HAVING GEORGIA STATE PLANE GEORGIA WEST NAD83(2011) COORDINATES OF NORTHING=1,439,660.877 FEET, EASTING=2,351,287.730 FEET AND BEING THE POINT AND PLACE OF BEGINNING;

THENCE FOLLOWING THE MITER FORMED BY THE INTERSECTION OF NORTHERN VARIABLE WIDTH RIGHT-OF-WAY OF EAST PIKE STREET AND THE EASTERN RIGHT-OF-WAY OF OLD BUFORD DRIVE, NORTH 14 DEGREES 24 MINUTES 49 SECONDS WEST, A DISTANCE OF 22.897 FEET TO AN IRON PIN SET;

THENCE ALONG SAID EASTERN RIGHT-OF-WAY OF OLD BUFORD DRIVE, WITH A NEW PROPERTY LINE NORTH 14 DEGREES 46 MINUTES 42 SECONDS EAST, A DISTANCE OF 486.886 FEET TO AN IRON PIN SET;

THENCE LEAVING SAID EASTERN RIGHT-OF-WAY OF OLD BUFORD DRIVE, WITH A NEW PROPERTY LINE SOUTH 80 DEGREES 11 MINUTES 16 SECONDS EAST, A DISTANCE OF 12.303 FEET TO AN IRON PIN SET;

THENCE ALONG THE WESTERN VARIABLE WIDTH RIGHT-OF-WAY OF BUFORD DR/S.R.20 RUNNING WITH SAID RIGHT-OF-WAY SOUTH 00 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 213.029 FEET TO AN IRON PIN SET;

THENCE ALONG THE WESTERN VARIABLE WIDTH RIGHT-OF-WAY OF BUFORD DR/S.R.20 RUNNING WITH SAID RIGHT-OF-WAY SOUTH 12 DEGREES 04 MINUTES 11 SECONDS WEST, A DISTANCE OF 65.083 FEET TO AN IRON PIN SET;

THENCE ALONG THE WESTERN VARIABLE WIDTH RIGHT-OF-WAY OF BUFORD DR/S.R.20 RUNNING WITH SAID RIGHT-OF-WAY SOUTH 01 DEGREES 12 MINUTES 15 SECONDS WEST, A DISTANCE OF 130.975 FEET TO AN IRON PIN SET;

THENCE ALONG THE WESTERN VARIABLE WIDTH RIGHT-OF-WAY OF BUFORD DR/S.R.20 RUNNING WITH SAID RIGHT-OF-WAY SOUTH 26 DEGREES 17 MINUTES 22 SECONDS WEST, A DISTANCE OF 56.709 FEET TO AN IRON PIN SET;

THENCE ALONG THE WESTERN VARIABLE WIDTH RIGHT-OF-WAY OF BUFORD DR/S.R.20 RUNNING WITH SAID RIGHT-OF-WAY SOUTH 53 DEGREES 50 MINUTES 26 SECONDS WEST, A DISTANCE OF 42.926 FEET TO AN IRON PIN SET;

THENCE ALONG THE NORTHERN VARIABLE WIDTH RIGHT-OF-WAY OF EAST PIKE STREET RUNNING WITH SAID RIGHT-OF-WAY SOUTH 82 DEGREES 10 MINUTES 41 SECONDS WEST, A DISTANCE OF 52.090 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 30,705 SQUARE FEET (0.71 ACRES) MORE OR LESS AND BEING SHOWN ON THAT CERTAIN PLAT ENTITLED "BOUNDARY SURVEY FOR: GEORGIA DEPARTMENT OF TRANSPORTATION, GDOT SITE ID:

PM4110, EAST PIKE STREET AND SR 20/124, LAND LOT 146, 5TH LAND DISTRICT, LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA, DATED FEBRUARY 22, 2023, PERFORMED BY GPI GEOSPATIAL, INC., UNDER THE SUPERVISION OF A. CORY WILLIAMS, PLS NO. 3474.

