

**Amendment No. 5 to the
Contract for Roadside Mowing Services
Executed September 16th, 2014
between
Board of Commissioners of Effingham County
and
The McGraley Company, LLC**

THIS AMENDMENT NO. 5 (the "Amendment") is entered into this ____ day of _____, 2023 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16th, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall renew for a period of three (3) years, expiring December 31, 2025.
2. Fee: The annual fee will increase by 12%, bringing the total annual agreement to \$285,427.12 (\$71,356.78 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.'s.1 through 4 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____