

**AMENDMENT # 1 TO LANDSCAPE SERVICES AGREEMENT  
BETWEEN  
CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY AND  
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This Amendment ("Amendment") is entered into as of August 7, 2025 between CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY and Brightview Landscape Services, Inc. ("Brightview").

WHEREAS, CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY and Brightview entered into a Landscape Services Agreement dated 6/27/2024, (the "Agreement").

WHEREAS, Client and BrightView desire to amend the Agreement pursuant to the terms of this Amendment.

NOW THEREFORE, for valuable consideration, including but not limited to the mutual covenants contained herein, CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY and Brightview desire to amend the Agreement as follows:

1. The Parties agree effective 7/1/2025 through 6/30/2026 the total Contract amount is the Recurring Service Fee of \$43,176.00 annually.

This Amendment does not, and shall not be construed to; modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written above.

CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY      Brightview Landscape Services, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## LANDSCAPE SERVICES AGREEMENT

**Date:** June 27, 2024

**BrightView:** BrightView Landscape Services, Inc.

**Client:** City of Forest Park Urban Redevelopment Agency

**Contract Start Date:** July 1, 2024

**Contract End Date:** June 30, 2025

**Service Fee\*:** \$43,176

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

**1. Services.**

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at

least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
- 5. Cooperation.**
- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
  - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
  - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the

effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

**6. Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in 12 equal monthly installments, beginning in the month of July (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month, and payments are due within fifteen (15) days of the invoice date.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for

the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

**7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due

under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Georgia will govern this Agreement, except with regard to its conflicts of laws

doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further,

BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: Branch Manager  
Address: 279 Pumpco Court  
Forest Park, GA 30297

**With a copy to:**

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: Economic Development Director, Marsellas Williams  
Address: 785 Forest Parkway  
Forest Park, GA 30297

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

**BRIGHTVIEW (as defined in the preamble)**


By:   
Paul McGrath (Jul 9, 2024 08:07 CDT)

Name: Paul McGrath

Title: VPGM

Date: 7/9/2024

**CLIENT**

By: 

Name: Kimberly James

Title: Chair URA

Date: 7/8/24

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/by\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/by_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Gillem Parcels and Public Safety Building	Landscape Site Location:	2090 Anvil Block Rd Forest Park, GA 30297
Client Business Name:	City of Forest Park Urban Redevelopment Agency	Client Contact Name:	Marsellas Williams
Client Contact Telephone:	(478) 333-5145	Client Contact Email:	swilliams@forestparkga.gov
Billing Business Name:	City of Forest Park Urban Redevelopment Agency c/o Gillem Parcels and Public Safety Building	Billing Contact Name:	Marsellas Williams Charise Clay
Billing Contact Telephone:	Marsellas – (478) 333-5145	Billing Contact Address:	785 Forest Parkway Forest Park, GA 30297
Billing Email:	Email invoices to Marsellas and Charise <a href="mailto:swilliams@forestparkga.gov">swilliams@forestparkga.gov</a> <a href="mailto:cclay@forestparkga.gov">cclay@forestparkga.gov</a>		
BrightView Contact Name:	Ken Carson (Acct Manager) Brett Morris (Branch Manager) Chris Dyer (Business Developer)	BrightView Contact Telephone:	(770) 870-0420 (770) 865-5112 (404) 747-8085

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within the payment terms in Section 6(a) of the Agreement.

#### **Scope of Landscape Services**

#### **Description of Services (attach diagrams if necessary):**

**Scope of Work:** Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

#### **I. Lawn Care:**

##### **A. Mowing and Edging:**

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

##### **B. Fertilization:**

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

##### **C. Disease control:**

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at

substantial additional cost.

**D. Insect control:**

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. We do, however, treat ant mounds when they appear in turf or beds and disburse the mounds after they die. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

**E. Weed control:**

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. In the case of Bermuda turf infestation/encroachment, the only way to eliminate this grass is by spraying with a non-selective herbicide such as Round-up. There is an additional charge for Bermuda removal and renovation of the turf where the Bermuda is removed. If the Bermuda is removed just prior to overseeding, we can renovate the Fescue turf by seeding, but at other times it would be necessary to apply sod.

**II. Ground Cover Area/ Shrub Areas:**

**A. Edging:**

Edge ground cover as needed to keep within bounds and away from obstacles.

**B. Pruning:**

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

**C. Weed Control:**

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use. Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

**D. Fertilization:**

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

**E. Fungicide:**

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

**F. Pesticide:**

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

**G. Control of imported pests:**



Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

### **III. Tree Care:**

#### **A. Pruning:**

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

#### **B. Staking:**

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

### **IV. Mulched Areas:**

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.

### **V. Irrigation System: N/A**

Agreement includes irrigation system start-up in spring and winterization in fall. Repairs are extra, unless damage is due to contractor operations.

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$115.00 per hour for emergency calls will apply.

### **VI. Debris Cleanup:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This includes leaf fall pickup from parking areas, sidewalks, pools, etc.

## PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT SERVICES BILLED PER OCCURRENCE

**Scope of Work:** Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

### I. Shrub Bed Area:

#### A. Mulching:

Mulched beds will be replenished with pinestraw. We typically apply pinestraw to all bed areas twice annually. At the time of the winter application, bed-lines and hard-lines will be trenched to increase definition of the beds.

### II. Annual Color:

#### A. Installation:

Install annual color beds with the specified variety, size, spacing, and frequency. Spring annuals planted at 10" on center, fall annuals planted at 8" on center. Contractor will submit annual display design to owner for approval in advance of installation. Mulch will be applied to a depth of 1/4" (usually pine bark mini-nuggets) and beds will be watered in at the time of installation.

#### B. Bed Preparation:

Bed Preparation shall include: removing and disposing of existing plant material and pine bark mulch; incorporating fertilizer, insecticide/fungicide and amendments as needed; tilling by hand and mechanical means; shaping with implements for uniform, well drained planting beds; and clean-up.

#### C. Weeding:

Control weeds by chemical means where effective, otherwise remove by hand.

#### D. Fungicide:

Apply recommended, legally-approved fungicides to control disease causing damage to annual color area.

#### E. Pesticide:

Apply recommended, legally-approved pesticides to control insects causing damage to annual color area.

#### F. Weed Control:

Pre-emerged: This type of control should be used only if a known weed problem warrants its use. The chosen chemical will be recommended and legally approved for the specific weed problem.

### Pricing Table for Optional Services Only:

Optional Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Pine straw	2 (Recommended)	\$TBD	\$
Irrigation Start-up and Shutdown		\$TBD	

Pricing for per occurrence optional items is good for 90 days from the date this Agreement is issued.



## Forest Park Urban Redevelopment Agency Gillem Parcels

Competitive Pricing That Fits Your Budget

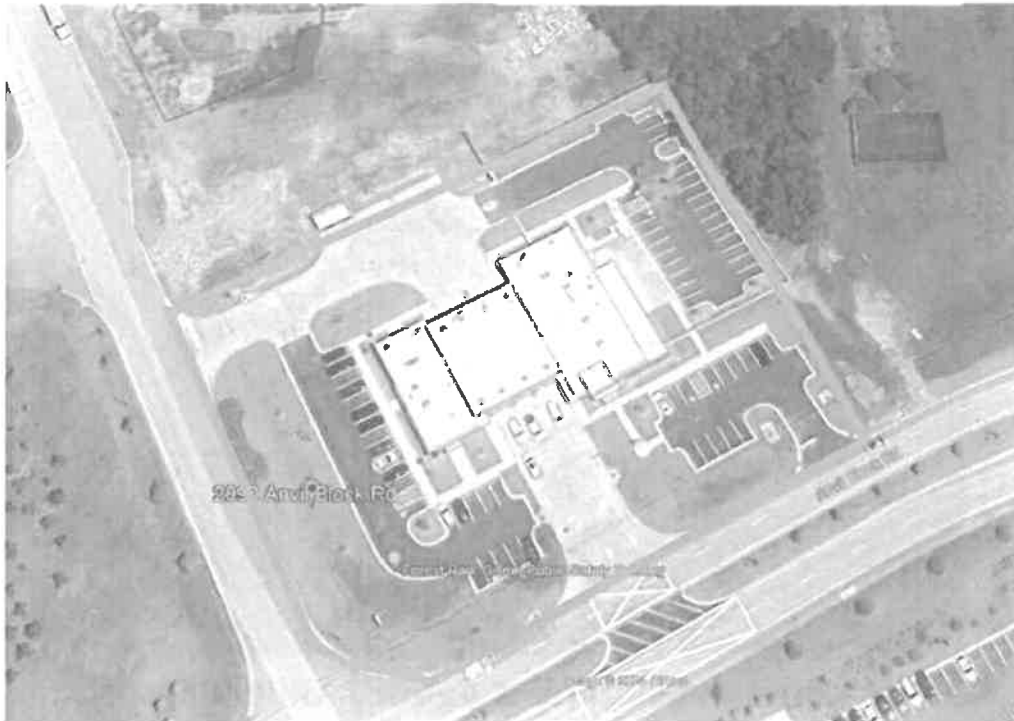
<b>SERVICE DESCRIPTION</b>	<b>Monthly</b>	<b>Yearly</b>
<b>Base Management— Weekly</b> -----	\$2,238	\$26,856
• Mow, trim, edge, and blow (weekly during growing season) (32 occurrences)		
• 2 retention pond areas done on same frequency		
• Old Pump House and Fire Station		
• Bed and fence line weed control (weekly during growing season)		
• Keep wood line from encroaching		
• Debris and litter removal (large items and dump sites will be billed separately)		
• Leaf Removal (6 occurrences)		
• Winter Policing (13 occurrences)		
<b>Turf &amp; Ornamental Chemical Program</b> -----	\$N/A	\$N/A.
<b>TOTAL</b> -----	<b>\$2,238</b>	<b>\$26,856</b>

\*Initial cleanup at old fire station – cut and spray back lot and beds - \$538  
to be billed and performed at beginning of start

**Billed Per Occurrence – Including but not limited to:**

**Initial Cleanup will be proposed depending on state of the roadways and old fire station prior to start.**

**Seasonal Color - Tree Care - Retention Pond - Design/Install - Irrigation – Pine Straw**



## Forest Park Urban Redevelopment Agency

### New Safety Public Safety Building

#### Competitive Pricing That Fits Your Budget

<b>SERVICE DESCRIPTION</b>	<b>Monthly</b>	<b>Yearly</b>
<i>Base Management – Weekly</i> -----	\$863	\$10,356
• Mow, trim, edge, and blow (weekly during growing season) (32 occurrences)		
• Bed and fence line weed control (weekly during growing season)		
• Keep wood line from encroaching		
• Debris and litter removal (large items and dump sites will be billed separately)		
• Leaf Removal (6 occurrences)		
• Winter Policing (13 occurrences)		

*Turf & Ornamental Chemical Program* ----- \$84 \$1,008.

**TOTAL** ----- **\$947** **\$11,364**

**Billed Per Occurrence – Including but not limited to:**

*Seasonal Color - Tree Care - Retention Pond - Design/Install - Irrigation – Pine Straw*



## Forest Park Urban Redevelopment Agency Old Communications Building

### Competitive Pricing That Fits Your Budget

<b>SERVICE DESCRIPTION</b>	<b>Monthly</b>	<b>Yearly</b>
<b>Base Management – Weekly</b> -----	\$413	\$4,956
<ul style="list-style-type: none"> <li>• Mow, trim, edge, and blow (every other week during growing season) (16 occurrences)</li> <li>• Bed and fence line weed control (weekly during growing season)</li> <li>• Keep wood line from encroaching</li> <li>• Debris and litter removal (large items and dump sites will be billed separately)</li> <li>• Leaf Removal (3 occurrences)</li> <li>• Winter Policing (7 occurrences)</li> </ul>		
<b>Turf &amp; Ornamental Chemical Program</b> -----	\$N/A	\$N/A.
<b>TOTAL</b> -----	<b>\$413</b>	<b>\$4,956</b>

**\*Initial cleanup at to cut overgrown grasses, briars and saplings, spray and remove vines on building. \$2,160 - to be billed and performed at beginning of start**

***Billed Per Occurrence – Including but not limited to:***

*Seasonal Color - Tree Care - Retention Pond - Design/Install - Irrigation – Pine Straw*

### Billing Summary

<b>SERVICE DESCRIPTION</b>	<b>Monthly</b>	<b>Yearly</b>
<i>Gillem Parcels</i> -----	\$2,238	\$26,856
New Public Safety Building -----	\$947	\$11,364
Old Communications Building -----	\$413	\$4,956
TOTAL -----	\$3,598	\$43,176

Initial Clean-ups (billed per occurrence – one time billing)

Old Fire Station -----	\$538
Old Communications Building -----	\$2,160
TOTAL -----	\$2,698