

Resolution No. 2022-054

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LANDCARE TO PERFORM LANDSCAPING AND GROUNDS MAINTENANCE SERVICES AT CERTAIN PUBLIC PROPERTIES FOR THE ANNUAL AMOUNT OF \$177,025; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

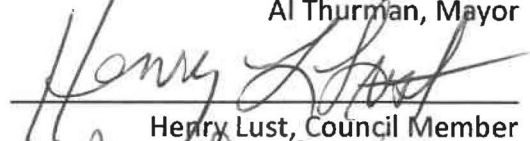
WHEREAS, the City of Powder Springs ("City") has solicited and obtained quotes for grounds maintenance and landscaping services at various public properties and rights of way throughout the City, **renewable for three one-year terms;**

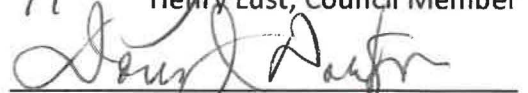
WHEREAS, the City finds the quote submitted by Landcare to be the lowest responsive and responsible and desires to accept and approve said quote;


BE IT THEREFORE RESOLVED by the Council for the City of Powder Springs that it approves and authorizes the Mayor to execute an agreement with Landcare for landscaping and grounds maintenance services for an amount of \$177,025.00, subject to review and approval by the City Attorney. This resolution shall become effective immediately upon adoption for a contract effective date of July 1, 2022.


SO RESOLVED this 18th day of April 2022.

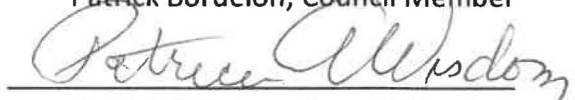

Al Thurman, Mayor


Henry Lust, Council Member


Doris Dawkins, Council Member


Dwayne Green, Council Member


Patrick Bordelon, Council Member


Patricia Wisdom, Council Member

ATTEST:


Kelly Akt, City Clerk



AGREEMENT FOR VENDOR/CONTRACTOR SERVICES

This Agreement for Vendor/Contractor Services is made and entered into this 1st day of July, 2022, between the **City of Powder Springs, Georgia**, a municipal corporation, and Landcare USA LLC, contracted Vendor /Contractor. The City of Powder Springs and Vendor/Contractor may hereafter be referred to as **"Party"** individually or collectively as the **"Parties."**

W I T N E S S E T H:

WHEREAS, the City desires to retain a qualified, experienced, and licensed Vendor/Contractor with demonstrated skills and experience in providing certain services, the exact nature, scope, and price of which is more completely and fully set forth in Vendor/Contractor's bid for services, which is attached hereto as Exhibit A and expressly incorporated herein by way of reference as a part hereof (hereinafter, " the attached quoted services");

WHEREAS, Vendor/Contractor is knowledgeable and experienced in the attached quoted services required by the City and desires to provide, furnish, and deliver all necessary materials and to perform the work necessary to complete attached quoted services;

WHEREAS, the Parties desire to contract for the provision of attached quoted services according to the terms and conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Contract Time. Vendor/Contractor shall complete and/or perform attached quoted services within timeframe agreed upon by the City of Powder Springs. All Work shall begin after notification by the City and shall be carried through to completion without unreasonable delay and suspension. If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Vendor/Contractor, not as a penalty, but as liquidated damages, the cost incurred by the City to complete the Work by another contract or otherwise.
- Contract Price. Vendor/Contractor shall complete the Work for the agreed upon sum of \$177,025 annually, as dictated by the attached quote/qualified bid response – Exhibit A.
- Agreement shall mean this written agreement between City and Contractor covering the work to be performed, including any and all exhibits hereto, said exhibits being incorporated herein by reference.
- Required Documentation. Vendor/Contractor shall furnish to the City certificates of insurance and any other documents, affidavits, or things required to be submitted by the terms of this Agreement and/or the State law of Georgia for review and approval by the City (i) prior to the commencement of the Work or (ii) upon the Vendor/Contractor's execution of the Agreement. (Security and Immigration Affidavit, W-9, etc.)
- Insurance. Required insurances (Liability, Worker's Comp, etc.) shall be maintained in full force and effect during the life of the Agreement and through final completion. Subcontractors shall be required to obtain all insurance which the Vendor/Contractor is required to obtain. Vendor/Contractor shall agree to waive all rights of subrogation against the City, the City council, the mayor, its officers, officials, employees, and volunteers from losses arising from attached quoted services performed. Vendor/Contractor shall at a minimum apply risk management practices accepted by the Vendor/Contractors' industry.
- Services Performed. Vendor/Contractor will perform, supervise, and direct the attached quoted services efficiently and with its best skill and attention. Vendor/Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures. Vendor/Contractor will provide competent, suitably qualified personnel to perform the Work. Vendor/Contractor and its employees, agents, and Subcontractors shall be fully equipped, staffed, certified, authorized, and licensed for the attached quoted services. In the event the Vendor/Contractor causes damages, the Vendor/Contractor shall repair such damage at its sole expense. The Vendor/Contractor shall use those materials identified in the attached quoted services. In addition, the attached quoted services shall be performed to the entire satisfaction of the City. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Agreement or of such inspections,

tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted

- Subcontractors. Vendor/Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- Permits. Vendor/Contractor will secure and pay for all permits, certifications, and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Attached quoted services.
- Laws and Regulations. Vendor/Contractor will give all notices and comply with and cause all Subcontractors to comply with all federal, state, and/or local laws, ordinances, requirements, standards, rules and/or regulations ("Laws") applicable to the attached quoted services and materials to be provided. If the Vendor/Contractor performs any services contrary to such laws, it shall bear all costs arising therefrom.
- Taxes. Vendor/Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is to be performed. Notwithstanding the preceding sentence, no sales tax shall be charged to the City on any of the material and/or equipment incorporated or used in the performance of the Work.
- Indemnification and Limitations of Liability. Vendor/Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, including reasonable attorneys' and other professional fees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of the attached quoted services by the Vendor/Contractor or its employees, agents, servants, associates, or Subcontractors however such injuries or death or damage to property may be caused arising out of any breach by the Vendor/Contractor of any representation, warranty, covenant, duty or obligation; City shall not be liable to the Vendor/Contractor or any Subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from the City's performance or non-performance of the City's obligations under this Agreement, or from the City's termination or suspension of Work under this Agreement, or for any other reason. Furthermore, the City shall not be liable in contract or tort to Vendor/Contractor, Subcontractors, or suppliers thereof, regardless of tier, for incidental or consequential damages arising out of or resulting from the City's performance or non-performance of the City's obligations under the Agreement, or from the City's termination or suspension of Attached quoted services under the Agreement, or for any other reason.
- Warranty and Guarantee. Vendor/Contractor will perform the attached quoted services in accordance with this Agreement, the Laws, and, at a minimum, that degree of care and skill ordinarily exercised by and consistent with the standards of care of others ordinarily providing the same or similar services/work in the same or similar locality as the area where the Work is to be performed. Vendor/Contractor further warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all Work will be, at a minimum, of the degree of care and skill set forth above and in accordance with the requirements of the Agreement and of any inspections, tests, or approvals. Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the City prior to the making of the application for payment, free and clear of all liens, claims, security interests, and encumbrances (referred to below as "liens"); and that no work, materials, or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- Work Stoppage. If the attached quoted services are defective, or if the Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Vendor/Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such an order has been eliminated; however this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.
- Correction or Removal of Defective Work. If required by the City prior to approval of final payment, the Vendor/Contractor will promptly, without cost to the City and as specified by the City, either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not correct defective Work or remove and replace rejected Work within a reasonable time, all as specified in a written notice from

the City, the City may have the deficiency corrected or the rejected Work removed or replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- Termination. The Agreement may also be terminated for cause upon five (5) days written notice for a failure to both (a) perform substantially in accordance with the terms and conditions of the Agreement and (b) for the sole convenience of the City. Upon written notice to the Vendor/Contractor, the City may also exercise its right to early termination in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Vendor/Contractor. City shall reimburse the Vendor/Contractor for Work actually and properly performed by the Contractor up to the date of termination. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Vendor/Contractor.
- Force Majeure. Except for payment of sums due and except as otherwise specified herein, neither Party shall be liable to the other nor deemed in default under the Agreement if and to the extent that such Party's performance under the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force Majeure shall not include (i) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the terms and conditions set forth herein and (ii) the Contractor's failure to comply with the terms and conditions of this Agreement regarding disaster recovery.
- Registration with a Federal Work Authorization Program. Vendor/Contractor shall comply with the requirements of the Official Code of Georgia ("O.C.G.A.") Sec. 13-10-91 and Rule 300-10-1-.02 and compliance therewith is a condition of the Agreement. Compliance shall include but not be limited to execution of the attached Contractor Affidavit and Agreement and Subcontractor Affidavit should there be any subcontractor or subcontractors.
- Jurisdiction. The Agreement shall be governed and interpreted by the laws of the State of Georgia and any action brought to clarify or enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.
- Contractual Relationship. The relationship between the City and the Vendor/Contractor is that of an independent contractor. Vendor/Contractor is not authorized to act as an agent, employee, or legal representative of the City, and may not hold itself out to the public as such. The method and manner of performance of the Work shall be under the exclusive control of the Contractor. The City shall have the right to inspect such undertakings at any time without prior notice.

IN WITNESS WHEREOF, each of the parties hereto has executed this Contract as of the date first above written.

The City of Powder Springs, Georgia

Landcare USA, LLC

BY: Albert Thurman

BY: Bul

PRINT: Albert Thurman

PRINT: Brandon Laprade

ITS: Mayor

ITS: Branch Manager

DATE: 9/19/22

DATE: 12/1/22

ATTEST: Kelly A. J.

ATTEST: [Signature]

PRINT: 9/19/22

PRINT: Thomas P. Jolliff

ITS: City Clerk

ITS: Production Manager

CITY ATTORNEY: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Powder Springs, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

45-1969151

EEV / Basic Pilot Program* User Identification Number

LandCore LLC

BY: Authorized Officer or Agent Date
(Contractor Name)

Branch Manager

Title of Authorized Officer or Agent of Contractor

Brandon Laprade

Printed Name of Authorized Officer or Agent

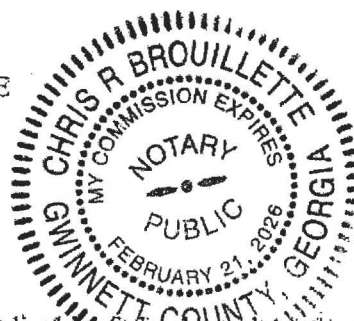
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

25th DAY OF November, 2020

Notary Public

My Commission Expires:

2/21/2026



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Hoover Properties & Equipment, Inc., on behalf of the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees; pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1865335

EEV / Basic Pilot Program* User Identification Number

YARDSY LLC (TURF APPLICATIONS)

BY: Authorized Officer or Agent Date
(Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

John Jonathan Gillespie

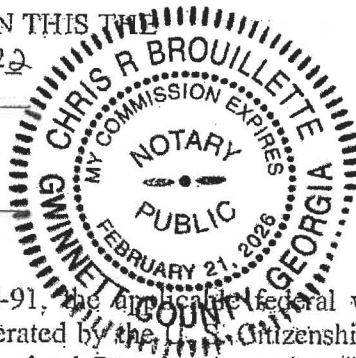
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 21st DAY OF November, 2022

Notary Public

My Commission Expires:

2/21/26



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

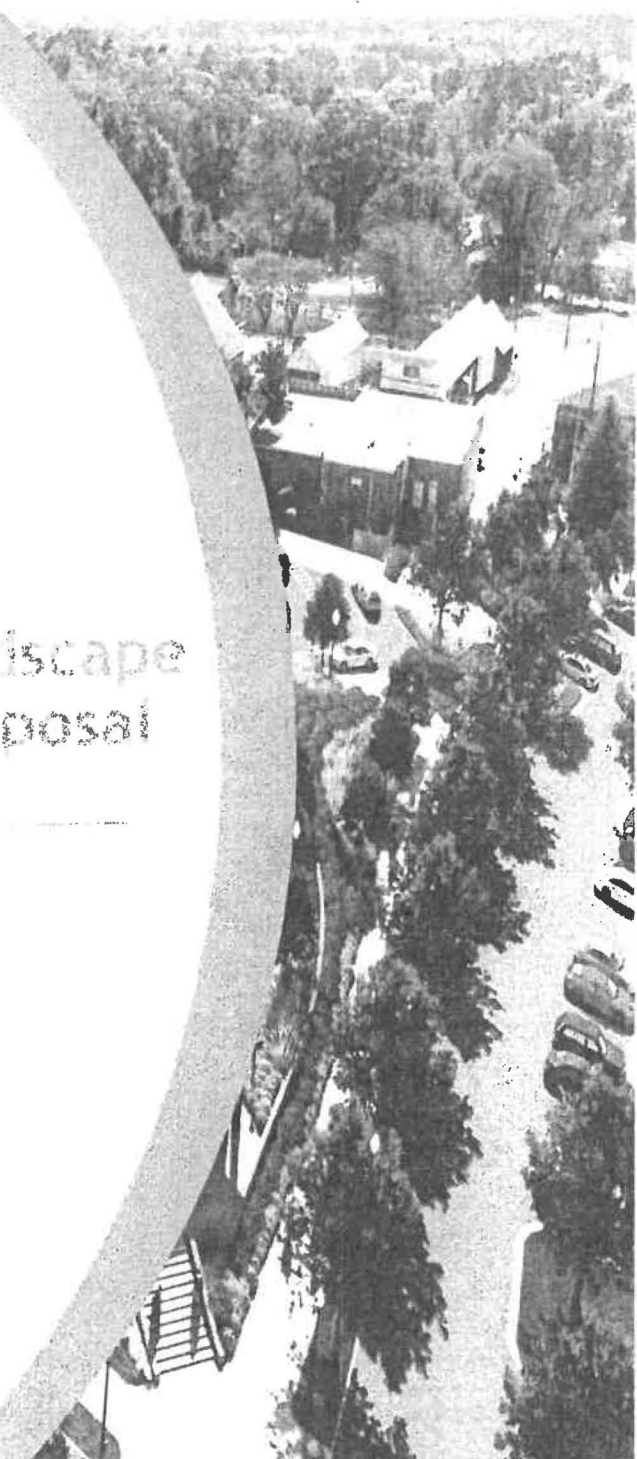


LandCare

Commercial Landscape Management Proposal

City of Marietta
RFP # 22-001

LandCare
1650 Williams Dr.
Marietta, GA 30066



LandCare Commercial Landscape Management Proposal: City of Marietta RFP -22-001

Thank you for allowing LandCare to submit our proposal for landscape management services at City of Powder Springs. We are excited about the opportunity to continue this partnership with you.

Per the RFP, our proposal addresses the scope accord to exhibit provided by City of Powder Springs. It also includes information on how we intend to drive consistency and/or improvement on your property through transparent and proactive communication.

Enclosed for your review are the following pages:

- Executive Summary
- The LandCare Difference
- Landscape Quality Audit (LQA)
- Landscape Design Capabilities
- Safety Protocols
- Local References
- Bid Form

Thank you again for your consideration of LandCare. I'm happy to answer any questions that you may have about our proposal.

Sincerely,
Branden Laprade
Account Manager
Branden.Laprade@landcare.com
678-381-7242

————— *Seasonal Color Design & Installation*

Executive Summary

LandCare Commercial Landscape Management Proposal

LandCare has been in business for over two decades and is a leader in the landscape service industry in over twenty-five states with over sixty branches nation wide. We are a current service provider for the City of Marietta, Marietta Water and Power, and other entities in and around the City of Marietta. In addition to serving the City of Marietta since 2014, we are the preferred service provider for seven of the major Piedmont hospitals in and around Greater Atlanta, Georgia for over four years and have been the service provider for the City of Powder Springs for seven years. Our branch location also has the capacity to add additional resources like trucks, trailers, equipment, management, and personnel to take on new work to help serve businesses in and around surrounding communities. In addition, LandCare has corporate resources which have been proactively addressing economic challenges to help mitigate some of the disruptions in the service industry. While these challenges may persist a little longer, we have been successful in accomplishing a high customer satisfaction rate through proactive measures and effective communication.

The LandCare Difference

Below are a few connections we would like to share about our involvement in the local community.

Organization or Item	Cause or Benefit
<i>Volunteer Services</i>	<i>LandCare provides volunteer assistance to help serve those in our community like, Hillside and Must Ministries</i>
<i>Affiliations</i>	<i>We are Allied members of BOMA Georgia and National Association of Landscape Professionals</i>
<i>LandCare Branch</i>	<i>One Branch is in the City of Marietta. LandCare is also a national landscape provider with national support.</i>
<i>Similar Experience</i>	<i>Locally LandCare has served the City of Powder Springs, City of Marietta and entities like Marietta Water & Power for over 7 years.</i>
<i>Service Team</i>	<i>Regional VP: Scott Watson – 30 years experience Branch Manager: Zach Stokes – 20 years experience Branch Administrator: Nicole Tillman – 11 years experience Account Manager: Branden Laprade – Main Contact – 20 years experience Production Manager: Chris Clifford – 13 years experience Branch Holds: GA Commercial Applicators License, Degree in Turfgrass Management, Certified First Responder</i>

Since our acquisition of Chateau Elan in January 2018, the partnership that Wheelock Street Capital and HEI Hotels and Resorts has formed with LandCare, as our sole landscaping partner for the resort, has been incredibly strong and invaluable to our ownership thesis of the resort. From the top of the organization down, the team prides itself on easy and transparent communication to ensure a comprehensive and collaborative partnership. We are always made to feel like we are the only client they have, and the proactive and thoughtful approach to address landscaping needs, and then the quick and high quality execution of the plan has been outstanding. As we work through renovating and updating the resort, the quick and thorough improvements in the resort landscape by LandCare, has allowed for dramatic improvement around the resort, all of which are being enjoyed by our guests every day. I would recommend LandCare to any commercial operator and will continue to look for ways to expand and strengthen our relationship in the future.

Customer Reference: Chateau Elan

Keith Manning
VP-Asset Management



The LandCare Difference

LandCare Commercial Landscape Management Proposal

Landscape Quality Audits (LQAs)

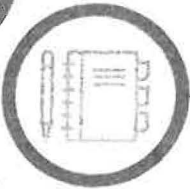
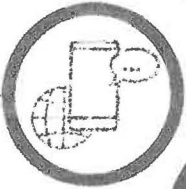
Regular LQAs provide clear and consistent communication on work performed and what we've noticed on your property.

Cloud-based Management Tools

Managers can check on jobsite progress and address any issues in real time.

In-house Design Experts

Our experienced designers will provide recommendations for your property and will work with you to bring your ideas to life - at no extra cost!



Trucks & Equipment

We're always upgrading our equipment and fleet to industry-leading standards.

Mentoring & Professional Development

The best and brightest landscape professionals will care for your property.

Hiring Practices

Every LandCare team member is e-verified and background checked to ensure the safety and security of you and your guests.



Planter Maintenance

Landscape Quality Audit (LQA)

We believe in the power of constant improvement. That's why we created the Landscape Quality Audit (LQA): a cloud-based, visual report that details exactly what we're doing to improve your landscape, from plant health to curb appeal.

We perform LQAs on a regular basis to provide you with transparent, up-to-date information about our work. In addition, we provide recommendations to enhance your property through:

- Reduction of Risk & Liability
- Cost Savings
- Upgraded Aesthetics



We will communicate the results of our audits directly to you, along with proposals for any out-of-scope repair items or other recommendations identified during our walk-through.

What to Expect from your LQA

Property Name: Bochtal Main Campus
 Property Address: 1301 Stevenson Dr
 City/State/Zip: Frederick, MD 21701
 Property Manager: Nancy Papp
 Property Phone: 301-863-1479

Spotlight Areas
 The overall impression when walking the property quality was excellent. We've identified a few minor landscape items for your review below. It appears that turf quality and mowing frequency is keeping the turf green. The flowers retained exceptional health along the irrigation system as well.

Maintenance Items
 There were a handful of small items that need to be brought to the attention of the team. We are starting to see a breakdown of the pre-emergent herbicide and we will need to re-cover the vigor of both manual and chemical post-emergent weed management.

LandCare

Property Name: Bochtal Main Campus
 Property Address: 1301 Stevenson Dr
 City/State/Zip: Frederick, MD 21701
 Property Manager: Nancy Papp
 Property Phone: 301-863-1479

Landscape Quality Audit

Inspection Report

(Landscape proposes to provide the necessary labor and material to make the following irrigation repairs described during the inspection on April 09, 2019)

Zone 7:	Replace broken head	\$ 20.00
Zone 9:	Change 4" pipe with 8" pipe	\$ 180.00
Zone 7:	Repair broken, clogged	\$ 200.00
Zone 10:	Replace head where that's not coming on	\$ 150.00
Zone 11:	Move head and add mulch over heads	\$ 250.00
Zone 14:	Replace zone 14's wiring (per manager)	TBA
Total Quote		\$1,040.00
Local Travel and Material		

Customer agrees to pay upon completion within 30 days of work being completed.

Submitted: _____ Approved: _____

David Bowie, Account Manager

LandCare

Property Name: Bochtal Main Campus
 Property Address: 1301 Stevenson Dr
 City/State/Zip: Frederick, MD 21701
 Property Manager: Nancy Papp
 Property Phone: 301-863-1479

Landscape Enhancement Proposal

Install Holly and Yew

(Landscape proposes to provide the necessary labor and material to make the following improvements)

Install the following behind the user wall:
 5 - 1/2" cypress "Holly" (1 gal) \$ 300.00

Remove and replace 2 dead shrubs and mulch from bed to install:
 10 - Square yards of Fall Fescue seed \$ 630.00

Total Quote \$1,040.00

Prices include the necessary fertilizer, mulch and vertical mowing. Additional watering will be done at \$30 per hour.

Customer agrees to pay upon completion within 30 days of work being completed.

Submitted: _____ Approved: _____

David Bowie, Account Manager

LandCare

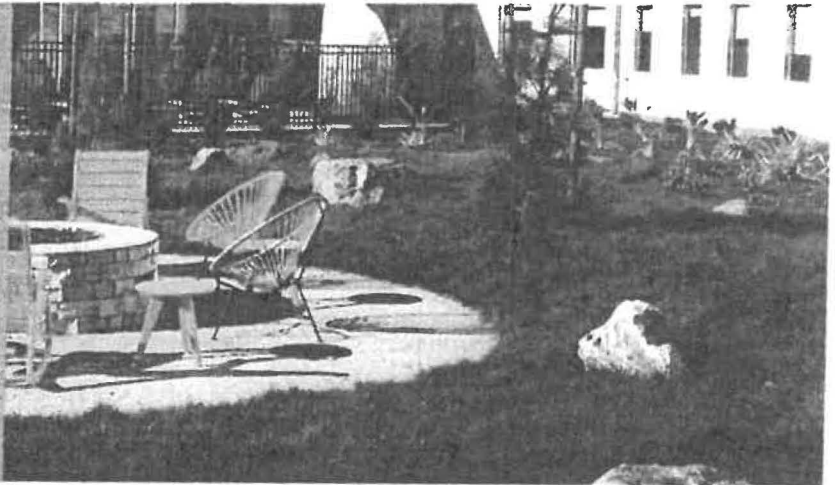
Landscape Design Capabilities

Whether you're addressing budget cuts, watering restrictions or updating a mature property, our in-house design services group will help you create a meaningful environment.

LANDSCAPE DESIGN

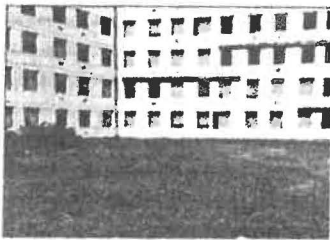


- Licensed Landscape Architects and Designers
- Attractive and Maintenance-efficient Solutions
- Design and Enhancements
- Budget-friendly Updates to Curb Appeal

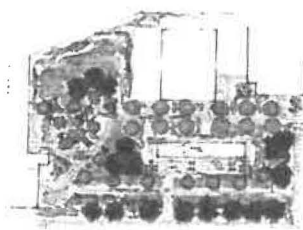


Our Design Team goes beyond aesthetics, to consider the maintenance costs and long-term growth potential of your landscape investment. Our professional installation services protect your investment by ensuring the integrity of the design and health of the plant material.

THE PROCESS



Pre-Installation



Free-Hand Rendering



Conceptual Digital Rendering



Completed Installation

Safety Protocols

LandCare Commercial Landscape Management Proposal

When it comes to our teams and the communities that we maintain, safety is our number one priority.



Standard Safety Procedures

We reinforce safety protocols with our team members, whether it be through early morning stretch & flex, or through weekly safety discussions. Our focus is on keeping our teams and visitors at the properties we maintain safe.



COVID Policies

We continue to update our teams on a frequent basis to ensure that they are well informed and trained on the latest LandCare and CDC protocols, for both their safety and the safety of our customers.



Local & Accessible: Properties We Maintain

LandCare Commercial Landscape Management Proposal



City of Marietta

Rich Deckman 770-794-5607

Services: (8 years)

- Landscape design and installation
- Landscape Maintenance
- Mulch Services



City of Powder Springs

Joe Wilson 770-570-0100

4426 Marietta Street
Powder Springs, Ga 30127

Services: (7 years)

- Landscape design and installation
- Landscape Maintenance
- Irrigation
- Seasonal Color & Mulch Services
- Tree Care



Piedmont Health Care

Hospitals: 7 Main Hospitals & Multiple Off-Site Facilities

Dianne Todd: Dianne.Todd@piedmont.org

Services: (4 years)

- Landscape design and installation
- Landscape Maintenance & Porter Services
- Tree Care
- Irrigation
- Seasonal Color
- Snow and Ice Management

BID FORM

RFP# (22-001), Grounds Maintenance and Landscaping		
Services		
Location/Description (details available in introduction)	Monthly Cost	Annual Cost
City Hall/Municipal Court – 4483 Pineview Street: Includes Pinestraw & Turf apps	\$151.67	\$1820.00
Temp City Hall – 4426 Marietta Street:	\$100.00	\$1200.00
Thurman Springs Park – bounded by Pineview Drive, Oakview Drive and surrounding buildings, includes all grassed areas, adjacent islands, and landscaped areas: Includes Mulch app.	\$1456.25	\$17475.00
Ford Center Complex- Library/CAC/Senior Center – 4181 Atlanta Street: Includes Pinestraw & Turf apps.	\$1148.75	\$13785.00
Linear Park – From basketball court to climbing tower and surrounding slopes; slopes from basketball area to concession building. Includes Mulch, Pinestraw, & Turf apps.	\$1668.75	\$20025.00
Butner Park – Butner Street. Includes Mulch & Turf apps.	\$431.25	\$5175.00
Seven Springs Museum at Bodiford House – 4355 Marietta St. Includes Mulch, Pinestraw, & Turf app.	\$728.75	\$8745.00
Silver Comet Access at Dillard Street.	\$98.75	\$1185.00
Lynn Drive from Old Lost Mountain to Thurman Springs Park. Includes Retention Pond	\$513.33	\$6160.00
Pineview Dr from Lynn Drive to Jackson Way Ext.	\$344.17	\$4130.00
Triangles of OLM & Dallas/PS & OLM/Jackson Way	\$182.92	\$2195.00
Police Headquarters - 1114 Richard Sailors Parkway. Includes Pinestraw	\$291.67	\$3500.00
Lancer Park – Lancer Drive.	\$270.83	\$3250.00
Marietta Street – Old Lost Mountain Road to PS Road.	\$329.17	\$3950.00
Lewis Road – US 278 to Marietta Street & Lewis Ext	\$1379.00	\$16550.00
Seven City Gateways/City Signs – includes all landscaped areas around the signs	\$133.33	\$1600.00
Hopkins Disc Golf Park - Hopkins Rd	\$693.33	\$8320.00
Hopkins Pedestrian Park – Hopkins Rd	\$317.08	\$3805.00
Old Museum at Powder Springs Park – 3899 Brownsville Rd. Includes Pinestraw	\$266.67	\$3200.00
RD Sailors Parkway	\$1758.00	\$21100.00
Dallas/Powder Springs Road	\$708.33	\$8500.00
New Macland Road from Fred Brady Bridge to Macedonia	\$440.83	\$5290.00
Austell PS Road across from Dollar General/Martin's Shopping Center	\$121.25	\$1455.00
Cemetery behind City Hall	\$628.33	\$7540.00
Powder Springs Road from RD Sailors to City Limits	\$589.17	\$7070.00
Total	\$14752.08	\$177025.00

Company Name: LandCare USA, LLC

Company Representative: Branden Laprade

Address: 1650 Williams Dr. Marietta, GA 30066

Phone: 678-475-1780

Email: Branden.Laprade@landcare.com



RFP 22-001
Grounds Maintenance & Landscaping Services

ADDENDUM #2

1. Do we need 4 or 5 copies of the bid and the original in the envelope? It states both...
 - 4 copies and the original
2. Do we need to submit the MSDS sheets with the bid or if we are awarded the bid? There will be a bunch that will fill up the envelope.
 - MSDS sheets will be required from the successful bidder after award but prior to execution of the contract.
3. Do you want 3 pine straw applications? Currently doing 2.
 - Two pine straw applications.
4. Are the parks weekly service and roadways bi-weekly?
 - Weekly services.
5. Is a bid bond needed?
 - A bid bond is not required.

For the Specifications Entitled: Grounds Maintenance & Landscaping Services

Publisher: Kelly Axt, City Clerk

Bid Due Date: April 8, 2022 12:00PM

Last Day for Questions: March 29, 2022 12:00PM

This Addendum is issued to modify or interpret the bidding documents.

Bidders are hereby instructed that the Specifications for the above referenced project are modified, corrected, or/and supplemented as hereinafter described. Bidders are hereby instructed to acknowledge receipt of this Addendum.

Initial to acknowledge and include with submittal: BL

City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE * DRAWER 609 * MARIETTA GA 30061
(770) 794-5520



BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE
PLEASE DISPLAY AT ALL TIMES

SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL
NOT TRANSFERABLE

ACCOUNT NUMBER 9935571 0782000

NUMBER 00072970

LANDCARE USA LLC
120 S CENTRAL AVE STE 400
ST LOUIS MO 63105-1705

FOR YEAR 2022
EXPIRATION DATE 12/31/22
BEGIN OPERATION DATE 1/01/14

NOTIFY THIS OFFICE OF ANY
CHANGE OF ADDRESS,
OWNERSHIP, FIRM NAME, OR
CLASSIFICATION

OWNER LANDCARE USA LLC

DESCRIPTION OF SIC CODE

LAWN, LANDSCAPE & GARDEN SERVICES

\$ 2546.00

CLASS 2C

BUSINESS ADDRESS:
1650 WILLIAMS DR
MARIETTA GA 30066-6292

TAX \$ 2546.00

PENALTY \$.00

TOTAL \$ 2546.00

DATE PAID 3/25/22

SIGNED

A handwritten signature in cursive script that reads 'Kimberly Robinson' is written over a horizontal line.

Kimberly Robinson



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED LandCare USA L.L.C. 5295 Westview Drive Suite 100 Frederick MD 21703 USA	INSURER A: Safety National Casualty Corp NAIC # 15105	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091783091 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL4058322 SIR applies per policy terms & conditions	03/01/2022	03/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6675529	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	LDC4058321	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570091783091

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Powder Springs
 Attn: Pam Conner
 3006 Springs Industrial Drive
 Powder Springs GA 30127 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Inc. of Florida

**City of Powder Springs, Georgia
VENDOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603); in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

The undersigned further agrees that, should it employ or contract with any sub vendor(s) in connection with the physical performance of services pursuant to this contract with the City of Powder Springs, vendor will secure from such vendor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub vendor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Vendor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs at the time the sub vendor(s) is retained to provide the service.

436192
EEV/Basic Pilot Program User Identification Number

B.L
By: Authorized Officer or Agent

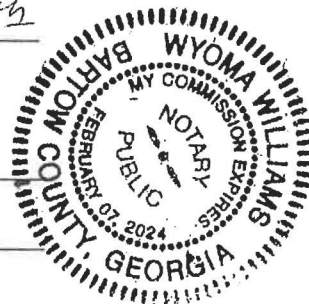
4/7/22
Date

Account Manager
Title of Authorized Office or Agent

Subscribed and sworn before me on this, the 7th
day of April, 2022

Notary Public: [Signature]

My commission expires: 2/7/2024



**City of Powder Springs, Georgia
SUB VENDOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603); in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

YARBSY

83-3518720

EEV/Basic Pilot Program User Identification Number

BL

By: Authorized Officer or Agent of Sub vendor

4/7/22

Date

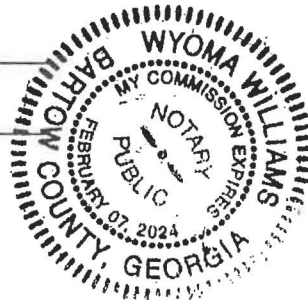
Account Manager

Title of Authorized Office or Agent of Sub vendor

Subscribed and sworn before me on this, the 7
day of April, 2022

Notary Public: Wyoma Williams

My commission expires: 2/7/2024



**City of Powder Springs, Georgia
SUB VENDOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603); in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Swift Straw

417851

EEV/Basic Pilot Program User Identification Number

BSL

By: Authorized Officer or Agent of Sub vendor

4/7/22
Date

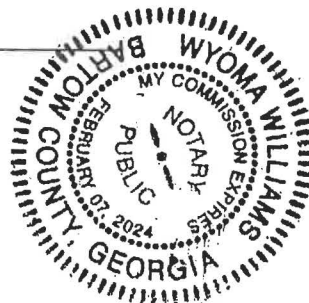
Account Manager

Title of Authorized Office or Agent of Sub vendor

Subscribed and sworn before me on this, the 7
day of April, 2022

Notary Public: Wyn Williams

My commission expires: 2/7/2024





Thank You

LandCare Atlanta West
1005 William Dr
Marietta, GA 30066
www.landcare.com

