Addendum No. 1

RFP No. 21-10
Landscape and Grounds Maintenance For General Services

June 16, 2021

RFP #21-10 is hereby amended as follows:

1. Below are questions received and corresponding answers:

   A. Question:

      If you are awarded the bid When does the contract begins?


   B. Question:

      If you are awarded the bid. What are the payment arrangements monthly?

      Answer: Our payment terms are Net 30 days.

   C. Question:

      what was the last winning contract Amount on this Proposal? And who was the vendor?

      Answer: See attached Contract No. 2017-30, Five Fields

   D. Question:

      Is there a current contractor in place or is this the first time you are getting quotes on the locations?

      Answer: Current contract with Five Fields
E. Question:
   
   If there is a contractor, can you post the Tally sheet, please?
   
   Answer: See answer to C

F. Question:
   
   How much was the prior award?
   
   Answer: See answer to C

G. Question:
   
   Is it mandatory to bid on all properties?
   
   Answer: No, Rockdale County reserves the right to make no award, one award, or multiple awards.

H. Question: I am requesting the bid tabs for the current contract holder who has been doing this job.
   
   Answer: See answer C

2. All other conditions remain in full force and effect.

3. If a Bid has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the Bid price, the new price and/or changes will be inserted below:
4. All bidders under this Request for Proposal are kindly requested to acknowledge receipt of this Addendum on page 15 of the Proposal Form.

Tina Malone
Tina Malone, CPPB CPPO
Procurement Officer
Department of Finance, Purchasing Division
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) entered into on this 14th day of March, 2017, between Five Fields Lawn Care, a company whose address is 1081 Old Mills Farms Drive, Mansfield, GA 30055 (hereinafter “Contractor”) and Rockdale County, Georgia, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter “County”); and

WHEREAS, the County desires to engage the services of Contractor to perform year round landscape and grounds maintenance services to the Rockdale County; and

WHEREAS, Contractor is qualified to perform this service and desires to render year round landscape and grounds maintenance services to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **SCOPE OF SERVICES.** Contractor shall furnish all products, tools, equipment, skill and labor of every description necessary to carry out and to complete in a good firm, substantial workmanlike matter for year round landscape and grounds maintenance services for the Rockdale County locations at J.P. Carr Complex and the Courthouse and Municipal Buildings (hereinafter “Work”), and in accordance with the County’s Invitation to Bid #16-30, and all addenda, incorporated herein by reference, (hereinafter “Work”), and as described in Contractor’s bid dated October 13, 2016, attached hereto and made a part hereof, and hereinafter referred to as the “Services”. Contractor shall provide, at their expense, all vehicles, supplies, and equipment necessary to provide these Services. These Services shall be performed at the direction of the Director of the Rockdale County Recreation and Maintenance Department or her designee and consistent with all federal, state, and local laws.

The Contract Documents, Invitation to Bid, and Bid are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner by the County.

Contractor must provide services year round on Saturdays or before 7:00 a.m. or after 5:00 p.m. weekdays so that services do not interfere with daily operations of these facilities.

The Contractor shall maintain a Lead Crew Worker at the sites at all times during the hours of scheduled maintenance service, and such Lead Crew Worker shall be able to be communicated with by two way radio or cellular telephone. Rockdale County reserves the right to request that the Lead Crew Worker must also speak and understand the English language.

Sites (J.P. Carr Complex and Rockdale County Courthouse and Municipal Buildings) – All sites are to be maintained according to the specifications and standards. If any site does not meet the
standards as set forth in the bid package at the completion of the contract terms, the last payment of the contract terms shall be placed on hold and each site will be required to be brought up to minimum standards within one (1) week of the contract completion.

2. **PAYMENT.** The County shall pay to the Contractor the monthly fee of One Thousand, Seventy Five and 00/100 ($1,075.00) Dollars for the Courthouse and Municipal Buildings. The County shall pay to the Contractor the monthly fee of Eight Hundred, Thirty Five and 00/100 ($835.00) Dollars for the J.P. Carr Complex. Total monthly fee to be paid to Contractor, for both sites, is One Thousand, Nine Hundred Ten and 00/100 ($1,910.00) for the Work provided under this Agreement, as set forth in Contractor’s Bid. (hereinafter “Bid”).

Contractor shall submit monthly invoices to the County in a format acceptable to the County that includes accurate and current information. The amount billed in each invoice shall be calculated as set forth in the Bid.

Payment Requests and original invoice(s) must be submitted to:

Rockdale County Finance Department

P.O. Box 289

Conyers, GA 30012

Include Contract No. 2017-30

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

3. **PERFORMANCE OF SERVICES.** The manner in which the services are to be performed, shall be determined by Contractor. The County will rely on Contractor to work as many hours as may be necessary to fulfill Contractor’s obligations under this Agreement for the fee provided in Section 2 of this Agreement.

4. **DEFAULT AND TERMINATION.** Failure to substantially perform the Services or fulfill obligations set forth hereunder shall constitute material default. Where either party believes there is a material default by the other party, the party claiming such default shall give written notice of the default to the other party within fifteen (15) days. The defaulting party shall have ten (10) days in which to correct or cure the default, provided, however, that such default shall be cured within fifteen (15) days unless otherwise agreed upon by the parties.

Should either party materially default in the performance of any provision of this Agreement and fail to cure such default as provided herein, the other party shall be permitted to terminate this Agreement with fifteen (15) days written notice to the other party hereto. Termination of this Agreement shall not constitute waiver of any other remedy either party may have hereunder.

5. **TERM/TERMINATION.** The initial term of this Agreement shall be a one (1) year period beginning from the date of execution by all parties. The parties may agree to renew this
Agreement for three (3) additional one-year periods renewable each year under the same terms and conditions as the original Bid, unless and until terminated as provided below.

Either party, upon giving thirty (30) days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this Agreement.

Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (20) days of receipt thereof.

6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to the County and not an employee of the County.

7. **INDEMNIFICATION.** Contractor agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Contractor, or as a result of defective services under this Agreement.

8. **ASSIGNMENT.** The Contractor’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

9. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

   IF for the County:
   Rockdale County Board of Commissioners
   Attn: Tina Malone, Procurement Officer
   P.O. Box 289
   Conyers, Georgia 30012
   770-278-7552
   tina.malone@rockdalecountyga.gov

   IF for Contractor:
   Five Fields Lawn Care
   Attn: Amy C. Smith
10. **ENTIRE AGREEMENT.** This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

11. **CORPORATE AUTHORITY.** Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

12. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. **SEVERABILITY.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. **WAIVER OR CONTRACTUAL RIGHT.** The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. **FURTHER ASSURANCES.** The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

16. **INTERPRETATION.** Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that
the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

17. **Venue & Jurisdiction**. The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

18. **Insurance**. The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the invitation to bid, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

19. **Applicable Law**. This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

Five Fields Lawn Care

By: [Signature]

Amy Smith, Owner

Rockdale County, Georgia
Board of Commissioners

By: [Signature]

Oz Nesbitt, Sr., Chairman

Witness:

By: [Signature]

Attest:

Jennifer Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney
Addendum No. 1

ITB No. 16-30

Landscape and Grounds Maintenance at JP Carr Complex, Courthouse and Municipal Buildings, and Portman Drive

October 6, 2016

ITB #16-30 is hereby amended as follows:

1. Below is a question received and corresponding answer:

   A. **Question:** Can Rockdale County provide the price for current services?

   **Answer:** The County pays Kut Above Landscaping Solutions $1,249/month for just the County Courthouse and Municipal buildings. The other two properties are not currently outsourced.

2. All other conditions remain in full force and effect.

3. If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the proposal price, the new price and/or changes will be inserted below:

   __________________________________________________________________________

   __________________________________________________________________________

4. All bidders under this Invitation to Bid are kindly requested to acknowledge receipt of this Addendum on Page 15, Part II of the Bid Form.

   __________________________________________________________________________

   __________________________________________________________________________

   **Tina Malone**

   Tina Malone, CPPB CPPO
   Procurement Officer
   Department of Finance, Purchasing Division
BID FORM – ITB No. 16-30

Instructions: Complete all THREE (3) parts of this bid form.

PART I: Bid Summary
Complete the information below. If you wish to submit more than one brand, make a photocopy of this Bid Form.

<table>
<thead>
<tr>
<th></th>
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<th>LUMP SUM</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>JP Carr Complex</td>
<td>$10,020.00</td>
<td>one year</td>
</tr>
<tr>
<td>2.</td>
<td>Courthouse and Municipal Buildings</td>
<td>$12,900.00</td>
<td>one year</td>
</tr>
<tr>
<td>3.</td>
<td>Portman Drive</td>
<td>$2,584.00</td>
<td>one year</td>
</tr>
<tr>
<td></td>
<td>TOTAL (lines 1 &amp; 3)</td>
<td>$25,504.00</td>
<td></td>
</tr>
</tbody>
</table>

PART II: Addenda Acknowledgements (if applicable)
Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda | Date Vendor Received | Initials |
---------|----------------------|---------|
"1"      | 10-10-16             |         |
"2"      |                     |         |
"3"      |                     |         |
"4"      |                     |         |
"5"      |                     |         |
"6"      |                     |         |

PART III: Vendor Information:

| Vendor Name                  | Five Fields Lawn Care - Amy Smith |
| Address                      | 1081 Old Mill Farms Dr Norcross, GA 30092 |
| Telephone                    | 770-851-8645 |
| E-Mail                       | fivefieldslawn@ymail.com |
| Representative (print name)  | Amy Smith |
| Signature of Representative  |         |
| Date Submitted               | October 13, 2016 |
CONTRACT AMENDMENT NO. 1 to the
Landscape and Grounds Maintenance Services Agreement dated March 14, 2017

This AMENDMENT, made and entered into by and between ROCKDALE COUNTY, GEORGIA, hereinafter called the “County”, and FIVE FIELDS LAWN CARE, hereinafter called the “Contractor”, shall be incorporated into and become a part of the original Agreement cited immediately above.

WHEREAS, the parties previously agreed, pursuant to the Agreement to amend the contract as needed, and;

WHEREAS, a need to amend the contract has arisen.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein and in the original Agreement cited above, it is agreed by and between the parties as follows:

- Add additional lawn care maintenance services at the BB&T Building to be utilized for Water Resources Customer Service Division in accordance with Contractor’s proposal dated September 2, 2019 attached hereto and made a part hereof for an additional cost of $250.00 per month, total of $3,000 yearly as lined out in the proposal.

- Renew contract term by one year, until March 13, 2021.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment on this 22nd day of October, 2019.

Five Fields Lawn Care

By: [Signature]

Name (Typed or Printed)

Witness:

[Signature]

Rockdale County, Georgia

By: [Signature]

Osborn Nesbitt, Sr., Chairman

Attest:

[Signature]

Jennifer O. Rutledge, County Clerk

Approved as to form:

[Signature]

M. Qadeer A. Baig, County Attorney
Proper landscape maintenance sustains the quality and health of a landscaped area and preserves the intended design concept. Landscaping is intended to provide overall aesthetically pleasing appearance for the community. Five Fields Lawn Care hereby proposes to furnish the materials and perform the labor necessary for the completion of the services listed below. The following is to serve as required specifications and to provide guidance in the maintenance of each of the areas which fall under the Maintenance Contract.

A. Mowing
The turf shall be mowed weekly or bi-weekly during the growing season and as required during the winter months. The mowing height shall be appropriate to the turf species.

B. Edging
All turf edges along sidewalks and curbs shall be edged before each mowing during the active growing season and as required for the appearance for the remainder of the year.

C. Debris Removal
Litter and trash including, rubbish, paper, bottles, cans, rocks/gravels, and other debris shall be removed from all areas on a weekly basis.

D. Pruning
Trees and shrubs shall be pruned to maintain growth within space limitations, to maintain or enhance the natural growth habit or to eliminate diseased or damaged growth. Some species shall be trimmed appropriately to influence flowering and to improve vigor.
E. Fertilization N/A
Fertilization shall coincide with the growing season of each specific turf. Weeds shall be controlled in the turf areas. Post emergent shall be sprayed or spread at the manufactures recommended rates.

F. Irrigation—N/A
The irrigation shall be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain the growth, health, and vigor of all landscape plant material.

Scope of Work Outline: Includes the entire property. This includes the services listed below:

Mowing
Edging
Weed Trimming
Blowing
Debris (Trash) Removal
Weed Control
Includes Pine Straw

Extras are to include but not limited to: Per Customer Request. **Please call Five Fields Lawn Care to set up schedule for any extra services.

The services above (not including extras) comes to ($250.00) per month.

Per Month: $250.00
Yearly: $3000.00