## GEORGIA, LOWNDES COUNTY.

## AGREEMENT AND SPECIFICATIONS FOR MOWING, EDGING, OTHER VEGETATION MANAGEMENT, AND COLLECTION OF DEBRIS ALONG CERTAIN RIGHT OF WAY OF BEMISS ROAD

THIS AGREEMENT (the "Agreement") made and entered into this 15<sup>th</sup> day of November, 2025, by and between \_Outdoor Living Southeast, (hereinafter "Contractor") and the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA, (hereinafter referred to as the "County").

## WITNESSETH:

WHEREAS, the County desires to obtain and Contractor desires to provide mowing, weed eradication/vegetation management, and edging, and debris and trash collection, removal and lawful disposal services along the right of way of Bemiss Road to include the median (State Highway No. 125) from North Oak Street Extension to one (1) mile North of Moody Air Force Base's South Gate located in unincorporated Lowndes County, Georgia ("Bemiss Road Service Area");

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

## ARTICLE I CONTRACTOR'S RESPONSIBILITIES

- A. During the term of this Agreement, and in addition to its other obligations under this Agreement, Contractor shall mow all vegetation, perform weed eradication/vegetation management (including within any cracks and expansion joints of curbs and sidewalks), edge all curbs and sidewalks, and collect, remove and lawfully dispose of debris and trash (collectively, the "Maintenance Services") along the Bemiss Road Service Area. Such Maintenance Services shall be carried out twelve (12) times per year, approximately once per month, with the frequency depending on seasonal need as determined by the County. The County shall pay for such Maintenance Services in the amount and manner stipulated in Article III(A) of this Agreement.
- B. Notwithstanding anything to the contrary contained herein, the County may request that Contractor perform the Maintenance Services more often than twelve (12) times per year ("Additional Maintenance Services"). Contractor shall perform Additional Maintenance Services within two weeks of the County's request. The County shall pay for any Additional Maintenance Services performed by Contractor in the amount and manner stipulated in Article III(B) of this Agreement.
- C. All grass and vegetation debris and clippings shall be vacuumed or otherwise collected, removed from the Service Area, and lawfully disposed of in conjunction with the mowing, edging and other maintenance and services hereunder. Grass and other vegetation debris and clippings shall not be blown onto the road, right of way, or median nor shall Contractor allow clumps of grass and other vegetation clippings to be left on the ground.