

- D. All grass and vegetation not cut with a mower shall be cut with a weed eater, except that Contractor may utilize an EPA licensed and approved herbicide applied by appropriately trained, experienced, and, as may be required by law, licensed, personnel of contractor and applied according to the herbicide's product label and appropriate safety, health and environmentally sound techniques to control vegetation growing in cracks and expansion joints of concrete and asphalt. Contractor shall not apply an herbicide to the areas surrounding any signs or power poles. Such sign and power pole areas must be cut with a weed eater. Contractor may apply an herbicide to curbs and sidewalks only.
- E. Contractor shall further furnish at its expense all labor, supplies, materials and equipment including fuel, oil and any other tools sufficient to properly and fully perform its obligations under this Agreement.
- F. Contractor shall fully comply at all times with the provisions of the Georgia Utility Facility Protection Act (O.C.G.A. 25-9-1 et seq.) and the Georgia High-Voltage Safety Act (O.C.G.A. 46-3-30 et seq.) as the same may be applicable to the Maintenance Services rendered hereunder.

ARTICLE II TERM OF CONTRACT

- A. This Agreement is a one-year contract pursuant to the provisions of O.C.G.A 36-60-13. It shall commence on the 15th day of November, 2025 and terminate on the 14th day of November, 2026.
- B. Upon mutual agreement of the County and Contractor, this Agreement may be renewed for four (4) additional terms of one (1) year each, all commencing on the 15th day of November and terminating on November 14th of the next year.
- C. Either party may terminate this Agreement at any time upon at least sixty (60) days prior written notice.
- D. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE III CONSIDERATION FOR AGREEMENT

- A. For performing the Maintenance Services in accordance with the terms and conditions of this Agreement, the County shall pay the Contractor _Seventy Four Thousand, Nine Hundred Forty Dollars (\$74,940.00) dollars annually, which shall be paid in equal monthly installments based upon the Contractor submitting a monthly invoice to the County for the monthly charges for the