

MINUTES
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
GWCC Authority Board Room
Tuesday, February 25, 2025
12:30 p.m.

The following ten out of fifteen Board members were present:

Steve Adams	Glenn Hicks
Don Balfour	Aaron McWhorter
Natasha Bell	Bill Rice (by Zoom)
Maxine Burton	Doug Tollett, Vice Chair
Brian Daniel, Chair	Dexter Warrior, Secretary

Chair Brian Daniel called the meeting to order at 12:30 p.m.

A motion to approve the January 28, 2025, Board of Governors meeting minutes was made by Don Balfour, seconded by Steve Adams, and unanimously approved.

RECOGNITION

Kevin Duvall, GWCCA Chief Executive Officer, recognized Stacey Church, the GWCCA's new Chief Operating Officer.

FINANCIAL UPDATE

Rey Rodriguez, GWCCA Director of Finance, reviewed the January 2025 Financial Report.

RESOLUTION – EXTERIOR LANDSCAPING MAINTENANCE AGREEMENT

Bill Perkins, GWCCA Director of Facility Management, gave a presentation on the Exterior Landscaping Maintenance Agreement.

Pargen Robertson, GWCCA Chief Legal Officer, reviewed a resolution essentially to authorize execution of the Exterior Landscaping Maintenance Agreement with LandCare USA, LLC.

A motion to approve the Resolution essentially authorizing execution of the Exterior Landscaping Maintenance Agreement with LandCare USA, LLC, a copy of which is attached hereto, was made by Glenn Hicks, seconded by Don Balfour, and unanimously approved.

RESOLUTION – HVAC MAINTENANCE SERVICE AGREEMENT

Bill Perkins, GWCCA Director of Facility Management, gave a presentation on the HVAC Maintenance Service Agreement.

Pargen Robertson, GWCCA Chief Legal Officer, reviewed a resolution essentially to authorize execution of the HVAC Maintenance Service Agreement with ABM Building Solutions, LLC.

A motion to approve the Resolution essentially authorizing execution of the HVAC Maintenance Service Agreement with ABM Building Solutions, LLC, a copy of which is attached hereto, was made by Natasha Bell, seconded by Dexter Warrior, and unanimously approved.

RECOGNITION

Kevin Duvall, GWCCA Chief Executive Officer, and Paul Guerrucci, GWCCA Vice President for Campus Safety, recognized Brandie Remmer, the GWCCA's Security Manager.

Chair Brian Daniel adjourned the meeting at 1:00 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

James Pargen Robertson, Jr., Chief Legal Officer

Dexter Warrior, Secretary

EXHIBIT A

A form of the Resolution In Respect of Exterior Landscaping Maintenance Agreement follows this page.
(35 Pages)

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
EXTERIOR LANDSCAPE MAINTENANCE SERVICES AGREEMENT
WITH LANDCARE USA LLC**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural

**RESOLUTION - LANDSCAPE MAINTENANCE SERVICES AGREEMENT
GEO L SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**

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resources of the State of Georgia by those using or visiting the project; and
WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, pursuant to an award under RFP No. GWCCA112524RCB dated November 25, 2024, Landcare USA LLC seeks to furnish to the Authority on a contract basis Exterior Landscape Maintenance Services on terms and conditions agreed upon by the parties; and
WHEREAS, the Authority apprehends that contracting for such services is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Chief Executive Officer is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Chief Executive Officer governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement for exterior landscape maintenance services and related equipment, goods, and services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of an agreement for such services and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

**RESOLUTION - LANDSCAPE MAINTENANCE SERVICES AGREEMENT
GEO L SMITH GEORGIA WORLD CONGRESS CENTER AUTHORITY**

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ADOPTED this 25th day of February, 2025.

Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT A

[Landscape Maintenance Agreement]

**AGREEMENT FOR EXTERIOR LANDSCAPE MAINTENANCE SERVICES
BETWEEN
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
AND
LANDCARE USA LLC**

THIS AGREEMENT is made and entered into as of the 1st day of March, 2025, by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY (the “Authority”), and LANDCARE USA LLC, whose address is 5295 Westview Drive, Suite 100, Frederick, MD 21703, and whose F.E.I. Number is 45-1969151 (referred to as "Contractor").

WITNESSETH:

In consideration of the mutual agreements between the parties, the parties agree as follows:

1 ***EXTERIOR LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED BY THE CONTRACTOR.*** Contractor shall provide all goods and services identified in Exhibit “A” and made a part hereof, and such additional goods and services as Contractor and Authority may agree in writing, in strict compliance with the terms and conditions of this Agreement. All goods and services provided by Contractor under this Agreement shall comply with the specifications contained herein.

1.1 ***PRODUCT SHIPMENT AND DELIVERY.*** All goods shall be shipped F.O.B. destination. Destination shall be the Georgia World Congress Center, 285 Andrew Young International Boulevard, N.W., Atlanta, GA 30313-1591, or such other destination as may be designated in writing by Authority. All goods furnished under this Agreement shall be at Contractor’s risk until they have been delivered to and accepted by Authority. All goods furnished

under this Agreement shall be subject to inspection by Authority upon delivery. Latent damage and defects shall remain the responsibility of Contractor to remedy at no cost to Authority, regardless of when the latent damage or defects are discovered.

1.2 ***NON-EXCLUSIVE RIGHTS.*** This Agreement is not exclusive. Authority reserves the right to select other contractors to provide goods and services identical or similar to those goods and services described in this Agreement.

1.3 ***PRIORITY OF CONTRACT PROVISIONS.*** Any contract terms or conditions included on Contractor's forms and invoices shall be null and void.

2 *COMPENSATION.*

2.1 For all goods furnished and services rendered by Contractor, the Authority shall pay Contractor those sums identified in Exhibit "A" attached hereto, which shall be invoiced by Contractor once per month following completed delivery of the goods and services.

2.2 Contractor shall bill Authority on invoice forms with such additional forms as Authority may require. Contractor shall bill Authority and receive payment only for goods and services authorized in this Agreement and only for goods and services actually provided. Additional Compensation for phone consultation, planning, record keeping, collateral work and travel time is not allowed except as expressly authorized in advance in writing by Authority. Other than payment of the fees expressly identified herein, Authority will not be responsible to reimburse Contractor for any costs which Contractor incurs performing its duties under this Agreement. The Authority shall not be responsible to pay Contractor for any goods or services other than those expressly identified herein.

2.3 Invoices which are complete in accordance with instructions issued by Authority received by Authority within five (5) calendar days after the end of the month shall be processed and paid no later than thirty (30) calendar days after the date invoiced. Those invoices received later shall be processed and paid with the next month's invoices. Incomplete, incorrect, or disputed invoices shall be returned to Contractor for corrective action.

2.4 Contractor shall not charge or otherwise receive compensation from any third party, including any third party incidentally benefiting from or otherwise utilizing Contractor's goods or services or any other work product under this Agreement. Rather, for goods and services provided or work product generated under this Agreement Contractor shall receive only the Compensation identified in this Agreement, and nothing else from any source.

2.5 Payment under this Agreement is conditioned upon Contractor's compliance with all the terms of this Agreement. Payment may be deferred until such requirements are satisfied or may be reduced or denied if such requirements are not satisfied.

2.6 If Authority in good faith determines that Contractor has failed to perform or delivery any goods or services as required under this Agreement, then Contractor shall not be entitled to any compensation under this Agreement unless and until such goods or services conform to this Agreement. In the event of such failure, Authority may withhold that portion of Contractor's compensation which represents payment for non-conforming goods or services. To the extent that Contractor's failure causes Authority to incur costs, Authority may deduct the amount of such incurred costs from any amounts otherwise payable to Contractor. Authority's right under this provision to deduct such incurred costs shall not in any way affect Authority's right to terminate this Agreement.

2.7 In the event that Contractor owes to Authority any sums, then Authority may set off the sums owed to Authority by Contractor.

3 **LIMITATION.** The monetary obligation of the Authority under this Agreement is limited to the Compensation identified in Article 2 and may not under any circumstances exceed those amounts.

4 **REPRESENTATIVES.** Contractor shall direct all matters regarding this Agreement to:

Roni Bell
Contract Manager
Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Boulevard
Atlanta, Georgia 30313

5 **CONTRACT PERIOD.** The period of this Agreement shall begin on March 1, 2025, and shall expire on February 28, 2028 (“Expiration Date”). Upon the Expiration Date, the Authority may elect to extend the Expiration Date by two (2) renewal terms of one (1) year each by giving written notice to Contractor not later than 30 days prior to the then Expiration Date subject to the termination rights below. All goods, services and work product are due not later than the Expiration Date.

6 **TERMINATION OF CONTRACT.** This Agreement may be terminated by the Authority with or without cause prior to the expiration of its term. Contractor may terminate the Agreement upon each Expiration Date with or without cause by providing sixty (60) day advance notice to the Authority. If this Agreement is terminated prior to the expiration of its term, the Authority shall pay the Contractor pro rata only for goods and services already provided.

7 **APPLICABLE STANDARDS.**

7.1 The Contractor's goods and services under this Agreement shall comply with all applicable laws, ordinances, rules, regulations, licensure requirements, procedures and standards established by any federal, state or local government instrumentality.

7.2 In addition, Contractor shall comply with such additional standards governing services provided under this Agreement as may be established by the Authority.

8 *NONDISCRIMINATION.*

Contractor shall provide all goods and services hereunder without discrimination, consistent with applicable law.

9 *LICENSES, STANDARDS AND QUALIFICATIONS.*

9.1 Contractor and each employee and independent contractor assigned by Contractor to this Agreement shall (1) meet applicable statutes and regulations, standards and policies of agencies governing the funding or approval of services provided under this Agreement and (2) shall hold all licenses, registrations, and other permits that are required by this Agreement or by law to be obtained by the Contractor for itself and for or by employees or independent contractors of Contractor engaged in the performance of services under this Agreement necessary for the performance of such services. Copies of such licenses, registrations, and permits shall be made available to the Authority upon request by the Authority.

9.2 Notwithstanding any reference in this Agreement to independent contractors of Contractor performing services under this Agreement, Contractor shall not be authorized to assign to the provision of services under this Agreement any independent contractor without the prior written approval of the Authority, which may be granted or withheld in the Authority's sole and

absolute discretion. Contractor shall provide to the Authority written notice of (1) any notice received by Contractor of any investigation, proposed disciplinary or other regulatory actions, or imposition of any disciplinary or other regulatory actions against Contractor in the performance of service under this Agreement or with respect to services rendered under any professional license or registration or permit held by Contractor; and (2) any claim, regardless of by whom made, of professional error or omission or the violation of this Agreement, with respect to any services under this Agreement; and (3) any information, indictment, or charge of the violation of the criminal laws of the United States or of any State against Contractor.

9.3 Contractor, its employees, subcontractors, and other agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation all such laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors and contractors. Contractor, its employees, subcontractors and other agents also comply with all applicable federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. Contractor and Contractor's employees, subcontractors and other agents shall also comply with all state and Authority policies and procedures in effect during Contractor's performance under this Agreement, including but not limited to Authority policies and procedures in respect of personnel conduct, security, safety, confidentiality, and ethics.

10 *INDEPENDENT CONTRACTOR RELATIONSHIP.*

10.1 Contractor is an independent contractor. Contractor is not a partner, joint venturer, agent or servant of the Authority.

10.2 This Agreement shall be binding upon Contractor.

11 *SOLE AGREEMENT.*

11.1 This Agreement constitutes the sole agreement among the parties relating to the subject matter described in this Agreement. No promises or representations, oral or written, not incorporated herein shall be binding upon the parties.

11.2 No modification of this Agreement will be effective unless such modification shall have been made in writing, signed by all parties, and designated as an amendment clearly referring to this document. To the extent that any provisions in Exhibit "A" are inconsistent with the terms and conditions in Articles 1 through 19 of this Agreement, the terms and conditions in Articles 1 through 19 of this Agreement shall control.

12 *GEORGIA LAW GOVERNS.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

13 *VENUE.* For the purposes of venue, all actions arising out of or in connection with this Agreement, other than those for which a federal court is the court of exclusive original jurisdiction, may be brought in the courts of Fulton County, Georgia, having subject matter jurisdiction.

14 *INSURANCE.* During the term of this Agreement, the Contractor shall procure and maintain the following insurance. Each contract of insurance shall designate the Contractor and the Authority as named insureds; shall provide that the policy will not be cancelled or altered except upon thirty (30) days prior written notice to the Authority; and shall be issued by an insurance company licensed to do business in the State of Georgia in such form as the Authority may approve.

14.1 Comprehensive Commercial General Liability Insurance, with contractual liability coverage, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Three Million Dollars (\$3,000,000.00) per occurrence.

14.2 Automobile Liability Insurance with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) per person, Three Million Dollars (\$3,000,000.00) per occurrence.

14.3 Workers' Compensation Insurance covering all persons employed, directly or indirectly, by Contractor in connection with any work or operations performed by Contractor in the Premises.

14.4 Contractor acknowledges that Contractor is not covered by the Authority's liability insurance program, the Authority's workers' compensation insurance coverage (for Contractor or any of Contractor's employees), any property damage insurance maintained by the Authority for its property, health insurance (for Contractor or any of Contractor's employees), or any other insurance or benefit program for Contractor, its employees, or its property.

15 ***INDEMNIFICATION***

15.1 Contractor's Indemnification Obligation. Contractor agrees to indemnify and hold harmless Authority, the State of Georgia, and all of Authority and State of Georgia's officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by their respective attorneys, related to or arising from:

- (i) Any breach of this Agreement;

(ii) Any negligent, intentional or wrongful act or omission of Contractor or any employee, subcontractor or any other agent utilized or employed by Contractor;

(iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under this Agreement;

(iv) The negligence or fault of Contractor in design, testing, development, manufacture, or otherwise with respect to any goods or parts thereof provided under this Agreement;

(v) Claims, demands, or civil actions which, with respect to any goods or parts thereof provided under this Agreement, allege product liability, strict product liability, or any variation thereof;

(vi) Contractor's performance or attempted performance of this Agreement, including any employee, subcontractor, or any other agent utilized or employed by Contractor;

(vii) Any failure by Contractor to comply with the requirements of Section 9.3 of this Agreement;

(viii) Any failure by Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees and costs required by Contractor to conduct business in the State of Georgia and the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by Contractor to adhere to the confidentiality provisions of this Agreement.

15.2 As it solely relates to any snow and ice removal services performed by Contractor, the Authority acknowledges that Contractor does not warrant or represent that the performance of snow plowing services or ice-control services will result in hazard-free or safe conditions. Contractor shall not be liable for personal injury due to site conditions unless said injury is caused by the negligence of Contractor or breach of this Agreement.

15.3 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this Indemnification is covered by the State of Georgia Tort Claims Fund (“the Fund”), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and laws of the State and the terms of the Fund, Contractor, for itself and its insurers, waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder.

15.4 Litigation and Settlements. Contractor shall, at its own expense, be entitled to and has a duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

16 PROPRIETARY RIGHTS IN WORK PRODUCT.

16.1 Work Product is Public Record of Authority. Under O.C.G.A. §50-18-102, all work product of Contractor under this Agreement is a public record of the Authority.

16.2 Confidentiality.

16.2.1 With respect to the Authority's Proprietary Information (as defined below), the Contractor agrees that it shall secure and keep such Proprietary Information confidential and:

(i) Shall protect and safeguard the Proprietary Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event use less than reasonable care;

(ii) Restrict disclosure to those of the Contractor's Affiliates, and the Contractor's and its Affiliates' respective officers and employees who clearly have a need-to-know such Proprietary Information, and then only to the extent of such need-to-know, and only in furtherance of the specific purposes of this Agreement;

(iii) Use such Proprietary Information only for the purposes of performing services under this Agreement, and not disclose such Proprietary Information other than as set forth above unless the Authority shall have expressly authorized in writing such disclosure; and

(iv) Not use any Proprietary Information to compete or obtain any competitive or other advantage with respect to the Authority either for Contractor's own benefit or for the benefit of another.

(v) Notwithstanding the foregoing, the Contractor shall be entitled to release Proprietary Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in the case of release pursuant to this Section, the Contractor shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Authority with

sufficient advance notice to permit the Authority to seek a protective order or other order protecting its Proprietary Information from disclosure.

16.2.2 All Proprietary Information, including that which is contained in written and electronic files, letters, memoranda, reports, records, data, sketches, drawings, notebooks, program listings, or other written, photographic, or other tangible, intangible, or other materials, or which shall come into a Contractor's custody or possession, is and at all times shall be the exclusive property of the Authority and/or its licensors, to be used by the Contractor only for the purposes expressly contemplated by this Agreement.

16.2.3 The Contractor shall not acquire hereunder any right whatsoever to any Proprietary Information, including without limitation any right or license of any patent, trademark, copyright, trade secret, moral right or any other right now or later recognized by any law or regulation of any jurisdiction (collectively, "Intellectual Property Rights") as a result of or in connection with any disclosure hereunder. Accordingly, nothing in this Agreement is intended or shall be construed as a transfer, grant, license, release or waiver of any Intellectual Property Rights in any Proprietary Information.

16.2.4 "Proprietary Information" means all information and know-how, regardless of whether or not in writing, of a private, secret or confidential nature that relates to the business, technical or financial affairs of the Authority, its subsidiaries, affiliates, licensors, customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Contractor or which becomes known to the Contractor, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature. Proprietary Information includes, by way of illustration and not limitation, all forms and types of financial, business, scientific, technical, economic, or

engineering information, including patterns, plans, compilations, inventions and developments, products, formulas, designs, prototypes, methods, techniques, processes, procedures, computer programs and software (whether as source code or object code), documentation, technologies, plans, vendor information, customer information, personnel information, research, and reports, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. Proprietary Information shall further include any such information, materials, tangible or intangible property of customers of, suppliers to or any other third party with whom the Authority does or considers doing business and who may have disclosed or entrusted such information to the Contractor pursuant to or in furtherance of the discussions and exchanges under this Agreement. Proprietary Information shall not include information that: (1) has become public knowledge through legal means without fault by the Contractor, (2) is already public knowledge prior to the the Authority's disclosure of the same to the Contractor, (3) is known to the Contractor prior to the Authority's disclosure of the same pursuant to this Agreement, or (4) is independently developed by the Contractor without reference to or use of the Proprietary Information.

16.2.5 At the request of the Authority or upon termination of this Agreement, the Contractor shall promptly destroy all of its copies of such Proprietary Information or return the same to Authority, and in either case shall, within thirty (30) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the Contractor shall not retain any copies thereof.

16.2.6 Nothing in this Agreement shall be deemed to obligate either Party to disclose any Proprietary Information to the other, or to accept any Proprietary Information of the other.

16.2.7 Contractor acknowledges the insufficiency of money damages as a remedy for any breach of this Agreement by Contractor, and that any such breach would cause the Authority irreparable harm. Accordingly, the Authority, as the case may be, in addition to any other remedies available at law, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Contractor further agrees to waive the securing or posting of any bond in connection with such remedy.

17 STATUTORY REPRESENTATION.

Contractor hereby certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

18 WARRANTIES

18.1 Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by Contractor and subcontractors of Contractor, whether or not the Agreement specifically denominates Contractor's and subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State of Georgia, shall not be construed as limiting or negating any warranty provided by law, including without limitation all warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in this Agreement are intended to modify the warranties

implied by law only to the extent that they expand the warranties applicable to the goods and services provided by Contractor.

18.2 Warranty – Nonconforming Goods. All goods delivered by Contractor to Authority shall be free from any defects in design, material, or workmanship. If any goods offered by Contractor are found to be defective in material or workmanship, or do not conform to Contractor’s warranty, Authority shall have the option of returning, repairing, or replacing the defective goods at Contractor’s expense. Payment for goods shall not constitute acceptance. Acceptance by Authority shall not relieve Contractor of or be deemed to satisfy Contractor’s warranty duties or any other obligation under the Contract.

18.3 Compliance with Federal Safety Acts. Contractor warrants and guarantees to Authority that the goods provided under this Agreement are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

18.4 Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to Authority pursuant to the terms of this Agreement shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that the concepts, materials, goods and services and Authority’s use of same and the

exercise by Authority of the rights granted by this Agreement shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by this Agreement.

18.5 Conformity with Contractual Requirements. Contractor represents and warrants that the goods and services provided in accordance with this Agreement will appear and operate in conformance with the terms and conditions of this Agreement.

18.6 Authority to Enter into Agreement. Contractor represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Authority.

18.7 Obligations Owed to Third Parties. Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Agreement are or will be fully satisfied by Contractor so that Authority will not have any obligations with respect thereto.

18.8 Title to Property. Contractor represents and warrants that title to any property assigned, conveyed or licensed to Authority is good and that transfer of title or license to Authority is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

18.9 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

18.10 Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by Authority as specified in this Agreement. All persons assigned to perform services under this Agreement shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

18.11 Use of State Vehicles. Contractor warrants that no Authority vehicles will be used by Contractor for the performance of services under this Agreement. Contractor shall be responsible for providing transportation necessary to perform all services.

18.12 Product Recall. In the event that any of the goods are found by Contractor, Authority, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or otherwise not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Contractor will promptly communicate all relevant facts to Authority and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Authority from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or

modifications at its sole expense except to any extent that Contractor and Authority otherwise shall agree.

19 SEXUAL HARASSMENT PREVENTION

The Authority promotes respect and dignity and does not tolerate sexual harassment in the workplace. The Authority is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All Authority employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the Authority maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the Authority, their customers, and other contractors of the Authority in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are on Authority premises or who regularly interact with Authority personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from Authority premises, restricted access to Authority premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by Authority.

If Contractor has employees and subcontractors that are regularly on Authority premises or who will regularly interact with Authority personnel, Contractor certifies that:

- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing

Authority premises and prior to interacting with Authority employees; and on an annual basis thereafter; and

(c) Upon request of the Authority, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LANDCARE USA LLC

_____ DATE: _____
BY: _____
ITS: _____

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

_____ DATE: _____
BY: _____
ITS: _____

EXHIBIT A

Scope and Specifications of Exterior Landscape Maintenance Services To Be Provided By Contractor

Contractor shall provide the following exterior landscape maintenance services and such additional goods and services as Contractor and Authority may agree in writing, all in strict compliance with the terms and conditions of this Agreement. All goods and services provided by Contractor under this Agreement shall comply with the specifications contained herein.

1. Contractor shall provide services for Landscape Maintenance, including but not limited to mowing, watering, fertilizing, weeding, spraying, policing, edging, mulching, re-seeding, re-sodding, irrigation, and pruning throughout the areas identified by Authority.
2. All mulch/pine straw areas will be re-mulched/strawed two (2) to four (4) inches at least twice per year with spot repairs conducted as needed.
3. Seasonal Color will be changed out two (2) times per year; plants on 10" centers except when other spacing is called for.
4. Contractor shall provide all services in a good workmanlike manner, maintaining vitality of all existing lawns and plant materials. All work shall be performed in accordance with American Landscaping Contractors Association.
5. Contractor shall provide periodic inspections of landscape areas and furnish periodic reports of conditions and remedial actions. Service report shall be turned in to Authority monthly describing services rendered, problem area(s), and corrective action(s).
6. The Contractor shall promptly correct any and all work that is deemed unsatisfactory to the Authority.
7. Contractor shall immediately report to Authority any observed deficiency that could cause damage or destruction to any plant material including any maintenance deficiencies with water supply or the irrigation systems.
8. All equipment and materials of the Contractor that are stored on site must be stored in areas designated by the Authority.
9. Operate, monitor and maintain all irrigation systems.
10. Soil samples shall be taken once per year in October and submitted to the University of Georgia Ag Services Lab. Their recommendation(s) will be followed to maintain optimum fertility and pH levels. Turf tissue samples shall be taken in June and also submitted to University of Georgia Ag Services Lab.
11. Staffing: Contractor shall have one (1) experienced gardener with vehicle on the property five (5) days a week for a minimum 40 hours per week.
12. Quality Control Program: Contractor shall provide detailed 12 month program to ensure that services will meet or exceed the requirements of the Authority. This must include all landscape functions and timing, and plan must be detailed. Plan must also include dedicated equipment for use on property, including make/model, year, hour meter (if applicable).

For services on the premises of each facility (each area), the Contractor shall perform, as a minimum, the following services: Turf Management, Shrub and Ground Cover Management, Tree Management, Flower Bed Installation and Management and Irrigation System Management.

Turf Management

MOWING: Lawn-turf shall be mowed at least once a week throughout the growing season to assure a well-manicured appearance at all times. More frequent mowings may be required during the peak growing season. Cutting height shall be adjusted according to the type of grass. Research has shown that grass clippings are beneficial to the lawn and do not promote thatch. Clippings shall be left on the lawn unless the condition of the turf and the location of the turf in the landscape warrant their removal for aesthetic reasons. Mow Hybrid Bermuda grass and Zoysia grass to a height of 1/2 to 1 inch. Only reel mowers will be used to cut Hybrid Bermuda and Zoysia grass. Contractor shall keep the grass clippings out of water features.

FERTILIZATION: Fertilizer will be applied during the growing season as needed to obtain optimum color and growth.

CHEMICAL WEED CONTROL: Pre-emergent herbicide will be applied to prevent certain seasonal weeds. A post-emergent herbicide will also be used when required.

PEST CONTROL: The turf areas shall be scouted for pests and shall be sprayed with an approved pesticide on an "as- needed" basis to assure optimum health and beauty.

EDGING AND WEED-EATING: Turf adjoining walks, paved drives, shrub beds and trees shall be kept neatly trimmed at all times.

LEAVES: Leaves and other debris shall be removed by Contractor from all turf and hardscape areas as required. Any leaves or debris blown into the water features shall be removed by the Contractor.

SOIL/TISSUE TESTING AND LIMING: A soil test shall be taken each October and turf tissue samples collected in June. Lime shall be applied as required.

AERATION: All turf areas will be core aerated at least once per year; twice per year for Centennial Olympic Park. Aeration to be done with a PTO driven, deep core aerator, pulling true vertical plugs to minimize turf damage. The aerator must be capable of pulling cores at a minimum 4" depth and minimum surface spacing of 3". All cores must be either collected and removed or scarified after aeration with all hard surfaces blown clean of any debris. All irrigation must be marked prior to aeration to avoid damage to irrigation components.

OVERSEEDING: Fescue turf shall be over-seeded for healthy turf density.

Shrub/Ground Cover Services

FERTILIZER: Fertilizer shall be applied during the growing season to assure optimum growth or flowering.

WEED CONTROL: Pre-emergent herbicide shall be applied to prevent the germination of certain seasonal bed weeds. A post-emergent herbicide shall be used on an "as-needed" basis to kill existing weeds.

PEST CONTROL: Plants shall be scouted for harmful pests and sprayed with an approved pesticide as needed. The type of pesticide used and frequency of application will depend on the plant species, time of year and type of pest.

PRUNING: Spring-flowering shrubs shall be pruned after they bloom while summer flowering shrubs shall be pruned during the growing season. Thinning shall be done instead of shearing to encourage natural re-growth and to reduce pruning requirements. Major pruning of ground covers shall be done during the dormant season, with some grooming during the growing season.

MULCHING/STRAWING: New mulch/straw shall be applied to existing mulch areas to maintain a 2-4 inch depth at least twice per year to help prevent weeds, to conserve moisture, to insulate the soil against temperature fluctuations and to enhance the appearance of planted areas. The type of mulch utilized will depend upon availability and the desire of the Authority. Spot repairs conducted at Authority's Request on an as- needed basis.

LEAVES: Leaves and other debris shall be removed from all shrub and groundcover areas.

Tree Management

FERTILIZATION: Soil Care: All trees will be fertilized a minimum of once a year using a slow-release liquid fertilizer, Boost Liquid NK 20-0-6, with additional macro and micronutrients added as needed based on soil sample analysis. A minimum of 20 samples will be taken from Centennial Olympic Park annually from the major tree groups and planting areas. All major planting groups surrounding the Georgia World Congress Center buildings, International Plaza and surrounding parking areas controlled by GWCC will be sampled a minimum of once each year. Firm must have

access to process soil samples to show all macro and micronutrient levels, soil pH and organic matter levels. All sample results will be submitted to GWCC POC (point of contact) prior to fertilization visit. Trees exhibiting visible levels of stress and those of high value (i.e., Centennial Oak, SW corner Magnolia Collection, Deodar Cedar across from College Football Hall of Fame) will receive summer soil treatments using Fortiphite 0-0-27 Potassium PolyPhosphite. Trees in limited soil volume and high stress areas will receive scheduled Root Invigoration work at the discretion of the firm's arborist in conjunction with GWCC POC. All soil care recommendations must be made by an ISA Board Certified Master Arborist.

PRUNING: All pruning shall be performed according to ANSI A300 Standards on pruning the proper equipment and technique. All pruning work shall be performed under the direction of a Board-Certified Master Arborist who also has a Tree Risk Assessment Qualification. Prompt response is required to repair tree failure, broken branches/stems from storms and other inclement weather. Dead branches larger than 2" diameter will be removed promptly when identified. All sucker growth will be removed from the lower stems and trunks of all trees when identified. All branches over walking areas shall be maintained at a minimum height of 12 feet. All branches over driving areas shall be maintained at a minimum height of 18 feet. A Board-Certified Master Arborist will perform a minimum of 1 inspection of all GWCC property quarterly to inspect trees and plan for immediate and future pruning needs. A written report will be submitted after each visit outlining the general condition of the trees on campus and outlining findings and any additional recommendations needed. Lightning Protection systems will be installed in all trees considered "significant" based on height, value and proximity to structures as identified by the GWCC POC and Board-Certified Master Arborist.

PEST/DISEASE MANAGEMENT: All recommended treatments and methods will utilize Integrated Pest Management methods as outlined in the ANSI A300 Standards. All recommendations for treatments will be made by a Board-Certified Master Arborist who also holds a current GA Pesticide Applicators License. All applications will be performed by a trained arborist holding a current GA Pesticide Applicator's License. A complete treatment program will need to be submitted to the GWCC POC at the beginning of the year to outline the recommended program and timing of treatments. Treatments should be specific to tree species and to target a specific pest or disease that is either common to that species or has been confirmed present by sample analysis. Firm needs access to diagnostic lab to submit plant samples to confirm species of pest and/or disease to ensure proper treatment. These tests should include but not be limited to testing for identification of pests such as aphids, whiteflies, scale insects (additional testing for crawler activity/viable adults), mites and borers. Root samples should be submitted as directed by the arborist to test for phytophthora root rot, black root rot and/or nematodes.

TREE INVENTORY MANAGEMENT: Firm must have access to the ArborScope Landscape Management Application. This application houses an inventory of all trees on the property larger than 2" diameter DBH (diameter at breast height). All tree pruning, soil care, pest/disease management, Cabling, Lightning Protection and Tree Removal work will be recorded by the firm in ArborScope as the services are rendered to keep an accurate record and data base of work performed on the property.

Flower Bed Installation and Management

INSTALLATION- Seasonal flowers shall be planted twice annually (spring and fall). Flowers planted in spring shall be installed the second week of May (weather permitting) and the varieties will vary. Fall flowers shall be planted the third week of October (weather permitting). All seasonal flowers shall be in 4" grow pots and shall be of the highest quality available. Perennial flowers and water plants shall be cut back to ground level once their flowering cycle expires. Approximately five percent (5%) of Perennial flowers and twelve percent (12%) annual water plants will expire annually and Contractor shall replace at no extra cost to the Authority.

MULCHING- New mulch shall be applied to beds during the spring and fall to help prevent weeds, to conserve moisture, to insulate the soil against temperature fluctuations and to enhance the appearance of planted areas. The type of mulch utilized shall depend upon availability and the desire of the client. Ensure that mulch is acceptable in appearance at all times.

WEED CONTROL- Generally chemical herbicides shall not be utilized on seasonal color beds. Only properly labeled pre-emergent herbicide shall be applied to prevent the germination of certain seasonal weeds. Occasionally post-emergent herbicide shall be used on an "as-needed" basis to kill existing weeds. Hand weeding shall be performed as necessary throughout the year.

FERTILIZATION- Ongoing fertilization of plantings shall be done to ensure intended growth characteristics. Soil samples shall be taken periodically and submitted to the Cooperative Extension Service. Their recommendations shall be followed to maintain a normal fertility and pH levels.

INSECT AND DISEASE CONTROL- Approved Pesticides and chemical treatments shall be applied throughout season to prevent insects and diseases. The Contractor shall remove diseased plants upon inspection. Contractor shall install proper soil amendments throughout season. Plantings shall be inspected routinely for insects, pests, diseases and spray applications shall be applied of selective herbicide, and pesticide and fungicide shall be applied as necessary by licensed personnel utilizing approved chemicals.

GROOMING- Grooming of plantings shall be maintained at all times. Inspect all flower beds/planter boxes for debris, fallen leaves, trash, etc. upon each visit.

IRRIGATION- To ensure appropriate vigorous growth of flowers, water manually where irrigation systems are not accessible. Monitor irrigation systems of flowerbeds. In an emergency (temporary malfunction of irrigation systems), provide hoses and sprinklers to ensure proper watering schedule continues.

IRRIGATION

The irrigation shall be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain growth, health, and vigor of all landscape plant materials.

The Contractor shall maintain a log of current station run times and provide Authority with site map.

While the system is in operation, a monthly inspection of the system will be conducted with a report submitted to the Authority. Reports are to insure proper functioning, area coverage and prevent area over spray.

The Contractor is required to employ the necessary qualified irrigation technician(s) to maintain and repair all irrigation systems on the property. The Contractor shall maintain a reasonable inventory of commonly required parts on the service vehicle in order to facilitate irrigation system repairs within 24-hours of notice to repair. (Calsense system and cisterns are used on campus.)

Irrigation repairs shall be made with the same brand, make and model of component where the use of a different part will adversely affect the system efficiency (i.e. sprinkler heads and emitters).

When a sufficient amount of rainfall has occurred, the Contractor shall monitor the irrigation systems until it is necessary to water again.

Repairs to sprinklers equipment damaged by mowers or equipment operated by the Contractor shall be the responsibility of the Contractor, at no cost to the Authority. If repair work is not accomplished in a timely manner, Authority shall have work completed and deduct loss from monthly payment.

Report and flag all water leaks and/or system malfunctions to the Authority in a timely manner as well as all costs to be incurred by the Authority.

The Contractor shall bear all cost for any and all irrigation repairs to the irrigation heads and lateral lines up to the electronic valve. Authority is responsible for the main line, wire, valve and solenoids.

PLANT MATERIAL REPLACEMENT

Plant material which dies through the fault or neglect of the Contractor or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the Authority. This must be coordinated with the Authority.

Plant material replaced by Contractor shall be warrantied by contractor for one (1) year OR for as long as the Contractor is providing exterior landscape services to GWCCA, whichever is greater.

HANDWATERING

Supplemental hand watering to be provided by Contractor to areas not covered under the irrigation system i.e. planters.

SNOW and/or DEBRIS REMOVAL

Contractor to give Authority priority in scheduling snow and/or debris removal from premises during inclement weather.

Contractor shall have sufficient staff to complete snow and/or debris removal, as not to interfere with events on campus.

EQUIPMENT

Contractor will make every effort to use electric equipment to include but not limited to string trimmers, edgers, and shears. Capabilities must include lidar, lithium-ion phosphate battery, and 240v 50 amp charger. Condition for all equipment and vehicles should be "new" or "like-new".

SCOPE AREAS

The attached map is of the entire campus of the facilities of the GWCCA, is shaded in two (2) colors to represent the areas that the scope of this RFP is concerned with. Specifically, the red-shaded areas represent the GWCC area and the yellow-shaded areas represent the Centennial Olympic Park area. The Contractor shall conduct an assessment of the Campus to verify actual area sizes.

ADDITIONAL SERVICES

Removal of brush/kudzu as requested or as needed per acre. This as an added service with a unit pricing per acre to be agreed upon by the parties.

Additional pine straw/mulch applications to areas not identified in base scope. This is an added service with a unit price per bale of straw or yard of mulch work as needed to be agreed upon by the parties.

Additional cost for mainline irrigation repairs and valve replacement.

Contractor to give Authority priority in scheduling snow/debris removal from premises during inclement weather. Please include pricing for all services available.

Contractor shall have sufficient staff to complete snow/debris removal, as not to interfere with events on campus.

LEED & SUSTAINABILITY

The operations team for the Georgia World Congress Center Authority is committed to employing practices for the care and maintenance of the grounds, site, and building exterior that have the lowest possible environmental impact in order to preserve ecological integrity, enhance diversity and protect wildlife while supporting efficient performance and integration of the building into the surrounding landscape.

As part of the Authority's enduring commitment to environmental sustainability, we expect compliance with the related requirements of the LEED for Existing Buildings: Operations and Maintenance (version 3) briefly highlighted in the areas below. Only a summary of the requirements are listed; Refer to the LEED reference guide for additional information.

Sustainable Sites, Credit 2; Building Exterior and Hardscape Management Plan: Provide monthly activity logs that demonstrate for each operational element below that

environmentally-preferred practices were used at least 20% of the time as applicable (measured by weight, volume or cost).

Maintenance: Mowers, pressure washers and other equipment used to clean and maintain the grounds will be replaced as needed with lower-impact alternatives, such as electric-powered or low-decibel blowers, or alternative approaches, such as hand raking of leaves, will be used to abate environmental impacts. Choose equipment designed to minimize or recycle waste, such as mulching mowers. Provide a list of existing equipment in use and type of new equipment purchased, when applicable.

Snow and Ice: Ice prevention, an environmentally preferable and proactive approach to deicing, entails applying a small amount of deicer to hardscapes before a storm or heavy frost. Use less environmentally disruptive deicing chemicals, such as magnesium chloride, potassium acetate, and potassium chloride, for small areas (i.e. sidewalks, entrances). Maintenance crews should test deicing chemicals to determine the most appropriate products and amounts.

Incremental Improvement: If environmentally sensitive practices are not used exclusively, demonstrate that these practices were used increasingly but overall must be at least 20% of the time (measured by weight, volume, or cost).

Sustainable Sites, Credit 3; Integrated Pest Management, Erosion Control, and Landscape Management Plan: The site's natural components will be protected by best management practices that significantly reduce harmful chemical use, energy waste, water waste, air pollution, solid waste and/or chemical runoff (i.e. gasoline, oil, antifreeze, salts) compared with conventional practices. Provide monthly activity logs that demonstrate each operational element below and that environmentally preferred practices were used at least 20% of the time (measured by weight, volume or cost).

Outdoor integrated pest management (IPM): Manage outdoor pests (plants, fungi, insects, and/or animals) in a way that protects human health and the surrounding environment and that improves economic returns through the most effective, least-risk option. This IPM calls for the use of least toxic chemical pesticides, minimum use of the chemicals, use only in targeted locations, and use only for targeted species. This requires routine inspection and monitoring. Related information will be found in *Indoor Environmental Quality, Credit 3.6, Green Cleaning - Indoor Integrated Pest Management*.

Erosion and sedimentation control: Include measures that address both site soil and potential construction and take measures that prevent erosion and sedimentation, prevent air pollution from dust or particulate matter and restore eroded areas.

Landscape waste: Utilize mulching mowers, chippers, or composting of landscaping waste as an alternative to sending to a landfill or incinerator. Quantify and estimate the extent to which each practice used reduces the amount of landscape waste delivered to landfills and provide monthly reports.

Chemical fertilizer: Minimize use of chemical fertilizers by landscaping with native or adapted plants, using organic or natural fertilizers (i.e. compost, grass clippings), and maintaining soil health to limit the need for chemical fertilizers. Only use chemical fertilizers as needed, during times of plant uptake, and/or as slow-release formulations.

Water Efficiency, Credit 1.2; Water Performance Measurement – Sub-metering Irrigation: Provide monthly reports of the continuous logging of meter readings for irrigation serving at least 80% of the irrigated landscape area on the grounds, read either through automatic electronic data logging or through manual recordings. The interval between readings must be 1 week or less; monthly readings performed by the utility are not adequate.

Water Efficiency, Credit 3; Water Efficient Landscaping: Reduce water consumption for irrigation compared with conventional means of irrigation. Use common sense techniques

such as climate-tolerant plants, efficient irrigation practices, and an appropriate maintenance schedule to reduce water used. For items under GWCC property (in red on map), complete the calculations for at least one of the three options that is provided in the LEED reference guide on an annual basis (including 2013) and submit the most suitable and that which earns the most points on the scale for LEED.

Indoor Environmental Quality, Credit 3.6: Green Cleaning – Indoor Integrated Pest Management: As referred to and in conjunction with *Sustainable Sites, Credit 3*, this credit aims to reduce building occupants' exposure to hazardous chemicals. As part of the Integrated Pest Management (IPM), minimize use of chemicals, use only in targeted locations and use only for targeted species. IPM requires routine inspection and monitoring. In case a toxic chemical needs to be utilized on the grounds, a communications strategy directed to building occupants that addresses universal notification of at least 72 hours under normal conditions or within 24 hours after application in emergency applications. Maintain a pesticide application log that indicates the type, quantity, and circumstance of any pesticides applied on the grounds and report monthly. Establish recordkeeping procedures for pest monitoring locations and actions taken to prevent or mitigate infestations and report monthly.

Contractor shall appoint a dedicated employee(s) with LEED experience to oversee the details and documentation required to meet the above credits. This employee will be granted access to LEED Online and will be expected to upload and complete all pertinent documentation related to the credit. He/she will also be expected to provide the necessary reports on a monthly basis for the previous month.

Compensation

For all services rendered by Contractor, the Authority shall pay Contractor those sums identified below, which shall be invoiced by Contractor once per month following completed delivery of the services.

Georgia World Congress Center		
Description		Monthly if applicable
Services for GWCC as described in Scope of Work (Overall Cost)	\$343,910.00 total annual	\$28,659.17
Services with Alternate Mower (list make and model)	N/A	N/A
Centennial Olympic Park		
Services for Centennial Olympic Park as described in Scope of Work	\$203,472.00 Total annual	\$16,956.00
Services with Alternate Mower (list make and model)	N/A	N/A
Additional Services		
Hand-watering (per month)	Included in SOW \$50/hr additional scope	
Brush/kudzu removal as requested or as needed (per acre)	\$60/hr, site conditions dictate per acer price	
Pine straw (per bale)	\$6.50	
Mulch (per cu. Yd.)	\$55.00	
Additional sq. ft. of turf maintenance (per sq. ft./per month)	Depends on SOW	
Additional sq. ft. of shrub and tree maintenance (per month)	Depends on SOW	
Additional sq. ft. of hard scape (per month)	Depends on SOW	
Snow and/or Debris Removal Labor Rate (per hour)	\$75.00	
Snow and/or Debris Equipment Rate (i.e., skid steer, plow, etc.) (per hour)	\$275.00	
Irrigation repair, 3' mainline	\$1,050.00	
Irrigation repair 1-2' electronic valve	\$800.00	
Winter Snow and Ice Rates		
Mobilization Fee - no equipment	\$250.00	
Mobilization Fee - with equipment	\$500.00	
Delivery for Skid Steer	\$250.00	
Skid Steer/Plow Inclusive of Operator	\$85.00	
Skid steer inclusive of Operator Premium Rate/Holiday Rate	\$125.00	
Supervisor (per hour)	\$75.00	
Supervisor Premium Rate/Holiday Rate (per hour)	\$98.00	
Crew Member (per hour)	\$50.00	
Crew Member Premium Rate/Holiday Rate (per hour)	\$98.00	
Ice Melt (per bag)	\$80 inclusive of labor	

“Annual Pricing for GWCC and Centennial Olympic Park increases starting the first month of year three 2.5% annually through year five. Additional Services and Winter Snow/Ice Rates subject to matching annual increase”.

CERTIFICATE

The undersigned hereby certifies that I hold the position of Secretary or Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: February 25, 2025.

Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT B

A form of the Resolution In Respect of HVAC Maintenance Service Agreement follows this page.
(30 Pages)

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
HVAC PREVENTIVE MAINTENANCE SERVICES AGREEMENT
WITH ABM BUILDING SOLUTIONS, LLC**

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, Centennial Olympic Park, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, Centennial Olympic Park, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, Centennial Olympic Park, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural

**RESOLUTION - HVAC PREVENTIVE MAINTENANCE SERVICES CONTRACT
GEO L SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY**

February 25, 2025

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resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority; and

WHEREAS, pursuant to an award under RFP No. GWCCA112724EC, ABM BUILDING SOLUTIONS, LLC seeks to furnish to the Authority on a contract basis HVAC Preventive Maintenance Services on terms and conditions agreed upon by the parties; and WHEREAS, the Authority apprehends that contracting for such services is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Chief Executive Officer is authorized to execute contracts related to the operation, in the ordinary course of business, of the Project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Chief Executive Officer governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement for HVAC preventive maintenance services and related equipment, goods, and services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of an agreement for such services and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 25th day of February, 2025.

**RESOLUTION - HVAC PREVENTIVE MAINTENANCE SERVICES CONTRACT
GEO L SMITH GEORGIA WORLD CONGRESS CENTER AUTHORITY**

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Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT A

[ABM HVAC Preventive Maintenance]

AGREEMENT FOR GOODS AND SERVICES BETWEEN
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
AND
ABM BUILDING SOLUTIONS, LLC

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY (the "Authority"), and ABM BUILDING SOLUTIONS, LLC, an ABM Industries Incorporated Company, whose address is 4151 Ashford Dunwoody Road, Suite 600, Atlanta, GA 30319, and whose F.E.I. Number is _____ (referred to as "Contractor").

WITNESSETH:

In consideration of the mutual agreements between the parties, the parties agree as follows:

1 ***GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR.*** Contractor shall provide all goods and services identified in Exhibit "A" and made a part hereof, and such additional goods and services as Contractor and Authority may agree in writing, in strict compliance with the terms and conditions of this Agreement. All goods and services provided by Contractor under this Agreement shall comply with the specifications contained herein.

1.1 ***PRODUCT SHIPMENT AND DELIVERY.*** All goods shall be shipped F.O.B. destination. Destination shall be the Georgia World Congress Center, 285 Andrew Young International Boulevard, N.W., Atlanta, GA 30313-1591, or such other destination as may be designated in writing by Authority. All goods furnished under this Agreement shall be at Contractor's risk until they have been delivered to and accepted by Authority. All goods furnished under this Agreement shall be subject to inspection by Authority upon delivery. Latent damage

and defects shall remain the responsibility of Contractor to remedy at no cost to Authority, regardless of when the latent damage or defects are discovered.

1.2 ***NON-EXCLUSIVE RIGHTS.*** This Agreement is not exclusive. Authority reserves the right to select other contractors to provide goods and services identical or similar to those goods and services described in this Agreement.

1.3 ***PRIORITY OF CONTRACT PROVISIONS.*** Any contract terms or conditions included on Contractor's forms and invoices shall be null and void.

2 *COMPENSATION.*

2.1 For all goods furnished and services rendered by Contractor, the Authority shall pay Contractor those sums identified in Exhibit "A" attached hereto, which shall be invoiced by Contractor once per month following completed delivery of the goods and services.

2.2 Contractor shall bill Authority on invoice forms with such additional forms as Authority may require. Contractor shall bill Authority and receive payment only for goods and services authorized in this Agreement and only for goods and services actually provided. Additional Compensation for phone consultation, planning, record keeping, collateral work and travel time is not allowed except as expressly authorized in advance in writing by Authority. Other than payment of the fees expressly identified herein, Authority will not be responsible to reimburse Contractor for any costs which Contractor incurs performing its duties under this Agreement. The Authority shall not be responsible to pay Contractor for any goods or services other than those expressly identified herein.

2.3 Invoices which are complete in accordance with instructions issued by Authority received by Authority within five (5) calendar days after the end of the month shall be processed and paid no later than thirty (30) calendar days after the date invoiced. Those invoices received later shall be processed and paid with the next month's invoices. Incomplete, incorrect, or disputed invoices shall be returned to Contractor for corrective action.

2.4 Contractor shall not charge or otherwise receive compensation from any third party, including any third party incidentally benefiting from or otherwise utilizing Contractor's goods or services or any other work product under this Agreement. Rather, for goods and services provided or work product generated under this Agreement Contractor shall receive only the Compensation identified in this Agreement, and nothing else from any source.

2.5 Payment under this Agreement is conditioned upon Contractor's compliance with all the terms of this Agreement. Payment may be deferred until such requirements are satisfied or may be reduced or denied if such requirements are not satisfied.

2.6 If Authority in good faith determines that Contractor has failed to perform or delivery any goods or services as required under this Agreement, then Contractor shall not be entitled to any compensation under this Agreement unless and until such goods or services conform to this Agreement. In the event of such failure, Authority may withhold that portion of Contractor's compensation which represents payment for non-conforming goods or services. To the extent that Contractor's failure causes Authority to incur costs, Authority may deduct the amount of such incurred costs from any amounts otherwise payable to Contractor. Authority's right under this provision to deduct such incurred costs shall not in any way affect Authority's right to terminate this Agreement.

2.7 In the event that Contractor owes to Authority any sums, then Authority may set off the sums owed to Authority by Contractor.

3 LIMITATION. The monetary obligation of the Authority under this Agreement is limited to the Compensation identified in Article 2 and may not under any circumstances exceed those amounts.

4 REPRESENTATIVES. Contractor shall direct all matters regarding this Agreement to:

Erle Coleman
Director of Supply Chain Purchasing
Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Boulevard
Atlanta, Georgia 30313

5 CONTRACT PERIOD. The period of this Agreement shall begin on the date hereof, and shall expire on June 30, 2026 (“Expiration Date”), provided that the Authority may elect unilaterally to extend the Expiration Date by one (1) renewal term of one (1) year by giving written notice to Contractor not later than May 1, 2026. All goods, services and work product are due not later than the Expiration Date.

6 TERMINATION OF CONTRACT. This Agreement may be terminated by the Authority with or without cause prior to the expiration of its term. Additionally, Contractor may terminate this Agreement at any time and without cause or penalty upon thirty (30) days’ prior written notice. If this Agreement is terminated prior to the expiration of its term, the Authority shall pay the Contractor pro rata only for goods and services already provided.

7 APPLICABLE STANDARDS.

7.1 The Contractor's goods and services under this Agreement shall comply with all applicable laws, ordinances, rules, regulations, licensure requirements, procedures and standards established by any federal, state or local government instrumentality.

7.2 In addition, Contractor shall comply with such additional standards governing services provided under this Agreement as may be established by the Authority.

8 *NONDISCRIMINATION.*

Contractor shall provide all goods and services hereunder without discrimination, consistent with applicable law.

9 *LICENSES, STANDARDS AND QUALIFICATIONS.*

9.1 Contractor and each employee and independent contractor assigned by Contractor to this Agreement shall (1) meet applicable statutes and regulations, standards and policies of agencies governing the funding or approval of services provided under this Agreement and (2) shall hold all licenses, registrations, and other permits that are required by this Agreement or by law to be obtained by the Contractor for itself and for or by employees or independent contractors of Contractor engaged in the performance of services under this Agreement necessary for the performance of such services. Copies of such licenses, registrations, and permits shall be made available to the Authority upon request by the Authority.

9.2 Notwithstanding any reference in this Agreement to independent contractors of Contractor performing services under this Agreement, Contractor shall not be authorized to assign to the provision of services under this Agreement any independent contractor without the prior written approval of the Authority, which may be granted or withheld in the Authority's sole and

absolute discretion. Contractor shall provide to the Authority written notice of (1) any notice received by Contractor of any investigation, proposed disciplinary or other regulatory actions, or imposition of any disciplinary or other regulatory actions against Contractor in the performance of service under this Agreement or with respect to services rendered under any professional license or registration or permit held by Contractor; and (2) any claim, regardless of by whom made, of professional error or omission or the violation of this Agreement, with respect to any services under this Agreement; and (3) any information, indictment, or charge of the violation of the criminal laws of the United States or of any State against Contractor.

9.3 Contractor, its employees, subcontractors, and other agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation all such laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors and contractors. Contractor, its employees, subcontractors and other agents also comply with all applicable federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. Contractor and Contractor's employees, subcontractors and other agents shall also comply with all state and Authority policies and procedures in effect during Contractor's performance under this Agreement, including but not limited to Authority policies and procedures in respect of personnel conduct, security, safety, confidentiality, and ethics.

10 *INDEPENDENT CONTRACTOR RELATIONSHIP.*

10.1 Contractor is an independent contractor. Contractor is not a partner, joint venturer, agent or servant of the Authority.

10.2 This Agreement shall be binding upon Contractor.

11 *SOLE AGREEMENT.*

11.1 This Agreement constitutes the sole agreement among the parties relating to the subject matter described in this Agreement. No promises or representations, oral or written, not incorporated herein shall be binding upon the parties.

11.2 No modification of this Agreement will be effective unless such modification shall have been made in writing, signed by all parties, and designated as an amendment clearly referring to this document. To the extent that any provisions in Exhibit "A" are inconsistent with the terms and conditions in Articles 1 through 19 of this Agreement, the terms and conditions in Articles 1 through 19 of this Agreement shall control.

12 *GEORGIA LAW GOVERNS.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

13 *VENUE.* For the purposes of venue, all actions arising out of or in connection with this Agreement, other than those for which a federal court is the court of exclusive original jurisdiction, may be brought in the courts of Fulton County, Georgia, having subject matter jurisdiction.

14 *INSURANCE.* During the term of this Agreement, the Contractor shall procure and maintain the following insurance. Each contract of insurance shall designate the Contractor as named insureds and the Authority as additional insureds; shall provide that the policy will not be cancelled or non-renewed except upon thirty (30) days prior written notice to the Authority; and shall be issued by an insurance company licensed to do business in the State of Georgia in such form as the Authority may approve.

14.1 Comprehensive Commercial General Liability Insurance, with contractual liability coverage, on an occurrence basis with minimum limits of liability of not less than Three Million Dollars (\$3,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the general aggregate.

14.2 Automobile Liability Insurance with minimum limits of liability of not less than Three Million Dollars (\$3,000,000.00) combined single limit per occurrence.

14.3 Workers' Compensation Insurance covering all persons employed, directly or indirectly, by Contractor in connection with any work or operations performed by Contractor in the Premises.

14.4 Contractor acknowledges that Contractor is not covered by the Authority's liability insurance program, the Authority's workers' compensation insurance coverage (for Contractor or any of Contractor's employees), any property damage insurance maintained by the Authority for its property, health insurance (for Contractor or any of Contractor's employees), or any other insurance or benefit program for Contractor, its employees, or its property.

15 ***INDEMNIFICATION***

15.1 Contractor's Indemnification Obligation. Contractor agrees to indemnify and hold harmless Authority, the State of Georgia, and all of Authority and State of Georgia's officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by their respective attorneys, but only to the extent caused by:

- (i) Any breach of this Agreement;

(ii) Any negligent, intentional or wrongful act or omission of Contractor or any employee, subcontractor or any other agent utilized or employed by Contractor;

(iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under this Agreement;

(iv) The negligence or fault of Contractor in design, testing, development, manufacture, or otherwise with respect to any goods or parts thereof provided under this Agreement;

(v) Claims, demands, or civil actions which, with respect to any goods or parts thereof provided under this Agreement, allege product liability, strict product liability, or any variation thereof;

(vi) Contractor's negligent performance or attempted performance of this Agreement, including any employee, subcontractor, or any other agent utilized or employed by Contractor;

(vii) Any failure by Contractor to comply with the requirements of Section 9.3 of this Agreement;

(viii) Any failure by Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees and costs required by Contractor to conduct business in the State of Georgia and the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by Contractor to adhere to the confidentiality provisions of this Agreement.

15.2 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this Indemnification is covered by the State of Georgia Tort Claims Fund (“the Fund”), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and laws of the State and the terms of the Fund, Contractor, for itself and its insurers, waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder.

15.3 Litigation and Settlements. Contractor shall, at its own expense, be entitled to and has a duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

16 PROPRIETARY RIGHTS IN WORK PRODUCT AND CONFIDENTIALITY.

16.1 Work Product is Public Record of Authority. Under O.C.G.A. §50-18-102, all work product of Contractor under this Agreement is a public record of the Authority.

16.2 Confidentiality.

16.2.1 With respect to the Authority's Proprietary Information (as defined below), the Contractor agrees that it shall secure and keep such Proprietary Information confidential and:

(i) Shall protect and safeguard the Proprietary Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event use less than reasonable care;

(ii) Restrict disclosure to those of the Contractor's Affiliates, and the Contractor's and its Affiliates' respective officers and employees who clearly have a need-to-know such Proprietary Information, and then only to the extent of such need-to-know, and only in furtherance of the specific purposes of this Agreement;

(iii) Use such Proprietary Information only for the purposes of performing services under this Agreement, and not disclose such Proprietary Information other than as set forth above unless the Authority shall have expressly authorized in writing such disclosure; and

(iv) Not use any Proprietary Information to compete or obtain any competitive or other advantage with respect to the Authority either for Contractor's own benefit or for the benefit of another.

(v) Notwithstanding the foregoing, the Contractor shall be entitled to release Proprietary Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in the case of

release pursuant to this Section, the Contractor shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Authority with sufficient advance notice to permit the Authority to seek a protective order or other order protecting its Proprietary Information from disclosure.

16.2.2 All Proprietary Information, including that which is contained in written and electronic files, letters, memoranda, reports, records, data, sketches, drawings, notebooks, program listings, or other written, photographic, or other tangible, intangible, or other materials, or which shall come into a Contractor's custody or possession, is and at all times shall be the exclusive property of the Authority and/or its licensors, to be used by the Contractor only for the purposes expressly contemplated by this Agreement.

16.2.3 The Contractor shall not acquire hereunder any right whatsoever to any Proprietary Information, including without limitation any right or license of any patent, trademark, copyright, trade secret, moral right or any other right now or later recognized by any law or regulation of any jurisdiction (collectively, "Intellectual Property Rights") as a result of or in connection with any disclosure hereunder. Accordingly, nothing in this Agreement is intended or shall be construed as a transfer, grant, license, release or waiver of any Intellectual Property Rights in any Proprietary Information.

16.2.4 "Proprietary Information" means all information and know-how, regardless of whether or not in writing, of a private, secret or confidential nature that relates to the business, technical or financial affairs of the Authority, its subsidiaries, affiliates, licensors, customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Contractor or which becomes known to the Contractor, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating

its proprietary nature. Proprietary Information includes, by way of illustration and not limitation, all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, inventions and developments, products, formulas, designs, prototypes, methods, techniques, processes, procedures, computer programs and software (whether as source code or object code), documentation, technologies, plans, vendor information, customer information, personnel information, research, and reports, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. Proprietary Information shall further include any such information, materials, tangible or intangible property of customers of, suppliers to or any other third party with whom the Authority does or considers doing business and who may have disclosed or entrusted such information to the Contractor pursuant to or in furtherance of the discussions and exchanges under this Agreement. Proprietary Information shall not include information that: (1) has become public knowledge through legal means without fault by the Contractor, (2) is already public knowledge prior to the the Authority's disclosure of the same to the Contractor, (3) is known to the Contractor prior to the Authority's disclosure of the same pursuant to this Agreement, or (4) is independently developed by the Contractor without reference to or use of the Proprietary Information.

16.2.5 At the request of the Authority or upon termination of this Agreement, the Contractor shall promptly destroy all of its copies of such Proprietary Information or return the same to Authority, and in either case shall, within thirty (30) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the Contractor shall not retain any copies thereof.

16.2.6 Nothing in this Agreement shall be deemed to obligate either Party to disclose any Proprietary Information to the other, or to accept any Proprietary Information of the other.

16.2.7 Contractor acknowledges the insufficiency of money damages as a remedy for any breach of this Agreement by Contractor, and that any such breach would cause the Authority irreparable harm. Accordingly, the Authority, as the case may be, in addition to any other remedies available at law, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Contractor further agrees to waive the securing or posting of any bond in connection with such remedy.

17 STATUTORY REPRESENTATION.

Contractor hereby certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

18 WARRANTIES

18.1 Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by Contractor and subcontractors of Contractor, whether or not the Agreement specifically denominates Contractor's and subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State of Georgia, shall not be construed as limiting or negating any warranty provided by law, including without limitation all warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in this Agreement are intended to modify the warranties

implied by law only to the extent that they expand the warranties applicable to the goods and services provided by Contractor.

18.2 Warranty – Nonconforming Goods. All goods delivered by Contractor to Authority shall be free from any defects in design, material, or workmanship. If any goods offered by Contractor are found to be defective in material or workmanship, or do not conform to Contractor’s warranty, Authority shall have the option of returning, repairing, or replacing the defective goods at Contractor’s expense. Payment for goods shall not constitute acceptance. Acceptance by Authority shall not relieve Contractor of or be deemed to satisfy Contractor’s warranty duties or any other obligation under the Contract. Notwithstanding the foregoing, with regard to equipment and goods manufactured by third parties, Contractor’s sole obligations with regard to defects shall be to extend to Authority the benefits of any warranty Contractor has received from the manufacturer and to act on behalf of the Authority for purposes of processing any warranty claims against applicable manufacturers within a reasonable timeframe. Such obligation includes only administrative processing and not enforcement or litigation and Contractor shall not be liable for the failure of any third party manufacturer warranties for any reason.

18.3 Compliance with Federal Safety Acts. Contractor warrants and guarantees to Authority that the goods provided under this Agreement are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

18.4 Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to Authority pursuant to the terms of this Agreement shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that the concepts, materials, goods and services and Authority's use of same and the exercise by Authority of the rights granted by this Agreement shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by this Agreement.

18.5 Conformity with Contractual Requirements. Contractor represents and warrants that the goods and services provided in accordance with this Agreement will appear and operate in conformance with the terms and conditions of this Agreement.

18.6 Authority to Enter into Agreement. Contractor represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Authority.

18.7 Obligations Owed to Third Parties. Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by

Contractor pursuant to the Agreement are or will be fully satisfied by Contractor so that Authority will not have any obligations with respect thereto.

18.8 Title to Property. Contractor represents and warrants that title to any property assigned, conveyed or licensed to Authority is good and that transfer of title or license to Authority is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

18.9 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

18.10 Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by Authority as specified in this Agreement. All persons assigned to perform services under this Agreement shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

18.11 Use of State Vehicles. Contractor warrants that no Authority vehicles will be used by Contractor for the performance of services under this Agreement. Contractor shall be responsible for providing transportation necessary to perform all services.

18.12 Product Recall. In the event that any of the goods are found by Contractor, Authority, any governmental agency, or court having jurisdiction to contain a defect, serious

quality or performance deficiency, or otherwise not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Contractor will promptly communicate all relevant facts to Authority and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Authority from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that Contractor and Authority otherwise shall agree.

19 *SEXUAL HARASSMENT PREVENTION*

The Authority promotes respect and dignity and does not tolerate sexual harassment in the workplace. The Authority is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All Authority employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the Authority maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the Authority, their customers, and other contractors of the Authority in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are on Authority premises or who regularly interact with Authority personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from Authority premises, restricted access to Authority premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by Authority.

If Contractor has employees and subcontractors that are regularly on Authority premises or who will regularly interact with Authority personnel, Contractor certifies that:

- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing

Authority premises and prior to interacting with Authority employees; and on an annual basis thereafter; and

(c) Upon request of the Authority, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

20. PAYMENT AND PERFORMANCE BONDS

Contractor shall provide payment and performance bonds from such approved surety and of the types, for such penal sums, and subject to such terms and conditions as required by Authority, including obligee endorsements, and otherwise in such form as provided in Exhibit B attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ABM BUILDING SOLUTIONS, LLC, an ABM INDUSTRIES INCORPORATED COMPANY

DATE: _____
BY: _____
ITS: _____

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

DATE: _____
BY: _____

ITS: _____

EXHIBIT A

For all goods furnished and services rendered by Contractor under this Agreement, the Authority shall pay Contractor the aggregate sum of \$415,140 per year, which shall be invoiced by Contractor at a rate of \$34,595 payable per month following completion for the preceding month of Contractor's work product, goods and services due under this Agreement.

Preventative Maintenance for HVAC Equipment

The Contractor shall provide all labor, materials, tools, and expertise to perform preventative maintenance (PM) for 97 PIUs and 245 combined RTUs, AHUs, and PAHUs. This work shall follow a schedule established by the Authority. The Authority will supply the following resources to support the Contractor's activities:

- A detailed list of equipment, including PM and filter change frequencies, as well as general location information.
- A comprehensive filter and belt inventory (where applicable), detailing sizes and quantities.

The Contractor is expected to execute the services professionally, ensuring the operational efficiency and reliability of the equipment.

Tasks to be Performed

The tasks will be divided into the following categories:

1. Regularly Scheduled Maintenance (Preventative Maintenance):

- Perform PM activities to ensure equipment is functioning efficiently and in accordance with manufacturer specifications.

2. Documentation and Reporting:

- Record all maintenance activities, including time spent, and report any deficiencies detected during PM operations to the Authority.

PIU Preventative Maintenance Tasks

The following tasks shall be performed to maintain PIUs:

- **System Operation Check:** Verify proper operation through the Building Automation System (BAS).
- **Filter Replacement:** Perform annual replacement of filters as specified.
- **Log Sheets:** Accurately fill out and maintain PM log sheets for record-keeping and compliance purposes.

RTU, AHU, and PAHU Preventative Maintenance Tasks

For RTUs, AHUs, and PAHUs, the Contractor shall:

- **Filter Replacement:** Regularly replace filters based on the provided schedule.

- **Condensate Drain Inspection:** Ensure condensate drains are clear and draining properly, clearing any blockages as necessary.
- **Coil and Component Cleaning:** Clean coils, fan impellers, blades, and electrical contacts to ensure optimal performance.
- **Alignment Checks:** Align belt drives, drive couplings, and air fins to maintain efficient operation.
- **Control Calibration:** Calibrate safety controls, temperature sensors, and pressure controls.
- **Tightening:** Secure electrical connections, mounting bolts, and pipe clamps.
- **Belt Adjustment and Replacement:** Adjust belt tension and replace belts as needed.
- **Lubrication:** Lubricate motors, bearings, valve stems, dampers, and fan linkages using manufacturer-recommended lubricants.
- **Sequence of Operation Check:** Verify proper operation sequence via BAS or manual operation as required.
- **Exterior Inspection:** Inspect unit exteriors for physical damage and ensure door latches are secure.
- **Log Sheets:** Document all tasks performed using PM log sheets specific to the equipment.

Filter Requirements

- **Specifications:** Filters must meet MERV 13 standards to maintain GWCCA's Gold LEED certification.
- **Fit and Seal:** Filters must fit securely in the filter track with no air bypass or gaps.
- **Frame Integrity:** Filter frames shall be sized to cover the entire cross-section of the unit, preventing blow-by and ensuring a proper seal.
- **Filter Supply and Replacement:** The contractor shall supply, install, and regularly replace filters according to the agreed schedule.
- **Disposal:** Used filters must be disposed of in dumpsters provided by the Authority.

Recording and Reporting

To ensure transparency and accountability, the Contractor shall:

Record all work performed, including labor hours, in the Authority's work order (W/O) system on a weekly basis.

Report any deficiencies detected during PM activities in the W/O system, detailing the nature and extent of the issues.

Use Authority-provided equipment and login credentials to access the W/O system.

Allow the Authority-assigned POC to coordinate necessary follow-up actions for repair or corrective work.

Expectations

Work Coordination and Logistics

- An Authority-assigned POC will coordinate work schedules, logistics, and Contractor parking. Contractor shall adhere to FDC and fire egress regulations at all times.
- The Contractor must have the capacity to perform work during irregular hours to accommodate event schedules, board meetings, or other operational requirements.

Personnel and Safety Requirements

- The Contractor must provide a full-time, on-site POC or supervisor to oversee work while it is being performed.
- All work must be executed by skilled professionals trained in HVAC maintenance, adhering to the highest standards of safety.
- Tasks requiring de-energization of equipment must involve proper lock-out/tag-out (LOTO) procedures. If work necessitates energized inspections, the contractor must provide an approved action plan to the Authority prior to commencing such work.

Tools and Equipment

- The Contractor shall supply all necessary tools, equipment, aerial lifts, and materials to perform the required services.

Performance and Compliance

- Contractor performance will be monitored regularly by Authority personnel. Non-compliance or unsatisfactory performance will result in corrective action, up to and including termination of the contract.
- The Contractor must exercise due diligence to ensure all work is thorough, complete, and meets contractual obligations.

Facility Oversight

- Authority personnel or an assigned POC will inspect work to ensure compliance with the contract.
- Any deficiencies identified during inspections will be documented and reported to Procurement and Contract Services (PCS) for resolution.
- Follow-up actions for unresolved deficiencies may include penalties or corrective measures as outlined in the contract.

The contractor is expected to operate professionally and collaboratively, ensuring seamless operations and the ongoing functionality of Authority's HVAC systems.

EXHIBIT B

[insert form of Payment Bond and Performance Bond here]

CERTIFICATE

The undersigned hereby certifies that I hold the position of Secretary or Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: February 25, 2025.

Alisha King, Assistant Secretary

{Authority Seal}