

**PROFESSIONAL SERVICES AGREEMENT
LANDSCAPE MAINTENANCE SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and **KITSON’S LANDSCAPING, LLC**, 7192 Center Street, Lithonia, Georgia 30058 (“Contractor”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing; and parks and sports fields maintenance services.

WHEREAS, Contractor submitted a response to the City’s Request for Proposal No. 2022-07 for parks and Landscape Maintenance Services, which was selected by the City as the most responsive;

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall be for one (1) year, commencing on _____, 2022 (“Effective Date”) and terminating on _____, 2023 (“Initial Term”). The City shall have the option to renew the Agreement for additional four (4) one (1) year terms with the same terms and conditions at the end of the Initial Term, and any additional renewal terms, not to exceed five (5) years from the Effective Date. At the end of each term, the City may at its discretion, exercise the renewal option with a written notice thirty (30) days prior to the expiration of each term, unless otherwise terminated pursuant to the terms herein. The

Agreement shall end absolutely without any further obligation on the part of the City at the end of each term.

4. RELATIONSHIP OF THE PARTIES.

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. WARRANTY ON SERVICES RENDERED. The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

6. TERMINATION FOR DEFAULT.

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in

subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the “WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, subcontractors, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, subcontractors, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
 - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may

include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

14. WORK ON THE CITY'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

15. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

16. CONFIDENTIAL INFORMATION. Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

17. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

18. ATTORNEYS' FEES. The Contractor shall pay reasonable attorneys' fees to the City should the City be required to incur attorneys' fees in enforcing the provisions of this Agreement.

19. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

20. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:	With copies to:
City Manager	City Attorney
City of Stonecrest	Fincher Denmark, LLC
3120 Stonecrest Blvd.	100 Hartsfield Centre Pkwy, Ste. 400
Stonecrest, Georgia 30038	Atlanta, Georgia 30354
Email: jallenjackson@stonecrestga.gov	Email: wdenmark@fincherdenmark.com

If to the Contractor:

Gilbert Atkinson
7192 Center Street
Lithonia, GA 30058
service@kitsonlandscaping.com

21. NON-WAIVER. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

23. INTERPRETATION. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

- 24. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- 26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
- 27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY: _____

TITLE: _____

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

APPROVED AS TO FORM: _____

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR,

BY (sign here): _____
Name (print): _____
Title: _____

[Corporate Seal]

ATTEST (sign here): _____
Name (print): _____
Title: _____
DATE: _____

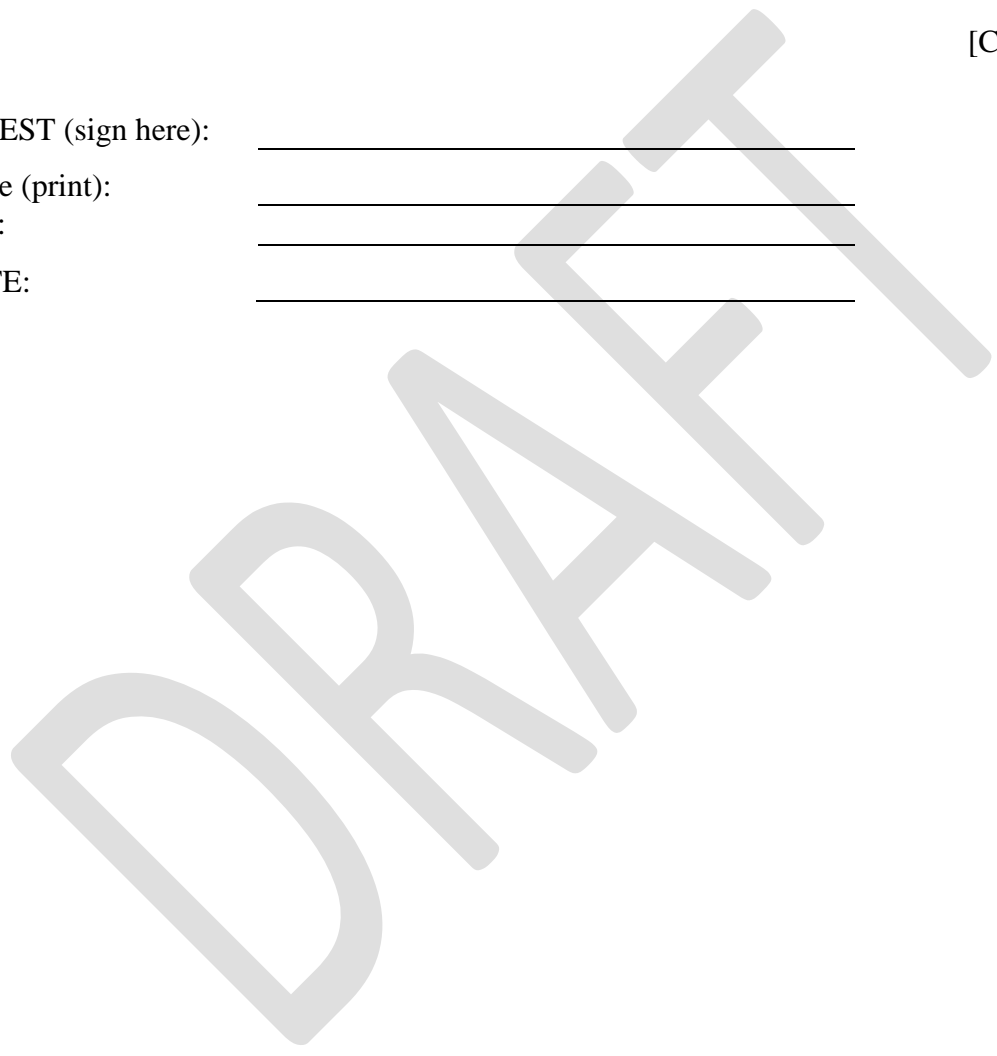


EXHIBIT A
SERVICES/ SCOPE OF WORK

SCOPE OF SERVICES

3.0 The scope of services consists of providing mowing, edging, trimming, maintenance of shrubs, hedges, and annual and perennial plants, fertilizing, chemical and mechanical weed control, irrigation maintenance, pest control, sports turf/baseball fields maintenance, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.

- 1) The Contractor shall provide a minimum of two (2) dedicated crews of three (3), or an acceptable number of professional staff that can complete the tasks set forth in this bid. Adequate personnel must always be provided to allow all personnel to work in a safe manner.
- 2) The Contractor shall provide dependable equipment, supplies, tools, and materials necessary to perform complete landscaping and sports fields maintenance.
- 3) Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, cleaning solvents and any other materials required to properly maintain the parks.
- 4) All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.
- 5) If any question arises about disposal, it will be the contractor responsibility to notify the City for instructions.
- 6) Provide sports field maintenance services to include but not limited to mowing, trimming of the fields and the surrounding areas.
- 7) At each city park the contractor shall inspect on a monthly basis for poison ivy and treat as necessary and keep all weeds and debris clear of the fence lines and bleachers.
- 8) The Contractor shall provide a weekly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

4.0 TURF MAINTENANCE

Provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification limited to, pre-emergent

weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices. The Contractor shall provide the materials, equipment, and labor to perform all applications.

4.1 **SEVEN POINT CHEMICAL PROGRAM**

- 1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer
- 2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.
- 3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate
- 4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate.
- 5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate.
- 6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.
- 7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded. Provide and treat all grass athletic fields for fire ants twice per year in the spring, summer and as needed during the warmer months.
- The Contractor will ensure chemical program is developed and monitored by a Georgia Department of Agriculture licensed fertilizer and pesticide applicator.
- Conduct soil testing on each sports field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

4.2 **TURF MOWING**

- 1) Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- 2) Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- 3) Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid

unsightly growth at the base. Care is always to be taken when operating around fixtures to prevent damage to them.

- 4) Mowing (Warm Season Bermuda grass): During the warm weather growing season, Bermuda grass shall be maintained at a height of 1 ½" to 2". All clippings and thatch shall be removed from the turf area. During the growing season, grass shall be cut weekly or as weather conditions dictate.
- 5) Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

4.3 TURF EDGING

- 1) Edging and trimming along curbs, walks, bed edges and tree rings shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season.
- 2) Mow strips shall be treated with a non-selective herbicide as needed.
- 3) Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- 4) Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

4.4 Turf Fertilization & Weed Control:

- 1) Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
- 2) All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

4.5 Aerating:

- 1) Perform core aeration of all grass athletic fields three times per year in May, July, and October. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration.
- 2) Perform aeration when the turf is actively growing and not under stress.

- 3) Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).
- 4) Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.
- 5) Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

4.6 **Top Dressing:**

- 1) After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface.
- 2) Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

4.7 **Verticutting:**

- 1) Provide de-thatching as needed within a comprehensive sport field maintenance schedule/program.

5.0 **LANDSCAPE SERVICES**

- 1) The Contractor is responsible for providing mowing, edging, trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, pest control, mulching, debris removal, and general maintenance of the City own properties, meeting the Performance Standards established in this solicitation.
- 2) Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- 3) Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.
- 4) The Contractor will be responsible for replacing any flowers, shrubbery, or trees damaged or killed by mowers, metal-blade edgers, trimmers or pesticide applications.
- 5) Plant 10 annual flower beds twice a year. It will take approximately 20 flats with 6" containers.

5.1 **Parking Lots:**

- 1) The Parking Lots/Areas shall be inspected daily for debris, damage, and

safety issues caused by fallen plant life or downed trees. Dispose of all debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

- 2) Parking lot shall be blown weekly
- 3) Any Parking Lot islands must have the mulch refreshed at least twice a year to maintain a neat appearance. The contractor shall apply two to three inches of mulch. The contractor will provide and install the mulch as part of this scope of work.
- 4) The islands must be kept weed and grass free using a recommended weed control or by weeding by hand. Pruning of the trees and shrubs shall be done in January. In the parking lot, vegetation will be cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

5.2 **Other Services:**

- 1) **Spring Clean-Up** shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.
- 2) **Fall Clean-Up** shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.
- 3) **Beautification** (baseline maintenance/park reset) of all of the city owned parks shall be performed and included in pricing. The beautification of the parks will consist of a comprehensive clean-up of debris, leaf removal from all flower beds, turning flower beds, mowing, trimming shrubbery, pruning trees, weed removal, etc. This "kick-off" service will reset the parks to a presentable state and will serve as the baseline for future services and treatments.
- 4) The City reserves the right to add other locations and/or services as needed. New and unforeseen services will be identified as additional services when determined by the city that such work is not covered by these specifications. Upon notification that additional services will be required, the Contractor shall submit an itemized, written bid for such work to the City.

6.0 TREE AND SHRUB, & FLOWER MAINTENANCE

- 1) All plant and tree material are to be pruned in a manner to provide a neat natural appearance.
- 2) Water all flowers and shrubs 2 to 3 times per week throughout the year.
- 3) Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing, corrective, and selective pruning techniques are left to the discretion of the Contractor.
- 4) Limbs that are below 15' from ground level shall be removed with prior written authorization.
- 5) Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- 6) Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height.
- 7) Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed.
- 8) All plant material will be fertilized with a balanced slow-release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
- 9) The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- 10) Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.
- 11) All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
- 12) All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

- 13) The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate quote prior to the removal of fallen tree(s)

7.0 GROUND COVER AND BEDS

- 1) Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- 2) All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.
- 3) Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.
- 4) Debris shall be removed during maintenance visits in order to ensure a neat appearance.
- 5) Soil surfaces shall be raked smooth and cultivated regularly.
- 6) Vines shall be trimmed neatly against supporting structures and kept within bounds.
- 7) Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- 8) Sign faces and windows shall be kept clear of encroaching growth.
- 9) Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a bid for replacement shall be submitted and approved by the City prior to replacement.
- 10) Mulching: The Contractor shall provide and maintain a minimum of 3" of coarse organic mulch at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch.
- 11) Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

8.0 EXTERIOR COLOR

- 1) Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer

to promote lushness and colorful displays.

- 2) The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- 3) It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- 4) Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.
- 5) Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two to three times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.
- 6) Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

9.0 TRAIL AND TRAILHEAD

- 1) The trailhead shall be maintained to facilitate a clean, safe, and assessable greenspace within the City. Dispose of all trash and debris in the dumpsters weekly and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.
- 2) The paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

The locations covered under this contract include the following, other locations may be added in the future:

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf
Browns Mill Park Complex & Aquatic Center	5099 Browns Mill Road	10.78	3.93	6.85
Southeast Athletic Complex	5845 Hillvale Road	36.51	11.05	25.46
Salem Park	5290 Salem Road	3.34	3.34	

Gregory Moseley Park	5600 Miller Grove Road	1	1.0	
Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
“New” Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	1.5	
Everett Park	5106 Klondike Road	84.6	84.6	
Panola Shoals	4432 Panola Road (Snapfinger)	10.5	10.5	
Sam’s Club	2994 TURNER HILL RD	3	1	
	Total Acreage	156.49	118.82	35.67

DRAFT

EXHIBIT B
COST PROPOSAL
(ATTACHED)

DRAFT

Landscape Maintenance Services

KITSON'S COST PROPOSAL FORM

Item No.	Facility	Landscape Maintenance (Mowing, blowing, edging, trimming all grass areas. Trimming shrubs, trees (below 15'), and plant life. Includes herbicide and pesticide treatment as needed)	Fertilization & Weed Control	Mulching	Aeration 4 times per year	Park Reset (Beautification)	Spring Clean-up	Fall Clean-up	Total Annual Cost
		Year Round	See Scope	See Scope		See Scope	See Scope	See Scope	
1	Browns Mill Park Complex & Aquatic Center	24,430.00	\$ 10,800.00	\$ 7,600.00	\$ 6,200.00	\$ 15,500.00	\$ 8,950.00	\$ 8,950.00	\$ 82,430.00
2	Southeast Athletic Complex	24,430.00	\$ 10,800.00	\$ 7,600.00	\$ 6,200.00	\$ 15,500.00	\$ 8,950.00	\$ 8,950.00	\$ 82,430.00
3	Salem Park	9,800.00	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 2,200.00	\$ 8,800.00	\$ 8,800.00	\$ 36,700.00
4	Gregory Moseley Park	8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 2,200.00	\$ 6,200.00	\$ 62.00	\$ 23,062.00
5	Fairington Pk.	24,430.00	\$ 10,800.00	\$ 7,600.00	\$ 6,200.00	\$ 15,500.00	\$ 8,950.00	\$ 8,950.00	\$ 82,430.00
6	New Fairington Park	8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 2,200.00	\$ 6,200.00	\$ 6,200.00	\$ 29,200.00
7	Panola Shoals	8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 2,200.00	\$ 6,200.00	\$ 6,200.00	\$ 29,200.00
8	Sam's Club	8,200.00	\$ 1,800.00	\$ 2,800.00	\$ 1,800.00	\$ 1,500.00	\$ 6,200.00	\$ 6,200.00	\$ 28,500.00
12									\$ -
13									\$ -
14									\$ -
		\$ 115,890.00	\$ 42,400.00	\$ 36,800.00	\$ 27,300.00	\$ 56,800.00	\$ 60,450.00	\$ 54,312.00	\$ 393,952.00

Company Name: Kitson's Landscaping Service, LLC

Company Authorized Official: (print name) Gilbert Atkinson

Authorized Official Signature: 

Date: 8/8/2022

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

EXHIBIT C
RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

EXHIBIT D

DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: _____

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

EXHIBIT E
PURCHASING POLICY ADDENDUM

I, _____, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS ____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

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