



## CITY OF STONECREST, GEORGIA

### SPECIAL CALLED COUNCIL MEETING – AGENDA

3120 Stonecrest Blvd., Stonecrest, GA 30038

Monday, September 12, 2022 at 6:00 PM

*Mayor Jazzmin Cobble*

*Council Member Tara Graves - District 1      Council Member Rob Turner - District 2*

*District 3 - Vacant      Mayor Pro Tem George Turner - District 4*

*Council Member Tammy Grimes - District 5*

**Citizen Access:** [Stonecrest YouTube Live Channel](#)

- I. CALL TO ORDER:** George Turner, Mayor Pro-Tem
- II. ROLL CALL:** Sonya Isom, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. APPROVAL OF THE AGENDA**
- VI. PUBLIC HEARINGS**

*Citizens wishing to participate and comment during the public hearing portion of the meeting may comment in person. You may also submit your request including your full name, address, position on the agenda item you are commenting on (for or against) via email to [cityclerk@stonecrestga.gov](mailto:cityclerk@stonecrestga.gov) by 2 pm the day of the Public Hearing to be read into the record at the meeting. A zoom link for the meeting will be sent to you.*

*When it is your turn to speak, please state your name, address and relationship to the case..*

*There is a ten (10) minute time limit for each item per side during all public hearings. Only the applicant may reserve time for rebuttal.*

**a. For Decision** - Urban Redevelopment Plan Resolution - *Fincher Denmark*

- VII. CONSENT AGENDA**
- VIII. APPOINTMENTS**

**IX. REPORTS & PRESENTATIONS**

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

**a. For Decision - Contract Purchase and Payment Approvals - Staff**

- a. Approve Landscape Maintenance vendor contract
- b. Approve payment above City Manager authority for Kitsons
- c. Approve payment above City Manager authority for Clear Track HR
- d. Approve contract for N2U Security
- e. Approve payment above City Manager authority for Lowe Engineering for Chief Building Official services
- f. Approve Chief Building Official vendor contract
- g. Approve purchase of playground equipment for Salem Park

**XII. EXECUTIVE SESSION**

*(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)*

**XIII. CITY MANAGER UPDATE**

**XIV. MAYOR AND COUNCIL COMMENTS**

**XV. ADJOURNMENT**

*Americans with Disabilities Act*

*The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.*

*If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.*



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Resolution Approving the Urban Redevelopment Plan**

**AGENDA SECTION:** *(check all that apply)*

☐ PRESENTATION    ☒ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE    ☒ RESOLUTION    ☐ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, September 12, 2022

**SUBMITTED BY:** Alicia Thompson

**PRESENTER:** Winston Denmark

**PURPOSE:** Resolution to approve the urban redevelopment plan.

**FACTS:** The Urban Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the urban redevelopment area described in the Urban Redevelopment Plan by private enterprise. This resolution is presented for approval of this plan.

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:**

- (1) Attachment 1 - Resolution 2022-XX
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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(4) Attachment 4 - Click or tap here to enter text.

(5) Attachment 5 - Click or tap here to enter text.



## RESOLUTION APPROVING URBAN REDEVELOPMENT PLAN

**WHEREAS**, pursuant to Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “Urban Redevelopment Law”), the City Council of the City of Stonecrest (the “City”) held a public hearing on September 12, 2022 on a proposed urban redevelopment plan entitled “The City of Stonecrest Revised City Hall Urban Redevelopment Plan” (the “Urban Redevelopment Plan”), a copy of which is on file with the City; and

**WHEREAS**, public notice of such public hearing was published in (1) The Champion Newspaper, a newspaper having a general circulation in the area of operation of the City, on September 8, 2022 and (2) the On Common Ground News, a newspaper having a general circulation in the area of operation of the City, on September \_\_, 2022, and proof of such publication is on file with the City; and

**WHEREAS**, the City has prepared and adopted a general plan for the physical development of the City as a whole (giving due regard to the environs and metropolitan surroundings) (the “General Plan”) pursuant to the Urban Redevelopment Law; and

**WHEREAS**, no families will be displaced from the urban redevelopment area described in the Urban Redevelopment Plan, and therefore no method for relocation of such families need be provided; and

**WHEREAS**, the Urban Redevelopment Plan conforms to the General Plan; and

**WHEREAS**, the Urban Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the urban redevelopment area described in the Urban Redevelopment Plan by private enterprise; and

**WHEREAS**, the Urban Redevelopment Plan constitutes an appropriate part of the City’s workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of pockets of blight, to encourage needed urban rehabilitation, and to provide for the redevelopment of pockets of blight, all as set forth in the Urban Redevelopment Law; and

**WHEREAS**, after careful study and investigation, the City desires to approve the Urban Redevelopment Plan;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Stonecrest, that all statements, findings, and recitations set forth in the above and foregoing preambles are hereby determined and declared to be true and correct.

**BE IT FURTHER RESOLVED** that the Urban Redevelopment Plan and the urban redevelopment project set forth therein are hereby approved.

**BE IT FURTHER RESOLVED** that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

**BE IT FURTHER RESOLVED** that this resolution shall be effective immediately upon its adoption by the City Council of the City.

**PASSED, ADOPTED, SIGNED, APPROVED,** and **EFFECTIVE** this 12th day of September 2022.

**CITY OF STONECREST**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY CLERK'S CERTIFICATE**

I, **SONYA ISOM**, the duly appointed, qualified, and acting City Clerk of the City of Stonecrest (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on September 12, 2022 by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_ Yea and \_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this 12th day of September 2022.

(SEAL)

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City Clerk, City of Stonecrest



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Landscape Maintenance Services Vendor Recommendation**

**AGENDA SECTION:** *(check all that apply)*

☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE    ☐ RESOLUTION    ☒ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, September 12, 2022

**SUBMITTED BY:** Gia Scruggs on Behalf of Leisure Services

**PRESENTER:** Gia Scruggs,

**PURPOSE:** The Finance Department completed the solicitation process for Landscape Maintenance and have prepared a recommendation for Council.

**FACTS:** The Finance Department published solicitation number 2022-07 as an invitation to bid on July 11, 2022. The solicitation closed on August 11, 2022. Five (5) vendors responded to the solicitation. The recommendation is to award the landscape maintenance contract to Kitson's landscaping for an annual contract amount of \$393,952.00. This contract will be funded from the General Fund – Professional Services - Leisure Services.

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**



## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Bid Summary
- (2) Attachment 2 - Kitson's Proposal
- (3) Attachment 3 - Draft Service Contract
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)

Landscape Maintenance Services Bid Summary	
Vendors	Total Annual Cost
Kitson's Landscaping, LLC	\$393,952.00
Bella-Scapes, LLC	\$466,370.00
Yellowstone Landscape	\$512,076.00
Russell Landscape	\$660,275.00
Thomas Williams Management	\$720,000.00



## LANDSCAPE MAINTENANCE SERVICES

Bid# 2022-007

**Kitson's Landscape Service, LLC**

7192 Center Street

Lithonia, GA 30058

(678) 829-7228

[service@kitsonslandscaping.com](mailto:service@kitsonslandscaping.com)

[www.kitsonslandscaping.com](http://www.kitsonslandscaping.com)



**Kitson's Landscape Services, LLC**  
7192 Center Street  
Lithonia, GA 30058  
(678) 829-7228  
service@kitsonslandscaping.com

City of Stonecrest  
3120 Stonecrest Boulevard  
Stonecrest, Georgia 30038

Attn: Purchasing Department Phone

Dear City of Stonecrest,

Kitson's Landscape Service, LLC, would like to thank the City of Stonecrest for the opportunity to bid on your Landscape Maintenance Services bid. After reviewing this bid proposal, we feel the commitment from the City of Stonecrest to the landscaping and visual appearance of the parks and recreational sites, Kitson's Landscape Service, LLC, will provide the most cost effective proposal.

- Facilities Landscaping
- Trail and Trailhead Maintenance
- Landscape Design Recommendations
- Weekly Activity Reports
- Seven-Point Chemical Program

The City of Stonecrest has requested a very detailed proposal that outlines pricing, capabilities, services, and deliverables. We at Kitson's Landscape Service, LLC understand and agree to the frequency and scope of the services required in the ITB.



## 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 monthly 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

- 4.1 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.

## 4.2 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.

#### 4.3 **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 always keep all mower blades sharp and in good condition 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.

#### 4.4 **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.

#### 4.5 **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.

#### 4.6 **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.

### 5.0 **LANDSCAPE SERVICES**

- 5.1 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.
- 5.2 Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- 5.3 Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

- 5.4 The Contractor will be responsible for replacing any flowers, shrubbery, or trees damaged or killed by mowers, metal-blade edgers, trimmers or pesticide applications.
- 5.5 Plant 10 annual flower beds twice a year. It will take approximately 20 flats with 6" containers.

5.6 **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.

5.7 **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 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 **Trees, Shrubs, and 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 & 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 Contactor.
- 4) Debris shall be removed during maintenance visits 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 & Trailhead**

- 9.1 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.
- 9.2 The paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

## **PROPOSED LANDSCAPE MAINTENANCE PLAN**

### **Turf Maintenance Plan**

#### *Mowing and Lawn Maintenance*

We take pride in our work, we manicure grass, not just cut. Our crew is trained to sharpen blades daily, to avoid clumps of clippings and create a uniform cutting height for each service. Each Kitson's Landscape Service crew member has been trained to operate safely and effectively on each property. Understanding mowing heights, and lawn striping use allows our service men to create an environment of clean manicured peace of mind. Each park will be cut weekly and treated for weed emergence. They will be treated before they sprout again. The chemical used on non-germinated areas will kill up to a year.

#### *Edging*

Edging is done every other service. Edging is one of the finishing features of our service, creating clean hard edges and defined plant beds.

#### *Debris Removal*

Debris removal is the most important step in our service, our service men are trained to remove all debris from cutting areas prior to mowing. The esthetics of a well maintained property sustains community pride and provides residents a clean safe environment.

#### *Weed Control*

All service trucks are equipped with a MSDS sheet, for proper documentation of chemicals used on each site. Only service men that have a current applicators license can spray herbicide on our sites. Our service men are not allowed to spray near open water ways or drains. Fence line spraying will be completed as needed. Our primary use for herbicide is in controlling bed weeds crack weeds, and unwanted plants in the landscape.

#### *Pruning*

Trimming and shrubs maintenance improves overall look of the landscape and enriches uniformity of the property. All shrubs to be trimmed will be trimmed with the proper sharpen shears and all clippings will be cleaned up and removed from the property.

Our service crews are trained to avoid running over sprinkler heads and rotors. Yellow flag markers are placed near heads where grass is overgrown to identify them while getting the grass to a maintainable height.

#### *Natural Areas*

Natural forest areas will be maintained and chemically controlled as needed to reduce unwanted vegetation.



**CHEMICAL PROGRAM**

*Chemical program will include, but is not limited to, pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices.*

**1st Application** - First week of June, granular nitrogen, weed control, ammonium nitrate, and grub control.

**2nd Application** - Second week of July, granular nitrogen, weed control and ammonium nitrate.

**3rd Application** - Fourth week of August, pre-emergent and weed control. Will not apply on fields that area being over seeded.

**4th Application** - Second week of October, pre-emergent and weed control. Will not apply on fields that area being over seeded.

**5th Application** - Third week of November, pre-emergent and weed control. Will not apply on fields that are over seeded.

**6th Application** - Third week of February, pre-emergent and weed control.

**7th Application** - Fourth week of March, pre-emergent, weed control, and potash.

**8th Application** - Second week of May, slow-release granular nitrogen with iron and weed control.



OFFICIAL LAWN CARE PROVIDER

July 28, 2022

Let this letter service as notice that TruGreen will provide any and all chemical service needs for the athletic fields as described in bid documents for The City of Stonecrest ITB 2022-007. This will cover any needs currently described in the ITB, as well as any add-on items The City deems necessary for the duration of the contract.

**J.R. Roberts** | Business Development

**TruGreen Commercial Services**

8145 Troon Circle | Austell, GA 30168

1910 Brannan Rd | McDonough, GA 30281

4529 Knight Rd | Macon, GA 31220

404-790-5543 Cell

[jasonroberts@trugreenmail.com](mailto:jasonroberts@trugreenmail.com)

<https://www.trugreen.com/commercial/home>

# Georgia Department of Agriculture

## Commissioner Gary W. Black



### Ag Inputs Division

### Pesticide Applicator Licenses and Certifications

#### Pesticide Applicator Profile

Roberts, Jason  
86 Medallion Park

Newnan, GA 30265

#### License Summary

License Type	License #	Certification Date	Expiration Date
Commercial	05814	1/5/2020	1/5/2025

#### Certification Summary

Licensed Category(s) & Date Attended	Recertification Course(s)	Hours Earned	[Total]
24	Ornamental and Turf		
	3/4/2022		5
			[ 5 ]

#### RE-CERTIFICATION CREDIT HOURS REQUIRED FOR RENEWAL

Category/Description	** Hours Required Re-certification	Category/Description	** Hours Required Re-certification
(10) Private Applicator	3	(33) Demonstration and Research	0
(21) Plant Agriculture	10	(34) Aerial Equipment Authorization	0
(22) Animal Agriculture	6	(35) Industrial, Institutional, Structural and Health Related	6
(23) Forestry	6	(36) Wood Treatment	6
(24) Ornamental and Turf	10	(37) Microbial Pest Control	6
(25) Seed Treatment	6	(38) Ag Commodity Fumigation	6
(26) Aquatic	6	(39) Antifoulant Paints	6
(27) Right-of-Way	6	(40) Worker Protection Standards	0
(31) Public Health	10	(41) Mosquito Control	10
(32) Regulatory	6		

\*\* Re-certification credit hours required per 5-year license period

If you have questions or find erroneous data, please contact GDA Licensing Division by e-mail at [gda Licensing@agr.georgia.gov](mailto:gda Licensing@agr.georgia.gov) or call 404-586-1411 or mail to:

Georgia Department of Agriculture

Ag Inputs Division

19 Martin Luther King, Jr. Dr. SW

Atlanta, GA 30334

Date Last Updated: 8/11/2022

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# ITEM XI. a. GROUND CARE *Solutions*



## FORMULA 400-X **PARCH**®

CONCENTRATED, NON-SELECTIVE WEED KILLER



- For post-or pre-emergent control
- VOC-compliant
- Effective for one year

**State**®  
Since 1911

CARE FOR WORK ENVIRONMENT



# FORMULA 400-X PARCH®

## CONCENTRATED, NON-SELECTIVE WEED KILLER

Item XI. a.

### FORMULATED FOR RESULTS

This emulsifiable concentrate, non-selective herbicide is used for controlling a variety of annual and perennial weeds and grasses. It is recommended for use only on non-cropland areas such as railroad right-of-ways, fence rows, parking lots, outside of buildings, loading ramps, storage yards, tank farms and industrial sites. The degree of control and duration of results depends on the amount of herbicide applied, soil type, rainfall and other conditions. This product is also highly recommended for municipal weed control and as a semi-soil sterilant.

### FOR USE ON/OR AROUND:

- Storage areas
- Pumps
- Machinery
- Fuel tanks
- Recreational areas
- Roadways
- Guard rails
- Airports
- Military installations
- Highway medians
- Pipelines
- Lumberyards
- Rights-of-way
- Fences
- Railroads

### Also...

for use around buildings or industrial sites (cross connects, pedestals, transformers, vaults, buried cable closures, telephone booths, and fire plugs) where bare ground is desired. A wide variety of annual and perennial weeds and grasses are controlled in the above sites.

### DIRECTIONS FOR USE:

It is a violation of federal law to use this product in a manner inconsistent with its label.

This product is designed for non-selective weed control in non-cropland areas such as parking lots, fence rows, railroad sidings, storage yards, around buildings or industrial sites.

Mix 1 gallon of this herbicide with 10 gallons of water and apply uniformly over 1000 square feet of soil surface. Thoroughly wet all foliage to insure contact action. Best results are obtained when the applications are made during or after weed emergence while growth is succulent. Where vegetation is tall and dense, use 1-1/2 gallons of this product with 10 gallons of water per 1000 square feet.

For control of hard-to-kill perennial weeds and grasses such as Johnsongrass, bindweed and wild carrot, use 1-1/2 to 1-2/3 gallons of this herbicide mixed with 10 gallons of water per 1000 square feet. Although this product has considerable activity through foliar contact, much of its activity is through the roots; therefore, adequate rainfall is necessary to move the herbicide into the root zone.

Care must be taken to keep this herbicide away from desirable flower beds, lawns and shrubs. Do not apply over roots of valuable trees, shrubs or woody ornamental plants. Only apply this herbicide outside the dripline of trees. Avoid spray drift to desirable plants. For all applications, do not apply more than 60 gallons of this product per acre per year.

### TECHNICAL DATA:

**APPEARANCE:** light yellow liquid

**ODOR:** petroleum

**ACTIVE INGREDIENTS:** Prometon:2,4-bis (isopropylamine)-6-methoxy-s-triazine 3.73%

**FLASHPOINT:** 145°F

**AUTHORIZATIONS:** registered with the Environmental Protection Agency

### PACKAGING

123269	55 GL Drum
123268	20 GL Drum
123267	1 GL Bottle/CS4



**State Industrial Products**  
5915 Landerbrook Drive  
Mayfield Heights, OH 44124  
To Order Call: 1-866-747-2229  
www.stateindustrial.com

**Puerto Rico**  
Royal Industrial Park, Bldg "M"  
Local #5, Carr 869, km 1.5 Palmas  
Cataño, P.R. 00962  
To Order Call: 787-275-3185



## QUALITY CONTROL PLAN

As a demonstration of our commitment to excellence, we have a thorough and comprehensive continuous quality control and improvement program to identify and prevent defects in the quality of service performed. We take immense pride in the quality of the services we provide to our clients.

### Supervisory Role

The Supervisor will do unannounced inspections of a set number of parks each day and all high visibility areas will be inspected daily. If any assigned work area is found to be below the company standards (i.e., a negative report from community member), the assigned employee(s) will be counseled and given instruction regarding any identified deficiencies to resolve performance problems and prevent its reoccurrence and the deficiency will be corrected *within 24 hours*. *If any equipment is found to be defective, the Supervisor will immediately remove it from the worksite and replace it with properly working equipment.*

### Quality Control

At least once a month, the Operations Manager will do tracking & trending of the Quality Control inspection data utilizing our Quality Control inspection flow chart. If a trend in work deficiencies is identified, the employee in question will be retrained if necessary and if the deficiencies continue, disciplinary action will result. The Operations Manager will discuss the results of the Quality Control Inspection flow sheet with the Supervisor to identify viable alternative work processes that can be utilized to correct the deficiencies and improve work processes to improve performance and efficiency. We also welcome all employee input in this process.

Any customer complaints will be documented in our Communications logbook, which will be maintained by the Supervisor. He/she will meet with your representative on a regular basis to ensure your satisfaction with our service. The records of all inspections will be kept and made available throughout the contract performance period and for the period after contract completion until final settlement of all claims under this contract.

### Key Control

A set of keys will be kept in the possession of the Supervisor, who will distribute them as needed to each crew. Any employee who receives keys will be held financially responsible for all costs associated with a lost key (e.g., rekeying locks, making new keys and alarm code changes) if they are found to be intentionally negligent in maintaining control of their keys.

We maintain a list of all employees, their address, their home and cell phone numbers and emergency contacts and this list is updated monthly at every staff meeting or whenever there is a change.



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

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 Fees (http://sos.ga.gov/corporations/acrobat/applications/Reference%20-%20Filing%20Fees.pdf) |  
 What's New? | FAQs (http://sos.ga.gov/index.php/corporations/faq) | Personalization |  
 Logout (/)

Welcome **GILBERT ATKINSON**

Last Login: 8/9/2022 12:40:25 PM

Thursday, August 11, 2022

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>KITSON'S LANDSCAPING LLC</b>	Control Number:	<b>10019739</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>7192 Center Street, Lithonia, GA, 30058, USA</b>	Date of Formation / Registration Date:	<b>3/15/2010</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2022</b>

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Gilbert Atkinson**  
 Physical Address: **7192 Center Street, Lithonia, GA, 30058, USA**  
 County: **Dekalb**

Back

Filing History

Name History

Return to Business Search

# **Equipment List**

## **Exhibit A**



**Kitson's Landscape Services, LLC**  
7192 Center Street  
Lithonia, GA 30058  
(678) 829-7228  
service@kitsonslandscaping.com

### **Equipment List**

This equipment is currently on hand and available for use on this project and includes the following:

#### **Vehicles**

Water Tank w Pump (300 gal.)  
Ford Econoline (x2)  
Ford 150 (x4)  
Nissan 10' Truck (2)

#### **Equipment**

- ☒ Kubota Skid Steer
- ☒ Stihl Weedeaters (x6)
- ☒ Stihl Blowers (x8)
- ☒ Stihl Hand Held Edgers
- ☒ Skid Steer (x2)
- ☒ Kubota RTV 900 XTS-H
- ☒ Toro Workman 2100
- ☒ Thatchmaster TM600
- ☒ Kubota ZTR
- ☒ Kubota RTV 1200
- ☒ MTD Walk Behind Edger
- ☒ Troy Built Edger
- ☒ Stihl 5 Gal Backpack Liquid Sprayer
- ☒ Lesco 4Gal Backpack Liquid Sprayer

#### **Tools**

- ☒ Trimmers
- ☒ Edgers
- ☒ Hand and Pole Shears
- ☒ Pole Chain Saws
- ☒ Chain Saws
- ☒ Back Pack Blowers
- ☒ Billy Goat Walk Behind Blowers
- ☒ Billy Goat Vacuums
- ☒ Back Pack Sprayers
- ☒ Tank Mounted Sprayers
- ☒ Post Hole Augers
- ☒ Pressure Washers
- ☒ Assorted Hand Tools

# **References**

## **Exhibit B**


Jeff Thomas  
Plant Engineer  
DeKalb County Department of Watershed Management  
Snapfinger Wastewater Treatment Plant  
4123 Flakes Mill Road  
Decatur, GA 30034

Kitson's Landscaping  
7192 Center Street  
Lithonia, GA 30058

To Whom This May Concern:

Kitson's has provided our wastewater plant and wet well landscape maintenance for several years and have provided impeccable service. Kitson's has led a professional team and has not missed a beat performing services to our 200+ acres of grassland, our largest being at our sister plant Pole Bridge. Our Pole Bridge plant has a large amount of animal life and is used for hunting. The landscaper needs to be mindful of animal life and what chemicals are used for weed control. Kitson's has met this challenge. Kitson's has provided excellent services to DeKalb County for over 4 years and has my endorsement for any commercial landscape contracts they seek.

If there are any questions, please feel free to call me at (404) 664-6956

Cordially,  
  
Jeff Thomas  
Plant Engineer

# **Sample Weekly Report**

## **Exhibit C**

## Landscape Maintenance Services

	Week of:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Inspect mulch and equipment in playground						
2	Inspect Dog Parks/Stations (add mulch as necessary)						
3	Rake Mulch in Playground						
4	Blow all surface areas and remove debris						
5	Landscaping: mowing, edging, trimming, and blowing						
6	Issue Problem report and quote						
7	Mow Sports Fields						
8	7-Point Herbicide and Pesticide Treatment						
Notes:							

<b>Crew Member Name</b>	
<b>Onsite Supervisor Name</b>	

# **Certificate of Insurance**

## **Exhibit D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE  
Item XI. a.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Five Star Insurance Agency 3902 Hwy 78 W  Snellville GA 30039		<b>CONTACT</b> NAME: Five Star Insurance Agency PHONE (A/C, No, Ext): (678) 526-7979 E-MAIL ADDRESS: info@fivestarinuranceagency.com FAX (A/C, No): (678) 526-7222	
<b>INSURED</b> Kitson's Landscaping LLC 7192 Center St  Lithonia GA 30058		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: NEXT INSURANCE INSURER B: PROGRESSIVE MOUNTAIN INS. CO. INSURER C: PA MANUFACTURERS ASSN INS CO INSURER D: UNITED STATES LIABILITY INSURANCE INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXT4FFJ7XD-00-GL	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$					
	B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						959994062	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 25,000 BODILY INJURY (Per accident) \$ 50,000 PROPERTY DAMAGE (Per accident) \$ 25,000 \$	
			<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$									EACH OCCURRENCE \$ AGGREGATE \$ \$
			C				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A			10-11916-22208-247735	07/25/2022	07/25/2023
D	Inland Marine				Pending	07/25/2022	07/25/2023	\$1000 ded. \$25,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscaping

**CERTIFICATE HOLDER****CANCELLATION**

City of Stonecrest 3120 Stonecrest Blvd Suite 100 Stonecrest GA 30058	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Winsome Williamson</i>
--	--

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# **Certification of Sponsor Drug Free Workplace**

## **Exhibit E**



DRUG-FREE

# Certification

Kitsons Landscape Service, LLC

Has Been Certified As A  
**DRUG-FREE WORK PLACE**

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of August 11, 2022

And Expires August 11, 2023



  
CHAIRMAN

**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 Indemnatee 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:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

Gilbert Atkinson  
7192 Center Street  
Lithonia, GA 30058  
[service@kitsonlandscaping.com](mailto: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: \_\_\_\_\_

DRAFT

## **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:


<b>Facilities</b>	<b>Address</b>	<b>Approximate Acreage</b>	<b>Landscaping</b>	<b>Sport Turf</b>
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	
	<b>Total Acreage</b>	156.49	118.82	35.67

**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	Park Reset (Beautification)	Spring Clean-up	Fall Clean-up	Total Annual Cost
		Year Round	See Scope	See Scope	4 times per year	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).



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Parks Landscaping and Maintenance Contract Amendment**

**AGENDA SECTION:** *(check all that apply)*

- ☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

- ☐ ORDINANCE    ☐ RESOLUTION    ☒ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, August 22, 2022

**SUBMITTED BY:** Gia Scruggs, Finance Director

**PRESENTER:** Gia Scruggs

**PURPOSE:** The original Parks landscaping and Maintenance contract was terminated. A temporary solution with a agreement with Kitsons Landscaping LLC was put into place to try to prevent a lapse in services. Due to additional unforeseen circumstances, the procurement process for the new solicitation was delayed. As a result, the solicitation for these services was published on July 11, 2022 and this process must be completed before a recommendation can be presented to Council. To date, the total amount spent is \$50,136.00. The additional funding is in excess of the 5% or \$2,500 threshold established by policy and in excess of the \$25,000 that requires Council approval. The Finance department is requesting Council approve two additional months of service from the temporary vendor to allow the procurement process to conclude on the published solicitation. The total requested for the previous and additional services is an amount not to exceed \$85,000. The funding for this is Parks Administration – Professional Services.

**FACTS:** Click or tap here to enter text.

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Click or tap here to enter text.
- (2) Attachment 2 - Click or tap here to enter text.
- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Call Center Services Amendment**

**AGENDA SECTION:** *(check all that apply)*

- ☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

- ☐ ORDINANCE    ☐ RESOLUTION    ☒ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap here to enter text. & Click or tap here to enter text.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, September 12, 2022

**SUBMITTED BY:** Gia Scruggs on Behalf of City Manager's Office

**PRESENTER:** Gia Scruggs

**PURPOSE:** The City Manager entered into a contract with Cleartrack HR to provide call center services on January 24, 2022. This was intended to be a short term solution until the City Manager's office determine the appropriate staffing or outsourced solution to manage this function. The original agreement was within the City Manager's signature threshold of \$25,000. As of August 30, 2022, the agreement amount spent was \$27,365.75 which exceeds the \$25,000 purchasing threshold authority of the City Manager. The City Manager's office recently identified Citibot and the use of a receptionist as a viable solution for a call center. As a result, Cleartrack HR has been issued the required 90 day notice, according to the terms of the agreement to end services. The Finance Department is requesting increase the total funding from \$25,000 to an amount not to exceed \$50,000, so that the transition/implementation period between vendors will allow for authorized payment to this vendor. The funding from this item is General Operations – Professional Services.

**FACTS:** Click or tap here to enter text.



## CITY COUNCIL AGENDA ITEM

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**OPTIONS:** Approve, Deny, Defer [Click or tap here to enter text.](#)

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - [Click or tap here to enter text.](#)
- (2) Attachment 2 - [Click or tap here to enter text.](#)
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)



## CITY COUNCIL AGENDA ITEM

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**SUBJECT: Emergency Procurement Security Services**

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**AGENDA SECTION:** *(check all that apply)*

☒ **PRESENTATION**    ☐ **PUBLIC HEARING**    ☐ **CONSENT AGENDA**    ☐ **OLD BUSINESS**  
☐ **NEW BUSINESS**    ☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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**CATEGORY:** *(check all that apply)*

☐ **ORDINANCE** ☐ **RESOLUTION** ☒ **CONTRACT** ☐ **POLICY** ☐ **STATUS REPORT**  
☐ **OTHER, PLEASE STATE:** Click or tap here to enter text.

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**ACTION REQUESTED:** ☒ **DECISION** ☐ **DISCUSSION**, ☐ **REVIEW**, or ☐ **UPDATE ONLY**

---

**Previously Heard Date(s):** Click or tap here to enter text. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, September 12, 2022

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**SUBMITTED BY:** Gia Scruggs, Finance Director

**PRESENTER:** Gia Scruggs

**PURPOSE:** The Mayor and Council asked staff to get Security Services in place to meet the current needs of the organization.

**FACTS:** Based on the directive from Council. The Finance department with consultation from Legal determined the Emergency procurement for Security services was appropriate. Staff reviewed cost proposal from N2U protection and determined that their rates were comparable to the market and State contracts for armed security with the availability that was needed by the City of Stonecrest. The rate of pay is \$45 per hour per officer. The funding for this is General Operations – Professional Services. The Finance Director will be requesting a budget adjustment to increase the funding for this position.

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Approve Click or tap here to enter text.

**ATTACHMENTS:**



## CITY COUNCIL AGENDA ITEM

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- (1) Attachment 1 - Draft Security Services Agreement
- (2) Attachment 2 - [Click or tap here to enter text.](#)
- (3) Attachment 3 - [Click or tap here to enter text.](#)
- (4) Attachment 4 - [Click or tap here to enter text.](#)
- (5) Attachment 5 - [Click or tap here to enter text.](#)



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Chief Building Official Vendor Recommendation**

**AGENDA SECTION:** *(check all that apply)*

☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE    ☐ RESOLUTION    ☒ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap here to enter text.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, September 12, 2022

**SUBMITTED BY:** Gia Scruggs on Behalf of the City Manager

**PRESENTER:** Gia Scruggs, Finance Director

**PURPOSE:** The Chief Building Official position was filed by the extension of the Jacobs Engineering contract ending March 31, 2022. The City was in need of a permanent Chief Building Official(CBO) until a permanent candidate was identified and selected by the City Manager. Lowe Engineering, LLC currently has a professional services contract in place with the City of Stonecrest to perform the Chief Building Official services for the remainder of the year. The evaluation committee chose Bureau Veritas as the most responsive bidder. The cost for their services is \$130.00 per hour or \$270,400 annually. The Finance Department is recommending the Bureau Veritas to perform the Chief Building Official services for the City of Stonecrest. The funding for this service will be General Fund – Building – Professional Services. The Finance Director will request a budget adjustment to move the current salary line for the Chief Building official to professional services. The City Manager could revisit this during the 2023 budget process and make a recommendation to Council regarding how this position will be filled.

**FACTS:**

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.





## CITY COUNCIL AGENDA ITEM

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**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Chief Building Official Cost Proposal
- (2) Attachment 2 - Chief Building Official Draft Contract
- (3) Attachment 3 - CBO Summary
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.



**BUREAU  
VERITAS**



# STATEMENT OF QUALIFICATIONS

## RFQ 2022-05 - CHIEF BUILDING OFFICIAL SERVICES

**Presented to**  
**CITY OF STONECREST**

Department of Purchasing and Contracting  
3120 Stonecrest Blvd  
Stonecrest, GA 30038

June 13, 2022

**CONTACT REGARDING THIS PROPOSAL**

Hal Chitwood, C.B.O.  
Operations Manager  
BUREAU VERITAS  
3385 Martin Farm Road  
Suwanee, GA 30024  
P. 706.818.4668  
E. [hal.chitwood@bureauveritas.com](mailto:hal.chitwood@bureauveritas.com)

**BUREAU VERITAS** 3385 Martin Farm Road, Suwanee, GA 30024  
P 706.818.4668 | [www.bvna.com](http://www.bvna.com)



**TABLE OF CONTENTS**

1. Firm History .....1

2. Firm Experience .....4

3. Key Staff ..... 10

4. Projects..... 16

5. Financial Stability ..... 18

6. Methodology ..... 20

7. Insurance ..... 25

# 1. FIRM HISTORY



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# 1. FIRM HISTORY

June 13, 2022

## City of Stonecrest

Chris Eldridge, City Manager

Attn: City Clerk

3725 Park Avenue

Stonecrest, GA 30340

## Re: Response Proposal to RFQ 2022-05 - Chief Building Official Services

Dear Mr. Eldridge,

Bureau Veritas North America, Inc. (BV) is excited for this opportunity to cultivate a relationship with the City of Stonecrest (the City) and would be delighted to contribute to the City's growth with exceptional professional services performance. We understand your desire to retain a qualified consultant to assist with these services. Our team has the breadth and depth of resources, skills and expertise needed to provide excellent Building Department Management, Plan Review and Inspection services outlined in the RFP within the time period requested.

Our proposal highlights our over 46 years of experience providing similar services for other federal, state, and local government projects including plan review, inspection and permitting services. We take great pride in our ability to provide exemplary building services to our clients. We are the largest plan review and inspection firm in the United States, with a long-established operation in Georgia. Our staff is registered, certified and dedicated to building safety. BV will always strive to deliver excellent service and will work hard to meet and exceed expectations for agreed-upon review times.

BV will pro-actively ensure exceptional customer service, balance development momentum with code compliance/processing requirements and seamlessly serve as an extension of the client's staff. Our commitment to providing accurate and appropriate solutions to our clients and our ability to quickly and efficiently meet the needs of the communities that we serve makes BV an ideal partner for the City of Stonecrest.

We offer optimal solutions to deliver quality services:

- Expert Chief Building Official personnel
- Unparalleled building plan review and inspections expertise
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Electronic review and web-based document control best practices

Our partnership with City of Stonecrest will be managed through our regional office in Suwanee, GA and augmented by our staff located throughout Georgia, enabling quick and efficient responses. Hal Chitwood, C.B.O., Operations Manager / Project Manager, will be your point of contact for this proposal and Susan Carpenter, MCP, CBO will be the point of contact for day-to-day operations. Van Tran, C.B.O., Vice President / Principal-in-Charge, is authorized to bind the company to the contract. We appreciate the opportunity to provide this proposal to the City and look forward to delivering excellent service in support of your community.



Van Tran, C.B.O., Vice President, Facilities, Central & East Division

**Bureau Veritas North America, Inc.**

Van.Tran@bureauveritas.com | P: 214.876.6855



Hal Chitwood, C.B.O., Operations Manager

**Bureau Veritas North America, Inc.**

Hal.Chitwood@bureauveritas.com | P: 706.818.4668



# 1. FIRM HISTORY

## Firm Background

Bureau Veritas is a multi-national corporation with a history which includes over 194 years of providing worldwide regulatory compliance service to industry and governmental agencies and more than 46 years providing building safety services in the United States. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 80,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. BV's local presence allows it to provide timely delivery and exceptional customer service in the most cost-effective manner.

## Company Ownership

Bureau Veritas North America, Inc. was incorporated in the State of Delaware on March 26, 2003. BVNA is a Delaware corporation founded in 2003, with over 4,000 employees and over 100 offices. It is a wholly owned subsidiary of Bureau Veritas Holdings, Inc. (a Delaware corporation – founded in 1988), which in turn is a wholly owned subsidiary of Bureau Veritas S.A. (BVSA) (founded in 1828) a company publically traded on the Euronext. BVSA has one shareholder owning greater than five percent (5%), Wendel Investissement S.A. Our corporate office location is 1601 Sawgrass Corporate Parkway, Suite 400, Ft. Lauderdale, FL 33323; Telephone: 954.236.8100.

## Primary Office Location

The principal office that will be responsible for the implementation of an agreement with the City of Stonecrest and performance of the work is located in Suwanee, GA, just 33 miles door-to-door from the City at:

**Bureau Veritas North America, Inc.**  
**3385 Martin Farm Road**  
**Suwanee, GA 30024**  
**Telephone: 706.818.4668**

We have one additional office in Georgia in the City of Jefferson. BV provides a wide range of building safety services and is the largest plan review and inspection firm in the United States.

These service offerings include:

- ICC Certified Permitting
- ICC Certified Plan Review
- ICC Certified Inspections
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- ICC Certified Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector and Permit Tech Training
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Contractor Licensing
- Fee Schedule Evaluation and Updates

## What Sets Us Apart

We are ideally suited to provide building safety services to the City of Stonecrest because we possess:

### Unparalleled Expertise

- Proven track record of providing services to 400+ agencies nationally
- Building and fire life safety consulting to numerous agencies in Georgia
- Municipal management and staff augmentation expertise
- Key staff who have helped to establish and implement the latest codes

### Depth of Resources and Proximity to Meet Peak Workloads

- 100+ offices throughout the United States, including two offices in Georgia
- Registered Engineers and ICC certified staff dedicated to code compliance
- No private sector design work = no conflict of interest

### Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- Comprehensive and formalized plan check procedures
- Award-winning, web-based project tracking and controls
- Electronic plan check to save time, money, and paper = a **GREEN** solution
- 99% success rate meeting review turnaround schedules

## 2. FIRM EXPERIENCE



BUREAU

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## 2. FIRM EXPERIENCE

### Putting the Right People to Work for You

We have extensive resources and a large pool of **licensed and certified experts** who are equipped to handle all of your needs. Our professionals have extensive experience in educational, residential, commercial, industrial, and other related projects of all sizes and complexities, allowing them to tailor solutions specifically to your needs.

### Competence Through Certification – International Code Council

Building safety depends on more than codes and standards. Building safety results from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and competent building safety staff to our municipal clients. The following is a list of ICC certifications held by our staff members and maintained in active status through continuing education units.

- |   |   |
|---|---|
| • Accessibility Inspector/Plans Examiner      | • Energy Code Specialist                                |
| • Building Inspector                          | • Fire Inspector I                                      |
| • Building Plans Examiner                     | • Fire Inspector II                                     |
| • Certified Building Code Official            | • Fire Plans Examiner                                   |
| • Certified Electrical Code Official          | • Green Building Residential Examiner                   |
| • Certified Fire Code Official                | • ICC/AACE Property Maintenance & Housing Inspector     |
| • Certified Fire Marshal                      | • ICC/AACE Zoning Inspector                             |
| • Certified Housing Code Official             | • Master Code Professional                              |
| • Certified Mechanical Code Official          | • Mechanical Inspector                                  |
| • Certified Plumbing Code Official            | • Mechanical Inspector UMC                              |
| • Coastal & Floodplain Construction Inspector | • Mechanical Plans Examiner                             |
| • Combination Inspector                       | • Plumbing Inspector                                    |
| • Combination Inspector - Legacy              | • Plumbing Inspector UPC                                |
| • Combination Plans Examiner                  | • Plumbing Plans Examiner                               |
| • Commercial Building Inspector               | • Residential Building Inspector                        |
| • Commercial Combination Inspector            | • Residential Combination Inspector                     |
| • Commercial Electrical Inspector             | • Residential Electrical Inspector                      |
| • Commercial Energy Inspector                 | • Residential Energy Inspector/Plans Examiner           |
| • Commercial Energy Plans Examiner            | • Residential Fire Sprinkler Inspector / Plans Examiner |
| • Commercial Mechanical Inspector             | • Residential Mechanical Inspector                      |
| • Commercial Plumbing Inspector               | • Residential Plans Examiner                            |
| • Disaster Response Inspector                 | • Residential Plumbing Inspector                        |
| • Electrical Inspector                        | • Spray-applied Fireproofing Special Inspector          |
| • Electrical Plans Examiner                   |   |

Coupled with our extensive ICC Certifications, our group also holds the following licenses and certifications:

- |                                |                              |  |
|--------------------------------|------------------------------|--|
| • Professional Engineer        | • LEED AP                    | • Master Electrician                     |
| • Registered Architect         | • Fire Protection Engineer   | • Journeyman Electrician                 |
| • Master Plumber               | • Environmental Engineer     | • Registered Sanitarian                  |
| • Master Electrician           | • Professional Geologist     | • Registered Accessibility Specialist    |
| • Certified Floodplain Manager | • Asbestos and Mold Analysts | • Code Enforcement Officer               |
| • Electrical Engineer          | • Elevator Inspector         | • GASWCC Lvl 1B Certified Inspector      |
| • Mechanical Engineer          | • Master Plumber             | • GASWCC Lvl II Certified Plans Examiner |
| • Structural Engineer          | • Journeyman Plumber         |  |



## 2. FIRM EXPERIENCE

### A Technical Expertise Recognized By Multiple Accreditation Bodies

BV has acquired skills and know-how in a large number of technical areas in addition to a broad knowledge of regulations. The firm is currently authorized or accredited by a large number of national and international delegating authorities and accreditation bodies. BV constantly seeks to maintain, renew and extend its portfolio of accreditations and authorizations. It is subject to regular controls and audits by authorities and accreditation bodies to ensure that its procedures, the qualification of its personnel and its management systems comply with the applicable standards, norms, references or regulations.

### IAS AC251 Accreditation

In October 2010, Bureau Veritas proudly became the first, and still only, company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role that private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure that the outstanding safety record of buildings in the U.S., as compared to buildings elsewhere in the world, is maintained. Building departments can use the IAS program to verify that the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices that have been an integral part of the company since its founding in 1828.

For Bureau Veritas to achieve IAS accreditation, evaluators assessed Bureau Veritas across several distinct categories including code administration, construction codes, plan review processes, professional credentials and licensing, and inspection procedures. In addition, IAS also assessed critical elements of the services provided to jurisdictions such as contract details, operational procedures and plans, and fiscal year budgets.



The International Accreditation Service is a nonprofit, internationally recognized accreditation body and a subsidiary of the International Code Council (ICC). IAS accredits building departments, third-party building department service providers, special inspection agencies, product certification agencies, inspection programs for metal building manufacturers, fabricator inspection programs, testing and calibration laboratories, inspection agencies, training agencies, curriculum developers, and field evaluation bodies.

### Management Systems Certified:

**ISO 9001:2015 • ISO 14001:2015 • OHSAS 18001:2008**



As a world leader in Testing, Inspection & Certification, Bureau Veritas provides its clients with solutions to meet their quality, health, safety, environmental protection, and social responsibility (QHSE-SR) objectives. A unique feature of Bureau Veritas is that the company as a whole, is subject to the high standards of the ISO Management Systems. These system are applied to our entire operation, and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.

Bureau Veritas prides itself on its commitment to these principals, and has obtained global certification to each of the following International Management Systems Standards:

- ISO 9001:2015 – Quality
- ISO 14001:2015 – Environmental
- OHSAS 18001:2008 – Health & Safety

## 2. FIRM EXPERIENCE

### Project Understanding

We understand the City of Stonecrest is seeking a qualified firm to manage all building services for the City, including building inspections and all plan reviews for a period of three years, with an option to extend the contract in one year increments for up to three additional years. The scope of work includes the following:

**Building Department Management** - A full range of services will be required in close coordination with the City officers, public works and police departments, Fire Marshal's office and other County departments.

**Plan Reviews** - All plan reviews required as part of building and permitting will include, but not be limited to, land disturbance permits, commercial and residential building permits, tree protection plans, tree removal permits, stormwater and other erosion control plans.

**Building Inspections** - Including land disturbance permits, commercial and residential building permits, Issuance of Certificates of Occupancy (COs), erosion control inspections, stormwater and other utility inspections, life safety inspections for Occupation Tax Certificates (OTCs).

**We believe that Bureau Veritas is the right choice for the City of Stonecrest.** We are able to provide all of the services requested in the RFP, including expert on-site services supported by the local staff at our Suwanee, GA location, backed by a deep pool of additional resources unmatched by any other company.

### Building Official Services

BV staff will work directly with City staff to prepare accurate interpretations of the Code requirements, to adopt and process new codes and their requirements, and to act as a general point of contact for the jurisdiction. The building official will provide the support and direction necessary to facilitate timely and efficient work amongst the jurisdictional staff and other departments.

Our staff is able to analyze applicable ordinances and resolutions of jurisdictions and make recommendations for approval of appropriate code adoptions, amended as necessary in accordance with the applicable code, to implement an effective and compliant code enforcement program. Our staff will keep current on applicable code requirements adopted at the state or federal levels and inform and implement as necessary to keep the jurisdiction compliant.

Our building official will attend staff, board, and council meetings as required and mutually agreed upon. This individual will oversee other BV staff as well as provide guidance for City staff, applicants, designers, and contractors to navigate the code. Our building official and support team will be up to date on code changes and will assist in implementing those changes.

BV's building official shall serve the City of Stonecrest's requested scope, in the RFQ For Chief Building Official Services. Additionally, typical duties of the building official can include:

- Function as the Building Official as outlined in the International Building Code
- Manage and oversee the building department and assist staff with coordinating the building permit and plan check, building inspection, building counter, and building code enforcement services
- Guide inspectors and plans examiners on adopted codes and local amendments
- Make recommendations regarding local amendments and code adoption
- Serve as liaison between BV and the City
- Serve as liaison between the building department and other City departments
- Attend meetings as requested and agreed upon
- Report building department activities as requested and agreed upon
- Assess applicant and client satisfaction
- Attend pre-submittal meetings when needed
- Assist in improving the processes and procedures of the building department, if requested

### Plan Reviews

As the **largest plan review firm in the United States**, we provide full-service code consulting and plan review services for compliance with a variety of codes, including the international Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, and Fire Codes, as well as the National Electric Codes as adopted by each jurisdiction. We have specific experience working through a variety of challenges, including (but not limited to) infill commercial development; adaptive reuse and change of occupancies

## 2. FIRM EXPERIENCE

of existing buildings; retrofit of un-reinforced masonry or soft-story buildings; large commercial shopping centers and mixed-use multi-family developments; live-work projects; and high tech, research, and development facilities.

BV personnel have performed and managed plan review for thousands of projects. Project types include high-rise hotels and office buildings; institutional occupancies (including jails, shipping facilities, and room additions); single-family tract and custom homes; tilt-up shells; tenant improvements; and infrastructure (roads, wet and dry utilities). Our staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Our large, licensed plan review staff enables us to manage numerous and complex projects simultaneously, as well as provide discipline-specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, civil infrastructure).

### We offer the following plan review services:

- Architectural, fire & life safety
- Structural
- Energy code
- Accessibility requirements, including:
  - Barrier free
  - Disabled access
  - ADA
- Mechanical, electrical, and plumbing code
- Review and approval of alternative materials, design, and methods of construction
- Civil plans examination, including:
  - Grading and drainage
  - NPDES/SWPPP
  - Development
  - Infrastructure
  - Water and wastewater
  - Sewer
- Green building and LEED consulting

### Plan Review Time Schedule

At your request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, we use electronic submittals, phased submittals, conference calling, and videoconferencing.

BV has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all

aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources, we can assemble experienced personnel in order to help with project schedule recovery when necessary. Our team maintains efficient turnaround times on all reviews as a key measurement of performance of our plan review services. BV will also accommodate preliminary reviews to facilitate fast-tracked, or accelerated, projects. This aids with timely turnaround and enhances public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the City's designee will have final approval over the plan being reviewed. If requested, our staff will make recommendations for the resolution. We are also available to meet with agency staff or others as needed to discuss our findings.

### Electronic Plan Reviewing

BV provides an alternative solution to traditional plan checking. By utilizing Adobe Acrobat with electronic plan submittal and commenting, our plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed with tenant, designer, and plans examiner as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures. Finally, these stamped and signed approved drawings are sent to the City for permitting.

### Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be

## 2. FIRM EXPERIENCE

sufficient, we propose to establish regular pickup of plans on a consistent basis. We will also utilize shipping courier at no additional cost to the City.

Upon completion of each plan review, we will forward an electronic copy of the correction list to both the City and the applicant. When corrected plans are resubmitted, we will either follow the previous procedure, or the applicant may schedule an office visit to go over any corrections in person. BV will forward completed plans once they are stamped and signed by BV staff. Our transmittal forms are customized for use unique to the City.

### Inspections

At BV, we are client-focused and customize the work according to your specific needs. We can provide inspection services for a single project that presents unique complexities due to its construction or size, or we can provide enough staff to handle all inspection services for an entire City. Our building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. Our inspectors are ICC certified and have extensive experience in the construction trades. Fast-tracked projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak workloads, specialized inspection activities, and any other situations that may arise. These activities may include next-day inspections and same-day response to important or urgent requests. BV will provide the client with ICC certified personnel to provide the following services:

1. Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for/requiring of plan checks for electrical, plumbing, and mechanical code requirements.

2. Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems, conform to the applicable building codes, zoning ordinances, energy conservation, and accessibility requirements, including known local, City, state, and federal requirements.
3. Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
4. Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
5. Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
6. Maintain a record of non-complying items and follow up to resolution of such items.
7. Inspect existing buildings for substandard, unsafe conditions, upon request.

Additionally, we can provide regular inspections of all aspects of the fire permit requirements, whether annually, biannually, triennially, every five years, or any other length of time as mandated by the adopted codes.

### 3. KEY STAFF



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### 3. KEY STAFF

#### Key Personnel

BV has assembled a team of experts that bring a wealth of knowledge and expertise. Resumes of key personnel to be assigned to our team are included on the following pages. Our organizational chart depicts lines of communications and areas of work for each of our team members. Each project team member has been specifically chosen for their experience in performing the required scope of work detailed in the request, as well as their certifications and licenses.



### 3. KEY STAFF

#### Van Tran, C.B.O., Vice President / Principal-in-Charge

##### Education

Master of Business Administration  
Bachelor of Science - Environmental  
Design

##### Registrations/Certifications

ICC Certified:  
Certified Building Official  
Certified Plans Examiner  
Accessibility Inspector/Plans Examiner  
Certified Permit Technician  
Residential Energy Inspector/Plans  
Examiner  
Commercial Energy Plans Examiner  
Commercial Energy Inspector

##### Professional Affiliations

International Code Council (ICC)  
North Texas Chapter of ICC  
Texas Municipal League  
Building Officials Association of Texas

##### Total Years of Experience

21+

Since joining Bureau Veritas in 2003, Van has played a key role in managing the operations and business growth of the Central and Eastern Regions of the U.S. He currently manages a multi-million dollar budget with more than 110 employees serving 400+ clients.

Key to Van's success is the ability to hire and retain high-quality professionals and ensure premium service for his division's clients. With more than 21 years of private and public experience he has played a role in providing plan review, inspection and code consulting services to many multi-million dollar projects of all major building types, including the new \$1.2B Dallas Cowboys Stadium.

Van also leads a team of training professionals in developing and educating AIA/CES approved seminars for design professionals, code officials, developers, contractors, engineers, and building owners. Since 1999, Van has been actively participating with the continuing education program offered by Building Professional Institute where he serves as a Moderator and Speaker.

As the Principal-in-Charge, Van's main responsibilities are to ensure the adequate number and quality of resources are provided for each project, render decisions on recommendations or changes presented by the Project Manager, stay informed of project development and status, confirm and prioritize the requirements for the project, and resolve any issues that cannot be resolved at other lower project management levels. His success in this position is the result of numerous contract awards.

##### Professional Experience

##### Vice-President, Central & East Region

##### *Bureau Veritas*

##### *2003 - Present*

- Develop new business plan and strategy for region.
- Develop budget and manage P&L for \$12M region with over 100 staff in over 500 municipalities including Arizona, Florida, Georgia, Massachusetts, Oklahoma, Pennsylvania, Texas, and Virginia/DC
- Code consultation of major projects includes Dallas Cowboys Stadium, National Mixed-Use Developments, and other large-scale commercial developments.
- Develop training workshops for design professionals, code officials, developers, contractors, engineers and building owners.
- Develop and implement technology solutions for an on-line project tracking system and energy code compliance reporting system.
- Develop and implement an on-line knowledge-based plan review and inspection guide.
- Responsible for operational and implementation functions of new business development.



## 3. KEY STAFF

### Hal Chitwood, C.B.O., Operations Manager

#### Education

Bachelor of Arts

#### Registrations/Certifications

GSWCC Level 1B Inspector

GSWCC Level II Plans Examiner

ICC Certification:

Accessibility Inspector/Plans Examiner

Building Inspector

Building Plans Examiner

Certified Building Code Official

Certified Building Official

Certified Mechanical Code Official

Combination Inspector

Commercial Combination Inspector

Commercial Electrical Inspector

Commercial Energy Inspector

Commercial Mechanical Inspector

Electrical Inspector

Mechanical Inspector

Mechanical Plans Inspector

Plumbing Inspector

Residential Combination Inspector

Residential Energy Inspector/Plans Examiner

#### Professional Affiliations

International Code Council (ICC)

National Fire Protection Association (NFPA)

Building Officials Association of Georgia (BOAG)

Metro Atlanta Inspectors Association (MAIA)

Georgia Municipal Association (GMA)

GA EPD

Georgia Soil and Water Conservation Commission (GSWCC)

#### Total Years of Experience

30+

With more than 30 years of experience in the management of people, Hal Chitwood is very well organized, a self-starter and has grown his ability to strategize and prioritize. He is excellent at multi-tasking, someone who can stay focused under pressure and has highly evolved his listening and communication skills. He has the ability to assess customer needs in a timely and proficient manner, which in turn makes him an excellent leader on projects.

#### Select Project Experience

#### Southeast Operations Manager / Project Manager

#### Bureau Veritas

#### 2014 - present

- Develop new business plan and strategy for region.
- Develop budget and manage P&L for \$3M region with over 20 staff in over 25 municipalities including Georgia
- Code consultation of major projects includes SK Battery America, Commerce, GA, Regional Mixed-Use Developments, and other large-scale commercial developments.
- Develop training workshops for design professionals, code officials, developers, contractors, engineers and building owners.
- Develop and implement technology solutions for an online project tracking system and energy code compliance reporting system.
- Develop and implement an online knowledge-based plan review and inspection guide.
- Responsible for operational and implementation functions of new business development.

Manages staff conducting projects including the following:

#### Jackson County

Conduct plan reviews and inspections around Jackson County on both commercial and residential projects to ensure compliance with applicable codes and address any issues to rectify issues of nonconformity.

#### City of Commerce

Conducts plan review and inspections on residential properties located in the jurisdiction of the City of Commerce. Works with contractors to address building code issues and bring projects into substantial compliance with applicable codes.

#### Banks County Inspections

Inspect commercial and residential construction projects throughout Banks County to ascertain compliance with building with all relevant building and safety codes.



## 3. KEY STAFF

### Susan Carpenter, C.B.O., M.C.P., Project Manager

#### Registrations/Certifications

ICC Certified:  
 Master Code Professional  
 Housing and Zoning Code Specialist  
 Fire Code Specialist  
 Combination Inspector  
 Certified Building Official  
 Building Code Specialist  
 Commercial Combination Inspector  
 Certified Fire Code Official  
 Fire Plans Examiner  
 Fire Inspector I  
 Mechanical Inspector  
 Housing Code Official  
 Building Plans Examiner  
 Residential Plans Examiner  
 Disaster Response Inspector  
 ICC/AACE Code Enforcement Officer  
 Commercial Energy Inspector  
 Residential Energy Insp./Plans Examiner  
 Commercial Mechanical Inspector  
 Residential Plumbing Inspector  
 Zoning Inspector  
 Residential Building Inspector  
 Commercial Electrical Inspector  
 Fire Inspector II  
 Building Inspector  
 Plumbing Inspector  
 Commercial Plumbing Inspector  
 Accessibility Inspector/Plans Examiner  
 ICC/AACE Code Enforcement Administrator  
 Residential Combination Inspector  
 Commercial Energy Plans Examiner  
 Commercial Building Inspector  
 Residential Electrical Inspector  
 ICC /AACE Property & Housing Inspector  
 Residential Mechanical Inspector

#### Professional Affiliations

International Code Council Region VIII  
 Building Officials Association of Georgia

#### Total Years of Experience

25+

Susan is a Building Official/Inspector with over 25 years of industry experience. Susan has been a part of many projects and has proven to be a great leader as well as an excellent team player. Throughout her career, Susan has earned various certifications and licenses. As a Building Official/Inspector, Susan has been able to ensure the structural integrity of any project and perform thorough inspections.

#### Select Project Experience

##### Area Inspection Manager

Bureau Veritas North America, Inc.

##### October 2021 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements. Currently works with the following jurisdictions:

- City of Holly Springs
- City of Dallas
- 3rd party projects in Atlanta
- 3rd party projects in Forsyth County

##### Chief Building Official/ Project Manager

CPL

##### 2016 - Present

Oversaw building permitting and inspections departments for multiple jurisdictions.

##### Chief Building Official

City of Suwanee

##### 2009 - 2016

Oversaw permitting, inspections, and code enforcement departments. Performed commercial and residential building, zoning, and site inspections. Supervised staff and perform plan reviews.

##### Building Inspector

City of Suwanee

##### 2005 - 2009

Performed inspections for residential and commercial construction projects.

## 3. KEY STAFF

### Relevant Certifications

Susan Carpenter

Suwanee

GA



INTERNATIONAL  
CODE  
COUNCIL®

Residential Energy Inspector/Plans Examiner (expires 01/24/2029)  
Commercial Energy Plans Examiner (expires 01/24/2029)  
Zoning Inspector (expires 01/24/2029)  
Residential Combination Inspector (expires 01/24/2029)  
ICC/AACE Code Enforcement Administrator (expires 01/24/2029)  
Residential Building Inspector (expires 01/24/2029)  
Mechanical Inspector (expires 01/24/2029)  
Fire Inspector I (expires 01/24/2029)  
Fire Inspector II (expires 01/24/2029)  
Accessibility Inspector/Plans Examiner (expires 01/24/2029)  
Fire Plans Examiner (expires 01/24/2029)  
ICC/AACE Code Enforcement Officer (expires 01/24/2029)  
Master Code Professional (expires 01/24/2029)  
Commercial Electrical Inspector (expires 01/24/2029)  
Fire Code Specialist (expires 01/24/2029)  
Certified Fire Code Official (expires 01/24/2029)  
Building Code Specialist (expires 01/24/2029)  
Housing and Zoning Code Specialist (expires 01/24/2029)  
Certified Building Official (expires 01/24/2029)  
Residential Plans Examiner (expires 01/24/2029)  
Commercial Energy Inspector (expires 01/24/2029)  
Commercial Combination Inspector (expires 01/24/2029)  
ICC / AACE Property Maintenance and Housing Inspector (expires 01/24/2029)  
Disaster Response Inspector (expires 01/24/2029)  
Building Inspector (expires 01/24/2029)  
Combination Inspector (expires 01/24/2029)  
Residential Electrical Inspector (expires 01/24/2029)  
Plumbing Inspector (expires 01/24/2029)  
Commercial Building Inspector (expires 01/24/2029)  
Residential Plumbing Inspector (expires 01/24/2029)  
Commercial Mechanical Inspector (expires 01/24/2029)  
Building Plans Examiner (expires 01/24/2029)  
Housing Code Official (expires 01/24/2029)  
Residential Mechanical Inspector (expires 01/24/2029)  
Commercial Plumbing Inspector (expires 01/24/2029)  
Electrical Inspector (expires 01/24/2029)

## 4. PROJECTS



B U R E A

V E R I T A

## 4. PROJECTS

### Experience

At BV, we believe that our reputation is our greatest asset. A leading provider of building safety and related services to jurisdictions for more than 46 years, we take pride in helping our clients to successfully serve our communities. Below are references of select jurisdictions to which we provide services similar to those requested in the City of Stonecrest's RFP.

#### Jackson County Government

##### Full Service Building Department Administration, Inspections, and Plan Review

**Jamie Dove, Public Development Manager**

67 Athens Street

Jefferson, GA 30549

P. 706.367.5908 | E. jdove@jacksoncountygov.com

##### Dates of Service: 2013 - Present

In November, 2013, the county retained the services of BV to act as the plan reviewer and building inspector for the Jackson County Public Development Department. BV is responsible for reviewing commercial plans, inspecting residential and commercial buildings and structures, providing inspection reports, advising County staff on matters related to County buildings and structures, and coordinating inspections with relevant County staff.

#### City of Social Circle

##### Full Service Building Department Administration, Plan Review and Inspections, Code Enforcement

**Barbara Schlageter, Assistant Clerk & Zoning Administrator**

166 N Cherokee Road

Social Circle, GA 30025

P. 770.464.6905 | E. BSchlageter@socialcirclega.com

##### Dates of Service: 2015 - Present

Located 45 miles east of Atlanta, Social Circle is a historic community in the Historic Heartlands section of Georgia in rural Walton County. BV proudly supports the city's code administration program by providing full service plan review, inspections, and housing rehabilitation inspections.

#### City of Dallas

##### Building Plan Review & Inspections Services

**Michael Cash – Building Official**

129 East Memorial Drive

Dallas, GA 30132

P. 770.443.8110 | E. mcash@dallas-ga.gov

##### Dates of Service: 2018 - Present

Anchored in Paulding County, the City of Dallas contracted with BV for the provision of as-needed commercial and residential plan review and inspection services.

#### Town of Braselton

##### Building Plan Review and Inspection Services

**Kevin Keller – Planning and Development Director**

4982 Hwy 53

Braselton, GA 30517

P. 706.654.3915 | E. kdkeller@braselton.net

##### Dates of Service: 2016 - Present

Situated about 40 miles northeast of Atlanta, the Town spans across four counties: Jackson, Hall, Gwinnett, and Barrow. Upon the retirement of the building official, the Town arranged for BV to assume the responsibilities of the role, such as plan review and inspections.

#### City of Oakwood

##### Full Plan Review and Inspection Services

**B.R. White – City Manager**

4035 Walnut Circle

Oakwood, GA 30566

P. 770.534.2365 | E. brwhite@cityofoakwood.net

##### Dates of Service: 2016 - Present

A growing City in Hall County, Oakwood teamed with BV to perform plan review, inspections and building department services. BV provides the city with experienced and professional resources to optimize a high level of service delivery to the city's community.

# 5. FINANCIAL STABILITY



BUREAU

VERITAS

## 5. FINANCIAL STABILITY

### Our Financial Key Figures

Over the last five years, Bureau Veritas has demonstrated proven resilience to the effects of economic cycles. The Group has a solid financial structure. The very good health of all the financial markers is the result of several years of transformation that have led Bureau Veritas to become a resilient company, perfectly positioned to successfully and completely meet the City's needs.

(in millions of dollars)	2021	2020	2019	2018	2017
Revenue	4,981	4,601	5,100	4,796	4,689

Documentation of these financials is available upon request or available for download here:

<https://group.bureauveritas.com/investorsfinancial-information/financial-reports>

# 1,400+

Offices and Laboratories in 140 Countries

# 80,000+

Employees Worldwide

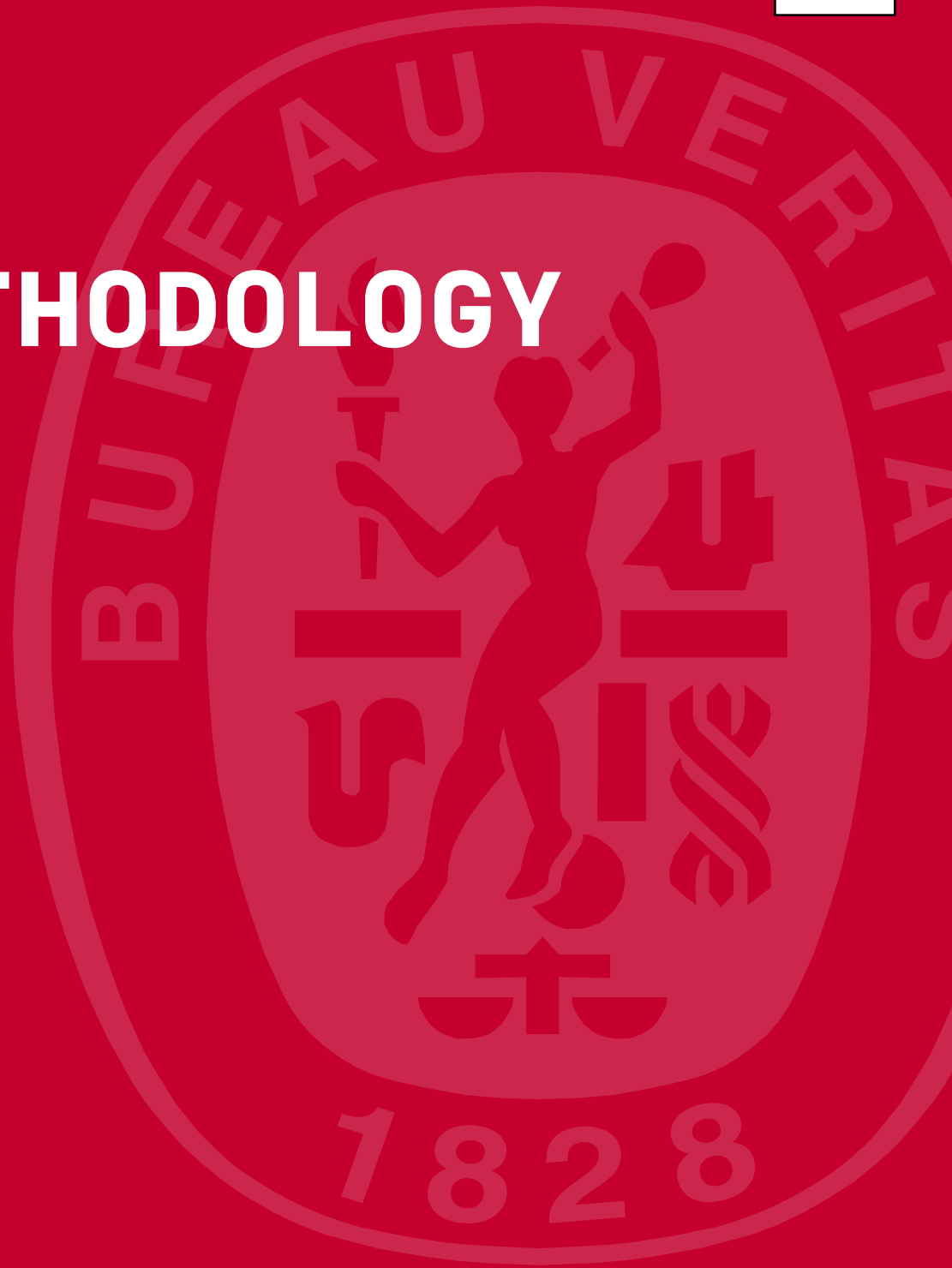
# 400,000

Clients Served in a Variety of Industries

# 4.9 Billion

Dollars in Annual Revenue

## 6. METHODOLOGY



B U R E A

V E R I T A

## 6. METHODOLOGY

### Methodology & Approach

The BV team has a two-step approach to ensuring the delivery of high quality services. BV is subject to regular controls and audits by authorities and accreditation bodies to ensure that its procedures, the qualifications of its personnel and its management systems comply with the applicable standards, norms, references or regulations. To maintain the accreditations and certifications, quality assurance methods are built into every function of our service. Quality assurance is achieved through a number of systems and tools.

- Service goals for timeliness, quality and professionalism are defined and tracked
- Training and education is required
- Random audits are performed
- Documented procedures are accessible, monitored, and updated
- Utilization of North America Management System (NAMS) and Corrective Action Response System (CARSys)

One of the tools BV uses is NAMS. NAMS is a means to obtain BV's objectives of quality excellence as prescribed by the BV business model. In order to achieve our goals, BV has implemented processes and procedures intended for application at all levels of the organization.

The management system has been implemented and maintained with the aim of satisfying our customer's needs and expectations. In order for NAMS to be effective, the policies and procedures are implemented, continuously monitored and updated.

The customer feedback is provided through a variety of avenues, examples include the use of a satisfaction survey or face-to-face/on-site communication.

Once the customer feedback has been received, the management team then analyses, measures, and implements the improvements required for quality excellence. The cycle continues until needs and expectations have been satisfied.

BV also utilizes the CARSys Issues Tracking program. CARSys is an improvement tool, which provides a closed-loop process

for the management of customer and internal concerns and corrective/preventative actions that result from the concerns or issues. With the flexibility of CARSys, BV is able to Identify, Act, Implement and Verify issues.

### Key Deliverables

Our deliverables include, but are not limited to:

- Performing building inspection services
- Submitting clear and concise correction lists the City for distribution to the project applicant/designer
- Responding to telephone inquiries from the City staff and permit applicants regarding review comments

We are available to provide valued-added deliverables, such as tracking logs, reports, 24/7 access to web-based documents, electronic plan check, and green building reviews/consulting. In addition, we can augment your staff with on-site building inspection and code enforcement personnel. We offer maximum flexibility in doing the work either at the City's office or through our office, as desired.

### Project Tracking and Records

#### Task Management System

The BV Task Management System provides individual permit reports that include plan review, permitting and inspection information. We also provide various reports that encompass all projects with information such as Inspection Counts, Failed Inspections, Building Finals Passed, Permit Activity, and Project Status. There are additional reports containing specific information that can be utilized if needed.

#### Web-Based Comprehensive Project Tracking

The web-based project tracking system offers comprehensive features to easily record, process, track, and report all phases of and inspection. BV Task Management System provides an effective tool to issue and track a variety of permits and associated administrative, plan review, and inspection tasks from preliminary review to final approval.

Because the BV Task Management System is completely web-based, users with a login name and password can access the system from any computer connected to the internet. The system uses SSL security to protect user passwords and stored project data. The BV Task Management System will be available to the City's designated departments. First-time users will be provided



## 6. METHODOLOGY

with a short training course to introduce them to the application, and our technical support team will respond to all technical inquiries/issues within 24 hours.

### Web-Based Tracking of Inspections

The screenshot displays the BV Task Management System interface. It features a top navigation bar with tabs for 'Project Management', 'Admin', 'Reporting', 'Performance Management', 'Information', 'General', and 'Security'. The main content area is divided into several sections: 'Project Search' with filters for Project Number, Project Status, and Project Type; 'Task Search' with filters for Task Number, Task Status, Task Type, and Task Description; and a central 'Task Details' section showing a list of tasks with columns for Task Number, Task Status, Task Type, and Task Description. The interface is designed for efficient task tracking and management.

The BV Task Management System provides an efficient tool to ensure that all inspections are scheduled and performed in a responsive and timely manner. It manages all inspections for the project, ensuring that inspections are scheduled at the appropriate phases and completed prior to scheduling the next phase of inspections. Inspections scheduled out of sequence will need authorization of an inspection manager. The system provides the users the ability to check the up-to-date records of the inspection status.

### Quality Assurance Program

At BV, we all share the responsibility for continual improvement of our quality management process and believe that our program, supported by our BV business model and our code of ethics, will ensure the continual delivery of high quality products and services to City. We will establish BV as City of Stonecrest preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

Our quality management system provides the framework for continual improvement of our internal management processes and resources which will in turn add value for City through the services offered and delivered. In addition, our quality management system gives the company and City the confidence that the provision of services and products will be delivered consistently to worldwide.

### Budget Controls

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the project. Similarly, expense reports, and other direct expenses must be approved by the project manager prior to entering the cost data system. Once the information is placed in the system, the following budget control reports will be produced by our accounting group and will be available for review by the project manager.

- The Labor Report – Identifies task-specific personnel, budgeted labor hours, current week's hours, cumulative hours expended, and remaining hours under each task.
- Project Detail Report – Provides records of all direct expenses and labor cost. It also indicates the overall work assignment status, including hours and expenses budgeted, current and cumulative charges, and remaining balance.

The BV project manager will inform the designated client representative on the status of the budget, percent of budget used, and work accomplished.

### Schedule Controls

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City of Stonecrest manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for changes, and assurance in schedule compliance.

### Building Inspectors Availability

BV will anticipate your project needs and respond with specific, immediate solutions to the challenges associated with residential and commercial developments. Consistency, responsiveness, efficiency, and a positive attitude of our local staff are key components of our approach. As the largest code compliance firm in the United States, we have helped over 400 municipalities, counties, regional and state agencies handle their code compliance needs from full-service building department administration to targeted services including code enforcement service.

## 6. METHODOLOGY

### Scheduling

BV will schedule all inspection requests and track results of inspections and follow up actions, as needed. All inspections scheduled before 5 PM, Monday - Friday, will be inspected the next business day, unless a same day inspection is needed to keep the construction moving forward. In such cases, BV will accommodate same day, after-hours, weekend, and holiday requests. BV will communicate real-time progress to the City and maintain an electronic and/or hard copy filing system in an auditable system for the duration of the project.

BV will provide coverage throughout the City on a daily basis, Monday - Friday, evenings, and/or weekends as directed by the City. In addition to designated regular hours of work, BV offers a full range of as-needed or temporary coverage, to cover staff vacation time, peak work loads, specialized inspection activities and any other situations that may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

Additionally, we offer after-hour, weekend, and same-day re-inspections. We understand the importance of tight schedules and will make ourselves available to help keep the momentum moving forward. The BV team will, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined for inspection services.

### Ability and Process for Responding to Emergency Calls

In the event of an emergency, the Project Manager will be available to respond or delegate another team member to provide an appropriate response. BV has extensive experience responding to emergency matters and is highly qualified to address anything that may arise.

### Firm's Availability to City of Stonecrest

#### Transition Plan 1 - BV Staff

BV proposes to place our team in the City of Stonecrest. We are able to initiate work within fifteen (15) days of receiving the Notice to Proceed from the City. There are no major risks or challenges that would potentially affect BV's ability to meet this start date. Should the City elect to utilize BV staff for all positions we will approach the transition in this fashion:

- |        |  |
|--------|--|
| Week 1 | BV transition team and in house managers will meet to gain insight on City priorities, identify what has been working, where the City would like to see improvements, and review a detailed transition plan with key dates and deliverables. Our team will also identify current projects, duties and tasks. Project team will train with outgoing Contractor to learn the processes, procedures, and responsibilities of their designated positions. BV will work with City to identify the current staff to continue working on this contract. |
| Week 2 | BV transition team will begin delegating duties and tasks to the incoming technical team. The technical team will shadow the existing Contractor to learn daily duties, tasks, processes, and procedures.  |
| Week 3 | BV project team has completed the transition and previous Contractor no longer report to the City.   |

#### Transition Plan 2 - Existing Contractor

BV proposes to place a Chief Building Official in the City of Stonecrest to manage the day-to-day activities of the Department. Should the City request BV to retain a portion of the existing team, we will work with City leaders to identify top performers and will bring in additional qualified individuals to fill the remaining positions. Our identified project team is robust and enables us to quickly bring in resources for plan review, inspection, and permitting when needed.

## 6. METHODOLOGY

Should the City utilize this option, we will start the process of transitioning employees approximately three (3) weeks prior to the contract start date. This will ensure all background checks, benefits, and other incidentals are completed when the contract term begins. We understand this type of change can be intimidating for the team members. We are prepared to work with them in any way we can to ensure they are comfortable, confident, and supportive of this transition.

We understand that the City has a commitment to providing excellence in customer service and is looking to continue to improve the permitting process from a “reactive” approach to a “proactive” approach in partnership with the community and development stakeholders. We have experienced personnel, with thoughtful leadership, to assist in achieving the identified performance improvement goals. We will collaborate with the City and its citizens to promote and maintain a safe and desirable community. We will explore our best practices with the City to provide customized solutions that are impartial and professional while remaining in conformance with standards.

Our proposed team members are familiar with the requirements of the Office of Buildings permitting, plan review and inspection processes and procedures. We believe that technical competence, while expected, is not enough. In addition to these purely technical considerations, experience and careful, thorough consideration of issues and impacts is needed. We have devoted a great deal of time and effort over the years to refining our approach and developing documentation to assist our clients and train our staff in understanding building inspection department procedures.

We will provide an Administration and Executive Management Team whom will have the support and guidance from our internal team of executive management advisors. The Building Official Officer will direct personnel and collaborate with the City to achieve its performance improvement objectives. It is expected that the Building Official will work with the City staff to provide executive leadership and oversight to the City.

### **Subcontracting**

BV will perform the entirety of this scope of work and no subcontractors will be utilized.

## 7. INSURANCE



B U R E A

V E R I T A

# 7. INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
12/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
<b>INSURED</b> Bureau Veritas North America, Inc. 3380 Chastain Meadows Parkway, Suite 300 Kennesaw GA 30144 USA		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Hartford Fire Insurance Co.	19682
		INSURER B: Hartford Underwriters Insurance Company	30104
		INSURER C: Allianz Global Risks US Insurance Co.	35300
		INSURER D: Trumbull Insurance Company	27120
		INSURER E:	
		INSURER F:	

Holder Identifier :

Certificate No : 570085338659

COVERAGES CERTIFICATE NUMBER: 570085338659 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			USL00159321	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PO/ AGG	\$2,000,000 \$1,000,000 \$10,000 \$2,000,000 \$2,000,000 \$2,000,000
A	AUTOMOBILE LIABILITY			10 AB S41202	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41203 HI	01/01/2021	01/01/2022	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
c	Archit&Eng Prof			USF00248021 Claims Made SIR applies per policy terms & conditions	01/01/2021	01/01/2022	Each Claim Agregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

<b>CERTIFICATE HOLDER</b> Bureau Veritas North America, Inc. 3380 Chastain Meadows Parkway, Suite 300 Kennesaw GA 30144 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Services Northeast, Inc.</i>
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ACORD 25 (2016/03)

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BUREAU VERITAS 3385 Martin Farm Road, Suwanee, GA 30024

P 706.818.4668 | www.bvna.com



3385 Martin Farm Road  
Suwanee, GA 30024

67 Athens Street  
Jefferson, GA 30549

**P 706.818.4668**

**[www.bvna.com](http://www.bvna.com)**

**PROFESSIONAL SERVICES AGREEMENT**  
**Chief Building Official**

This Professional Services Agreement ("Agreement") is made and entered into this 14<sup>th</sup> day of July, 2022, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **Bureau Veritas, Inc.** ("Contractor").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing Chief Building Official services

**WHEREAS**, Contractor submitted a response to the City's Request for Proposal for Chief Building Official, 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 commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date, whichever occurs sooner ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

#### 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, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on 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 Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, 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.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**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:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

Hal Chitwood (Program Manager)  
Bureau Veritas, LLC  
67 Athens Street  
Jefferson, GA 30549  
Email : [hal.chitwood@bureauveritas.com](mailto:hal.chitwood@bureauveritas.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**

### **SCOPE OF SERVICES**

The scope of services includes but is not to be limited to the following:

- a) Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; maintains standards through the effective coordination of activities; provides recommendations concerning new hires, transfers, promotions, disciplinary action, discharge, and salary administration.
- b) Manages and guides the plan review, permitting and inspection function of building permit and inspection services of the Building Division; develops and establishes policies and procedures governing the plans review, permit issuance and inspection process; renders interpretation of codes; directs and performs building and construction inspections.
- c) Manages the implementation and enforcement of applicable City, State and Federal ordinances and laws related to building construction.
- d) Oversees the permitting process by issuing building permits and answering related questions; prepares reports; issues certificates of occupancy.
- e) Reviews and analyzes various reports, forms and documents, reviews construction documents for compliance with building, plumbing, electrical, mechanical, life safety, fire, and accessibility codes; reviews engineering reports to approve for construction; analyzes concrete lab reports to determine strength of materials; reviews materials list to determine appropriate use of materials; reads roof and floor system truss reports to determine appropriate installation and bracing.
- f) Performs administrative tasks to support the daily operations of the department and division.
- g) Conducts technical reviews of building and construction documents, plans, and related information; directs and performs plans reviews; analyzes information to determine condemnation of property; provides assistance with planning and zoning and engineering reviews; reviews technical reports for compliance.
- h) Attends various meetings as needed, including but not limited to Historic Preservation Commission and Design Review Board, to provide information and recommendations and gather information; attends pre-application review meetings; conducts Construction Board of Adjustment and Appeal (CBAA) meetings; consults with

- architects and engineers; meets with contractors to provide information and resolve problems.
- i) Interacts and communicates with various groups and individuals, by email, phone, and in person meetings, to provide information and resolve conflict.
  - j) Receives, investigates, and responds to complaints; coordinates activities with other departments and County representatives; confers with attorneys concerning legal issues.
  - k) Develops, implements, and manages the division budget; monitors expenditures to ensure compliance with budgetary guidelines.
  - l) Operates a personal computer, printer, calculator, copier, fax machine, phone system, and other equipment as necessary to complete essential functions, to include the use of word processing, desktop publishing, spreadsheet, database, and other system software utilized within the department.
  - m) Performs other related duties as required



## 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).

CHIEF BUILDING OFFICIAL No. 2022-005			Bureau Veritas	Lowe Engineering	SAFEbuilt
	Evaluation Criteria				
	Section 1 - PERSONNEL EXPERIENCE	25	72	68	66
	Section 2 - PROJECT EXPERIENCE	30	85	77	79
	Section 3 - PROJECT UNDERSTANDING	25	70	73	69
	Section 4 - APPROACH	20	60	52	51
		100	95.67	90.00	88.33



## CITY COUNCIL AGENDA ITEM

**SUBJECT: Salem Park Playground Replacement Recommendation**

**AGENDA SECTION:** *(check all that apply)*

☐ PRESENTATION    ☐ PUBLIC HEARING    ☐ CONSENT AGENDA    ☐ OLD BUSINESS  
☒ NEW BUSINESS    ☐ OTHER, PLEASE STATE: Click or tap here to enter text.

**CATEGORY:** *(check all that apply)*

☐ ORDINANCE    ☐ RESOLUTION    ☒ CONTRACT    ☐ POLICY    ☐ STATUS REPORT  
☒ OTHER, PLEASE STATE: Click or tap here to enter text.

**ACTION REQUESTED:** ☒ DECISION    ☐ DISCUSSION,    ☐ REVIEW, or    ☐ UPDATE ONLY

**Previously Heard Date(s):** Click or tap to enter a date. & Click or tap to enter a date.

**Current Work Session:** Click or tap to enter a date.

**Current Council Meeting:** Monday, September 12, 2022

**SUBMITTED BY:** Gia Scruggs on behalf of SPLOST- Parks Administration

**PRESENTER:** Gia Scruggs, Finance Director

**PURPOSE:** The Salem Park Playground equipment is in need of replacement. This playground equipment was removed after the acquisition of the park from DeKalb County. The purchase of the new playground equipment will be with Play South Playground Creators through a cooperative agreement with Sourcewell. The amount of this purchase is \$284,138.15. The Funding for this will be SPLOST- Parks Administration - Other Equipment.

**FACTS:** .

**OPTIONS:** Approve, Deny, Defer Click or tap here to enter text.

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

- (1) Attachment 1 - Salem Park Playground Equipment Replacement Requisition
- (2) Attachment 2 -



## CITY COUNCIL AGENDA ITEM

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- (3) Attachment 3 - Click or tap here to enter text.
- (4) Attachment 4 - Click or tap here to enter text.
- (5) Attachment 5 - Click or tap here to enter text.





## REQUISITION FORM

**PURCHASE REQUISITION**

Date issued: August 15, 2022

Req. No. PR: 10-22

Need Date: August 19, 2022

Department: Parks and Recreation

To be purchased from: Play South Playground

Requisitioner: Tanya Diaz

Department Head: Benjamin Dillard

To be delivered to: Salem Park, 5290 Salem Road,  
Stonecrest, GA 30038

Suggested vendors:

1. Play South Playground Creators
- 2.
- 3.

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	ACCOUNT TO BE CHARGED	UNIT PRICE	AMOUNT
	1		All Burke commercial playground equipment as shown			\$170,759.00
			Less Sourcewell purchasing contract discount			(\$25,613.85)
	1		Door-to-door freight			\$5,903.00
	1		Installation of all new equipment			\$40,500.00
	1		Site prep for existing circles			\$2,950.00
	4980 sq. ft.		75% / 25% EPDM Poured Rubber Surfacing			\$89,640.00
			TOTAL			\$284,138.15

Specifications: This requisition is to purchase and install playground at Salem per quote attached.

Competitive Prices: (To be filled in by Purchasing)      **Approved:**

Cooperative agreement - \_\_\_\_\_

Sourcewell \_\_\_\_\_

Finance Officer \_\_\_\_\_

Purchasing Agent \_\_\_\_\_

City Manager \_\_\_\_\_

(SEE HARI/GIA)  
SPLOST PROJECT  
PLAYGROUND REPLACEMENT  
[Signature]



PO Box 492467  
Atlanta, GA 30349  
(770) 719-9005

Date: 8/22/2022  
Quote #: Stonecrest Salem 1.d  
Rep: Andy Bryant  
Direct: (678) 488-6572

## QUOTATION

	Bill to:	Ship to:
Name	City of Stonecrest	Salem Park
Address	3120 Stonecrest Blvd. Suite 190	5290 Salem Road
City, State Zip	Stonecrest, GA 30038	Stonecrest, GA 30038
Contact & Phone	Ben Dillard (404) 224-0178	Ben Dillard (404) 858-1417
Email	<a href="mailto:bdillard@stonecrestga.gov">bdillard@stonecrestga.gov</a>	

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
<b>OPTION 1 Playground Design:</b>				
1	132-143921-2	All Burke commercial playground equipment as shown		\$ 170,759.00
		Less Sourcewell purchasing contract discount (15%)		(25,613.85)
1		Door-to-door freight:	5,903.00	5,903.00
1		Installation of all new equipment		\$ 40,500.00
1		Site prep for existing circles		2,950.00
4980	sq feet	75%/25% EPDM Poured Rubber Surfacing		89,640.00
<b>Reference Sourcewell Contract #010521-BUR</b>				
<b>NOTES:</b> The ages 5-12 swings are deleted in this quote.				
This quote is valid until <b>Sept 30, 2022</b> . Please allow 12-14 weeks lead time for completion of project. A 50% deposit or your Official Purchase Order is due with this signed quotation to enter the order. The final balance is due in our office within 15 days after delivery. Although every effort will be taken to avoid disruption, PlaySouth is not liable for damage or repairs to existing hardscape or landscaping during this construction project.				

### COLORS:

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Sales Tax Rate  
Installation Svcs.

SubTotal	\$	284,138.15
0.00%	\$	-
above	\$	-
<b>GRAND TOTAL</b>	<b>\$</b>	<b>284,138.15</b>

Authorized signature & date:

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A deposit payment of 50% deposit of the Grand Total amount is required before an order can be placed.  
Your signature, date and color selections must be completed above for order acceptance.  
Full payment is due within 15 days after completion. Standard rock clause will apply to installation services.

Thank you for considering PlaySouth Playground Creators!!

# DESIGN SUMMARY

PlaySouth Playground Creators is very pleased to present this proposal for consideration for the Salem Park Option 2 located in Stonecrest. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Stonecrest. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Salem Park Option 2
- Project Number: 132-143982-3
- User Capacity: 164
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 55' 3" x 126' 5"
- Designer Name: Stevie Rosenkranz

PlaySouth Playground Creators has developed a custom playground configuration based on the requirements as they have been presented for the Salem Park Option 2 playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 132-143982-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Salem Park Option 2 playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

3453 SQ.FT.

PERIMETER

525 FT.

STRUCTURE SIZE

55' 3" x 126' 5"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS  
☒ 2-5 YEAR OLDS  
☒ 5-12 YEAR OLDS  
☐ 13 + YEAR OLDS



Registered  
to ISO 9001

Registered  
to ISO 14001



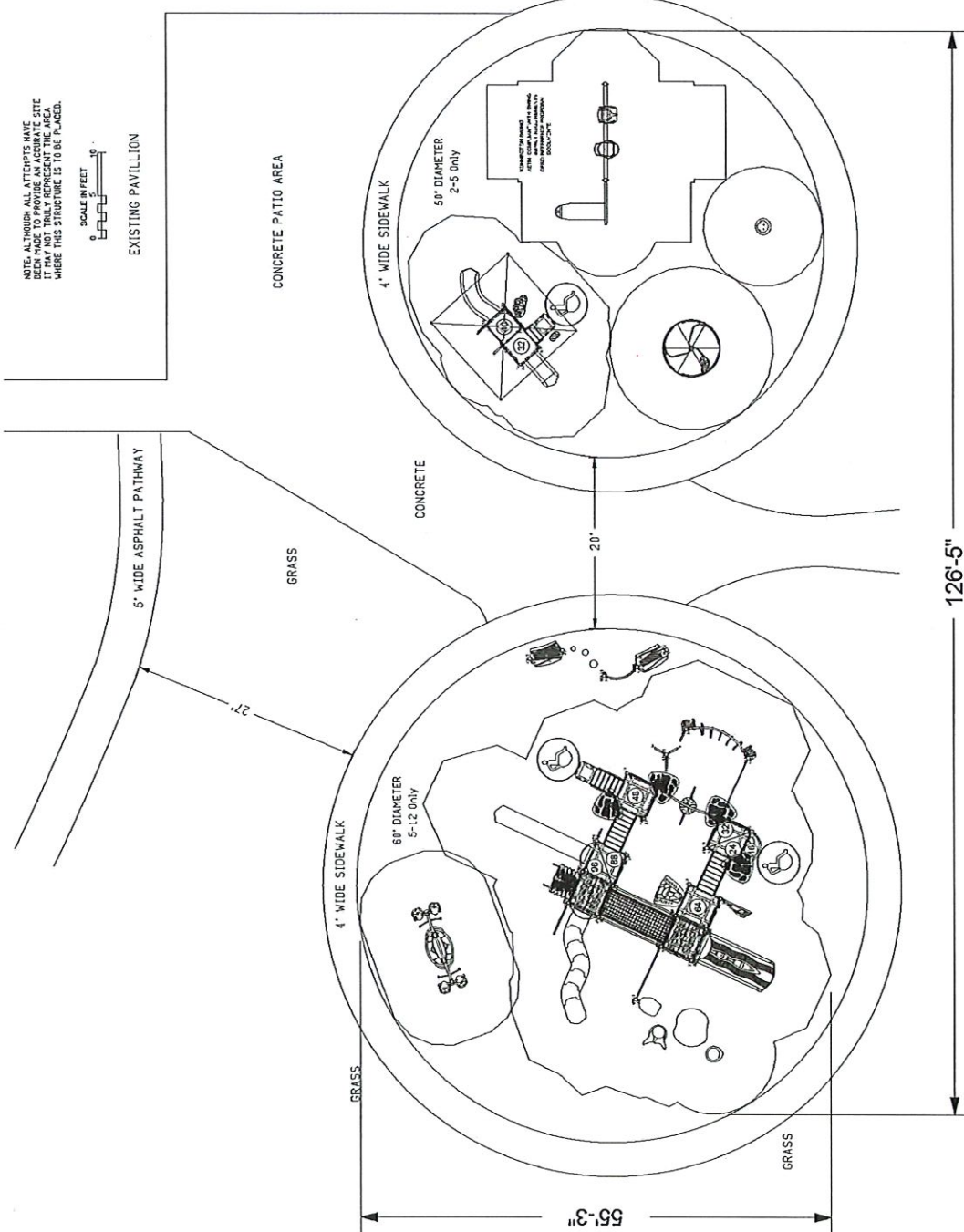
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.  
U.S. CPSC recommends the  
separation of age groups in  
playground layouts.

Item XI. a.



## WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

## ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	39	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS:	15	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	RECD: 13
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 13	RECD: 8
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 24	RECD: 5
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 11	RECD: 3

**Burke**

August 19, 2022

SERIES: Basics, Intensity, Nucleus, Synergy

SITE PLAN

DRAWN BY: Stevie Rosenkranz

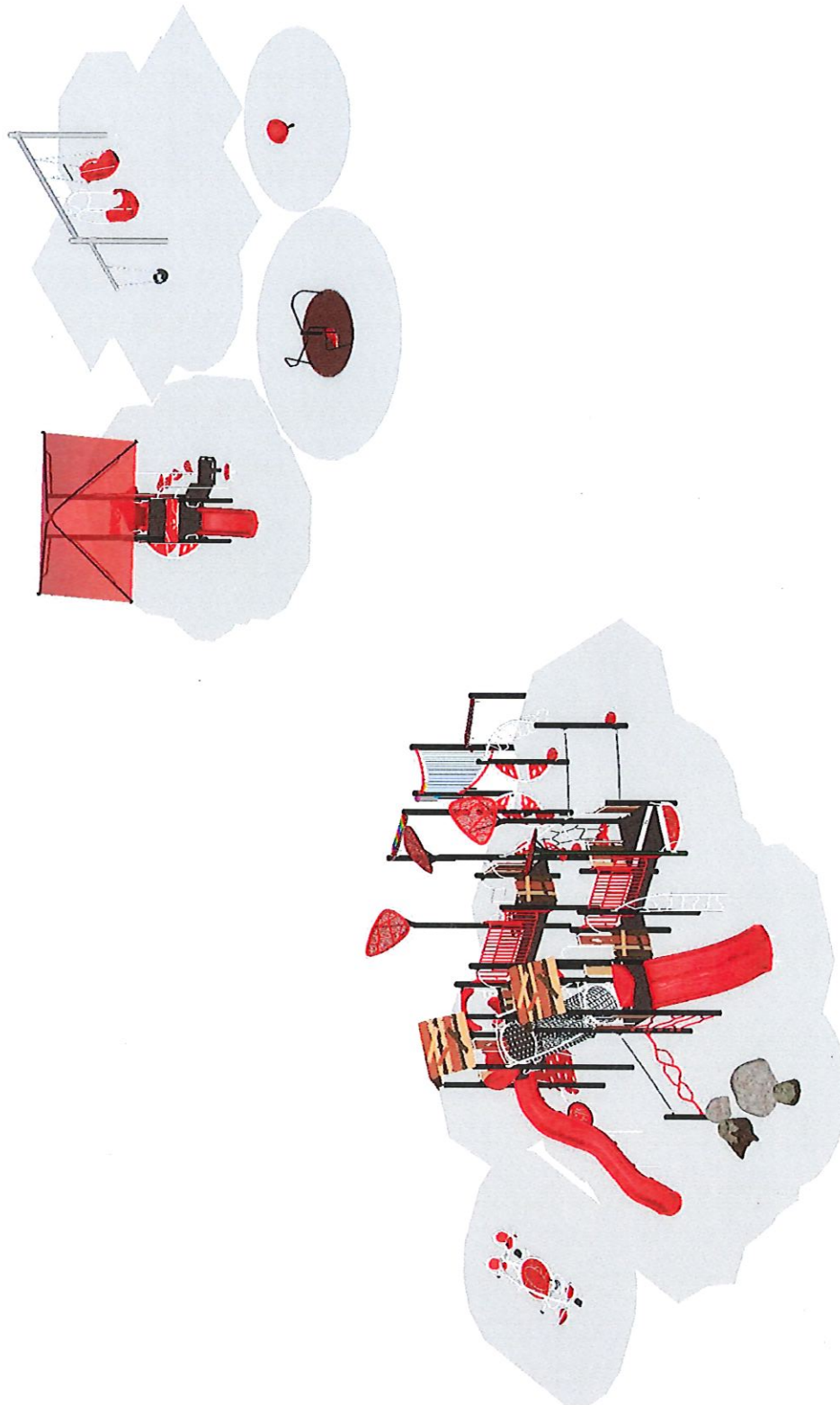
Salem Park Option 2

5290 Salem Road

Stonecrest, GA 30038

PlaySouth Playground Creators

132-143982-3



**Burke**

August 19, 2022

SERIES: Basics, Intensity, Nucleus, Synergy  
ISOMETRIC PLAN  
DRAWN BY: Stevie Rosenkranz

Salem Park Option 2  
5290 Salem Road  
Stonecrest, GA 30038

PlaySouth Playground Creators  
132-143982-3

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220