

**Mayor**

Derek Easterling

**City Manager**

Jeff Drobney, ICMA-CM

**City Clerk**

Lea Alvarez, CMC

**Council**

Mayor Pro Tem Antonio

Jones

Madelyn Orochena

Tracey Viars

Pat Ferris

**City Council****Meeting Agenda**

**February 5, 2024 6:30 PM**

**Council Chambers**

**(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

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**1. Invocation****2. Pledge of Allegiance****3. Call to Order****4. Announcements**

A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.

Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email [kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov) no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

**5. Presentations**

A. Presentation of PROCLAMATION declaring February 16, 2024, as Arbor Day in the City of Kennesaw.

B. Presentation of CALEA Awards to the Kennesaw Police Department and Kennesaw/Acworth 911.

C. Presentation of the Kennesaw Police Department's Georgia Association of Chiefs of Police State Certification.

- D. Promotion of Kennesaw Police Department Officer Chris Johnson to Sergeant.

**6. Public Comment/Business from the Floor**

**7. Old Business**

**8. New Business**

- A. Approval of RESOLUTION to set a qualifying fee for a Special Election on May 21, 2024, to fill a vacancy on Council Post 5 and authorization to advertise said notice and fee.
- B. Approval of RESOLUTION authorizing the 2024 Special Election qualifying dates and authorization of the Mayor to execute the contract with Cobb County Board of Elections and Registration to conduct the City's Special Election to be held May 21, 2024.

**9. Committee and Board Reports**

**10. Public Hearing(s)**

- A. Consideration of ORDINANCE to adopt an oath as prescribed by the Code of Ordinances of the City of Kennesaw, Georgia, Section 2-71(f).

**11. Consent Agenda**

- A. Approval of the January 16, 2024, City Council regular meeting minutes.
- B. Approval of RESOLUTION for Bid and Award of Contract to Creative Landscape Group for Landscaping of Medians on Watts Drive.
- C. Approval of RESOLUTION authorizing the Mayor to sign a proposal from Osprey Management, LLC for the replacement of porch soffits at the Ben Robertson Community Center.
- D. Approval of up to \$53,000 from the Court Services Improvement Fund to purchase new security equipment.

**12. General and Administrative**

**13. Public Safety**

- A. Receipt of the December 2023 Crime Statistics.

**14. Information Technology**

**15. Public Works**

**16. Recreation and Culture**

**17. Community Development**

**18. Public Comment/Business from the Floor**

**19. City Manager's Report**

- A. Reports, Discussions, and Updates

**20. Mayor's Report**

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

**21. Council Reports & Discussions**

**22. Executive Session**

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

**23. Adjourn**



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Lea Alvarez, City Clerk  
**DATE:** February 5, 2024  
**TITLE:** Presentation of PROCLAMATION declaring February 16, 2024, as Arbor Day in the City of Kennesaw.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. Proclamation - Arbor Day



## PROCLAMATION

### DECLARING FEBRUARY 16, 2024, AS ARBOR DAY IN THE CITY OF KENNESAW

**WHEREAS:** The first Arbor Day was celebrated in 1872 as a special day for planting trees and has grown to thousands of celebrations in communities across our nation each year; and

**WHEREAS:** Community partners, families and friends will be joined together at local Arbor Day ceremonies to recognize the benefits of trees and urban forests; and

**WHEREAS:** Trees will be planted across the state creating a lasting legacy for future generations; and

**WHEREAS:** Trees improve water quality and quantity, reduce the erosion of precious topsoil, increase property values and economic vitality in business areas, provide shade, cleanse the air, create habitat for wildlife, and add beauty to communities; and

**WHEREAS:** All of Georgia benefits from forestry, which contributes billions of dollars annually to our state's economy and provides employment for more than 100,000 people.

**NOW THEREFORE, I, Derek Easterling,** by the authority vested in me as Mayor of the City of Kennesaw do hereby proclaim the City of Kennesaw's support of Arbor Day. Further, I encourage all citizens to participate in our Community Volunteer Day at Smith-Gilbert Gardens on Monday, February 12<sup>th</sup> to celebrate Georgia's Arbor Day by planting trees and shrubs.

**IN WITNESS THEREOF,** I have hereunto set my hand and caused the official seal of the City of Kennesaw, Georgia, to be affixed this 5<sup>th</sup> day of February 2024.

ATTEST:

CITY OF KENNESAW:

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Lea Alvarez, City Clerk

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Derek Easterling, Mayor



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:**

**DATE:** February 5, 2024

**TITLE:** Presentation of CALEA Awards to the Kennesaw Police Department and Kennesaw/Acworth 911.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**  
None



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:**

**DATE:** February 5, 2024

**TITLE:** Presentation of the Kennesaw Police Department's Georgia Association of Chiefs of Police State Certification.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**  
None



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:**  
**DATE:** February 5, 2024  
**TITLE:** Promotion of Kennesaw Police Department Officer Chris Johnson to Sergeant.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**  
None



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Lea Alvarez, City Clerk

**DATE:** February 5, 2024

**TITLE:** Approval of RESOLUTION to set a qualifying fee for a Special Election on May 21, 2024, to fill a vacancy on Council Post 5 and authorization to advertise said notice and fee.

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### Summary:

The Georgia Election Code § 21-2-131 requires the governing authority of any municipality to set qualifying fees and publish such fees at least 35 days prior to a special election for each office to be filled. Due to the resignation of Trey Sinclair, a vacancy exists for Council Post 5. It is necessary to call a special election to fill the term of office, which expires December 31, 2025.

### Recommendation:

The City Clerk recommends approval of the 3% qualifying fee for the May 21, 2024, special election to fill a vacancy on Council Post 5 hereby set at \$360.00 and publish the required notice in the Marietta Daily Journal.

### Fiscal Impact:

### Attachments:

1. RESOLUTION - Special Election Qualifying Fees

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2024-\_\_, 2024**

**RESOLUTION OF THE CITY OF KENNESAW SETTING QUALIFYING FEE FOR  
MAY 21, 2024, SPECIAL ELECTION TO FILL A VACANCY ON COUNCIL  
POST 5 AND AUTHORIZATION TO ADVERTISE SAID NOTICE AND FEES**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,  
COBB COUNTY, GEORGIA, AS FOLLOWS:**

**WHEREAS**, the Georgia Election Code § 21-2-131 requires the governing authority of any municipality to set qualifying fees and publish such fees at least 35 days prior to a special election for each office to be filled; and

**WHEREAS**, in 2024 a vacancy exists for Council Post 5, therefore it is necessary to call a special election to fill the term of office which expires December 31, 2025; and

**WHEREAS**, the required fee is 3% of the gross salary of said office; and

**WHEREAS**, the required noticing shall be published in the Marietta Daily Journal.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Kennesaw that the 3% qualifying fees for the May 21, 2024, special election to fill a vacancy on Council Post 5 is hereby set at \$360. Staff is directed to publish the required notice in the Marietta Daily Journal.

**PASS AND ADOPTED** by the Kennesaw City Council on this \_\_\_\_ day of February 2024.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Lea Alvarez, City Clerk

**DATE:** February 5, 2024

**TITLE:** Approval of RESOLUTION authorizing the 2024 Special Election qualifying dates and authorization of the Mayor to execute the contract with Cobb County Board of Elections and Registration to conduct the City's Special Election to be held May 21, 2024.

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### Summary:

The City of Kennesaw will have a special election on May 21, 2024, to fill an at-large Council vacancy on Post 5 due to the resignation of Trey Sinclair. In accordance with the Kennesaw Code of Ordinances § 42-2, the Council shall appoint the Cobb County Board of Elections and Registration to perform all duties as superintendent of elections. In accordance with O.C.G.A § 21-2-540(b) and the Kennesaw Charter § 5.02, the qualifying period will be for a minimum of three days. The qualifying dates are hereby established as Monday, March 4, 2024, Tuesday, March 5, 2024, and Wednesday, March 6, 2024, from 8:30 a.m. to 4:30 p.m., closed for lunch from 12:00 p.m. and 1:00 p.m.

### Recommendation:

The City Clerk recommends approval of the Resolution and to authorize the Mayor to execute the contract agreement with Cobb County Board of Elections and Registration.

### Fiscal Impact:

### Attachments:

1. RESOLUTION - Set Special Election Dates and County Contract Resolution
2. Contract

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2024-04, 2024**

**RESOLUTION AUTHORIZING THE 2024 SPECIAL ELECTION QUALIFYING DATES  
AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE COBB  
COUNTY BOARD OF ELECTIONS AND REGISTRATION TO CONDUCT THE CITY'S  
SPECIAL ELECTION TO BE HELD MAY 21, 2024.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,  
COBB COUNTY, GEORGIA, AS FOLLOWS:**

**WHEREAS**, the City of Kennesaw shall have a Special Election on May 21, 2024, to fill a Council vacancy on Post 5, elected at large; and

**WHEREAS**, in accordance with the City of Kennesaw Code of Ordinances § 42-2, the Council shall appoint the Cobb County Board of Elections and Registration to perform all duties as superintendent of elections; and

**WHEREAS**, in accordance with O.C.G.A. § 21-2-540(b) and Kennesaw Charter § 5.02, the qualifying period will be for a minimum of ~~two and one-half~~three days, and hereby establish the qualifying dates of Monday, March 4, ~~and Tuesday, March 5, 2024, and Wednesday, March 6, 2024,~~ from 8:30 a.m. to 4:30 p.m., closed for lunch from 12:00 p.m. to 1:00 p.m., ~~and Wednesday, March 6, 2024, from 8:30 a.m. to 12:30 p.m.; and~~

**WHEREAS**, Resolution No. 2024-\_\_, 2024 set the qualifying fee of \$360 for Council Post 5 (3% of the gross salary of said office) in accordance with O.C.G.A. § 21-2-131; and

**WHEREAS**, Cobb County Board of Elections and Registration will publish the required advertising of qualifying dates with the Call of Election notice; and

**WHEREAS**, the contract with Cobb County Board of Elections and Registration is attached.

**NOW, THEREFORE, BE IT RESOLVED** the Kennesaw City Council set the qualifying dates for the May 21, 2024, special election to be held Monday, March 4, Tuesday, March 5, 2024, and Wednesday, March 6, 2024, from 8:30 a.m. to 4:30 p.m., closed for lunch from 12:00 p.m. to 1:00 p.m. ~~Monday and Tuesday, March 4 and March 5, 2024, from 8:30 a.m. to 4:30 p.m., closed for lunch from 12:00 p.m. to 1:00 p.m., and Wednesday, March 6, 2024, from 8:30 a.m. to 12:30 p.m.~~

**BE IT FURTHER RESOLVED** this hereby authorizes the Mayor to sign and execute the contract agreement with Cobb County Board of Elections and Registration for said election services.

PASSED AND ADOPTED by the Kennesaw City Council on this 5<sup>th</sup> day of February 2024.

ATTEST:

CITY OF KENNESAW

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Lea Alvarez, City Clerk

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Derek Easterling, Mayor

## CONTRACT FOR CONDUCT OF KENNESAW SPECIAL ELECTION CITY COUNCIL, POST 5

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Kennesaw, Georgia (hereinafter “the City”) and Cobb County, Georgia (hereinafter “the County”), witnesseth that:

WHEREAS, the City has by Resolution on February 5<sup>th</sup>, 2024, authorized a special election (“Special Election”) to be called and held on Tuesday, **May 21, 2024**, for the purpose of filling a vacancy in the office of Council Member Post 5; and,

WHEREAS, the City has requested the County to perform the functions imposed by O.C.G.A. Section 21-2-45 with reference to such elections;

NOW, THEREFORE, in consideration of the sum \$1.00, and in consideration of the mutual covenants, promises, conditions and agreements contained herein, the Parties mutually agree as follows;

1. **Payment for Costs:** The City agrees to pay to the County for the service of its Board of Elections and Registration in the conduct of the Special Election on Tuesday, May 21, 2024, all actual costs incurred in conducting the Special Election which are directly attributable to the cost of conducting the Special Election.
2. **Duties of the County:** The County shall perform, through its Board of Elections and Registration, the following functions with reference to the conduct of the Special Election: (a) election planning; (b) ballot layout for absentee and provisional ballots; (c) hiring of personnel; (d) qualifying of candidates; (e) programming of election equipment; (f) preparation of electors list; (g) election day coverage; (h) election managers meeting; (i) auditing of election results; (j) certification and consolidation of returns; (k) absentee voting; (l) advance voting; (m) purchasing or renting of equipment, supplies, and facilities; (n) publishing any required Call or notice; (o) training of poll workers; (p) obtaining legal research and representation as necessary; and (q) such other reasonable and necessary duties and services as are required.
3. **Term:** This Agreement will begin on the Effective Date and shall continue until the conclusion of the Special Election unless terminated by either Party with 30 days written notice. If the City terminates the Agreement, the City agrees to pay the County the actual cost incurred by the County in preparing for and/or conducting the Special Election through the date of termination.
4. **Merger:** This Agreement states the full agreement between the Parties and supersedes all prior negotiations and agreements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF KENNESAW**

BY: \_\_\_\_\_  
Derek Easterling, Mayor

ATTEST: \_\_\_\_\_  
Lea Alvarez, City Clerk

(seal)

**COBB COUNTY BOARD OF ELECTIONS & REGISTRATION**

BY: \_\_\_\_\_  
Tori Silas, Chair

ATTEST: \_\_\_\_\_  
Tate Fall, Director

(seal)



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Lea Alvarez, City Clerk

**DATE:** February 5, 2024

**TITLE:** Consideration of ORDINANCE to adopt an oath as prescribed by the Code of Ordinances of the City of Kennesaw, Georgia, Section 2-71(f).

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### Summary:

Section 2-71(f) states, "no member of a board, commission, or authority shall assume office until s/he has executed and filed with the clerk of the city an oath obligating such member to perform faithfully and impartially the duties of his/her office, such oath to be prescribed by ordinance and administered by the mayor." Pursuant to that section, 2-71 has been amended by adding a new section, 2-71(i), which includes an oath of office for any individual appointed to a board, commission, or authority. This public hearing was advertised in the Marietta Daily Journal on January 26, 2024, and will be advertised again on February 2, 2024.

### Recommendation:

City Clerk recommends approval.

### Fiscal Impact:

### Attachments:

1. ORDINANCE - Boards and Commissions Oath of Office
2. 2024.01.26 PH Ord Change 2-71-f
3. 2024.02.02 PH Ord Change 2-71-f

**CITY OF KENNESAW  
GEORGIA**

**ORDINANCE NO. 2024-\_\_\_\_, 2024**

**AN ORDINANCE TO ADOPT AN OATH AS PRESCRIBED BY THE CODE OF  
ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SECTION 2-71(f)**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,  
COBB COUNTY, GEORGIA, AS FOLLOWS:**

**WHEREAS**, pursuant to 2-71(f) in that “No member of a board, commission, or authority shall assume office until s/he has executed and filed with the clerk of the city an oath obligating such member to perform faithfully and impartially the duties of his/her office, such oath to be prescribed by ordinance and administered by the mayor.”; and

**WHEREAS**, That the following oath shall be adopted as an Ordinance in accordance with the requirements of the Code of Ordinances of the City of Kennesaw, Georgia Section 2-71(f); and

**WHEREAS**, the Code of Ordinances of the City of Kennesaw, Georgia is hereby amended by adding a new section, 2-71(i) to read as follows:

**Section 1:**

**2-71(i) Oath of Office**

That should any individual be appointed to a board, commission or authority, they shall first take the below Oath of Office and following taking the Oath, shall sign a copy of such Oath which shall be filed with the Clerk of the City

Before a person takes any office in the city government, he or she shall take, before an officer of the state authorized to administer oaths, the following such oath or affirmation:

"I swear that I will faithfully and impartially uphold the Constitution of this State and of the United States, and will conduct myself faithfully during my continuance in office. I have not, in order to influence my election to this office, directly or indirectly promised my vote or support to any person or officer in the government of the City of Kennesaw, nor for any other office. I will not knowingly permit my vote in the election or appointment of any persons to a position in this government to be influenced by fear, favor, or the hope of reward, but in all things pertaining to my office I will be governed by what in my judgment is for the public good and for the best interest of the city, so help me God."

Dated this,

\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Appointed Official

\_\_\_\_\_  
Print name of Appointed Official

**Section 2:**

PASSED AND ADOPTED by the Kennesaw City Council on this 5<sup>th</sup> day of February, 2024.

ATTEST:

CITY OF KENNESAW:

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

1:26-2024

8003Public Hearing

MDJ-1159  
GPN-16

NOTICE OF PUBLIC HEARING  
CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct a public hearing on February 5, 2024, at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to adopt an oath as prescribed by the Code of Ordinances of the City of Kennesaw, Georgia, Section 2-71(f). A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

1:26;2:2-2024

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cial Circuit, approved February 19, 1951 (Ga. L. 1951, p. 184), as amended; and for other purposes.  
2:2-2024

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8003

Public Hearing

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MDJ-1159

GPN-16

NOTICE OF PUBLIC HEARING

CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct a public hearing on February 5, 2024, at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to adopt an oath as prescribed by the Code of Ordinances of the City of Kennesaw, Georgia, Section 2-71(f). A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

1:26;2:2-2024

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MDJ-1199

GPN-16



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Lea Alvarez, City Clerk  
**DATE:** February 5, 2024  
**TITLE:** Approval of the January 16, 2024, City Council regular meeting minutes.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 01-16-24 City Council Minutes - DRAFT

**MINUTES OF CITY COUNCIL MEETING  
CITY OF KENNESAW  
Council Chambers  
January 16, 2024  
6:30 PM**

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|         |                                                                                                                                                                                                                                                                               |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Present | Mayor Derek Easterling<br>Mayor Pro Tem Antonio Jones<br>Councilmember Madelyn Orochena<br>Councilmember Tracey Viars<br>Councilmember Pat Ferris<br>Councilmember Trey Sinclair<br>City Clerk Lea Alvarez<br>City Manager Jeff Drobney<br>City Attorney Randall Bentley, Sr. |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**1. Invocation**

City Attorney Randall Bentley, Sr. led the Invocation.

**2. Pledge of Allegiance**

City resident Andrew Bramlett led the Pledge of Allegiance.

**3. Call to Order**

Mayor Easterling called the meeting to order at 6:31 p.m.

**4. Announcements**

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
- B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email [kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov) no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

**5. Presentations**

**6. Public Comment/Business from the Floor**

6:32 p.m. Floor Open for Public Comments

No comments.

6:33 p.m. Floor Closed for Public Comments

**7. Old Business**

**8. New Business**

**9. Committee and Board Reports**

**10. Public Hearing(s)**

**11. Consent Agenda**

A. Approval of the January 2, 2024, City Council Meeting A minutes.

B. Approval of the January 2, 2024, City Council Meeting B minutes

Motion by Mayor Pro Tem Jones to approve the Consent Agenda engross. Seconded by Councilmember Sinclair. Vote taken, motion unanimously approved 5-0. Motion passed.

**12. General and Administrative**

**13. Public Safety**

**14. Information Technology**

**15. Public Works**

**16. Recreation and Culture**

**17. Community Development**

**18. Public Comment/Business from the Floor**

6:34 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared another local history story about the origins of student housing for Kennesaw State University (See **Exhibit A**).

JOHN LITTLE [City Resident]: Mr. Little has lived within the city limits for only a year. He enjoys living within the city and all its services. However, he requested the Council impose a four-year moratorium on multifamily building permits, except for assisted living. Mr. Little says Kennesaw is inundated with multifamily apartments.

6:37 p.m. Floor Closed for Public Comments

**19. City Manager's Report**

A. Reports, Discussions, and Updates

Dr. Drobney thanked all the city staff that pre-treated the city during the cold weather event we had.

**20. Mayor's Report**

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

**21. Council Reports & Discussions**

Mayor Pro Tem Jones encouraged everyone to stay warm.

Councilmember Sinclair encouraged everyone to stay warm as well.

Councilmember Ferris asked everyone to take care of their neighbors in this weather and to stay safe.

Councilmember Orochena hoped everyone enjoyed a peaceful Martin Luther King, Jr. Day and reminded the public of the Book Swap this weekend at the Ben Robertson Community Center.

Councilmember Viars congratulated Mayor Easterling on his State of the City last week.

**22. Executive Session**

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

**23. Adjourn**

Mayor Easterling adjourned the meeting at 6:39 p.m. The next regularly scheduled meeting will be held on Monday, January 29, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

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Lea Alvarez, City Clerk

# KENNESAW HISTORY

## KSU in Kennesaw

Photo of the Save Inn, on  
Cobb Parkway in Kennesaw

From the September 1978  
*Sentinel*



Save Inn, located on U. S. 41, makes its convenient location available to Kennesaw student.

With the opening of Interstate 75 in the mid-1970s, many automobile travelers choose the new route instead of Cobb Parkway. Because of this, motel owners along Highway 41 began trying to find ways to attract new business.

One of these motels was the Save Inn. It was built back in 1972 as the Pacemaker Red Carpet Inn, and was renovated and renamed the Save Inn in 1977. In 1978, the motel's sales director Janie Sutler came up with a way to increase their business. Kennesaw College (now KSU) that was nearby had no official option for student housing. Sutler's plan was to offer students dorm-like accommodations at the Save Inn.

The students who stayed at the Save Inn paid \$175 for a private room, or \$100 each if they had a roommate. The inn was also interested in hiring students for jobs around the motel. While the idea was very short lived, it was the first attempt for KSU student housing. The Save Inn went downhill in the late 1970s and into the 1980s, and would undergo a number of name changes during its history and would end its life as Budgetel.

Presented by Andrew J. Bramlett at the January 16, 2024,  
City of Kennesaw Mayor & Council Meeting

Names and Addresses will be disclosed in the Permanent Minutes of the  
City of Kennesaw

**PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR**

**Mayor & Council Regular Meeting**

**1/16/2024**

**Public Comment Sign-in**

|    | Name            | Address                   | Topic         |
|----|-----------------|---------------------------|---------------|
| 1  | Andrew J. Brant | 2990 Amherst Ct. Kennesaw | Local history |
| 2  | JOHN LITTLE     | 3950 WINDOVER LANE        | ZONING        |
| 3  |                 |                           |               |
| 4  |                 |                           |               |
| 5  |                 |                           |               |
| 6  |                 |                           |               |
| 7  |                 |                           |               |
| 8  |                 |                           |               |
| 9  |                 |                           |               |
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| 11 |                 |                           |               |
| 12 |                 |                           |               |
| 13 |                 |                           |               |
| 14 |                 |                           |               |
| 15 |                 |                           |               |
| 16 |                 |                           |               |
| 17 |                 |                           |               |
| 19 |                 |                           |               |



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Ricky Stewart, Public Works Director

**DATE:** February 5, 2024

**TITLE:** Approval of RESOLUTION for Bid and Award of Contract to Creative Landscape Group for Landscaping of Medians on Watts Drive.

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### Summary:

The current landscaping on Watts Drive was severely damaged during the cold temperatures of December 2022. After a growing season, the landscaping did not recover and it was decided that the current plant material needed to be removed and replaced with new material.

Staff solicited bids from qualified contractors for the landscaping of the medians of Watts Drive. Four bids were received: Creative Landscape Group - \$54,404.00; Appalachian Landscape and Lawncare - \$54,574.70; Tri Scapes, Inc - \$116,526.45; Vee's Handy Services - \$240,000.00.

### Recommendation:

The Public Works Director recommends approval of bid and award of contract to Creative Landscape Group for an amount not to exceed \$54,404.00 and requests Council approve a Resolution authorizing the Mayor to sign attached Contract.

### Fiscal Impact:

230-4200-53-118100-00000 Street Landscaping Material and Supply

### Attachments:

1. RESOLUTION - Watts Drive Medians Award to Creative Landscape Group
2. Attachment A
3. Watts Drive Landscape Median Agreement
4. Bid Log
5. Creative Landscape Bid
6. 2023-12-08 Legal Ad

7. 2023-12-22 Legal Ad

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2024-\_\_\_\_, 2024**

**RESOLUTION TO APPROVE A CONTRACT WITH CREATIVE LANDSCAPE GROUP FOR  
LANDSCAPING OF MEDIANS ON WATTS DRIVE**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB  
COUNTY, GEORGIA, AS FOLLOWS:**

**WHEREAS**, the landscaping in the medians of Watts Drive was damaged during extreme cold;  
and

**WHEREAS**, it was decided that the damaged plants needed to be removed and replaced; and

**WHEREAS**, Creative Landscape Group was the lowest bidder and has offered to performed the  
required work for a cost of \$54,404.00.

**BE IT RESOLVED** the Kennesaw City Council authorizes the Mayor to execute a contract with  
Creative Landscape Group to perform described work as shown as Attachment A with a budget  
not to exceed \$54,404.00.

**BE IT FURTHER RESOLVED** this Resolution shall become effective from and after its adoption  
and execution by the mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_day of February 2024.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

LANDSCAPE CONSTRUCTION DOCUMENTS FOR

CITY OF KENNESAW

WATTS DRIVE LANDSCAPE MEDIANS

CITY OF KENNESAW, GA 30213

11/17/2023



VICINITY MAP

SCALE: N.T.S.



| Sheet List Table |                            |
|------------------|----------------------------|
| Sheet Number     | Sheet Title                |
| G-001            | COVER SHEET                |
| L-001            | GENERAL LANDSCAPE NOTES    |
| LP100            | OVERALL LANDSCAPE PLAN     |
| LP101            | LANDSCAPE PLAN ENLARGEMENT |
| LP102            | LANDSCAPE PLAN ENLARGEMENT |
| LP104            | LANDSCAPE PLAN ENLARGEMENT |
| LP103            | LANDSCAPE PLAN ENLARGEMENT |
| LP105            | LANDSCAPE PLAN ENLARGEMENT |
| LP106            | LANDSCAPE PLAN ENLARGEMENT |
| L-501            | LANDSCAPE DETAILS          |

| OWNER/DEVELOPER                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OWNER CONTACT:<br>RICKY STEWART<br>rstewart@kennesaw-ga.gov<br>CITY OF KENNESAW<br>2529 J O STEPHENSON AVE<br>KENNESAW, GEORGIA 30144                                                                                |
| DESIGN TEAM                                                                                                                                                                                                          |
| PROJECT MANAGER:<br>ALLIE BISHOP<br>allison.bishop@pondco.com<br>POND AND COMPANY<br>3500 PARKWAY LANE SUITE 500<br>PEACHTREE CORNERS, GA 30092<br>PHONE (678) 336-7740<br>FAX (678) 336-7744<br>WEB: www.pondco.com |

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DPR SEAL

CLIENT INFORMATION



City of Kennesaw, GA

Honoring Our Heritage - Forging Our Future

PROJECT NAME

CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

| DRAWING ISSUE |             |
|---------------|-------------|
| DATE          | DESCRIPTION |
| MARK          |             |

DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

COVER SHEET

SHEET NUMBER

G-001

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"

FILE PATH: \\ACP3SERVER\\RESOURCES\\PROJECTS\\FY23\\1230665\\07.CAD BIM\\07.02 CADIL-001 PLOTTED BY: BISHOP ALLISON DATE: 10/2/17

GENERAL SHEET NOTES

- 1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
- 2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.



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CLIENT INFORMATION



PROJECT NAME

CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

DATE

DESCRIPTION

MARK

DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

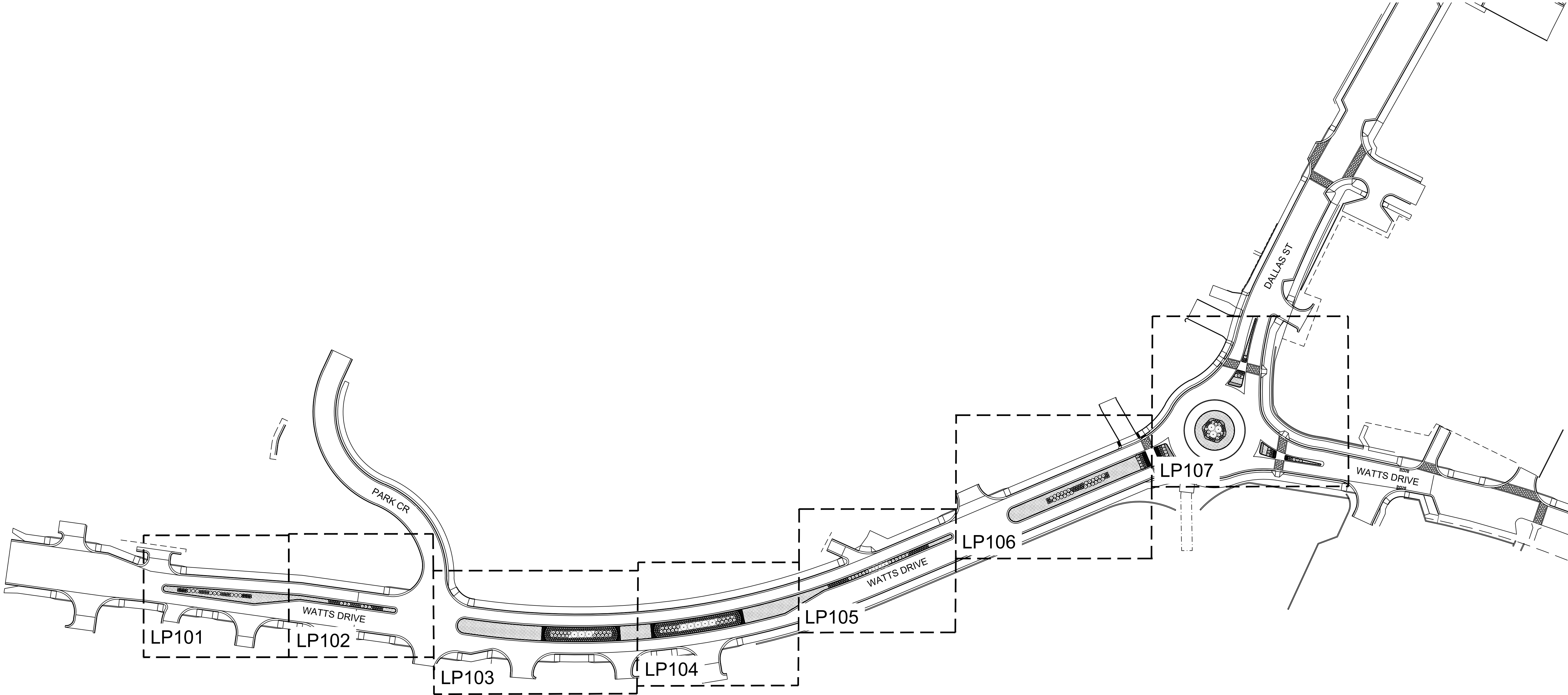
OVERALL  
LANDSCAPE  
PLAN

SHEET NUMBER

LP100

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"



A1 OVERALL LANDSCAPE PLAN  
SCALE: 1" = 60'

GENERAL SHEET NOTES

- 1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
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CLIENT INFORMATION



PROJECT NAME

CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

DATE

DESCRIPTION

MARK

DESIGNED BY: AB/AB  
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CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT #: 1230665

SHEET TITLE

LANDSCAPE  
PLAN -  
ENLARGEMENT

SHEET NUMBER

LP101

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"

D

C

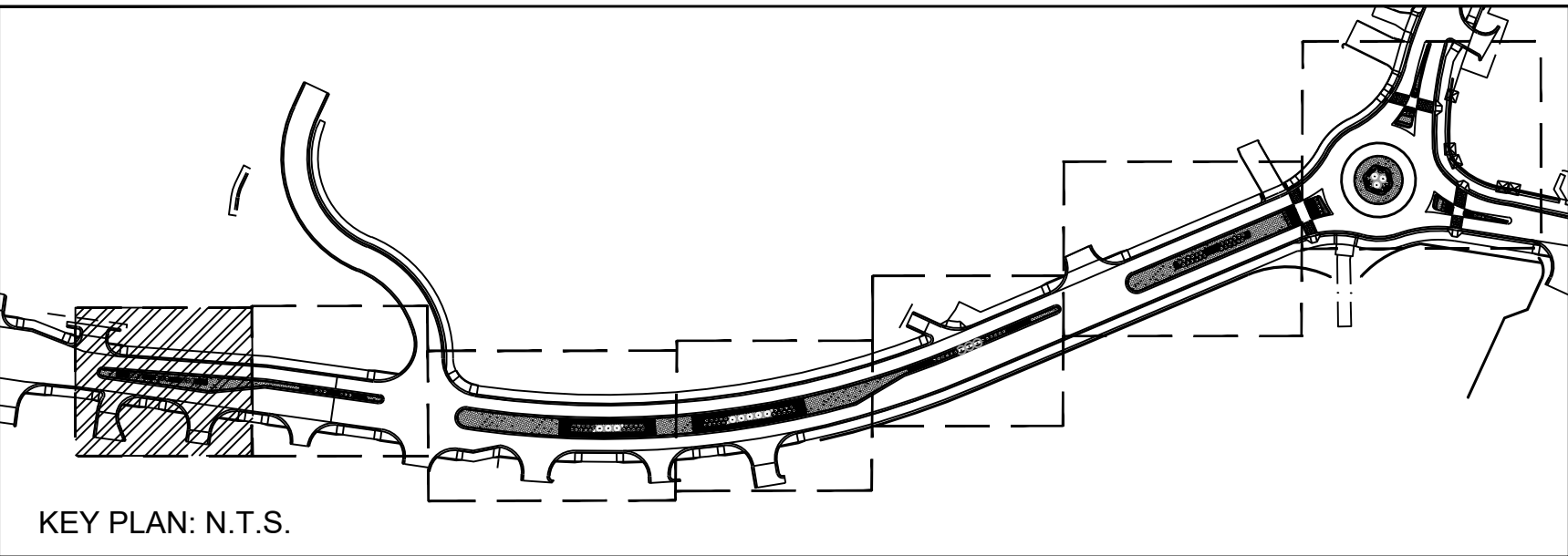
B

A

(3) MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM  
(12) KALEIDOSCOPE GLOSSY ABELIA  
(1,290 sf) TIFTUF™ BERMUDAGRASS  
(12) KALEIDOSCOPE GLOSSY ABELIA  
(3) MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM  
(12) PURPLE DAYDREAM® DWARF LOROPETALUM  
(3) AUTUMN BONFIRE® ENCORE® AZALEA  
(12) PURPLE DAYDREAM® DWARF LOROPETALUM

MATCH LINE - SEE SHEET LP101  
MATCH LINE - SEE SHEET LP102

A1 LANDSCAPE PLAN - ENLARGEMENT  
SCALE: 1" = 10'



KEY PLAN: N.T.S.

GENERAL SHEET NOTES

- 1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
- 2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.



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CLIENT INFORMATION



PROJECT NAME

CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

DATE

DESCRIPTION

MARK

DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT #: 1230665

SHEET TITLE

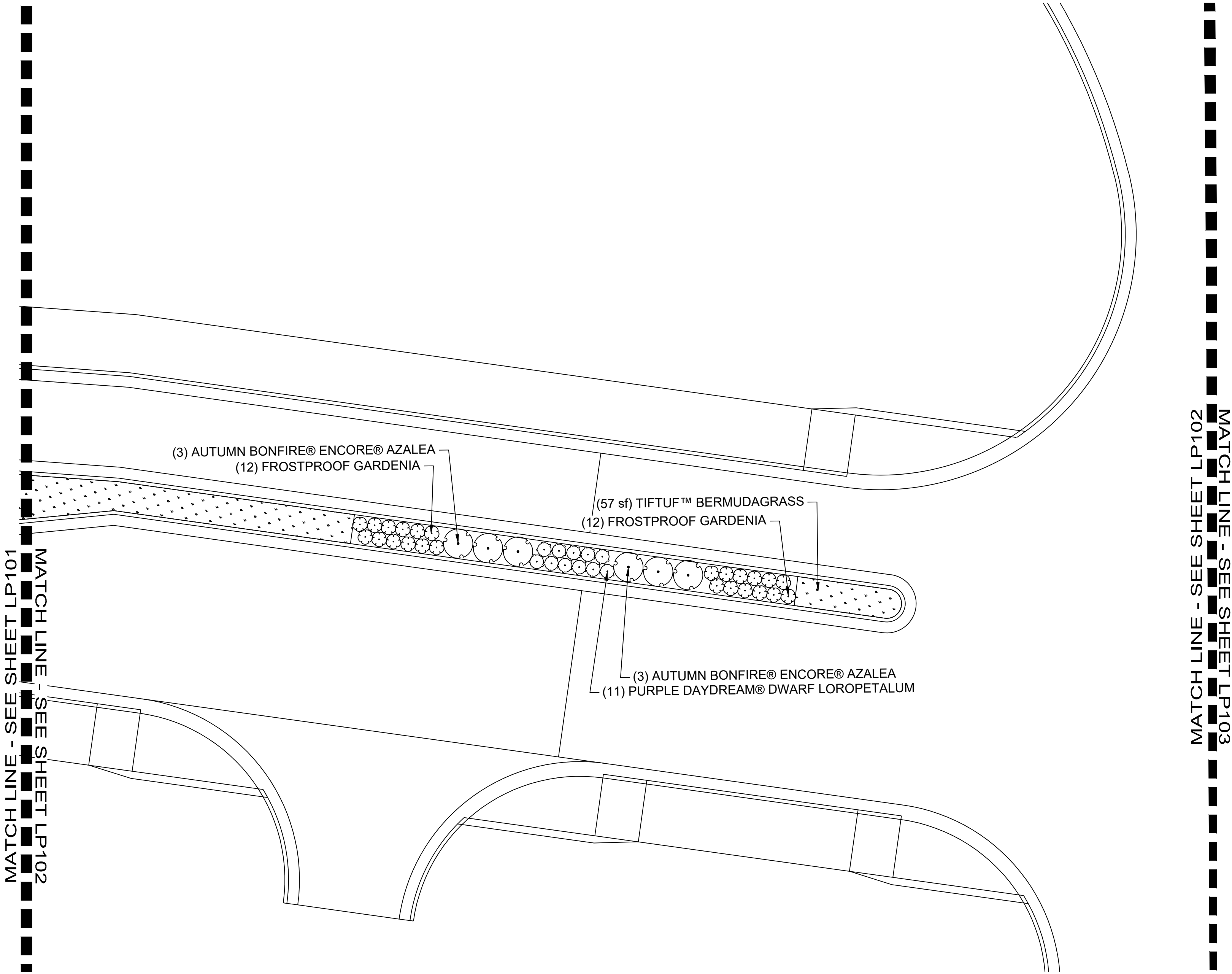
LANDSCAPE  
PLAN -  
ENLARGEMENT

SHEET NUMBER

LP102

SHEET OF XX

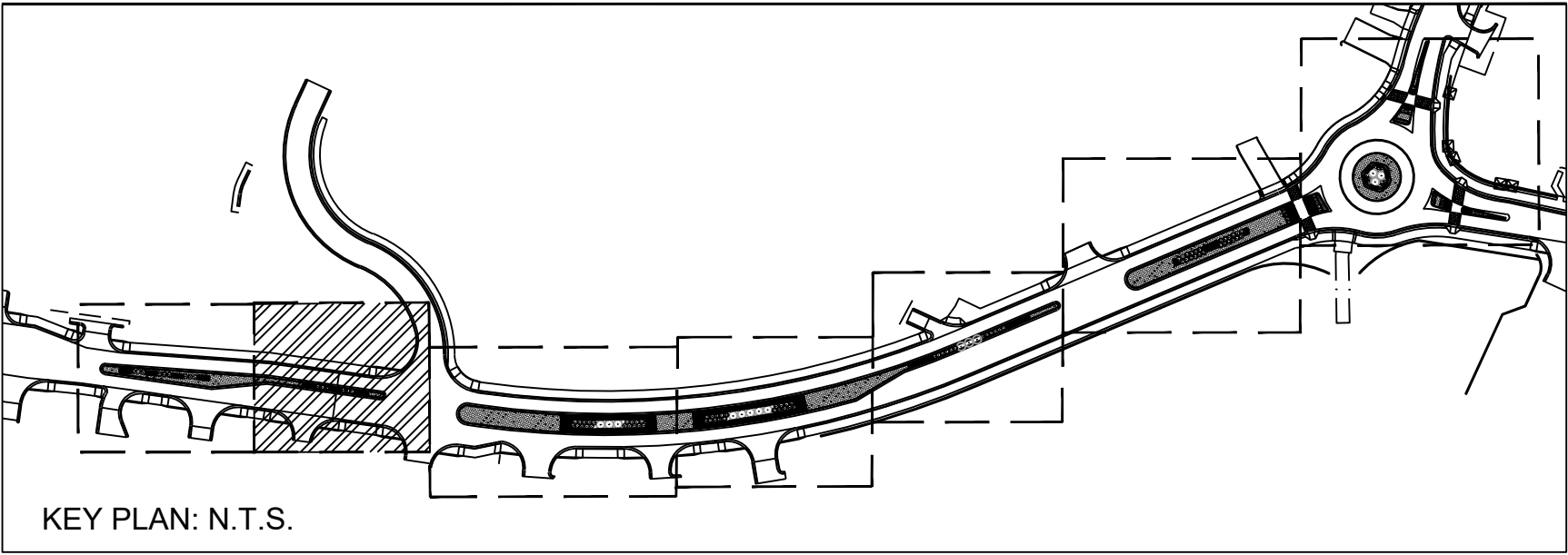
ORIGINAL SHEET SIZE:  
22" X 34"



MATCH LINE - SEE SHEET LP101  
MATCH LINE - SEE SHEET LP102  
MATCH LINE - SEE SHEET LP103

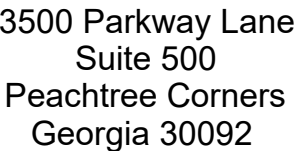
MATCH LINE - SEE SHEET LP103  
MATCH LINE - SEE SHEET LP102

A1 LANDSCAPE PLAN - ENLARGEMENT  
SCALE: 1" = 10'



KEY PLAN: N.T.S.

1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.



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## CLIENT INFORMATION



PROJECT NAME

CITY OF  
KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

DATE \_\_\_\_\_

DESCRIPTION

MARK

DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: S  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

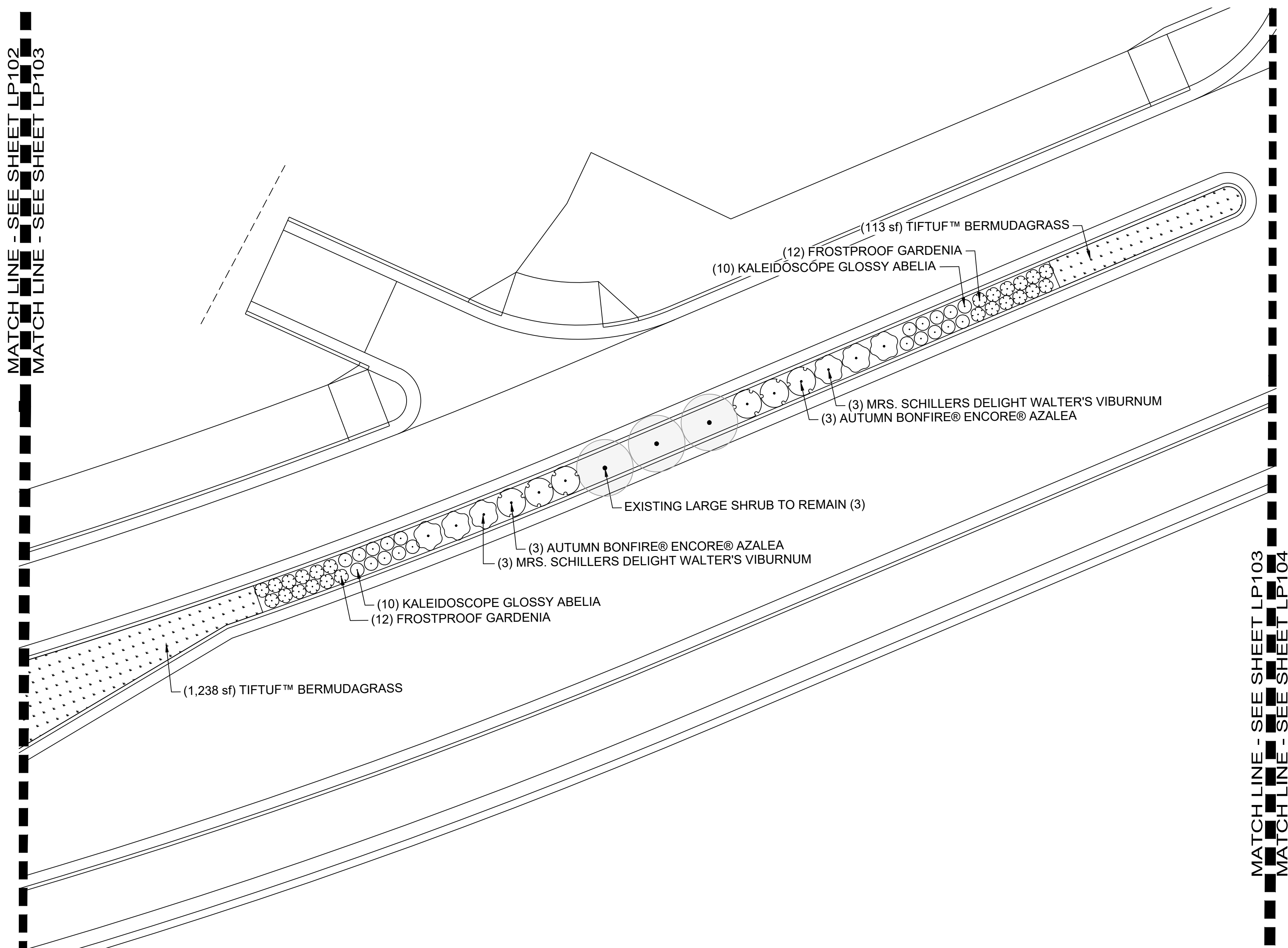
LANDSCAPE  
PLAN -  
ENLARGEMENT

SHEET NUMBER

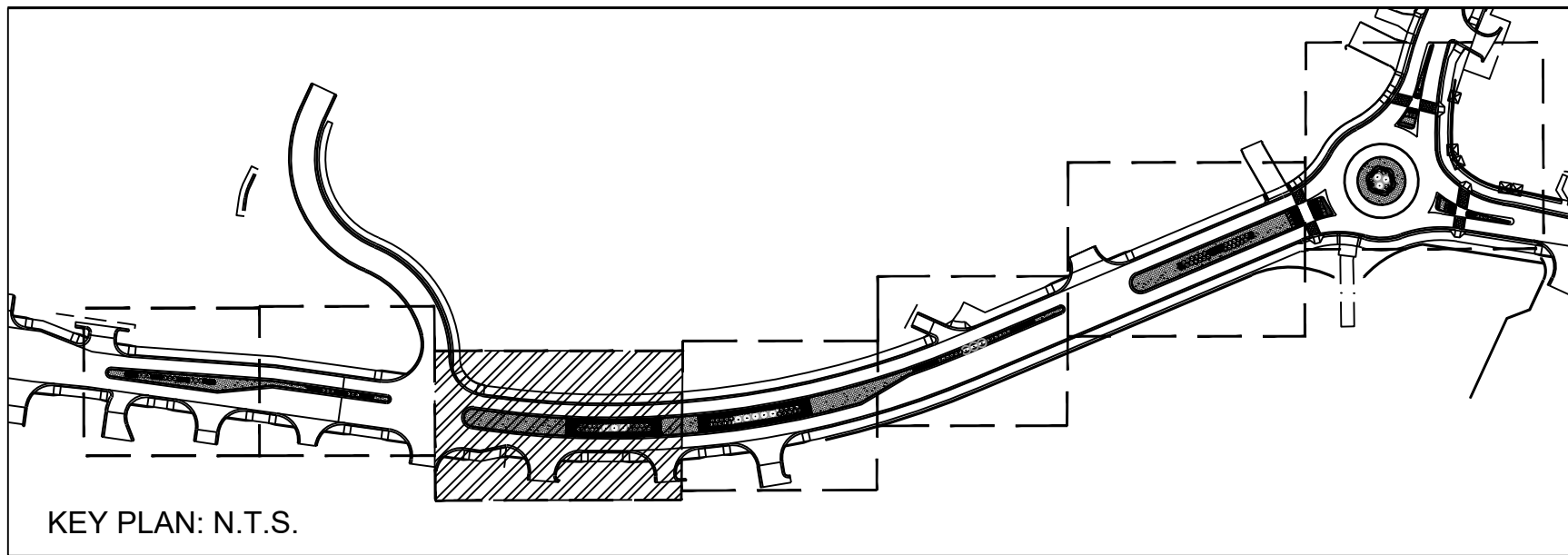
# LP103

SHEET      OF XX

ORIGINAL SHEET SIZE:  
22" X 34"



**A1 LANDSCAPE PLAN - ENLARGEMENT**  
SCALE: 1" = 10'

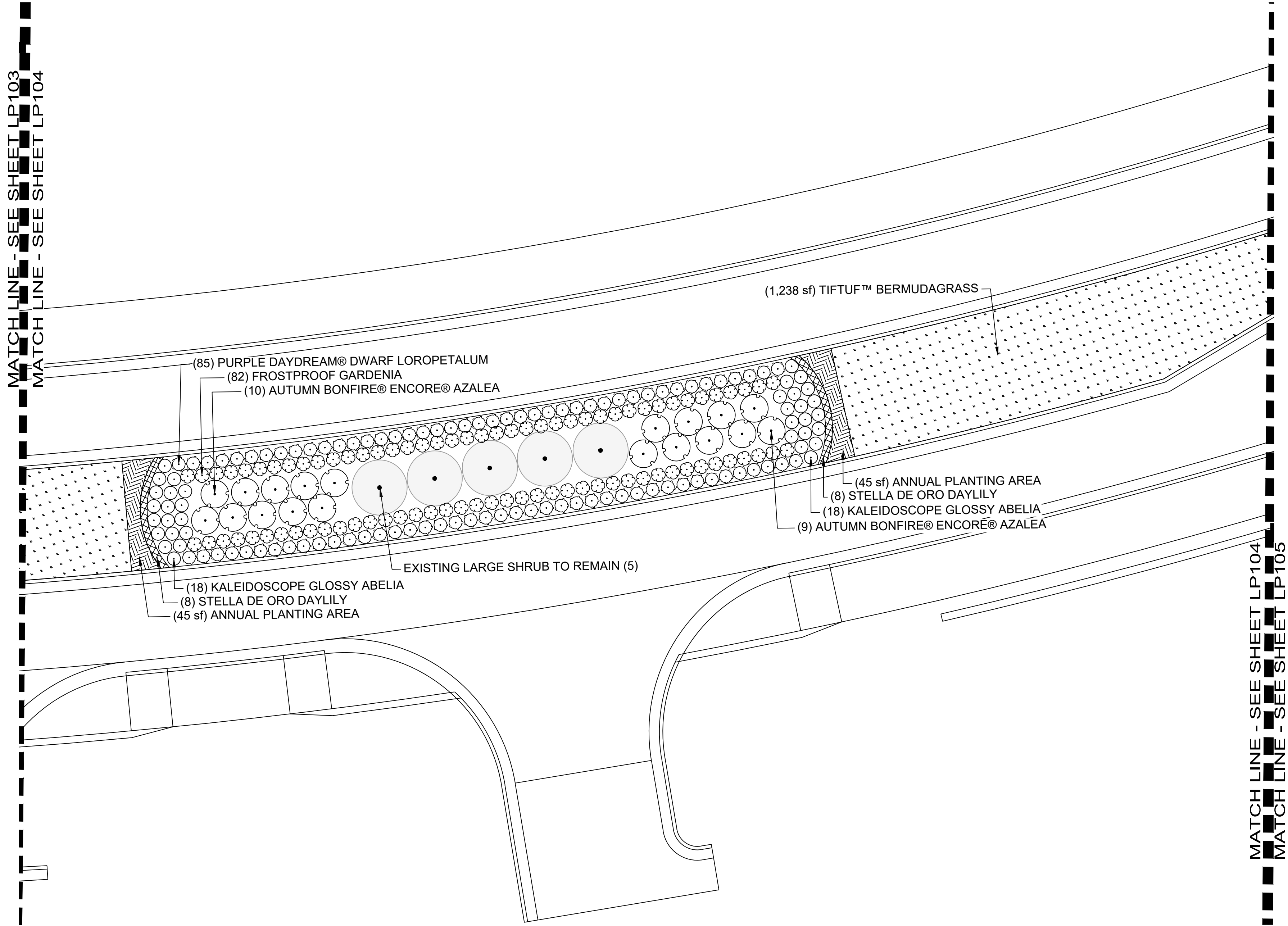


KEY PLAN: N.T.S.

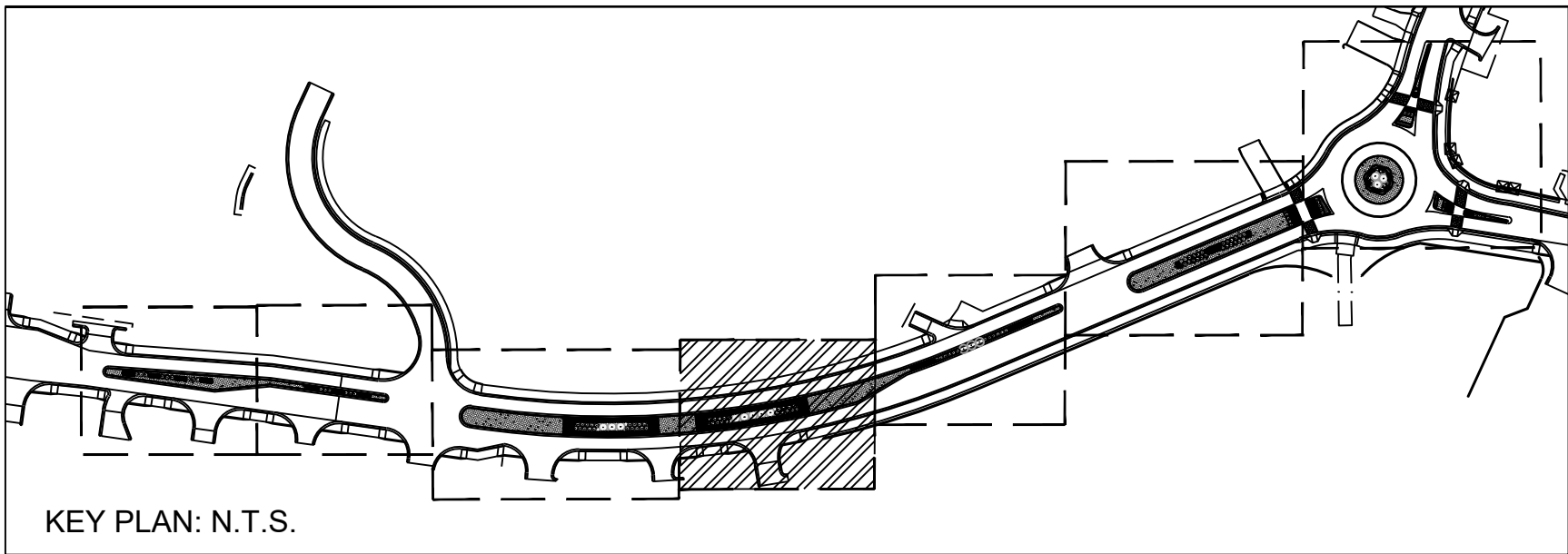
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**A1 LANDSCAPE PLAN - ENLARGEMENT**  
SCALE: 1" = 10'



**GENERAL SHEET NOTES**

- 1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
- 2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.

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CLIENT INFORMATION  
  
**City of Kennesaw, GA**  
Measuring Our Heritage • Forging Our Future

PROJECT NAME  
**CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS**  
  
WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

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CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

**LANDSCAPE  
PLAN -  
ENLARGEMENT**

SHEET NUMBER

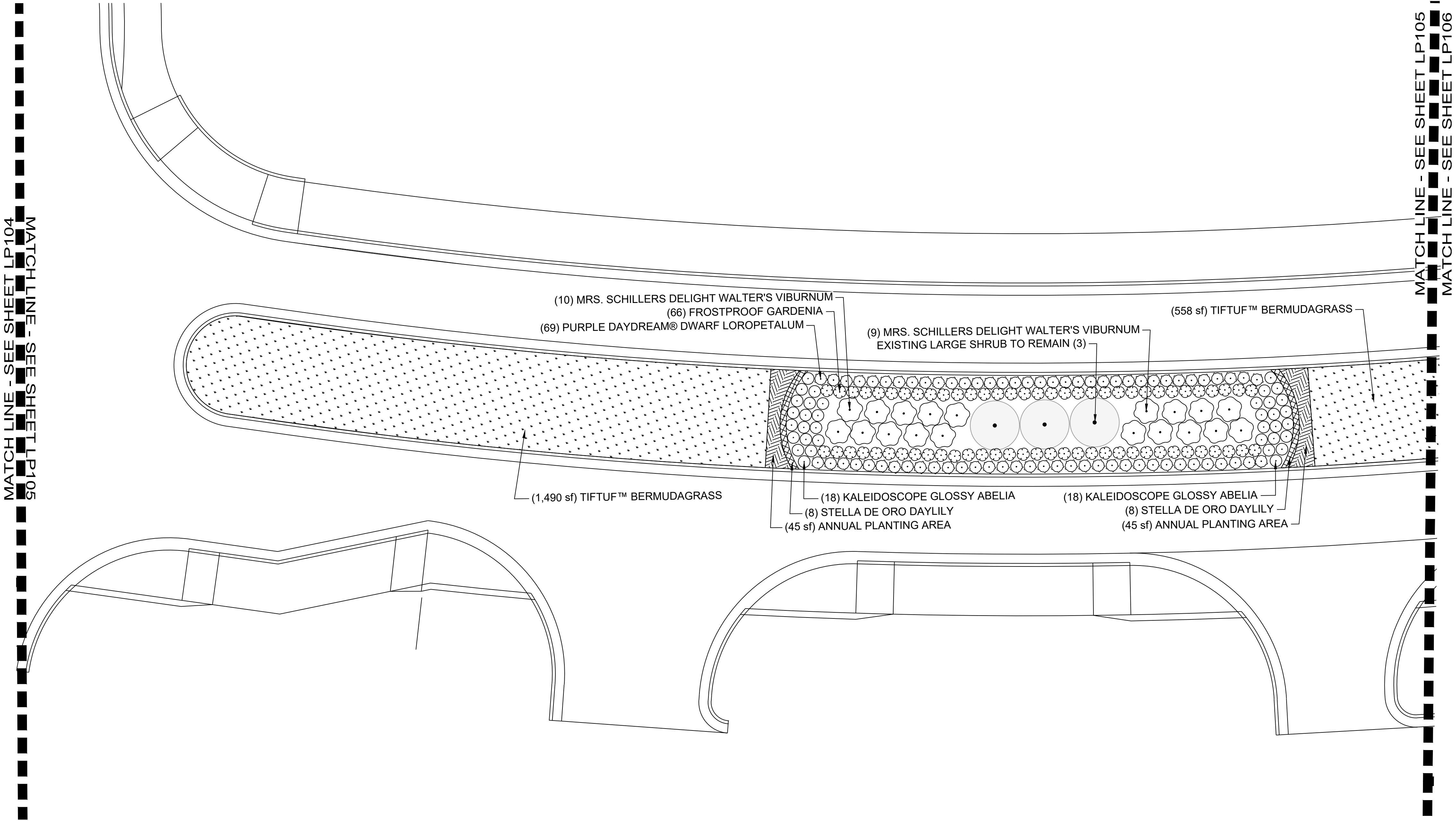
**LP104**

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"

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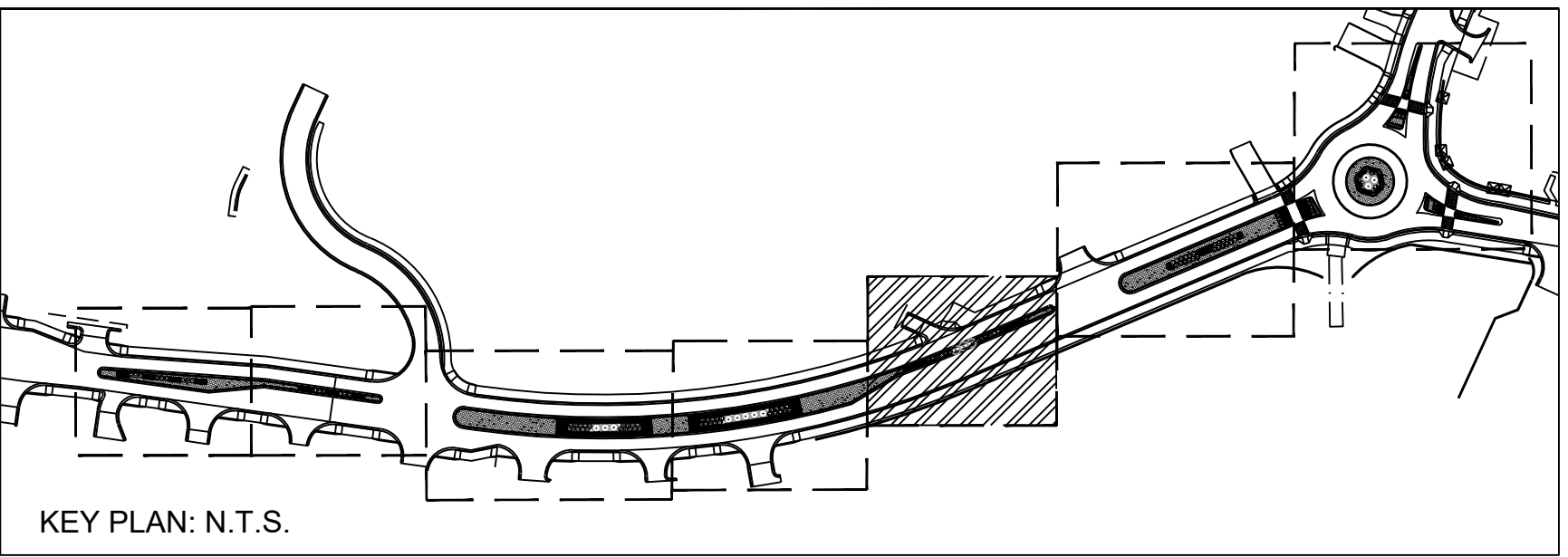


A1

LANDSCAPE PLAN - ENLARGEMENT

SCALE: 1" = 10'

05'10'20'30'



GENERAL SHEET NOTES

1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.

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CLIENT INFORMATION

City of Kennesaw, GA

Measuring Our Heritage - Forging Our Future

PROJECT NAME

CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

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DATE

DESCRIPTION

MARK

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CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

LANDSCAPE  
PLAN -  
ENLARGEMENT

SHEET NUMBER

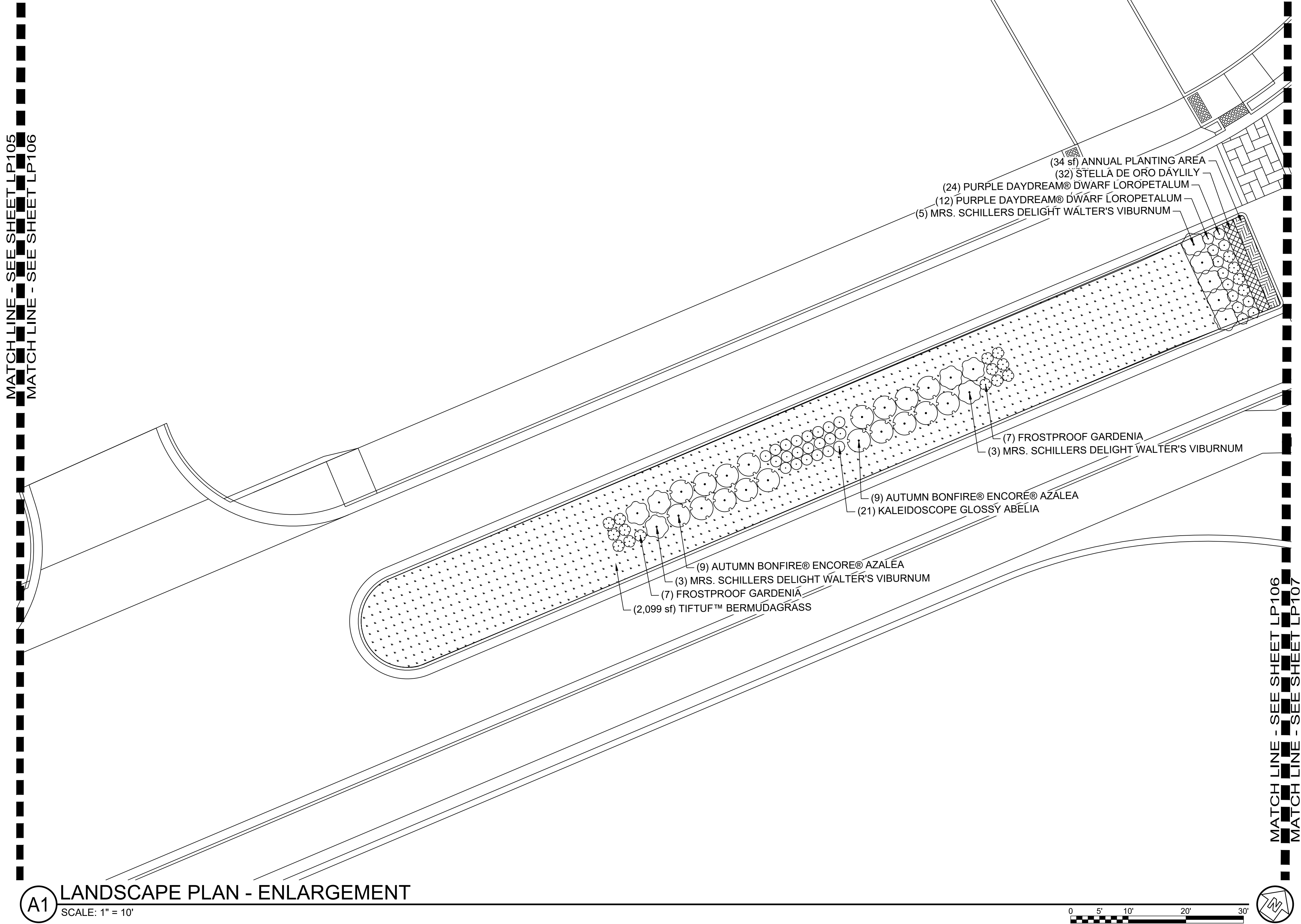
LP105

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"

FILE PATH: I:\CP3SERVER\RESOURCES\PROJECTS\FY23\1230665\07 CAD BIM\07.02 CAD\LP101 PLOTTED BY: BISHOP, ALLISON DATE: 10/2/17

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C  
B  
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GENERAL SHEET NOTES

1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.

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CLIENT INFORMATION

**City of Kennesaw, GA**  
Measuring Our Heritage • Forging Our Future

PROJECT NAME

**CITY OF KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS**

WATTS DRIVE,  
KENNESAW, GA 30144

| DRAWING ISSUE |             |
|---------------|-------------|
| DATE          | DESCRIPTION |
| MARK          |             |

DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

**LANDSCAPE  
PLAN -  
ENLARGEMENT**

SHEET NUMBER

**LP106**

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"

GENERAL SHEET NOTES

- 1. REFER TO SHEET L-001 FOR LANDSCAPE NOTES.
- 2. REFER TO SHEET L-501 FOR LANDSCAPE DETAILS AND PLANTING SCHEDULE.



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CLIENT INFORMATION



PROJECT NAME

CITY OF  
KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

DATE

DESCRIPTION

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DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

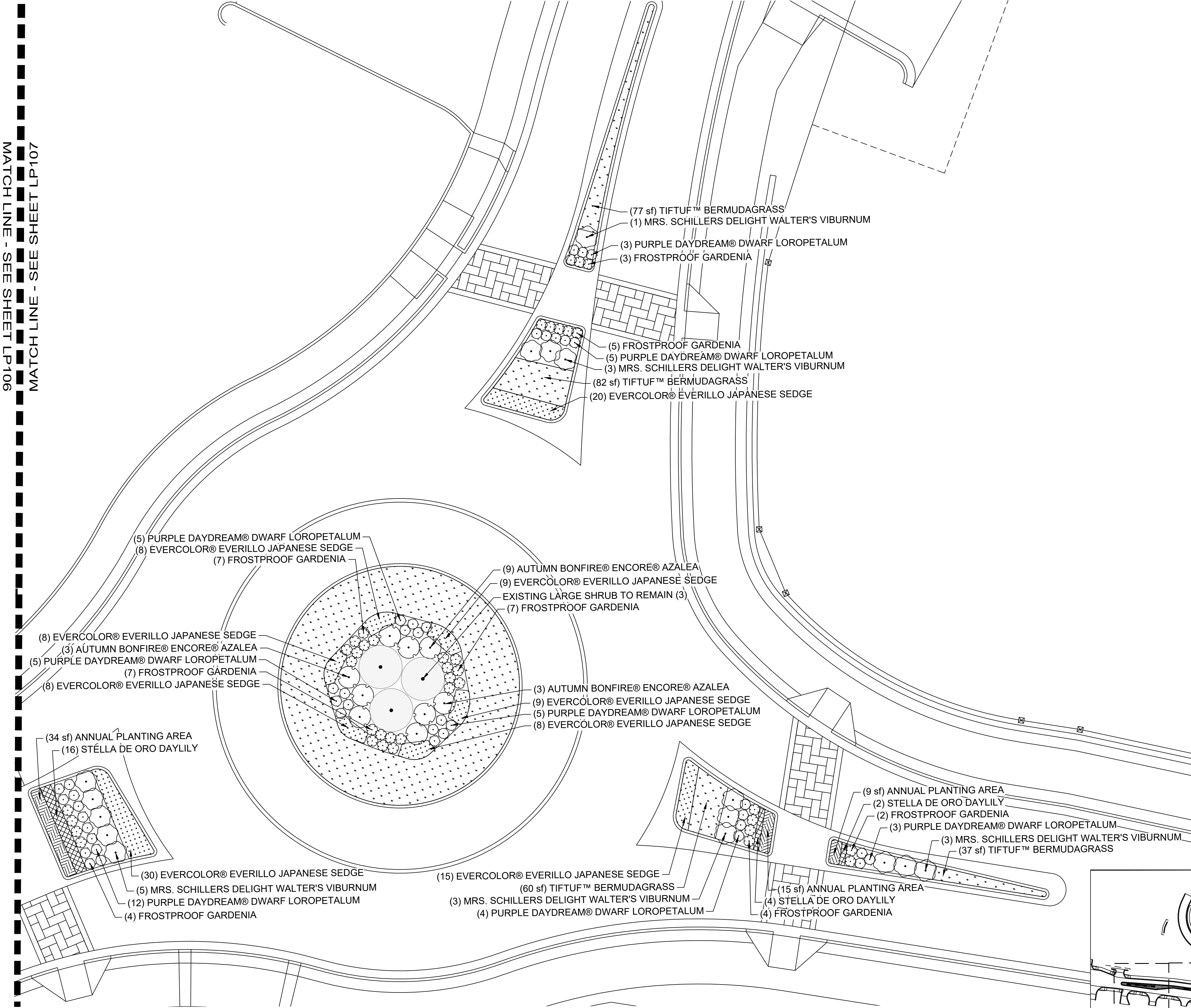
LANDSCAPE  
PLAN -  
ENLARGEMENT

SHEET NUMBER

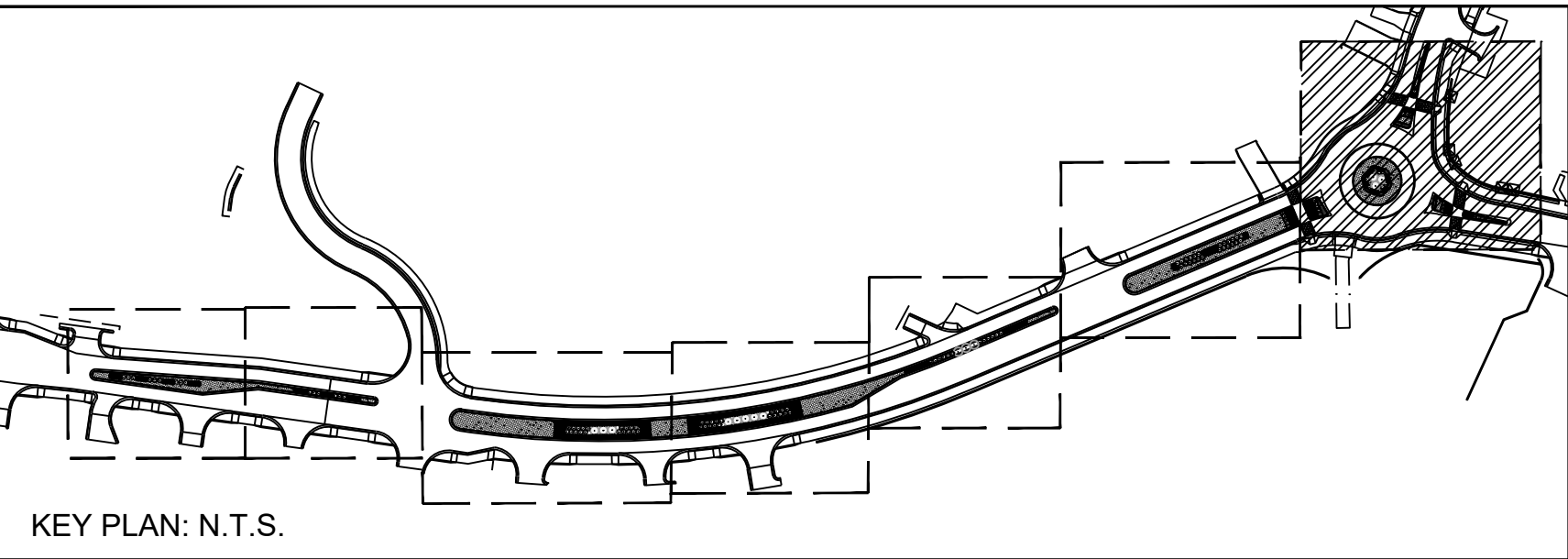
LP107

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"



A1 LANDSCAPE PLAN - ENLARGEMENT  
SCALE: 1" = 10'



KEY PLAN: N.T.S.

FILE PATH: I:\QP3SERVER\RESOURCES\PROJECTS\FY23\1230665\07 CAD BIM\07.02 CAD\1-501 PLOTTED BY: BISHOP, ALLISON DATE: 10/21/23

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1

## SHRUB AND GRASS PLANTING

SCALE: N.T.S.

P-1220714-80

2023-11-20 09:41

### PLANT SCHEDULE

| QTY           | BOTANICAL / COMMON NAME                                                                | CONT   | SPACING  | REMARKS                                            |
|---------------|----------------------------------------------------------------------------------------|--------|----------|----------------------------------------------------|
| SHRUBS        |                                                                                        |        |          |                                                    |
| 137           | ABELIA X GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE GLOSSY ABELIA                       | 3 GAL  | 24" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| 61            | AZALEA X 'ROBLEZA' / AUTUMN BONFIRE® ENCORE® AZALEA                                    | 3 GAL  | 48" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| 253           | GARDENIA JASMINOIDES 'FROSTPROOF' / FROSTPROOF GARDENIA                                | 3 GAL  | 24" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| 243           | LOROPETALUM CHINENSE RUBRUM 'PIILC-III' / PURPLE DAYDREAM® DWARF LOROPETALUM           | 3 GAL  | 24" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| 57            | VIBURNUM OBOVATUM 'MRS. SCHILLER'S DELIGHT' / MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM | 3 GAL  | 48" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| SHRUB AREAS   |                                                                                        |        |          |                                                    |
| 272 SF        | ANNUALS / ANNUAL PLANTING AREA                                                         | 3" POT |          | ANNUALS TO BE SELECTED BY THE CITY SEASONALLY.     |
| 115           | CAREX OSHIMENSIS 'EVERILLO' / EVERCOLOR® EVERILLO JAPANESE SEDGE                       | 1 GAL  | 18" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| 70            | HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY                                 | 1 GAL  | 18" o.c. | FULL IN POT. FREE OF WEEDS, DISEASES, AND INSECTS. |
| GROUND COVERS |                                                                                        |        |          |                                                    |
| 8,019 SF      | CYNODON DACTYLON X TRANSVAALENSIS 'DT-1' / TIFTUF™ BERMUDAGRASS                        | SOD    |          |                                                    |

CONFIRM GOOD CENTRAL LEADER; CORRECT CROWN BY PRUNING IF DETERMINED TO BE NECESSARY. REMOVE ANY DEAD BRANCHES AND TRIM BROKEN OR CROSSED BRANCHES. NEVER LEAVE CROTCHES OR DOUBLE LEADERS.

TRUNK CALIPER SHALL MEET ANSI Z60 CURRENT EDITION FOR ROOT BALL SIZE.

ROOTBALL MODIFIED AS REQUIRED; PULL OUT AND STRAIGHTEN SURFACE STRUCTURAL ROOTS AND SPREAD ACROSS PLANTING SOIL TO DISCOURAGE CIRCLING ROOTS.

3" MULCH (3" AWAY FROM TRUNK AND NO MORE THAN 1" ON TOP OF ROOTBALL)

EXISTING SOIL

BACKFILL WITH LOOSENEED SOIL. DIG AND TURN THE SOIL TO REDUCE COMPACTION TO THE AREA AND DEPTH SHOWN.

REMOVE ANY DEAD BRANCHES AND TRIM BROKEN OR CROSSED BRANCHES. NEVER LEAVE CROTCHES OR DOUBLE LEADERS.

PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE SHRUB. DO NOT OVER COMPACT. WHEN PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.

ADJACENT SOD/PLANTING

EXISTING GRADE

3"

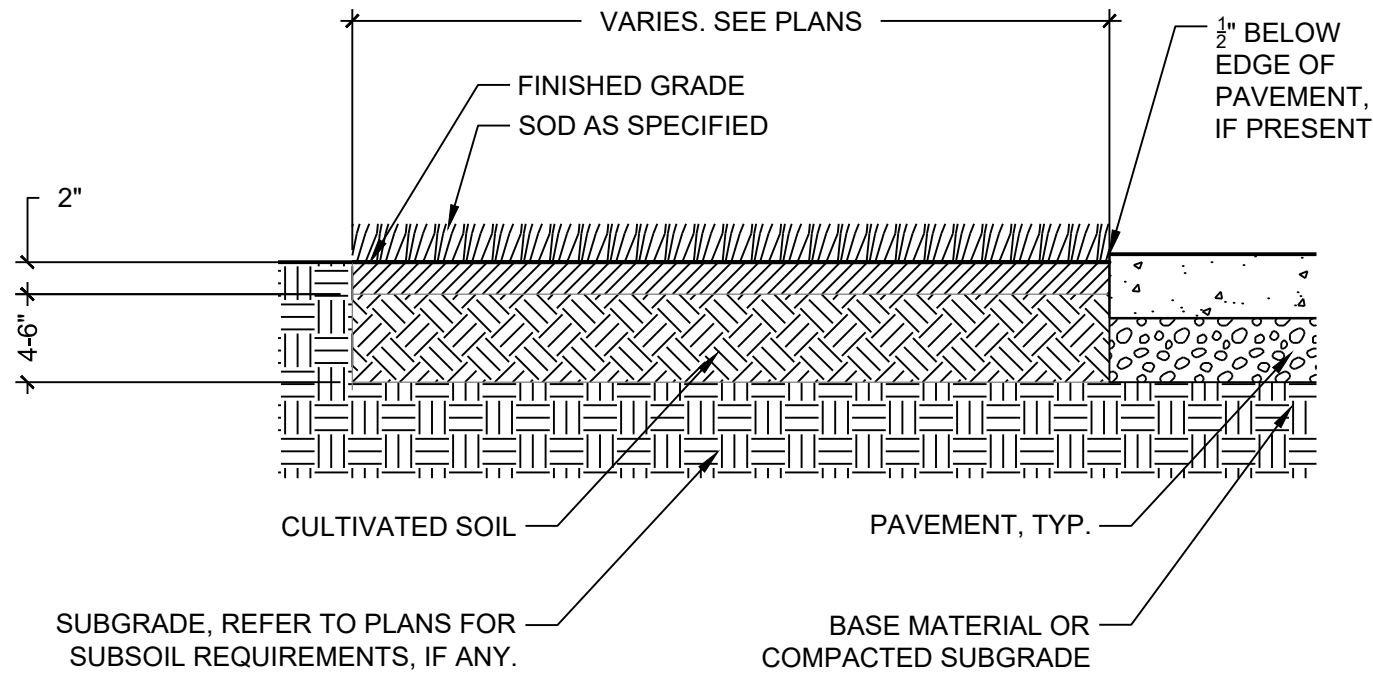
SLOPE AND SCARIFY SIDES AND BASE OF PLANTING HOLE.

ROOTBALL SHALL REST ON MOUND OF UNDISTURBED OR RECOMPACTED SOIL TO PREVENT SETTLING.

3X WIDEST DIMENSION OF ROOTBALL

### SODDING PROCEDURE:

- THE GENERAL CONTRACTOR WILL PROVIDE GRADES TO +/- TWO TENTHS (0.20) OF A FOOT OF PROPOSED GRADES.
- REFER TO DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL SUBSOILING REQUIREMENTS. AT A MINIMUM, BREAK THROUGH AND REMOVE ALL SUBGRADE SURFACE 'HARDPAN' AND DEBRIS TO ALLOW PERCOLATION AND POSITIVE DRAINAGE.
- ADD ADDITIVES, SUCH AS TOPSOIL, SAND OR COMPOST (PER SOIL TEST ANALYSIS) AND ROTOTILL INTO SUBGRADE. CULTIVATE ENTIRE AREA TO A DEPTH OF 4-6". HANDRAKE SMOOTH.
- CULTIVATED SOIL MAY CONSIST OF STOCKPILED TOPSOIL, FREE OF DELETERIOUS MATERIAL.
- IF EXCESSIVELY DRY, LIGHTLY WATER AREA TO BE SODDED PRIOR TO LAYING SOD.
- LAY & ROLL SOD. WATER THOROUGHLY.



2

## SODDING DETAIL

SCALE: N.T.S.

P-1220714-82

3

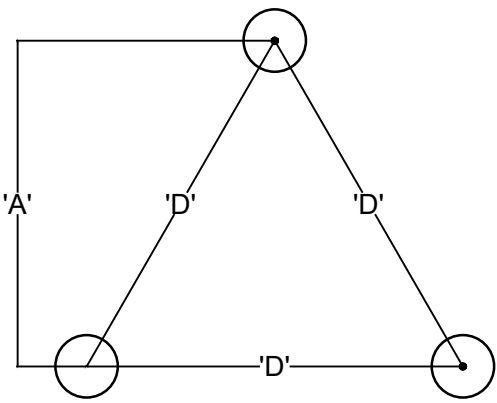
## TYPICAL PLANT SPACING

1/2" = 1'-0"

P-130665-81

### NOTES:

1.



| PLANT SPACING 'D' | ROW 'A'    |
|-------------------|------------|
| 8" O.C.           | 7.00" O.C. |
| 10" O.C.          | 8.5" O.C.  |
| 12" O.C.          | 10.5" O.C. |
| 18" O.C.          | 15.5" O.C. |
| 24" O.C.          | 21.0" O.C. |
| 36" O.C.          | 30" O.C.   |
| 48" O.C.          | 31.5" O.C. |

PLANT (TYP.)



NOTE: GROUNDCOVERS, PERENNIALS, AND GRASSES TO BE INSTALLED WITH TRIANGULAR SPACING.



3500 Parkway Lane  
Suite 500  
Peachtree Corners  
Georgia 30092

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DPR SEAL

CLIENT INFORMATION



PROJECT NAME

CITY OF  
KENNESAW  
WATTS DRIVE  
LANDSCAPE  
MEDIANS

WATTS DRIVE,  
KENNESAW, GA 30144

DRAWING ISSUE

DATE

DESCRIPTION

MARK

DESIGNED BY: AB/AB  
DRAWN BY: AB/AB  
CHECKED BY: ST  
SUBMITTED BY: AB  
DATE: 11/17/2023  
PROJECT # 1230665

SHEET TITLE

LANDSCAPE  
DETAILS

SHEET NUMBER

L-501

SHEET OF XX

ORIGINAL SHEET SIZE:  
22" X 34"

90% CD SET

**CONTRACTOR AGREEMENT**  
**CITY OF KENNESAW**  
**WATTS DRIVE LANDSCAPE MEDIANS**

This Agreement is executed this \_\_\_\_ day of February 2024 by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and Creative Landscape Group, hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this Agreement, which are attached hereto by Exhibit “A” (hereinafter the “Project”) and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

**1. Adequate Personnel; Conditions.**

The Contractor hereby warrants that it possesses adequate personnel, equipment, and financial strength to perform each and every obligation contained in the Contract Documents. The Contractor further warrants that it does not have preexisting business commitments which would prevent it from successfully completing each and every term of this Agreement. Contractor warrants that it is professionally and fully qualified to act as the general contractor for the work designated herein and is and will remain licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Contractor or the work designated herein.

**2. Duration.**

This Agreement shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described within 60 days of the issuance of the Notice to Proceed, unless sooner terminated pursuant to the provisions contained herein.

**3. Price.**

The parties have stated the contract price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The contract price for the Project is fifty four thousand, four hundred four dollars (\$54,404.00).

**4. Time of Essence.**

Time is of the essence for the completion of all work pursuant to this Agreement. It is hereby understood and mutually agreed by the parties that the beginning date, rate of progress, and time for completion of the work designated herein are essential conditions of this Agreement. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood that the time for completion of the work described herein is a reasonable time for the completion of the same.

**5. Governing Law.**

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this Agreement is executed in Cobb County, Georgia and that the Agreement is to be performed in the City of Kennesaw, Georgia. Each party hereby consents to the Cobb County Superior Court’s sole jurisdiction over any dispute, which

arises as a result of the execution or performance of this Agreement, and each party hereto waives any and all objections to venue in the Cobb County Superior Court.

**6. Assignments.**

The Contractor shall not assign or subcontract, in whole or on part, its rights, or obligations pursuant to this Agreement, or any moneys due or to become due hereunder, without the prior written consent of the City.

**7. Modification.**

This Agreement shall not be modified verbally. Any modification of the terms of this Agreement shall be reduced to writing and signed by the duly authorized representative of each party hereto.

**8. Due Diligence.**

The Contractor shall perform all authorized work pursuant to this Agreement promptly and diligently in a good, proper, and workmanlike manner in accordance with the terms of this Agreement.

**9. Risk of Loss.**

The Contractor shall be responsible for, and bear the expense of, any damage to or destruction of the goods and supplies furnished pursuant to this Agreement until such goods or supplies are delivered to, and accepted by, the City at 2529 J.O. Stephenson Avenue, Kennesaw, Cobb County, Georgia or such other destination as is indicated in the special provisions attached hereto.

**10. Invoices.**

The City shall have no obligation to pay for the materials furnished pursuant to this Agreement until the Contractor has submitted proper invoices or vouchers describing with specificity the nature of the supplies furnished, the quantity of supplies furnished, and a statement that the supplies are furnished free from any lien or encumbrance.

**11. Taxes.**

The Contractor shall pay all applicable taxes assessed against the supplies, which form the subject of this Agreement.

**12. Permits and Licenses; Inspection; Tests.**

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

**13. Termination for Cause.**

If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Contractor, or if it shall consistently or repeatedly refuse or fail to supply the products designated herein, or if it should refuse or fail to make payment to persons supplying labor or materials for the products pursuant to the Agreement, or if the Contractor fails to observe or perform the provisions of this Agreement or is guilty of a substantial violation of any provision of the Contract Documents, then the City, after serving at least ten (10) days prior written notice to the Contractor of its intent to terminate this Agreement pursuant to such default, may terminate this Agreement without prejudice to any

other rights or remedies provided by law and may take possession of the supplies delivered to the City prior to such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

**14. Inspection and Testing.**

The Contractor shall make the materials or supplies, which are the subject of this Agreement available to the City for inspection and testing by the City at the Contractor's expense prior to the Contractor's delivery of the materials or supplies to the City. All supplies (which term throughout this Agreement includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the City, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

**15. Liquidated Damages.**

In the event that the materials or services which form the subject of this Agreement are not delivered as set forth in this Agreement, the City may terminate this Agreement and recover liquidated damages in an amount set forth in the special provisions to this Agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this Agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies or services which form the subject of this Agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this Agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

**16. Contract Documents.**

Copies of the Contractor's proposal to furnish the labor, materials, and supplies which form the subject of this Agreement and all drawings and specifications submitted during the bidding process are attached hereto and incorporated herein by reference. The Contractor shall list each such document and describe each original document's location as a part of the special provisions to this Agreement. In the event of conflicting terms or ambiguity between this Agreement and the Contractor's proposal, the Contractor's proposal shall control.

**17. Additional Security.**

The Contractor shall provide additional bond security in the event that the City deems additional security necessary to insure performance of the Agreement.

**18. Accounting and Records Retention.**

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and

expenses pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City and shall be retained for at least six (6) years after expiration of this Agreement, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

**19. Indemnification.**

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its agents, officers, elected officials, attorneys, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

**20. Severability.**

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

**21. New Materials.**

The Contractor hereby represents and warrants to the City that any and all materials will be new unless otherwise specified, and the Contractor further represents that all work will be of good and workmanlike quality and free from defects in accordance with the specifications.

**22. Set-off.**

In the event that the City accepts supplies with minor defects, the Contractor shall deduct the proportionate cost of such defects from its invoice to the City concerning such supplies.

**23. Defective Materials.**

The Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within the warranty period stated in the special provisions attached to this Agreement.

**24. Defective Materials-Liability.**

No provision contained in this Agreement shall be held to limit the Contractor's liability to the City for defects in the supplies furnished to an amount less than the legal limit of liability in accordance with law.

**25. Manufacturer's Warranties.**

No provision contained in this Agreement shall be construed to limit the terms and conditions of any manufacturer's warranty concerning the supplies furnished pursuant to this Agreement.

**26. Notices.**

Any and all notices pursuant to this Agreement shall be deemed to have been properly delivered when deposited in the United States mail for delivery to the Contractor at the address provided on the Contractor's proposal. Notices to the City shall be deemed to have been properly delivered when mailed to the City Manager, City of Kennesaw, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144-2797.

**27. Bid Bond.**

If a bid bond is required pursuant to the City's specifications, such bond must be in an amount of not less than five percent of the bid submitted by the Contractor. The bid bond will be forfeited if the Contractor fails to execute an agreement with the City substantially similar to this Agreement within fifteen days after notification of the award of the Project.

**28. Performance and Payment Bonds.**

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement in an amount of one hundred and ten percent (110%) of the lump sum amount bid for the full and complete performance of this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the performance bond increasing the penal amounts of the bond to one hundred percent (100%) of the new Contract Sum and it shall obtain a written amendment to the payment bond increasing the penal amounts of the bond to one hundred and ten percent (110%) of the new Contract Sum effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City. The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this Agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

**29. Change Orders.**

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (d) construction design; (e) construction specifications; and (f) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made in the contract price of delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any

such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Project as changed.

**30. Variation in Quantity.**

No variation in the quantity of any item or materials called for by this Agreement shall be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing or construction processes, and then only to the extent, if any, specified elsewhere in this Agreement.

**31. Rejection of Nonconforming Materials.**

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the City, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies/materials or lots of supplies/materials which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the City either: (a) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned to the City thereby, or (b) may terminate this Agreement for default. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the City may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances.

**32. Inspection Facilities.**

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the Project requirements nor impose liability on the City therefore.

**33. Testing-Liability.**

The inspection and testing by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Project requirements which may be discovered prior to acceptance. Except as otherwise provided, in this Agreement, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistake as amounts to fraud.

**34. Inspections-Records.**

The Contractor shall provide and maintain an inspection system acceptable to the City covering the supplies/materials and construction hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the City during the performance of this Agreement and for such longer period as may be specified elsewhere in this Agreement.

**35. Payments.**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies/materials delivered and accepted or services or labor rendered and accepted, less deductions, if any, as herein provided.

- (a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing the payments for materials and labor, including payments previously made to Subcontractors.
- (b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:
  - (i) Defective work not remedied;
  - (ii) Claims or liens filed;
  - (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
  - (iv) A reasonable doubt that the Contract can be completed for the balance then unpaid;
  - (v) Damage to a Separate Contractor or to the City or a third party;
  - (vi) Failure to maintain a rate of progress consistent with the schedule; or
  - (vii) Failure to supply enough skilled workers or proper materials.

When the above grounds are removed, payment shall be made for amounts withheld because of them. With regard to cases (ii) and (iii) above, the City may agree to payment upon receipt of a satisfactory Bond to Discharge Claim in the amount of double the claim. At the option of the City, adherence to the Overall Project Schedule shall be a condition precedent to the right of the Contractor to demand payment of an application for payment or certificate. No omission on the part of the City to exercise the aforesaid option shall be construed to be a waiver of breach of the Overall Project Schedule or acquiescence therein, and the City may exercise its option from time to time and as often as may be expedient.

**36. Termination for Cause.**

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 46, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (a) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (b) 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 in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

**37. Costs to Cure.**

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, Paragraph 36, or Paragraph 46, the City may procure, upon such terms and in such manner as the

City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, Paragraph 36, and/or Paragraph 40.

**38. Force Majeure.**

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. 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 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 supplies or 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 Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

**39. Title to Materials Upon Termination.**

If this Agreement is terminated for any reason, the City, in addition to any other rights provided in this Agreement, may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and agreement rights (hereinafter called “construction materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the contract price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services, or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

**40. Review of Termination.**

If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this Agreement, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience of the City.

**41. Additional Remedies.**

The rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

**42. Subcontractors.**

As used in this Agreement, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier. Contractor assumes full responsibility for the improper acts and omissions of its

subcontractors or others employed or retained by Contractor in connection with the work designated herein.

**43. Solicitation of Contract.**

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**44. Termination for Convenience.**

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall become effective by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 36, 37, 39, and 41 herein shall apply to the extent applicable.

**45. Contractor's Duties upon Termination.**

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
  - (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
  - (ii) The completed or partially completed plans, drawings, information, and other property, which, if the Agreement had been completed, would have been required to be furnished to the City.
- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:

- (i) Shall not be required to extend credit to any purchaser, and
- (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

#### **46. Termination-Claims.**

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than one (1) month from the effective date of termination, unless one or more extensions in writing are granted by the City upon request of the Contractor made in writing within such one-month period or authorized extension thereof. However, if the City determines that the facts justify such action it may receive and act upon any termination claim at any time after such one-month period of any extensions thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the City may, subject to any review required by the City's procedures in effect as of the date of execution of this Agreement, determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

#### **47. Settlement of Claims.**

Subject to the provisions of Paragraph 48, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 50 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

#### **48. Payment of Claims.**

In the event of the failure of the Contractor and the City to agree upon the amount to be paid to the Contractor by reason of the termination of work, the City shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the Agreement, appropriately adjusted for any saving of freight or other charges;
- (b) The total of:

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
- (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

The total sum to be paid to the Contractor under (a) and (b) of this Paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair market value, as determined by the City, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to a buyer.

#### **49. Set-Offs from Payment.**

In arriving at the amount due the Contractor there shall be deducted:

- (a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this Agreement;
- (b) any claim which the City may have against the Contractor in connection with this Agreement; and
- (c) the agreed price for, or the proceeds for, any work, services, materials, supplies or other things not provided or performed by the Contractor or sold pursuant to the provisions of this Agreement, and not otherwise recovered by or credited to the City.

#### **50. Partial Termination.**

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price.

#### **51. Partial Price.**

The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Agreement whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due such excess shall be payable by the Contractor to the City upon demand, together with interest computed at the rate of seven (7) percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the City; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

#### **52. Records Inspection.**

Unless otherwise provided for in this Agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this

Agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs or other authentic reproductions thereof.

### **53. Compliance**

This Contract shall be governed by the law of Georgia. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the Work and shall ensure the compliance of its Subcontractors. Without limiting the generality of the foregoing Paragraph, the following laws are specifically referenced:

- (a) Contractor agrees that any payments made by it to any subcontractor, agent, or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal enacted Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.
- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
  - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.
- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying contract.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.

#### **54. Insurance.**

The Contractor shall be responsible to the City from the time of the signing of the Agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the Contractor, or any of its Subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf. The Contractor shall procure the insurance coverage identified below at the Contractor's expense and shall furnish the City an insurance certificate listing the City of Kennesaw as the certificate holder and as an additional insured and should read "The City of Kennesaw, Georgia, 2529 J.O. Stephenson Ave., Kennesaw, GA 30144". Occurrence coverage is required. Claims-made coverage is not acceptable. The insurance certificate must provide the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company(ies);
- (d) Description of policies;
- (e) Policy Number(s);
- (f) Policy Period(s);
- (g) Limits of liability;
- (h) Name and address of City as certificate holder;
- (i) Project Name and Number;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Mandatory thirty-day notice of cancellation or non-renewal.

The insurance coverage required below shall be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until sixty days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Contract shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the Contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Kennesaw and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed Agreement.

The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. § 50-21-37. The minimum required coverage and liability limits are as follows:

- (a) The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language: *This is to certify that all Subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*
  - State of Georgia statutory limits required:
    - (i) \$1,000,000.00;
    - (ii) \$1,000,000.00 each accident;
    - (iii) \$1,000,000.00 disease policy limit; and
    - (iv) \$1,000,000.00 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:
  - (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
  - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
  - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;

- (iv) Contractual \$ 1,000,000.00 per Occurrence; and
  - (v) General Aggregate \$ 2,000,000.00.
- (c) The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each occurrence.

**55. Georgia Security and Immigration Compliance Act Requirements.**

The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.*, by registering and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

**56. Dispute Resolution.**

- (a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.
- (b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.
- (c) No litigation may be commenced without first following the process in paragraphs (a) and (b) above. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty days written notice to the opposing party. The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.
- (d) Unless otherwise directed by the City, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above written.

ATTEST:

CITY OF KENNESAW, GEORGIA

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor  
City of Kennesaw

CONTRACTOR: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Seal)

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Notary Public  
Commission Expires:

EXHIBIT "A"  
SPECIAL STIPULATIONS

1. GENERAL

- 1.1 It is the intention of this specification to establish and define the work to be performed and, in addition, to determine the capability and experience of the contractor desiring to provide such services.
- 1.2 The project includes furnishing all labor, material, equipment for construction and related improvements as stated in the Scope of Work for subject project.

2. SCOPE OF WORK

- 2.1 This project consists of removing all existing landscape materials, including stumps and roots, grass and mulch to comply with the landscape plan, install new plant materials, grass and mulch to comply with the landscape plan.
- 2.2 Work shall include furnishing all labor, material, and equipment required for the project.
- 2.3 Bidder shall warranty all plant material for one year after final acceptance.
- 2.4 The bidder shall be responsible for the haul out and disposal of all material removed.
- 2.5 All plant materials and much to be installed in compliance with the plans.
- 2.6 Mulch shall be black wood mulch.
- 2.7 All major utilities: electric, water, communications, gas and sewer are present within the project corridor. Contractor will be responsible for coordinating and obtaining the necessary approvals and permits associated with this project.

- 3. The contract price for such materials and construction services shall not exceed the amount of \$ 54,404.00.

- 4. Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

- 1) Description of Specifications
- 2) Proposal and Contract
- 3) Bid quotation
- 4) E-Verify Forms for All Contracts
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

5. Pursuant to Paragraphs 23, 24 and 25 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within one (1) year of the date of completion of the services outlined in this Agreement.
6. Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

## **PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION**

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

\_\_\_\_\_ The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Basic Pilot User Identification Number  
(if applicable)

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

With express authority on behalf of:

\_\_\_\_\_  
Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**300-10-1-.08 Subcontractor Affidavit (Georgia Administrative Code)**  
**O.C.G.A. § 13-10-91 (2007), TITLE 13. CONTRACTS**  
**CHAPTER 10. CONTRACTS FOR PUBLIC WORKS**  
**ARTICLE 3. SECURITY AND IMMIGRATION COMPLIANCE**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Kennesaw has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Kennesaw, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## SUBMITTAL REQUIREMENTS

### Specific Requirements

#### **Georgia Security and Immigration Compliance Act**

##### Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the:

“Georgia Security and Immigration Compliance Act of 2006,” as codified on O.C.G.A. sections 13-10-90 and 13-10-91 and regulated and regulated in chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractor and Sub-Contractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” Accessed at <http://www.dol.state.ga.us> as further set forth below.

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
  - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
  - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
  1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by **Contractor** to provide services connected with this Agreement, as required pursuant to O.C.G.A. 13-10-91.
  2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this Agreement, the subcontractor’s indication of the employee-number category applicable to the subcontractor.
  3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Agreement an executed “Subcontractor Affidavit,” as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.

Receptionists: Please enter all bid packages delivered and give to City Clerk's office.

## City Bid Log / Results

**Project:** Watts Drive Landscape Medians

**Deadline:** January 10, 2024, at 3:00 pm

| Date Rec'd. | Time       | Company                          | Bid Amounts<br>(to be filled out by Clerk at opening) | Awarded Bid | Comments |
|-------------|------------|----------------------------------|-------------------------------------------------------|-------------|----------|
| 01/08/24    | 11:00 a.m. | Vee's Handy Services             | \$240,000.00                                          |             |          |
| 01/09/24    | 3:00 p.m.  | Creative Landscape Group         | \$54,404.00                                           |             |          |
| 01/10/24    | 2:00 p.m.  | Appalachian Landscape & Lawncare | \$54,574.70                                           |             |          |
| 01/10/24    | 2:30 p.m.  | Tri Scapes, Inc.                 | \$116,526.45                                          |             |          |
|             |            |                                  |                                                       |             |          |
|             |            |                                  |                                                       |             |          |
|             |            |                                  |                                                       |             |          |

CITY OF KENNESAW  
PUBLIC WORKS DEPARTMENT  
REQUEST FOR BIDS

BID FORM

Watts Drive Landscape Medians

TO: CITY OF KENNESAW

FROM: Creative Landscape Group  
(Contractor)

THE UNDERSIGNED BIDDER, having familiarized themselves with the work required by the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work;

HEREBY agrees if selected to enter into a contract and perform all work necessary to the successful completion of the contract as indicated and specified in the RFB for the total contract price of:

\$ 54,404.00

Bidder must also complete the unit price information in the Specification section.

Name of Firm: Creative Landscape Group

Firm Address: 18065 Acworth Ave West Rd. Kennesaw GA  
30152

Federal Identification No: 46-2284084 Email: CreativeLandscapeGroup@gmail.com

Telephone No: 770-757-9891 Fax No: \_\_\_\_\_

By: Chase Lacavale 1-9-24  
(Typed or Printed) (Date)

Signature: [Signature] President  
(Signature) (Title)

[www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)

12:1,8-2023

MDJ-9218

GPN-05

**INVITATION TO BID**

Sealed bids will be received by the City of Kennesaw City Clerk, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144, until 3:00 p.m. on Wednesday, January 10, 2024, for the removal of existing landscape material and the installation of new landscape material on Watts Drive.

This project consists of removing all existing landscape materials, including stumps and roots, grass and mulch to comply with the landscape plan, installing new plant materials, grass and mulch to comply with the landscape plan. Work shall include furnishing all labor, material, and equipment required for the project. Copies of the bid document may be obtained by contacting Lea Alvarez, City Clerk, at [laalvarez@kennesaw-ga.gov](mailto:laalvarez@kennesaw-ga.gov).

A mandatory pre-bid meeting will be held at 1:00 p.m., Friday, January 5, 2024, at Public Works, 3080 Moon Station Road, Kennesaw, Georgia. Proposals from contractors whose representative(s) did not attend the mandatory pre-bid meeting will be rejected. Any technical questions should be emailed to Lea Alvarez at [laalvarez@kennesaw-ga.gov](mailto:laalvarez@kennesaw-ga.gov) and Ricky Stewart at [rstewart@kennesaw-ga.gov](mailto:rstewart@kennesaw-ga.gov) no later than seventy-two (72) hours prior to the bid opening.

The successful Bidder shall furnish a Contract Performance Bond equal to one hundred ten percent (110%) of the contract price, with the terms and surety to be approved by the City of Kennesaw and furnish satisfactory proof of carriage of the insurance required.

This is a Lump Sum Bid, the Bidder is solely responsible for determining all quantities, means and methods for the work. The contract sum will only increase or decrease by a change in the project scope and change order approved by the City prior to the work being done.

No bidder may withdraw his/her bid within one hundred twenty (120) days after the actual date of the opening.

The successful bidder will be notified by the City of acceptance of the bid. The successful bidder must submit an executed CONTRACT and Certificate of Insurance before a Notice to Proceed can be issued. Upon receipt of the Notice to Proceed, the successful bidder shall begin work with the adequate force and equipment on the date specified. The project must be completed within 60 days of Notice to Proceed.

The City has the right to reject any and all proposals, and the right to waive any informalities or technicalities.

12:8,22-2023

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8020 Service/Construction Bids

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MDJ-9218

GPN-05

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12:8,22-2023

MDJ-9218



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Robbie Balenger, Building & Facilities Director

**DATE:** February 5, 2024

**TITLE:** Approval of RESOLUTION authorizing the Mayor to sign a proposal from Osprey Management, LLC for the replacement of porch soffits at the Ben Robertson Community Center.

---

### Summary:

The porch soffits along the east and south sides of the Community Center need to be removed and replaced. The cost to do so will be upwards of \$41,000. No bids are required since Osprey Management, LLC is being procured through state contract number GA-ST08-0440820-OML. The scope of work includes waterproofing the entire roofline, demolishing, discarding, and replacing, 2,500 square feet of soffit, painting the newly installed soffit, and removing and reinstalling existing roof lights.

### Recommendation:

The Building & Facilities Director recommends Council approve the proposal and authorize the Mayor to sign.

### Fiscal Impact:

SPLOST 2022 Facility Improvements: 310-4228-54-150500-00000.

### Attachments:

1. RESOLUTION - Community Center Soffit Replacement
2. Exhibit A

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2024-\_\_, 2024**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PROPOSAL FROM  
OSPREY MANAGEMENT, LLC FOR THE REPLACEMENT OF PORCH SOFFITS AT  
THE BEN ROBERTSON COMMUNITY CENTER.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB  
COUNTY, GEORGIA, AS FOLLOWS:**

**WHEREAS**, the porch soffits along the east and south sides of the Community Center need to be removed and replaced; and

**WHEREAS**, the scope of work includes waterproofing the entire roofline, demolishing, discarding, and replacing, 2,500 square feet of soffit, painting the newly installed soffit, and removing and reinstalling existing roof lights; and

**WHEREAS**, no bids are required since Osprey Management, LLC is being procured through state contract number GA-ST08-0440820-OML and;

**WHEREAS**, the cost of the proposal will be upwards of \$41,000 and will be paid from 2022 SPLOST Facility Improvements.

**NOW, THEREFORE, BE IT RESOLVED** the Kennesaw City Council authorizes the Mayor to sign the proposal with Osprey Management, LLC for services as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_ day of February, 2024.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

Client - City of Kennesaw

## Detailed Scope of Work

**Print Date:** December 14, 2023  
**Work Order Number:** 123553.00  
**Work Order Title:** COK - Ben Robertson Community Center Soffit Replacement  
**Contractor:** GA-ST08-040820-OML - Osprey Management LLC  
**Brief Scope:** COK - Ben Robertson Community Center Soffit Replacement

|                                                                                                                  |                                                                      |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>To:</b> Kenny Sicard<br>Osprey Management LLC<br>1640 Powers Ferry Rd<br>Marietta, GA 30067<br>(770) 726-2556 | <b>From:</b> Robbie Balenger<br>City of Kennesaw<br><br>678-674-3387 |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

### Detailed Scope:

Please see attached detailed scope of work (DSOW)

|       |      |
|-------|------|
|       |      |
| Owner | Date |

|            |      |
|------------|------|
|            |      |
| Contractor | Date |



## Scope of Work

November 28, 2023

City of Kennesaw

Ben Robertson Community Center

Osprey Project Number: GA0210-188

EZIQC#: 12355.00

### **General**

1. Summary Scope: Remove and replace porch soffit on east and south sides of the community center.
2. **Project Address: 2753 Watts Dr, Kennesaw, GA 30144**
3. Osprey's proposal package is based on the following documents and this Scope of Work
  - a. Drawings: N/A
  - b. Specifications: N/A
  - c. Additional Documents:
4. Submittals:
  - a. N/A

**GENERAL NOTE:** Contractor shall field verify all dimensions given below.

### **07-10-00 Waterproofing**

07.1 Check and repair gaps at roof transition between metal trim and EFIS along entire porch roof.

- Apply clear silicone sealant (tooled to shed water away from roof).

### **09-01-20 Soffit**

09.1 Demo and discard 2500 sq. ft. of existing soffit then clean and prep for new installation.

09.2 Carefully remove and store existing 2'x2' access panel on site.

09.3 Supply and install 2500 sq ft. of new 5/8" soffit material (Hardie Panel or approved similar) and prep for paint.

09.4 Reinstall existing 2' x 2' access panel.

09.5 Furnish and install (2) additional 2' x 2' access panels with turn lock to match existing.

- Field verify all access panel locations

### **09-91-13 Coating**

09.7 Supply and paint 2500 sq ft. of Hardie paneled soffit. Paint color to match existing.

- Paint code provided by customer.
- Provide 1 coat of primer and 2 coats paint.

09.8 Protect concrete below and walls/windows of any overspray with plastic.

### **26-00-01 Electrical**

26.1 Remove existing can lights (13 total) from ceiling and safely suspend in location during demo.

26.2 Reinstall lights after soffit installation and painting.

- Field verify can light locations.

### **Safety:**

1. All work shall be performed in accordance with OSHA and EM 385-1-1 Safety Standards.

### **DETAILS THAT APPLY TO ALL WORK AREAS:**

1. Contractor shall utilize the latest specifications and perform all work to the latest building codes; however, we do not include specialized standards for security design issues or systems.
2. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, from the ground and all surrounding area, and finishing with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site prior to the start of construction and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas during normal business hours, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense.
6. Contractor shall coordinate inspections as required.
7. Contractor shall provide a detailed schedule to submit with this proposal package.
8. Contractor shall coordinate all access to the property prior to beginning work.
9. Contractor shall obtain approvals in advance for all lay down and storage areas.
10. All salvageable materials remain the property of the City of Kennesaw unless otherwise agreed.
11. Contractor is responsible for protection of all existing surfaces including those not in the scope of work from construction dust, debris or damage during construction through final acceptance.
12. Final clean up and disposal: remove debris, rubbish, and waste material from the property. Upon completion of work, all construction areas shall be left clean and free from debris.
13. Closeout:
  - a. Clean entire work area.
  - b. Meet all close-out submittal requirements as identified in the contract documents.

- c. Promptly remove from site all tools, equipment and excess materials.
14. This proposal assumes the inclusion of partial progress payments throughout the course of construction.

**EXCLUSIONS & CLARIFICATIONS:**

1. Davis-Bacon Wage Rates and/or any applicable wage rates.
2. Surveys or engineering.
3. This proposal does not include the testing or abatement of any hazardous material. The material that is being removed has not been identified as Presumed Asbestos-Containing Material.
4. Owner must provide electricity in close proximity.

**PROJECT SCHEDULE:**

1. **Work to be performed during normal business hours (Monday – Friday 7:00 a.m. to 3:30 p.m.).**
2. Project construction will be scheduled upon receipt of the Purchase Order.
3. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

**PERMITTING:**

At the time of issuance of a Purchase Order for this Work, permits and associated fees are **not** included or required in the Scope of Work.

**CITY OF KENNESAW RESPONSIBILITIES:**

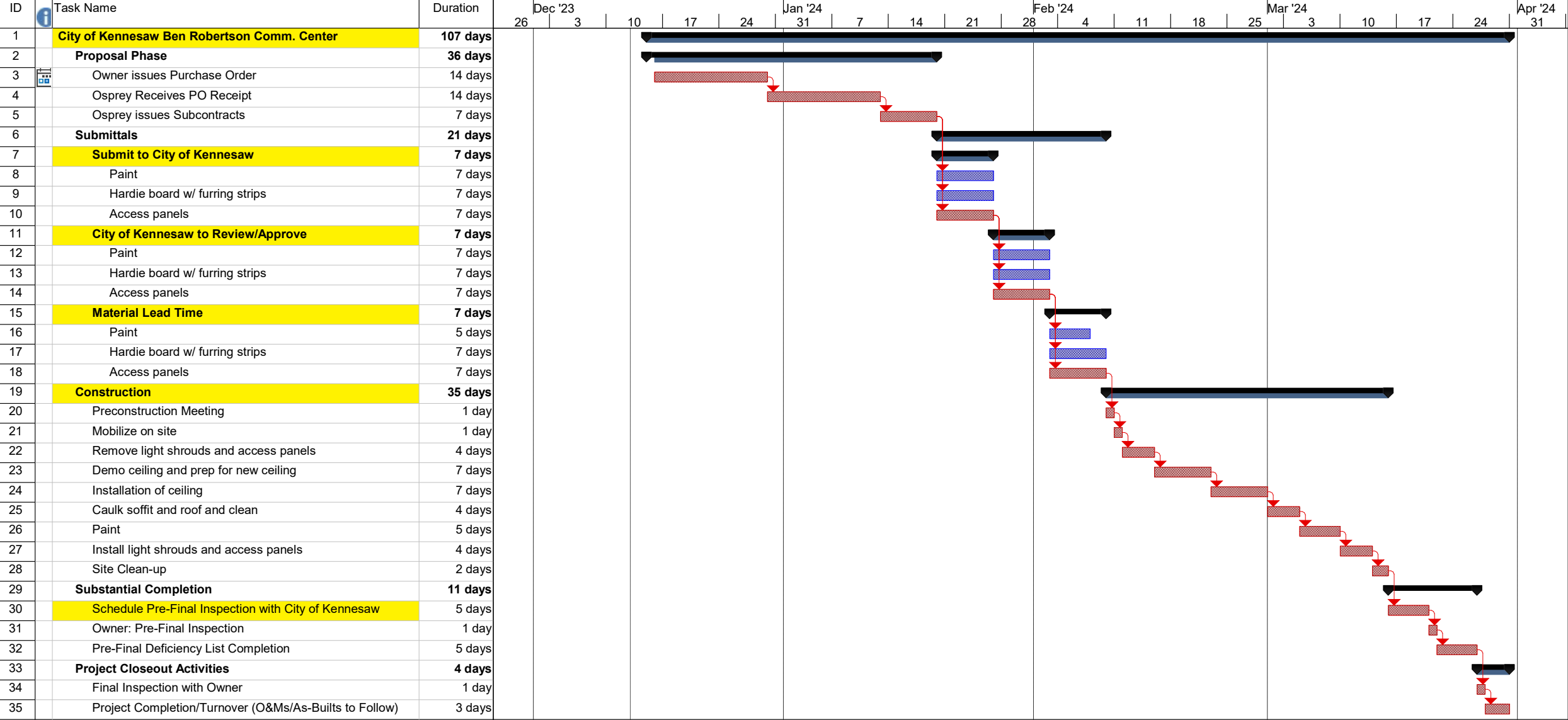
1. Provide staging area for equipment, vehicles and materials delivered to the site.
2. Supply prompt approval/comments on any submittals or RFI's submitted by the Contractor.
3. **Notify, coordinate, relocate and re-route all vehicles and pedestrians to accommodate progression of the work per the construction schedule.**

**CONTRACT DOCUMENT ORDER OF PRECEDENCE:**

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
  - a. Other documents referenced immediately above.

City of Kennesaw Comm. Center Soffit





Project: GA0210-188  
Date:December 13, 2023

|                         |  |                    |  |                       |  |                 |  |
|-------------------------|--|--------------------|--|-----------------------|--|-----------------|--|
| Task                    |  | Rolled Up Progress |  | Inactive Milestone    |  | Finish-only     |  |
| Critical Task           |  | Split              |  | Inactive Summary      |  | Critical        |  |
| Milestone               |  | External Tasks     |  | Manual Task           |  | Critical Split  |  |
| Summary                 |  | Project Summary    |  | Duration-only         |  | Progress        |  |
| Rolled Up Task          |  | Group By Summary   |  | Manual Summary Rollup |  | Manual Progress |  |
| Rolled Up Critical Task |  | Inactive Task      |  | Manual Summary        |  |                 |  |
| Rolled Up Milestone     |  | Inactive Task      |  | Start-only            |  |                 |  |

**Work Order Signature Document****EZIQC Contract No.: GA-ST08-040820-OML**☒**New Work Order****Modify an Existing Work Order**

Work Order Number: 123553.00

Work Order Date: 12/14/2023

Work Order Title: COK - Ben Robertson Community Center Soffit Replacement

Owner Name: City of Kennesaw

Contractor Name: Osprey Management LLC

Contact: Robbie Balenger

Contact: Kenny Sicard

Phone: 678-674-3387

Phone: (770) 726-2556

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST08-040820-OML.

Brief Work Order Description:

COK - Ben Robertson Community Center Soffit Replacement

**Time of Performance***See Schedule Section of the Detailed Scope of Work***Liquidated Damages**

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$40,759.48**

Owner Purchase Order Number:

**Approvals**\_\_\_\_\_  
Owner\_\_\_\_\_  
Date\_\_\_\_\_  
Contractor\_\_\_\_\_  
Date

## Detailed Scope of Work

**To:** Kenny Sicard  
Osprey Management LLC  
1640 Powers Ferry Rd  
Marietta, GA 30067  
(770) 726-2556

**From:** Robbie Balenger  
City of Kennesaw

678-674-3387

**Date Printed:** December 14, 2023

**Work Order Number:** 123553.00

**Work Order Title:** COK - Ben Robertson Community Center Soffit Replacement

**Brief Scope:** COK - Ben Robertson Community Center Soffit Replacement

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work (DSOW)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Contractor's Price Proposal - Summary

|                        |                                                                  |
|------------------------|------------------------------------------------------------------|
| Date:                  | December 14, 2023                                                |
| IQC Master Contract #: | GA-ST08-040820-OML                                               |
| Work Order Number:     | 123553.00                                                        |
| Owner PO #:            |                                                                  |
| Work Order Title:      | COK - Ben Robertson Community Center Soffit Replacement          |
| Contractor:            | Osprey Management LLC                                            |
| Proposal Name:         | COK - Ben Robertson Community Center Soffit Replacement Combined |
| Proposal Value:        | \$40,759.48                                                      |

|                                    |             |
|------------------------------------|-------------|
| 01 - General Requirements          | \$7,547.08  |
| 06 - Wood, Plastic, and Composites | \$836.82    |
| 07 - Thermal & Moisture Protection | \$23,741.55 |
| 08 - Openings                      | \$921.39    |
| 09 - Finishes                      | \$7,712.64  |
| Proposal Total                     | \$40,759.48 |

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

# Contractor's Price Proposal - Detail

Date: December 14, 2023

IQC Master Contract #: GA-ST08-040820-OML

Work Order Number: 123553.00

Owner PO #:

Work Order Title: COK - Ben Robertson Community Center Soffit Replacement

Contractor: Osprey Management LLC

Proposal Name: COK - Ben Robertson Community Center Soffit Replacement Combined

Proposal Value: \$40,759.48

| Sect.                                  | Item             | Modifier. | UOM                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Line Total |
|----------------------------------------|------------------|-----------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Labor                                  | Equip.           | Material  | (Excluded if marked with an X) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |
| 01 - General Requirements              |                  |           |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |
| 1                                      | 01 22 16 00 0002 |           | EA                             | Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. | \$1,232.97 |
|                                        |                  |           | Installation                   | Quantity 1,120.89 x Unit Price 1.00 x Factor 1.1000 = Total 1,232.97                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |
| 2                                      | 01 22 20 00 0006 |           | HR                             | CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$1,944.61 |
|                                        |                  |           | Installation                   | Quantity 32.00 x Unit Price 56.73 x Factor 1.0712 = Total 1,944.61                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |
|                                        |                  |           |                                | Cutting holes for can lights and cutting holes for access panels.<br>Cuttings around brick columns<br>2 guys 2 days 8 hours a day=32 hours                                                                                                                                                                                                                                                                                                                                                                                                          |            |
| 3                                      | 01 22 20 00 0006 | 0001      | MOD                            | For Foreperson, Add                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$48.68    |
|                                        |                  |           | Installation                   | Quantity 16.00 x Unit Price 2.84 x Factor 1.0712 = Total 48.68                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| 4                                      | 01 22 20 00 0010 |           | HR                             | ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$2,010.43 |
|                                        |                  |           | Installation                   | Quantity 32.00 x Unit Price 58.65 x Factor 1.0712 = Total 2,010.43                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |
|                                        |                  |           |                                | Removal of light shrouds for demo and secure. reinstall light shrouds after new soffit installed and painted.                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |
| 5                                      | 01 22 20 00 0010 | 0001      | MOD                            | For Foreperson, Add                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$50.22    |
|                                        |                  |           | Installation                   | Quantity 16.00 x Unit Price 2.93 x Factor 1.0712 = Total 50.22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| 6                                      | 01 56 16 00 0002 |           | SF                             | 6 Mil, Plastic Sheeting, Applied To Floors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$1,017.64 |
|                                        |                  |           | Installation                   | Quantity 5,000.00 x Unit Price 0.19 x Factor 1.0712 = Total 1,017.64                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |
|                                        |                  |           |                                | Plastic to cover concrete floor and the side of the building to prevent paint splatter.<br>concrete 2500SF + wall 2500SF = 5000SF                                                                                                                                                                                                                                                                                                                                                                                                                   |            |
| 7                                      | 01 74 19 00 0015 |           | EA                             | 30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.                                                                                                                                                                                                                                                                                                                                                                                            | \$1,242.53 |
|                                        |                  |           | Installation                   | Quantity 2.00 x Unit Price 579.97 x Factor 1.0712 = Total 1,242.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |
|                                        |                  |           |                                | 3 dumpsters for debris from soffit removal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |
| Subtotal for 01 - General Requirements |                  |           |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$7,547.08 |

## Contractor's Price Proposal - Detail Continues..

**Work Order Number:** 123553.00  
**Work Order Title:** COK - Ben Robertson Community Center Soffit Replacement

**Proposal Name:** COK - Ben Robertson Community Center Soffit Replacement Combined  
**Proposal Value:** \$40,759.48

| Sect.                                           | Item                  | Modifier. | UOM                            | Description                                                                                                                                                                                                      | Line Total  |
|-------------------------------------------------|-----------------------|-----------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Labor                                           | Equip.                | Material  | (Excluded if marked with an X) |                                                                                                                                                                                                                  |             |
| 06 - Wood, Plastic, and Composites              |                       |           |                                |                                                                                                                                                                                                                  |             |
| 8                                               | 06 11 16 00 0192      |           | LF                             | 1" x 2" Pine/Spruce/Fir Light Framing, Trim And Furring                                                                                                                                                          | \$836.82    |
|                                                 |                       |           |                                | Quantity Unit Price Factor Total                                                                                                                                                                                 |             |
|                                                 |                       |           | Installation                   | 630.00 x 1.24 x 1.0712 = 836.82                                                                                                                                                                                  |             |
|                                                 |                       |           |                                | Furring strips to conceal and seal joints of hardie board.                                                                                                                                                       |             |
| Subtotal for 06 - Wood, Plastic, and Composites |                       |           |                                |                                                                                                                                                                                                                  | \$836.82    |
| 07 - Thermal & Moisture Protection              |                       |           |                                |                                                                                                                                                                                                                  |             |
| 9                                               | 07 46 46 00 0035      |           | SF                             | 1/4" Thick, Non Vented Fiber Cement Soffit                                                                                                                                                                       | \$16,978.52 |
|                                                 |                       |           |                                | Quantity Unit Price Factor Total                                                                                                                                                                                 |             |
|                                                 |                       |           | Installation                   | 2,500.00 x 5.50 x 1.0712 = 14,729.00                                                                                                                                                                             |             |
|                                                 |                       |           | Demolition                     | 2,500.00 x 0.84 x 1.0712 = 2,249.52                                                                                                                                                                              |             |
|                                                 |                       |           |                                | New Hardie board ceiling                                                                                                                                                                                         |             |
| 10                                              | 07 92 13 00 0009      |           | CLF                            | 1/2" x 1/2" Joint, Silicone Sealant And Caulking                                                                                                                                                                 | \$7,335.39  |
|                                                 |                       |           |                                | Quantity Unit Price Factor Total                                                                                                                                                                                 |             |
|                                                 |                       |           | Installation                   | 17.90 x 382.56 x 1.0712 = 7,335.39                                                                                                                                                                               |             |
|                                                 |                       |           |                                | Caulkin the edges of the perimeter of the ceiling plus both sides of the baton strips.<br>Perimeter=250+10+10+270=540 LF<br>Baton strips=250'/4'=62.5<br>62.5*20=1250 LF<br>1250+540=1790LF<br>1790/100=17.9 CLF |             |
| 11                                              | 07 92 13 00 0009 0108 |           | MOD                            | For >7.5 CLF, Deduct                                                                                                                                                                                             | -\$572.36   |
|                                                 |                       |           |                                | Quantity Unit Price Factor Total                                                                                                                                                                                 |             |
|                                                 |                       |           | Installation                   | 17.90 x -29.85 x 1.0712 = -572.36                                                                                                                                                                                |             |
| Subtotal for 07 - Thermal & Moisture Protection |                       |           |                                |                                                                                                                                                                                                                  | \$23,741.55 |
| 08 - Openings                                   |                       |           |                                |                                                                                                                                                                                                                  |             |
| 12                                              | 08 31 13 00 0015      |           | EA                             | 24" x 24" Stainless Steel Access Door With Cam Latch                                                                                                                                                             | \$810.47    |
|                                                 |                       |           |                                | Quantity Unit Price Factor Total                                                                                                                                                                                 |             |
|                                                 |                       |           | Installation                   | 2.00 x 378.30 x 1.0712 = 810.47                                                                                                                                                                                  |             |
|                                                 |                       |           |                                | Install 2 new access panels to soffit                                                                                                                                                                            |             |
| 13                                              | 08 31 13 00 0015      |           | EA                             | 24" x 24" Stainless Steel Access Door With Cam Latch                                                                                                                                                             | \$110.92    |
|                                                 |                       |           |                                | Quantity Unit Price Factor Total                                                                                                                                                                                 |             |
|                                                 |                       | X         | Installation                   | 1.00 x 64.22 x 1.0712 = 68.79                                                                                                                                                                                    |             |
|                                                 |                       | X         | Demolition                     | 1.00 x 39.33 x 1.0712 = 42.13                                                                                                                                                                                    |             |
|                                                 |                       |           |                                | Removal on one existing and installation of that existing access panel                                                                                                                                           |             |
| Subtotal for 08 - Openings                      |                       |           |                                |                                                                                                                                                                                                                  | \$921.39    |
| 09 - Finishes                                   |                       |           |                                |                                                                                                                                                                                                                  |             |

## Contractor's Price Proposal - Detail Continues..

**Work Order Number:** 123553.00  
**Work Order Title:** COK - Ben Robertson Community Center Soffit Replacement

**Proposal Name:** COK - Ben Robertson Community Center Soffit Replacement Combined  
**Proposal Value:** \$40,759.48

| Sect.                      | Item                  | Modifier. | UOM                            | Description                                                                                                                                                                                                                                                                   | Line Total  |
|----------------------------|-----------------------|-----------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Labor                      | Equip.                | Material  | (Excluded if marked with an X) |                                                                                                                                                                                                                                                                               |             |
| 09 - Finishes              |                       |           |                                |                                                                                                                                                                                                                                                                               |             |
| 14                         | 09 01 90 52 0020      |           | SF                             | Up To 5,000 PSI Pressure Wash, Metal Surfaces, Surface Preparation                                                                                                                                                                                                            | \$2,088.84  |
|                            |                       |           |                                | Installation                                                                                                                                                                                                                                                                  |             |
|                            |                       |           |                                | Quantity                                                                                                                                                                                                                                                                      | Unit Price  |
|                            |                       |           |                                | 7,500.00                                                                                                                                                                                                                                                                      | 0.26        |
|                            |                       |           |                                | x                                                                                                                                                                                                                                                                             | x           |
|                            |                       |           |                                | Factor                                                                                                                                                                                                                                                                        | Total       |
|                            |                       |           |                                | 1.0712                                                                                                                                                                                                                                                                        | 2,088.84    |
|                            |                       |           |                                | Need to pressure wash ceiling to remove all duct compound from cutting to insure proper adhering of the paint (2500sqft) Then pressure wash over spray on the wall of the building (2500sqft). Pressure wash porch to clean from overspray (2500sqft).<br>2500+2500+2500=7500 |             |
| 15                         | 09 01 90 52 0020 0335 |           | MOD                            | For >5,000 To 10,000, Deduct                                                                                                                                                                                                                                                  | -\$80.34    |
|                            |                       |           |                                | Installation                                                                                                                                                                                                                                                                  |             |
|                            |                       |           |                                | Quantity                                                                                                                                                                                                                                                                      | Unit Price  |
|                            |                       |           |                                | 7,500.00                                                                                                                                                                                                                                                                      | -0.01       |
|                            |                       |           |                                | x                                                                                                                                                                                                                                                                             | x           |
|                            |                       |           |                                | Factor                                                                                                                                                                                                                                                                        | Total       |
|                            |                       |           |                                | 1.0712                                                                                                                                                                                                                                                                        | -80.34      |
| 16                         | 09 91 13 00 0306      |           | SF                             | 1 Coat Primer, Brush/Roller Work, Paint Soffit                                                                                                                                                                                                                                | \$2,115.62  |
|                            |                       |           |                                | Installation                                                                                                                                                                                                                                                                  |             |
|                            |                       |           |                                | Quantity                                                                                                                                                                                                                                                                      | Unit Price  |
|                            |                       |           |                                | 2,500.00                                                                                                                                                                                                                                                                      | 0.79        |
|                            |                       |           |                                | x                                                                                                                                                                                                                                                                             | x           |
|                            |                       |           |                                | Factor                                                                                                                                                                                                                                                                        | Total       |
|                            |                       |           |                                | 1.0712                                                                                                                                                                                                                                                                        | 2,115.62    |
|                            |                       |           |                                | One coat primer applied to ceiling                                                                                                                                                                                                                                            |             |
| 17                         | 09 91 13 00 0308      |           | SF                             | 2 Coats Paint, Brush/Roller Work, Paint Soffit                                                                                                                                                                                                                                | \$3,588.52  |
|                            |                       |           |                                | Installation                                                                                                                                                                                                                                                                  |             |
|                            |                       |           |                                | Quantity                                                                                                                                                                                                                                                                      | Unit Price  |
|                            |                       |           |                                | 2,500.00                                                                                                                                                                                                                                                                      | 1.34        |
|                            |                       |           |                                | x                                                                                                                                                                                                                                                                             | x           |
|                            |                       |           |                                | Factor                                                                                                                                                                                                                                                                        | Total       |
|                            |                       |           |                                | 1.0712                                                                                                                                                                                                                                                                        | 3,588.52    |
|                            |                       |           |                                | 2 coats paint applied to ceiling                                                                                                                                                                                                                                              |             |
| Subtotal for 09 - Finishes |                       |           |                                |                                                                                                                                                                                                                                                                               | \$7,712.64  |
| Proposal Total             |                       |           |                                |                                                                                                                                                                                                                                                                               | \$40,759.48 |

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** %



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Marty Hughes, Assistant City Manager

**DATE:** February 5, 2024

**TITLE:** Approval of up to \$53,000 from the Court Services Improvement Fund to purchase new security equipment.

---

### Summary:

This unbudgeted request is to replace the broken X-ray machine and aging metal detector which are needed to protect those entering the Council Chambers/Courtroom. The X-ray machine is from Astrophysics and will cost \$48,809. The metal detector is from Garrett Metal Detectors and will cost \$3,972.37. Both items will utilize state contracts, so no formal bid process will be required. If approved, the funds will transfer to the Police Department's account 100-1035-54-252000-00000 (Police Equipment), and they will make the purchase.

### Recommendation:

The Assistant City Manager recommends approval.

### Fiscal Impact:

Court Service Improvement Fund Reserve: 100-9000-61-611500-00000  
 Police Equipment: 100-1035-54-252000-00000

### Attachments:

1. X-ray Machine Quote
2. Metal Detector Quote

# QUOTATION

For Advanced Security Screening Systems



**Kennesaw Police Department - Kennesaw Municipal Court**  
Astrophysics Quote No. MRWB107

**List of Quotation Revisions:**

01/11/2024 - Updated Quote Submitted To: Captain Kevin Mitchell

**Submitted By:**

*Mark Reed*

**Astrophysics**  
21481 Ferrero Parkway  
City Of Industry, CA 91789  
(909)292-3730  
[mreed@astrophysicsinc.com](mailto:mreed@astrophysicsinc.com)

**Received By:**

Captain Kevin Mitchell  
**Kennesaw Police Department**  
2529 J.O. Stephenson Ave  
Kennesaw, GA 30144  
(770)429-4531  
[jmitchell@kennesaw-ga.gov](mailto:jmitchell@kennesaw-ga.gov)

# QUOTATION

For Advanced Security Screening Systems



**Kennesaw Police Department - Kennesaw Municipal Court**

Astrophysics Quote No. MRWB107

**List of Quotation Revisions:**

01/11/2024 - Updated Quote Submitted To: Captain Kevin Mitchell

| Line                      | Qty | Description of Proposed Product                                                                       | MSRP            | Discount | Unit            | Extended        |
|---------------------------|-----|-------------------------------------------------------------------------------------------------------|-----------------|----------|-----------------|-----------------|
| 1                         | 1   | X-Ray Inspection System XIS-6040NM 160kV                                                              | \$26,000        | 10%      | \$23,400        | \$23,400        |
| 2                         | 1   | 1.0 Meter Entry Roller Table                                                                          | \$700           | 15%      | \$595           | \$595           |
| 3                         | 1   | 1.0 Meter Exit Roller Table                                                                           | \$700           | 15%      | \$595           | \$595           |
| 4                         | 1   | 12 Month Warranty Included For XIS-6040NM Parts & Labor<br>(12 Month Warranty Starts at Installation) | <b>INCLUDED</b> |          | <b>INCLUDED</b> | <b>INCLUDED</b> |
| 5                         | 1   | Disposal & Removal of Existing X-Ray Unit (XIS-6040M)                                                 | \$1,500         |          | \$1,500         | \$1,500         |
| 6                         |     | Installation & Training                                                                               | \$2,750         |          | \$2,750         | \$2,750         |
| 7                         |     | Freight                                                                                               | \$3,239         |          | \$3,239         | \$3,239         |
|                           |     | <b><u>Additional Features &amp; Options</u></b>                                                       |                 |          |                 |                 |
|                           |     | Extended Warranty Year 2                                                                              | \$3,875         |          | \$3,875         |                 |
|                           |     | Extended Warranty Year2-5                                                                             | \$16,120        |          | \$16,120        |                 |
| <b>Total of Quotation</b> |     |                                                                                                       |                 |          |                 | <b>\$32,079</b> |

| <b><u>NOTES, TERMS, AND CONDITIONS</u></b>              |                                                   |
|---------------------------------------------------------|---------------------------------------------------|
| Terms of Delivery: CIP Destination                      | Terms of Payment: Net 30                          |
| Shipping Date: 9-10 Weeks ARO                           | Price validity: 90 days from original or revision |
| Initial operator training by factory-trained technician | Certificate of Warranty attached hereto           |
| All prices in US Dollars                                | Prices do not include taxes or fees of any kind   |

*\*Please review the attached brochure(s) for technical specifications, including shipping weights and dimensions*

**Submitted By:**

**Received By:**

*Mark Reed*

**Astrophysics**

21481 Ferrero Parkway  
City Of Industry, CA 91789  
(909)292-3730

[mreed@astrophysicsinc.com](mailto:mreed@astrophysicsinc.com)

Captain Kevin Mitchell

**Kennesaw Police Department**

2529 O.J. Stephenson Ave  
Kennesaw, GA 30144  
(770)429-4531

[kmitchell@kennesaw-ga-gov](mailto:kmitchell@kennesaw-ga-gov)

| <b>FINANCING OPTIONS (if applicable)</b>                                                          |                |                         |               |              |           |
|---------------------------------------------------------------------------------------------------|----------------|-------------------------|---------------|--------------|-----------|
| No.                                                                                               | Finance Amount | Lease Terms             | Interest Rate | Lease Factor | Per Month |
| 1                                                                                                 | \$32,079       | 36 month leasing option |               |              | \$0       |
| 2                                                                                                 | \$32,079       | 60 month leasing option |               |              | \$0       |
| <b>NOTES, TERMS AND CONDITIONS</b>                                                                |                |                         |               |              |           |
| Lease payments do not include system options, or government-imposed sales tax or fees of any kind |                |                         |               |              |           |
| Shipping, installation and first month payment due at lease signing                               |                |                         |               |              |           |
| 36 and 60 month lease terms include a \$ 1.00 buyout                                              |                |                         |               |              |           |
| Financing subject to credit review and approval                                                   |                |                         |               |              |           |
| PLEASE NOTE: Rates are subject to adjustment at time of funding based on market conditions        |                |                         |               |              |           |

| <b>OPERATOR TRAINING OPTIONS:</b>                                                                                                                                                                                                                                                                                                       |                                                                   |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------|
| Astrophysics will conduct complimentary training on the system by our installation technician. We highly recommend a CBT program to keep Screeners current and to train new Screeners when the need arises.                                                                                                                             |                                                                   |         |
| No.                                                                                                                                                                                                                                                                                                                                     | DESCRIPTION OF TRAINING                                           |         |
| 1                                                                                                                                                                                                                                                                                                                                       | Computer-based training (CBT) program – Dual view X-ray systems   | \$4,500 |
| 2                                                                                                                                                                                                                                                                                                                                       | Computer-based training (CBT) program – Single view X-ray systems | \$3,900 |
| <b>FEATURES INCLUDED WITH LICENSE:</b>                                                                                                                                                                                                                                                                                                  |                                                                   |         |
| CBT is a full training module designed by a partner company exclusively for Astrophysics                                                                                                                                                                                                                                                |                                                                   |         |
| The CBT Program consists of a Training Management System, Operator Course and Simulator Course.                                                                                                                                                                                                                                         |                                                                   |         |
| <ul style="list-style-type: none"> <li>• Training Management System (TMS) is a secure content delivery, grading, and training performance module.</li> <li>• Operator Course provides each user with a personalized learning experience.</li> <li>• Simulator Course allows users to expand their knowledge of threat items.</li> </ul> |                                                                   |         |
| The PC license allows the client to buy one license for one PC and allows multiple users.                                                                                                                                                                                                                                               |                                                                   |         |
| A variety of delivery options are available including via CD or Local Area Networks.                                                                                                                                                                                                                                                    |                                                                   |         |

| <b>ADVANCED SOFTWARE OPTIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------|
| No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DESCRIPTION OF ADVANCED SOFTWARE OPTIONS |         |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Threat Image Projection (TIP)            | \$1,000 |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Screener Assist (SA)                     | \$1,000 |
| <b>DESCRIPTION OF ADVANCES SOFTWARE FEATURES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |         |
| <b>Threat Image Projection (TIP)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |         |
| TIP is an optional software feature designed to test and train X-ray operators during normal screening operations. When the TIP System is enabled, threat images (i.e. digital images of firearms, knives, and explosive devices) are randomly blended into scanned images in real time. If the operator correctly identifies the TIP threat, the TIP image vanishes and the TIP system acknowledges with a message projected on the monitor. If the TIP threat is missed, the system highlights the presence of the TIP projection on the screen and sends a message to warn the operator a TIP image was present. The TIP system maintains a record of the test results and summarizes the performance of each operator. The TIP system can be customized to the needs of the customer's security CONOPS. |                                          |         |
| <b>Screener Assist (SA)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          |         |
| SA is an optional software feature that allows the X-ray system to highlight areas of special interest to the X-ray operator while screening live bags. When material with organic mass having similar elemental properties as explosives is X-rayed, an ellipse is drawn around the mass to alert the operator. It is important to note that many common organic items including certain foods and household consumables (i.e., shampoos, toothpaste, etc.), may also have the same Z-number as explosives. It is up to the operator to differentiate between innocuous and real threats by closely examining the highlighted image and taking action when necessary. A CONOPs should be developed to handle a SA alert.                                                                                   |                                          |         |

| <b>EXTENDED WARRANTY OPTIONS</b> |  |
|----------------------------------|--|
| <b>Silver Plan</b>               |  |
| No discount selected             |  |
| No discount selected             |  |

| No.                                                                                                        | X-ray system covered under agreement     | Discount | YR 1     | YR 2    | YR 3    | YR 4    | YR 5    |
|------------------------------------------------------------------------------------------------------------|------------------------------------------|----------|----------|---------|---------|---------|---------|
| 1                                                                                                          | X-Ray Inspection System XIS-6040NM 160kV | 0%       | INCLUDED | \$3,875 | \$3,991 | \$4,069 | \$4,185 |
| <b>NOTES, TERMS AND CONDITIONS</b>                                                                         |                                          |          |          |         |         |         |         |
| Prices are for this quotation only and for purchasing at the time of the original sale of the X-ray system |                                          |          |          |         |         |         |         |
| Price includes a response guarantee of 2 hour by phone - 72 hours on-site from initial contact             |                                          |          |          |         |         |         |         |
| Technical phone support Monday – Friday from 7:00AM to 6:00PM (PST)                                        |                                          |          |          |         |         |         |         |
| Full coverage of all parts and labor for twelve (12) months from ship date                                 |                                          |          |          |         |         |         |         |

# QUOTATION

For Advanced Security Screening Systems



**Kennesaw Police Department - Kennesaw Municipal Court**

Astrophysics Quote No. MRWB107

**List of Quotation Revisions:**

01/11/2024 - Updated Quote Submitted To: Captain Kevin Mitchell

| Line                      | Qty | Description of Proposed Product                                                                       | MSRP            | Discount | Unit            | Extended        |
|---------------------------|-----|-------------------------------------------------------------------------------------------------------|-----------------|----------|-----------------|-----------------|
| 1                         | 1   | X-Ray Inspection System XIS-6040SE 160kV                                                              | \$28,000        | 10%      | \$25,200        | \$25,200        |
| 2                         | 1   | 12 Month Warranty Included For XIS-6040SE Parts & Labor<br>(12 Month Warranty Starts at Installation) | <b>INCLUDED</b> |          | <b>INCLUDED</b> | <b>INCLUDED</b> |
| 3                         | 1   | Disposal & Removal of Existing X-Ray Unit (XIS-6040M)                                                 | \$1,500         |          | \$1,500         | \$1,500         |
| 4                         |     | Installation & Training                                                                               | \$2,750         |          | \$2,750         | \$2,750         |
| 5                         |     | Freight                                                                                               | \$3,239         |          | \$3,239         | \$3,239         |
|                           |     | <b><u>Additional Features &amp; Options</u></b>                                                       |                 |          |                 |                 |
|                           |     | Extended Warranty Year 2                                                                              | \$3,875         |          | \$3,875         |                 |
|                           |     | Extended Warranty Year2-5                                                                             | \$16,120        |          | \$16,120        |                 |
| <b>Total of Quotation</b> |     |                                                                                                       |                 |          |                 | <b>\$32,689</b> |

| <b><u>NOTES, TERMS, AND CONDITIONS</u></b>              |                                                   |
|---------------------------------------------------------|---------------------------------------------------|
| Terms of Delivery: CIP Destination                      | Terms of Payment: Net 30                          |
| Shipping Date: 9-10 Weeks ARO                           | Price validity: 90 days from original or revision |
| Initial operator training by factory-trained technician | Certificate of Warranty attached hereto           |
| All prices in US Dollars                                | Prices do not include taxes or fees of any kind   |

*\*Please review the attached brochure(s) for technical specifications, including shipping weights and dimensions*

**Submitted By:**

**Received By:**

*Mark Reed*

**Astrophysics**

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Captain Kevin Mitchell

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[kmitchell@kennesaw-ga.gov](mailto:kmitchell@kennesaw-ga.gov)

| <b>FINANCING OPTIONS (if applicable)</b>                                                          |                |                         |               |              |           |
|---------------------------------------------------------------------------------------------------|----------------|-------------------------|---------------|--------------|-----------|
| No.                                                                                               | Finance Amount | Lease Terms             | Interest Rate | Lease Factor | Per Month |
| 1                                                                                                 | \$32,689       | 36 month leasing option |               |              | \$0       |
| 2                                                                                                 | \$32,689       | 60 month leasing option |               |              | \$0       |
| <b>NOTES, TERMS AND CONDITIONS</b>                                                                |                |                         |               |              |           |
| Lease payments do not include system options, or government-imposed sales tax or fees of any kind |                |                         |               |              |           |
| Shipping, installation and first month payment due at lease signing                               |                |                         |               |              |           |
| 36 and 60 month lease terms include a \$ 1.00 buyout                                              |                |                         |               |              |           |
| Financing subject to credit review and approval                                                   |                |                         |               |              |           |
| PLEASE NOTE: Rates are subject to adjustment at time of funding based on market conditions        |                |                         |               |              |           |

| <b>OPERATOR TRAINING OPTIONS:</b>                                                                                                                                                                                                                                                                                                       |                                                                   |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------|
| Astrophysics will conduct complimentary training on the system by our installation technician. We highly recommend a CBT program to keep Screeners current and to train new Screeners when the need arises.                                                                                                                             |                                                                   |         |
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| <b>FEATURES INCLUDED WITH LICENSE:</b>                                                                                                                                                                                                                                                                                                  |                                                                   |         |
| CBT is a full training module designed by a partner company exclusively for Astrophysics                                                                                                                                                                                                                                                |                                                                   |         |
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| The PC license allows the client to buy one license for one PC and allows multiple users.                                                                                                                                                                                                                                               |                                                                   |         |
| A variety of delivery options are available including via CD or Local Area Networks.                                                                                                                                                                                                                                                    |                                                                   |         |

| <b>ADVANCED SOFTWARE OPTIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------|
| No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DESCRIPTION OF ADVANCED SOFTWARE OPTIONS |         |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Threat Image Projection (TIP)            | \$1,000 |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Screener Assist (SA)                     | \$1,000 |
| <b>DESCRIPTION OF ADVANCES SOFTWARE FEATURES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |         |
| <b>Threat Image Projection (TIP)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |         |
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| <b>Screener Assist (SA)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          |         |
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| <b>EXTENDED WARRANTY OPTIONS</b> |  |
|----------------------------------|--|
| <b>Silver Plan</b>               |  |
| No discount selected             |  |
| No discount selected             |  |

| No.                                                                                                        | X-ray system covered under agreement     | Discount | YR 1     | YR 2    | YR 3    | YR 4    | YR 5    |
|------------------------------------------------------------------------------------------------------------|------------------------------------------|----------|----------|---------|---------|---------|---------|
| 1                                                                                                          | X-Ray Inspection System XIS-6040SE 160kV | 0%       | INCLUDED | \$3,875 | \$3,991 | \$4,069 | \$4,185 |
| <b>NOTES, TERMS AND CONDITIONS</b>                                                                         |                                          |          |          |         |         |         |         |
| Prices are for this quotation only and for purchasing at the time of the original sale of the X-ray system |                                          |          |          |         |         |         |         |
| Price includes a response guarantee of 2 hour by phone - 72 hours on-site from initial contact             |                                          |          |          |         |         |         |         |
| Technical phone support Monday – Friday from 7:00AM to 6:00PM (PST)                                        |                                          |          |          |         |         |         |         |
| Full coverage of all parts and labor for twelve (12) months from ship date                                 |                                          |          |          |         |         |         |         |



# City of Kennesaw - GSA-1 PD6500i

**Kevin Mitchell**  
kmitchell@kennesaw-ga.gov  
404-392-1325

Reference: 20240104-111411480  
Quote created: January 4, 2024  
Quote expires: February 3, 2024  
Quote created by: Xavier Westmoreland

xavier.westmoreland@garrett.com

**Comments from Xavier Westmoreland**

Contract Number: GS-07F-025DA  
Minimum Order: \$50.00  
Point of Production: Garland, TX 75042  
Prompt Payment Terms: 2%-10 days, Net 31 days  
Data Universal Number System (DUNS): 004996112

Freight price is included and based on delivery of walk-through metal detector(s) and accessories to a (single) location. Customer must have a loading dock and the ability to unload the trailer. If a lift gate or inside delivery is required, additional charges could apply.

FOB Garland.

*All orders will be subject to appropriate sales tax.  
To waive sales tax we will need a current tax cert and W9*

**Products & Services**

| Item & Description                                                                                                                                                                                                                                                                                                  | SKU           | Quantity | Unit Price   | Total             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|--------------|-------------------|
| PD 6500i GSA Package<br>30" passageway, Gray, walkthrough detector (33 pinpoint zones). Includes<br>- Caster Set<br>- 14aH Lithium battery<br>- Wireless Sync<br>- OTP<br>- 5ft Jumper cord                                                                                                                         | 1168443 - GSA | 1        | \$3,863.57   | \$3,863.57        |
| SUPERSCANNER V - GSA<br>SuperScanner V- Garrett's Super Scanner, the most recognized hand-held metal detectors in the world, is now available with both audible and vibrating alarm modes. The industry leader for more than 25 years, the Super Scanner is backed by ongoing state-of-the-art Garrett engineering. | 1165190 - GSA | 1        | \$108.80     | \$108.80          |
| One-time subtotal                                                                                                                                                                                                                                                                                                   |               |          |              | \$3,972.37        |
|                                                                                                                                                                                                                                                                                                                     |               |          | <b>Total</b> | <b>\$3,972.37</b> |

### Purchase terms

Garrett payment terms are Net 30 with approved credit. The New Account Information Form must be submitted to establish credit.

***For new customers, orders under \$3500.00 must be prepaid via credit card or ACH. Orders over \$3500.00 are subject to credit approval. If mailing a payment please reference the quote number.***

*All orders will be subject to appropriate sales tax.  
To waive sales tax we will need a current tax cert and W9*

**Questions? Contact me**



Xavier Westmoreland  
xavier.westmoreland@garrett.com

Garrett Metal Detectors  
1881 W. State Street  
Garland, TX 75042  
US



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Bill Westenberger, Chief of Police  
**DATE:** February 5, 2024  
**TITLE:** Receipt of the December 2023 Crime Statistics.

---

**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 2023 December Crime Statistics (M+C)



# December 2023 Crime Statistics

## Summary

December 2023 Group A Offenses (97) decreased by 12% compared to December 2022 (110). A vast majority of the crimes reported in December 2023 were Assault Offenses (29). This trend is also present in the data collected for crimes reported in December 2022. Assault Offenses account for approximately 30% (29) of the crimes that have occurred within our jurisdiction in December 2023. Out of the 559 traffic stops in December 2023, (756) resulted in Citations and 41% (313) Warnings. There were a total of 71 Adult Arrests that took place during the month, which is a 26% decrease from December 2022 (96).

There were 1,664 traffic accidents YTD, 181 of which were classified as Hit and Run. Of the 1,664 accidents 140 had injuries, and 15 involved a pedestrian. YTD 2023 total accidents (1,664) are down compared to YTD 2022 (1,685).

| Crimes              | December 2023 | December 2022 | YTD (01/01/2023) – (12/31/2023) | YTD (01/01/2022) – (12/31/2022) |
|---------------------|---------------|---------------|---------------------------------|---------------------------------|
| Assault Offenses    | 29            | 30            | 374                             | 321                             |
| Motor Vehicle Theft | 2             | 1             | 15                              | 25                              |
| Burglary            | 2             | 1             | 31                              | 27                              |
| Homicide            | 0             | 0             | 0                               | 0                               |
| Larceny             | 19            | 21            | 264                             | 275                             |
| Sex Offenses        | 1             | 3             | 19                              | 29                              |
| Robbery             | 0             | 0             | 9                               | 4                               |
| Total               | 53            | 56            | 712                             | 681                             |

|                              | December 2023 | December 2022 | YTD (01/01/2023) – (12/31/2023) | YTD (01/01/2022) – (12/31/2022) |
|------------------------------|---------------|---------------|---------------------------------|---------------------------------|
| Dispatched Calls for Service | 450 (-426)    | 876           | 6,684 (-3,322)                  | 10,006                          |
| Self-Initiated Activity      | 725 (-101)    | 826           | 11,782 (+453)                   | 11,329                          |
| Traffic Citations            | 756 (-65)     | 821           | 12,054 (+1,359)                 | 10,695                          |
| Traffic Warnings*            | 313 (-25)     | 338           | 3,315 (-1,692)                  | 5,007                           |
| Arrests*                     | 71 (-25)      | 96            | 1,058 (+87)                     | 971                             |

\*Warnings do not include verbal warnings

\*Arrest statistics does not include juveniles

Bill Westenberger  
Chief of Police



Kennesaw Police Department  
2539 J. O. Stephenson Ave., Kennesaw, GA, 30144  
911 Call Center: (770) 422-2505  
Criminal Investigations Division: (770) 429-4533



Bayleigh Brown  
Crime/ Intelligence  
Analyst



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:**  
**DATE:** February 5, 2024  
**TITLE:** Reports, Discussions, and Updates

---

**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**  
None



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:**

**DATE:** February 5, 2024

**TITLE:** Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

---

**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

None