

To: Mayor and City Council

From: Rachel Waldron
Parks and Recreation Director

Re: Contract Award to Whitestone Spray, LLC

Date: October 27, 2025

Action

Approval of a contract with Whitestone Spray, LLC (dba Groundcover Solutions), for installation and maintenance of pine straw and mulch in Parks and Right-of-Way locations.

Summary

The City has determined that Whitestone Spray, LLC is the sole-source provider of a proprietary solution designed to preserve the look and extend the life of pine straw. The provided application and maintenance ensures full coverage and consistent color throughout the year.

Details

Pine straw and mulch will be applied twice a year to meet the current aesthetic standard across park facilities and right-of-way berms. In addition, the pine straw shall be treated with an approved spray application to extend its life and retain color. Locations have been identified as follows:

1. Brook Run Park
2. Donaldson-Bannister Farm
3. Dunwoody Cultural Arts Center
4. Georgetown Park
5. N. Shallowford Annex
6. Pernoshal Park
7. Two Bridges Park
8. Waterford Park
9. Wildcat Park
10. Mt. Vernon Berms
11. North Peachtree Exit

The City reserves the right to add additional locations under this agreement, provided they fall within the city limits and are within the general scope of services provided.

This Agreement may automatically renew for up to four (4) additional successive one-year terms. The total potential term of this Agreement, including the Initial Term and all Renewal Terms, shall not exceed five (5) years.

Funding for this project, in a not to exceed amount of \$175,000 will be allocated from the Parks and Public Works Operating Budgets.

Recommendation

Staff respectfully requests that Council: (1) award a contract to Whitestone Spray, LLC for installation and maintenance of pine straw and mulch in Parks and Right of Way locations, in a not to exceed amount of \$175,000; (2) authorize Staff to provide funding for the contract; (3) authorize the City Manager to execute the necessary documents.



Parks and Right-of-Way Pine Straw Contract

October 27, 2025

Summary



The City has determined that Whitestone Spray, LLC (dba Groundcover Solutions) is the sole-source provider of a proprietary solution designed to preserve the look and extend the life of pine straw. The provided application and maintenance ensures full coverage and consistent color throughout the year.

Background/Timeline

Due to the recurring annual cost of pine straw of over \$100,000, Parks and Purchasing initiated the development of a formal solicitation. TriScapes, Inc. is unable to fulfill the requested scope that includes the pine straw colorant.

Groundcover Solutions is the sole-source provider of a proprietary solution designed to preserve the look and extend the life of pine straw. This application will supplement the maintenance service provided by TriScapes, Inc.

Financial Impact

Funding for this project, in a not to exceed amount of \$175,000, will be allocated from the Parks and Public Works Operating Budgets.



Staff Recommendation

Staff respectfully requests that Council: (1) award a contract to Whitestone Spray, LLC for installation and maintenance of pine straw and mulch in Parks and Right-of-Way locations, in a not to exceed amount of \$175,000; (2) authorize Staff to provide funding for the contract; (3) authorize the City Manager to execute the necessary documents.



**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND
WHITESTONE SPRAY, LLC.**

This Agreement (the "Agreement") is made this ____ day of _____, **2025**, by and between Whitestone Spray, LLC (dba Groundcover Solutions) (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH

WHEREAS, the Company is engaged in the business of providing the labor, supervision, equipment, materials, and supplies necessary for the furnishing, installation, and maintenance of pine straw and mulch; and

WHEREAS, Dunwoody has determined that the Company is the sole-source provider of a proprietary solution designed to preserve the look and extend the life of pine straw, while also performing installation services for both pine straw and mulch on City-owned properties and rights-of-way, in conformity with the standards set forth in this Contract; and

WHEREAS, the Company has represented that it is willing and able to render said services to Dunwoody, and Dunwoody has determined it to be in its best interest to enter into this Contract.

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

1. Services.

Company agrees to render services (the "Services") to Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required furnishing, installation, and maintenance of pine straw and mulch as directed by the Parks and Recreation Director or their representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or their designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Price. As full compensation for the performance of this Contract, Dunwoody shall pay the Company for the actual quantity of work performed, which shall in no event exceed One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00). The fees for the work performed under this Contract shall be charged to Dunwoody in accordance with the rate schedule referenced in Exhibit A. Dunwoody agrees to pay the Company following receipt by Dunwoody of a detailed invoice, reflecting the actual work performed by the Company.

b. Manner of Payment. Dunwoody agrees to pay said invoices within thirty (30) days of receiving same. As Dunwoody is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody, including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

The term of this Agreement shall commence upon its execution (the "Effective Date") and shall continue through December 31, 2025, unless earlier terminated as provided herein (the "Initial Term"). Pursuant to O.C.G.A. § 36-60-13, as amended, the City shall have no binding obligation to make payments hereunder for any calendar year beyond December 31 of such year, unless funds are lawfully appropriated and budgeted for such purposes in the subsequent year.

This Agreement may automatically renew for up to four (4) additional successive one-year terms (each a "Renewal Term"), subject to annual appropriation of funds and under the same terms and conditions, unless earlier terminated in accordance with this Agreement. The total potential term of this Agreement, including the Initial Term and all Renewal Terms, shall not exceed five (5) years. Either party may elect not to renew by providing written notice to the other at least thirty (30) days prior to the expiration of the then-current term.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement.
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving the Company written notice seven (7) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform

as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "B".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local, and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement, which are in effect at the time of Company's performance thereof. Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

9. Conflicts of Interest.

Company warrants and represents that:

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

Notwithstanding the foregoing, Company may perform similar services for other government sector clients during the term of this Agreement and realize no implications.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business, and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and

against any and all third-party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "C".

12. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any governmental immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

13. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall, at Dunwoody's sole option, terminate this Agreement without any notice to Company of such termination.

14. Notices.

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

If to the City:

City Manager
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With copies to:

City Clerk
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

If to the Company:

Whitestone Spray, LLC
4705 Whitestone Way
Suwannee, GA 30024

15. Governing Law and Consent to Jurisdiction.

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

16. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

17. Severability.

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

18. Entire Agreement.

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit "A." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Eric Linton

Title: City Manager

Date of Execution _____

Approved as to from:

City Attorney

Attest:

City Clerk

Whitestone Spray, LLC.

By: _____

Title: _____

Date of Execution _____

EXHIBIT “A”

PROPOSAL AND SCOPE OF SERVICES

Scope of Work

1. Southern Longleaf Pine Straw Installation and Maintenance

- 1.1 All work shall include a minimum installation depth of four (4) inches and shall utilize tucking and rolling techniques to ensure a clean, uniform, and durable finish.
- 1.2 Once installed, the pine straw shall be sprayed with an approved treatment to prolong its life and retain its natural color.
- 1.3 The Contractor shall furnish all labor, materials, equipment, and services necessary to complete the project in accordance with the following requirements:

2. Locations and Estimated Quantities.

- 2.1 Donaldson-Bannister Farm – 337 Bales
- 2.2 Two Bridges Park – 246 Bales
- 2.3 Dunwoody Cultural Arts Center – 476 Bales
- 2.4 Waterford Park – 147 Bales
- 2.5 Brook Run Park – 1,247 Bales
- 2.6 Pernoshal Park – 68 Bales
- 2.7 Georgetown Park – Estimated Bales TBD (Site Visit Needed)
- 2.8 Wildcat Park – 526 Bales
- 2.9 Mt. Vernon Berms – 425 Bales
- 2.10 N. Shallowford Annex – 310 Bales
- 2.11 North Peachtree Exit – 110 Bales
- 2.12 Dunwoody reserves the right to add additional locations under this agreement, provided they fall within the city limits and are within the general scope of services provided.

3. Material Specifications

- 3.1 Only long needle pine straw (12–14” length) may be used; slash pine straw is strictly prohibited.
- 3.2 Material must be clean, red in color, and free of weeds, seeds, sticks, or debris.
- 3.3 Discolored, aged, or deteriorated pine straw is not acceptable.

4. Installation Requirements

- 4.1 Two applications annually: late fall (October–November) and early spring (March–April).
- 4.2 Minimum installation depth: 4 inches.
- 4.3 All pine straw must be properly tucked and rolled for aesthetic quality and durability.
- 4.4 Contractor shall avoid covering plants, signage, sidewalks, and pathways.

- 4.5 Pine straw shall be treated with an approved spray application to extend its life and retain color.

5. Site Preparation

- 5.1 All areas shall be cleared of weeds, debris, and obstructions prior to installation.
- 5.2 Borders, edges, and designated planting beds shall be prepared before pine straw placement.

6. Site Visits & Verification

- 6.1 For locations with unspecified bale quantities, the Contractor must complete a joint site visit with a City representative to confirm actual needs.
- 6.2 Site visits must be scheduled promptly to prevent project delays.

7. Maintenance Requirements

- 7.1 Installed pine straw shall be maintained to ensure full coverage and consistent color.
- 7.2 Reapplication of pine straw or use of colorant spray is permitted to maintain appearance throughout the year.

8. Completion & Inspection

- 8.1 Upon completion of each site, the City will conduct a quality inspection.
- 8.2 Any deficiencies shall be corrected by the Contractor at no additional cost to the City.

9. Project Timeline

- 9.1 Start Date: Work must begin within 14 calendar days of contract award.
- 9.2 Completion Deadline: All installations must be completed within 60 calendar days of commencement.
- 9.3 Scheduling: Work shall be coordinated with the City to minimize disruption to park and facility operations.

10. Fee Schedule (Subject to the prevailing market conditions. To be reviewed and adjusted annually to reflect any changes)

- 10.1 Pine straw = \$5.95/bale
- 10.2 Mulch Touchups =\$10/ bag
- 10.3 Pine Straw Colorant =\$0.075 cents per sq/ft
- 10.4 Mulch Colorant =\$0.12 cents per sq/ft
- 10.5 Fuel Surcharge- A fuel surcharge may be applied when the average retail price of diesel fuel, as published weekly by the U.S. Energy Information Administration, exceeds **\$3.00 per gallon**. The surcharge shall be limited to the additional cost attributable to fuel above this threshold.

EXHIBIT "B"**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____,

_____, _____, and I further certify that:

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

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident
 Bodily Injury by Disease - \$1,000,000 policy limit
 Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) Products/Completed Operations Insurance
- (d) Broad Form Property Damage
- (e) Personal Injury Coverage

3. Automobile Liability

- (a) \$ 500,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days

written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read:

**The City of Dunwoody,
4800 Ashford Dunwoody Road,
Dunwoody, Georgia 30338.**