



AGENDA REPORT

MEETING DATE:	October 5, 2026	Regular
DEPARTMENT:	Parks and Recreation	Tom McKlveen, Parks & Recreation Director
SECTION OF AGENDA:	Consent Agenda	November 2, 2026 
	N/A	
AGENDA ITEM TITLE:	Approval of a Parks Maintenance Services Agreement Between the City of Milton and Tri Scapes, LLC for Dedicated Staffing and Maintenance of City Parks, Athletic Facilities, Trails, and Greenspaces.	
STATEMENT OF PURPOSE:	To request approval of an agreement with Tri Scapes, LLC for comprehensive parks maintenance services following completion of the City's competitive Request for Proposals process.	
FINANCIAL IMPACT:	The agreement provides for an annual base price of \$691,000 for parks maintenance services. Funding for the agreement is included in the Parks and Recreation operating budget. The base price includes the required seven-person staffing model, routine labor and supervision, vehicles, equipment, fuel, equipment maintenance, chemicals, fertilizer, pre-emergent treatments, weekend coverage, and other operating costs identified in the Scope of Work. Supplemental staffing, supplemental equipment, and approved pass-through materials will be billed separately when authorized by the City.	
RECOMMENDED ACTION:	Approve the Parks Maintenance Services Agreement with Tri Scapes, LLC.	

EXECUTIVE SUMMARY:

The City of Milton utilizes a third-party contractor to provide day-to-day maintenance of the City's parks, athletic facilities, trails, greenspaces, and related recreation properties. The current maintenance agreement is approaching the end of its term, requiring the City to competitively procure a new contract for these services.

Staff issued RFP 26-PR03 for Parks Maintenance Services. The solicitation was structured differently from the City's previous parks maintenance contracts. Rather than relying primarily on a traditional task-based scope of work, the new contract establishes a dedicated staffing and equipment model responsible for maintaining the park system to the standards identified by the City.

The City received four proposals through the RFP process. Proposals were evaluated based on technical approach, staffing, company qualifications and operational capacity, equipment, related experience and references, and cost. Following the initial evaluation, the highest-rated firm was invited to participate in interviews focused on staffing, equipment readiness, and passive park management. Following the evaluation and negotiation process, Tri Scapes, LLC was selected as the recommended vendor.

The final negotiated staffing model includes seven full-time dedicated employees, including supervisory, active park, passive park, and general park maintenance personnel. Weekend staffing and additional operational support are incorporated into the contractor's overall staffing responsibilities separately.



A primary benefit of the new contract structure is greater flexibility in how maintenance resources are deployed throughout the park system. Under a traditional task-based contract, individual services and frequencies are often prescribed in detail, which can limit the contractor's ability to redirect labor when conditions or priorities change. Under the proposed model, the City is securing a dedicated team responsible for meeting established maintenance standards across the entire park system.

This approach allows City staff and the contractor to adjust daily and weekly priorities based on athletic schedules, weather, seasonal maintenance needs, special events, trail and greenspace conditions, and other operational demands without requiring individual changes to the contract each time resources are shifted. It also creates greater accountability for staffing levels and gives the City clearer visibility into the personnel and equipment assigned to its parks.

The scope continues to establish specific service expectations for athletic fields, landscaped parks, trails, passive parks, restrooms, trash and porter services, turf maintenance, vegetation management, and other routine park maintenance activities. The difference is that the contractor will be responsible for deploying the dedicated seven-person team and included equipment in the most effective manner necessary to meet those standards.

The proposed agreement has an initial term of one (1) year and includes up to four (4) automatic one-year renewals, subject to the terms and conditions of the agreement.

PURPOSE/BACKGROUND:

The City has historically contracted with a private firm to provide parks maintenance services. The services include maintenance of active recreation facilities such as Bell Memorial Park and Legacy Park, as well as passive parks, preserves, trails, greenspaces, community facilities, and athletic fields located on City and partner properties.

As part of the new procurement, staff reevaluated the structure of the existing contract and determined that a dedicated staffing model would provide greater operational flexibility and accountability than a contract based primarily on individual maintenance tasks and service frequencies.

RFP 26-PR03 therefore established required staffing, equipment, service standards, response expectations, and maintenance responsibilities while allowing the contractor and City staff greater flexibility in determining how those resources are deployed.

Following receipt and evaluation of four proposals, Tri Scapes, LLC received the highest overall evaluation and was selected as the recommended contractor.

STAFF ANALYSIS:

Tri Scapes demonstrated significant municipal parks maintenance experience, familiarity with the City's park system, qualified supervisory personnel, appropriate equipment resources, and the ability to provide dedicated active and passive park maintenance crews.

Staff believes the dedicated staffing approach will provide several operational advantages compared with the City's previous task-based contract structure, including:

- Greater flexibility to shift priorities between athletic facilities, passive parks, trails, and other properties as conditions require.
- Improved ability to address emerging maintenance needs without requiring additional task-specific pricing.
- Greater accountability for the number of personnel assigned to the City.

- Better coordination between City staff and the contractor's Working Foreman.
- Greater ability to prioritize work based on weather, athletic schedules, seasonal demands, special events, and field conditions.
- More efficient use of labor and equipment across the park system rather than assigning resources solely according to predetermined maintenance cycles.

The agreement will also include staffing accountability provisions to ensure the contractor maintains the required personnel throughout the contract term.

FINANCIAL IMPACT:

The annual base contract amount is \$691,000. The base contract includes the seven-person staffing model and the labor, supervision, vehicles, equipment, fuel, equipment maintenance, chemicals, fertilizer, pre-emergent treatments, weekend staffing, and other routine operating expenses required to perform the Scope of Work. Supplemental personnel, certain supplemental equipment, and approved pass-through materials may be authorized separately by the City when needed.

Funding is available within the FY27 Parks and Recreation operating budget. The agreement includes an initial one-year term with up to four automatic one-year renewals.

ALTERNATIVES CONSIDERED:

The City could reject the recommended agreement and pursue another procurement or alternative maintenance delivery model. Staff does not recommend this option because the competitive RFP process has been completed and Tri Scapes, LLC was determined to provide the most advantageous overall proposal following technical evaluation, interviews, and negotiations.

The City could also continue utilizing a traditional task-based maintenance model. Staff believes the dedicated staffing approach provides greater operational flexibility, accountability, and responsiveness to the changing needs of the park system.

LEGAL AND REGULATORY CONSIDERATIONS:

The agreement will be subject to final review and approval by the City Attorney and will incorporate the requirements of RFP 26-PR03, applicable addenda, negotiated terms, insurance requirements, and other standard City contractual provisions.

OPERATIONAL IMPACT

The agreement will provide the Parks and Recreation Department with a dedicated seven-person maintenance team responsible for routine maintenance of the City's parks, athletic facilities, trails, greenspaces, and related properties. The staffing-based model is expected to improve the Department's ability to coordinate maintenance priorities and respond to changing conditions throughout the year. City staff will continue to provide contract oversight, establish priorities, monitor performance, and coordinate directly with the contractor's supervisory personnel.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed agreement supports continued maintenance of the City's park system and recreation facilities used by residents, athletic associations, program participants, renters, and visitors. The dedicated staffing model is

intended to provide much improved and consistent maintenance while allowing resources to be directed toward the areas of greatest need throughout the year.

STRATEGIC ALIGNMENT:

Supports the City's commitment to maintaining high-quality parks, recreation facilities, trails, greenspaces, and public spaces while utilizing City resources efficiently and effectively.

STAFF RECOMMENDATION:

Staff recommends approval of the Parks Maintenance Services Agreement with Tri Scapes, LLC

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – September 29, 2026

Legal Review: Jennifer McCall, Jarrard & Davis, LLP – September 14, 2026

Concurrent Review: Steven Krokoff, City Manager

Bernadette Harvill

Steven Krokoff
Steven Krokoff (Oct 13, 2026 07:46:28 EDT)

ATTACHMENTS:

Parks Maintenance Services Agreement



**STANDARD CONTRACT
PARKS MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the "City"), and **TRI SCAPES, LLC**, a Georgia limited liability company located at 1200 Bluegrass Lakes Parkway, Alpharetta, GA 30004, (herein after referred to as the "Contractor"), the City and Contractor may be collectively referred to herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide Parks Maintenance Services for the City's parks; and

WHEREAS, Contractor desires to perform the services as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – City Solicitation Documents

Exhibit "B" – Contractor's Bid Response

Exhibit "C" –Reserved

Exhibit "D" – Contractor Affidavit

Exhibit "E" – Subcontractor Affidavit

Exhibit "F" – Key Personnel

B. Project Description. Contractor is to provide Parks Maintenance Services through a dedicated staffing, crew, and equipment model. Contractor shall provide qualified personnel, supervision, vehicles, on-site equipment, tools, materials, communication, and routine support necessary to maintain the City's active parks, athletic fields, passive parks, trails, greenspaces, and related outdoor recreation areas, whether currently owned or acquired in the future. The services include, but are not limited to repairs, general upkeep, grading, trail repairs, drainage cleanup, gravel touch-up, storm debris cleanup, minor fence repair and gate adjustments, sign adjustments, playground surface leveling, field repairs, erosion correction, pressure washing, landscape repairs, pruning and felling of trees and bushes and other City-directed maintenance needs within the park system ("Basic Work") described in the Scope of Work attached hereto as **Exhibit "A"**, as well as any additional work requested by the City that is generally associated with the Scope of Work but not specifically required in the Scope ("Supplemental Services Work"). Unless otherwise stated in **Exhibit "A"** or in an applicable Work Order, the Basic Work and any Supplemental Services Work (together, the "Work"), include all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work or a Work order, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

C. Timing and Term of Agreement. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Additional requirements relating to the prioritization of tasks and the timing requirements for each priority level are found in **Exhibit "A"**.

The term of this Agreement shall commence on October 1, 2026 ("Effective Date") and, absent termination as set forth in Section VII herein or as described in this paragraph, shall terminate on September 30, 2031, ("Term"). As the Term of this Agreement is for more than one fiscal year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on the final day of the first fiscal year of the Term, September 30, 2027, and shall automatically terminate on each September 30 of the following fiscal years during the Term, and further, that this Agreement shall automatically renew on the first day of the second fiscal year of the Term, October 1, 2027, and shall automatically renew on each October 1 of the following fiscal years during the Term, at the prices applicable to each fiscal year during the Term as specified in **Exhibit "B"** attached hereto, unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of any of the fiscal years during the Term. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

II. WORK ORDERS

A. **Work Order Defined.** The City may request Contractor to perform specific Basic Work and/or Supplemental Services Work through Work Orders. All Work Orders shall be in writing and issued by the City's Representative (as defined herein) or his or her delegate and accepted in writing by the Contractor's Representative (as defined herein) or his or her delegate. Each Work Order shall identify the priority, location and nature of the requested Work.

B. **Basic Work Orders.** Items of Basic Work in need of attention may be identified by the City on an as-needed basis, through Basic Work Orders. Contractor shall suggest Basic Work Orders to the City when it observes any facility, trail or park condition in need of maintenance.

C. **Supplemental Work Orders.** The City may issue Work Orders requesting Work not covered by the Project Scope of Work and therefore not part of the Basic Work. Such Work is considered "Supplemental Services" and subject to additional compensation to be negotiated in each Supplemental Services Work Order. Each Supplemental Services Work Order shall specify the unit prices and not-to-exceed price cap (or else a lump sum price) of the Supplemental Work, including associated costs. A revised estimate must be approved in writing by the City's Representative before Contractor may exceed any specified price for the Supplemental Work. The City shall follow its procurement policy in processing Supplemental Services Work Orders.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** The amount paid to Contractor during the Term shall be the lump sum Basic Work price for the Term as specified in **Exhibit "B"**, plus the sum of any excess labor and equipment hours (at the per-unit prices set forth in **Exhibit "B"**) required to complete Emergency Work that are separately compensable as specified in the Scope of Work, plus the compensation due for performing approved Supplemental Services Work Orders. The lump sum Basic Work payment shall be invoiced and paid in equal monthly installments over the course of the Term. Compensation for compensable Emergency Services work and Supplemental Work performed and, if applicable, reimbursement for costs incurred, shall be paid to Contractor upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices for Work shall be submitted on a monthly basis. Any material deviations in Work performed compared to Work ordered shall be clearly communicated to City before charges are incurred and necessary changes shall be handled through Work Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

Required Staffing Levels: Contractor acknowledges that the required staffing levels identified in this Agreement are a material component of the Base Annual Price and are necessary for the Contractor to perform the required Scope of Work. Contractor shall maintain the required number and classifications of personnel throughout the Term. Vacation, turnover, or other employee absences shall not relieve the Contractor of this

requirement, and Contractor shall provide qualified replacement personnel as necessary.

Staffing Deficiency Credit: If the Contractor fails to provide the required staffing level, the City shall be entitled to a reduction in the monthly invoice for each day a required position remains unfilled or uncovered. The reduction shall equal one hundred twenty-five percent (125%) of the prorated daily fully burdened rate for the applicable position, calculated using the annual employee rate provided in the Contractor's Cost Proposal.

For purposes of this calculation, the daily rate shall be the applicable annual employee rate divided by 260 workdays. A staffing deficiency shall not be assessed when an absent employee is replaced by a qualified individual performing the duties of that position.

The parties acknowledge that understaffing results in reduced maintenance capacity, delayed work, increased oversight by City staff, and other impacts that are difficult to precisely quantify. The additional twenty-five percent (25%) is intended as a reasonable estimate of those impacts and not as a penalty.

Staffing deficiencies continuing for more than ten (10) business days, recurring staffing deficiencies, or failure to maintain the required Working Foreman or Crew Lead positions may also constitute grounds for Probation, corrective action, or termination for cause. These remedies are in addition to, and do not replace, any other rights available to the City under this Agreement.

B. **Maximum Payment Amount.** The maximum amount that will be paid to Contractor for Work performed and reimbursement for costs incurred for "Basic Work" during Year 1 of the Term shall not exceed **SIX HUNDRED NINETY-ONE THOUSAND and 00/100 DOLLARS** (\$691,000.00) ("Year 1 Maximum Basic Work Amount"). An annual amount of \$80,000.00 is allowed for Supplemental Work Orders issued outside of "Basic Work". Beginning in Year 2 of the Term and on each annual anniversary thereafter, the annual compensation for Basic Work shall be adjusted by an annual escalator based on the Consumer Price Index (CPI), using the percentage increase in the CPI over the preceding 12 month period. Other than increases applied pursuant to the annual CPI adjustments, the maximum pay amount may be modified only by a written amendment (i.e., Change Order) to this Agreement. The City Manager has authority to execute, without further action of the Milton City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Payment Amount, as set forth in this paragraph. Any such Change Orders materially altering the terms of this Agreement must be approved by resolution of the Milton City Council. Except for newly constructed or newly acquired properties, no Change Order shall alter the Maximum Payment Amount more than ten percent (10%).

Contractor may procure third-party goods and services necessary to perform the services under the terms of this Agreement. Such costs shall be reimbursed at Contractor's actual cost plus an administrative fee not to exceed ten percent (10%), provided that: (a) all pass-through costs are pre-approved in writing by the City; (b) such costs are separately itemized on invoices; and (c) Contractor provides supporting documentation upon

request.

IV. PERFORMANCE REVIEW

A. **Performance Monitoring.** City may inspect the timeliness and quality of Contractor's Work at any time. If City notifies Contractor of any improperly-performed Work or late performance of Work, Contractor shall correct the deficiencies at no additional cost to the City.

B. **Performance Review Meetings; Probation.** Representatives for City and Contractor shall meet monthly to review Work performance, at no additional cost to City. In the event of a serious or repetitive deficiency, the City may inform Contractor that it is on Probation status; while on such status, City and Contractor shall meet every month to review performance, at no additional cost to City. Contractor shall remain on Probation status until two successive months of acceptable performance have elapsed.

D. **Replacement of Unsatisfactory Workers.** Contractor shall promptly remove and permanently replace any employee or subcontractor declared by the City to be unsuitable to provide Work under this Agreement, including for reasons of chronic tardiness or absenteeism, improper job attire, unprofessional attitude or behavior, or demonstrated inability or unwillingness to properly perform Work. The City will have absolute discretion in making this determination, provided it does not act in bad faith. Contractor's failure to comply with this provision shall constitute a material breach of this Agreement.

V. COVENANTS OF CONTRACTOR

A. **Expertise of Contractor; Licenses, Certification and Permits.** Contractor accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Work, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor, including as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City.

B. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to City.

C. City's Reliance on the Work. Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be performed under this Agreement.

D. Contractor's Reliance on Submissions by City. Contractor must have timely information and input from City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by City, but Contractor shall provide immediate written notice to City if Contractor knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative. Andrew Nickell **[INSERT NAME]** shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this

indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

- (1) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If a general aggregate limit applies, the general aggregate limit shall be at least twice the required occurrence limit.
 - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.
 - (e) Commercial Umbrella Liability Coverage: \$N/A (_____) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
- (i) **Additional Insured Requirement.** City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (ii) **Primary Insurance Requirement.** Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
 - (iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) **Separate Coverage.** Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) **Defense Costs/Cross Liability.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
 - (vii) **Incorporation of Indemnification Obligations.** Policies

shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section V(G) of this Agreement.

- (b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (c) All Coverages.
 - (i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.
 - (iii) If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of

business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

- (7) Contractor's Duty to Provide Notice of Reduction in Coverage: Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Contractor shall require the same notice to the City in all subcontractor contracts.
- (8) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (9) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (10) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Workers' Compensation policy.
- (11) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

J. Reserved

K. Non-Collusion Affidavit. Contractor's officers, partners or employees responsible for bidding for the Work (as may be required to comply with O.C.G.A. § 32-4-122 and § 36-91-21(e)) shall complete and return to City the Non-Collusion Affidavit attached hereto as "Exhibit G."

L. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; or
- (3) If Contractor does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Contractor shall provide a copy of Contractor's state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to City, or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Contractor's and Contractor's subcontractors' verification process at any time to

determine that the verification was correct and complete. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by City thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor.

- ☐ 500 or more employees.
- ☒ 100 or more employees.
- ☐ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

M. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings

shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

N. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify City. If City determines that a conflict of interest exists, City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more

than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to the prime Contractor or higher tier sub-Contractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

O. Confidentiality. Contractor acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Key Personnel. All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **Exhibit "F"**, without written approval of City. Contractor recognizes that the composition of this team was instrumental in City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Q. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

R. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

S. **Nondiscrimination.** During the performance of this Agreement, the Contractor agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of employees or subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the City, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with

such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, City shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the City or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

VI. COVENANTS OF CITY

A. Right of Entry. City shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. City's Representatives. Tom McKlveen, Parks and Recreation Director, shall be authorized to act on City's behalf with respect to the Work as City's designated representatives on this Agreement; provided that delivery of official notice to the City must be made in writing as provided in Section VIII.F below.

VII. TERMINATION

A. **For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. **For Cause.** Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. **Payment Upon Termination.** Upon termination, City shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Basic Work, as determined at the time of termination, not otherwise covered by the remaining unpaid annual Project Price as set forth in **Exhibit "C"**.

D. **Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VII(A) above.

E. **Requirements Upon Termination.** Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

F. **Reservation of Rights and Remedies.** The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VIII. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including any exhibits hereto,

constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only in a written document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work (including Work Orders) shall be exchanged between City's Representative (named above) for City and Contractor's Representative (named above) for Contractor.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date

when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager
City of Milton, Georgia
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONTRACTOR shall be sent to:

Tri Scapes, LLC
Attn: Quinn Martin, CEO
1200 Bluegrass Lakes Parkway
Alpharetta, GA 30004

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor or on any obligation under the terms of this

Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This

Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

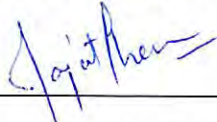
M. Force Majeure. Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

CONTRACTOR: TRI SCAPES, LLC

Signature: 

Print Name: Rajat Sharma, CFO

Title: Member/Manager (Limited Liability Company)

[CORPORATE SEAL]



Attest/Witness:

Signature: 
Print Name: Margarette Toohey
Title: Business Analyst

CITY OF MITON, GEORGIA

CITY: CITY OF MILTON, GEORGIA

By: Steven Krokoff, City Manager

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Tammy Lowit, City Clerk

Approved as to form:

Signed by:  9/28/2026
City Attorney _____ Date

APPENDIX A

Bell Memorial Park

15245 Bell Park Drive
Property Acreage: 36



- | | | | |
|--|----------------------------|-------------------|-------------------------|
| Parks | Field - Baseball/Softball | Picnic Pavilion | Recycling Bin |
| Batting Cage | Field - Multipurpose, turf | Picnic Seating | Glass Recycling Station |
| Building - Community Center/Meeting Room | Light Pole - Field | Playground | Educational Sign |
| Building - Concession | Park Bench | Restrooms | Parking - Unpaved |
| Building - Maintenance | Parking - Paved | Waste Bin | Informational Sign |
| Building - Storage | Pet Waste Station | Other | City Limits |
| Exhibit - Other | | Parking - Unpaved | Trails |



Bethany Bend Property

2485 Bethany Bend

Meadow Acreage: 4
Property Acreage: 6.7

-  Parks
-  Meadows
-  City Limits

Bethwell Community Center

2595 Hopewell Road
Property Acreage: .63



- | | |
|--|--------------------|
| Parks | Waste Bin |
| Building - Community Center/Meeting Room | Educational Sign |
| Grill | Parking - Unpaved |
| Park Bench | Informational Sign |
| Picnic Seating | City Limits |
| Playground | |

Birmingham Park

750 Hickory Flat
Property Acreage: 208



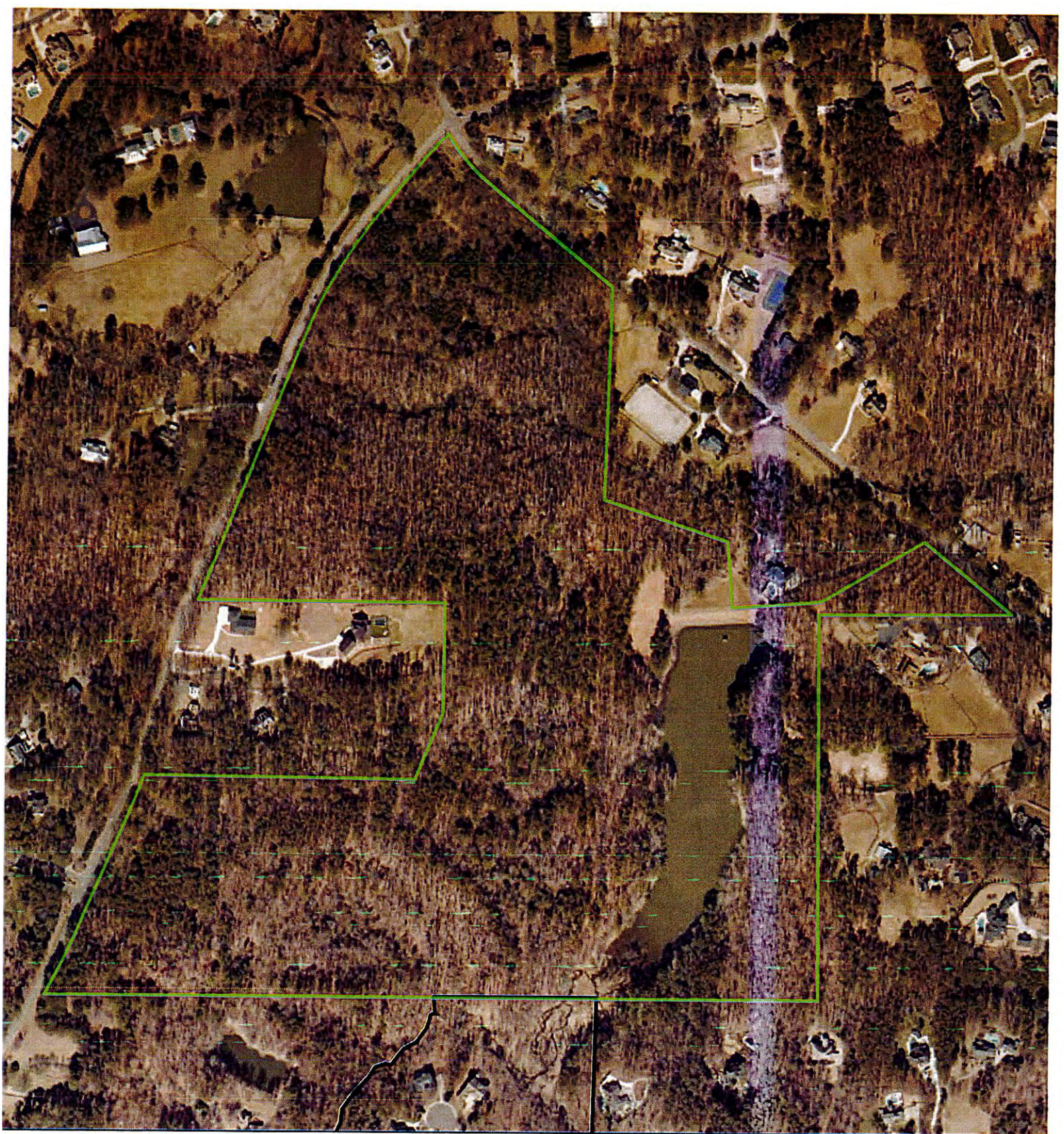
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|-------------------|-------------------|--------------------------|
| Parks | Waste Bin | Trail Signage |
| Park Bench | Other | Detention/Retention Pond |
| Pet Waste Station | Parking - Unpaved | Meadows |
| Picnic Seating | Educational Sign | City Limits |
| | | Trails |

Broadwell Pavilion

12615 Broadwell Road
Property Acreage: .76



- | | | | |
|--------------------|-----------------|---------------------|----------------|
| Parks | Picnic Pavilion | Waste Bin | First Aid Kit |
| Building - Storage | Picnic Seating | Parking - Unpaved | Water Fountain |
| Park Bench | Playground | Little Free Library | City Limits |
| Pet Waste Station | Restrooms | | |



Cooper Sandy
13555 Bethany Road

Property Acreage: 104.8



Freedom Park

13000 Deerfield Parkway
Property Acreage: 1.1



- | | |
|--------------------|------------------------------|
| Parks | Waste Bin |
| Exhibit - Memorial | Little Free Library |
| Park Bench | Exercise Equipment - Outdoor |
| Pet Waste Station | Informational Sign |
| Picnic Seating | City Limits |



Freemanville-Birmingham

15660 Freemanville Road

Property Acreage: 21

-  Parks
-  Pet Waste Station
-  Parking - Unpaved
-  AddressPoints
-  Parcels
-  City Limits

Friendship Park

12785 Birmingham Highway
Property Acreage: 1.8



- | | | |
|-----------------------------|---------------------|-----------------------------------|
| Parks | Pet Waste Station | Irrigation Component - Controller |
| Basketball Court - Outdoor | Picnic Pavilion | Water Fountain |
| Field - Multipurpose, grass | Waste Bin | Exercise Equipment - Outdoor |
| Park Bench | Little Free Library | City Limits |
| Parking - Paved | | |



Hamby Road Property

Property Acreage: 28

-  Parks
-  Meadows
-  City Limits



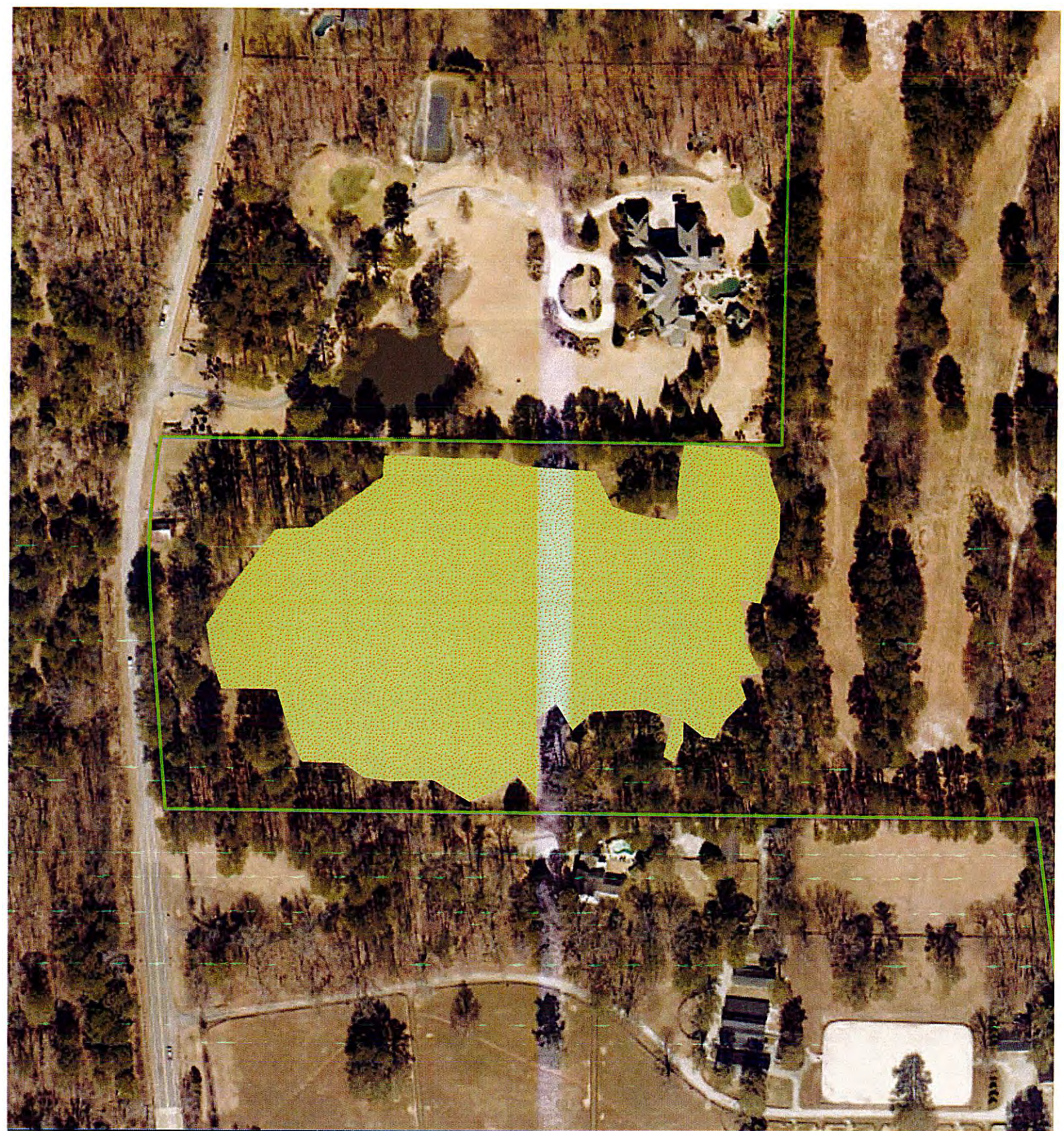
Hopewell Properties

13480 13580 Hopewell Road

Meadow Acreage: 9.3

Property Acreage: 39

-  Parks
-  Trail Mile Marker
-  Meadows
-  City Limits



Kennedy Property

14620 Freemanville Road

-  Parks
-  Meadows
-  City Limits

Meadow Acreage: 7.2
Property Acreage: 12

Lakhapani Preserve

990 Lackey Road
Property Acreage: 106



- Fencing
- Parks
- Building - Other
- Building - Storage
- Park Bench
- Waste Bin
- Parking - Unpaved
- Trail Signage
- City Limits
- Trails

Legacy Park

170 Cox Road
Property Acreage: 8.5



- | | | |
|-----------------------------|--------------------|------------------------------|
| Parks | Light Pole - Field | First Aid Kit |
| Building - Maintenance | Restrooms | Irrigation Component - Other |
| Building - Other | Waste Bin | Water Fountain |
| Field - Multipurpose, grass | Other | Informational Sign |
| Field - Multipurpose, turf | Parking - Unpaved | City Limits |

Mayfield Park

1000 Mayfield Road
Property Acreage: 5



- | | | |
|-------------------|---------------------|--------------------------|
| Parks | Waste Bin | Fishing Pier |
| Park Bench | Other | Detention/Retention Pond |
| Pet Waste Station | Little Free Library | City Limits |
| Picnic Pavilion | | |



-  Parks
-  Meadows
-  City Limits
-  Trails



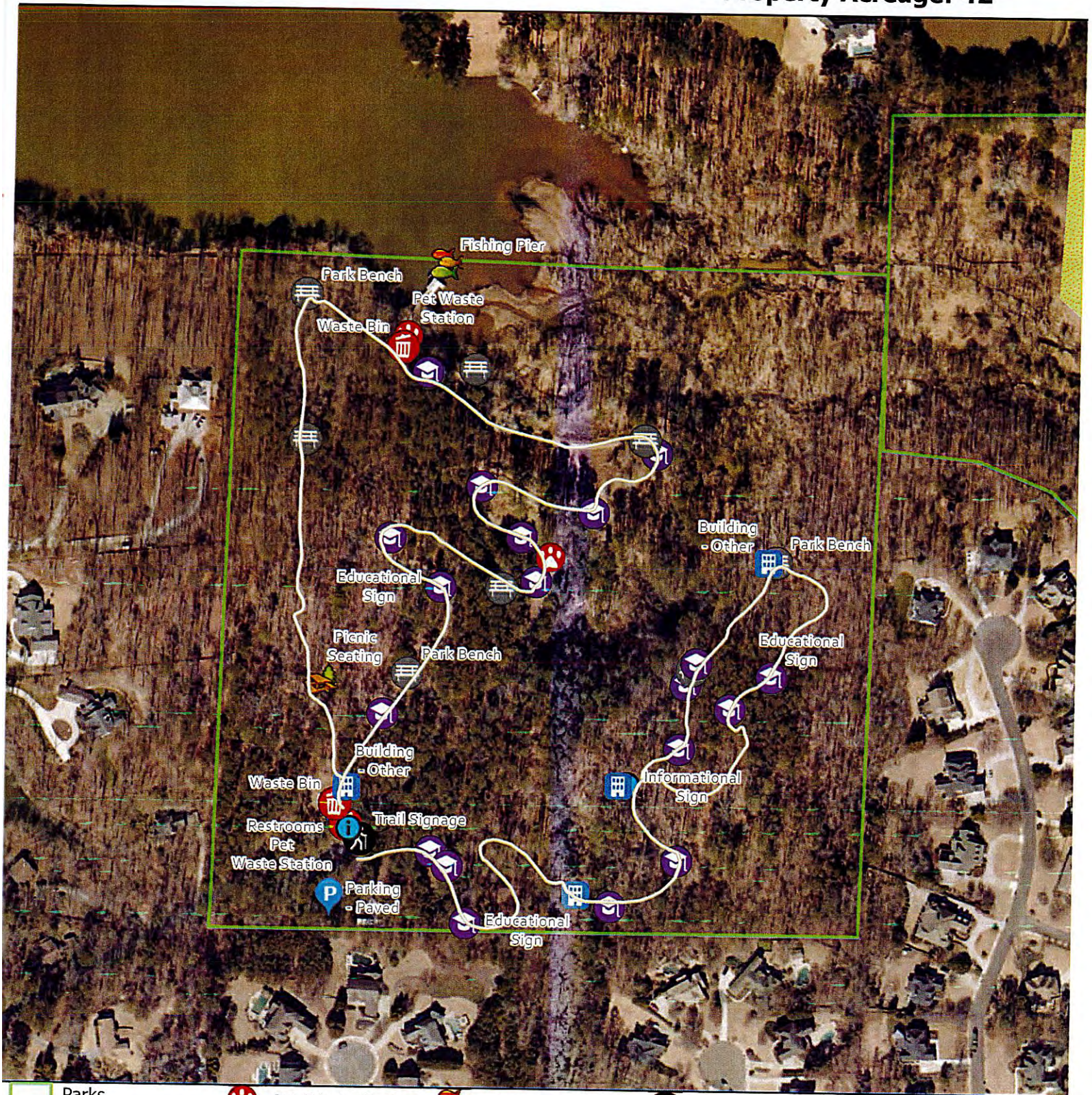
- Fencing
- ▭ Parks
- ⊗ Park Bench
- ⊗ Pet Waste Station
- 🎣 Fishing Pier
- ▨ Meadows
- ▭ City Limits



- | | | |
|----------------------------|-------------------------|------------------|
| Fencing | Pet Waste Station | Educational Sign |
| Parks | Picnic Seating | AED |
| Basketball Court - Outdoor | Swimming Pool - Outdoor | Flags |
| Building - Storage | Tennis Court | Meadows |
| Parking - Paved | Waste Bin | City Limits |
| | | Trails |

Providence Park

13440 Providence Park Drive
Property Acreage: 42



- | | | | |
|------------------|-------------------|--------------------|---------------|
| Parks | Pet Waste Station | Fishing Pier | Trail Signage |
| Building - Other | Picnic Seating | Educational Sign | Meadows |
| Park Bench | Restrooms | Informational Sign | City Limits |
| Parking - Paved | Waste Bin | Trails | |

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 26-PR03**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1
RFP 26-PR03

Questions and **Answers**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

1. What is the frequency the trash cans and pet stations need to be serviced. Does this also include the recycling cans at Bell Memorial Park ~
a. Bell Memorial Park, Legacy Park and Milton City Park & Preserve Active are daily trash checks. All other parks and facilities are 3x per week (Monday, Wednesday, Friday).
2. Can a prime contractor satisfy the required staffing and equipment model through a named subcontractor or teaming partner, provided the prime remains responsible for performance? ~
a. Yes. This must be clearly detailed in the bid submission.
3. Are subcontractor municipal references acceptable to support the experience requirement, or must the prime contractor itself hold the three similar municipal park maintenance references? ~
a. Prime contractor references are preferred.
4. Is a pesticide/herbicide applicator license required for the chemical, fertilizer, pre-emergent, post-emergent, insect control, fungicide, lime, and fire ant treatment work? ~
a. Yes. The contractor or subcontractor must hold the applicable Georgia pesticide contractor and commercial applicator licenses for all pesticide applications, including pre-emergent and post-emergent herbicides, insecticides, fungicides, and fire ant treatments. Fertilizer and lime applications alone do not require a pesticide applicator license unless the product contains a pesticide.
5. Is contract performance security required after award? ~
a. No. Contract performance security or performance bonds are not required under this solicitation.

(b) If yes, what type and amount? Are restroom supplies included in the base annual price, or will they be provided by the City? ~
a. Restroom supplies will not be included in the base annual price and will be paid for by the City. Some of those supplies may be in form of a pass-through.

6. Please confirm that chemical/fertilizer/pre-emergent material costs are included in the base annual price, while mulch, sod, infield mix, trail aggregate, restroom supplies, and repair materials are pass-through unless otherwise stated. ~
a. That is correct.
7. Will the City provide historical annual quantities or spend for pass-through materials such as mulch, pine straw, sod, infield mix, trail aggregate, and playground mulch?
a. These are annual estimates:
Mulch - 220 cubic yards of colored mulch
Pine Straw - 2,250 bales of long-needle per year
Sod - 3,000 square feet
Infield Mix - Average around 10 loads of infield mix
EWF Playground Mulch - Approximately 55 cubic yards per year
8. Can the City provide estimated weekly or seasonal weekend staffing hours for active athletic seasons, tournaments, and City-sponsored events? ~
a. During active athletic seasons, Offerors should assume Saturday coverage will typically consist of 2-3 staff for approximately 10 hours (depending on scheduled activities). Sunday coverage should typically consist of 1-2 staff for approximately 6-8 hours, depending on scheduled activities. Outside of active athletic seasons, weekend coverage is generally limited to one staff performing porter service, restroom cleaning, and routine park inspections.
9. Are City-owned artificial turf grooming/sweeping assets available to the contractor for routine field maintenance? ~
a. Yes.
10. Is a City of Milton business license required before proposal submission, or only before commencement of work after award? ~
a. Milton business license is required only if the business is located in the city of Milton. Otherwise, the business must have a business license from the jurisdiction in which it's located.
11. For the required large equipment "available within five days," may the contractor satisfy this requirement through rental agreements or third-party equipment providers? ~
a. Yes
12. Are after-hours emergency response services included in the annual base price, or billed only when requested under the supplemental rates? ~
a. Billed only when requested under the supplemental rates.
13. Will the City provide current park maintenance schedules, athletic field usage calendars, tournament schedules, and restroom/trash service volumes? ~
a. The City is unable to provide current park maintenance schedules or restroom/trash service volumes. During active athletic seasons, athletic fields are typically utilized Monday through Thursday from approximately 5:00 p.m. to 9:00 p.m., with most fields scheduled during those periods. Friday evenings are generally lighter, with activities typically occurring from 5:00 p.m. to 8:00

p.m. and not all fields in use. Saturdays are the busiest day, with programming typically occurring from 9:00 a.m. to 7:00 p.m., although activities may begin earlier or extend later depending on the schedule. Sundays are generally lighter, with programming typically occurring from 12:00 p.m. to 6:00 p.m. During non-active athletic seasons, fields are utilized on a more limited basis for rentals, camps, practices, and other activities. These timeframes are provided for planning purposes only and may vary throughout the year.

There are typically two to four tournaments each year that require contractor staffing. Of these, approximately one to two require porter services only, while one to two require both porter services and athletic field preparation. Tournament frequency could increase or decrease from year to year.

14. Does the required staffing model of eight (8) full-time positions include all weekend coverage requirements, or does the City anticipate additional personnel beyond the eight dedicated positions to satisfy the required Saturday and Sunday staffing during active athletic seasons? ~
 - a. The eight (8) full-time positions are intended to provide the base weekday staffing for the contract. During active athletic seasons, the City expects that one (1) full-time employee (one of the 8) will serve as the weekend lead each day, with the remaining weekend staffing supplemented by part-time or other personnel as determined by the Contractor. Weekend coverage shall be included in the Contractor's base annual price.
15. For pricing purposes, should Offerors assume each of the eight (8) required full-time positions is staffed on a standard 2,080-hour annual basis. ~
 - a. Yes. For pricing purposes, Offerors should assume each of the eight (8) required full-time positions is based on a standard full-time schedule of approximately 2,080 hours annually. The Contractor shall be responsible for managing staffing schedules to meet all service requirements outlined in the RFP.
16. Should Offerors include all routine operating costs—including labor burden, vehicles, equipment, fuel, chemicals, fertilizer, pre-emergent treatments, and other costs included in the base contract—within the annual individual employee price?
 - a. No. The annual base contract price shall include all routine operating costs required to perform the Scope of Work, including labor, labor burden, vehicles, equipment, fuel, chemicals, fertilizer, pre-emergent treatments, and other costs identified in the RFP. Supplemental employee pricing shall represent the fully burdened cost for the additional employee only.
17. Will the city allow for a 10-15% mark up for pass-throughs? (To be negotiated after contract award) ~
 - a. Any markups on passthroughs will be discussed and negotiated with the selected vendor prior to contract award.
18. Can the City provide the anticipated calendar dates for the active athletic seasons referenced in the staffing requirements, including typical tournament schedules and weekend workload expectations? ~

- a. The RFP provides anticipated staffing expectations for active athletic seasons; however, athletic schedules, tournaments, and City-sponsored events will vary throughout the year. Offerors should assume approximately two to four tournaments annually, including two baseball tournaments requiring two staff members for approximately 10 hours each on Saturday and Sunday, and lacrosse tournaments generally requiring one staff member for approximately 10 hours on Saturday and eight hours on Sunday.

19. Was the previous contract a staffing contract (like in this RFP) or was it based on the scope of work? ~ **Based on scope of work.**

20. Can the City provide historical annual quantities or expenditures for pass-through materials such as mulch, sod, engineered wood fiber (EWF), infield materials, and restroom supplies? ~

- a. Restroom supplies and infield materials have rarely been a passthrough. The rest is below:

Mulch -	220 cubic yards of colored mulch
Pine Straw -	2,250 bales of long-needle pine
Sod -	3,000-4,000 square feet
Infield Mix -	Average around 10 loads of infield mix
EWF Playground Mulch -	Approximately 55 cubic yards per year

21. What are the historical quantities and frequency of mulch and pine straw installed at each location? ~

- a. Each location (annual):

Bell Memorial Park	1x - 220 cubic yards of colored mulch
Legacy Park	2x - 25 bales of long-needle pine
Bethwell Community Center	2x - 60 bales of long-needle pine
Freedom Park	2x - 400 bales of long-needle pine
Mayfield Park	2x - 200 bales of long-needle pine
Milton City Park & Preserve	2x - 300 bales of long-needle pine
Broadwell Pavilion	2x - 100 bales of long-needle pine

22. Will this contract be a sole award or split award? ~ **Sole award**

23. Will partial bids be accepted? ~

- a. **No**

24. Some items/location of the scope have frequencies, while some do not. Some locations have ranges: ex. Sports Fields with visits of 3-5 days per week. Will you please confirm the expected frequencies for growing season and non-growing season of each location, and for other services, such as Janitorial. Over the past contract, how many visits have been made annually by the current contractor per location? ~

- a. The RFP identifies the required service standards and minimum frequencies for specific maintenance activities where applicable. For services without prescribed frequencies, the Contractor and City shall determine the appropriate frequency necessary to meet the performance standards

outlined in the RFP. Historical visit counts are not available, as the City intends for the Contractor to utilize the required staffing model to proactively maintain all facilities in accordance with the contract requirements.

EXHIBIT "B"



REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number: 26-PR03	RFP Title: Parks Maintenance Services
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Due Date and Time: July 30, 2026, by 2:00 pm EST	Number of Pages: 77
<i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	

ISSUING DEPARTMENT INFORMATION

Issue Date: July 9, 2026

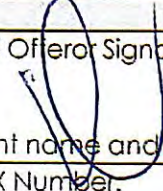
City of Milton Parks & Recreation Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov
---	--

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Envelope/Package: RFP Number: 26-PR03 Name of Company or Firm
	Special Instructions: Deadline for Written Questions July 20, 2026, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address: Tri Scapes, LLC 1595 Peachtree Parkway Ste 204-396 Cumming GA 30041	Authorized Offeror Signatory:  (Please print name and sign in ink) Quinn Martin, CEO
Offeror Phone Number: 770-752-4698	Offeror FAX Number:
Offeror Federal I.D. Number: 58-20776	Offeror E-mail Address: roni@triscapes.com

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



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July 30, 2026
City of Milton
Parks and Recreation Department
2006 Heritage Walk
Milton, GA 300045
RE: RFP 26-PR03Parks Maintenance Services

On behalf of Tri Scares, LLC, we are pleased to submit this bid to be considered for this opportunity. With over three decades of operational excellence, we are confident that our comprehensive construction and maintenance capabilities, financial stability, and proven history of service make us an ideal partner for maintaining the landscape needs of your parks.

Company History and Information Founded in 1993, Tri Scares, LLC is an all-inclusive commercial contracting company that has successfully managed over \$500 million in projects. Operating from 13 locations throughout the Southeast and Virginia, we provide two primary service lines: Construction and Maintenance. Our commitment to quality has been recognized consistently; we have been named a Top 20 Commercial Landscape Company in the Atlanta Business Chronicle's "Book of Lists" every year since 2008.

Qualifications and Relevant Experience Our operational capacity is uniquely suited to handle complex, multi-faceted public and private sector projects. Over the past three years, we have served over 300 clients and currently manage 175 active accounts, 85 of which are within the public sector. As a certified drug-free workplace, our crews are equipped and trained to execute the following core competencies:

Athletic Facilities
Facility Support.
Emergency Response
Environmental & Water Management
Landscape & Hardscape
Infrastructure & Civil

Licensing and Financial Capacity Tri Scares brings substantial financial and regulatory backing to guarantee project completion without interruption

Litigation: Tri Scares has not been part of any litigation in the past 5 plus years.

We are grateful for our long-standing partnership with the City and for this opportunity to grow, and evolve, our maintenance program alongside you all.

Sincerely,
Lindy Blount

OUR MISSION
To Cultivate the Best in Others



Faith & Family



Strong Work
Ethic



Build
Relationships



Respect for
Others



Honesty &
Integrity

Director of Maintenance
Tri Scares, LLC
Email: lindy@triscapes.com
Phone: 770-752-4698

Company Profile

Reachback Ability Capabilities

- Stormwater System Construction and Maintenance
- Roadway Maintenance and Repair
- Landscape Design, Construction, and Maintenance
- Hardscape Design, Construction, and Maintenance
- Irrigation System Design, Construction, and Maintenance
- Sports Field Installation and Maintenance
- Artificial Turf Field Maintenance
- Retention and Detention Pond Construction and Maintenance
- Trail Construction and Maintenance
- Porter and Janitorial Services
- Chemical Application Services
- Sidewalk and Pedestrian Improvements
- Bio-Retention Cell Construction and Maintenance
- Emergency Services
- Work Order management



Highlights

- Licensing: General Contractor licensed in multiple states- GA, AL, VA, TN, SC, FL
- DOT Qualification: Georgia DOT Qualified Contractor
- Bonding Capacity:
 - Aggregate: \$50,000,000
 - Single Project: \$15,000,000
- 2025 Revenue: \$56,000,000
- Equipment Investment: \$15M in equipment
- Line of Credit: \$5,000,000
- Workforce: Certified drug-free workplace
- Client Base: 300+ clients over the past 3 years
- Active Accounts: 175 current clients - (85 public sector)



Capabilities



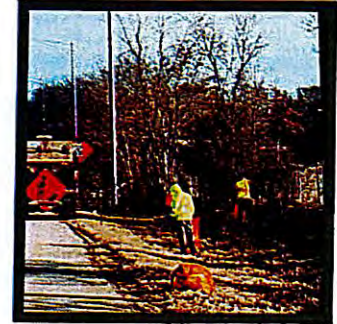
Parks



Athletic Fields



Custodial



Debris Removal



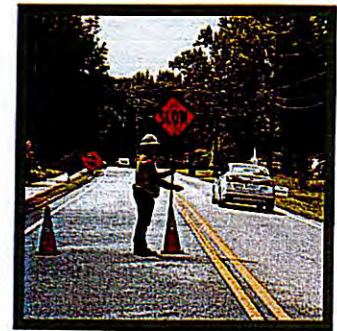
Graffiti Removal



Pruning

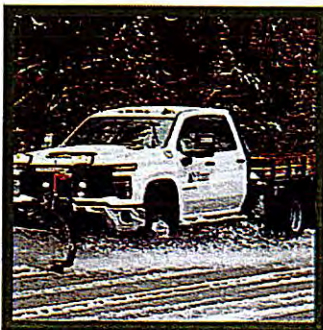


Work Orders

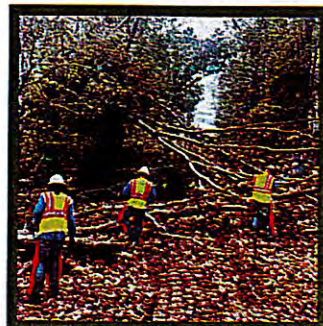


Traffic Control and
Certified Flaggers

Emergency Services (Speciality Equipment and Services)



Snow and Ice
Removal



Natural Disaster
Response
(Hurricane Helene)



Downed / Hazardous
Tree Removal

Safety/Training



Tri Scapes began using KPA Flex early 2026 to manage safety inspections, incident reporting, equipment checks, and employee training across all Tri Scapes divisions. KPA Flex is used to document:

- Incidents, near-miss reports, and corrective action
- TRIR, DART, OSHA Logs
- Safety Data Sheets

Utilizing this program has proven effective in improving our Safety protocol across the company. Using KPA Flex, we will provide a custom Safety Plan as a standard all job sites for Tri Scapes conducts the following:

- Crew level Daily Safety Briefings
- Weekly Safety Huddles and attendance
- Digital Jobsite Safety Observations

Our Tri Scapes Academy utilizes daily online classes, hands-on training, and practical assessments to train and assess our associates and ensure our work's safety, quality, and sustainability. Every Tri Scapes team begins each day with a safety meeting (using EdApp).

Staffing

Tri Sapes recognizes the concerns about quality staffing. Tri Sapes employs over 400 people in the Southeast. All employees are trained and certified by Tri Sapes before entering the field.

Recruitment

To ensure we attract top-tier talent in the open market, Tri Sapes utilizes a dual-channel recruitment approach:

- **Organic Market Resources:** We leverage leading platforms such as Indeed and ZipRecruiter to identify and vet experienced candidates within the landscape and maintenance industry.
- **In-House Pipeline:** Beyond traditional job boards, we maintain a robust internal pipeline through strategic partnerships with multiple non-profit organizations. These community-based partnerships allow us to bolster our workforce with reliable, motivated individuals while supporting local career development initiatives.

H2B - 2027

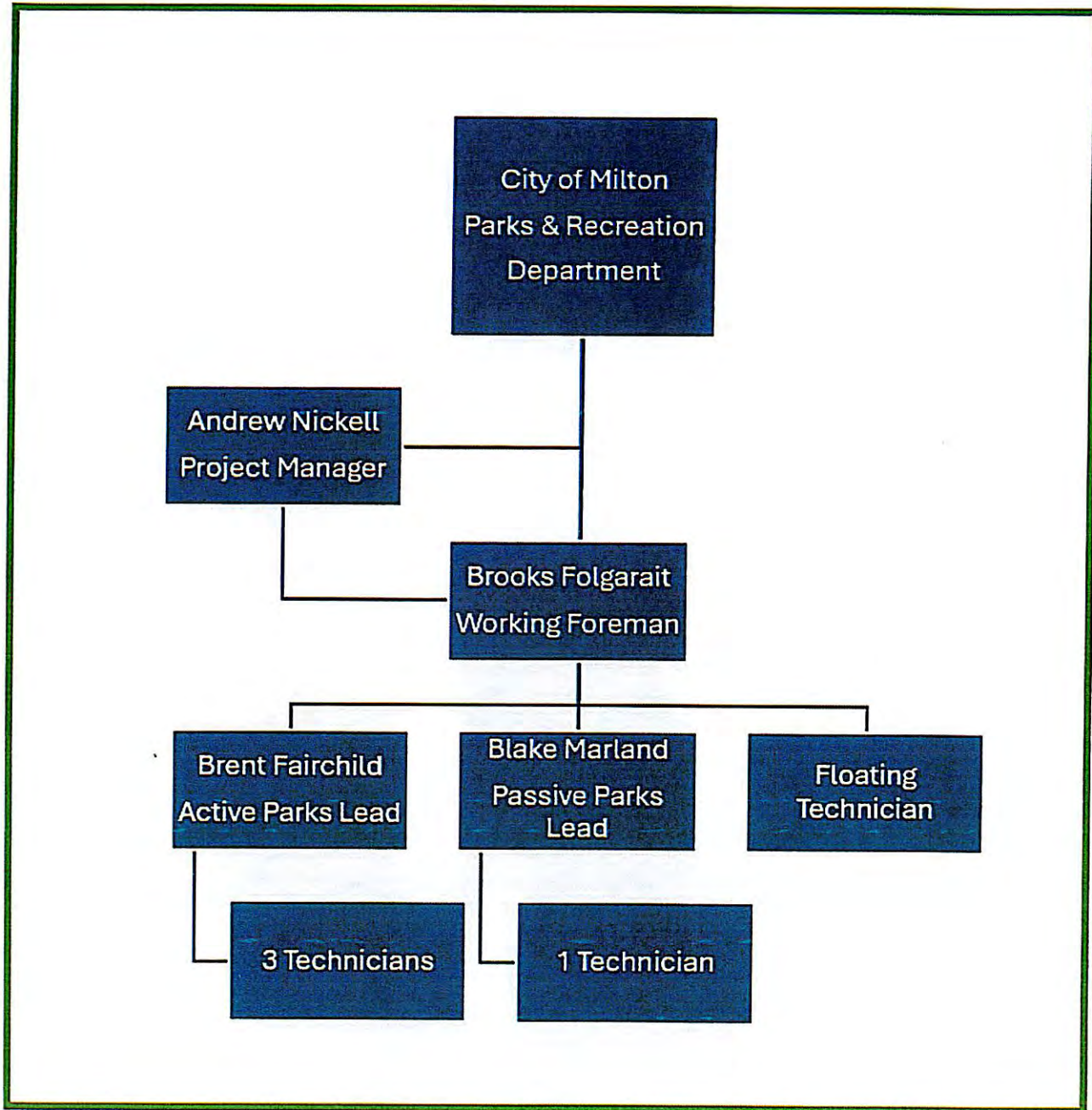
- We have applied to the U.S. Citizenship and Immigration Services and the US Department of Labor to again host a team of H2B workers.
- The application states that we would host the H2B workers during the summer months, which align to the City of Milton's Active Athletic Season.

Replacement & Turnover Management

We understand that consistent service delivery is the priority for Hall County. Our staffing model is designed for maximum agility:

- **Rapid Response:** Our typical turnover rate for replacing terminated employees is usually within a week of their last worked day.
- **Flexible Scaling:** This replacement timeline may be even shorter depending on specific site locations or specialized job requirements.
- **By maintaining this proactive hiring cycle,** Tri Sapes ensures that no crew or project location remains understaffed, protecting the continuity and quality of service that our clients expect.
- **Flex Crews:** Tri Sapes maintains crews whose primary responsibility is to "float" and fill in when necessary.

Staffing Plan



Project Leads

Qualifications



Andrew Nickell
Project Manager
770-752-4698

With over 20 years of hands-on experience, Andrew Nickell is a leader who knows public works inside and out. He currently heads up Tri Scares' operations in the City of Milton, where he focuses on supporting his team and doing great work for the community.

Before his time in Milton, Brookhaven, and Dunwoody, Andrew built his expertise out in the field—handling everything from road construction and stormwater maintenance to running utility crews for the TVA. As a former small business owner, he brings a practical, no-nonsense approach to problem-solving and customer service. Safety is always his top priority, and he holds the OSHA and MS4 certifications to back it up.

Brooks is currently serving as the working foreman for the City of Milton's Parks team, where he provides hands-on oversight of day-to-day field operations. He expertly balances site-level execution with a deep understanding of municipal service scopes and local requirements. Known for exceptional communication, he serves as a vital bridge between his field crews and city stakeholders to drive high performance and customer satisfaction. His proactive leadership fosters strong team accountability and ensures strict adherence to quality and safety standards. Furthermore, his advanced training in modern management models uniquely positions him to streamline workflows and deliver long-term operational success.



Brooks Folgarait
Work Order Foreman



Brent Fairchild
Active Parks
Crew Lead

Brent brings tenure and familiarity with this contract, having worked on athletic fields and active parks since joining Tri Scares under the leadership of Brooks. Building on decades of management experience in other fields, he brings robust operational expertise to the team. He possesses a deep understanding of the City of Milton, supported by his strong working relationship and established rapport with city representatives. Known for an exceptional eye for detail, he is thoughtful, inquisitive, and proactive in identifying and resolving field, operational, quality, and safety concerns. His combination of diverse leadership background and specialized municipal park experience makes him an invaluable asset to the team.

Blake brings 5 years of hands-on landscape experience and full operational proficiency across all standard and heavy landscape equipment. He excels in team leadership, safety compliance, and maintaining exceptional quality standards with a sharp eye for detail. Demonstrating deep knowledge of plant material, he ensures healthy, vibrant landscapes on every project. He is a skilled communicator with strong abilities in client relations and municipal coordination. Notably, he has established an excellent working relationship and strong rapport with the City of Milton, making him an ideal asset for this bid. His well-rounded expertise ensures reliable execution and continued project success.



Blake Marland
Passive Parks
Crew Lead

Support Personnel Qualifications



Dewayne Nowell
Operations Manager

Dewayne oversees general operations and enhancement projects within the Maintenance Division, working closely with Brooks and Andrew to support day-to-day operations while identifying and executing beautification initiatives. Together, their leadership has supported major municipal contracts including the City of Dunwoody Parks and Public Works, the Perimeter Center Improvement District, and the City of Sandy Springs. Dewayne has also played a key role in emergency response efforts and brings prior experience leading the City of Milton Parks contract and maintaining athletic fields at Bell Park. He has been a member of the Tri Scapes team since 2019.



William Skeen
Safety Manager

William Skeen serves as the Safety Manager for Tri Scapes, bringing more than 15 years of comprehensive experience in safety management within the transportation, manufacturing, and construction sectors. He is a highly engaged, hands-on professional recognized for implementing effective accident prevention strategies and fostering strong working relationships at all levels of an organization. William is dedicated to promoting a culture of safety, accountability, and continuous improvement across all projects.



John Pelletier
Field Recruiting / Hiring

John began his career at Tri Scapes as a field employee in 2023. John now is the Maintenance Division's recruiter and hiring manager and is able to apply his field experience to best support our crews' needs. Alongside our HR and Operations Teams, John is also responsible for properly placing our H2B workers.

Leadership Team



Quinn Martin has over 30 years of experience in the landscape industry and provides leadership across all areas of Tri Scapes. He oversees business operations, manages key partner relationships, and plays an integral role in guiding the company's long-term growth. As a co-founder, Quinn has been instrumental in cultivating Tri Scapes' strong, family-oriented culture built on trust, collaboration, and excellence. Email: Quinn@triscapes.com

CEO, President
& Co-Founder



Roni Johnson has been with Tri Scapes for over 10 years and serves as the key liaison for the Maintenance Division. She oversees procurement, financial management, and project support, working closely with internal teams to ensure smooth operations and consistent service delivery. Roni plays an integral role in supporting projects from planning through execution and strengthening coordination across the organization. Email: Roni@triscapes.com

Vice President
of Operations



Lindy Blount organizes, implements, and leads our maintenance division operations and contracts. With over 10 years of experience leading and expanding the Maintenance Division, Lindy brings a wealth of knowledge to our projects. He holds a Pesticide Applicator's License (Categories 24, 26, and 27) and is an ISA Certified Arborist. Lindy also collaborates with Business Development in securing contracts for the Maintenance Division. Lindy joined the Tri Scapes team in 2015. Email: Lindy@triscapes.com

Lindy Blount
Director of Maintenance

Equipment

RFP 26-PR03 listed equipment and tools required for this project. Tri Scapes will supply all items defined in the RFP. Below, please find highlights of specific equipment.

1. Dedicated Site Equipment

The following equipment will be directly dedicated to the Milton Parks project to ensure immediate availability for daily operations:

- **Vehicles & Trailers:** Trucks (4) | UTVs (2) | Utility Trailers (1) | Enclosed Trailer / Box Truck (1)
- **Heavy Machinery:** Skid Steer (1)
- **Mowers & Blowers:** Zero-Turn Mowers (4) | Backpack Blowers (4) | Walk-Behind Blower (1)
- **Power Tools:** Edgers & String Trimmers (5) | Pole & Chain Pruning Saws (2)
- **Hand & Site Tools:** Wheelbarrows (3) | Hoes, Rakes, Shovels (3) | Loppers & Pruners (3) | Pulaski Tools (1) | McLeod Tools (1) | Tamping Tools (1) | Mattock (1) | Pry Bars (1)

2. Athletic Season Equipment

To support the specific demands of seasonal sports and field maintenance, we deploy specialized turf and dirt-management equipment:

- **Turf & Soil Management:** Core Aerator, Walk-Behind Aerator, Top Dresser, Sod Cutter, Spreader, Roller, and Soil Prep Tools.
- **Field Grooming & Drags:** Reel Mowers, JD 1200A Bunker & Field Rake, Groomer, Box Blade, Grading Attachments, Nail Drags, Finish Drag Mats, and Steel Mat Drags.
- **Plate & Mound Care:** Plug Tools, Anchor Tools, Mound Repair Kits, Homeplate Care Tools, Hand Tampers, and Plate Tampers.

3. On-Demand Large Equipment (Available within 5 Days)

For large-scale projects, renovations, or emergency response, Tri Scapes can dispatch the following heavy equipment to the site within a 5-day window:

- **Earthmoving & Excavation:** Mini Excavator, Front-End Loader, and Skid Steers.
- **Hauling & Transport:** Dump Trucks, Dump Trailers, and Material-Hauling Equipment.
- **Clearing & Mulching:** Large Brush-Clearing Equipment, Brush Hogs / Rotary Cutters, and Dedicated Mulching Machinery.
- **Site Preparation:** Heavy Compaction Equipment and Push-Behind Units.



- Tri Scapes has an extensive inventory of equipment valued at over \$15M.
- All inventory is regularly maintained to provide optimal performance by our full-time service team.
- Tri Scapes has an in house team to maintain and repair the equipment.
- In addition to the dedicated equipment, Tri Scapes has access to equipment that is available on an as needed basis.

Working Together

Tri Scapes' Maintenance Philosophy

Tri Scapes understands that the City of Milton's maintenance philosophy is centered on preserving the City's unique rural character while providing safe, attractive, and sustainable public spaces. Our maintenance approach is fully aligned with these objectives, and we are committed to meeting—and exceeding—the City's expectations through proactive planning, exceptional service, and continuous communication.

Proactive Maintenance

Tri Scapes believes that preventive maintenance is the most effective way to protect the City's landscape assets and reduce long-term costs. Through routine mowing, pruning, weed control, irrigation inspections, and regular site evaluations, our team identifies and addresses potential issues before they become costly repairs. This proactive approach ensures Milton's parks, medians, rights-of-way, and public spaces remain healthy, attractive, and well-maintained throughout the year.

Safety First

The safety of Milton's residents and visitors is our highest priority. Tri Scapes will maintain parks, trails, sidewalks, medians, and rights-of-way to minimize hazards for pedestrians, motorists, and City staff. Regular inspections allow us to quickly identify and correct unsafe conditions while promptly reporting any concerns requiring the City's attention.

High Aesthetic Standards

Tri Scapes is committed to maintaining landscapes that reflect the beauty and character of the City of Milton. Our experienced crews focus on consistent quality, attention to detail, and professional workmanship to ensure every maintained property presents a clean, polished, and welcoming appearance.

Environmental Stewardship

Environmental responsibility is a core value at Tri Scapes. We utilize responsible pesticide applications, efficient water management practices, erosion control measures, and sustainable maintenance techniques to protect Milton's natural resources. Whenever practical, we preserve existing trees, native vegetation, and environmentally sensitive areas while promoting healthy, sustainable landscapes.

Asset Preservation

Tri Scapes recognizes the City's landscapes and hardscape improvements as valuable public investments. Through routine maintenance, timely repairs, irrigation management, and ongoing inspections, we maximize the useful life of turf, trees, shrubs, irrigation systems, hardscapes, and other landscape assets, reducing replacement costs and protecting taxpayer investments.

Efficient Use of Taxpayer Dollars

Our maintenance operations are carefully planned and managed to deliver the highest level of service while remaining cost-effective. By prioritizing preventive maintenance, utilizing experienced personnel, and deploying resources efficiently, Tri Scapes provides exceptional value and consistent results without compromising quality.

Responsive Customer Service

Tri Scapes understands that responsive communication is essential to a successful partnership with the City of Milton. Resident concerns and City requests will be addressed promptly, professionally, and with complete accountability. Our management team remains readily available to communicate with City staff, provide updates, and resolve issues quickly and efficiently.

Continuous Improvement

Tri Scapes views every contract as a partnership. We will work collaboratively with City staff to identify opportunities for operational improvements, recommend landscape enhancements, and implement industry best management practices while maintaining full compliance with all contract requirements. Our commitment to continuous improvement ensures the City receives the highest level of service throughout the life of the contract.

Tri Scapes is committed to preserving the beauty, safety, and integrity of the City of Milton's public spaces through proactive maintenance, environmental stewardship, superior customer service, and a dedication to excellence. Our goal is not only to meet the City's expectations, but to consistently exceed them while serving as a trusted partner in maintaining one of Georgia's premier communities.

Management Plan: Project Overview

Operating Headquarters:

- This team reports to and works from Bell Park, creating work flow efficiencies.

Trained Staff:

- Experienced Leadership: Project Manager, General Foremen
- Back Office Support: VP of Operations and her team manage this aspect of the contract
- Operational Support from Director of Maintenance and Operations Manager
- On going hands on training in the field and instructional training through Tri Scapes Academy

Uniforms

- Slacks - Cotton slacks and jeans
- Shirts - T-shirts or Sweatshirts with Tri Scapes logo only.
- Footwear - Work Boots only.
- Hats - Tri Scapes hats only.
- Safety Vest – with Tri Scapes logo

Operational Acumen:

- In addition to standard maintenance outlined in this RFQ, our team possesses the specialized skills and proven experience to successfully deliver diverse city beautification initiatives outside our core scope.

Safety Culture:

- Safety Manager (Certified Flagger Trainer). Trains new employees
- Weekly Close Call Reporting Meeting with Management and Leadership
- Daily Safety Meeting for all Field Personnel
- Compliant with Ansi Z260.2, Z133.1. OSHA and MUTCD
- Certified GDOT Contractor

Advanced Technology:

- Fleetio and Samsara used for fleet tracking and telematics
- City Works: The team is proficient in managing work flow through this tool
- Sales Force/Work Force
- Aspire

In-House Mechanics and Fleet Manager:

- Scheduled routine maintenance (less downtime for customers)

Dedicated Municipal Administrative Staff:

- Roni Johnston, VP of Operations, leads this staff focused on supporting municipal customers
- Staff trained on municipal contracts, invoicing, record keeping, and managing “pass through” items.

Communication:

- Scheduled weekly meetings between Tri Scapes' Project Management Team and the Department of Parks and Recreation team.
- Daily conversations between the Foremen and Project Manager.

Planning Process

Tri Scapes utilizes Salesforce Field Services software to plan the workflow for the project. Each project is set up in the Salesforce system with the the unique project requirements defined by the Customer.

The program is designed to notify the Project Manager of the assignments to be completed and notifies the Field Workers with the required tasks to complete the assignment. The completed tasks are captured using a smart phone and relayed to the Quality Control Inspector. The Quality Control Inspectors reports are recorded and returned to the Project Manager.

Announcement

In the fourth quarter of 2026, Tri Scapes will be implementing ASPIRE Scheduling Software.

Aspire will allow:

- Client Portals
- Client Reports
- Detailed crew schedules
- Schedule for Inspections
- Work Order management
- And many other enhancements



Proposed Schedule

Team 1 - Active Parks Team Crew Lead : Brent Fairchild

Bell Park and Legacy Park

Daily* :

Trash Removal

Bathroom Cleaning

Groom Baseball Fields

*Daily is M-F non Athletic Season

7 Days a week during Athletic Season

Bi-Weekly:

Field Maintenance

Weekly:

Landscape Grounds Maintenance

Blow Batting Cages

Other Active Parks

Weekly:

Landscape Maintenance

Thrice-Weekly (M,W,F):

Trash Porter

Day	Park 1	Park 2	Park 3
Monday	Northwestern	Friendship	Broadwell
Tuesday	Freedom	Bethwell	
Wednesday	Hopewell	Birmingham UMC	
Thursday	Mayfield		
Friday	Milton City Park (Passive Preserve)	Northwestern	

Team 2 - Passive Parks Team

Crew Lead : Blake Marland

Green Spaces will be bush hogged bi-monthly during growing season and monthly during winter. (As needed)

Task	Monday	Tuesday	Wednesday	Thursday	Friday
Trash	All Parks		All Parks		All Parks
Porter	All Parks		All Parks		All Parks
Landscape Maintenance	Providence Birmingham	Milton City Park/Preserve	Lackapany Bethany Bend	Hopewell Kennedy	

Crews are available Saturday and Sunday during Athletic Season and Special Events.

Similar Exeperience and References



Properties maintained since 2012

Contact: Eric Milley

Address: 1825 Old Milton Parkway Alpharetta, GA 30009

Phone: 678 347 5322

Email: emilley@alpharetta.ga.us

Value: \$600,000

Tri Scapes maintains the 200-acre sports package that includes seventeen locations throughout the City of Alpharetta. This contract is for routine maintenance operations for each park, equestrian center maintenance, and turf care for all sports fields and common areas. Additionally, we provide enhancement services, which enable the city to utilize one contractor for all their needs.



Properties maintained since 2020

Contact: David Alexander

Address: 4800 Ashford Dunwoody Rd NE, Dunwoody, GA 30338

Phone: 470-306-1213

Email: david.alexander@dunwoodyga.gov

Value: \$2.1 M Annually

Tri Scapes maintains eleven parks, seven center-line miles of ROW, and performs right-of-way maintenance (sidewalk and curb and gutter repairs, asphalt repairs, and stormwater maintenance) for the City. Most public spaces are traditional parks, but several are not, including the Cultural Arts Center, Dunwoody Nature Center, and Donaldson-Bannister Farm.

This staff of 33 performs full-service park and facility maintenance, landscape maintenance, pond maintenance, trash removal, trail maintenance, facilities maintenance, artificial turf maintenance (four fields), janitorial work, oversees the skate park, and inspects and repairs six playgrounds.

Finally, this team supports over 200 hours of the City's special events and responds to emergency / after-hour events.



Similar Exeperience and References



Properties Maintained Since 2023

Sean Brown: Field Superintendent

Email: Shawn.Brown@johnscreekgov.com

PH: 404.867.4981

Address: 11360 Lakefield Drive Johns Creek, GA 30097

Value: \$1.5M Annually

Tri Scapes has partnered with Johns Creek for many construction projects and grounds maintenance jobs. Tri Scapes has supported the growth of Johns Creek by providing repairs and enhancements to the landscape, roadways and common areas. Tri Scapes has provided emergency assistance to Johns Creek during snow storms and wind storms. Tri Scapes not only manages the areas around the city facilities, but also multiple parks, greenways and trails. Tri Scapes has provided staffing support for and assistance for the many events hosted by the city.

Tri Scapes has been awarded an additional \$1.5M contract to maintain all the parks and recreation facilities in the City of Johns Creek. As well as continuing construction and emergency support



Properties Maintained Since 2012

Jen Young, Parks Manager

Phone: 678-242-2500

Email: jen.young@miltonga.gov

Address: 2006 Heritage Walk, Milton, Georgia 30004

Contract Value: \$625K Annually

Tri Scapes maintains the 200-acre sports package that includes seventeen locations throughout the City of Milton. This contract is for routine maintenance operations for each park, equestrian center maintenance, and turf care for all sports fields and common areas. Additionally, we provide enhancement services, which enable the city to utilize one contractor for all their needs.

Additional examples of Similiar Experience and References are available upon request.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror Tri Scapes, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

No Contributions have been made.

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

<hr/>	<hr/>
<hr/>	<hr/>



**RFP# 26-PR03
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (26-PR03), Parks Maintenance Services.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date 07/30/2026

Print/Type Name Quinn Martin, CEO

Print/Type Company Name Here Tri Scapes, LLC



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor 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 on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689

E-Verify Number

06/02/2008

Date of Authorization

Tri Scapes, LLC

Name of Contractor

Parks Maintenance Services

Name of Project

City of Milton, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

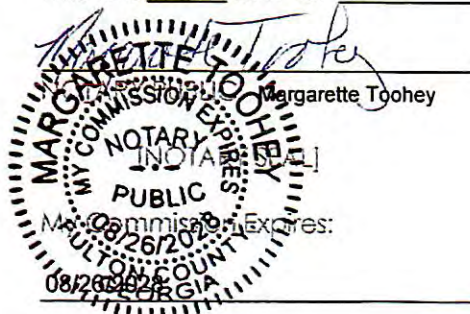
Executed on July, 30, 2026
in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Quinn Martin, CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 30th DAY OF July, 2026.





**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 26-PR03**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: Tri Scapes LLC

Quinn Martin

CONTACT PERSON: _____

1595 Peachtree Parkway Ste 204-396

ADDRESS: _____

Cumming

GA

30041

CITY: _____ STATE: _____ ZIP: _____

770-752-4698

PHONE: _____ FAX: _____

roni@triscapes.com

EMAIL ADDRESS: _____

07/30/2026

Signature

Date

ADDENDUM #1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2026

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

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

PRODUCER
PointeNorth (Atlanta)
PO Box 2976
Gainesville GA 30503

CONTACT
NAME: Debbie Daniel
PHONE
(A/C, No, Ext): 770-535-6100 FAX
(A/C, No): 770-297-4883
E-MAIL
ADDRESS: debbie.daniel@legacyrisksolutions.com

INSURED
Tri Scapes, LLC
1595 Peachtree Pkwy
Suite 204-396
Cumming GA 30041-9584

TRISCAP-03

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Grange Insurance Company

14060

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 2138643842

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ L Ded: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y Y	CPP 2904485	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y Y	CA 2904484	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phys Damage Ded \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		CUP 2904491	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		793012294	12/1/2025	12/1/2026	Per Occ/Aggregate \$5,000,000
A	Professional Liability		793012294	12/1/2025	12/1/2026	Per Occurrence \$2,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER

The City of Milton
2006 Heritage Walk
Milton GA 30004
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 5: COST PROPOSAL

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

RFP 26-PR03: Cost Proposal ~ Page 1 of 3

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal. There is no maximum page limit to Section 5.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, 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 proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price below:

*** The Base Annual Price shall include all costs necessary to fully perform the Scope of Work, including all required labor and labor burden, vehicles, equipment, fuel, equipment maintenance and repair, tools, chemicals, fertilizer, pre-emergent treatments, and other routine operating expenses. Supplemental staffing, supplemental equipment, and approved pass-through materials shall not be included in the Base Annual Price.**

Print Total Price for Annual Base Cost: \$ \$777,737.46

(DO NOT include Supplemental Pricing)

Print Total Price for Annual Base Cost in Words: _____

Seven hundred seventy-seven thousand three hundred seventy-seven and 46/100 dollars

(DO NOT include Supplemental Pricing)

Annual Escalator if applicable: CPI Services
Escalator %

Print/Type Company Name and Address:

Tri Scapes, LLC

Authorized Signature Roni Johnston Date 08/14/2026

Print/Type Name and Title Roni Johnston, Vice President

RFP 26-PR03: Cost Proposal ~ Page 2 of 3**Supplemental Costs: (Items not included in annual cost)**

Crew costs should also include all labor, vehicles, and equipment necessary to provide standard services outlined in this scope.

Manpower rates should be burdened rates that include all non-direct costs including taxes, benefits, back-office support, project management, communication, transportation, training, equipment, etc...

Equipment	Cost Per Hour	Cost Per Day (Year 1)
Dump Truck	\$150.00	\$1,200.00
Water Truck	\$175.00	\$1,400.00
Additional Skid Steer	\$135.00	\$1,050.00
Mini- Excavator	\$125.00	\$850.00
Front-End Loader	\$195.00	\$1,550.00
Forestry Mulcher	\$295.00	\$2,350.00
Wood Chipper	\$165.00	\$750.00
Roller/Asphalt Roller	\$145.00	\$1,150.00
Top Dresser	\$135.00	\$1,050.00
Plate Compactor	\$75.00	\$250.00
Stump Grinder	\$195.00	\$1,550.00

RFP 26-PR03: Cost Proposal ~ Page 3 of 3

Materials	Cost	Unit (Year 1)
Colored Hardwood Mulch (Material Only)	\$44.00	CY
EWf Playground Mulch (Material Only)	\$31.00	Cubic Yard
Long Leaf Pine Straw (Material Only)	\$6.00	Bale
Crushed shale aggregate for trails (Material Only)	\$60.00	TN
Baseball Field Infield Mix	\$1,107.00	18 Ton Load

Supplemental/Additional Labor	Cost Per Hour	Cost Annually (Year 1)
Foreman	\$48.00	\$98,840.00
Active Park Crew Lead	\$40.00	\$83,200.00
Passive Park Crew Lead	\$40.00	\$83,200.00
Active Park Technician	\$36.00	\$74,880.00
Passive Park Technician	\$36.00	\$74,880.00
Emergency After Hours Services (One person and a truck)	\$150.00	
Emergency After Hours Services (Two people and a truck)	\$215.00	
Event and Tournament Coverage	\$42.00 (per hour per person)	

Exhibit "B"

Please note the original **annual base price** has been superseded by the negotiated **annual base price** on the following page. **Supplemental pricing and annual escalator remain the same as in original price list above.**


SECTION 5: COST PROPOSAL FINAL NEGOTIATED ANNUAL BASE COST - YEAR 1
MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE
RFP 26-PR03: Cost Proposal ~ Page 1 of 4

Costs should include all labor, including weekend coverage, materials, and equipment necessary to provide the item listed.

***ANNUAL BASE COST:**

Labor	# of Staff Required	Cost Annually (Year 1)
Working Foreman	1	\$127,346.54
Active Park Crew Lead	1	\$94,033.32
Passive Park Crew Lead	1	\$94,033.32
Active Park Technician	2	\$155,582.26
Passive Park Technician	1	\$89,274.22
Floater/General Parks Technician	1	\$89,274.22
Weekend General Parks Technician(s)	(*see explanation in Scope of Work)	\$41,456.12
		\$691,000.00

(Supplemental Costs on the Following Page)

EXHIBIT "C"

See Exhibits "A" and "B"

EXHIBIT "D"

STATE OF Georgia
COUNTY OF Forsyth

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor 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 on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689

Federal Work Authorization User
Identification Number

06/02/2008

Date of Authorization

Tri Scapes, LLC

Name of Contractor

Parks Maintenance Services

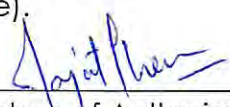
Name of Project

City of Milton, Georgia

Name of Public Employer

I hereby declare under penalty of perjury
that the foregoing is true and correct.

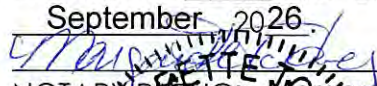
Executed on September 24, 2026
in Alpharetta (city), GA
(state).


Signature of Authorized Officer or Agent

Rajat Sharma, CFO

Printed Name and Title of Authorized
Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24th DAY OF
September, 2026.


NOTARY PUBLIC: Margarette Toohey

My Commission Expires:

08/26/2028



EXHIBIT "E"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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 Tri Scapes, LLC on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Parks Maintenance Services
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that
the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,
20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "F"

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

[illegible]

Certificate Of Completion

Envelope Id: 86578C98-3C14-80A5-8311-52C11BA93DCD

Status: Completed

Subject: Complete with Docusign: Parks Mntc Contract (JDclean)-merged_TSsigned.pdf

Source Envelope:

Document Pages: 82

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Honor Motes

AutoNav: Enabled

2006 Heritage Walk

Envelopeld Stamping: Disabled

Milton, GA 30004

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

honor.motes@miltonga.gov

IP Address: 50.146.8.2

Record Tracking

Status: Original

Holder: Honor Motes

Location: DocuSign

9/28/2026 2:10:34 PM

honor.motes@miltonga.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Jennifer McCall

jmccall@jarrard-davis.com

Security Level: Email, Account Authentication
(None)

Signed by:

8433E81F7AF148A...

Sent: 9/28/2026 2:11:34 PM

Viewed: 9/28/2026 2:12:04 PM

Signed: 9/28/2026 2:15:00 PM

Signature Adoption: Pre-selected Style

Using IP Address: 99.96.200.2

Electronic Record and Signature Disclosure:

Accepted: 9/28/2026 2:12:04 PM

ID: d219f1a6-204c-474d-9b2a-c69bb1b65678

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/28/2026 2:11:34 PM

Certified Delivered

Security Checked

9/28/2026 2:12:04 PM

Signing Complete

Security Checked

9/28/2026 2:15:00 PM

Completed

Security Checked

9/28/2026 2:15:00 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Milton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Milton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sudie.gordon@cityofmiltonga.us

To advise City of Milton of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sudie.gordon@cityofmiltonga.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Milton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sudie.gordon@cityofmiltonga.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Milton

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sudie.gordon@cityofmiltonga.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Milton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Milton during the course of your relationship with City of Milton.