



AGENDA REPORT

MEETING DATE:	April 13, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	
AGENDA ITEM TITLE:	Approval of a Public Works Maintenance & Operations Services Agreement with Tri Scapes, LLC for Right-of-Way Maintenance, Including Routine Maintenance and Emergency Response Services for the Public Works Department.	
STATEMENT OF PURPOSE:	To ensure the continued maintenance, safety, and overall appearance of the City's roadways and right-of-way areas following the expiration of the previous contract. Through a competitively rebid process, this multi-year services agreement with Tri Scapes, LLC will provide comprehensive right-of-way maintenance services for the Public Works Department.	
FINANCIAL IMPACT:	This is a budgeted annual maintenance expense. Requisition Total: \$2,538,592.00 (Total) and \$218,500.00 (6 months of FY26) \$437,000.00 (Year 1 – FY27) \$450,110.00 (Year 2 – FY28) \$463,613.30 (Year 3 – FY29) \$477,521.35 (Year 4 – FY30) \$491,847.35 (Year 5 – FY31)	
RECOMMENDED ACTION:	Approval of a multi-year services agreement with Tri Scapes, LLC for right-of-way maintenance services for the Public Works Department.	
ALTERNATIVES:	Custom	
	The City Council may approve the agreement as recommended, reject it and direct staff to rebid or seek alternative providers.	

Signed by:

 Kathy Stalla
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BACKGROUND:

The City's right-of-way maintenance services were rebid due to the expiration of the current contract term. This item requests approval of a multi-year services agreement with Tri Scapes, LLC to provide right-of-way maintenance services for the Public Works Department. Services under this agreement include routine maintenance activities and general upkeep of City roadways and right-of-way areas, as well as on-call and emergency response services following storms or other events that require roadway clearance. The agreement will allow the City to maintain a safe and well-kept transportation system while providing flexibility to respond quickly to emergency situations.

ANALYSIS:

The proposed agreement with Tri Scapes, LLC ensures continuity of right-of-way maintenance services following the expiration of the current contract. Outsourcing these services provides operational



efficiency, access to specialized equipment and personnel, and the flexibility to respond quickly to routine and emergency needs, including storm-related roadway clearance. A multi-year agreement supports cost predictability and service consistency, while reducing administrative burden associated with frequent procurements.

STAFF RECOMMENDATION:

Approval of a multi-year services agreement with Tri Scapes, LLC for right-of-way maintenance Services for the Public Works Department.

REVIEWS & APPROVALS:

Financial Review: Stacey Inglis, Deputy City Manager – April 6, 2026

Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – February 26, 2026

Concurrent Review: Steven Krokoff, City Manager -

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Stacey Inglis
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Steven Krokoff
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ATTACHMENTS:

Public Works Maintenance & Operations Services Agreement



**STANDARD CONTRACT
PUBLIC WORKS MAINTENANCE & OPERATIONS SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 202__ (the "Effective Date"), 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 (hereinafter referred to as the "City"), and Tri Scapes, LLC, a Georgia limited liability company, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide Public Works maintenance and operations services; 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"** –Pricing Schedules
- Exhibit "D"** – Contractor Affidavit
- Exhibit "E"** – Subcontractor Affidavit
- Exhibit "F"** – Key Personnel

Exhibit "G.1" – Performance Bond
Exhibit "G.2" – Payment Bond
Exhibit "H" – Non-Collusion Affidavit

B. Project Description. Contractor is to provide Public Works Maintenance & Operations Services which include right of way and general maintenance services ("Basic Work") described in the Scope of Work attached as **Exhibit "A,"** as well as any additional work requested by the City that is generally associated within the Scope of Work but may not be specifically listed 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.

The City currently maintains a Public Works yard adjacent to the Birmingham Park, behind Fire Station #43, located at 750 Hickory Flat Road in Milton. The area is not secured but may be utilized by the Contractor for storage of equipment and materials that are necessary for this contract. Any additional equipment or material that is not part of this contract must be approved in advance, in writing, by authorized City staff. The City is not responsible for the safety and security of any equipment or material stored at this location. The Contractor's use of the Public Works yard is solely to support the performance of the right-of-way (ROW) maintenance services under this contract. The Contractor may perform limited upkeep and operational support tasks within the areas it utilizes, provided such tasks are directly related and reasonably necessary to support active ROW maintenance operations (including, but not limited to, equipment staging, material handling, and operational readiness). Routine and minor tasks shall be considered incidental to the Scope of work. From time to time, the City may authorize slightly larger maintenance or operational support efforts at this location that are relevant to and in direct support of the ROW maintenance services. Such efforts shall only be performed as supplemental task orders within prior written approval from the City. This provision shall not be construed as assigning responsibility for general facility maintenance, capital repairs, or security of the Public Works yard or adjacent City facilities to the Contractor.

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 ("Term") will be from the Effective Date of April 1, 2026 until September 30, 2031. On October 1, 2026, and on October 1 of each following years, this Agreement shall automatically renew for a twelve (12) month Term, at the prices applicable to that year specified in **Exhibit "C"**, unless either Party provides written notice

of nonrenewal at least thirty (30) days prior to the expiration of the then-current Term. This Agreement shall automatically renew no more than five (5) times and shall not renew if affirmatively terminated by either Party pursuant to Section VII of this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

Upon mutual written agreement of both Parties, which agreement shall specify at a minimum the applicable pricing for each year, this Agreement may be further extended to automatically renew on an annual basis for two (2) additional years, terminating completely without renewal on September 30, 2033.

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 via the Milton Public Works' work order management system 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 right of way-related 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 in a given Term shall be the lump sum Basic Work price for the Term as specified in **Exhibit "C"**, plus the sum of any excess labor and equipment hours (at the per-unit prices set forth in **Exhibit "C"**) required to complete Emergency Work that are separately compensable as specified in Subsection F ("Emergency Services") of 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.

B. Maximum Payment Amount. The maximum amount that will be paid to Contractor for Work performed and reimbursement for costs incurred during the five-year Term for providing Right of Way & General Maintenance services shall be TWO MILLION, THREE HUNDRED TWENTY THOUSAND, NINETY-TWO AND 35/100 DOLLARS (\$2,320,092.35), which does not include an annual allowance of \$150,000.00 that may be used for supplemental work orders. Yearly prices for the general right of way maintenance services are detailed in Exhibit "C". Pricing for the initial partial term of April 1, 2026 through September 30, 2026 will be based on Year 1 pricing which will continue through September 30, 2027 based on autorenewal of the first full year term on October 1, 2026. In order to increase this amount, the Parties must execute a written amendment to this Agreement.

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.

C. Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer loss, inconvenience and additional administrative burden if the Work is not completed timely and properly. The

City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed as required. If the City reasonably determines that the Contractor's performance deficiencies have not been solved by the end of any month while on Probation status, the City shall so inform the Contractor at the next monthly meeting. As liquidated damages for nonperformance (but not as a penalty), the City shall be entitled to 10% of the Project's invoiced bill for the month in question. If, at the end of the Term, the Contractor has spent fewer than three months of the Term on Probation status and is not then on Probation status, the City shall refund any liquidated damages amounts withheld to the Contractor. This liquidated damages provision shall not take the place of any of City's other contractual rights, including the right to terminate this Agreement for cause. (Notwithstanding any references to Section 108.08 of the State of Georgia Department of Transportation Standard Specifications in Exhibit A, that provision will not govern liquidated damages; instead the damages will be as provided above.)

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. Lindy Blount 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. Bonds. The Contractor shall provide Performance and Payment bonds on the forms attached hereto as "**Exhibits G.1 and G.2**" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Bonds shall be maintained in the amount of the base price for Right of Way and General Maintenance for the then-applicable year (as shown on "**Exhibit C**"), and shall be renewed annually. If the value of the Contractor's ongoing Work relating to construction services in a given Term exceeds the bonded amount then in force, the bonded amount shall be increased accordingly to meet 100% of the value of the Work relating to construction in that Term. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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 H.**"

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. [DESIGNATE/MARK APPROPRIATE CATEGORY]

- 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 if 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 Representative. Matthew Fallstrom, Public Works Manager shall be authorized to act on City's behalf with respect to the Work as City's designated representative 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: Roni Johnston, Vice President
1200 Bluegrass Lakes Pkwy
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: Quinn Martin

Title: CEO

Member/Manager (circle one)

[CORPORATE SEAL]
(required if corporation)



Attest/Witness:

Signature: Roni Johnston

Print Name: Roni Johnston

Title: Vice President / Asst. Corporate Secretary
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

Signed by:

Jennifer McCall

4/2/2026

8433EE01E7AF148A
City Attorney

EXHIBIT "A"



CITY OF MILTON INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: ITB 26-PW01	Project Name Right of Way Maintenance Services
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Due Date and Time: December 11, 2025, by 2:00 p.m. EST <i>*Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.</i>	Number of Pages: 109
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ISSUING DEPARTMENT INFORMATION

Issue Date: November 20, 2025	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov

INSTRUCTIONS TO BIDDERS

Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov 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 Face of Envelope/Package: Bid Number: ITB 26-PW01 Name of Company or Firm
	Special Instructions: Deadline for Written Questions December 2, 2025 by 5:00 p.m. Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps

BIDDERS MUST COMPLETE THE FOLLOWING

Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D. Number:	Bidder E-mail Address:

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

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DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Linear Feet

LM: Linear Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

FOB: Free on Board



Invitation to Bid ITB 26-PW01

The City of Milton is accepting sealed bids from qualified firms for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on December 11, 2025**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.miltonga.gov/finance/bids-rfps.

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. **Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Bids received after the above time **will not** be accepted.

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is December 2, 2025, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or *about December 4, 2025*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (ITB 26-PW01) and bid name (Right of Way Maintenance Services) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	<u>November 20, 2025</u>
Deadline for Receipt of Written Questions	5:00 PM on <u>December 2, 2025</u>
Posting of Written Answers by City to Websites on or about	<u>December 4, 2025</u>
ITB DUE	No Later than 2:00 P.M. on December 11, 2025
Tentative Contract Award (on/about)	<u>January 2026</u>
Notice to Proceed (on/about)	<i>To be coordinated with the Contractor</i>

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.milonga.gov>) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	11-12
3	Bid Bond (3 pages)	13-15
4	Qualifications Signature and Certification	16
5	List of Subcontractors	17
6	Contractor Affidavit and Agreement (eVerify)	18
7	Disclosure Form	19
8	Bid Submittal Form (2 pages)	35-36

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a lump sum "purchasing contract" with one firm to be the primary supplier of Right of Way Maintenance Services, ITB 26-PW01.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as "no substitute" or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer's number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time, without cause, with 30 days' written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

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

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The 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 the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or

death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for 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 accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) 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) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.

- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) 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.
- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number ITB 26-PW01
Right of Way Maintenance Services**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction, and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$) (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20_____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____



**[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title:

By: _____
Signature and Title:
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Attest: _____
Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
- 3.2 All Bids are rejected by the City; or
- 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. 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 this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

(Signature) (Seal)



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: _____



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

**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:

eVerify Number

Date of Authorization

Name of Contractor

Right of Way 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:



DISCLOSURE FORM

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

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

Name of Bidder _____

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.)

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
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

PROJECT SPECIFICATIONS

SPECIAL PROVISIONS

All work associated with this contract shall meet the Georgia DOT standard specifications for construction materials, methods and procedure not specifically listed in this solicitation.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

SCOPE OF WORK:

The City of Milton is located in the northern portion of Fulton County and has a current population of approximately 39,020 with a total land area of 39 square miles. The City provides routine municipal Public Works services through a public-private partnership model and is looking for qualified vendors to provide annual operational services for the following:

1. Right of Way and General Maintenance services
 - a. Roadway Maintenance
 - b. Storm Drain, Ditch Maintenance and Other Right-of-Way Drainage Issues
 - c. Signage and Pavement Marking
 - d. Trail Maintenance and Repair
 - e. Emergency Services

All Bidders must comply with all general and special requirements of this document and instructions enclosed herein.

Work under this contract will commence on or about April 1, 2026.

EXPERIENCE AND CAPABILITY: ~ Must be included in bid response.

1. All interested bidders must demonstrate sufficient experience in the management of a public works operation to include:
 - a. Roadway maintenance operations
 - b. Asphalt and concrete
 - c. Traffic control and work zones within right-of-way
 - d. Knowledge of the Manual for Uniform Traffic Control (MUTCD)
 - e. Soil erosion and sedimentation control best management practices
 - f. Occupational safety standards and policies

2. List of similar projects performed in the last five (5) years with a brief narrative of each project, client, services provided by company, value of services, client's point of contact (email address and phone number). Include a statement as to why it is considered a similar project.
3. List of heavy equipment and trucks available and assigned to this scope. The list must include the make, model and year of the equipment and whether the equipment is owned or leased.

GENERAL CONDITIONS:

1. The City currently maintains a Public Works yard adjacent to the Birmingham Park behind Fire Station #43 located at 750 Hickory Flat Road in Milton, Georgia. The area is not secured but may be utilized by the Contractor for the storage of equipment and materials that are necessary for this contract. Any additional equipment or material not a part of this contract must be approved in advance by authorized city staff. The City is not responsible for the safety and security of any equipment or material stored at this location.
2. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project.
3. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
4. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City and in compliance with all Federal, State, City of Milton regulations and OSHA rules and regulations.
5. Contractor's personnel shall possess valid driver's license at all times during the term of this contract. Immediately upon request, Contractor and employees assigned to this contract must present valid driver's licenses to City personnel.
6. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

7. The Contractor will provide all field employees with identifiable uniforms and appropriate safety equipment while performing services outlined. All workers in the public right of way shall wear personal protection equipment to include safety vests. Safety vests must meet ANSI 107-1999 (Class 2) standard and shall be worn at all times during the performance of this contract.
8. In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word "days" means business days (excluding City holidays), and when referring to a period of time of more than ten (10) days means calendar days.
9. Contractor shall have a complete and thorough knowledge of the Manual for Uniform Traffic Control Devices (MUTCD). All traffic control shall be in accordance with the MUTCD. Employee safety and the establishment of work zones is the responsibility of the Contractor.
10. Attached and part of this bid is a cumulative total of the volume of work order activities within the scope of this contract from February 2020 to June 2025. The volume of work activities will vary and are to only be considered an estimate.
11. All work performed under the scope of this contract shall be on City owned property, City owned right-of-way, State of Georgia right-of-way, or property protected by easements exclusively identified for the work intended.
12. Contractor shall provide a 30-cubic yard dumpster to be maintained at the Public Works yard. The City shall pay fees associated with dumping only. To be reimbursed by the City, the Contractor shall include landfill tickets to verify disposal.
13. Contractor is responsible for utility locates prior to digging in accordance with the Georgia Dig Law.
14. The City will monitor the Contractor's performance throughout the term of this contract for quality assurance and quality control. Contractor is expected to meet the Priority Schedules noted on the work orders. Each month the total number of completed work orders will be reviewed to evaluate Contractor's performance. Variances that exceed from the Priority Schedule will be documented as a violation of the terms of this contract.
15. The Contractor shall provide a communication link to include (Voice, Text, and Email) for all its employees assigned to this contract and to provide communication between the Project Manager and the City Representative. This contact information will be provided to the City Representative.
16. Contractor shall incorporate and adopt the City's work order system. The Contractor shall provide devices that use either Android or Apple iOS operating system with internet access in the field. The City will provide the Contractor with a link to download and install the OpenGov work order and asset management system. The Contractor shall utilize the app for day-to-day activities assigned by the City. Work orders shall be closed as soon as practical to avoid disruption in payment. Activities shall include, but may not be limited to, the following:

- a. Create work request
- b. View all assigned work orders
- c. Complete work orders in the field
- d. Document into each work order the total man-hours to complete the work order
- e. Take before and after photos, and upload into work order system
- f. Record inspection results
- g. View work history
- h. Collect asset information at the City's request

17. The Contractor shall provide sufficient experienced personnel to perform tasks as described in the following Sections, five (5) days per week and sufficient personnel during emergency services operations, as defined herein. It is anticipated that the Contractor should provide staffing at a minimum of four (4) full time equivalents with the ability to work at multiple locations simultaneously to perform the requirements outlined. In addition, Contractor must provide a Project Manager as described below. Normal work hours are defined as Mon-Fri, 8am-5pm, unless otherwise specified in a written agreement. Travel to and from the City will not be considered as normal work hours or as a separate pay item. All services shall be performed in accordance with the following Priority Schedule and noted on each work order:

- a. Priority 1: Emergency - 100% of requests will be responded to immediately, if possible, but not to exceed two (2) hours. Once begun, work will continue either until complete, the emergency is terminated, or the priority is downgraded.
- b. Priority 2: Requests to be completed within 24 hrs.
- c. Priority 3: Request to be completed within three (3) business days.
- d. Priority 4: Request will be completed within twenty (20) calendar days. Number of days required for completion will be posted on the work order.
- e. Priority 5: Will be scheduled by the City to maximize materials and efficiency.

18. Contractor shall appoint a Project Manager to attend weekly staff meetings. The Project Manager will be held responsible for quality control of the Contractor's workforce. The City will run random Q/C checks on work order completion quality. Any work order that has not been completed or deemed unacceptable to the City shall be rejected by the City and shall not be closed until completed to the satisfaction of the City.

19. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry, or if their actions and demeanor or have failed to display the character and professionalism required by the City.

20. The City reserves the right to run background checks on any employees assigned to this project in the completion of the scope.

21. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

22. The Project Manager shall provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
23. In the event the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
24. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

SUPPLEMENTAL SERVICES:

New and unforeseen work, generally associated with the scope of services outlined in this document but not specifically, will be classified as extra work when determined by the City that such work is not considered part of the routine maintenance as specified in this scope. Supplemental Services shall not cause or direct any resources so as to impact on the delivery and work order Priority Schedule for routine work as outlined further. Unit pricing for various supplemental work is included in this contract and shown on the Compensation Schedule herein. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal and schedule for such work to the City. Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin work within ten (10) business days or as agreed to between the Contractor and the City.

RIGHT OF WAY AND GENERAL MAINTENANCE

A. General Conditions:

- a. The Right of Way Maintenance Program will consist of, but may not be limited to, the following activities: general right-of-way (ROW) maintenance, signs maintenance and installation (regulatory, warning and guide type signs), installation of preform type hot tape pavement markings, storm drain and ditch maintenance/debris removal, and pothole repair. Activities are further described within this scope.
- b. The Right of Way Maintenance Crew(s) will serve as the primary crew(s) for the day-to-day operations of the Public Works Department. In addition to the items outlined in this scope, the Contractor shall provide labor for general maintenance issues as may be directed by the City. It is the intent of the City that these services will be performed by the staff that is currently assigned to the City at that time. Materials and equipment that are not specifically required as part of this scope may be acquired separately by the City.

- c. There are State owned rights-of-way within the City. From time to time the Contractor will be asked by the City (not the State) to perform limited activities such as debris removal, removal of dead animals, trim vegetation, sidewalk maintenance and repair, etc.
- d. All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state and federal regulations. Debris returned to the Public Works yard area for disposal shall be transferred immediately to the dumpster. Vegetative debris may be stockpiled adjacent to the dumpster at a location approved by the City. If any question arises about disposal, it will be the Contractor's responsibility to contact the City for instructions. Scattering or wasting debris along the right of way or edge of wood lines will not be permitted without prior approval. To be reimbursed by the City, the Contractor shall include landfill tickets to verify disposal.
- e. The Contractor shall maintain adequate traffic control in conformance with current GDOT and MUTCD standards while performing all maintenance tasks that require work in the right of way. All employees responsible for the implementation of work zones shall be Work Zone Certified. The Contractor shall provide all personal protection equipment for all employees. Contractor will be required to place temporary signage to alert motorists of work in progress and stay within work zones. Contractor shall not close a road to through traffic at any time during the term of the contract unless authorized by city staff.
- f. Levels of staff experience (must be obtained and provided to the City within six (6) months of the Notice to Proceed):
 - i. One staff member shall be IMSA Work Zone certified or equivalent,
 - ii. One staff member shall be IMSA Level I Signs, and Markings certified or equivalent,
 - iii. All Staff must be a certified flagger through the National Safety Council or equivalent.

B. Roadway Maintenance:

The City currently maintains approximately 174 miles of centerline miles of roadway that includes 13.15 miles of gravel roads in accordance with the following requirements:

- a. Vegetation trimming: Work orders may include the trimming of trees and vegetation that are up to 20 feet in height and 6-inches in caliper for safety and sight distance requirements. This work may be on the front of a slope or the backside of a slope or at grade along the shoulder. This work may require the use of a man lift bucket truck or a mower attachment to a piece of equipment. Where a bucket truck or equipment is

requested for these services, the Contractor shall provide the equipment with a qualified operator and disposal of material at the unit cost in the bid schedule. The bucket truck or equipment must be available upon request within three (3) business days unless noted otherwise. In some cases, trimming work may require immediate attention and be assigned Priority 1 or Priority 2. Contractor must respond accordingly.

- b. Tree trimming: Contractor must possess the ability to trim foliage around street lighting, traffic signals or other tall structures within the right-of-way. This work may require the use of a man lift bucket truck. Where a bucket truck is re-quested for these services, the Contractor shall provide the equipment with a qualified operator and disposal of material at the unit cost in the bid schedule. The bucket truck must be available upon request within three (3) business days.
- c. Tree Removal: Contractor shall have the manpower and equipment necessary to remove downed trees in the following manner:
 - i. Up to a 24" dbh tree that has fallen in the right of way. Contractor shall remove and dispose of the entire tree,
 - ii. Up to a 42" dbh tree the Contractor shall have the ability to remove the tree and debris from the travel lane in a sufficient manner to reopen a road. Contractor may utilize a specialty tree removal contractor to dispose of the tree with the additional fee being paid by the City as a pass-through cost,
 - iii. Trees over 42" dbh may be handled by a specialty tree removal service hired by the Contractor. Contractor shall make every effort to remove limbs and debris from the right of way but may utilize a specialty tree removal contractor to assist in the removal and to dispose of the tree with the additional fee being paid by the City as a pass-through cost.
- d. Gravel Roads: The City hires part-time staff to re-shape and re-grade gravel roads on a routine quarterly schedule. On occasion and typically following heavy rains, gravel roads will need repair work to fill washouts, apply stone to the road and clean out and reestablish roadside ditches in some cases placing larger stone to armor the ditch and or build check dams. When this type of work is needed in between the routine regular schedule, a work order will be issued for the Contractor to schedule and repair. Materials will be supplied by the City.
- e. Pothole Repair: The City provides the asphalt cold patch for these repairs. The Contractor shall follow industry standards for repairing potholes. In some case the Contractor will be required to saw cut and squared off the pothole to make these repairs.

- f. Spot patch edge of pavement failures, using current industry standards. Some may require saw cutting and squaring and/or boxing out shoulder where failure started. Edge repairs should not hold water when repair has been completed. Materials for repairs will be provided by the City.
- g. Repair Sidewalk/Curb and Gutter in accordance with the following: Contractor shall possess the ability to repair sidewalk segments, including brick pavers, curb and gutter, catch basin lids, etc. as directed by the City. Brick Paver repair will consist of leveling to remove trip hazards and low spots. Contractor shall be prepared to demo, haul off and replace subbase when necessary. City may purchase the materials through the Contractor or may purchase them separately. City retains the right to request supplemental pricing for sidewalk/curb and gutter repairs from other contractors. This work will consist of sidewalk panel removal for repairs that are a safety issue for pedestrians. This work is not installing long runs of new sidewalk and major sidewalk section repairs.
- h. Removal and proper disposal of animal carcasses, trash and debris from the right-of-way.

C. Storm Drain, Ditch Maintenance and other Right of Way Drainage Issues:

In accordance with the City's NPDES stormwater permit, the Contractor shall have responsibility for the following:

- a. Provide the equipment and labor for storm drain and ditch systems maintenance. Maintain line washing of drainage piping and culverts, vacuuming of curb inlets, catch basins and ditch lines as well as drop inlets for the storm drain system. Typically, this work is accomplished with a jet/vac truck. Where a vac truck is requested for these services, the Contractor shall provide the equipment with a qualified operator and disposal of material at the unit cost in the bid schedule. The vac truck must be available upon request within three (3) business days.
- b. Storm drain repair work shall be included in this scope of work with excavations in/or around storm drain structures or under pavement. Contractor shall be prepared to cut pavement, demo, haul off and replace sub-base when necessary. Work may require removal and replace of storm drainpipe, grout from inside and outside of structure, hand excavation around the structure, placement of flowable till, compaction and grassing (sod). It is anticipated that this work will be performed with equipment that is specifically required as part of this scope. City may purchase the materials through the Contractor or may purchase them separately. City retains the right to request supplemental pricing for storm drain repairs from other contractors. Ability to haul and place #3 & #4 stone, type II or III rip rap, or other aggregates as needed. Contractor shall possess, as part of the designated team, the ability to re-pair, demolition and replacement of catch basin top (including both single wing and double wing type catch basins). Contractor shall have the ability to custom make tops based on dimensions on-site. City may purchase the materials through the Contractor or may purchase them separately. City retains the right to request supplemental pricing for

storm drain re-pairs from other contractors. Backfilling of all excavation work will require proper compaction in lifts per Georgia Department of Transportation specifications. Verify with the City all right of way and easement parameters to ensure that work is not performed on private property.

D. Signage and Pavement Marking:

1. General

The City of Milton sign maintenance program will consist of, but may not be limited to, the following:

- i. Sign Installation
- ii. Sign Cleaning
- iii. Sign Removal
- iv. Sign Replacement
- v. Trimming foliage around signs

Contractor shall provide a vehicle, designed to hold signs in a protected position, while providing adequate storage area for other equipment and debris without harm to the signs. Replacement cost will be covered in full by the Contractor for any sign damaged due to poor transportation to the job site.

Before removal or placement of a signpost, Contractor will obtain all utility locates as required by and in accordance with Georgia Dig Law.

The Contractor will be capable of trimming foliage away from all signs and trimmings shall be properly disposed of in accordance with local, state and federal regulations. Discarding in the right of way is not acceptable.

2. Materials

Contractor shall provide tools and other equipment necessary to install signs to post and post to sleeve. City shall provide all signs, posts and sleeves.

3. Pavement Marking

Contractor shall have the ability to layout and install preformed hot tape pavement markings, i.e. stop bars, text and short line repairs, etc. City will provide the equipment and material for this task. Contractor shall provide standard propane tanks for the equipment.

E. Emergency Services:

Contractor is expected to participate in the City of Milton's emergency response program and will be considered Priority 1 and be responded to immediately. Once begun, work will continue either until complete, the emergency is terminated, or the priority is downgraded. In the event of an emergency (such as snow, ice, or extreme weather), the Contractor will deploy a standard four-person crew along with a Project Manager to provide twelve (12) consecutive hours of emergency response, beginning at the onset of

the event. If the emergency occurs on a weekday, only the hours worked beyond the Contractor's standard 8-hour workday will count toward the 12-hour emergency response allowance. If the emergency is on a weekend or holiday, the full 12 hours are covered under this contract. The Contractor shall be able to add an additional 4-man team as requested at the billable rate. In cases where the emergency response event falls over multiple business days the billable hours for crews will only be allowed after they have fulfilled the 8-hour contracted daily work schedule. Any hours worked beyond the initial 12-hour response window will be invoiced as supplemental work, except for the hours that fall within the Contractor's normal weekday working hours. Below are the different emergency callout events.

- a. After hour call outs: Contractor shall provide on-call emergency support to the City with any mission critical repairs at all hours outside of normal work hours, 7 days per week, 365 days per year with a response time no greater than two (2) hours. These support services shall include but not limited to assistance with traffic control/detours, debris removal, tree removal, winter storm preparation/snow removal, general labor related issues etc. This work is not to be considered supplemental work and therefore not paid separately.
- b. Initial road clearing operations: The Contractor shall provide as a part of this contract immediate response to clear roadways from debris for no more than twelve (12) consecutive hours. Any work beyond 12 consecutive hours will be initiated by Task Order only based upon the hourly rates included in the Supplemental unit pricing in the bid schedule. The purpose of this work is to support City staff using general labor and equipment to open travel lanes to vehicular traffic from trees and other debris immediately following a storm event. Debris should be pushed to the opposite side of the road from overhead power lines away from utilities. Routes, if necessary, will be provided by the City. Contractor shall provide equipment to include transportation, use of chainsaws, and skid steer loader(s).
- c. Initial snow/ice removal: The Contractor shall provide as a part of this contract immediate response to remove ice/snow from the roadways. Work will include immediate manpower and equipment necessary to operate spreader(s) during winter operations and with $\frac{3}{4}$ ton four-wheel drive trucks with snowplows for no more than twelve (12) consecutive hours. Any work beyond 12 consecutive hours will be initiated by Task Order only based upon the hourly rates included in this proposal. Contractor shall provide any and all equipment as listed in this contract.
- d. Signage: All red series signs that are damaged shall be considered a Priority 2 and replaced within two (2) hours of notification.

G. Equipment

1. Tools: Contractor shall equip all vehicles and crews with the necessary safety equipment and basic tools to perform the work outlined in this Scope. The basic tools should, at a minimum but may not be limited to, the following:
 - a. Wrenches and sockets and other standard tools,
 - b. Shovels, rakes, brooms,
 - c. Hand tamp for pothole repair walk behind vibratory tamp or jumping jack tamp acceptable,
 - d. Hedge clippers / Hedge trimmers, weed eaters, tree loppers, chain saws, pole saws, and blowers.
 - g. Post removal equipment and installation equipment
 - h. Contractor grade concrete Level
 - i. Graffiti removal products
2. Contractor shall provide sufficient equipment and traffic control devices to manage their work zones to accomplish the tasks outlines in this section. Contractor shall also provide sufficient traffic control devices to manage a two-lane road closure for emergency operations. The City shall provide additional traffic control devices for special events and larger operations.
3. Equipment: In addition to the basic equipment necessary to fulfill the scope of this contract, at no additional cost unless otherwise noted below, the Contractor shall have available, the following equipment and operators for use during normal operating hours and emergency operations:
 - a. Full size rubber tire backhoe {Cat 416 or equivalent} with trailer. The backhoe shall have the ability to add an articulating knuckle, ditch bucket, and grapple.
 - b. Dump Truck type vehicle large enough to pull full size backhoe and haul a 6-cy salt/sand spreader loaded.
 - c. Mid-size skid steer with grapple attachment, forestry mulcher attachment, and standard bucket.
 - d. Mid-size mini excavator with rubber tracks with the following attachments grapple, flail mower, standard bucket
 - e. Concrete/ Asphalt Cut-off saw
 - f. ¾ ton four-wheel drive truck that can be equipped with a snowplow
4. If a piece of equipment or tool mentioned above is out of service but is needed to complete a pending work order within the schedule provided, then rental equipment is required at the Contractor's expense.

SPECIAL PROVISIONS

Normal workday for this project shall be 8:00 am to 5:00 pm and the normal workweek shall be Monday through Friday. Normal working hours for roadway activities are 9:00 am to 4:00 pm. If lane width allows for traffic control to be set up to allow both lanes of traffic to pass through the site, then hours can possibly be adjusted upon written request. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on City recognized holidays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

The Contractor shall provide all materials, labor, and equipment necessary to perform the work without delay unto completion.

UTILITIES

Contractor shall be responsible for coordinating any utility relocation necessary to the completion of the work. Contractor shall call in locates with GA811.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

The type of grass/sod to be used for permanent stabilization in this project will be required to match any kind of grass/sod which may be planted and growing on the adjacent lawn. I.E. Bermuda sod for Bermuda sod. No separate payment will be made for any cost incurred to comply with this requirement.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of

Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project, shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

This work will be done under a road closure with a detour placed by the Contractor. The Contractor will need to have a traffic control plan submitted before work starts. The traffic control plan shall show detour routes and signage needed to provide positive guidance to the motoring public through the detour route. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the latest MUTCD and GDOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements. The Contractor shall provide two (2) variable message boards to be placed at the direction of the City.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will not be paid for separately and shall be incidental to other pay items.

THERMOPLASTIC PAVEMENT MARKINGS AND RAISED PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings. These final pavement markings shall match the original pavement markings, including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He/she shall be responsible for any damage to the Owner's property or that of others on the job, by himself/herself, his/her personnel or his/her subcontractors, and shall make good such damages. He/she shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work. Contractor shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. He/she shall protect against damage or injury resulting from falling materials and he/she shall maintain all protective devices and signs throughout the progress of the work.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project sites. The Contractor shall comply with all OSHA regulations as they pertain to this project.

This project shall follow Georgia Department of Transportation Specifications. The most current GDOT Specifications and shelf Special Provisions apply to all work performed under this contract.

To bid on this contract, the Contractor must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list. No exceptions.

WORKORDER TABLE:

CITY OF MILTON PUBLIC WORKS				
WORK ORDER DATA FROM 2/2020 TO 5/2025				
ACTMTY	ROADWAY ISSUE	STORMWATER	SIGNAGE/TRAFFIC	EMERGENCY
pothole repair	1347			
dead animal	1203			
tree removal	117			
EOP-shoulder repair	213			
debris removal	497			
tree maintenance/trimming	205			
trash/debris removal	383			
sight distance issue	68			
Bridge deck cleaning	79			
cut vegetation in ROW	287			
gravel road spot repair	107			
sidewalk repair	42			
mailbox rut	49			
damaged curb and gutter	28			
stormwater debris removal		551		
clogged drainpipe/culvert		382		
catch basin broken lid		48		
catch basin-clean throat		312		
ditch maintenance		91		
erosion complaint		41		
repair pipe/culvert		17		
broken manhole cover		9		
install rip rap		27		
Re-install sign/post			172	
sign clean			306	
barricades needed				42
road closure				28



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 26-PW01 BID SCHEDULE ~ Page 1 of 2

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING		
ITEM DESCRIPTION	UNIT	UNIT PRICES
General Laborer (Emergency Services)	Hourly	
Project Manager (Emergency Services)	Hourly	
Jet Vac Truck with Operators	Hourly	
Bucket Truck with Operators	Hourly	
Self-Load Knuckle Boom Truck with Operators	Hourly	
Dump Truck with Operator (Emergency Services)	Hourly	
Skid Steer with Operator	Hourly	
Grade-All with Operator	Hourly	
Jet Trailer Minimum 4000PSI	Hourly	
Environmental Water Sampling with Lab Results	Each	
CCTV Pipe Truck	Hourly	
Motorgrader and Operator	Hourly	

ITEM	
Right of Way & General Maintenance	Total Price
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
5-Year Not to Exceed Total	



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

ITB 26-PW01 BID SCHEDULE ~ Page 2 of 2

Total of 5-Year Price: \$ _____
(Years 1 – 5)

Total of 5-Year Price in Words: _____
(Years 1 – 5)

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT/TYPE NAME/TITLE _____

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101

DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:
CITY COUNCIL OF CITY OF MILTON,
GEORGIA

Section 101.14 COMMISSIONER

Delete as written and substitute the following:
DIRECTOR OF PUBLIC WORKS, CITY OF
MILTON

Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:
The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.

Section 101.22 DEPARTMENT

Delete as written and substitute the following:
PUBLIC WORKS DEPARTMENT CITY OF
MILTON

Section 101.24

Delete as written and substitute the

ENGINEER

following:
DIRECTOR OF PUBLIC WORKS, CITY OF
MILTON, ACTING DIRECTLY OR THROUGH A
DULY AUTHORIZED REPRESENTATIVE OF
THE DIRECTOR

Section 101.47
STATE HIGHWAY ENGINEER

Delete as written and substitute
following:
DIRECTOR OF PUBLIC WORKS, CITY OF
MILTON, ACTING DIRECTLY OR THROUGH A
DULY AUTHORIZED REPRESENTATIVE OF
THE DIRECTOR

Section 101.74
SUPPLEMENTAL AGREEMENT

Retain as written and substitute the
following:
Any Supplemental Agreement that has a dollar value
amount that is less than \$25,000.00 shall not require
the assent of the Surety."

Section 101.84

Add: DIRECTOR OF PUBLIC WORKS
CITY OF MILTON

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS,
SPECIAL PROVISIONS,
AND SITE OF THE WORK

Add the following paragraph: SPECIFICATIONS,
"The City will not be responsible for
Bidders' errors or misjudgment, nor for any
information on local conditions or general laws and
regulations."

Section 102.07 REJECTION OF
PROPOSALS

Add the following subparagraphs
"I. The City reserves the right to reject any
and all bids, to waive technicalities, and to make an
award as deemed in its best interest. It is understood
that all bids are made subject to this Agreement, that
the City reserves the right to award the bid to the
lowest, responsible Bidder, and in arriving at this
decision, full consideration will be given to the
reputation of the Bidder, his financial responsibility,
and work of this type successfully completed.

"J. The City also reserves the right to reject any and
all bids from any person, firm, or corporation who is

in arrears in any debt or obligation to The City of Milton, Georgia.”

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence

“No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Milton, Georgia. Such Bid Bond shall be on the forms provided by the City.”

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:
Bids shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 2006 Heritage Walk Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103 - AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of Milton reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF BONDS following:

Delete in its entirety and substitute the CONTRACT

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below:

Performance Bond in the full amount of the contract.
Payment Bond in the full amount of the contract.
Maintenance bond in the amount of one-third (1/3) of the contract. “

Section 103.07 FAILURE TO CONTRACT following:

Delete in its entirety and substitute the EXECUTE

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the City of Milton, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest bidder, may be re-advertised, or may be constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraph:

“The Contractor shall inspect all easements and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Department.”

Section 107.21 CONTRACTORS
RESPONSIBILITY FOR UTILITY
PROPERTY AND SERVICE

Add the following sentence to
Paragraph A:
“The Contractor is responsible for the
location of above and below ground Utilities
and structures which may be affected by the Work.”

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the
Second Paragraph under ‘A. General’
As long as the gross value of completed work is less
than 50% of the total Contract amount, or if the
Contractor is not maintaining his construction
schedule to the satisfaction of the Engineer, the
Department shall retain 10% of the gross value of the
work that has been completed as indicated by the
current estimate certified by the Engineer for
payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the
Following:
“Final Payment: Upon completion by the Contractor
of the work, including the receipt of any final written
submission of the Contractor and the approval thereof
by the Department, the CITY will pay the Contractor
a sum equal to 100 percent (100%) of the
compensation set forth herein, less the total of all
previous partial payments, paid or in the process of
payment.

The Contractor agrees that acceptance of this final
payment shall be in full and final settlement of all
claims arising against the CITY for work done,
materials furnished, costs incurred, or otherwise
arising out of this Agreement and shall release the
CITY from any and all further claims of whatever
nature, whether known or unknown for and on
account of said Agreement, and for any and all work
done, and labor and materials furnished, in connection
with same.”

*****NOTICE TO CONTRACTORS*****
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER
391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 26-PW01**

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 ITB.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1
ITB 26-PW01

Questions and Answers

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

1. Will the City allow a General Contractor with GDOT Certified Subcontractor credential? Or must the awardee be a Certified Contractor with GDOT? ~ Subcontractor credential will be sufficient.
2. The equipment detailed in Section G, #3, a-f: Is all of this equipment dedicated to this contract? As it relates to the heavy equipment attachments in "a," "c," and "d": Are all attachments (as identified in each section) to be on site for the duration of the contract? ~ Attachments listed in a., c., and d. are to be available upon request. They do not have to be stored in the PW yard.
3. What is the 2024-2025 Annual Contract Amount? ~ the base right of way maintenance contract for Milton's fiscal year 2025 was \$447,000.00
4. Will the City allow a mark up on pass through materials? ~ The City will provide materials as needed.

EXHIBIT "B"

PRESENTED BY



THE EXPERTS IN
COMMERCIAL LANDSCAPE

City of Milton, Georgia
Public Works
ITB 26-PW01
Right of Way
Maintenance Services

1200 Bluegrass Lakes Drive



Alpharetta, GA 30004

770-752-4698

Introduction

December 15, 2025

The City of Milton

RE: ITB #26-PW01 Right of Way Maintenance Services

Thank you for the opportunity to submit this bid package for Right of Way Maintenance Services in the City of Milton. We appreciate your consideration of Tri Scapes, LLC to provide continued maintenance services for this project. We seek projects that best fit our capabilities, and we know this opportunity fits our strengths. The Atlanta Business Chronicle has certified us as the 3rd largest landscape maintenance company in Georgia, as of 2024.

Tri Scapes was founded in 1993, we are an all-inclusive commercial contracting company that has successfully managed over \$400 million in projects. Headquartered in Alpharetta, Georgia, we have been recognized in the Atlanta Business Chronicle's "Book of Lists" as a Top 20 Commercial Landscape Company every year since 2008. We provide three primary services:

Construction, Maintenance and Forestry

Tri Scapes is committed to providing excellent customer services to each of our clients. All Tri Scapes employees and representatives are held to a high standard and adaptation of our Core Values:

Faith and Family
Strong Work Ethic
Build Relationships
Respect for Others
Honesty & Integrity

The three primary contacts for this bid are:

- Proposal – Braden Ragsdale, Braden@triscapes.com – 770-752-4698
- Contract – Roni Johnston, Roni@triscapes.com – 770-752-4698
- Operations – Lindy Blount, lindy@triscapes.com – 770-752-4698

Tri Scapes, looks forward to continuing business with the City of Milton Public Works Department and have read and agree to the General Terms and Conditions as defined in ITB #26-PW01.

Once you have had a chance to review our proposal, please let us know if you have any questions or need clarification. We are grateful for the opportunity to continue growing our partnership with the City of Milton Public Works Department.

Thank you,

Braden Ragsdale
Business Development



With more than 30 years of proven performance in landscape maintenance, infrastructure upkeep, and right-of-way services, Tri Scapes brings the depth of expertise and reliability necessary to meet and exceed the City of Milton's expectations.

Experience and Capabilities

Tri Scapes has built its reputation on providing high-quality, consistent, and safe services across a diverse range of municipalities. Our service portfolio includes:

- **Landscape Maintenance:** Comprehensive grounds management, mowing, trimming, debris removal, and seasonal care performed with industry best practices.
- **Soft Patch Repair:** Skilled restoration of disturbed areas, including soil preparation, turf installation, and stabilization techniques to ensure long-term durability.
- **Sidewalk Repair:** Concrete repair and replacement, trip-hazard mitigation, and ADA-compliant walkway improvements.
- **Animal Carcass Removal:** Safe and timely removal of deceased animals from public areas, performed in compliance with municipal safety and sanitation standards.

Commitment to City of Milton Standards

Tri Scapes will fully adhere to all guidelines, policies, and performance requirements set forth by the City of Milton. We are committed to:

- Maintaining the highest quality standards
- Following all safety, environmental, and operational protocols
- Delivering responsive, dependable service and maintaining clear communication with City staff
- Ensuring all work aligns with the quality, timelines, and expectations established by the City.

Our team understands the City of Milton's service level requirements thoroughly as a result of our multi-year partnership. We will continue to uphold and enhance these expectations with every assigned task.

Proven Municipal Performance

Tri Scapes has a long history of successfully performing this exact type of work for multiple Georgia municipalities, including:

- **City of Tucker – 3 Years**
Comprehensive landscape maintenance, concrete repairs, and right-of-way support.
- **City of Brookhaven – 2 Years**
Maintenance of public spaces, sidewalk repair, and supplemental infrastructure care.
- **City of Dunwoody – 5 Years**
Full-service landscape and maintenance operations, including soft patching and carcass removal.
- **City of Milton – 10 Years**
Landscape maintenance, soft repairs, sidewalk improvements, and various municipal support services.

Through these partnerships, Tri Scapes has continually demonstrated its reliability, skilled workforce, and ability to deliver consistent, high-quality results.

Tri Scapes is fully prepared to continue supporting the City of Milton with professional, experienced, and high-quality services. With more than three decades of industry expertise and a strong record of performance with multiple neighboring cities—including Milton itself—Tri Scapes is confident in our ability to meet and exceed all expectations set forth in this scope of work.

We appreciate the opportunity to partner with the City of Milton and look forward to continuing to serve your community.

Inventory

Tri Scapes has an extensive inventory of equipment valued at over \$15M. All inventory is regularly maintained to provide optimal performance. Below you will find a sample of the equipment to be assigned to Milton Public Works. Other items will be assigned if necessary to complete the job.

Type	Quantity	Make	Model	Year	Leased/Owned	Notes
Trucks: 3/4 Ton	1	Chevrolet	3500	2018	Owned	
Truck (Foreman)	1	Chevrolet	2500	2020	Owned	
Dump Truck	1	Chevrolet	5500	2020	Owned	
Backhoe (Cat 416 or Equivalent)	1	John Deere	310SK	2014	Owned	All Attachments included
Skid Steer (Mid - Size)	1	John Deere	325G	2019	Owned	All Attachments included
Mini Excavator (Mid- Size)	1	John Deere	60G	2019	Owned	
Trailer: 8.5x24	1	Diamond	DEC210-24X102	2021	Owned	
Trailer: 8x16	1	TBD	TBD	TBD	Owned	Brand New
Concrete/ Asphalt Cut-off saw	1	Stihl	Stihl	TS420	Owned	
Jumping Jack	1	Mikasa	70HD	NA	Owned	
Weed Eaters	2	Weed eater	FS94	NA	Owned	
Chainsaw	3	NA	MS 311,362C,251	NA	Owned	
Blowers	2	NA	BR600	2023	Owned	
Backpack Sprayer	2	Stihl	SG20	2025	Owned	
Early Warning Signage	1	TBD	TBD	TBD	Owned	
Rapid Radios	4	Walkie Talkie/Dorris 10	G1CE	2025	Owned	
Snowplow Attachment	1	EXII	Snowplow Attachment	2020	Owned	
Pole Pruner	1	Stihl	HT 103Z	2023	Owned	
Mulch/Bag Self Propelled	1	Murray	MNA153003	2025	Owned	



Staffing



Tri Scapes recognizes the concerns about quality staffing.

Tri Scapes employs over 300 people in the Southeast. All employees are trained and certified by Tri Scapes before entering the field.

H2B Program



Tri Scapes proudly participates in the H2B worker program. In 2025, we welcomed 20 maintenance team members. Twelve of these teammates are returning from previous years, and we are excited to continue to participate in this program.



Andrew Nickell
Project Manager
770-752-4698

Andrew Nickell is an experienced public works leader with a diverse technical background and more than two decades of hands-on field expertise. He has successfully led Tri Scapes' Public Works teams—previously serving the City of Brookhaven and the City of Dunwoody, and now managing operations in the City of Milton—where he is known for his strong work ethic, practical knowledge, and ability to guide teams to consistently exceed performance goals.

Before joining Tri Scapes, Andrew built a solid foundation in the road construction industry, gaining extensive experience in asphalt repair, concrete work, and stormwater maintenance. His deep understanding of field operations and infrastructure needs allows him to direct crews efficiently and ensure work is executed to the highest standards.

Andrew's career also includes significant experience working with the Tennessee Valley Authority (TVA), where he ran a danger-tree crew and supported maintenance activities for both power lines and Piedmont Natural Gas pipeline systems. Over the course of his career, he has operated a wide range of heavy equipment and brings more than 20 years of equipment proficiency to his leadership role.

In addition to his technical and public works experience, Andrew is a former business owner in the telecommunications and forestry management sectors, giving him valuable perspective in project management, customer service, and operational oversight.

Andrew holds multiple industry certifications, including OSHA 30, an MS4 Stormwater Inspector certification, and OSHA Hazard Communication. Across every role, he is recognized as a manager who motivates and empowers his teams, drives operational excellence, and delivers reliable, high-quality service to the communities he supports.



Tri Scapes, LLC Officers

QuinnMartin;CEO/President

Quinn is the CEO/President and a co-founder of Tri Scapes, with over 30 years of experience in the landscape industry. He manages daily operations, marketing, and client estimates. Quinn@Triscapes.com

RyanHogan;VicePresident/ConstructionDivision

Ryan is the Vice President of the Construction Division. He has been with Tri Scapes since 2008 and has managed over \$200 million in landscape and construction projects. He holds a Georgia General Contractors License and is a Certified Irrigation Contractor. Ryan@Triscapes.com

RoniJohnson; Vice President

Roni is the key liaison for the Maintenance Division, overseeing procurement, financial management, and project support. She has been with the company for over 10 years. Roni@Triscapes.com

RajatSharma;ChiefFinancialOfficer

Rajat joined as Chief Financial Officer in 2025. He has over 20 years of financial leadership experience from companies like General Electric, Samsung, and Schneider Electric. Rajat@Triscapes.com

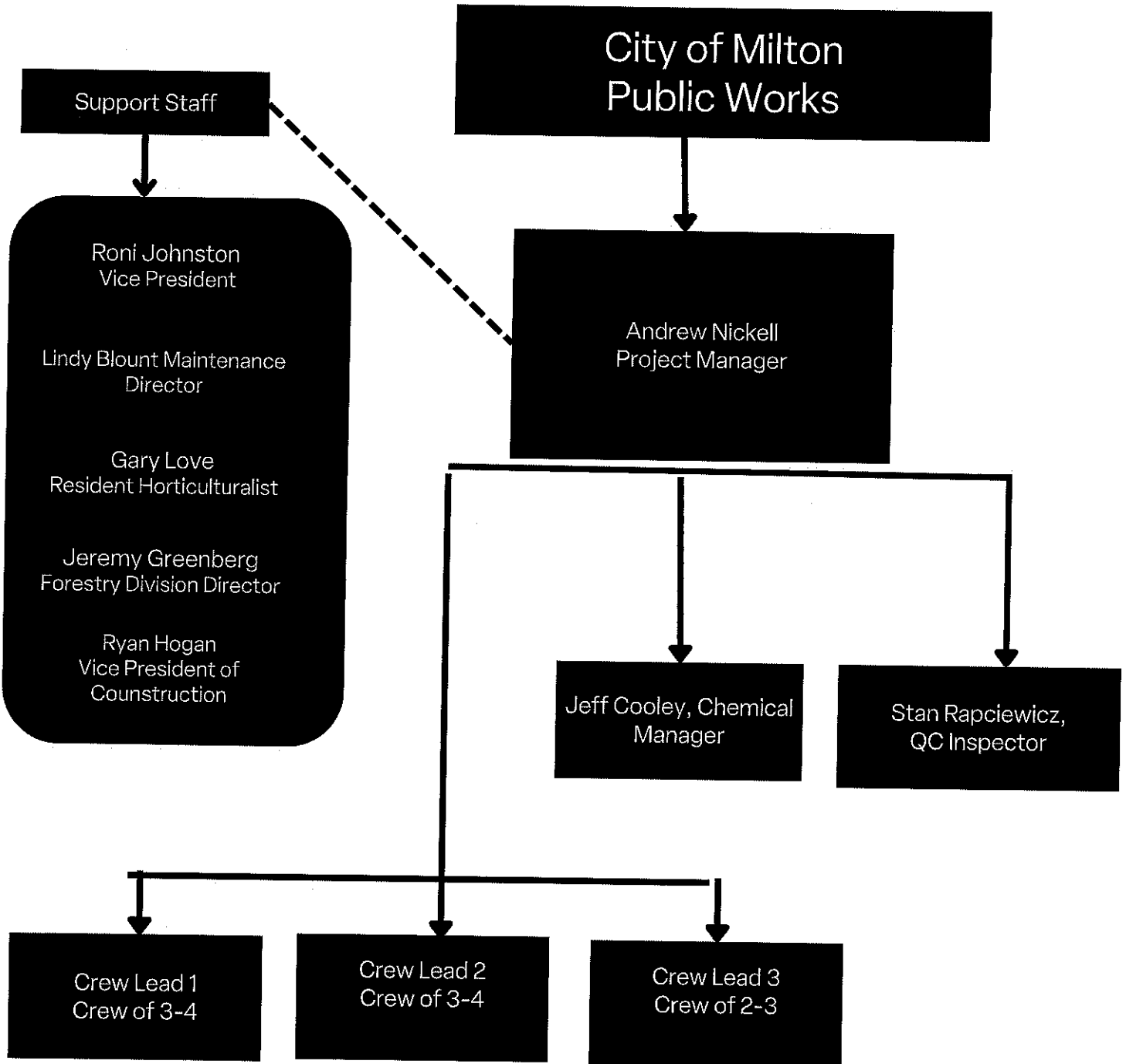
Heidi Roper; Vice President

Heidi, the Vice President, has been with the company since 2001. She has held various roles in human resources, payroll, and accounting, and oversees business management. Heidi@Triscapes.com

All of Tri Scapes' officers are based out of our
Cumming, GA office.

Proposed Team and Key Staff

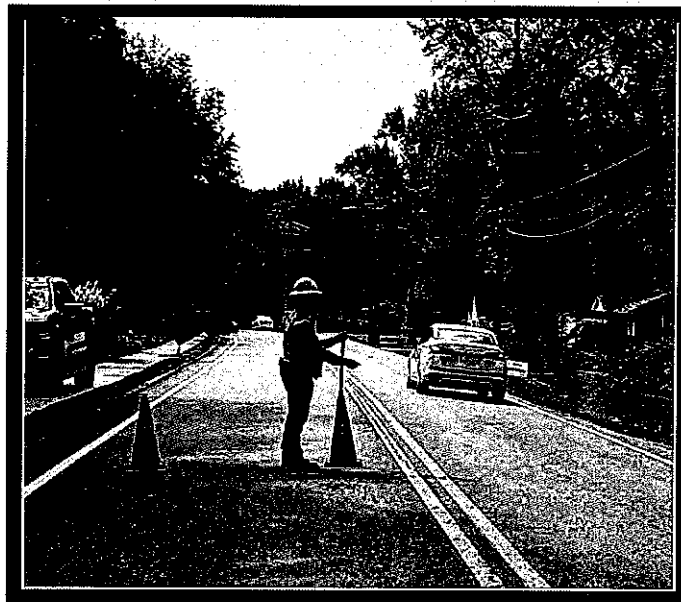
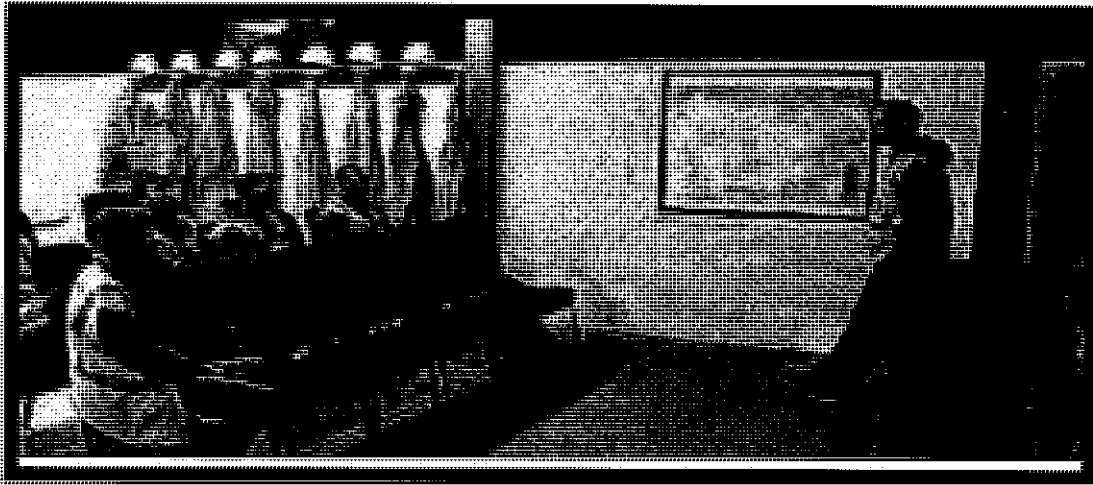
Please note: Any personnel changes will be reviewed with the City.



Tri Scapes Flagger Certification



All Tri Scapes field workers receive comprehensive Flagger training and are certified with the State of Georgia. This training includes both classroom instruction and hands-on practical exercises to ensure full competency and safety in the field.





Date: October 28, 2025

Subject: Tri Scapes Uniform Policy

Out of Office Workers Dress Code:

- Shirts - Tri Scapes shirt
- Safety Vest – with Tri Scapes logo
- On Jobsites where required: Hard Hats and Safety Glasses
- Hats - Tri Scapes hats only.

Project Managers/Supervisors Dress Code:

- Slacks-Cotton slacks and jeans are acceptable
- Shirt- Collared shirts with Tri Scapes logo only.
- Footwear-Work Boots only.
- Hats-Tri Scapes hats only.
- On Jobsites where required: Hard Hats and Safety Glasses
- Safety Vest – with Tri Scapes logo

Foreman/Crew Members:

- Slacks - Cotton slacks and jeans
- Shirts - T-shirts or Sweatshirts with Tri Scapes logo only.
- Footwear - Work Boots only.
- Hats - Tri Scapes hats only.
- On Jobsites where required: Hard Hats and Safety Glasses
- Safety Vest – with Tri Scapes logo

1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041 | Phone: 770-752-4698 | Fax:

Licenses



- ✓ Pesticide Licenses: Categories 24, 26, and 27
- ✓ General Contractor License
- ✓ City of Savannah Business License
- ✓ ICPI
- ✓ GCLP: Georgia Certified Landscape Professional
- ✓ CPSI: Certified Playground and Safety Inspector
- ✓ Certified Turf Grass Professional
- ✓ Red Card: Erosion Control
- ✓ Certified Turf Grass Professional
- ✓ Aquatic Facility Operator
- ✓ ISA: Certified Arborist
- ✓ ISA: Utility Arborist
- ✓ ISA: Tree Risk Assessment Qualification (TRAQ)
- ✓ Wildfire Risk Reduction Qualification



Russell R. McMurry, P.E., Commissioner

One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 14, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2TR550

Tri Scapes, LLC 1595 Peachtree Parkway, Suite 204-396 Cumming, GA 30041 In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issued stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$74,100,000.00

CERTIFICATE EXPIRES: October 31, 2025

PRIMARY WORK CLASS/CODE: 702

SECONDARY WORK CLASS(ES)/CODE(S): 163, 201, 441 and 700

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation. A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination. Allowing approved prequalification to lapse will leave the Contractor without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application. This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than

Workclass codes are for reference only and do not represent a certification to be provided in support of GDOT. contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2025

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 Insurance Group, LLC PO Box 724728 Atlanta GA 31139		CONTACT NAME: Debbie Daniel PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: Debbie.Daniel@pninsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Grange Insurance Company	NAIC # 14060
INSURED		INSURER B : Accident Fund National Ins. Co	10166
Tri Scapes, LLC 1595 Peachtree Pkwy Ste 204-396 Suite 204-396 Cumming GA 30041-9584		INSURER C : Homeland Insurance Company of New York	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: CL25112524921

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible-\$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPP2771706	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phy Dam Ded \$ 1,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	CA 2771709	12/01/2025	12/01/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phy Dam Ded \$ 1,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP2771712	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
B	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	Y	100116821	07/12/2025	07/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			793012294	12/01/2025	12/01/2026	Per Occurrence 5,000,000 Aggregate 5,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

BID PURPOSES ONLY

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

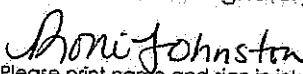
AUTHORIZED REPRESENTATIVE

Frederick R. Mitchell

13

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CITY OF MILTON INVITATION TO BID (THIS IS NOT AN ORDER)	
Bid Number: ITB 26-PW01	Project Name Right of Way Maintenance Services
Due Date and Time: December 11, 2025, by 2:00 p.m. EST	Number of Pages: 109
*Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.	
ISSUING DEPARTMENT INFORMATION	
Issue Date: November 20, 2025	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.milfonga.gov
INSTRUCTIONS TO BIDDERS	
Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.milfonga.gov 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 Face of Envelope/Package: Bid Number: ITB 26-PW01 Name of Company or Firm
	Special Instructions: Deadline for Written Questions December 2, 2025 by 5:00 p.m. Submit questions online via the BidNet Direct procurement portal at www.milfonga.gov/finance/bids-rtps
BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address: Tri Scapes, LLC 1595 Peachtree Parkway Ste 204-396, Cumming GA 30041	Authorized Bidder Signatory:  (Please print name and sign in ink) Roni Johnston, Vice President
Bidder Phone Number: 770-752-4898	Bidder FAX Number:
Bidder Federal I.D. Number: 58-20776	Bidder E-mail Address: roni@triscapes.com
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	11-12
3	Bid Bond (3 pages)	13-15
4	Qualifications Signature and Certification	16
5	List of Subcontractors	17
6	Contractor Affidavit and Agreement (eVerify)	18
7	Disclosure Form	19
8	Bid Submittal Form (2 pages)	35-36

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a lump sum "purchasing contract" with one firm to be the primary supplier of Right of Way Maintenance Services, ITB 26-PW01.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as "no substitute" or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer's number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time, without cause, with 30 days' written notice.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number ITB 26-PW01
Right of Way Maintenance Services**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction, and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. 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 this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature Roni Johnston Date December 10, 2025

Print/Type Name Roni Johnston

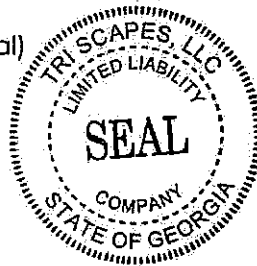
Print/Type Company Name Here Tri Scapes, LLC

CORPORATE CERTIFICATE

I, Roni Johnston, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Roni Johnston who signed said bid in behalf of the Contractor, was then (title) Vice President of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 10th day of December, 2025

Roni Johnston (Signature) (Seal)



If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of \$116,004.42 Dollars (\$ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
<u>1</u>	<u>12/05/2025</u>

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 10th day of December, 2025

Bidder Tri Scapes, LLC (Seal)
Company Name

Bidder Mailing Address:

1595 Peachtree Parkway Ste 204-396

Cumming GA 30041

Signature: Roni Johnston

Print Name: Roni Johnston

Title: Vice President



**[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND**

BIDDER (Name and Address):

Tri Scapes, LLC 1200 Bluegrass Lakes Parkway, Alpharetta, GA 30004

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company 305 Madison Avenue, Morristown, NJ 07960

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID

BID DUE DATE: December 11, 2025

PROJECT (Brief Description Including Location):

ITB 26-PW01 Right of Way Maintenance Services, Milton, Georgia

BOND

BOND NUMBER: Bid Bond

DATE (Not later than Bid due date): December 11, 2025

PENAL SUM: Five Percent of Amount Bid 5%

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Tri Scapes, LLC (Seal)

Bidder's Name and Corporate Seal

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature] / Vice President
Signature and Title:

By: [Signature]
Signature and Title: Ryan Norman, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title:

Attest: [Signature]
Signature and Title: Emma J. Bryant, Witness



- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents;
or
 - 3.2 All Bids are rejected by the City; or
 - 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Ryan Norman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond
Principal: Tri Scapes, LLC
Obligee: City of Milton

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

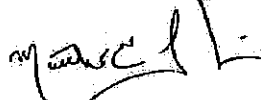
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey)
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 11th day of December 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amynatagroup.com.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not , propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

Company Name: Tri Scapes, LLC



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

**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
eVerify Number
06/02/2008
Date of Authorization
Tri Scapes, LLC
Name of Contractor

Right of Way 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.

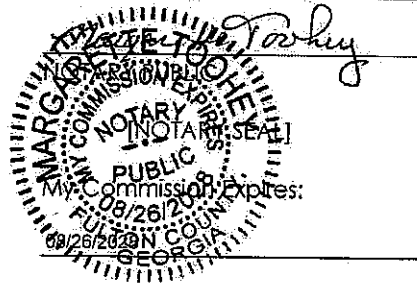
Executed on December, 10th, 2025 in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Roni Johnston
Printed Name and Title of Authorized Officer or Agent

Roni Johnston, Vice President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF December, 2025.





DISCLOSURE FORM

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

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

Name of Bidder 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
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

_____	_____
_____	_____



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 26-PW01 BID SCHEDULE ~ Page 1 of 2

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING		
ITEM DESCRIPTION	UNIT	UNIT PRICES
General Laborer (Emergency Services)	Hourly	\$65.00
Project Manager (Emergency Services)	Hourly	\$85.00
Jet Vac Truck with Operators	Hourly	\$390.00
Bucket Truck with Operators	Hourly	\$250.00
Self-Load Knuckle Boom Truck with Operators	Hourly	\$275.00
Dump Truck with Operator (Emergency Services)	Hourly	\$135.00
Skid Steer with Operator	Hourly	\$125.00
Grade-All with Operator	Hourly	\$150.00
Jet Trailer Minimum 4000PSI	Hourly	\$250.00
Environmental Water Sampling with Lab Results	Each	\$300.00
CCTV Pipe Truck	Hourly	\$325.00
Motorgrader and Operator	Hourly	\$225.00

ITEM	Total Price
Right of Way & General Maintenance	
Year 1	\$437,000.00
Year 2	\$450,110.00
Year 3	\$463,613.30
Year 4	\$477,521.35
Year 5	\$491,847.35
5-Year Not to Exceed Total	\$2,230,092.35 Should be: \$2,320,092.35

RJ



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

ITB 26-PW01 BID SCHEDULE ~ Page 2 of 2

Total of 5-Year Price: \$ 2,320,092.35
(Years 1 - 5)

Total of 5-Year Price in Words: two million three hundred twenty thousand ninety two dollars and thirty five cents
(Years 1 - 5)

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY Tri Scapes, LLC

ADDRESS 1595 Peachtree Parkway Ste 204-396, Cumming GA 30041

AUTHORIZED SIGNATURE *Roni Johnston*

PRINT/TYPE NAME/TITLE Roni Johnston, Vice President



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 26-PW01**

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 ITB.

COMPANY NAME: Tri Scapes, LLC

CONTACT PERSON: Lindy Blount

ADDRESS: 1595 Peachtree Parkway Ste 204-396

CITY: Cumming STATE: GA ZIP: 30041

PHONE: 770-752-4698 FAX: _____

EMAIL ADDRESS: lindy@triscapes.com

Honi Johnston
Signature

12/9/2025
Date

ADDENDUM #1

ADDENDUM #1
ITB 26-PW01

Questions and Answers

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

1. Will the City allow a General Contractor with GDOT Certified Subcontractor credential? Or must the awardee be a Certified Contractor with GDOT? ~ Subcontractor credential will be sufficient.
2. The equipment detailed in Section G, #3, a-f: Is all of this equipment dedicated to this contract? As it relates to the heavy equipment attachments in "a," "c," and "d": Are all attachments (as identified in each section) to be on site for the duration of the contract? ~ Attachments listed in a., c., and d. are to be available upon request. They do not have to be stored in the PW yard.
3. What is the 2024-2025 Annual Contract Amount? ~ the base right of way maintenance contract for Milton's fiscal year 2025 was \$447,000.00
4. Will the City allow a mark up on pass through materials? ~ The City will provide materials as needed.

EXHIBIT "C"

1. **Project Price:** The total amount paid for this Project as compensation for Basic Work shall be as follows:

ITEM	
Right of Way & General Maintenance	Total Price
Year 1	\$437,0000.00
Year 2	\$450,110.00
Year 3	\$463,613.30
Year 4	\$477,521.35
Year 5	\$491,847.35
5-Year Not to Exceed Total	\$2,320,092.35

Reimbursement for Costs Associated with Basic Work: The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and no separate reimbursement will be made for costs except as specifically agreed in advance via a Work Order.

2. **Supplemental and Emergency Services Work:**

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING:

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING		
ITEM DESCRIPTION	UNIT	UNIT PRICES
General Laborer (Emergency Services)	Hourly	\$65.00
Project Manager (Emergency Services)	Hourly	\$85.00
Jet Vac Truck with Operators	Hourly	\$390.00
Bucket Truck with Operators	Hourly	\$250.00
Self-Load Knuckle Boom Truck with Operators	Hourly	\$275.00
Dump Truck with Operator (Emergency Services)	Hourly	\$135.00
Skid Steer with Operator	Hourly	\$125.00
Grade-All with Operator	Hourly	\$150.00
Jet Trailer Minimum 4000PSI	Hourly	\$250.00
Environmental Water Sampling with Lab Results	Each	\$300.00
CCTV Pipe Truck	Hourly	\$325.00
Motorgrader and Operator	Hourly	\$225.00

Reimbursement for Costs Associate with Supplemental Work: Except as specifically agreed in advance through a Supplemental Work Order, there shall be no reimbursement for costs for Supplemental Work. All labor hour prices above include associated costs.

All unit prices above shall apply to emergency services and supplemental services unless other prices are negotiated and specified in the applicable Work Order.

3. Scope of Work: See Exhibit "A", "Public Works Operational Services" section.

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

6/2/2008
Date of Authorization

Tri Scapes, LLC
Name of Contractor

Public Works Maintenance & Operations
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 March 23____, 2026____ in
Alpharetta____ (city),
GA____
(state).

Roni Johnston
Signature of Authorized Officer or Agent

Roni Johnston | Vice President Printed
Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 23rd_ DAY OF March 23,
2026____.

Joy Nash
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

**JOY NASH
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires February 1, 2030**

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

N/A

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

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

Date of Authorization

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

Name of Subcontractor

Signature of Authorized Officer or Agent

Public Works Maintenance & Operations
Services
Name of Project

Printed Name and Title of Authorized Officer
or Agent

City of Milton, Georgia
Name of Public Employer

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:

<u>Individual</u>	<u>Position</u>
Brooks Folgarait	Project Manager
Keith Dye	Team Lead/ Operator
Troy Barnes	Team Lead
Michael Hughes	Laborer
Edison Ferguson	Laborer

PERFORMANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Tri Scapes, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and United States Fire Insurance Company (as SURETY COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City, in the sum of Two Million, Three Hundred Twenty Thousand, Ninety-two and 35/100 Dollars (\$2,320,092.35), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the project known as Right of Way Maintenance Services (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to,

any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR ("Principal"):

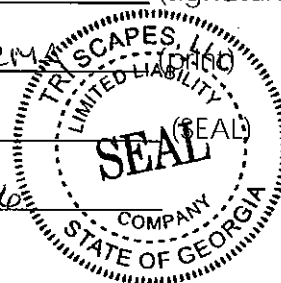
Tri Scapes, LLC

By: [Signature] (signature)

RASAT SHARMA (print)

Title: CFO

Date: 04-02-2026



Attest:

[Signature] (signature)

MARGARETTE TOUHEY (print)

Title: BUSINESS ANALYST

Date: 04-02-2024

CONTRACTOR'S SURETY:

United States Fire Insurance Company

By: [Signature] (signature)

Ryan Norman (print)

Title: Attorney-in-Fact

Date: 04/01/2026



Attest:

[Signature] (signature)

Heather Loyd (print)

Title: Witness

Date: 04/01/2026

(ATTACH SURETY'S POWER OF ATTORNEY)

PAYMENT BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT __Tri Scapes, LLC, (as CONTRACTOR, hereinafter referred to as the "Principal"), and United States Fire Insurance Company (as SURETY COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of Two Million, Three Hundred Twenty Thousand, Ninety-two and 35/100 Dollars (\$2,320,092.35), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for a project known as Right of Way Maintenance Services (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Project, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Project, without regard to whether

such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Tri Scapes, LLC

By: _____

[Handwritten Signature]

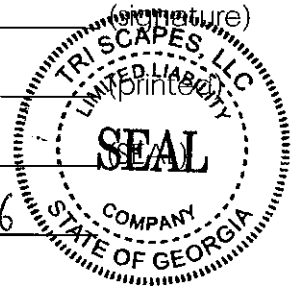
RAJAT SHARMA

Title: _____

CFO

Date: _____

04/02/2026



Attest:

Margarette Toohy (signature)

MARGARETTE TOOHEY (printed)

Title: BUSINESS ANALYST

Date: 04/02/2026

CONTRACTOR'S SURETY:

United States Fire Insurance Company

By: _____

[Handwritten Signature]

Ryan Norman (printed)

Title: _____

Attorney-in-Fact (SEAL)

Date: _____

04/01/2026



Attest:

Heather Loyd (signature)

Heather Loyd (printed)

Title: Witness

Date: 04/01/2026

(ATTACH SURETY'S POWER OF ATTORNEY)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

**Oana Dimulescu; Jodi Jennings; Mario Medina; Ryan Norman; Emma J. Bryant; Kelli E. Hansen; Lauren Blair; Alyssa Hunt;
Abigail E. Curtiss; Ashley Burns; Camille Cruz; Heather Loyd**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 17th day of January, 2025.

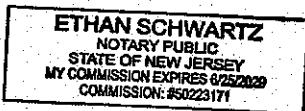
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 17th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of April 20 26

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

EXHIBIT "H"
NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER/BIDDER

STATE OF Georgia
COUNTY OF Forsyth

Roni Johnston, being first duly sworn, deposes and says that:

(1) He/she is Officer (Owner, Partner, Officer, Representative, or Agent) of Tri Scapes, LLC (the "Bidder") that has submitted the attached bid/proposal (the "Bid");

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid/proposal;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder/proposer, firm or person to submit a collusive or sham bid/proposer in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid or of any other bidder/proposer, or to fix any overhead, profit or cost element of the price of any other bidder/proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Milton or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) Bidder has not directly or indirectly violated O.C.G.A. § 36-91-21(d).

Roni Johnston
Signature of Authorized Officer or Agent

Roni Johnston | Vice President Printed
Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 23rd DAY OF March, 2026

Joy Nash
Notary Public

[NOTARY SEAL]

My Commission Expires:

JOY NASH
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires February 1, 2030