



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on February 20, 2025, for the March 3, 2025, Regular City Council Meeting

DocuSigned by:

Sara Leaders

4D62B6BB0E9A487...

AGENDA ITEM: Approval of a Services Agreement with Tri Scapes, LLC for Right of Way landscape Maintenance Including Grass Cutting, Roundabout Landscape Maintenance and Trash Removal

SUMMARY:

This contract is a multiyear landscape maintenance agreement that covers grass cutting, roundabout landscape maintenance, trash clean up, and new landscape installation.

FUNDING AND FINANCIAL IMPACT:

This is a yearly maintenance budgeted item.

ALTERNATIVES:

If this contract is not approved, the work will not be able to proceed.

PROCUREMENT SUMMARY (if applicable)

Purchasing method used: Bid Award-ITB (Over \$50,000)
Account Number: 100-4101-522140001
Requisition Total: \$191,759.35

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director – February 25, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – January 24, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Karen Ellis

45755D597160487...

DocuSigned by:

Steven Krokoff

9E6DD808EBB74CF...

ATTACHMENT(S):

Services Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





SERVICES AGREEMENT
Right of Way Landscape Maintenance

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ (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, located at 2006 Heritage Walk, Milton, GA 30004, (hereinafter referred to as the "City"), and **TRI SCAPES, LLC**, a Georgia limited liability company, located at 1595 Peachtree Parkway, Ste 204-396, Cumming, GA 30041, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide certain services in the completion of a Project (defined below); and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work 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 Response/Proposal
Exhibit “C” – Scope of Work
Exhibit “D” – Payment and Performance Bonds
Exhibit “E” – Contractor Affidavit
Exhibit “F” - Subcontractor Affidavit

B. Project Description. The “Project” at issue in this Agreement is generally described as: provide services for the general aesthetic maintenance of the public right of way through mowing, weed control, and litter maintenance; safety maintenance of overhead and roadside trimming; landscape maintenance of public right of way including roundabout center islands, medians, landscape islands and gateways.

C. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit “C”**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit “C”**, the Work includes 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, 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.

D. Schedule, Completion Date, 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. The term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on September 30, 2025, and shall automatically renew for four (4) additional annual terms unless notified of nonrenewal by the City thirty (30) days prior to the end of the then current term (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

II. PROJECT AND WORK ORDERS

A. The Project. The project contemplated by this Agreement is identified in Section I.B above and as set forth in the Project Scope of Work at **Exhibit “C”**, attached hereto and incorporated herein by reference.

B. Work Orders. Where services within the Project Scope of Work require specific

authorization or direction from the City or where such services would result in additional cost to the City, the City will issue orders (“Work Orders”) for performance of the Work. Contractor shall suggest Work Orders to the City when it observes any right of way mowing conditions in need of special attention. All Work Orders shall be in writing and issued by the City’s Representative (as defined herein) or his or her delegate, and accepted in writing by the Contractor’s Representative (as defined herein) or his or her delegate. Each Work Order shall identify the location and nature of the requested Work and any associated additional charge to the City.

C. Supplemental Work. The City may request Work not covered by the Project Scope of Work. Such Work is considered “Supplemental” and subject to additional compensation at the unit prices set forth in **Exhibit “B”**, subject to the spending budget for Supplemental Work as set forth in Section III.A. Each Work Order for Supplemental Work shall specify the expected price of any Supplemental Work. A revised estimate must be approved in writing by the City’s Representative before Contractor may exceed any initially-estimated price for the Supplemental Work. The City shall follow its procurement policy in processing Supplemental Work Orders.

III. WORK CHANGES

A. Change Order Defined. A “Change Order” means a written modification of the Agreement, signed by representatives of City and Contractor with appropriate authorization.

B. Right to Order Changes. City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Contractor and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Contractor shall proceed with the changed work.

B. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Contractor.

C. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of \$50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the original contract amount.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for 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 shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff. During each renewal Term, the City's representative will have a spending budget for Supplemental Work services of \$100,000.00, which budget may not be exceeded without an amendment to this Agreement.

B. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, for Year 1 exceed **ONE HUNDRED NINETY-ONE THOUSAND, SEVEN HUNDRED FIFTY-NINE AND 35/100 DOLLARS (\$191,759.35)** ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a lump sum, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. 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 industry, Contractor will give written notice thereof immediately to the City. For each renewal term an escalator of 1.5% will be added to the Maximum Contract Price. Additionally, during each annual Term, the City's representative will have a spending budget for Supplemental Work services of \$100,000.00, which budget may not be exceeded without an 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 every three months 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 continued during 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 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.

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 shall have absolute discretion in making this determination, provided it does not act in bad faith. Contractor's failure to comply with this provision will 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 in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. 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 Project, 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 as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

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 produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

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

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

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

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 and \$2,000,000 (two million dollars) aggregate 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.
 - (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) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.
 - (d) 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. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
 - (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, Employers' Liability, and Professional 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.
- (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) **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 IV(G) of this Agreement.
- (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) 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.
- (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, and have an effective date which is on or prior to the Effective Date.
- (9) 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 Professional Liability policy or Workers' Compensation policy.
- (10) 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. In public works construction contracts valued at more than one hundred thousand dollars (\$100,000.00) or road construction/maintenance contracts valued at five thousand dollars (\$5,000.00) or more, or in any other instance where the City has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment bonds on the forms attached hereto as "Exhibits D.1 and D.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). 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. 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.

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. 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

_____ 500 or more employees.

 x 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.

K. 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

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.

L. 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.

M. 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.

N. Reserved

O. Meetings. Contractor is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. 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.

Q. 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.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

S. Contractors Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Contractor to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Contractor shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Contractor shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Contractor agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

V. 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, Capital Projects Manager shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. 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. **Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. **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 Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. **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 VI(A) above.

F. **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.

G. **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.

VII. 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 by a written Change Order (as provided in Section II above) or other 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 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: Rebecca Martin
1595 Peachtree Pkwy Ste 204-396
Cumming, GA 30041

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 and has notified City of any discrepancies, conflicts or errors herein. 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: Rebecca Martin

Title: CFO

Member/Manager (LLC)

Attest/Witness:

Signature: 

Print Name: Mitzi Chambers

Title: Assistant 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:

 2/20/2025

City Attorney

Date

EXHIBIT “A”



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

Bid Number:
ITB 25-PW02

Project Name
Right of Way Landscape Maintenance

Due Date and Time: January 8, 2025 by 2:00 p.m. EST

**Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Number of Pages: 114

ISSUING DEPARTMENT INFORMATION

Issue Date:
December 5, 2024

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 25-PW02
Name of Company or Firm

Special Instructions:
Deadline for Written Questions
December 17, 2024 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

Table of Contents

<u>Topic</u>	<u>Page</u>
Definitions	3
Invitation to Bid	4
Schedule of Events	5
Bidding Instructions (What must be submitted)	6
Insurance/Bond Requirements	7
Bid Form and Addenda Acknowledgement	11
Bid Bond (3 pages)	13
Qualifications Signature and Certification	16
Corporate Certificate	16
List of Subcontractors	17
Contractor Affidavit and Agreement (eVerify)	18
Disclosure Form	19
Project Specifications	20
Bid Submittal Form (3 pages)	38
General Conditions	41
EPD Air Quality Rules	47
Sample Contract Agreement	48

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: Lineal Feet

LM: Lineal 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



Invitation to Bid ITB 25-PW02

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 January 8, 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 17, 2024, 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 19, 2024*. 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 25-PW02) and bid name (Right of Way Landscape Maintenance) 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

EVENT

DATE

ITB Issue Date December 5, 2025

Deadline for Receipt of Written Questions 5:00 PM on December 17, 2024

Posting of Written Answers by City to Websites on or about December 19, 2024

ITB DUE **No Later than 2:00 P.M. on January 8, 2025**

Tentative Contract Award (on/about) February 3, 2025

Notice to Proceed (on/about) *To be coordinated with the Contractor*

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.miltonga.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 (3 pages)	38-40

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a lump sum price “purchasing contract” with one firm to be the primary supplier of the Right of Way Landscape Maintenance, ITB 25-PW02.

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 25-PW02
Right of Way Landscape Maintenance**

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 in Task Order(s) issued.

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_____

_____(Seal)
(Signature)



[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 Landscape Maintenance
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

This project includes general aesthetic maintenance of the public right of way through mowing, weed control, and litter maintenance; safety maintenance of overhead and roadside trimming; landscape maintenance of public right of way including roundabout center islands, medians, landscape islands and gateways.

It's the City's intention to award contract to a single provider. The initial contract will be for an annual term with the opportunity for four (4) additional annual renewals.

1. To bid on this contract, the Contractor must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list. In the performance of the work, The Contractor shall be responsible for following all Georgia Department of Transportation (GDOT) safety requirements, as well as state, federal and local ordinances.
2. Contractor will be responsible for all safety procedures including compliance with MUTCD work zone procedures. All employees shall wear a clean, identifiable uniform with appropriate safety equipment and safety vest (or equivalent). "MOWERS AHEAD" signs shall be used when mowing along all roadsides.
3. Contractor shall provide all materials, equipment, and labor required and/or inferred to perform the work on a weekly basis. City reserves the right to modify the scope of work pursuant to the terms of the agreement.

In addition to other standard specifications referenced herein, the bid package includes:

- a. Special Provision 150 – Traffic Control
 - b. Special Provision 700 - Grassing
 - c. Special Provision 701 -Wildflower Seeding
 - d. Special Provision 702 -Vine, Shrub, and Tree Planting
 - e. Special Provision 708 -Tree Planting
 - f. Special Provision 725 Weed Control
 - g. Special Provision 890 Seed & Sod
 - h. Special Provision 891 Fertilizers
 - i. Special Provisions 893 Misc. Planting Materials
4. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."

A. LANDSCAPE MAINTENANCE INSPECTIONS:

A. Weekly Reports

1. Contractor shall perform weekly reports of the entire work area for compliance with this task work order and for the performance City of Milton items required and referred to in this task work order.
2. Contractor is responsible to coordinate with the Owner/Owner Representative on a weekly basis.

3. Attention should be made to ensure completion of weekly landscape maintenance services before the weekend.

B. Monthly Landscape Maintenance Inspection

1. The Contractor will attend with a representative of the City of Milton for a monthly landscape maintenance inspection.
2. During each such inspection, the City representative will direct the Contractor City of Milton Work-related items that shall be corrected by Contractor immediately.
3. The Contractor shall be responsible each month to provide (by email) to the City representative, the compiled list or corrective measures.
4. At weekly coordination report and the monthly inspections, the Owner/Owner Representative are to discuss the over-all quality of the landscape maintenance services provided. The Contractor agrees that when notified by the Owner/Owner Representatives of landscape maintenance not meeting the specifications outlined, that the Contractor will take immediate action to correct the problem and or areas of concern.
5. The Contractor shall provide evidence that the deficiency in maintenance services has been corrected in the timely manner, so that monthly payment can be made. Monthly payment may be held until maintenance services have been completed and/or corrections have been made.

B. TURF MAINTENANCE:

1. The Contractor shall mow all turf areas at seven-day (7) intervals during the peak growing season. Mowing shall be done during the year to ensure a neat, well-maintained appearance. Any clippings because of mowing or trimming shall be removed from paved areas during each service visit.
2. Contractor shall be responsible for edging all curbs, walkways, and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hard lines, and turf and bed lines.
3. Bermuda grasses will be mowed to a height of 1-1½" whereas tall fescue or other grass types shall be cut at 3-3 ½" during each mowing of turf.
4. Scalp – All warm season turf shall be periodically mowed as needed throughout the dormant season. Mow height shall be incrementally reduced by at least one-half (1/2) inch such that lawns will be scalped to a one to one and one-half (1 to 1- 1/2) inch height by April. Precaution shall be taken during the mowing season to prevent scalping of uneven high spots or berms. Care shall be exercised to prevent scalp damage due to

sharp turning, starting, and stopping on sods.

5. Turf Fertilization – Contractor is responsible for completing a soils test to properly adjust pH and fertilization rates as necessary to maintain health soil conditions for turf areas. Soils test of the project interchange locations shall be conducted once a year. The Contractor shall then provide results and fertilization recommendation to the Owner in writing. Soils test shall be included in March invoicing to the Owner. Contractor shall have full responsibilities of determining the proper formulations and rates of fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. At a minimum, the Contractor shall provide the following fertilization for all turf areas within the limit of work:
 - a. **Spring- Fertilizing:** Typically apply ½ to 1 pound of nitrogen (N) per 1,000 square feet several weeks after complete green-up. Based on results of soils test, use a slow- release, complete nitrogen-phosphorus-potassium (N-P-K) turf fertilizer with a 4-1- 2 ratio such as 16-4-8. Apply lime as required.
 - b. **Summer- Fertilizing:** Apply ½ to 1 pound of N per 1,000 square feet every 4 to 8 weeks.
 - c. **Early Fall:** In September, if a soil test reports deficient potassium (K) levels, apply 1 pound of potash (K₂O) per 1000 square feet, using muriate of potash (0-0-60), potassium sulfate (0-0-50), or Sul-Po-Mag (0-0-22).
 - d. **Winter:** Apply ½ pound of N per 1,000 square feet in December and February to over-seeded bermudagrass areas only.
6. Pre-emergence herbicide applications shall be provided for turf areas to prevent turf weed infestation at a minimum once in the spring and once in the fall. Multiple Pre-emergence herbicide applications may be required, pending weather conditions and time. Contractor shall be responsible to monitor the weather conditions to apply pre- and post-emergence herbicides at the appropriate time. If washout occurs, additional applications may be required by the Contractor at no cost to the Owner.
7. Post emergence herbicides shall be applied to all turf locations during the growing season as necessary. Applications shall not be made during stressful environmental turf growing conditions. The Owner may request additional applications if, in their opinion, unacceptable weed growth in turf is present.
8. Provide insect control as needed: Contractor shall monitor insects and apply insect control as necessary.
9. Disease analysis and the application of effective fungicides to alleviate any deleterious fungus shall be made to all turf areas when analysis shows fungus is present. Severe disease problems may require sequential treatments, and

an additional charge may be agreed upon. The City may request fungicide application if, in their opinion, turf fungus is present.

10. Blowing grass clippings and debris from sidewalks, roadways, walkways, curbs and gutters, trails, recreational areas, and parking lots shall be conducted each week.
11. Contractor shall be responsible for weekly inspections of the entire property and treatment of turf areas for any insect or disease related problems throughout the life of the maintenance contract.
12. Contractor shall be responsible for the control of fire ants throughout work area. Mounds are to be removed, and soil leveled to previous grade after fire ants have been killed. Contractor shall add pine straw to landscape bed areas after removal ant mounds, the cost of which shall be included in monthly maintenance.
13. Contractor shall be responsible for monitoring the moisture levels in irrigated and non- irrigated turf areas and reporting any problems to the Owner/Owner Representative in writing that may be present during the maintenance visit. Contractor shall not be responsible for the manual watering turf areas, unless plant material is under additional warranty, or unless watering has been requested by Owner and an agreement for watering has been agreed upon by both parties.
14. After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with machinery.

C. SHRUB AND TREE MAINTENANCE:

1. Shrub pruning shall be completed in accordance with horticultural standards. All shrubs shall be hand pruned to remove dead/damaged wood to allow for natural development, and to create the effect intended appearance and shape by the Owner. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these pruning's. Partially dead shrubs shall be trimmed back to remove all necrotic areas. All clippings and pruned branches shall be removed immediately after each pruning completion. Shrub and ground cover trimming shall be completed throughout the year.

2. Contractor shall be responsible for the removal of all dead shrub material from the project area. At the end of each month the Contractor shall notify the City in its weekly report, the plant material that has been removed.
3. Pre-emergence herbicides will be applied to all shrub/tree beds prior to weed germination in March/April. Manual (by hand) removal of all weeds over 4" in height must be completed in all bed areas.
4. Post-emergence herbicides shall be carefully used as spot treatments in shrub beds during the growing season for control of weed escapes. The Owner may request additional applications if, in their opinion, unacceptable weed growth in turf is present. In addition to chemical methods, weeds shall be controlled in bed areas by mechanical and physical methods. Bed areas should be maintained to control and strive to eliminate weeds.
5. Fertilization shall be conducted in both the Spring and Fall on all groundcover, shrubs, large and ornamental trees, at rates conducive for optimum growth. Contractor shall have full responsibility of determining the proper formulations and rates for all fertilizers to maintain healthy vigorous growth. Soil analysis shall be utilized for appropriate types and rates.
6. Contractor shall be responsible for weekly inspections of the entire property and treatment of insect or disease related problems. Applications for the appropriate chemicals shall be applied to all shrub areas for control of mites and emerging non-beneficial insects. Major infestation of migratory pests such as southern pine beetles, dogwood borers, and the like, are not included since these pests are unpredictable.
7. Disease analysis and the application of effective fungicides to control any observed fungi diseases in ornamental trees and shrubs shall be provided in a timely manner. The City may request fungicide application if, in their opinion, fungus is present in trees or shrubs.
8. Throughout the year shall be responsible for maintaining all larger trees such that no branches/limbs will overhang on sidewalks and parking areas lower than 14 feet from the ground. Lower branching on all trees shall be pruned to keep them elevated to a uniform height. Trees located in natural area shall be pruned only when their growth habit affects formal, maintenance areas. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. Limbs and branches are to be removed from property on the day of pruning.
9. Contractor will be responsible for pruning all small ornamental trees. Pruning will include the shaping of all trees, removal of conflicting branches and removal of interior sucker growth. Small ornamental trees shall be trimmed to encourage good growth habits or as directed. All clippings and debris shall be removed from the property during the day of pruning.
10. Broken or fallen tree branches shall be removed from the property on a weekly

basis.

11. Fallen leaves shall be removed from the work area during the year. Fall and Winter leaf debris (September-February), shall be removed on a weekly basis and until leaf disbursement ceases. The Contractor will collect leaves from work area, to prevent buildup and cause damage to plant material.
12. Contractor shall be responsible for debris cleanup deposited by typical weather conditions. In the event of a natural disaster, such as a major windstorm, or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If Owner elects, they may request that the Contractor utilize dedicated man-hours for severe weather cleanup.
13. Pruning in Dormant Season – Contractor shall perform one pruning each year on dormant plant material according to responsible horticultural guidelines; for example, recommended pruning of dormant shrubs and trees prior to spring budding. **NO topping of trees will be permitted, including crape myrtles without written permission from the department.**
14. Pruning of trees, including crape myrtles, will be limited to: removal of cross branching, sucker growth, branches not consistent with standard form, dead or diseased branches, and general thinning for good light penetration and air circulation. All pruning cuts shall be made to lateral branches and/or buds or flush with the trunk per ANSI standards and ISA standards. **Topping and heading cuts are strictly prohibited.** The City Representative shall be consulted prior to dormant season pruning.

D. PERENNIAL MAINTENANCE:

The removal spent blooms, flower stalks, and drying foliage shall be performed. A one-time (Fall or late Winter) cutback of all foliage shall be provided. Any additional fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be included. All daylilies and groundcover shall be cut back (either manually or mechanically) in the early Spring.

E. EDGING AND STRING TRIMMING OF TURF AREAS:

Mechanical edging of turf located along sidewalks, curbs, paved areas, plant beds, rings, etc. shall be performed as follows:

1. During growing season – Once every week.
2. During dormant season – Once a month as needed or as determined by the City.
3. String trimming of turf shall be performed as needed for uniform turf appearance in non-mowable locations such as slopes and around obstacles such as signposts, fences, structures, etc. Care must be taken to not inflict damage upon plants, trees, fences, or other property improvements with

trimmers or edger's.

4. Debris from the edging and trimming operations will be removed from the work area to ensure a finished appearance at the end of the work period. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.
5. Bed line edges shall be trenched at a depth of 3 inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas.
6. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A 3-inch-deep trench is not required in these areas. All tree wells located in turf areas shall have root balls raked smooth and shall be trenched and beveled at a depth of 3 inches. All trenching soil, including much and debris, shall be disposed of offsite and is not to be re-depo sited back into bed areas.

F. ROADSIDE VEGETATION CONTROL:

The Contractor is responsible for mowing roadside brush (woody and herbaceous vegetation such as blackberries, ragweed, and volunteer trees) within the designated work area. Roadside brush shall be mowed to the right-of-way line or edge of existing wooded areas. Brush must be mowed to a height of 4 inches. Woody vegetation up to 3 inches in diameter shall be included. Maintenance of these areas shall take place twice a year, during February and June or as needed to clear required sightlines.

G. WEED CONTROL:

1. All planting beds, tree rings, shrubbery, groundcover, and hardscape areas located within the work area shall be kept free of weeds on a continuous basis throughout the year. Turf located at City facilities and within medians or beauty strips will also be managed for weed control. (areas include: Pedestrian Area, Triangle Islands, Medians, and all areas outlined in.
2. Weed control will be accomplished using pre-emergent and post-emergent herbicides as well as by hand-weeding and mechanical means. Weeds greater than 1 inch in height must be hand-pulled or knocked down with a string trimmer and then sprayed.
3. In early Spring and late Summer, a non-root inhibiting pre-emergent herbicide will be applied to planting beds.
4. A non-selective and/or pre-emergent herbicide will be applied at regular intervals to sidewalks, curb/gutter, concrete medians and traffic dividers, and other paved areas to control weed growth in hardscape joints and cracks.
5. Contractor's chemical recommendations must be approved by City

Representative prior to application. Herbicides will be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia (certification must be submitted to the City).

H. PERENNIAL PLANTS AND GROUNDCOVER MAINTENANCE:

1. The removal of all spent blooms, flower stalks, and drying foliage shall be performed as needed. Once a year (late Winter or early Spring) cutback of all spent foliage shall be performed. Application of fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be performed. Contractor's chemical recommendations must be approved by City representative prior to application.
2. Any unsightly foliage from jonquils and daylilies shall be either removed or covered as not to distract from the overall appearance of the planting area. All remaining dead foliage of daylilies and all liriope shall be cut back (either manually or mechanically) in the early Spring according to recommended horticultural practices.
3. Groundcovers will be edged and pruned as needed to contain them within their borders. Standard pruning practices will be observed and resulting debris will be removed. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.

I. FERTILIZATION:

1. Fertilization shall be performed in the spring and fall and will be based upon soil test results for turf areas and planting beds. Cost of soil testing shall be borne by the Contractor. Soil test results shall be provided to the City.
2. Fertilize turf areas and planting bed areas as needed per soil test results. Fertilize all trees, shrubs, and groundcovers with a product containing minor nutrients. Contractor is also responsible for maintaining soil pH levels as determined by soil test results.
3. Contractor's fertilizer recommendations must be approved by City representative prior to application. All products must be applied according to the product label.

J. PEST MANAGEMENT:

1. The Contractor will be responsible for the detection, monitoring, and control of insects. The Contractor will be aware of potential pests and will make regular inspections of the plant material and treat as necessary. These principles will be practiced under an Integrated Pest Management (IPM)

program to be submitted to the City for approval. The goal of an IPM program is to maintain insect and disease problems at acceptable levels. Contractor's IPM program must ensure frequent inspection by their on-site personnel and a safer environment using less pesticide.

2. A preventative insecticide will be applied in early March to plants susceptible to scale, including needled evergreens, junipers, euonymus, hollies, cherries, oaks, and maples. pesticides will be applied under the supervision of a certified applicator (certification must be submitted to the city). Other applications of pesticide will only be applied as needed when pests are detected through regular inspections. Spraying operations will cover trees up to a height of 25 feet. The Contractor is required to notify the City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

K. FIRE ANT CONTROL:

The Contractor will monitor landscaped areas weekly for evidence of fire ant activity. Mounds will be treated accordingly with granular insecticide and removed as needed.

L. LEAF REMOVAL:

Fallen leaves in turf areas will be removed during mowing when applicable. Leaves in planting beds will be removed in bulk quantities as the season dictates. No leaves will be disposed of in catch basins, storm sewers, or other drainage systems.

M. SEASONAL COLOR BEDS:

1. Contractor is responsible for planting and maintaining seasonal color beds as identified on the *Landscape Maintenance Map*. Color beds shall be planted twice a year with 4" minimum potted plants. Contractor will be responsible for watering and fertilizing as needed to ensure vigorous plant survival throughout each planting season.
2. All seasonal color beds shall be maintained and manicured, including weeding and dead-heading, as needed. Dead plants shall be removed and replaced upon identification by Contractor.

N. PINE STRAW:

1. Unless otherwise noted, all planting beds and other pine straw areas shall be applied twice a year in spring and fall with complete annual applications of "Grade A" pine straw. Pine straw shall be free of foreign debris. Pine straw will be installed as required to maintain a depth of 3 inches. Pine straw

thickness shall be measured two weeks after installation to compensate for settling.

2. All pine straw bales are to be red in color and free of sticks, pinecones, and other debris when the installation is complete. The pine straw shall be of the new improved variety from the Slash Pine tree with a minimum needle length of 8 inches. The Owner/Representative shall notify City of Milton of any deviation from this specific type straw.
3. Contractor shall provide a sample City of any different pine straw prior to installation and must have written approval prior to beginning work.

O. LITTER AND DEBRIS PICK-UP ALONG ROADWAYS, CURBS, EDGE OF PAVEMENT AND WITHIN PROJECT LIMITS:

Contractor shall be responsible for removing all litter and debris from work area prior to any mowing throughout the year; this includes all right of way areas, turf areas, planting beds, sidewalks, curb/gutter, parking lots, etc. Contractor shall be responsible for removing all litter and debris from work area prior to any mowing and as directed throughout the year; this includes all right of way mowing, turf areas, planting beds, sidewalks, curb/gutter, parking lots, etc.

1. The City Representative may notify Contractor one week in advance of special City events in case the litter and debris pick-up schedule needs to be changed (example: July 4th).
2. As a part of regular maintenance service, the Landscape Contractor is required to maintain all areas within the work area, this includes removing temporary signs, shopping carts, paper, cans, bottles, sticks, cigarette butts, leaves, and other debris including but not limited to soil and gravel from all lawn, planting, and roadway areas.
3. A complete sweeping or blowing, (by mechanical means), of the entire roadways, median islands, curbs, gutters, drains, and sidewalk areas shall be performed on each visit. The Contractor shall be responsible for the removal of debris from the site. Blowing of the sand, and other debris into the lawn, planting areas, and drainage inlets will not be accepted.
4. Weed Control: This will encompass complete removal of weeds within curbs, sidewalks and pavement lines, and other trash that has settled in these areas. All curb and gutters, drives, parkways, and medians areas shall be maintained weed free.

P. FIRE HYDRANTS, UTILITY POLES, LIGHT POLES, AND UTILITY CABINET:

Vegetation shall be maintained for a minimum clearance of 2 feet around fire

hydrants, utility poles, light poles, and utility cabinets located within the work area.

Q. REPORTING OF ANY AND ALL DAMAGES:

Contractors will report all damages noticed or caused while maintaining City rights-of-ways or facilities. This includes damages to plant material, hardscapes, property improvements, vehicles, etc. Reporting shall be in writing via email to the City representative.

R. GENERAL INFORMATION:

1. All required work is to be completed in a professional manner according to standard industry practices.
2. The Contractor's field employees will wear identifiable uniforms and appropriate safety equipment including safety vests (or equivalent) while performing services.
3. Contractor will keep all mower blades sharp and in good condition during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing should be alternated to minimize ruts and matting.
4. Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers, or pesticide applications.
5. No dumping of any debris on City property or City dumpsters except for the dumpster provided at the Public Works yard at 16050 Old Bullpen Road.
6. Monthly invoices will only be processed if all weekly work reports have been submitted for the month of invoice.

S. FREQUENCY OF YEARLY LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED BY THE LANDSCAPE CONTRACTOR:

The Contractor shall provide with their proposal the proposed man hours by week and throughout the year to complete the required landscape maintenance services described below.

Maintenance Item - Times/Year

1. Mowing of lawn areas - 35
2. Edge (Bed lines) – 35
3. Edge (Hard lines) – 35
4. Blowing - 35

5. Bed Weed Control - 35
6. Shrub/Groundcover Trim - 12
7. Tree Pruning – 4
8. Debris Disposal - 35
9. Insect/Disease Control - 35
10. Tree Fertilization - 2
11. Shrub Fertilization- 2
12. Groundcover Fertilization-2
13. Turf Fertilization-4
14. Turf Weed Control-35

T. LANDSCAPE INSTALLATION SPECIFICATIONS:

1. The Contractor will provide new landscape and sod installation for all new City transportation projects. The Contractor will be provided a landscape plan for the project as the project is reaching final completion. The Contractor shall refer to GDOT specifications for all landscape and construction implementation associated with this project. Upon completion of sod and plant installations, and acceptance the project will fall into the maintenance schedule going forward.
2. Special Provisions Section 702 Vine, Shrub, and Tree Planting.
Section 702.9 Payment for plant material shall be amended. The City of Milton will make final payment to the Contractor after the installation work has been 100% completed and approved by the City representative or project Landscape Architect. All plant material shall have a 2- year replacement warranty and shall be bonded for the entire 2-year warranty period from date of Final Acceptance by City.

U. RIGHT-OF-WAY (ROW) MOWING:

1. Paved Roadway (62 centerline miles) - Mow and trim the entire area horizontally, and in some areas vertically, from curb or edge of pavement to ROW limit (approx. 12' to 20' from edge of pavement) or to natural tree line if applicable, that is not currently being maintained by adjacent landowners.
2. Gravel Roadway (13 centerline miles) - Mow and trim the entire area from edge of road to ROW limit (approx. 10' from edge of road) that is not currently being maintained by adjacent landowners. Contractor shall remove all debris that would be scattered from cutting.
3. Begin mowing operations on the commencement date or on a date approved by

the DPW only after litter and debris pickup has been completed in areas that are to be mowed. Complete a Mowing Cycle before beginning a new Mowing Cycle. Complete a Mowing Cycle without interruption, within the time frames listed below and to the satisfaction of the DPW.

<u>CYCLE</u>	<u>COMMENCEMENT DATE</u>	<u>COMPLETION DATE</u>
1	April 1	April 20
2	May 1	May 20
3	June 1	June 20
4	July 1	July 20
5	August 1	August 20
6	September 1	September 20
7	October 1	October 20
8	Extra Cut	As Needed

Roads to be Mowed

ROAD NAME	FROM	TO	LENGTH IN MILES
Batesville Road	Birmingham Highway	Cherokee County Line	1.28
Bethany Bend	Hopewell Road	Cogburn Rd.	1.07
Bethany Bend	Cogburn Road	SR9 Cumming Hwy.	0.42
Bethany Bend	SR9 Cumming Hwy.	Morris Rd.	1.37
Bethany Road	Mayfield Road	Haygood Road	1.50
Bethany Way	Haygood Road	Hopewell Road	0.68
Birmingham Road	SR372	Freemanville Road	0.73
Birmingham Road	Birmingham Highway	Hopewell Road	1.97
Broadwell Road	Crabapple Road	Rucker Road	0.35
Charlotte Road	Mayfield Road	Mid Broadwell Road	0.23
Cogburn Road	Webb Road	Bethany Bend	1.41
Cogburn Road	Bethany Bend	Francis Road	1.34
Cox Road	SR140	King Road	0.69
Deerfield Parkway	Cumming Highway	Webb Road	0.75
Deerfield Parkway	Webb Road	Alpharetta City Limits	0.91
Dinsmore Road	Freemanville Road	Thompson Road	1.70
Dorris Road	Providence Road	Birmingham Highway	1.30
Ebenezer Road	Varies		0.22
Francis Road	Cogburn Road	Forsyth County Line	1.54
Freemanville Road	Providence Road	Mayfield Road	1.74
Freemanville Road	Birmingham Road	Providence Road	3.48
Freemanville Road	Birmingham Road	Mountain Road	2.05
Green Road	Arnold Mill Road	Crabapple Road	0.50
Hamby Road	Hopewell Road	Forsyth County Line	1.25
Haygood Road	Redd Road	Bethany Road	0.49
Henderson Road	Birmingham Road	Freemanville Road	1.26
Hickory Flat Road	Birmingham Highway	Cherokee County Line	1.31
Hopewell Road	Cogburn Road	Alpharetta City Limits	3.67
Hopewell Road	Cogburn Road	Phillips Rd.	4.00
King Road	Varies		0.38
Liberty Grove Road	200' east of Traffic Circle	SR 372 (Birmingham Highway)	0.37

Lively Rd.	Longstreet Road	Forsyth County Line	0.28
Longstreet Road	Hopewell Road	Forsyth County Line	1.02
Mayfield Road	Birmingham Highway	Alpharetta City Limits	0.80
McGinnis Ferry Rd. SS EB	Morris Road	Georgia 400	0.64
Mid-Broadwell Road	Crabapple Road	Charlotte Drive	0.35
Morris Road	Deerfield Parkway	Webb Road	0.78
Morris Road	Webb Road	McGinnis Ferry Road	0.56
Mountain Road	Hopewell Road	Freemanville Road	1.64
New Bullpen Road	Birmingham Highway	Cherokee County Line	0.78
New Providence Road	Birmingham Highway	Arnold Mill Road	3.58
Phillips Road	Hopewell Road	Mountain Road	0.60
Providence Road	Birmingham Highway	Freemanville Road	0.67
Providence Road	Freemanville Road	Bethany Road	0.98
Providence Road	Bethany Bend	Alpharetta City Limits	1.29
Ranchette Road	Arnold Mill Road	Providence Road	0.60
Redd Road	Hopewell Road	Freemanville Road	1.11
Taylor Road	Batesville Road	Birmingham Highway	1.47
Thompson Road	Hopewell Road	Redd Road	2.40
Thompson Road	Hopewell Road	Francis Road	1.86
Webb Road	Alpharetta City Limits	Cogburn/Windward	0.08
Webb Road	Cogburn/Windward	SR9 Cumming Hwy.	0.46
Webb Road	SR9 Cumming Hwy.	Deerfield Pkwy.	0.40
Webb Road	Deerfield Pkwy.	Morris Rd.	0.26

Total Mileage Paved Roads 62.57

Table 3.5.2. Gravel Roads

ROAD NAME	FROM	TO	LENGTH IN MILES
Black Oak Rd.	Hopewell Road	Dead end	0.28
Brittle Road	Redd Road	Haygood Road	0.78
Burgess Circle	Hopewell Road	Thompson Road	0.04
Burgess Drive	Burgess Circle	Dead End	0.35
Christophers Run	Thompson Rd.	Dead End	0.41
Clarity Rd.	Hickory Flat Rd.	Cherokee Co. Line	0.36
Cowart Rd.	Summit Rd.	Dead End	0.07
Darby Rd.	Hickory Flat Rd.	Rowe Rd.	0.55
Day Rd.	Birmingham Rd.	Dead End	0.10
Holly Rd.	SR140	Dead End	0.29
King Circle	King Rd.	Dead end	0.36
Knox Hill Drive	Birmingham Hwy. (SR 372)	Dead End	0.25
Lacky Rd	SR9	City of Roswell	0.53
Land Rd.	Hopewell Road	Longstreet Rd	0.34
Landrum Road	Freemanville Road	Birmingham Hwy. (SR. 372)	0.57
Lively Road	Longstreet Road	Forsyth County Line	0.18
Louis Rd.	Freemanville Road	Dead End	0.13
Nix Road	Freemanville Road	Birmingham Hwy. (SR. 372)	0.92
Old Cogburn Road	Cogburn Road	Dead End	0.16
Old Dorris Rd.	Birmingham Hwy. (SR 372)	Dead End	0.10
Old Hendereson Rd.	Henderson Rd.	Henderson Rd.	0.30
Old Holly Rd.	SR 140	Dead End	0.10
Phillips Circle	Freemanville Road	Freemanville Road	0.71
Rowe Rd.	Hickory Flat Rd.	Dead End	0.70

Simmon Hill Road	Birmingham Hwy. (SR 372)	Dead End	0.14
Springs Falls Rd.	Birmingham Hwy. (SR 372)	Dead End	0.13
Summit Road	Brittle Road	Freemanville Road	0.82
Sweet Apple Rd.	SR9	Ebenezer Rd.	0.46
Westbrook Road	Mountain Road	Cherokee Co. Line	0.25
Westbrook Road	Mountain Road	Hopewell Road	1.30
Wood Road	Phillips Circle	Birmingham Hwy. (SR 372)	1.42
Total Mileage Gravel Roads			13.10

W. ADDITIONAL WORK REQUESTED BY THE CITY:

It is also the Contractor's responsibility to notify the City of Milton of any additional work items performed to ensure they do not exceed the frequencies specified in the bid Periodically throughout the contract, the landscape Contractor maybe requested to provide additional services or work

Additional Services may include:

- a. Miscellaneous landscape repair, maintenance, new plantings, or special projects.
- b. When additional work is requested by the City, any such work must be approved in writing by the City before it is begun by the Contractor. The work will be assigned by task order.
- c. The Contractor shall provide with his proposal to complete the work
 - i. Photographs and or plans of the proposed work prior to beginning the work along with the location within the project area.
 - ii. A brief description of the nature of the work, a list of materials used, along with an estimate of total cost, including number of man-hours, man-hour rate, and unit cost per item for materials required to perform the service, (i.e., plants, pine straw, turf, and/or other subcontractor proposals).
 - iii. Should the parties agree to amend this agreement for the installation of new landscaping material, the Contractor shall warranty that newly installed plants will survive for 24 months after date of final acceptance, or Contractor will replace at no charge to the Owner. This warranty extends for 24 months after installation to plants which are installed to replace warranted plants.
 - iv. Plants installed under warranty that show some damage at the end of warranty period, maybe replaced at the Owner/Owner Representatives direction. The damage to the plant material shall be determined by the Owner/ Owners Representative to either accept or direct the Contractor to replace the plant material
 - v. The Contractor shall include all watering needs to maintain healthy plant material for the duration of the warranty with their proposal

- d. The Contractor shall invoice for the additional work within seven (7) business days of completion and shall provide the Owner photographs of the completed work.

PROSECUTION AND PROGRESS

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. 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 Sunday or national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

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.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

All slopes and shoulders shall be matted and grassed once final grade is reached.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change.

Call "811 Know what's below Call before you dig." Locate, maintain, and protect existing

utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so 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 are 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.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT 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.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mailboxes and supports, water meters, 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/she 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 he/she shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

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. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the Contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

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 site. The Contractor shall comply with all OSHA regulations as they pertain to this project.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 25-PW02 BID SCHEDULE ~ page 1 of 3

Description	Quantity	Cost Per	Total
Monthly Right of Way Mowing	8		
Hopewell Francis Cogburn Roundabout	28		
Hopewell Francis Cogburn Winter Season	7		
Hopewell Birmingham Cutting Season	28		
Hopewell Birmingham Winter Service	7		
Providence SR372 New Providence Roundabout	28		
Providence SR372 New Providence Winter service	7		
Providence Freemanville Roundabout	28		
Providence Freemanville Winter Service	7		
Hamby Hopewell Roundabout	28		
Hamby Hopewell Winter Service	7		
Thompson Hopewell Roundabout	28		
Thompson Hopewell Winter Service	7		
Crabapple Heritage Roundabout	28		
Crabapple Heritge Roundabout Winter Service	7		
Charlotte Mayfield Heritage Roundabout	28		
Charlotte Mayfield Heritage Roundabout Winter Service	7		
SR372 Heritage Roundabout	28		
SR372 Heritage Roundabout Winter Service	7		

Bethany Bend Bethany Creek Roundabout	28		
Bethany Bend Bethany Creek Winter Service	7		
Hopewell Bethnay Bend Roundabout	28		
Hopewell Bethany Bend Winter Service	7		
Hopewell Bethany Bend Roundabout Storm Pond Mow	2		
Freemanville Birmingham Roundabout	28		
Freemanville Birmingham Winter Service	7		
Cogburn Road Median	28		
Cogburn Road Winter Season	7		
Heritage Walk Median	28		
Heritage Walk Winter Season	7		
Deerfield Pkwy (Webb Road- SR9)	28		
Deerfield Pkwy Winter Season	7		
Pine Straw Roundabout Beds Spring/Fall	200		
Pine Straw Median Beds Spring/Fall	200		
		Total:	

Total Cost: _____

Print Total Cost in Words: _____

Annual Escalator Percentage, if any: _____

ITB 25-PW02 BID SCHEDULE ~ page 2 of 3

Supplemental Costs:

Item	Cost	Unit
Additional Right of Way Mowing		Per Mile
Additional Right of Way Mowing		Per Less than 1/2 Mile
Additional Vertical Mowing		Per Mile
Additional Right of Way Trash and Litter Pickup (Entire Mowing Area)		Per Additional

* Some areas may require ROW mowing with a total area ranging from 150 ft to less than ½ mile. The pricing ranges above are listed to address those applicable areas.

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 NAME & 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
ENGINEER

Delete as written and substitute the 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, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following paragraph:
"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 CONTRACT BONDS

Delete in its entirety and substitute the following:

“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 EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“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 25-PW02**

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 25-PW02

Questions and **Answers**

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

1. Will Landscape Maps be provided ~ *The Contractor will be provided maps as needed.*
2. Who is the current contractor and how much is the current contract ~ *the current contract is with Ashford Gardeners and the cost for routine maintenance is \$240,545.00 with \$100,000.00 allowance for Supplemental Work Orders which results in a Maximum Contract Price during each term of \$340,545.00.*
3. Can you provide some clarification on the frequency of work? Section S states the frequency is 35 times/year for mowing of ROW and Section U. states that mowing will take place on 8 cycles from April 1- April 20 and so on. Pricing sheet is asking for cost per cycle. Is the intent to mow entire ROW every week or mow all the ROW's once during a cycle? ~ *ROW will only be mowed once during the cycle. The increased visits is for Roundabouts and medians.*
4. Are there any maps indicating where seasonal color is located? ~ *No*
5. With regard to the roundabouts listed in the bid schedule, is it just the center island or do any of these include corners? ~ *For Roundabout mowing and landscape, the Contractor would be responsible for approaches of the roundabout that is not currently being maintained by homeowners and HOA's. You normally follow the ending of the curb and gutter as the ending point. (Example Below)*



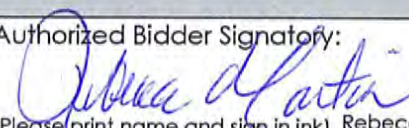
6. Are the medians on Deerfield from Webb Rd to Morris Rd part of the scope of work (seasonal beds, tree pruning and grass)? ~ *No. The City has the medians from State Route 9 to Webb Road.*
7. Are the medians on Morris Rd part of the scope of work? ~ *No*
8. Is the grass on the right side of Broadwell going towards Rucker part of the scope of work or does the HOA handle that? ~ *That area is handled by HOA.*
9. Is the seasonal outside of Freedom Park part of the scope of work? ~ *No*
10. Does roundabout service mean the interior circle or the outer right of way and the circle? ~ *See question 5*
11. Does the city prefer using a bush hog or mowers on the right of ways? ~ *The City desires a clean manicured look after mowing. Our previous contractors have used zero turn mowers.*
12. Should mileage be priced at 62.57 miles or 125.14 total to account for both sides of the paved roads' right-of-way? ~ Also, should the gravel roads be priced at 13.10 or 26.20 miles? ~ *62.57 and 13.10 miles, pricing is centerline miles and that includes both sides of the road where not already maintained.*

13. Please confirm if the included turf program (fertilization and pre/post emergence weed herbicides) also applies to all of the ROW service, or is only for the landscaped areas (roundabouts and medians). Same question for insect and disease control, fire ants, tree care, scalping, etc. ~ *Only Roundabouts and Medians.*
14. In the litter specifications part 2 states: "the Landscape Contractor is required to maintain all areas within the work area, this includes removing temporary signs, shopping carts, paper, cans, bottles, sticks, cigarette butts, leaves, and other debris including but not limited to soil and gravel from all lawn, planting, and roadway areas." Will the city allow for a billable initial clean up of all curbs and gutters to remove soil and gravel prior to contract start / or prior to being held to standard on inspections? ~ *The City does quarterly street sweeping in a separate contract. This is more for picking up trash and debris prior to mowing.*
15. (a) For all of the roundabouts and medians, what are the boundaries for each location? ~ *See question 5* (b) Are shoulders included? ~ *Yes, when not maintained by property owners or HOA's* (c) Are concrete "pork-chops" and islands around roundabouts included? ~ *Yes*
16. (a) Please provide the locations for all seasonal color beds in this scope of work, and please provide the map mentioned in item #1. *Maps can be provided to the Contractor before all work begins. The City does not have a lot of seasonal color currently but may add to medians and roundabouts via Task Order with Contractor.* ~ (b) Are the sites irrigated? *No.* If not, how many hand watering frequencies should the service provider include annually? ~ *Watering needs shall be determined by the landscape contractor via task order if needed to keep new plants alive.*
17. (a) Does this specification include any and all debris in the ROW to include items that would require an additional cost to dispose of; such as tires, couches, car parts, etc? ~ (b) If it does, how much cost should a contractor include to cover these additional expenses? ~ (c) Will the city provide a disposal site? ~ *Any large items will be removed by the City's Public Works (PW) Maintenance Contractor. All other trash and debris removed from the city right of way can be disposed of at the Milton PW yard located at 16105 Old Bullpen Road.*
18. Will contractors be permitted to use non-selective herbicides around obstacles in the ROW such as guardrails, fire hydrants, etc to achieve the 2 foot minimum clearance? ~ *No herbicides, string trimming or any other way of trimming to be used.*
19. Please provide a sample report for the weekly and monthly inspections. ~ *Report should show dates when work was completed, and the number of trash bags collected in clean up.*
20. Under Section T - Landscape Installation Specifications, please confirm that this is an additional invoice to the city for any new landscape and sod installation. ~ *The City will issue Task Orders to the Contractor for new installations at new locations and current roundabouts and medians. These are priced outside of the normal monthly scope of work.*

21. Does the two year warranty mentioned under section T part 2. include third party damage, theft, vandalism, and acts of God? ~ *No*
22. Please confirm that the erosion control specifications will be an extra-billable proposal and not included in the monthly billing for this procurement. ~ *Yes, only when needed for additional work task orders.*
23. Please confirm that all asphalt millings and clean up are not associated with this contract. ~ *Carry over from another bid. Not included in this ITB.*
24. Please provide a total number of areas that need twice annual bush hogging / vegetation control and the associated distance that would require this service? ~ *Carry over from an earlier bid, no twice annual bushhogging will be done unless we issue a task order to the Contractor.*
25. Are there any irrigation systems associated with this procurement? If so, should contractors include any services and at what specifications? ~ *No.*
26. On the cost sheet, for pine straw, does the "200" represent the total bales for all the roundabouts? ~ *Yes*
27. Is fertilization/pre-emergents to be priced for the entirety of the ROW to be bid, to include all roundabouts, paved roads and gravel roads? ~ *Roundabouts and Medians*
28. The ROW cycle runs April through October. What happens with the debris and liter pick up in the remaining 4 months? ~ *Contractor shall plan on one ROW trash sweep a month for those 4 months and the costs shall be considered incidental.*
29. In the ITB it refers to "color beds as identified in the landscape maintenance map". Where is the landscape maintenance map? The is not one on the bidnet solicitation page. ~ *Map will be provided to the Contractor during the contract process the color called out on the map is a carry over from a previous bid.*

EXHIBIT “B”



City OF MILTON INVITATION TO BID (THIS IS NOT AN ORDER)	
Bid Number: ITB 25-PW02	Project Name Right of Way Landscape Maintenance
Due Date and Time: January 8, 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: 114	
ISSUING DEPARTMENT INFORMATION	
Issue Date: December 5, 2024	
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 25-PW02 Name of Company or Firm
	Special Instructions: Deadline for Written Questions December 17, 2024 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: Tri Scapes LLC 1595 Peachtree Pkwy Suite 204-396 Cumming GA, 30041	Authorized Bidder Signatory:  (Please print name and sign in ink) Rebecca Martin, CFO
Bidder Phone Number: (770)752-4698	Bidder FAX Number: (770) 752-6792
Bidder Federal I.D. Number: 58-20776150	Bidder E-mail Address: rmartin@triscapes.com
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	



[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 25-PW02
Right of Way Landscape Maintenance**

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 in Task Order(s) issued.

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 5% of total bid 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.

1

Date viewed

12/20/2024

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

Signed, sealed, and dated this Jan day of 8, 2024

Bidder Tri Scapes LLC
Company Name

Bidder Mailing Address:

Tri Scapes, LLC

1595 Peachtree Pkwy Suite 204-396

Cumming GA, 30041

Signature: _____



Print Name: Rebecca Martin

Title: CFO





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

BIDDER (Name and Address):

Tri Scapes, LLC - 220 Curie Drive, Alpharetta, Georgia 30005

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

United States Fire Insurance Company - 305 Madison Avenue, Morristown, New Jersey 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: 01/08/2025

PROJECT (Brief Description Including Location):

ITB 25-PW02 - Right of Way Landscape Maintenance

BOND

BOND NUMBER: Bid Bond

DATE (Not later than Bid due date): 01/03/2025

PENAL SUM: Five Percent of Bid Amount 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

Tri Scapes, LLC

Bidder's Name and Corporate Seal

By: 

Signature and Title: Rebecca Moore, CFO

Attest: 

Signature and Title: Mitzi Chambers, Asst. Secretary

- 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.

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 

Signature and Title: Bradley Mapes - Attorney-in-Fact
(Attach Power of Attorney)

Attest: 

Signature and Title: Thomas Gruenbaum - Witness

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:

Oana Dimulescu; Jodi Jennings; Mario Medina; Bradley Mapes; Shana Kae Meyer; Ryan Norman; Emma J. Bryant; Kelli E. Housworth

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.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

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:

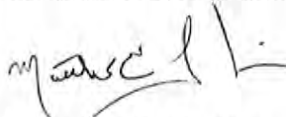
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers 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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



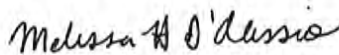
Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, 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.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

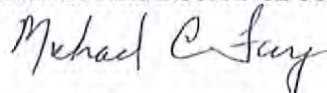


Melissa H. D'Alessio (Notary Public)

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 3rd day of January 2025.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





[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 01/8/2025

Print/Type Name Rebecca Martin

Print/Type Company Name Here Tri Scapes LLC

CORPORATE CERTIFICATE

I, Mitzi Chambers, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Rebecca Martin who signed said bid in behalf of the Contractor, was then (title) CFO 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 Jan day of 8, 2024


(Signature) Mitzi Chambers





[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not X, 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 Landscape Maintenance
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 Jan, 8, 2024 in
Cumming (city), GA (state).

Signature of Authorized Officer or Agent

Rebecca Martin
Printed Name and Title of Authorized Officer or Agent

Rebecca Martin CEO

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE Jan DAY OF 8, 2024.

Michael Chambers
NOTARY PUBLIC Michael Chambers

My Commission Expires:
07/19/2028





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.)

None

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
<u>None</u>	<u></u>
<u></u>	<u></u>

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:

<u></u>	<u></u>
<u></u>	<u></u>



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 25-PW02 BID SCHEDULE ~ page 1 of 3

Description	Quantity	Cost Per	Total
Monthly Right of Way Mowing	8	\$ 12,593.00	\$ 100,744.00
Hopewell Francis Cogburn Roundabout	28	\$ 179.45	\$ 5,024.60
Hopewell Francis Cogburn Winter Season	7	\$ 112.67	\$ 788.69
Hopewell Birmingham Cutting Season	28	\$ 179.45	\$ 5,024.60
Hopewell Birmingham Winter Service	7	\$ 112.67	\$ 788.69
Providence SR372 New Providence Roundabout	28	\$ 179.45	\$ 5,024.60
Providence SR372 New Providence Winter service	7	\$ 112.67	\$ 788.69
Providence Freemanville Roundabout	28	\$ 179.45	\$ 5,024.60
Providence Freemanville Winter Service	7	\$ 112.67	\$ 788.69
Hamby Hopewell Roundabout	28	\$ 179.45	\$ 5,024.60
Hamby Hopewell Winter Service	7	\$ 112.67	\$ 788.69
Thompson Hopewell Roundabout	28	\$ 179.45	\$ 5,024.60
Thompson Hopewell Winter Service	7	\$ 112.67	\$ 788.69
Crabapple Heritage Roundabout	28	\$ 179.45	\$ 5,024.60
Crabapple Heritge Roundabout Winter Service	7	\$ 112.67	\$ 788.69
Charlotte Mayfield Heritage Roundabout	28	\$ 179.45	\$ 5,024.60
Charlotte Mayfield Heritage Roundabout Winter Service	7	\$ 112.67	\$ 788.69
SR372 Heritage Roundabout	28	\$ 179.45	\$ 5,024.60
SR372 Heritage Roundabout Winter Service	7	\$ 112.67	\$ 788.69

Bethany Bend Bethany Creek Roundabout	28	\$ 179.45	\$ 5,024.60
Bethany Bend Bethany Creek Winter Service	7	\$ 112.67	\$ 788.69
Hopewell Bethany Bend Roundabout	28	\$ 179.45	\$ 5,024.60
Hopewell Bethany Bend Winter Service	7	\$ 112.67	\$ 788.69
Hopewell Bethany Bend Roundabout Storm Pond Mow	2	\$ 250.00	\$ 500.00
Freemanville Birmingham Roundabout	28	\$ 179.45	\$ 5,024.60
Freemanville Birmingham Winter Service	7	\$ 112.67	\$ 788.69
Cogburn Road Median	28	\$ 179.45	\$ 5,024.60
Cogburn Road Winter Season	7	\$ 112.67	\$ 788.69
Heritage Walk Median	28	\$ 179.45	\$ 5,024.60
Heritage Walk Winter Season	7	\$ 112.67	\$ 788.69
Deerfield Pkwy (Webb Road- SR9)	28	\$ 179.45	\$ 5,024.60
Deerfield Pkwy Winter Season	7	\$ 112.67	\$ 788.69
Pine Straw Roundabout Beds Spring/Fall	200	\$ 8.29	\$ 1,658.00
Pine Straw Median Beds Spring/Fall	200	\$ 8.29	\$ 1,658.00
		Total:	\$ 191,759.35

Total Cost: **\$ 191,759.35**

Print Total Cost in Words: **One hundred ninety-one thousand, seven hundred fifty-nine and 35/100 DOLLARS**

Annual Escalator Percentage, if any: **1.5%**

ITB 25-PW02 BID SCHEDULE ~ page 2 of 3

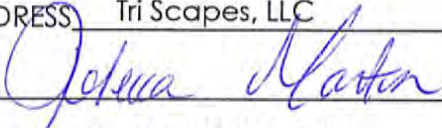
Supplemental Costs:

Item	Cost	Unit
Additional Right of Way Mowing	\$ 285.00	Per Mile
Additional Right of Way Mowing	\$ 140.00	Per Less than 1/2 Mile
Additional Vertical Mowing	\$ 300.00	Per Mile
Additional Right of Way Trash and Litter Pickup (Entire Mowing Area)	\$ 3,000.00	Per Additional

* Some areas may require ROW mowing with a total area ranging from 150 ft to less than ½ mile. The pricing ranges above are listed to address those applicable areas.

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 NAME & ADDRESS Tri Scapes, LLC
AUTHORIZED SIGNATURE 
PRINT / TYPE NAME & TITLE Rebecca Martin, CFO



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 25-PW02**

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: Rebecca Martin

ADDRESS: 1595 Peachtree Parkway, Suite 204-396

CITY: Cumming **STATE:** GA **ZIP:** 30041

PHONE: 770-752-4698 **FAX:** 770-752-6792

EMAIL ADDRESS: rmartin@triscapes.com


Signature
ADDENDUM #1

12/20/2024
Date



References

City of Dunwoody Public Works

Michael Smith, Public Works Director
678-382-6850
michael.smith@dunwoodyga.gov
4800 Ashford Dunwoody Rd NE,
Dunwoody, GA 30338

City of Brookhaven Public Works

Jorge Gomez, Public Works Director
404-637-0670
jorge.gomez@brookhavenga.gov
4362 Peachtree Rd.
Brookhaven, GA 30319

City of Tucker Public Works

Ishri Sankar, Director of Public Works
470-240-6053
isankar@tuckerga.gov
1975 Lakeside Parkway, Suite 350,
Tucker, GA 30084

ROW Mowing

3 crew members for 3 weeks per month. 40 hours each week. 120 man hours per week; 360 man hours per month.

Roundabouts and Medians

- 2 crew members 40 hours per week (80 man hours per week) to complete the required landscape maintenance services for growing season (28) visits for roundabouts and medians.
- 2 crew members 16 hours per week (32 man hours per week) to complete the required landscape maintenance services for non-growing season (7) visits for roundabouts and medians

Licenses

- ✓ Pesticide Licenses: Categories 24, 26, and 27
- ✓ General Contractor License
- ✓ Forsyth County 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2025

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
INSURED Tri Scapes LLC 1595 Peachtree Pkwy Ste 204396 Suite 204-396 Cumming GA 30041-9584	INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company INSURER B: Accident Fund National Ins. Co INSURER C: Homeland Insurance Company of New York INSURER D: INSURER E: INSURER F:
	NAIC # 14060 12305 34452

COVERAGES**CERTIFICATE NUMBER:** Revised24/25 inc 24/25 WC**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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPP2771706	12/01/2024	12/01/2025	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/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 2771709	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP2771712	12/01/2024	12/01/2025	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	N/A	100116821	07/12/2024	07/12/2025	<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	Y	Y	793012294	12/01/2024	12/01/2025	Per Occurrence \$2,000,000 Aggregate \$5,000,000

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

Project: Right of Way Landscape Maintenance

CERTIFICATE HOLDER**CANCELLATION**City of Milton Public Works Department
2006 Heritage Walk

Milton

GA 30004

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

William H. Skelton

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Hh-Triscapes Acquisition Inc	Limited Liability Company, Additional Insured
Hh-Triscapes Intermediate Inc	Limited Liability Company, Additional Insured
M&m Investments LLC	Limited Liability Company, Additional Insured
Qr Martin	Limited Liability Company, Additional Insured



ADDITIONAL REMARKS SCHEDULE

AGENCY PointeNorth Insurance Group, LLC		NAMED INSURED Tri Scapes LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Professional Liability
 Insurer: C
 Policy Period: 12/01/2024 - 12/01/2025
 Policy Number: 793012294
 Limits: \$2,000,000 Per Occurrence
 \$5,000,000 Aggregate

EXHIBIT “C”

See Exhibits “A” and “B”

“EXHIBIT D.1”

PERFORMANCE BOND

Bond No. 612423240

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 One Hundred Ninety-one Thousand, Seven Hundred Fifty-nine, and 35/100 Dollars (\$191,759.35), 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 construction of a project known as Right of Way Landscape Maintenance (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.

CONTRACTOR ("Principal"):

Tri Scares, LLC

By:  (signature)

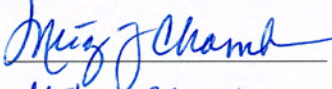
Rebecca Martin (print)

Title: CFO (SEAL)

Date: 03-03-2025



Attest:

 (signature)

Mitz Chambers (print)

Title: Asst. Secretary

Date: 03-03-2025

CONTRACTOR'S SURETY:

United States Fire Insurance Company

By:  (signature)

Ryan Norman (print)

Title: Attorney-in-Fact (SEAL)

Date: 02/19/2025



Attest:

 (signature)

Emma J. Bryant (print)

Title: Witness

Date: 02/19/2025

(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; Bradley Mapes; Shana Kae Meyer; Ryan Norman; Emma J. Bryant; Kelli E. Housworth

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.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, 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.



Melissa H. D'Alessio (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 19th day of February 20 25

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

“EXHIBIT D.2”

PAYMENT BOND

Bond No. 612423240

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 One Hundred Ninety-one Thousand, Seven Hundred Fifty-nine and 35/100 Dollars (\$191,759.35), 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 construction of a project known as Right of Way Landscape Maintenance (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 Contract, 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 Contract, 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 Scares, LLC

By: Rebecca Martin (signature)

Rebecca Martin (printed)

Title: CEO (SEAL)

Date: 03-03-2025



Attest:

Mitzi Chambers (signature)

Mitzi Chambers (printed)

Title: Asst. Secretary

Date: 03-03-2025

CONTRACTOR'S SURETY:

United States Fire Insurance Company

By: Ryan Norman (signature)

Ryan Norman (printed)

Title: Attorney-in-Fact (SEAL)

Date: 02/19/2025

Attest:

Emma J. Bryant (signature)

Emma J. Bryant (printed)

Title: Witness

Date: 02/19/2025



(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; Bradley Mapes; Shana Kae Meyer; Ryan Norman; Emma J. Bryant; Kelli E. Housworth

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.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, 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.



Melissa H. D'Alessio (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 19th day of February 20 25

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

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:

Federal Work Authorization User Identification
Number

Date of Authorization

Tri Scapes, LLC
Name of Contractor

Right of Way Landscape Maintenance
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "F"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User
Identification Number

Date of Authorization

Name of Contractor

Right of Way Landscape Maintenance
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:
