



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: October 28, 2024
Subject: **Contract Amendment with Triscapes for Road and Stormwater Maintenance**

ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for a contract amendment with Triscapes, Inc. for road and stormwater maintenance.

SUMMARY

In August 2022, the City Council approved an annual road and stormwater maintenance contract with Triscapes based on yearly rates established through a competitive bid process by the City of Milton. The contract began in September 2022 and is renewable annually through September 2025. The current annual rate for a four-person crew is \$447,000.

Prior to 2022, the city had one crew for road maintenance and one crew for stormwater maintenance. When the current contract was approved Public Works recommended a one 4-person crew to perform maintenance for both roads and stormwater, while shifting some of the larger repairs to other specialty contractors. For the last 2 years this has resulted in lower maintenance costs while maintaining a low backlog of outstanding work orders. However, in the last few months the backlog has increased, and it has become difficult for one crew to keep up with routine or preventative maintenance type work. Public Works is recommending a contract amendment in the amount of \$325,250 to restore a second crew to meet current workload demands. The second crew would be a three-person crew with the fee prorated based on the contracted amount for a four-person crew.

The total road and stormwater maintenance costs for the remainder of 2024 and for 2025 are expected to remain within budget with this contract amendment. A summary of recent workload and cost history is included in the attached presentation.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for a contract amendment with Triscapes, Inc. to add a 3-person crew for road and stormwater maintenance at an annual rate of \$325,250.



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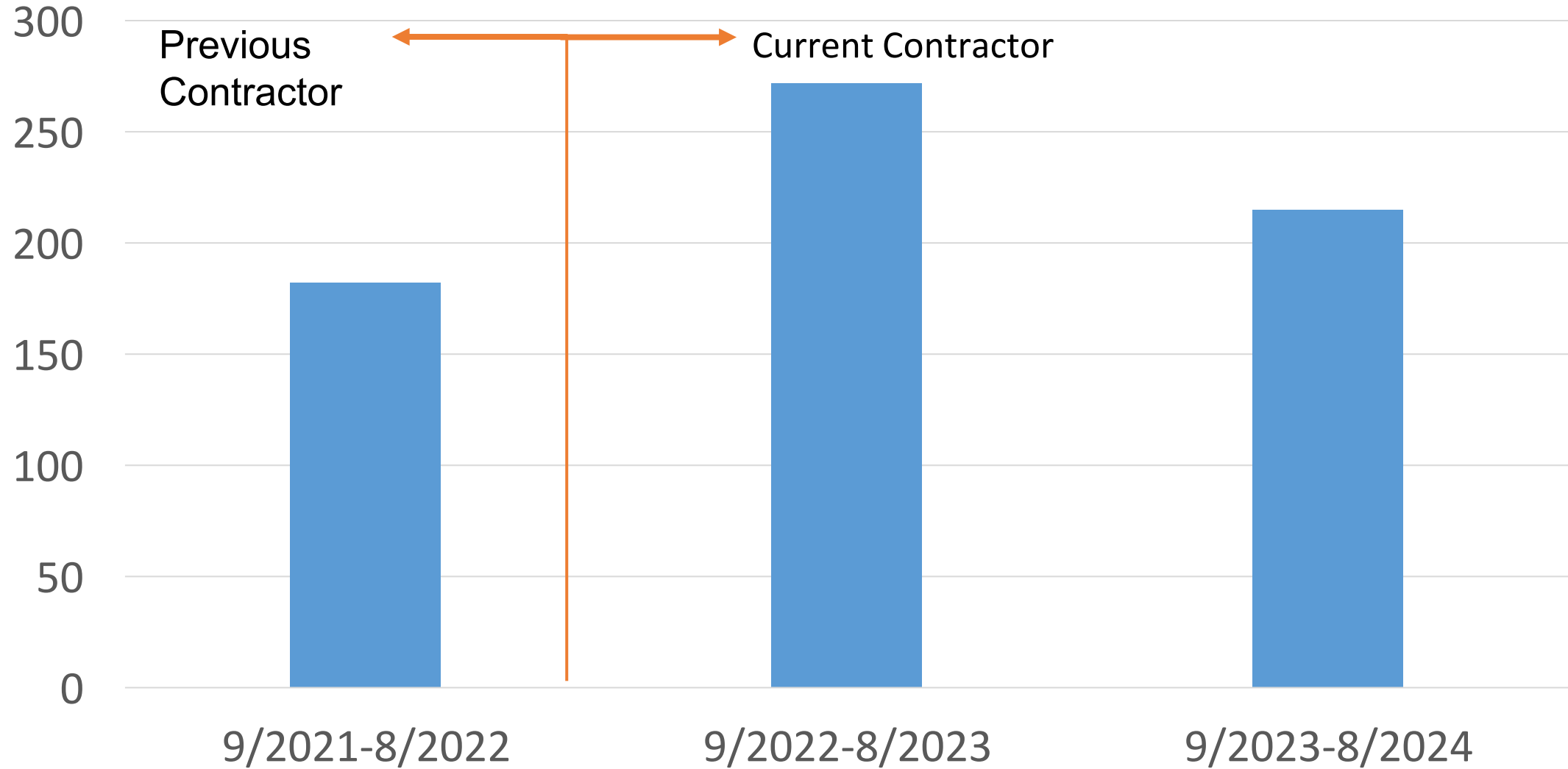
City of Dunwoody Georgia

Road and Stormwater Maintenance Contract

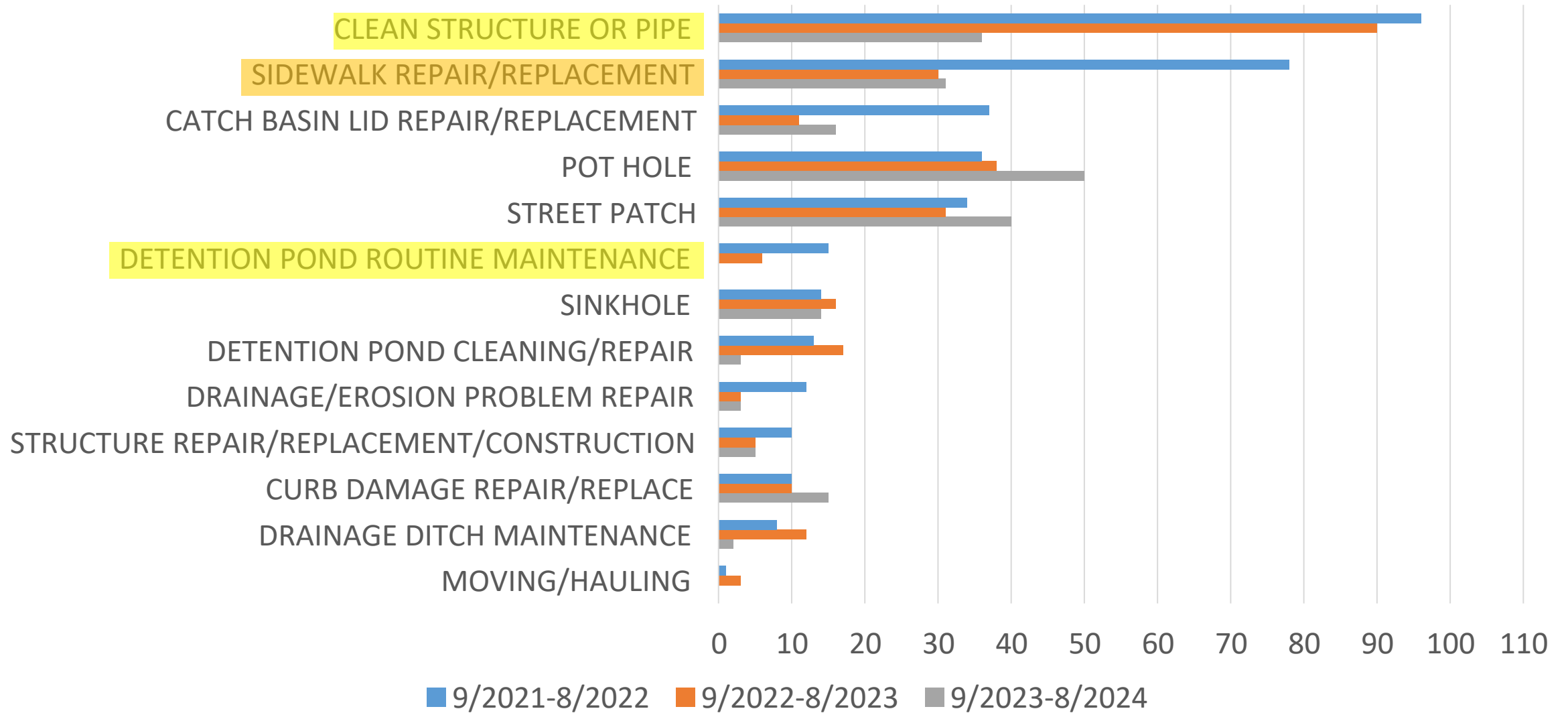
October 2024

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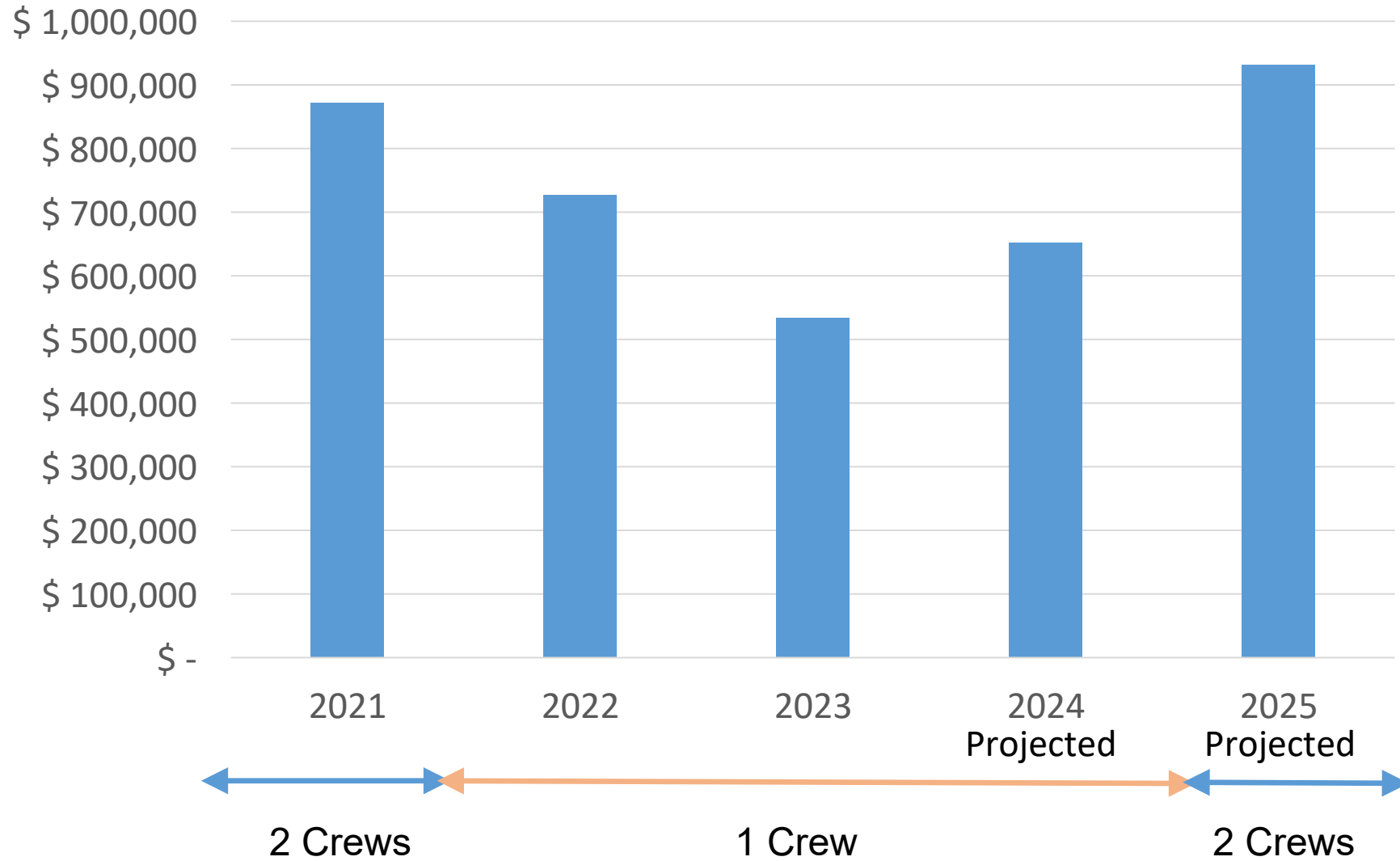
Road and Stormwater Work Orders Completed Per Crew



Road and Stormwater Work Orders Completed By Type



Annual Costs for Routine Road and Stormwater Maintenance





Company Address 1595 Peachtree Parkway
Suite 204-396
Cumming, GA 30041
United States

Created Date 9/18/2024
Quote Number 00008189
Opportunity Owner Braden Ragsdale
Opportunity Owner Email braden@triscapes.com

Reference City of Dunwoody Public Works Second Team

Prepared By Lindy Blount
Email lindy@triscapes.com

Contact Name Michael Smith

Bill To Name City of Dunwoody
Bill To 4800 Ashford Dunwoody Road
Atlanta, GA 30338
United States

Product	Line Item Description	Quantity	UOM
ENH Lump Sum	Second Team: Additional Pricing	1.00	LS
Total Price			\$447,000.00

Proposal Notes

Proposal Notes

The above quote is for an additional maintenance crew for the City of Dunwoody Public Works Department. The annual price, the crew size, and the equipment necessary to perform the scope of work mirror the current contract:

1. Crew Size: 4 additional members
2. Equipment: As outlined in the contract.
3. Rate:
 1. Year 5 pricing

*Tri Scapes will pass material charges through to the City.

**Per original contract, this additional-team agreement expires on September 30, 2027.

***Annual Contract Increases, Years 2025-2026, 2026-2027: Adjusted according to Consumer Price Index (CPI).

*****NOTE: Prices good for 15 Days*****

**MULTI-YEAR CONTRACT
SERVICE PROVIDER CONTRACT
TRI SCAPES, INC.**

This **CONTRACT** made and entered into this 3rd day of October , 2022 by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the "City"), and, Tri Scapes, Inc. (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence on September 15, 2022. The initial term of this Contract shall be through September 30, 2023. On October 1, 2023 and on October 1 of following years, this Contract shall automatically renew for a twelve (12) month term, at the prices applicable to that year specified, unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of the then-current term. This Contract shall automatically renew no more than two (2) times and shall not renew if affirmatively terminated by either Party pursuant to the termination provisions of this Contract.

2. ATTACHMENTS:

Copies of the Service Provider's proposal with the City of Milton, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City of Milton during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and incorporated herein as Exhibit "A." In the event of a conflict between the City's contract documents and the Bid, the Milton's contract documents shall control. The City of Dunwoody is utilizing and piggy backing off the "Standard Contract Public Works Maintenance and Operations Services Agreement" issued and approved by the City of Milton, specifically the Road and Stormwater Maintenance pricing. Exhibit "A"

3. PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

Service Provider warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations, relating to the provision of the services to be provided by Service Provider hereunder or which in any manner affect this Contract which are in effect at the time of the Service Provider's performance thereof. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit "A" is the total obligation

of the City pursuant to O.C.G.A. § 36-60-13(a)(3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid amount shown on Exhibit "A." The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. RELATIONSHIP OF PARTIES:

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

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

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Service Provider under this Contract. The Service Provider shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform services for the City

6. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its Mayor, Council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its Mayor, Council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

7. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

8 TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon thirty (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

9. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

10. TERMINATION OF SERVICES AND RETURN OF PROPERTY:

Upon the expiration or earlier termination of this Contract, the Service Provider shall immediately terminate the services hereunder and shall deliver promptly to the City all property relating to the services that is owned by the City.

11. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, provided that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

12. INSURANCE:

Insurance requirements are attached hereto and incorporated herein as Exhibit "B."

13. IMMUNITY:

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

14. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or its right, title, or interest therein to any person, firm, or corporation without prior consent of the City in writing.

15. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

16. SEVERABILITY:

The parties agree that each provision included in this Contract are separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

17. GOVERNING LAW AND CONSENT TO JURISDICTION:

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

18. MERGER CLAUSE:

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

19. TRAVEL COST REIMBURSEMENT

If travel cost reimbursement is to be a part of this contract then the vendor must comply with the City's Travel Policy.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF DUNWOODY, GEORGIA

By: Lynn P. Deutsch
Lynn P. Deutsch, Mayor
City of Dunwoody, Georgia

ATTEST:

Sharon Lowery
Signature

Sharon Lowery
Print Name
City Clerk/ City of Dunwoody



APPROVED AS TO FORM:

Signature
City of Dunwoody Staff Attorney

SERVICE PROVIDER:

Tri Scapes, Inc.

BY: Rebeka Martin
Signature

Rebeka Martin
Print Name

President / CFO
Title

ATTEST:


Signature

Heidi Roper
Print Name

EXHIBIT "A"
BID DOCUMENTS



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

THIS AGREEMENT is made and entered into this 21st day of September, 2020 (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (hereinafter referred to as the "City"), and Tri Scapes, Inc, a Georgia corporation, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide Public Works maintenance and operations services and stormwater inspections; and

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

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

- Exhibit "A"** – City Solicitation Documents
- Exhibit "B"** – Contractor's Bid Response
- Exhibit "C"** –Pricing Schedules
- Exhibit "D"** – Contractor Affidavit
- Exhibit "E"** – Subcontractor Affidavit
- Exhibit "F"** – Key Personnel
- Exhibit "G.1"** – Performance Bond
- Exhibit "G.2"** – Payment Bond
- Exhibit "H"** – Non-Collusion Affidavit

B. Project Description. Contractor is to provide Public Works Maintenance & Operations Services which include right of way and general maintenance services and stormwater inspections ("Basic Work") described in the Scope of Work attached as **Exhibit "A,"** as well as any additional work requested by the City that is generally associated with the Scope of Work but not specifically required in the Scope, ("Supplemental Services Work"). Unless otherwise stated in **Exhibit "A"** or in an applicable Work Order, the Basic Work and any Supplemental Services Work (together, the "Work"), include all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work or a Work order, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

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

The term of this Agreement ("Term") will be from the Effective Date of October 1, 2020 until September 30, 2021. On October 1, 2021, and on October 1 of each following years, this Agreement shall automatically renew for a twelve (12) month Term, at the prices applicable to that year specified in **Exhibit "C"**, unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of the then-current Term. This Agreement shall automatically renew no more than four (4) times and shall not renew if affirmatively terminated by either Party pursuant to Section VII of this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

Upon mutual written agreement of both Parties, which agreement shall specify at a minimum the applicable pricing for each year, this Agreement may be further extended to automatically renew on an annual basis for two (2) additional years, terminating completely without renewal on September 30, 2027.

II. WORK ORDERS

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

B. Basic Work Orders. Items of Basic Work in need of attention may be identified by the City on an as-needed basis, through Basic Work Orders. Contractor shall suggest Basic Work Orders to the City when it observes any right of way-related condition

in need of maintenance.

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

III. COMPENSATION AND METHOD OF PAYMENT

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

B. Maximum Payment Amount. The maximum amount that will be paid to Contractor for Work performed and reimbursement for costs incurred during any Term shall be \$540,000.00. In order to increase this amount, the Parties must execute a written amendment to this Agreement.

IV. PERFORMANCE REVIEW

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

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

status until two successive months of acceptable performance have elapsed.

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

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

V. COVENANTS OF CONTRACTOR

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

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Work, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor, including as a result of not

meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City.

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

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

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

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

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

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

indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

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

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

Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or

agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

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

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

of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.

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

Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

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

J. Bonds. The Contractor shall provide Performance and Payment bonds on the forms attached hereto as "**Exhibits G.1 and G.2**" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Bonds shall be maintained in the amount of the base price for Right of Way and General Maintenance for the then-applicable year (as shown on "**Exhibit C**"), and shall be renewed annually. If the value of the Contractor's ongoing Work relating to construction services in a given Term exceeds the bonded amount then in force, the

bonded amount shall be increased accordingly to meet 100% of the value of the Work relating to construction in that Term. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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

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

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

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

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

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

Contractor agrees that the employee-number category designated below is applicable to Contractor. [DESIGNATE/MARK APPROPRIATE CATEGORY]

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

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

M. Records, Reports and Audits.(1) Records:

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

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

N. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of

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

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

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

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

P. Key Personnel. All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **Exhibit "F"**,

without written approval of City. Contractor recognizes that the composition of this team was instrumental in City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

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

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

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

1. Compliance with Regulations

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

2. Nondiscrimination

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

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

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

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the City, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

5. Sanctions for Noncompliance

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

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

6. Incorporation of Provisions

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

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

VI. COVENANTS OF CITY

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

B. City's Representative. Roddy Motes shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Agreement; provided that delivery of official notice to the City must be made in writing as provided in Section VIII.F below.

VII. TERMINATION

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

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

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

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

E. Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible,

and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

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

VIII. MISCELLANEOUS

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

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

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

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

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

F. Notices.

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work (including Work Orders) shall be exchanged between City's Representative (named above) for City and Contractor's Representative (named above) for Contractor.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

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

NOTICE TO CONTRACTOR shall be sent to:

Tri Scapes, Inc.
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. 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

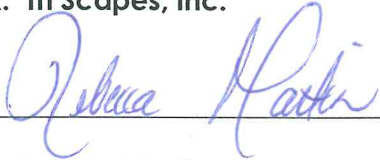
to the period of delay caused by such acts, and all other obligations shall remain intact.

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.

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR: Tri Scapes, Inc.

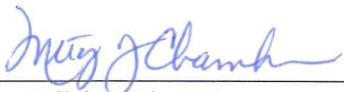
Signature: 

Print Name: Rebecca Martin

Title: President



Attest/Witness:

Signature: 

Print Name: Mitzi J. Chambers

Title: Assistant Corporate Secretary

(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

DocuSigned by: 

By: Joe Lockwood, Mayor

[CITY SEAL]

Attest:

Signature: 

Print Name: Sudie Gordon

Title: City Clerk

Approved as to form:

Sam vanVolkenburgh, September 2, 2020

City Attorney

EXHIBIT "A"

	<h2 style="margin: 0;">CITY OF MILTON</h2> <h1 style="margin: 0;">INVITATION TO BID</h1> <p style="margin: 0;">(THIS IS NOT AN ORDER)</p>
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Bid Number: 20-PW16	Project Name: Public Works Maintenance & Operations Services
Due Date and Time: August 20, 2020 Local Time: 2:00 p.m.	Number of Pages: 117

ISSUING DEPARTMENT INFORMATION	
Issue Date: July 23, 2020	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.cityofmiltonga.us

INSTRUCTIONS TO BIDDERS	
<p>Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.cityofmiltonga.us</p> <p>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.</p>	<p>Mark Face of Envelope/Package: Bid Number: 20-PW16 Name of Company or Firm</p> <hr/> <p>Special Instructions: Deadline for Written Questions August 5, 2020 at 5:00 p.m.</p> <p>Submit questions online via the BidNet Direct procurement portal at www.cityofmiltonga.us</p>

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

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

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DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

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

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: 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 20-PW16

The City of Milton is accepting sealed bids from qualified firms for the Public Works Maintenance & Operations Services 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 August 20, 2020**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.cityofmiltonga.us.

At approximately 2:30 PM 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.

***Pending updates relating to COVID-19 the City may conduct the bid opening via a virtual meeting. Responding bidders will be emailed a meeting link should the need to hold this type meeting arise. Any other interested members of the public may attend.*

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

Questions must be also be submitted online in the same manner listed above for bids. **Deadline for questions is August 5, 2020 at 5:00 p.m.** Official answers to questions and potential change (Addendums) to the ITB (Addendums) will be posted at the same web locations as the ITB on or *about August 10, 2020*. 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 (20-PW16) and bid name (Public Works Maintenance & Operations Services) when requesting information.

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

whichever is in the best interest of the City of Milton.

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

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	<u>July 23, 2020</u>
Deadline for Receipt of Written Questions	5 PM on <u>August 5, 2020</u>
Posting of Written Answers by City to Websites on or about	<u>August 10, 2020</u>
ITB DUE	No Later than 2:00 PM on <u>August 20, 2020</u>
Tentative Contract Award (on/about)	September 9, 2020
Notice to Proceed (on/about)	<i>To be coordinated with the Contractor</i>

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.cityofmiltonga.us>) 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)	13-14
3	Bid Bond (3 pages)	15-17
4	Qualifications Signature and Certification	18
5	List of Subcontractors	19
6	Contractor Affidavit and Agreement (eVerify)	20
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INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a lump sum price “purchasing contract” with one firm to be the primary supplier of the Public Works Maintenance & Operations Services, ITB 20-PW16.

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 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 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 20-PW16
Public Works Maintenance & Operations Services**

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

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

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

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

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

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

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

Public Works Maintenance & Operations
Services
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on _____, __, 201__ 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 _____, 201__.

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:

PUBLIC WORKS OPERATIONAL SERVICES

PROJECT SCOPE

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

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

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

Work under this contract will commence on or about October 1, 2020.

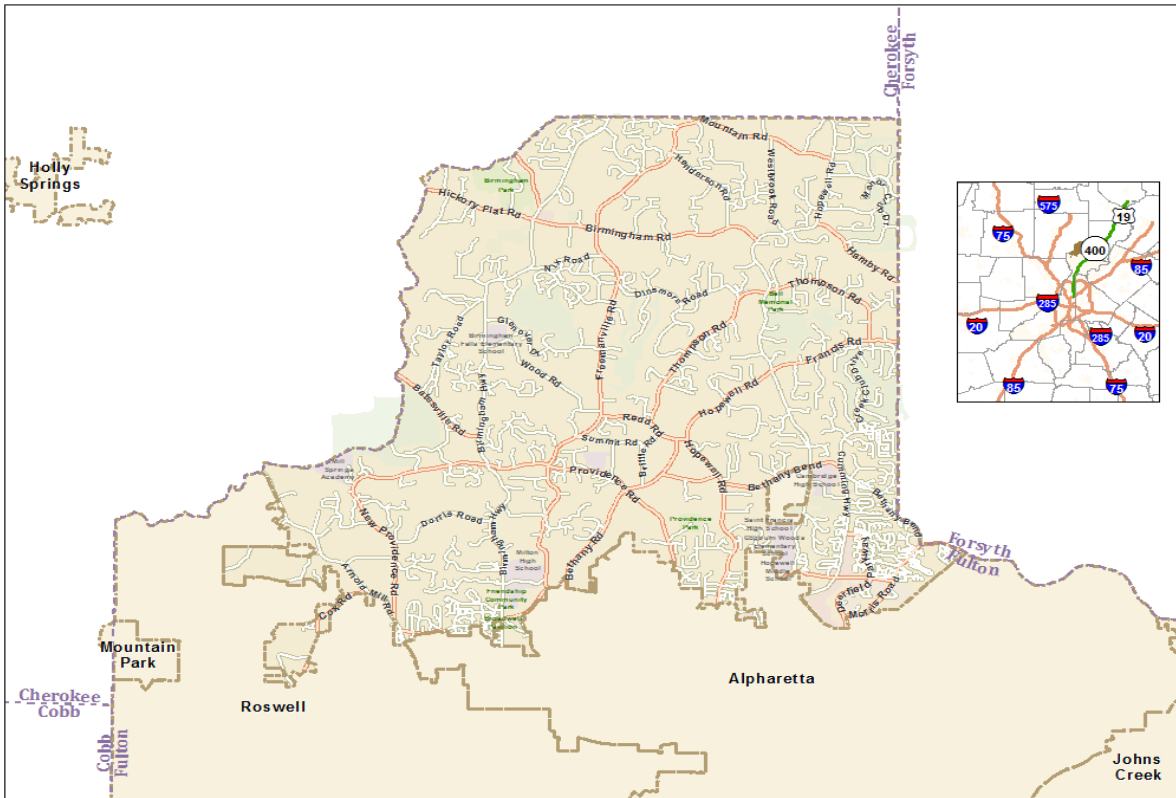


Figure 1 – City Limits

EXPERIENCE AND CAPABILITY

Must be included in bid response.

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

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

GENERAL CONDITIONS

1. The City currently maintains a Public Works yard adjacent to the Birmingham Park behind Fire Station #43 located at 750 Hickory Flat Road. The area is not secured but may be utilized by the Contractor for the storage of equipment and materials that are necessary for this contract. Any additional equipment or material not a part of this contract must be approved in advanced by authorized city staff. The City is not responsible for the safety and security of any equipment or material stored at this location.
2. This City has permit with the State of Georgia to operate and maintain the City's stormwater infrastructure. Included in this permit is Storm Water Management Program (SWMP) under the General NPDES Permit No. GAR610000 for Small Municipal Separate Storm Sewer Systems (MS4). (available on the City's website). It is critical the City operate and maintain the MS4 in accordance with the plan and permit to include inspecting the complete and entire system of approximately 4,900 structures every five (5) years and provide regular and routine maintenance activity to support the permit.
3. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project.

4. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
5. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City and in compliance with all Federal, State, City of Milton regulations and OSHA rules and regulations.
6. Contractor's personnel shall possess valid driver's license at all times during the term of this contract. Immediately upon request, Contractor and employees assigned to this contract must present driver's licenses to City personnel.
7. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.
8. The Contractor will provide all field employees with identifiable uniforms and appropriate safety equipment while performing services outlined. All workers in the public right of way shall wear personal protection equipment to include safety vests. Safety vests shall meet ANSI 107-1999 (Class 2) standard and shall be worn at all times during the performance of this contract.
9. In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word "days" means business days (excluding City holidays), and when referring to a period of time of more than ten (10) days means calendar days.

10. Contractor shall have a complete and thorough knowledge of the Manual for Uniform Traffic Control Devices (MUTCD). All traffic control shall be in accordance with the MUTCD. Employee safety and the establishment of work zones is the responsibility of the Contractor.
11. Attached and part of this bid is a cumulative total of the volume of work order activities within the scope of this contract from February 2017 to June 2020. The volume of work activities will vary and are to only be considered an estimate.
12. All work performed under the scope of this contract shall be on City owned property, City owned right-of-way, State of Georgia right-of-way, or property protected by easements exclusively identified for the work intended.
13. Contractor shall provide a 30 cubic yard dumpster to be maintained at the Public Works yard. The City shall pay fees associated with dumping only. To be reimbursed by the City, the Contractor shall include landfill tickets to verify disposal.
14. Contractor is responsible for utility locates prior to digging in accordance with the Georgia Dig Law.
15. The City will monitor the Contractor's performance throughout the term of this contract for quality assurance and quality control. Contractor is expected to meet the Priority Schedules noted on the work orders. Each month the total number of completed work orders will be reviewed to evaluate Contractor's performance. Variances that exceed from the Priority Schedule will be documented as a violation of the terms of this contract.
16. The Contractor shall provide a communication link to include (Voice, Text, and Email) for all its employees assigned to this contract and to provide communication between the project manager and the city representative. This contact information will be provided to the city representative.
17. Contractor shall incorporate and adopt the City's work order system. The Contractor shall provide devices that use either Android or Apple iOS

operating system with internet access in the field. The City will provide the Contractor with a link to download and install the HiperWeb work order and asset management system. The Contractor shall utilize the app for day-to-day activities assigned by the City. Work orders shall be closed as soon as practical to avoid disruption in payment. Activities shall include, but may not be limited to, the following:

- a. Create work request
 - b. View all assigned work orders
 - c. Complete work orders in the field
 - d. Document into each work order the total manhours to complete the work order
 - e. Take before and after photos
 - f. Record inspection results
 - g. View work history
 - h. Collect asset information at the City's request
18. The Contractor shall provide sufficient experienced personnel to perform tasks as described in the following Sections, five (5) days per week and sufficient personnel during emergency services operations, as defined herein. It is anticipated that the Contractor should provide staffing at a minimum of four (4) full time equivalents with the ability to work at multiple locations simultaneously to perform the requirements outlined. In addition, Contractor must provide a Project Manager as described below. Normal work hours are defined as Mon-Fri, 8am-5pm, unless otherwise specified in a written agreement. Travel to and from the City will not be considered as normal work hours or as a separate pay item. All services shall be performed in accordance with the following **Priority Schedule** and noted on each work order:
- a. Priority 1: Emergency - 100% of requests will be responded to immediately, if possible, but not to exceed 2 hours. Once begun, work will continue until complete, the emergency is terminated, or the priority is downgraded.
 - b. Priority 2: Requests to be completed within 24 hrs.
 - c. Priority 3: Request to be completed within 3 business days.
 - d. Priority 4: Request will be completed within 20 calendar days. Number

of days required for completion will be posted on work order.

- e. Priority 5: Will be scheduled to maximize materials and efficiency.
19. Contractor shall appoint a Project Manager to attend weekly staff meetings. The Project Manager will be held responsible for quality control of the Contractor's work force. The City will run random Q/C checks on work order completion quality. Any work order that has not been completed or deemed unacceptable to the City shall be rejected by the City and shall not be closed until completed to the satisfaction of the City.
 20. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or if their actions and demeanor have failed to display the character and professionalism required by the City.
 21. The City reserves the right to run background checks on any employees assigned to this project in the completion of the scope.
 22. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
 23. The Project Manager shall provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
 24. In the event the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

25. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
26. **Supplemental Services:** New and unforeseen work, generally associated with the scope of services outlined in this document but not specifically, will be classified as extra work when determined by the City that such work is not considered part of the routine maintenance as specified in this scope. Supplemental Services shall not cause or direct any resources so as to impact the delivery and work order Priority Schedule for routine work as outlined further. Unit pricing for various supplemental work is included in this contract and shown on the Compensation Schedule herein. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal and schedule for such work to the City. Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin work within ten (10) working days or as agreed to between the Contractor and the City.

RIGHT OF WAY AND GENERAL MAINTENANCE

A. General Conditions:

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

assigned to the City at that time. Materials and equipment that are not specifically required as part of this scope may be acquired separately by the City.

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

- iii. All Staff must be a certified flagger through the National Safety Council.

B. Roadway Maintenance:

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

- a. Vegetation trimming: Work orders may include the trimming of trees and brush that are up to 20-feet in height and 6-inches in caliper for safety and sight distance requirements. This work may require the use of a man lift bucket truck. Where a bucket truck is requested for these services, the Contractor shall provide the equipment with a qualified operator and disposal of material at the unit cost in the bid schedule. The bucket truck must be available upon request within three (3) business days unless noted otherwise. In some cases, trimming work may require immediate attention and be assigned Priority 1 or Priority 2. Contractor must respond accordingly.
- b. Tree trimming: Possess the ability to trim foliage around street lighting, traffic signals or other tall structures within the right-of-way. This work may require the use of a man lift bucket truck. Where a bucket truck is requested for these services the Contractor shall provide the equipment with a qualified operator and disposal of material at the unit cost in the bid schedule. The bucket truck must be available upon request within three (3) business days.
- c. Tree Removal: Contractor shall have the manpower and equipment necessary to remove downed trees in the following manner:
 - i. Up to a 24" dbh tree that has fallen in the right of way. Contractor shall remove and dispose of the entire tree,
 - ii. Up to a 42" dbh tree the Contractor shall have the ability to remove the tree and debris from the travel lane in a sufficient manner to reopen a road. Contractor may utilize a specialty tree removal contractor to dispose of the tree with the additional fee being paid by the City as a pass-through cost,

- iii. Trees over 42" dbh may be handled by a specialty tree removal service hired by the Contractor. Contractor shall make every effort to remove limbs and debris from the right of way but may utilize a specialty tree removal contractor to assist in the removal and to dispose of the tree with the additional fee being paid by the City as a pass-through cost.
- d. Gravel Roads: The City hires part time staff to re-shape and re-grade gravel roads on a routine regular schedule. On occasion and typically following heavy rains, gravel roads will need repair work to fill washouts, apply stone and establish roadside ditches. When this type of work is needed in between the routine regular schedule, a work order will be issued for the Contractor to schedule and repair.
- e. Pothole Repair:
 - a. The City provides an asphalt cold mix for Contractor.
 - b. Repair work as follows:
 - i. Remove all loose debris from pothole and surrounding area,
 - ii. Remove excess water from within the pothole,
 - iii. Place cold mix in hole. For every hole deeper than two (2) inches, cold mix must be applied in two (2) inch layers. Each two-inch layer must be compacted using a hand tamp before applying additional layers,
 - iv. Place mix with a crown in center at a height 25% higher than the total depth of the pothole. Using a tamp, start in the center and work out toward the edges until thoroughly compacted. Leave a very slight crown. Traffic loading will compact material to surrounding pavement height.
 - v. Spot patch edge of pavement failures, using current industry standards. Some may require a sawing and squaring and/or boxing out shoulder where failure started. Edge repairs should not hold water when repair has been completed.

- f. Repair Sidewalk/Curb and Gutter in accordance with the following:
Contractor shall possess the ability to repair sidewalk segments, including brick pavers, curb and gutter, catch basin lids, etc. as directed by the City. Brick Paver repair will consist of leveling to remove trip hazards and low spots. Contractor shall be prepared to demo, haul off and replace sub base when necessary. City may purchase the materials through the Contractor or may purchase them separately. City retains the right to request supplemental pricing for sidewalk/curb and gutter repairs from other contractors.
- g. Removal and proper disposal of animal carcasses from the right-of-way.
- h. Removal and proper disposal of trash and debris within the right-of-way.
- i. Special Event support: The Contractor will be required to provide assistance in setting up traffic control, set up and take down of event equipment, trash and debris control during the event for approximately fifteen (15) events per year.
- i. The largest event the City conducts is the Crabapple Festival which occurs the first Saturday in October and hosts approximately 10,000-20,000 people. The Public Works Department is expected to establish all road closures and detour routes in the week preceding the event. During the event the Contractor would be expected to provide manpower to ensure the festival limits remain free and clear of all trash and debris. At the conclusion of the event the Contractor will be expected to assist the City in the removal of all traffic control devices from the right of way and final clean-up of the event area.
 - ii. The City provides all the traffic control equipment for this event. The Contractor will be expected to be able to transport and set up all traffic control equipment in the event area.
 - iii. The second major event is the Mayor's 5K which occurs in February every year and hosts approximately 500 runners. Staffing is generally required between 5am and 11am and the City provides all the traffic control equipment for this event. The Contractor would be expected to provide assistance with traffic control as well as clean

up from the event.

- iv. The remaining events involve basic transport of event materials (i.e. minor traffic control, portable trash cans, podiums, etc.) trash pick-up during the event and clean-up after the event with an average event duration of four (4) hours. The City provides all materials for these events.

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

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

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

ability to custom make tops based on dimensions on-site. City may purchase the materials through the Contractor or may purchase them separately. City retains the right to request supplemental pricing for storm drain repairs from other contractors.

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

D. Signage and Pavement Marking:

1. General

- a. The City of Milton sign maintenance program will consist of, but may not be limited to, the following:
 - i. Sign Installation
 - ii. Sign Cleaning
 - iii. Sign Removal
 - iv. Sign Replacement
 - v. Trimming foliage around signs
- b. Before removal or placement of a signpost, Contractor will obtain all utility locates as required by and in accordance with Georgia Dig Law.
- c. Foliage trimmed away from around all signs shall be properly disposed of in accordance with local, state and federal regulations. Discarding in the right of way is not acceptable.

2. Materials

- a. Contractor shall provide all nuts, bolts, washers, tools and other equipment necessary to install signs to post and post to sleeve.
- b. City shall provide all signs, posts and sleeves.

3. Pavement Marking

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

E. Trail Maintenance and Repair:

The City of Milton will be constructing approximately 4,000 feet of decomposed granite or crushed stone trail in and around the city. A trail should be in service before the end of 2020 at the former Milton Country Club property off the Dinsmore Road. Additional granite/stone trails are proposed in future years. Occasionally the trail will require maintenance such as repairing a washout or re-grading. Included and as a part of this contract, the Contractor will be required to perform maintenance upon request by the City through the work order process. Work will be based upon and invoiced in accordance with the unit cost in the bid schedule. The City will purchase the stone as needed. All invoicing for Trail Maintenance and Repair must be shown separately.

F. Emergency Services:

Contractor is expected to participate in the City of Milton's emergency response program and will be considered as Priority 1 and responded to immediately. Once begun, work will continue until complete, the emergency is terminated, or the priority is downgraded.

- a. After hour call outs: Contractor shall provide on-call emergency support to the City with any mission critical repairs at all hours outside of normal work hours, 7 days per week, 365 days per year with a response time no greater than two (2) hours. These support services shall include but not limited to assistance with traffic control/detours, debris removal, tree removal, winter storm preparation/snow removal, general labor related issues etc. This work is not to be considered supplemental work and therefore not paid separately.
- b. Initial road clearing operations: The Contractor shall provide as a part of this contract immediate response to clear roadways from debris for no more than sixteen (16) consecutive hours. Any work beyond 16

consecutive hours will be initiated by Task Order only based upon the hourly rates included in the Supplemental unit pricing in the bid schedule. The purpose of this work is to support City staff using general labor and equipment to open travel lanes to vehicular traffic from trees and other debris immediately following a storm event. Debris should be pushed to the opposite side of the road from overhead power lines away from utilities. Routes, if necessary, will be provided by the City. Contractor shall provide equipment to include transportation, use of chainsaws and skid steer loader(s).

- c. Winter snow/ice removal: The Contractor shall provide as a part of this contract immediate response to remove ice/snow from the roadways. Work will include immediate manpower and equipment necessary to operate spreader(s) during winter operations and with ¾ ton four-wheel drive trucks with snowplows for no more than twelve (12) consecutive hours. Any work beyond 12 consecutive hours will be initiated by Task Order only based upon the hourly rates included in this proposal. Contractor shall provide any and all equipment as listed in this contract.
- d. Signage: All red series signs that are damaged shall be considered a Priority 2 and replaced within two (2) hours of notification.

G. Equipment

- 1. Tools: Contractor shall equip all vehicles and crews with the necessary safety equipment and basic tools to perform the work outlined in this Scope. The basic **tools** should, at a minimum but may not be limited to, the following:
 - a. Wrenches and sockets and other standard tools,
 - b. Shovels, rakes, brooms,
 - c. Hand tamp for pothole repair (walk behind vibratory tamp is acceptable),
 - d. Hedge clippers / Hedge trimmers,
 - e. Weed eaters,
 - f. Tree loppers,
 - g. Post removal equipment,
 - h. Post installation equipment,

- i. Chain saws, blowers
 - j. Contractor grade concrete Level,
 - k. Graffiti removal products
2. Contractor shall provide sufficient equipment and traffic control devices to manage their work zones to accomplish the tasks outlines in this section. Contractor shall also provide sufficient traffic control devices to manage a two-lane road closure for emergency operations. The City shall provide additional traffic control devices for special events and larger operations.
3. Contractor shall provide a vehicle, designed to hold signs in a protected position, while providing adequate storage area for other equipment and debris without harm to the signs. Replacement cost will be covered in full by the Contractor for any sign damaged due to poor transportation to the job site.
4. Equipment: In addition to the basic equipment necessary to fulfill the scope of this contract, at no additional cost unless otherwise noted below, the Contractor shall have available, the following **equipment and operators** for use during normal operating hours and emergency operations:
 - a. 1 full size rubber tire backhoe (Cat 416 or equivalent) with trailer
 - b. 1 Dump Truck type vehicle large enough to pull full size backhoe and haul a 6-cy salt/sand spreader loaded.
 - c. Mid-size skid steer
 - d. Jumping jack tamp
 - e. Concrete/Asphalt Cut-off saw
 - f. ¾ ton four-wheel drive truck with equipped snowplow
5. If a piece of equipment or tool mentioned above is out of service but is needed to complete a pending work order within the schedule provided, then rental equipment is required at the Contractor's expense.

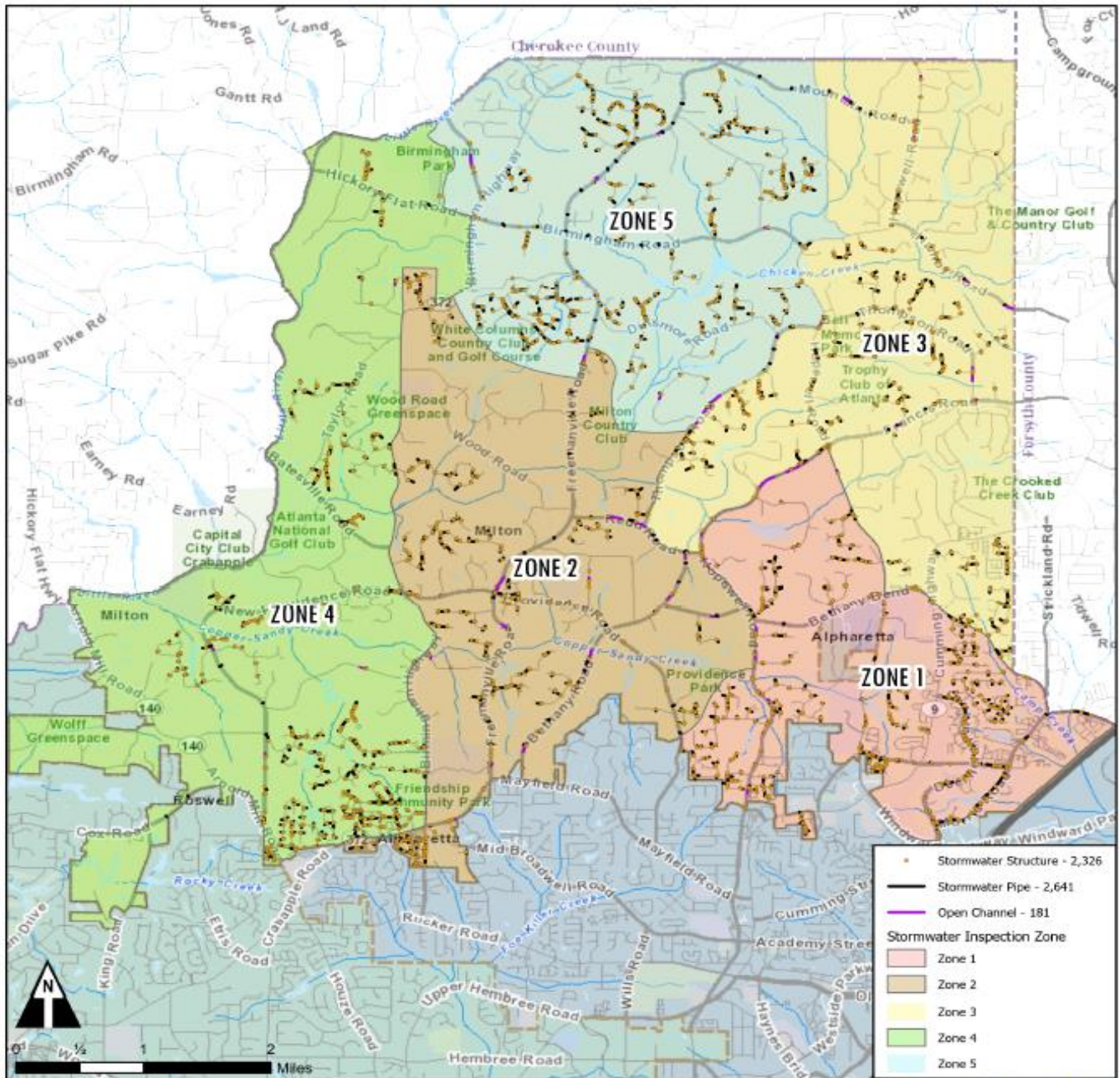
STORMWATER INSPECTIONS

In accordance with the City's stormwater permit, the Contractor shall provide for the following:

- A. Provide complete inspection reports on the City's stormwater infrastructure maintained by the City for NPDES Annual Reports as set forth by the City. This will require one person dedicated to gather data for every stormwater structure per zone, one zone per year. There are approximately 1,000 structures per zone. The zone map is attached and included in this contract. These are visual inspections only. This is an annual program and must be completed by December 1 yearly. This program should take approximately ninety (90) days to complete. A smart phone or electronic tablet is required by the Contractor for this task. The inspection program is loaded on the smart phone or tablet and is menu driven with the intent of providing an inspection program that is both quick and easy. The Contractor will initiate the schedule and provide the electronic device. This is a lump sum cost and not based upon the actual number of inspections completed. Invoicing for the Stormwater Inspections must be shown separately.
- B. It is imperative the Contractor meet the strict schedule as noted above. If it becomes necessary for the City to supplement the Contractor's inspection program in order to meet the deadline, the City will pro-rate the cost based upon the actual number of inspections using the above annual average total of 1,000 structures.

CITY OF MILTON PUBLIC WORKS				
WORK ORDER DATA FROM 2/2017 TO 5/2020				
ACTIVITY	ROADWAY ISSUE	STORMWATER	SIGNAGE/TRAFFIC	EMERGENCY
pothole repair	928			
dead animal	485			
tree removal	178			
EOP-shoulder repair	195			
debris removal	149			
tree maintenance/trimming	92			
trash/debris removal	70			
litter	95			
sight distance issue	37			
pick up trash in ROW	31			
Bridge deck cleaning	30			
cut vegetation in ROW	33			
gravel road spot repair	42			
sidewalk repair	15			
mailbox rut	14			
debris in road	8			
debris removal from sidewalk	10			
damaged curb and gutter	9			
broken curb	4			
remove limbs on ROW	12			
stormwater debris removal		68		
clogged drain pipe/culvert		48		
catch basin broken lid		21		
catch basin-clean throat		29		
curb/gutter repair		13		
ditch maintenance		21		
clogged storm drain		27		
clean cross drain pipe		14		
erosion complaint		4		
repair pipe/culvert		3		
broken manhole cover		2		
install rip rap		1		
Re-install sign/post			454	
sign clean			82	
barricades needed			22	
road closure			4	

install hot tape			2	
snow and ice removal				10
after hour call out				3
	2437	251	564	13



•	Stormwater Structure - 2,326
—	Stormwater Pipe - 2,641
—	Open Channel - 181
Stormwater Inspection Zone	
Zone 1	Zone 2
Zone 3	Zone 4
Zone 5	

Milton MS4 Inventory

Combined Inventory



Map created by City of Milton,
Information Services Department:
GIS Division on Tuesday, February 4, 2020





**CITY OF MILTON, FULTON COUNTY, GEORGIA
PUBLIC WORKS SERVICES
COMPENSATION SCHEDULE ~ **MUST BE RETURNED WITH BID****

ITEM	Year 1	Year 2	Year 3	Year 4	Year 5	5 YEAR NOT TO EXCEED TOTALS
Right of Way & General Maintenance	\$	\$	\$	\$	\$	\$
Stormwater Inspections	\$	\$	\$	\$	\$	\$
TOTALS					5 YEAR TOTAL	\$

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING:

ITEM DESCRIPTION	UNIT	UNIT PRICES
Trail Maintenance and Repair	Linear foot	\$
General Laborer (emergency services)	Hourly	\$
Project Manager (emergency services)	Hourly	\$
Jet/vac Truck and operator	Hourly	\$
Bucket Truck and operator	Hourly	\$
Self-Load knuckle boom truck w/dump body and operator	Hourly	\$
Dump truck and operator	Hourly	\$
Skid steer loader and operator	Hourly	\$

NAME/TITLE _____

COMPANY NAME _____

MAILING ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

EMAIL ADDRESS _____



Bid Submittal Form ~ MUST BE RETURNED WITH BID

Public Works Maintenance & Operations Services

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

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

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

GENERAL CONDITIONS

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

SECTION 101

DEFINITION AND TERMS

Section 101.10
BOARD

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

Section 101.14
COMMISSIONER

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

Section 101.16
CONTRACT

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

Section 101.22
DEPARTMENT

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

Section 101.24
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



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 20-PW16**

Upon receipt of documents, please email, fax or mail this page to:

City of Milton
 Attn: Honor Motes, Purchasing Office
 2006 Heritage Walk
 Milton, GA 30004
 Phone: 678-242-2500
 Fax: 678-242-2499
 Email: honor.motes@cityofmiltonga.us

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 20-PW16


Questions and **Answers**

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

1. Page 11 of the ITB references a 100% performance bond of the base bid price for the contract. Is the performance bond renewable annually or will a full 5 year bond for 100% of the value of the bid be required of the contractor? – **This bond can be provided/renewed annually based on the base price of the contract year.**

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

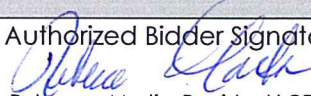
EXHIBIT "B"

	<h2 style="margin: 0;">CITY OF MILTON</h2> <h3 style="margin: 0;">INVITATION TO BID</h3> <p style="margin: 0;">(THIS IS NOT AN ORDER)</p>
---	---

Bid Number: 20-PW16	Project Name: Public Works Maintenance & Operations Services
Due Date and Time: August 20, 2020 Local Time: 2:00 p.m.	Number of Pages: 117

ISSUING DEPARTMENT INFORMATION	
Issue Date: July 23, 2020	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.cityofmiltonga.us

INSTRUCTIONS TO BIDDERS	
<p>Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.cityofmiltonga.us</p> <p>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.</p>	<p>Mark Face of Envelope/Package: Bid Number: 20-PW16 Name of Company or Firm</p> <hr/> <p>Special Instructions: Deadline for Written Questions August 5, 2020 at 5:00 p.m.</p> <p>Submit questions online via the BidNet Direct procurement portal at www.cityofmiltonga.us</p>

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address: Tri Scapes, Inc. 1595 Peachtree Parkway, Suite 204-396 Cumming, Georgia 30041	Authorized Bidder Signatory:  Rebecca Martin, President CFO (Please print name and sign in ink)
Bidder Phone Number: 770-752-4698	Bidder FAX Number: 770-752-6792
Bidder Federal I.D. Number: 58-2077615	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 20-PW16
Public Works Maintenance & Operations Services**

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

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

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled 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 Five percent of Dollars (\$) (Five Percent of Amount Bid). total bid

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

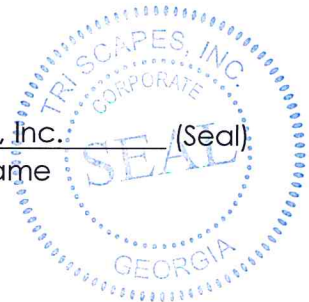
Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
<u>1</u>	<u>08/12/2020</u>
<u>2</u>	<u>08/12/2020</u>

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

Signed, sealed, and dated this 20th day of August, 2020

Bidder Tri Scapes, Inc. (Seal)
Company Name



Bidder Mailing Address:

Tri Scapes, Inc.
1595 Peachtree Parkway, Suite 204-396
Cumming, Georgia 30041

Signature: *Rebecca Martin*

Print Name: Rebecca Martin

Title: President | CFO



**[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND
CITY OF MILTON, GEORGIA**

BIDDER (Name and Address):

Tri Scapes, Inc., 1595 Peachtree Pkwy #204-396, Cumming GA 30041

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

Hartford Fire Insurance Company, One Hartford PLaza, Hartford, Connecticut 06155

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: 08/20/2020

PROJECT (Brief Description Including Location):

Public Works Maintenance

BOND

BOND NUMBER:n/a

DATE (Not later that Bid due date): 08/20/2020

PENAL SUM: Five Percent of Bid Amount 5%
(Words) (Figurs)

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, Inc. (Seal)

Bidder's Name and Corporate Seal

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

Attest: [Signature]
Signature and Title: Assistant Secretary

SURETY

Hartford Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title: Christy Lackey, Attorney In Fact (Attach Power of Attorney)

Attest: [Signature]
Signature and Title: Account Manager

- 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.

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENORTH INSURANCE GROUP LLC
Agency Code: 20-262197

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 08/20/2020
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant 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 Rebecca Martin Date 08/20/2020

Print/Type Name Rebecca Martin

Print/Type Company Name Here Tri Scapes, Inc.

CORPORATE CERTIFICATE

I, Mitzi Chambers ^{Assistant}, 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) President | 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 20th day of August, 2020

Mitzi Chambers
(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: Tri Scapes, Inc.



[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, Inc.
Name of Contractor

Public Works Maintenance & Operations Services
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on Aug., 20, 20~~x~~20 in Cumming, GA (state).

Signature of Authorized Officer or Agent

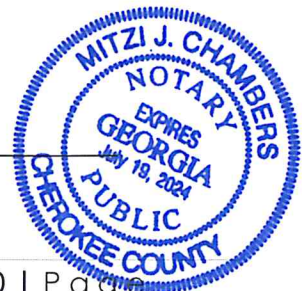
Rebecca Martin, President | CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY OF August, 20~~x~~20

Mitzi J. Chambers
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 07/19/2024





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, Inc.

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>	

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>None</u>	

Public Works Maintenance & Operations

List of Heavy Equipment & Trucks Available & Assigned to this Scope

Year	Make	Model	Own/Lease
2020	Chevrolet	3/4 Ton Silverado Truck w/snowplow	Own
2019	Chevrolet	5500 Silverado Truck	Own
2014	John Deere	310SK Loader Backhoe	Own
2015	John Deere	326E Skidsteer Loader	Own
2020	Jumping Jack Tamp		Own
2020	Concrete/Asphalt Cut-off saw		Own



**CITY OF MILTON, FULTON COUNTY, GEORGIA
PUBLIC WORKS SERVICES
COMPENSATION SCHEDULE ~ MUST BE RETURNED WITH BID**

ITEM	Year 1	Year 2	Year 3	Year 4	Year 5	5 YEAR NOT TO EXCEED TOTALS
Right of Way & General Maintenance	\$420,000.00	\$426,000.00	\$433,000.00	\$440,000.00	\$447,000.00	\$ 2,166,000.00
Stormwater Inspections	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$ 100,000.00
TOTALS					5 YEAR TOTAL	\$ 2,266,000.00

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING:

ITEM DESCRIPTION	UNIT	UNIT PRICES
Trail Maintenance and Repair	Linear foot	\$ 10.00
General Laborer (emergency services)	Hourly	\$ 40.00
Project Manager (emergency services)	Hourly	\$ 80.00
Jet/vac Truck and operator	Hourly	\$ 300.00
Bucket Truck and operator	Hourly	\$ 125.00
Self-Load knuckle boom truck w/dump body and operator	Hourly	\$ 250.00
Dump truck and operator	Hourly	\$ 80.00
Skid steer loader and operator	Hourly	\$ 80.00

Rebecca Martin, President | CFO

NAME/TITLE

Tri Scapes, Inc.

COMPANY NAME

1595 Peachtree Parkway, Suite 204-396

MAILING ADDRESS

Cumming, Georgia 30041

CITY/STATE/ZIP

770-752-4698

PHONE NUMBER

rmartin@triscapes.com

EMAIL ADDRESS



Bid Submittal Form ~ MUST BE RETURNED WITH BID

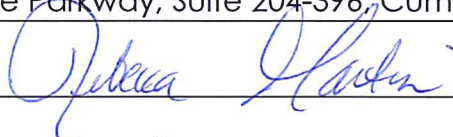
Public Works Maintenance & Operations Services

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

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

COMPANY Tri Scapes, Inc.

ADDRESS 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041

AUTHORIZED SIGNATURE 

PRINT / TYPE NAME Rebecca Martin

TITLE President | CFO



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 20-PW16**

Upon receipt of documents, please email, fax or mail this page to:

City of Milton
 Attn: Honor Motes, Purchasing Office
 2006 Heritage Walk
 Milton, GA 30004
 Phone: 678-242-2500
 Fax: 678-242-2499
 Email: honor.motes@cityofmiltonga.us

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

COMPANY NAME: Tri Scapes, Inc.

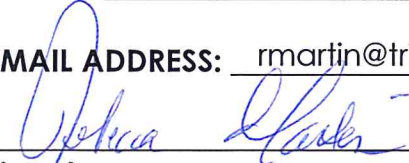
CONTACT PERSON: Rebecca Martin

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

08/12/2020

 Date

ADDENDUM #1

EXHIBIT "C"

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

ITEM	ANNUAL COST					5 YEAR TOTALS
	Year 1 (FY20/21)	Year 2 (FY21/22)	Year 3 (FY22/23)	Year 4 (FY23/24)	Year 5 (FY24/25)	
Right of Way & General Maintenance	\$420,000.00	\$426,000.00	\$433,000.00	\$440,000.00	\$447,000.00	\$2,166,000.00
Stormwater Inspections	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00
TOTALS	\$440,000.00	\$446,000.00	\$453,000.00	\$460,000.00	\$467,000.00	\$2,266,000.00

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

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

SCHEDULE FOR SUPPLEMENTAL UNIT PRICING:

ITEM DESCRIPTION	UNIT	UNIT PRICES
Trail Maintenance and Repair	Linear foot	\$ 10.00
General Laborer (emergency services only)	Hourly	\$ 40.00
Project Manager (emergency services only)	Hourly	\$ 80.00
Jet/vac Truck and operator	Hourly	\$ 300.00
Bucket Truck and operator	Hourly	\$ 125.00
Self-Load knuckle boom truck w/dump body and operator	Hourly	\$ 250.00
Dump truck and operator	Hourly	\$ 80.00
Skid steer loader and operator	Hourly	\$ 80.00

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

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

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

EXHIBIT "D"

STATE OF Georgia
COUNTY OF Forsyth

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

123689
Federal Work Authorization User
Identification Number

06/02/2008
Date of Authorization

Tri Scapes, Inc.
Name of Contractor

Public Works Maintenance & Operations
Services
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on Sept. 10, 20 20
Cumming (city), GA
(state).

Rebecca Martin
Signature of Authorized Officer or Agent

Rebecca Martin, President | CFO
Printed Name and Title of Authorized
Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10th DAY OF
September, 2020.

Miss J. Chambers
NOTARY PUBLIC



My Commission Expires:
07/19/2024

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

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

Date of Authorization

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

Name of Subcontractor

Signature of Authorized Officer or Agent

Public Works Maintenance & Operations
Services
Name of Project

Printed Name and Title of Authorized Officer
or Agent

City of Milton, Georgia
Name of Public Employer

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "F"

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

<u>Individual</u>	<u>Position</u>
Lindy Blount	Project Manager
Willie Hawkins	Superintendent
Glenn Wright	Lead
Roni Johnston	Administrative Manager

EXHIBIT "G.1"**PERFORMANCE BOND 20BCSII1939****CITY OF MILTON, GEORGIA**

KNOW ALL MEN BY THESE PRESENTS THAT Tri Scapes, Inc (as CONTRACTOR, hereinafter referred to as the "Principal"), and Hartford 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 Four Hundred Forty Thousand Dollars (\$ 440,000.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR ("Principal"):

Tri Scapes, Inc.

By: *Rebecca Martin* (signature)

Rebecca Martin (print)

Title: President/CFO (SEAL)

Date: _____



Attest:

Mitch J. Chambers (signature)

Mitch J. Chambers (print)

Title: Asst. Corp. Secretary

Date: _____

CONTRACTOR'S SURETY:

Hartford Fire Insurance Company

By: *Christy Lackey* (signature)

Christy Lackey (print)

Title: Attorney In Fact (SEAL)

Date: _____

Attest: .

Karin Maynard (signature)

Karin Maynard (print)

Title: Account Manger

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "G.2"

PAYMENT BOND 20BCSII1939

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Tri Scapes, Inc, (as CONTRACTOR, hereinafter referred to as the "Principal"), and Hartford 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 Four Hundred Forty Thousand & 00/100 Dollars (\$ 440,000.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Tri Scapes, Inc.

By: Rebecca Martin (signature)

Rebecca Martin (printed)

Title: President/CFO (SEAL)

Date: _____



Attest:

Mitzi J. Chambers (signature)

Mitzi J. Chambers (printed)

Title: Asst. Corp. Secretary

Date: _____

CONTRACTOR'S SURETY:

Hartford Fire Insurance Company

By: Christy Lackey (signature)

Christy Lackey (printed)

Title: Attorney In Fact (SEAL)

Date: _____

Attest:

Karin Maynard (signature)

Karin Maynard (printed)

Title: Account Manager

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTNORTH INSURANCE GROUP LLC
Agency Code: 20-262197

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

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

STATE OF Georgia
COUNTY OF Forsyth

Rebecca Martin, being first duly sworn, deposes and says that:

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

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

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

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

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

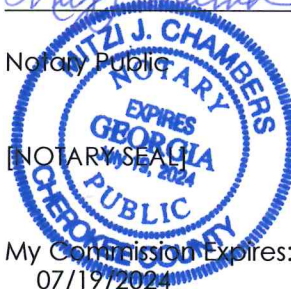
(6) Bidder has not directly or indirectly violated O.C.G.A. § 36-91-21 (d).


Signature of Authorized Officer or Agent

Rebecca Martin, President | CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 10th DAY OF Sept., 2020.


Notary Public



My Commission Expires:
07/19/2024

Certificate Of Completion

Envelope Id: E261F24F298D443398B6815BEF389ED0	Status: Completed
Subject: Please DocuSign: 2020-9-2 Right of Way Maintenance Agreement w TriScapes (draft w all changes) ...	
Source Envelope:	
Document Pages: 106	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Sudie Gordon
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	sudie.gordon@cityofmiltonga.us
	IP Address: 76.97.167.129

Record Tracking

Status: Original 9/22/2020 7:35:25 AM	Holder: Sudie Gordon sudie.gordon@cityofmiltonga.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Milton	Location: DocuSign

Signer Events

Joe Lockwood
 Joe.lockwood@cityofmiltonga.us
 Mayor
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BE0BF8D31B904C5...
 Signature Adoption: Drawn on Device
 Using IP Address: 166.137.19.15
 Signed using mobile

Timestamp

Sent: 9/22/2020 7:42:01 AM
 Resent: 9/23/2020 11:03:22 AM
 Viewed: 9/23/2020 4:36:39 PM
 Signed: 9/23/2020 4:37:28 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/23/2020 4:36:39 PM
 ID: bb3f9d94-b181-41ce-b6a9-e188d632183c

Sudie Gordon
 sudie.gordon@cityofmiltonga.us
 City of Milton
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 D11E14D53C1B4C8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.97.167.129

Sent: 9/22/2020 7:42:01 AM
 Viewed: 9/22/2020 7:42:17 AM
 Signed: 9/22/2020 7:43:22 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Honor Motes
 Honor.Motes@cityofmiltonga.us
 Procurement Manager
 City of Milton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/22/2020 7:42:00 AM
 Viewed: 9/24/2020 6:13:08 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Parag Agrawal Parag.agrawal@cityofmiltonga.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/22/2020 7:42:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2020 11:03:22 AM
Certified Delivered	Security Checked	9/23/2020 4:36:40 PM
Signing Complete	Security Checked	9/23/2020 4:37:28 PM
Completed	Security Checked	9/23/2020 4:37:28 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Milton:

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

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

To advise City of Milton of your new email address

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

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

To request paper copies from City of Milton

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

To withdraw your consent with City of Milton

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

EXHIBIT "B"**INSURANCE REQUIREMENTS**

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City of Dunwoody 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 of Dunwoody covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

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

2. Comprehensive General Liability Insurance

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

3. Automobile Liability

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

4. Umbrella Liability Insurance

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

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

clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City of Dunwoody. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

Solicitation No. _____

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 contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

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

E-Verify * User Identification Number

Company Name

By: Authorized Officer or Agent Date (Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)