



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**25ITB1420563A-ST**

**Landscaping Restoration Services**

**For**

**Public Works**

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## CONTRACT AGREEMENT

Contractor: **Tri Scapes, LLC**

Contract No.: **25ITB1420563A-ST, Landscaping Restoration Services**

Address: **1595 PEACHTREE PARKWAY, SUITE 204-396**  
City, State **Cumming, GA 30041**

Telephone: **7707524698**

Email: **roni@triscapes.com**

Contact: **Roni Johnson**

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This Agreement made and entered into effective the 1st day of January 2026 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Tri Scapes, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS County through its Public Works department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform The respondent will repair landscape after Water Resources Division has completed sewer and water main repairs. Water Resources Division will backfill and put wheat straw down for erosion until it is landscaped. There should be no tractor work, but tilling may be required., hereinafter, referred to as the "**Project**".

WHEREAS Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions.
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation.
- VII. Exhibit E: Purchasing Forms.
- VIII. Exhibit F: Contract Compliance Forms.
- IX. Exhibit G: Insurance and Risk Management Form.

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on November 19, 2025, and 25-0883.

#### ARTICLE 2. SEVERABILITY

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

#### ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform The respondent will repair landscape after Water Resources Division has completed sewer and water main repairs. Water Resources Division will backfill and put wheat straw down for erosion until it is landscaped. There should be no tractor work, but tilling may be required. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractors may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services, and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

**ARTICLE 8. MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County’s then current fiscal year.

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on 1<sup>st</sup> day of January 2026, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2026. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

| Option Period | Option Duration | Start Date | End Date   |
|---------------|-----------------|------------|------------|
| 1             | 12 months       | 01-01-2027 | 12-31-2027 |
| 2             | 12 months       | 01-01-2028 | 12-31-2028 |

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 9. COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$111,601.80, (One Hundred Eleven Thousand Six Hundred One Dollars and Eighty Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as

set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

#### ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice.
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

#### ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

## ARTICLE 15. WAIVER OF BREACH

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

## ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

## ARTICLE 18. INDEMNIFICATION

**18.1 Non-Professional Services Indemnification.** Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

**18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law

requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with

all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works  
Director  
141 Pryor Street SW Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-7400  
Email: [david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
Attention: David Clark

**With a copy to:**

Department of Purchasing & Contract Compliance  
Chief Purchasing Agent  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Tri Scapes, LLC  
1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041  
Telephone: (770) 752-4698  
Email: [roni@triscapes.com](mailto:roni@triscapes.com)  
Attention: Roni Johnson

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the

standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 31. FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 32. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 33. INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date

- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The

Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**Tri Scapes, LLC**

*Robert L. Pitts*

*Roni Johnson*

Robert L. Pitts, Chairman  
Fulton County Board of  
Commissioners

Roni Johnson  
Vice President

ATTEST:

ATTEST:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

*David Lowman*

Office of the County Attorney

APPROVED AS TO CONTENT:

*David Clark*

David Clark, Director  
Public Works

|                       |            |                                 |                                 |
|-----------------------|------------|---------------------------------|---------------------------------|
| ITEM#: _____          | RCS: _____ | ITEM#: <sup>25-0883</sup> _____ | RM: <sup>11/19/2025</sup> _____ |
| <b>RECESS MEETING</b> |            | <b>REGULAR MEETING</b>          |                                 |

# **ADDENDA**



**Date: July 23, 2025**

**Re: 25ITB1420563A-ST – Landscaping Restoration Services**

Dear Proposers:

Attached is one (1) copy of Addendum 1, hereby made a part of the above-referenced solicitation.

Except as provided herein, all terms and conditions in the quote referenced above remain unchanged and in full force and effect.

Sincerely,

Shondra N. Turner, APA



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

- Questions & Answers:

This is to acknowledge receipt of Addendum No. 1 18th day of August, 2025.

Tri Scapes, LLC

Legal Name of Bidder/Proposer

*Hari Johnston*  
Signature of Authorized Representative

Vice President

Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall repair the landscape after the Water Resources Division has completed sewer and water main repairs. The Water Resources Division will backfill and put wheat straw down for erosion until it is landscaped. There should be no tractor work, but tilling may be required.

### **A. Replacement of Sod**

Sodding shall consist of establishing certain critical areas with sod as designated by the contract manager or designee.

#### **Sod**

Sod shall consist of a live, dense, well-rooted growth of turf grass species equal to existing. The sod shall be free from Johnson grass, nut grass, and other obnoxious grasses and shall be of suitable character for the purpose intended and for the soil in which it is to be planted. Sod shall be uninjured at the time of planting, uniform in thickness, not over 2-inches or less than 1-inch of soil, and sod strips shall have a consistent width of 12 or 18-inches.

#### **Fertilizer**

Fertilizer (10-10-10) used in connection with sodding, shall contain 10 percent nitrogen, 10 percent phosphoric acid, and 10 percent potash.

The fertilizer shall be furnished in standard containers with the name, weight, and guaranteed analysis of the contents clearly marked.

The containers shall ensure proper protection in handling and transporting the fertilizer. All commercial fertilizer shall comply with local, state, and federal fertilizer laws. Ammonium nitrate shall be a standard commercial product, conform to the requirements for other commercial fertilizers as specified above, and shall have a minimum of 32-1/2 percent nitrogen.

#### **Lime**

Agricultural limestone shall be dolomitic and contain not less than 85 percent of calcium carbonate and magnesium carbonate combined and shall be crushed so that at least 85 percent will pass the No. 10 mesh sieve and 50 percent will pass a No. 40 mesh screen.

#### **Weather Limitations**

Sod shall be planted only when the soil is moist and favorable to growth. No planting shall be done between October 1 and April 1 unless weather and soil conditions are considered favorable and permission is granted by the Contract Manager or designee.

## **Placement**

The area to be sodded shall be constructed as directed by the Contract Manager, and the surface loosened to a depth of not less than 3-inches with a rake or other device. If necessary, it shall be sprinkled until saturated at least 1-inch in depth and kept moist until the sod is placed thereon. Immediately before placing the sod, the fertilizer shall be uniformly applied at the rate of 12 pounds of Grade 10-10-10, or equivalent, per 1,000 square feet. Agricultural limestone shall be applied at the rate of 50 pounds per 1,000 square feet. The entire area shall be thoroughly covered with sod. The sod shall be placed on the prepared surface with the edges in close contact and, as far as possible, with staggered joints. The sod shall be maintained moist from the time of removal until reset but shall be placed as soon as practicable after removal from the place where growing. Immediately after placing it shall be rolled with a lightweight roller or hand-tamped to the satisfaction of the Contract Manager. Sod on slopes steeper than 3 to 1 shall be held in place by wooden pins about 1-inch square and 6-inches long, driven through the sod into the soil until they are flush with the top of the sod.

## **Watering and Maintenance**

The sod shall be watered for a period of two weeks after which ammonium nitrate shall be applied at the rate of three pounds per 1,000 square feet and the sod gives a final watering. The contractor shall not allow any equipment or material to be placed on any planted area and shall erect suitable barricades and guards to prevent the contractor's equipment, labor, or the public from traveling on or over any area planted with sod. It shall be the obligation of the contractor to secure a satisfactory growth of grass before the final acceptance of the Project.

## **Grassing**

The work covered by this Section consists of furnishing all labor, equipment, and material required to place topsoil, seed, commercial fertilizer, agricultural limestone, mulch material, including seedbed preparation, harrowing, compacting, and other placement operations on graded earthen areas as described herein. In general, seeding operations shall be conducted on all newly graded earthen areas and on all existing turf areas (which are disturbed by construction operations, and which are to remain as finish grade surfaces), which are to have sod placed at a later date. The work shall include temporary seeding operations to stabilize earthen surfaces during construction or inclement weather and to minimize stream siltation and erosion. Temporary seeding shall be performed at the times and locations as directed by the Contract Manager.

## **Quality Assurance**

Prior to seeding operations, the contractor shall furnish to the Engineer labels or certified laboratory reports from an accredited commercial seed laboratory or a state seed laboratory showing the analysis and germination of the seed to be furnished. Acceptance of the seed test reports shall not relieve the contractor of any responsibility or liability for furnishing seed meeting the requirements of this

Section. Prior to topsoil operations, the contractor shall obtain representative samples and furnish soil test certificates including textural, pH, and organic analysis from the State University Agricultural Extension Services or another certified testing laboratory. All materials shall conform to the requirements and standards presented herein. Wood-cellulose fiber mulch shall be manufactured by Weyerhaeuser Company or Conway Corporation.

### **Topsoil Placement**

The contractor shall place a minimum of 4-inches of topsoil over all graded earthen areas and over any other areas to be seeded. Sources of topsoil shall be approved by the Contract Manager prior to disturbance. Topsoil shall be a friable loam containing a large amount of humus and shall be original surface soil of good, rich, uniform quality, free from any material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1/2-inch in diameter, lime, cement, bricks, ashes, cinders, slag, concrete, bitumen or its residue, boards, sticks, chips or other undesirable material harmful or unnecessary to plant growth. Topsoil shall be reasonably free from perennial weeds and shall not contain objectionable plant material, toxic amounts of either acid or alkaline elements, or vegetable debris undesirable or harmful to plant life. Topsoil shall be natural topsoil without admixture of subsoil material and shall be classifiable as loam, silt loam, clay loam, sandy loam, or a combination thereof. The pH shall range from 5.5 to 7.0. Topsoil shall contain not less than five percent nor more than 20 percent, by weight, of organic matter as determined by loss on ignition of oven-dried samples to 65 degrees C.

### **Seedbed Preparation**

Before fertilizing and seeding, the topsoil surfaces shall be trimmed and worked to a true line from unsightly variation, bumps, ridges, and depressions, and all detrimental material, roots and stones larger than 3-inches in any dimension shall be removed from the soil. Not earlier than 24 hours before the seed is to be sown, the soil surface to be seeded shall be thoroughly cultivated to a depth of not less than 4-inches with a weighted disc, tiller, pulvimixer, or other equipment, until the surface is smooth and, in a condition, acceptable to the Contract Manager. If the prepared surface becomes eroded as a result of rain or for any other reason or becomes crusted before the seed is sown, the surface shall again be placed in a condition suitable for seeding. Ground preparation operations shall be performed only when the ground is in a tillable and workable condition. Seed shall be delivered in new bags or bags that are sound and labeled in accordance with the U.S. Department of Agriculture Federal Seed Act. All seeds shall be from the last crop available at the time of purchase and shall not be moldy, wet or otherwise damaged in transit or storage. A seed shall bear the grower's analysis testing to 98 percent for purity and 90 percent for germination. Species, rate of seeding, fertilization, and other requirements are shown in Table 1.

### **Fertilization and Liming**

Following seedbed preparation, fertilizer shall be applied to all areas to be seeded to achieve the application rates shown in Table 1. Fertilizer shall be spread evenly over the seedbed and shall be lightly harrowed, raked, or otherwise incorporated into the soil for

a depth of 1-inch. Fertilization need not be incorporated in the soil as specified above when mixed with seed in water and applied with power sprayer equipment. The seed shall not remain in water containing fertilizer for more than 30 minutes when a hydraulic seeder is used. Agricultural limestone shall be thoroughly mixed into the soil. The specified rate of application of limestone may be reduced if pH tests indicate this to be desirable. It is the responsibility of the Contractor to obtain such tests and submit the results to the Contract Manager for adjustment in rates. It is the responsibility of the Contractor to make one application of a maintenance fertilizer according to the recommendations listed in Table 1. Fertilizer and liming materials shall comply with applicable state, local, and federal laws concerned with their production and use. Commercial fertilizer shall be a ready mixed material equivalent to the grade or grades specified in Table 1. Container bags shall have the name and address of the manufacturer, the brand name, net weight and chemical composition. Agricultural limestone shall be a pulverized dolomitic limestone having a calcium carbonate content of not less than 85 percent by weight. Agricultural limestone shall be crushed so that at least 85 percent of the material will pass a No. 10 mesh screen and 50 percent will pass a No. 40 mesh screen.

### **Seeding**

The seed of the specified group shall be sown as soon as the preparation of the seedbed has been completed. No seed shall be sown during high winds, nor until the surface is suitable for working and is in a proper condition. Seeding shall be performed during the dates shown in Table 1. Seed mixtures may be sown together provided they are kept in a thoroughly mixed condition during the seeding operation. A seed shall be uniformly sown by any approved mechanical method suitable for the slope and size of the areas to be seeded, preferably with a broadcast-type seeder, windmill hand seeder, or approved mechanical power-drawn seed drills. Hydroseeding and hydro-mulching may be used on steep embankments, provided full coverage is obtained. Care shall be taken to adjust the seeder for seedings at the proper rate before seeding operations are started and to maintain their adjustment during seeding. Seed in hoppers shall be agitated to prevent segregation of the various seeds in a seeding mixture. Immediately after sowing, the seeds shall be covered and compacted to a depth of 1/8 to 3/8-inch by a cultipacker or suitable roller. Leguminous seeds shall be inoculated prior to seeding with an approved and compatible nitrogen-fixing inoculant in accordance with the manufacturer's mixing instructions.

### **Mulching**

All seeded areas shall be uniformly mulched in a continuous blanket immediately after seeding. The mulch shall be applied evenly to permit sunlight to penetrate and the air to circulate and at the same time shade the ground, reduce erosion and conserve soil moisture.

Approximately 45 percent of the ground shall be visible through the mulch blanket. One of the following mulches shall be spread evenly over the seeded areas at the following application rates:

- a. Wood Cellulose Fiber: 1,400 pounds/acre.
- b. Straw: 4,000 pounds/acre.

c. Stalks: 4,000 pounds/acre.

d. These rates may be adjusted at the discretion of the Contract Manager at no additional cost to the Owner, depending on the texture and condition of the mulch material and the characteristics of the seeded area.

Mulch on slopes greater than 3 to 1 ratio shall be held in place using an approved mulch binder. Binder shall be thoroughly mixed and applied with the mulch. Emulsified asphalt or cutback asphalt shall be applied at the approximate rate of five gallons per 1,000 square feet as required to hold the mulch in place.

The Contractor shall cover structures, poles, fences, and appurtenances if the mulch binder is applied in such a way that it would come in contact with or discolor the structures.

Mulch and binder shall be applied by suitable blowing equipment at closely controlled application rates in a manner acceptable to the Contract Manager.

All mulch materials shall be air-dried and reasonably free of noxious weeds and weed seeds or other materials detrimental to plant growth. Mulch shall be composed of wood cellulose fiber, straw, or stalks, as specified herein.

Mulch shall be suitable for spreading with standard mulch-blowing equipment. Straw mulch shall be partially decomposed stalks of wheat, rye, oats, or other approved grain crops. Stalks shall be the partially decomposed, shredded residue of corn, cane, sorghum, or other approved standing field crops.

Mulch on slopes exceeding a 3 to 1 ratio shall be held in place by the use of an approved mulch binder.

The mulch binder shall be non-toxic to plant life and shall be acceptable to the Contract Manager. Emulsified asphalt binder shall be Grade SS-1, ASTM D 977. The cutback asphalt binder shall be Grade RC 70 or RC 250.

### **Watering and Maintenance**

Water shall be clean, clear water free from any objectionable or harmful chemical qualities or organisms and shall be furnished by the Contractor.

The successful Contractor shall be responsible for maintaining the proper moisture content of the soil to ensure adequate plant growth until a satisfactory stand is obtained.

If necessary, watering shall be performed to maintain adequate water content in the soil.

Watering shall be accomplished by hoses, tank trucks, or sprinklers in such a way as to prevent erosion, excessive runoff, and over-watered spots.

Upon completion of seeding operations, the Contractor shall clear the area of all equipment, debris, and excess material and the premises shall be left in a neat and orderly condition.

The Contractor shall maintain all seeded areas until final acceptance of the work by the Owner, and any re-grading, re-fertilizing, re-liming, reseeding, or re-mulching shall be done at the Contractor's own expense.

Seeding work shall be repeated on defective areas until a satisfactory uniform stand is accomplished.

Damage resulting from erosion, Gully's, washouts, or other causes shall be repaired by filling with topsoil, compacting, and repeating the seeding work at the Contractor's expense.

**TABLE 1**  
**SEEDING REQUIREMENTS**

| Sowing Season | Species  | Rates per 1,000 Square Feet |                 |         |
|---------------|--|-----------------------------|-----------------|---------|
|               |  | Seed                        | Fertilizer      | Lime    |
| 3/15 - 8/14   | Common Bermuda (hulled)<br>(Giant Bermuda Seed, including NK-37 is not acceptable) | 2lbs.                       | 35 lbs. 6-12-12 | 25 lbs. |
|               | Annual Ryegrass  | 2 lbs.                      |                 |         |
|               | Total  | 4 lbs.                      |                 |         |
| 8/15 - 3/14   | Common Bermuda (unhulled)  | 2lbs.                       | 45 lbs. 6-12-12 | 25 lbs. |
|               | Annual Ryegrass  | 2 lbs.                      |                 |         |
|               | Total  | 4 lbs.                      |                 |         |

**Replacement of Trees and Shrubs**

Trees and shrubs have been combined into groups of approximately the same value for and pricing. Trees are presented by their Botanical Name, followed by their Common Name followed by their size in parentheses (.). Size in feet (') represents the height of the tree and size in inches (") represents the caliper of the tree. Shrub groupings represent shrubs of approximately the same value for pricing and bidding. Shrubs are

presented by their Botanical Name, followed by their Common Name followed by the pot size in parentheses (). The following define the specific species to be included in a group. Any species from the group listing shall be provided at the unit price bid for that group.

## 1. Tree Group 1

**Akebono Yoshino Cherry** (*Prunus Yedoensis* "Akebono") -- 2" - 2-1/2" caliper, **Black Gum** (*Nyssa Sylvatica*) -- 2" - 2-1/2" caliper, **Bougainvillea Golden Raintree** (*Koelreuteria Bipinnata*) -- 2" - 2-1/2" caliper, **Bracken's Brown Beauty Southern Magnolia** (*Magnolia Grandiflora*) -- 6' - 7' in height, **Canadian Hemlock** (*Tsuga Canadensis*) -- 7' - 8' in height, **Compact Little Leaf Linden** (*Tilia Cordata* "Corinthian") -- 2" - 2-1/2" caliper, **Dogwood** (*Cornus Florida*) -- 2" caliper, **Glendora White Crape Myrtle** (*Lagerstroemia Indica* "Glendora White") -- 2" - 2-1/2" caliper, **Golden Rain Tree** (*Koelreuteria Paniculata*) -- 2" caliper, **Japanese Cryptomeria** (*Cryptomeria Japonica*) -- 6' in height, **Nellie R. Stevens Holly** (*Ilex* "Nellie R. Stevens") -- 6' in height, **October Glory Red Maple** (*Acer Rubrum* "October Glory") -- 2" - 2-1/2" caliper, **Redbud** (*Cercis Canadensis*) -- 2" caliper, **Trident Maple** (*Acer Buergerianum*) -- 2" - 2-1/2" caliper, **Wax Myrtle** (*Myrica Serifera*) -- 6' - 8' in height, **Willow Tree** (*Salix alba*) 6' - 8' in height

## 2. Tree Group 2

**American Holly** (*Ilex Opaca*) -- 6' - 7' in height, **American Yellow Wood** (*Cladrastis Lutea*) -- 2" caliper, **Chastee Tree** (*Vitex Agnus Castus*) -- 6' - 8' in height, **Eastern Red Cedar** (*Juniperus Virginiana*) -- 2" caliper, **Ginkgo** (*Ginkgo Biloba*) -- 2" caliper, **Ironwood** (*Carpinus Caroliniana*) -- 8' - 10' in height, **Purple Blow Maple** (*Acer Truncatum*) -- 2" - 2-1/2" caliper, **Redbud** (*Cercis Canadensis*) -- 8' - 10' in height, **River Birch** (*Betula Nigra*) -- 11' - 12' in height, **Savannah Holly** (*Ilex Attenuata* Savannah) -- 8' - 10' in height, **Sweet Bay Magnolia** (*Magnolia Virginiana*) -- 8' - 10' in height, **Yaupon Holly** (*Ilex Vomitoria* "Shadows Female") -- 6' - 7' in height

## 3. Tree Group 3

**Emerald Sentinel Eastern Red Cedar** (*Juniperus Virginiana* "Emerald Sentinel") -- 2" caliper, **Fringe Tree** (*Chionanthus Virginicus*) -- 6' - 7' in height

## 4. Tree Group 4

**Bald Cypress** (*Taxodium Disticum*) -- 3" - 3-1/2" caliper, **Dawn Redwood** (*Metasequoia Glyptostropoides*) -- 3" - 3-1/2" caliper, **Nuttall Oak** (*Quercus Nuttalli*) -- 3" - 3-1/2" caliper, **Overcup Oak** (*Quercus Lyrata*) -- 3" - 3-1/2" caliper, **Shumard Oak** (*Quercus Shumardii*) -- 3" - 3-1/2" caliper, **Swamp White Oak** (*Quercus Bicolour*) -- 3" - 3-1/2" caliper, **Willow Oak** (*Quercus Phellos*) -- 3" - 3-1/2" caliper

## 5. Tree Group 5

**Chinese Elm** (*Ulmus Parviflora*) -- 3" - 3-1/2" caliper, **Katsura Tree** (*Cercidiphyllum Japonicum*) -- 3" - 3-1/2" caliper, **Red Maple** (*Acer Rubrum*) -- 3" - 3-1/2" caliper, **Southern Magnolia** (*Magnolia Grandiflora*) -- 12' - 14' in height, **Staghorn or Smooth**

**Sumac** (*Rhus Typhina* or *Glabra*) -- 10' - 15' in height, **Thornless Honey Locust** (*Gleditsia Triacanthos* 'Inermis') -- 3" - 3-1/2" caliper, **Tulip Poplar** (*Liriodendron Tulipifera*) -- 3" - 3-1/2" caliper, **Yarwood Sycamore** (*Platanus Acerifolia* "Yarwood") -- 3" - 3-1/2" caliper, **Zelcova Elm** (*Zelcova Serrata*) -- 3" - 3-1/2" caliper

## 6. Tree Group 6

**Allee Elm** (*Ulmus Parvifolia* "Emerl") -- 3" -- 3 1/2" caliper, **Bur Oak** (*Quercus Macrocarpa*) -- 4" caliper, **Chestnut Oak** (*Quercus Prinus*) -- 4" caliper, **Chinese Pistachio** (*Pistacia Chinensis*) -- 4" - 5" caliper, **Columnar Red Maple** (*Acer Rubrum* "Armstrong") -- 3" - 3-1/2" caliper, **Green Ash** (*Fraxinus Pennsylvatica*) -- 3" - 3-1/2" caliper, **Northern Red Oak** (*Quercus Rubra*) -- 4" - 4-1/2" caliper, **Upright European Hornbeam** (*Carpinus Betulus Fastigata*) -- 3" - 3-1/2" caliper

## 7. Tree Group 7

**Deodar Cedar** (*Cedrus Deodara*) -- 12' - 14' in height, **Japanese Zelcova** (*Zelcova Serrata*) -- 4" caliper

## 8. Tree Group 8

**American Beech** (*Fagus Grandiflora*) -- 4" caliper, **American Elm** (*Ulmus Americana* "Princeton") -- 4" - 4-1/2" caliper, **Raywood Ash** (*Fraxinus Oxicarpa* "Raywood") -- 4" - 5" caliper, **Skyline Honey Locust** (*Gleditsia Triacanthos* 'Inermis' "Skyline") -- 4" - 5" caliper

## 9. Shrub Group 9

**Beautyberry** -- (*Callicarpa Americana*) -- 3 gallon, **Bridalwreath Spirea** -- (*Spiraea prunifolia* "Plena") -- 3 gallon, **Burford Holly** -- (*Ilex cornuta* "Burfordii") -- 3 gallon, **Chinese Fringe-flower** -- (*Loropetalum Chinese*) -- 3 gallon, **Chinese Holly** -- (*Ilex cornuta*) -- 3 gallon, **Cleyera** -- (*Cleyera japonica*) -- 3 gallon, **Forsythia** -- (*Forsythia x intermedia*) -- 3 gallon, **Fragrant Tea Olive** -- (*Osmanthus fragrans*) -- 3 gallon, **Leatherleaf Viburnum** -- (*Viburnum rhytidophyllum*) -- 3 gallon, **Ligustrum** -- (*Ligustrum japonica*) -- 3 gallon, **Loropetalum** -- (*Loropetalum Chinese*) -- 3 gallon, **Luster Leaf Holly** -- (*Ilex latifolia*) -- 3-gallon, **Nellie R. Stevens Holly** -- (*Ilex x "Nellie R. Stevens"*) -- 3 gallon, **"Sea Green" Juniper** -- (*Juniperus Species*) -- 3-gallon, **Thorny Elaeagnus** -- (*Elaeagnus pungens*) -- 3-gallon, **Yaupon Holly** -- (*Ilex vomitoria*) -- 3 gallon

## 10. Shrub Group 10

**Burning Bush** -- (*Euonymus alatus*) -- 3-gallon, **Butterfly Bush** -- (*Buddlein davidii*) -- 3 gallon, **Chaste-Tree** -- (*Vitex Agnus - Castus*) -- 3-gallon, **Chinese Snowball** -- (*Virburnum macrocephalum* "Sterile") -- 3-gallon, **Cluster Mahonia** -- (*Mahonia Pinnata*) -- 3 gallon, **Florida Anise** -- (*Illicium floridanum*) -- 3 gallon, **Florida Native Azalea** -- (*Rhododendron austrinum*) -- 3 gallon, **Holly Opsmanthus** -- (*Osmanthus*

Heterophyllus) -- 3-gallon, **Japanese Camellia** -- (Camellia japonica) -- 3 gallon, **Japanese Kerria** -- (Kerria Japonica) -- 3 gallon, "**Knock -out**" Rose -- (Rosa Wichuraiana) -- 3 gallon, **Lowdense Pyracantha** -- (Pyracantha Koidzumii) -- 3 gallon, **Oakleaf Hydrangea** -- (Hydrangea quercifolia) -- 3-gallon, **Oconee Native Azalea** -- (Rhododendron canescens) -- 3-gallon, **Piedmont Native Azalea** -- (Rhododendron canescens) -- 3 gallon, **Sweetshrub** -- (Calycanthus floridus) -- 3-gallon, **Wintergreen Barberry** -- (Berberis Julianae) -- 3 gallon

## **11. Shrub Group 11**

**Bottlebrush Buckeye** -- (Aesculus parviflora) -- 3-gallon, **Common Juniper** -- (Juniperus communis) -- 3-gallon, **Common Witch-Hazel** -- (Hamamelis virginiana) -- 3-gallon, **Hedge Bamboo** -- (Bambusa glaucescens) -- 3-gallon, **Indian Hawthorne** -- (Rapeolephis indica) -- 3 gallon, **Ottoluyken Laurel** -- (Prunus laurocerasus) -- 3 gallon, **Privet** -- (Ligustrum vulgare) -- 3 gallon, **Staghorn or Smooth Sumac** -- (Rhus Typhina or Glabra) -- 3 gallon

## **12. REQUIRED PROCEDURES**

The successful respondent shall adhere to the duties and responsibilities listed below:

Services shall include the selection and planting of trees, shrubs, and turf (seed or sod) when required, within the areas identified in the programs for all requested landscape jobs.

Services shall include shipping, handling, labor, planting, and other associated expenses and/or activities associated with the selection, and planting of trees, shrubs and turf (seed or sod) when required; including but not limited to grading, soil enhancements, rock removal, as an example of other required services associated with planting activities.

The successful respondent shall be required to submit, for approval, a landscape plan indicating the areas including the locations within the identified area prior to the commencement of planting.

### **Standards for Selecting Quality Tree Stock**

Trees selected for planting must be free from injury, pests, disease, nutritional disorders.

Trees selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability.

The following criteria are generally used for the determination of vigor:

Foliage should have a green or dark green color. Vigorous trees will have large leaves and dense foliage when compared to trees with poor vigor.

Shoot growth for most vigorous trees will be at least 1 foot per year. At least ½ of the branches should arise from points on the lower 2/3 of a trunk.

Bark texture can denote vigor. Smooth or shiny bark on the trunk and branches of a young tree usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.

Trunk taper: the trunks of vigorous trees will generally have an increase in diameter with a decrease in height. Trees with reverse tapers or no taper should be avoided.

Root color: young roots of most trees will be light in color.

Trees selected for planting must be free of root defects. Two types of root defects generally occur:

Kinked roots, in which taproots, major branch roots, or both bent more than 90 degrees with less than 20 percent of the root system originating above the kink. A tree with such roots will probably bend at the soil line when released from a supporting stake. Circling or girdling roots that circle 80 percent or more of the root system by 360 degrees or more. A tree with such roots would ultimately have less than 20 percent of its system available for support.

### **Planting Standards for Trees**

The planting of new trees can result in major injury to their root system proper planting techniques are employed, conditions will be more favorable for tree recovery, and the rate of attrition for newly planted trees will be reduced.

Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.

Only healthy trees with a well-developed root system and a well-formed top, characteristic of the species, should be planted. Standards for selecting quality stock are provided in Section C. REVEGETATION (3.) of the Tree Preservation Ordinance of Fulton County.

Trees selected for planting must be compatible with the specific site conditions.

The ability of a species to regenerate a new root system and to become re-established has to be considered.

### **Planting Procedures for Trees**

Planting holes should be no less than 1 foot wider than the root ball or bare roots of the tree being planted. A planting Hole 3 times the width of the root ball is recommended.

Trees should not be planted deeper than they were in their former location or container.

Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.

Good water drainage from the bottom of the planting hole is essential for root regeneration.

Once the transplanted tree is set, the hole should be backfilled with the soil of good texture and structure. Traditionally, backfill material is comprised of a mix of native soil, organic matter such as peat, and inorganic material such as perlite or vermiculite in a 1:1:1 ratio. A backfill with native soil alone is adequate if the soil is of good quality.

The addition of fertilizer to backfill soil can cause root injury and is therefore not recommended. The backfill should be gently tamped (but not compacted) and soaked for settling.

The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering.

Mulching newly planted trees will reduce competition from weeds and moderate soil moisture and temperature extremes.

Staking should be used on newly planted trees only when determined necessary.

### **Standard for Selecting Quality Shrub Stock**

Shrubs selected for planting must be free from injury, pests, disease, or nutritional disorders.

Shrubs selected for planting must be of good vigor. The determination of vigor is a subjective evaluation and dependent upon species variability. The following criteria are generally used for the determination of vigor:

1. Foliage should have a green or dark green color. Vigorous shrubs will have many leaves and dense foliage when compared to shrubs with poor vigor.
2. Bark texture can denote vigor. Smooth or shiny bark on the branches of a young shrub usually signifies good vigor; conversely, rough and dull bark could indicate poor vigor.
3. Root color: young roots of most shrubs will be light in color.

### **Planting Standards for Shrubs**

Planting procedures shall follow standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual". The following is a summary of several of the more important considerations provided in the manual.

Only healthy shrubs with a well-developed root system and a well-formed top, characteristic of the species, should be planted.

Shrubs selected for planting must be compatible with the specific site conditions. The ability of a species to regenerate a new root system and to become re-established must be considered.

### **Planting procedures**

Planting holes should be no less than 1 foot wider than the root ball or bare roots of the shrub being planted. Planting a hole 3 times the width of the root ball is recommended.

Shrubs should not be planted deeper than they were in their former location. Spade compacted bottom and sides of the planting hole should be roughed or scarified to allow the penetration of developing roots.

Good water drainage from the bottom of the planting hole is essential for root regeneration.

Once the transplanted shrub is set, the hole should be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate if the soil is of good quality.

The backfill should be gently tamped (but NOT compacted) and soaked for settling.

The soil should be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole can facilitate watering. This area should be heavily mulched (4-6 inches) with pine straw, cypress mulch or other similar hardwood mulch.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

---

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$111,601.80 (One Hundred Eleven Thousand, Six Hundred One Dollar and Eighty Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

Type text here

**BASE BID AMOUNT**

| Item | Item Description                                    | Unit of Measure | Estimated Quantity | Unit Price | Extended Price |
|------|---|-----------------|--------------------|------------|----------------|
| 1    | Bermuda Sod   | sq. ft.         | 12000              | .80        | 9,600.00       |
| 2    | Centipede Sod                                       | sq. ft.         | 6000               | .97        | 5,820.00       |
| 3    | Zoysia Sod  | sq. ft.         | 8000               | 1.58       | 12640.00       |
| 4    | Fescue Sod  | sq. ft.         | 8000               | 1.22       | 9760.00        |
| 5    | Fescue Seed   | sq. ft.         | 5000               | .15        | 750.00         |
| 6    | Rye Seed  | sq. ft.         | 4000               | .17        | 680.           |
| 7    | Hardwood Mulch (Cypress Mulch)                      | Cubic Yard      | 40                 | 101.00     | 4040.00        |
| 8    | Harwood Mulch (Mini Nuggets)                        | Cubic Yard      | 40                 | 50.00      | 2000.00        |
| 9    | Hardwood Mulch (Dyed Red Mulch)                     | Cubic Yard      | 40                 | 57.00      | 2280.00        |
| 10   | Pea Gravel  | Cubic Yard      | 20                 | 46.00      | 920.00         |
| 11   | Marble Chips  | Cubic Yard      | 20                 | 125.00     | 2500.00        |
| 12   | Pine Straw  | Bale            | 250                | 7.50       | 1875.00        |
| 13   | Wheat Straw   | Bale            | 250                | 18.94      | 4735.00        |
| 14   | Topsoil   | Cubic Yard      | 100                | 71.50      | 7150.00        |
| 15   | Compost   | Cubic Yard      | 100                | 78.75      | 7875.00        |
| 16   | Erosion Control Matting                             | sq. ft          | 2000               | 1.15       | 2300.00        |
| 17   | Loblolly Pine (Pinus Taeda) - - 5' in height        | Each            | 5                  | 417.50     |                |
| 18   | Virginia Pine (Pinus Virginiana) -6' - 8' in height | Each            | 5                  | 271.88     | 1359.40        |
| 19   | Sawtooth Oak (Quercus cutissima) - 2" caliper       | Each            | 5                  | 450.00     | 2250.00        |
| 20   | Yoshino Cherry - (Prunus Yedoensis) - 2" caliper    | Each            | 5                  | 375.00     | 1875.00        |

|    |                                |      |   |                           |                      |
|----|--------------------------------|------|---|---------------------------|----------------------|
| 21 | Trees from Group 1             | Each | 5 | 468.50                    | 2250.00              |
| 22 | Trees from Group 2             | Each | 5 | 655.00                    | 3275.00              |
| 23 | Trees from Group 3             | Each | 5 | 412.50                    | 3275.00              |
| 24 | Trees from Group 4             | Each | 5 | 440.00                    | 2062.50              |
| 25 | Trees from Group 5             | Each | 5 | 665.63                    | 3328.15              |
| 26 | Trees from Group 6             | Each | 5 | 828.13                    | 4140.65              |
| 27 | Trees from Group 7             | Each | 5 | 956.00                    | 4780.00              |
| 28 | Trees from Group 8             | Each | 5 | 1200.00                   | 6000.00              |
| 29 | Evergreen Shrubs from Group 9  | Each | 5 | <del>42.28</del><br>24.28 | 211.40               |
| 30 | Evergreen Shrubs from Group 10 | Each | 5 | 42.19                     | 210.95               |
| 31 | Deciduous Shrubs from Group 11 | Each | 5 | 128.75                    | 643.75               |
|    | <b>Total (Lines 1 -31)</b>     |      |   |                           | <u>\$ 112,101.80</u> |

# **EXHIBIT E**

## **PURCHASING FORMS**

25ITB1420563A-ST

Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION 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<sup>1</sup> under a contract with **[insert name of prime contractor]** Tri Scapes, LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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 to this contract with **Fulton County Government**, 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 **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

123689

EEV/Basic Pilot Program\* User Identification Number

Roni Johnston  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

Roni Johnston

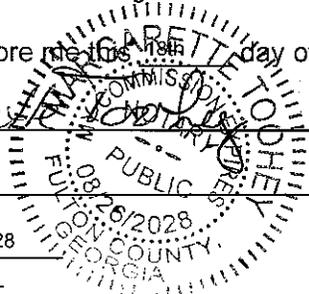
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 18th day of August, 2025.

Notary Public: Margaret Johnston

County: Fulton

Commission Expires: 08/26/2028



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[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].

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Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**NA**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.



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Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: Type text here

Utility Contractor's Name: NA

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: 08/19/2025

**(ATTACH COPY OF LICENSE)**

25ITB1420563A-ST

Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: Ryan Eugene Hogan

General Contractor's License Number: GCQA008893

Expiration Date of License: 06/30/2026

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: 08/18/2025

**(ATTACH COPY OF LICENSE)**



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
 State Licensing Board for Residential and General Contractors  
 LICENSE NO. **GCCO008893**  
**Tri Scapes, LLC**  
 1595 Peachtree Parkway, Suite 204-396  
 Cumming GA 30041

Qualifying Agent: Ryan Eugene Hogan  
 Qualifying Agent License NO: GCQA008893  
**Commercial General Contractor Company**

EXP DATE - 06/30/2026 Status: Active  
 Issue Date: 09/30/2024

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
 237 Coliseum Drive  
 Macon GA 31217  
 Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Tri Scapes, LLC  
 1595 Peachtree Parkway, Suite 204-396  
 Cumming GA 30041



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
 Georgia State Licensing Board for Residential and General Contractors  
 License No. **GCCO008893**  
**Tri Scapes, LLC**  
 1595 Peachtree Parkway, Suite 204-396  
 Cumming GA 30041

Qualifying Agent: Ryan Eugene Hogan  
 Qualifying Agent License NO: GCQA008893  
**Commercial General Contractor Company**

EXP DATE - 06/30/2026 Status: Active  
 Issue Date: 09/30/2024

25ITB1420563A-ST

Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Tri Scapes, LLC

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Pesticide Contractor License

Professional License Number: 16360

Expiration Date of License: 12/31/2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: 08/18/2025

**(ATTACH COPY OF LICENSE)**



# Georgia Department of Agriculture

**Tyler Harper, Commissioner**

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201  
Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

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

The enclosed Georgia Contractors License is valid through 12/31/2025.

We have updated our website. Visit [www.kellysolutions.com/GA/Contractors](http://www.kellysolutions.com/GA/Contractors) to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your user information online. You can renew your license by making a secure payment by credit card, and you can find applicator recertification courses. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

## Georgia Department of Agriculture

Tyler Harper, Commissioner  
Pesticide Division

19 M.L.K. Jr. Drive, SW, Room 410  
Atlanta, GA 30334

Tele: (404) 656-4958 Fax: (404) 657-8378  
[agr.georgia.gov/pesticides.aspx](http://agr.georgia.gov/pesticides.aspx)

# PESTICIDE CONTRACTOR LICENSE

Expiration Date:  
12/31/2025

License Number:  
16360

Tri Scapes, Inc.  
380 Mullinax Road  
Alpharetta GA 30004

Categories:  
24; 26; 27;



This License Must Be Posted At All Times In A Prominent Location.

# **FORSYTH COUNTY BUSINESS LICENSE**

**Issue Date:  
January 1, 2025**

**Expiration Date:  
December 31, 2025**

**Business Name:  
Tri Scapes LLC**

**License #: L201800326**

**Business Location:  
1200 BLUEGRASS LAKES PKWY  
ALPHARETTA, GA 30004**

**NAICS Code #: 561110, 561730**

**Business Owner:  
Quinn Martin, Rebecca Martin**

**Business Description:  
Landscaping Services, Office  
Administrative Services**



*Jared Hill*

LICENSE OFFICIAL

25ITB1420563A-ST

Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

**See Attached**

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

**See Attached**

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**Our officers have not had personal business with Fulton County.**



## Key Personnel and Officers

### Quinn Martin; CEO / President

Quinn has over 30 years of executive experience in the landscape industry. In 1984 he successfully started his own commercial and residential landscape company. Then in 1993 he Co-founded Tri Scapes. He also has extensive experience managing his own plant nursery, both privately, and for Tri Scapes. With his leadership Tri Scapes has grown from a small business to one of the largest commercial landscape companies in Georgia. With his hands-on approach to leadership, his daily tasks include marketing for future business, providing detailed estimates for clients and managing daily operations. He assumes many positions to help his ability to successfully achieve customer satisfaction.

### Ryan Hogan; Vice President / Construction Division

Ryan has extensive experience in both the horticulture and construction fields. He graduated from the University of Auburn in 1996 with a B.S. in Landscape Horticulture. Over his career he has experience working as a foreman, project superintendent, estimator, and a project manager. Ryan joined the Tri Scapes team in 2008, and since then he has experience managing maintenance, landscape construction, and Hardscape construction. To date Ryan has managed over \$200 million in landscape installation /construction projects for the construction division of Tri Scapes. He currently serves as the Vice President of construction, estimating new projects, directing work with field staff, meeting customers onsite to discuss issues and concerns, manage payroll, materials ordering, and equipment movement with staff driver. Ryan holds a Georgia General Contractors License and is a Certified Irrigation Contractor.

### Roni Johnson; Vice President

Roni serves our Maintenance Division in multiple capacities and is the key individual between corporate and field operations. Roni oversees all procurement, Field Service (CRM) utilization and reporting, financial management, and overall project support. Roni has been with Tri Scapes for over 10 years.

### Rajat Sharma; Chief Financial Officer

Rajat Sharma joined Tri Scapes in 2025 as Chief Financial Officer, bringing over 20 years of financial leadership experience across global corporations and private equity-backed companies. He leads all aspects of financial strategy, planning, reporting, and operational finance, supporting the company's continued growth and long-term performance. Prior to joining Tri Scapes, Rajat served as Vice President of Finance at Osmose Utility Services, an industry leader in utility infrastructure maintenance backed by EQT. He also held senior finance roles at General Electric, where he spent over a decade supporting global operations, as well as earlier positions at Samsung and Schneider Electric. Rajat is a Chartered Accountant and completed his education in Delhi, India. He is recognized for his strategic mindset, operational focus, and collaborative leadership style.

### Heidi Roper; Vice President

Heidi is a seasoned professional with over two decades of leadership and operational expertise in business management. Since joining Tri Scapes, Inc. in 2001 as an administrative assistant, she demonstrated exceptional versatility and growth, progressing through roles in human resources, payroll, insurance, and accounting, where she managed accounts payable, accounts receivable, and overall account oversight. Her dedication and skill led to promotions as office manager in 2011 and vice president in 2012, roles in which they continue to drive organizational success through strategic oversight and efficient management.

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Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES  NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES  NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES  NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer),

25ITB1420563A-ST

Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

25ITB1420563A-ST

Section 6

Landscaping Restoration Services

Purchasing Forms & Instructions

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 18th day of August, 2025

Tri Scapes, LLC 08/18/2025  
(Legal Name of Proponent) (Date)

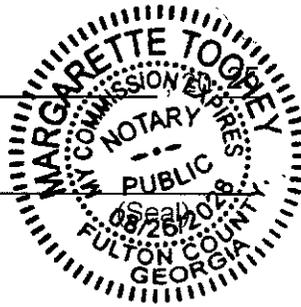
*Rai Johnston* 08/18/2025  
(Signature of Authorized Representative) (Date)

Vice President  
(Title)

Sworn to and subscribed before me,

This 18th day of August

*Margaret Toohy*  
(Notary Public)



Commission Expires 08/26/2028  
(Date)

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**



25ITB1420563A-ST  
Landscaping Restoration Services

Section 7  
Contract Compliance Requirements

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PHONE NUMBER: 770-752-4698

EMAIL: [paige@triscapes.com](mailto:paige@triscapes.com)

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Tri Scapes, LLC

ITB/RFP Name & Number: Landscaping Restoration Services 25ITB1420563A-ST

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

| <u>Business Name</u> |  | <u>Business Name</u> |  |
|----------------------|--|----------------------|--|
| (a.)                 |  | (b.)                 |  |
| % of JV              |  | % of JV              |  |
| Ethnicity            |  | Ethnicity            |  |
| Gender               |  | Gender               |  |
| Certified (Y or N)   |  | Certified (Y or N)   |  |
| Agency               |  | Agency               |  |
| Date Certified       |  | Date Certified       |  |

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Business or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.



## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**



### Additional Named Insureds

#### Other Named Insureds

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

AGENCY CUSTOMER ID: 00040249

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|  |           |                                 |  |
|--|-----------|---------------------------------|--|
| AGENCY<br>PointeNorth Insurance Group, LLC |           | NAMED INSURED<br>Tri Scapes LLC |  |
| POLICY NUMBER                              |           |                                 |  |
| CARRIER                                    | NAIC CODE | EFFECTIVE DATE:                 |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

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

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

# DocuSign INSTRUCTIONS

The DocuSign instructions below explain the following:

- How to sign a DocuSign document
- How to seal a DocuSign document
- How to upload attachments to a DocuSign document

## How to sign a DocuSign document

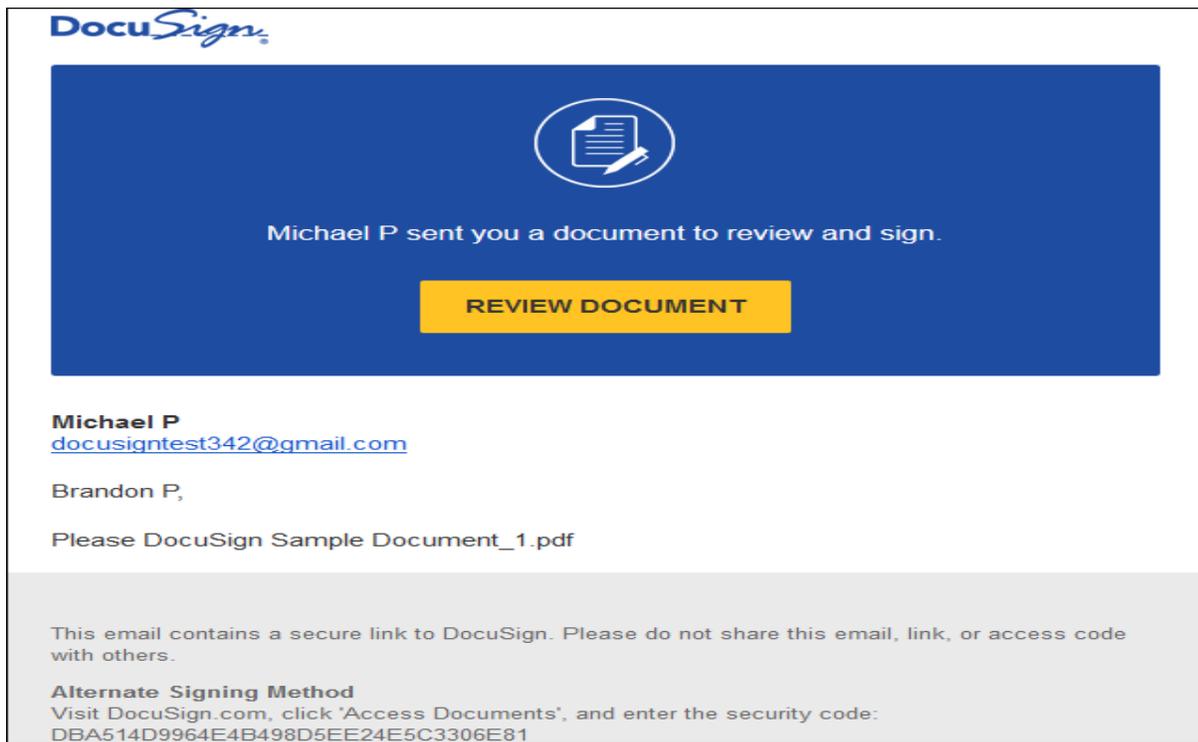
When someone sends you a DocuSign document for your electronic signature, you will receive an email from DocuSign sent on behalf of the sender (Fulton County Government).

### Step 1: Review the DocuSign email

Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

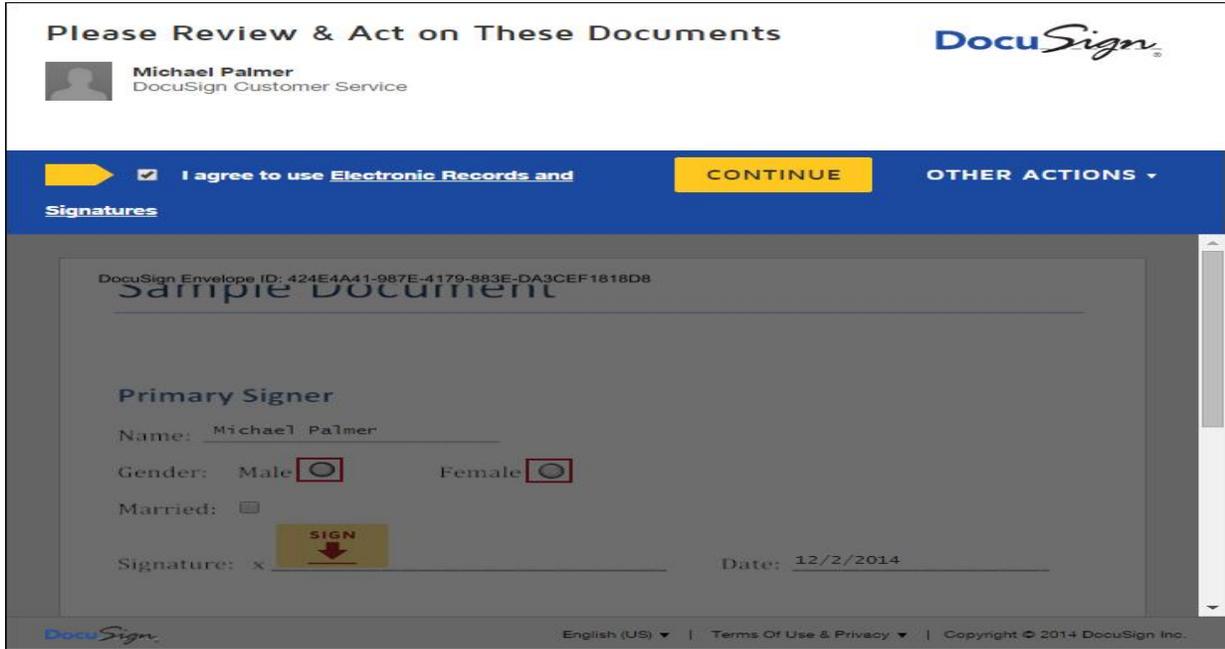
**Note:** Your experience as a signer may also vary depending on how the document sender wants you to sign. New signers have a different experience than returning signers and signers with a DocuSign account. To learn more, watch [Sign Video](#) by clicking the link.

[Sign Video](#)



### Step 2: Agree to sign electronically

Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**. Click **CONTINUE** to begin the signing process.

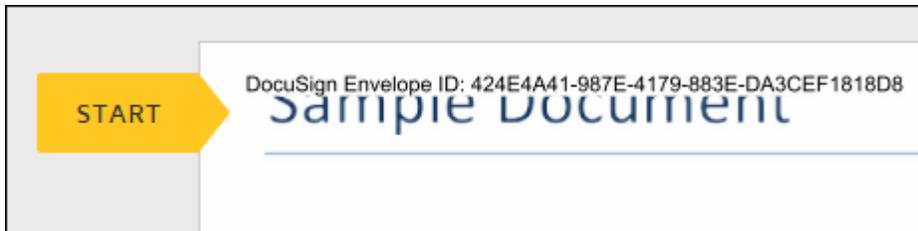


**Important!** To view and sign the documents, you must agree to conduct business electronically.

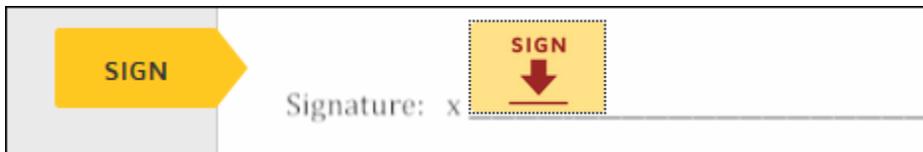
**Note:** To view additional options, click **OTHER ACTIONS**. For more information of other actions available, please review our [Signing Documentation](#).

**Step 3:** Start the signing process

1. Click the **START** tag on the left to begin the signing process.



You are taken to the first tag requiring your action.



2. Click the **SIGN** tag. You are asked to Adopt Your Signature.

### Adopt Your Signature

Confirm your name, initials, and signature.

**Full Name**  
Michael P

**Initials**  
MP

Select Style Draw

Preview

DocuSigned by:  
Michael P  
02367A3E9D33485...

DS  
MP

[Change Style](#)

By clicking Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

**ADOPT AND SIGN** CANCEL

#### Step 4: Verify your name

Verify that your name and initials are correct. If not, change them as needed.

#### Step 5: Adopt a signature

Do one of the following:

- Accept the default signature and initial style, and go to the next step.
- Click **Change Style**, and select a different signature option.
- Click **Draw**. Draw your signature/initials using a mouse, or your finger or a stylus on a touchscreen.

### Adopt Your Signature

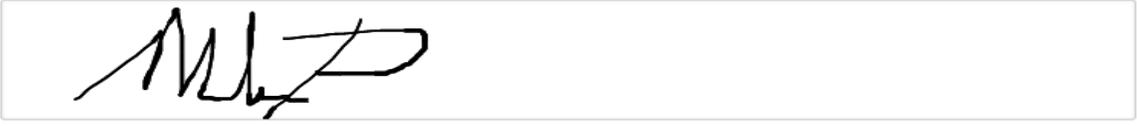
Confirm your name, initials, and signature.

**Full Name**  
Michael P

**Initials**  
MP

Select Style Draw

Draw your signature Clear



By clicking Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

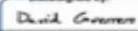
**ADOPT AND SIGN** CANCEL

#### Step 6: Save your signature

Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

### Step 7: Confirm signing

When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH**.

AGREED TO:  
Social Security Number   
Signature  Digitized by  
Printed Name David Guerrero  
Date: 7/14/2014

AGREED TO:  
Signature \s2\ \_\_\_\_\_  
Printed Name \s2\ \_\_\_\_\_  
Date: \_\_\_\_\_

A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

### How to Seal a Document

#### Step 1: To save the signature and seal

- Please get a white sheet of paper
- Sign and affix the seal to the paper
- Scan signature and seal to desktop (\*\*Scan cannot be saved as .pdf. Must be saved as .jpeg or .bmp\*\*)
- Or take a picture of the signature and seal with cell phone camera – send picture to email then save to desktop
- Once seal is properly saved to desktop and correct format (.jpeg or .bmp) – Open electronic contract from DocuSign email
- Correctly fill out designated fields
- Here is an example of a signed seal.



- If you are required to affix seal; you will be prompted to populate these fields:  
Once you double click the signature flag on the contract, it will bring you to this screen
- Upload the document

- After you Click **UPLOAD**, you will be taken to the following screen
- Click **UPLOAD YOUR SIGNATURE**
- This action will send you to your desktop
- Select the save Seal image
- Then the Signature and Seal will be uploaded to the electronic document

## How to upload attachments to a DocuSign document

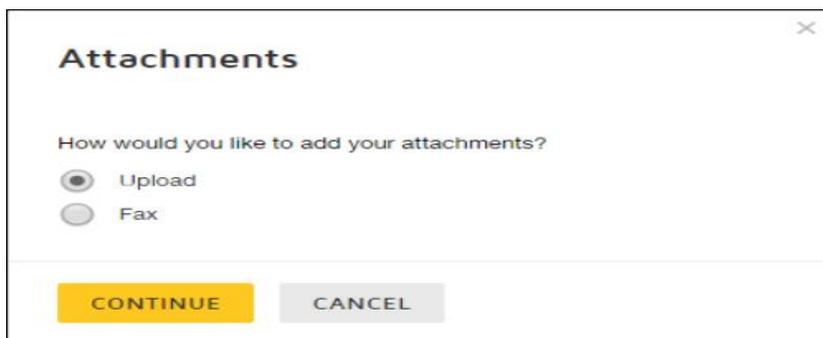
The Signer Attachment feature has a request for the signer to provide supporting documentation to the sender by uploading to the DocuSign® envelope during the signing process.

When the signer reaches an attachment field, the signer is prompted to provide a document.

The steps taken by the signer depends on how they will submit the requested documents; by uploading them. The signer follows the instructions below:

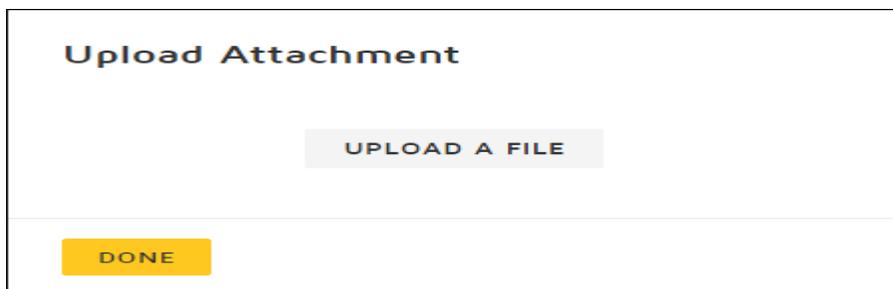
### Uploading Your Documents

If you want to upload the requested document, you must have an electronic copy (such as a scanned copy) of the document saved as a file on your computer. Click the attachment field, the Attachments dialog box is shown.



The image shows a dialog box titled "Attachments" with a close button (X) in the top right corner. Below the title, the text reads "How would you like to add your attachments?". There are two radio button options: "Upload" (which is selected) and "Fax". At the bottom of the dialog, there are two buttons: "CONTINUE" (highlighted in yellow) and "CANCEL" (greyed out).

To upload the files, select **Upload** and click **CONTINUE**.



The image shows a dialog box titled "Upload Attachment". In the center, there is a button labeled "UPLOAD A FILE". At the bottom left, there is a button labeled "DONE" (highlighted in yellow).

After uploading the file, you will be asked if you want to add another attachment. Add other attachments as needed following the same upload process.

After uploading the attachments, click **DONE** to continue the signing process. The system attaches the file as a new page after the current page and replaces the attachment field with an upload icon.

After uploading all your attachments, finish adding any more information to the document and review the documents.

After the documents have been uploaded and all other tags are filled out or signed, you can complete the signing process normally.



## Certificate Of Completion

|  |  |
|--|--|
| Envelope Id: BE9D7062-FE11-41C8-BC50-C5A178AD9E90  | Status: Completed                            |
| Subject: 25ITB1420563A-ST Contract for Landscaping Restoration.pdf, DocuSign Instructions and Ins... |  |
| Parcel ID:   |  |
| Employee Name:   |  |
| Source Envelope:   |  |
| Document Pages: 78   | Signatures: 5                                |
| Certificate Pages: 6   | Initials: 0                                  |
| AutoNav: Enabled   | Stamps: 1                                    |
| Envelopeld Stamping: Enabled   | Envelope Originator:                         |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)  | Shondra Turner                               |
|  | 141 Pryor Street                             |
|  | Purchasing & Contract Compliance, Suite 1168 |
|  | Atlanta, GA 30303                            |
|  | shondra.turner@fultoncountyga.gov            |
|  | IP Address: 134.231.232.250                  |

## Record Tracking

|   |   |                    |
|---|---|--------------------|
| Status: Original<br>12/1/2025 10:19:05 AM | Holder: Shondra Turner<br>shondra.turner@fultoncountyga.gov | Location: DocuSign |
| Security Appliance Status: Connected      | Pool: StateLocal  |                    |
| Storage Appliance Status: Connected       | Pool: Fulton County Government                              | Location: Docusign |

## Signer Events

| Signer  | Signature   | Timestamp   |
|---|---|---|
| Roni Johnson<br>roni@triscapes.com<br>Project Coordinator<br>Security Level: Email, Account Authentication (None) | <i>Roni Johnson</i><br><br>Signature Adoption: Pre-selected Style<br>Using IP Address:<br>2601:cd:c60:5f0:4827:3ff4:58ba:2cc7 | Sent: 12/1/2025 10:30:28 AM<br>Resent: 12/3/2025 2:33:54 PM<br>Viewed: 12/3/2025 8:38:49 PM<br>Signed: 12/3/2025 8:48:01 PM |

**Electronic Record and Signature Disclosure:**  
Accepted: 12/1/2025 11:00:04 AM  
ID: 3c450229-9418-47b6-99a5-0fb77ac839a1

|   |  |  |
|---|--|--|
| David Clark<br>david.clark@fultoncountyga.gov<br>Director<br>Public Works<br>Security Level: Email, Account Authentication (None) | <i>David Clark</i><br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 68.208.197.4 | Sent: 12/3/2025 8:48:04 PM<br>Viewed: 12/4/2025 8:11:54 AM<br>Signed: 12/4/2025 8:12:01 AM |
|---|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 11/13/2017 1:07:14 PM  
ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

|   |  |  |
|---|--|--|
| David Lowman<br>david.lowman@fultoncountyga.gov<br>Security Level: Email, Account Authentication (None) | <i>David Lowman</i><br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 74.174.59.4 | Sent: 12/4/2025 8:12:03 AM<br>Viewed: 12/4/2025 8:16:56 AM<br>Signed: 12/4/2025 8:21:43 AM |
|---|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 12/4/2025 8:16:56 AM  
ID: 1a0f9dad-1a5e-4962-987f-07dc9f172360

| Signer Events   | Signature  | Timestamp   |
|---|--|---|
| <p>Nikki Peterson<br/>Nikki.Peterson@fultoncountyga.gov<br/>Chief Deputy Clerk to the Board of Commissioners<br/>Fulton County Government<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 11/27/2017 1:39:37 PM<br/>ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p> | <p><b>Completed</b></p> <p>Using IP Address: 74.174.59.10</p>  | <p>Sent: 12/4/2025 8:21:45 AM<br/>Viewed: 12/8/2025 11:12:03 AM<br/>Signed: 12/8/2025 11:12:17 AM</p> |
| <p>Robert L Pitts<br/>harriet.thomas@fultoncountyga.gov<br/>Chairman<br/>Fulton County<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/9/2025 9:35:22 AM<br/>ID: 00090a63-022b-4ce1-9668-4aed84c3c233</p>   | <p><i>Robert L Pitts</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 74.174.59.10</p>  | <p>Sent: 12/8/2025 11:12:20 AM<br/>Viewed: 12/9/2025 9:35:22 AM<br/>Signed: 12/9/2025 9:35:30 AM</p>  |
| <p>Tonya Grier<br/>Tonya.Grier@fultoncountyga.gov<br/>Clerk to the Commission<br/>Fulton County Government<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 10/27/2025 11:21:47 AM<br/>ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab</p>                               | <p><i>Tonya Grier</i></p>  <p>Signature Adoption: Uploaded Signature Image<br/>Using IP Address: 136.226.3.92</p> | <p>Sent: 12/9/2025 9:35:33 AM<br/>Viewed: 12/9/2025 10:10:12 AM<br/>Signed: 12/9/2025 10:10:21 AM</p> |

| In Person Signer Events  | Signature            | Timestamp  |
|--|----------------------|--|
| <p><b>Editor Delivery Events</b></p>   | <b>Status</b>        | <b>Timestamp</b>   |
| <p><b>Agent Delivery Events</b></p>  | <b>Status</b>        | <b>Timestamp</b>   |
| <p><b>Intermediary Delivery Events</b></p>   | <b>Status</b>        | <b>Timestamp</b>   |
| <p><b>Certified Delivery Events</b></p>  | <b>Status</b>        | <b>Timestamp</b>   |
| <p><b>Carbon Copy Events</b></p> <p>Shondra Turner<br/>shondra.turner@fultoncountyga.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | <p><b>COPIED</b></p> | <p>Sent: 12/9/2025 10:10:25 AM<br/>Resent: 12/9/2025 10:10:34 AM<br/>Viewed: 12/9/2025 10:23:20 AM</p> |
| <p>Brian Jones<br/>brian.jones@fultoncountyga.gov<br/>President-Elect<br/>Fulton County Government<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p>                    | <p><b>COPIED</b></p> | <p>Sent: 12/9/2025 10:10:26 AM</p>   |

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Not Offered via DocuSign

Dian DeVaughn  
dian.devaughn@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/9/2025 10:10:28 AM  
Viewed: 12/9/2025 12:37:42 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 12/1/2025 10:30:28 AM |
| Certified Delivered | Security Checked | 12/9/2025 10:10:12 AM |
| Signing Complete    | Security Checked | 12/9/2025 10:10:21 AM |
| Completed           | Security Checked | 12/9/2025 10:10:28 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **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 signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 Carahsoft OBO Fulton County, Georgia:**

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: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

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**Required hardware and software**

|                            |   |
|----------------------------|---|
| Operating Systems:         | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X   |
| Browsers:                  | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:                | Acrobat® or similar software may be required to view and print PDF files  |
| Screen Resolution:         | 800 x 600 minimum   |
| Enabled Security Settings: | Allow per session cookies   |

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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