



STAFF MEMO:
FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks & Recreation Director
DATE: Submitted on August 10, 2023 for the Monday, August 21, 2023 Regular City Council Meeting

DocuSigned by:
Tom McKlveen
D29D4A09GDC8470

AGENDA ITEM: Approval of a Construction Services Agreement Between the City of Milton and Prudencio Hernandez Romero dba Exceed Tree Care for the Cleanup of Fallen Trees at Providence Park, Birmingham Park, and the Milton City Park and Preserve.

PROJECT DESCRIPTION

On July 20, 2023 a large storm moved through the North Atlanta area, causing many trees to fall within the park system. Staff quickly responded using our on-call contractors at the parks to remediate the trees that affected daily park utilization, such as trails or active components.

For the other fallen trees that were not as time sensitive to remediate, staff went out to bid as a cost saving effort. This contract addresses some of the largest trees that fell at Birmingham Park, along with Milton City Park & Preserve and Providence Park. Birmingham Park had eleven (11) trees across multiple trails, four (4) Trees in Milton Park and Preserve, and two (2) in Providence Park.

Staff recommends approval of this Construction Services Agreement with Exceed Tree Care.

PROCUREMENT SUMMARY

Purchasing method used: 3 Written Quotes (\$5,000-\$49,999)
Account Number: Multiple Accounts
Requisition Total: \$9,800.00
Vendor: Exceed Tree Care

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – August 14, 2023
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – August 8, 2023
Concurrent Review: Steven Krokoff, City Manager
Attachments: Construction Services Agreement

DocuSigned by:
Karen Ellis
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DocuSigned by:
Steven Krokoff
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SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





CONSTRUCTION SERVICES AGREEMENT – SHORT FORM
Storm Damage Tree Removal – Various Park Locations

This Construction Services Agreement (the “Agreement”) is made and entered into this ___ day of ___, 20___ (the “Effective Date”), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter referred to as the “City”), and **PRUDENCIO HERNANDEZ ROMERO DBA EXCEED TREE CARE**, an Individual Sole Proprietor, having its principal place of business at 2985 Allen Drive, Cumming, Georgia 30040 (hereinafter referred to as the “Contractor”), collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, the City desires to retain a contractor to perform services for the construction of a Project (defined below); and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below).

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

Section 1. Contract Documents: This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the Contract Documents:

- A. Scope of Work, attached hereto as “**Exhibit A**”;
- B. Insurance Certificate, attached hereto as “**Exhibit B**”;
- C. Contractor Affidavit, attached hereto as “**Exhibit C**”;
- D. Subcontractor Affidavit, attached hereto as “**Exhibit D**”; and
- E. City of Milton Code of Ethics (codified in the official Code of the City of Milton).

In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 2. The Work: A general description of the Project is as follows: provide services to cut and roll off trails and eye line seventeen (17) downed or storm damaged trees at various park locations in Milton, Georgia (the “Project”). The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in “**Exhibit A**”, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 3. Contract Term; Termination: Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written “Notice to Proceed” issued by the City and shall fully complete the Work within three (3) business

days from the issuance of the Notice to Proceed by the City. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the City for Contractor's breach of this Agreement, the City shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 4. Work Changes: Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 5. Compensation and Method of Payment: The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed NINE THOUSAND, EIGHT HUNDRED AND 00/100 DOLLARS (\$9,800.00) ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon lump sum, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the City.

City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the City's certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the City's receipt and approval of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoice shall be submitted upon completion of the Work, and such invoice shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment, as appropriate) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

Section 6. Covenants of Contractor:

A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Contractor and the City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Contractor and the City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

B. Expertise of Contractor; City's Reliance on the Work. The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. The Contractor acknowledges and agrees that the acceptance or approval of any Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

C. Contractor's Reliance on Submissions by the City. Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided

by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.

D. Contractor's Representative; Meetings. Prudencio Romero shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative. Contractor shall meet with City's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of this Agreement at no additional cost to City.

E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the City the right to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only. Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

F. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of a willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the City, Contractor shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Contractor's Work and that the City and its officials, employees or agents are named as additional insureds.

H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the City.

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

- (1) the Contractor shall provide evidence on City-provided forms, attached hereto as “**Exhibits “C” and “D”**” (affidavits to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

In the event the Contractor contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “**Exhibit D**”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

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

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)’ indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

J. Confidentiality. Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information.

K. Licenses, Certifications and Permits. Contractor covenants and declares that it has obtained and will maintain all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary or customarily secured for proper execution and completion of the Work.

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

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work (“Materials”) shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials in the form prescribed

by the City. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

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

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

Section 7. Final Project Documents; Warranty: Prior to final payment, Contractor shall deliver to City copies of any as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the City. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the City.

Section 8. Miscellaneous:

A. Complete Agreement; Counterparts; Third Party Rights. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court. During the Term of this Agreement, Contractor shall maintain a business license with the City, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*).

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery

when sent via national overnight commercial carrier to the Party at the addresses first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor represents that it has given the City written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CONTRACTOR: PRUDENCIO HERNANDEZ ROMERO dba EXCEED TREE CARE

By: Prudencio Romero

Its: Owner (Sole Proprietorship/Individual)

Attest/Witness:

Luis Romero

By: Luis Romero

Its: Witness

CITY OF MILTON, GEORGIA

RATIFIED BY COUNCIL

Signature: ~~AS~~
~~Steven Krokoff, City Manager~~

Signature: _____
Peyton Jamison, Mayor

Stacey Inglis, Deputy City Manager

[CITY SEAL]

Attest: _____

By: _____
Its: City Clerk

Approved as to form:

DocuSigned by:
Jennifer McCall 8/14/2023
City of Milton 8432807748A... Date

“EXHIBIT A”

EXCEED TREE CARE INVOICE



Date: August 8, 2023
 Receipt # 1

Exceed Tree Care
 7404 Majors Rd.
 Cumming, GA 30041
 (404)-587-2214
 romero@exceedtreecare.com

SERVICE Jen.younh@miltonga.gov
 TO Milton City Tree Work

AREA	CHECK NO.	JOB
		Tree Removal

QTY	ITEM #	DESCRIPTION	SUPPLEMENTARY	SUB-TOTAL	LINE TOTAL
PROVIDENCE PARK					
1	Pine Tree	-Sectioned and rolled 10 ft off trail & eye line	- White trail	<u>\$1,800</u>	<u>\$1,800</u>
1	Oak Tree	Sectioned and rolled 10 ft off trail & eye line	-Blue Trail		
MILTON CITY PARK & PRESERVE					
1	Pine Tree	-- Sectioned and rolled 15-20f ft off trail & eye line	-Located behind community center		
3	Trees	- Sectioned and rolled 15-20f ft off trail & eye line	-located near trail	<u>\$3,000</u>	\$3,000
Brush & Tree removal	-Brush/limbs	- Sectioned and rolled 15-20f ft off trail & eye line	-located near trail		
BIRMINGHAM PARK					
1	Tree	Sectioned and rolled 10 ft off trail & eye line	-Meadow trail		
2	Trees	Sectioned and rolled 10 ft off trail & eye line	-Red-Yellow Trail	<u>\$5,000</u>	\$5,000
6	Trees	Sectioned and rolled 10 ft off trail & eye line	-Blue Trail		
2	Trees	Sectioned and rolled 10 ft off trail & eye line	-Equestrian Trailer parking		
				Line Total	\$9,800.00

“EXHIBIT B”

EXHIBIT "C"
PRIVATE EMPLOYER EXEMPTION AFFIDAVIT
O.C.G.A § 13-10-91

STATE OF GEORGIA
COUNTY OF FULTON

By executing this Affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employees zero (0) employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by O.C.G.A. § 13-10-90.

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

Prudencio Romero
Signature of Exempt Private Employer

8 - 10 - 2023
Date

Prudencio Romero
Printed Name of Exempt Private Employer

Subscribed and sworn before me on this the 10th day of August, 2023

[Signature]
Notary Public
My Commission Expires: 04/30/27



A COPY OF A VALID DRIVER'S LICENSE IS REQUIRED TO BE SUBMITTED WITH THIS FORM

THIS PART TO BE FILLED OUT BY THE CITY:

DL Info: GA
State: _____ Exp Date: 04/28/2029

Verified by:
Honor Motes, Procurement Mgr 08/11/2023
CC Procurement Office Date

“EXHIBIT D”

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT
under O.C.G.A. § 13-10-91(b)(3)**

STATE OF _____
COUNTY OF _____

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Storm Damage Tree Removal – Various Park
Locations
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

My Commission Expires:
