



STAFF MEMO:
FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
DATE: Submitted on July 22, 2024, for the August 5, 2024, Regular City Council Meeting

DocuSigned by:
Tom McKlveen
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AGENDA ITEM: Approval of a Services Agreement between the City of Milton and One Two Tree, LLC for On-Call Tree Removal Services

PROJECT DESCRIPTION

Each year, dozens of trees are either identified as potential hazards or fall on City-owned property, whether it be on parkland, public facility land, or public safety property.

The City released an RFP to provide proposals for on-call tree removal services. Included in the scope of work are tasks such as promptly removing fallen trees and cutting down dying or decaying trees to enhance safety for users and maintain the facilities. At the conclusion of the RFP process, One Two Tree, LLC was selected as an on-call tree removal service vendor.

This contract has an option of four (4) annual terms beginning August 6, 2024, and ending September 30, 2028.

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: Multiple accounts across various departments.
Requisition Total: Purchase Orders issued on a Task Order basis as needed.

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director - July 25, 2024

Legal Review: Jennifer McCall, Jarrard & Davis, LLP – July 18, 2024

Concurrent Review: Steven Krokoff, City Manager

Attachment(s): Services Agreement

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

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SERVICES AGREEMENT – SHORT FORM
On-Call Tree Removal Services

This Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter referred to as the “City”), and **ONE TWO TREE, LLC**, a Georgia limited liability company, having its principal place of business at 1199 Longwood Dr SW, Marietta, GA 30008 (herein after referred to as the “Contractor”), collectively referred to herein as the “Parties.”

WITNESSETH:

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

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

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

Section 1. Agreement. The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit “A”** – Scope of Work
- Exhibit “B”** – Insurance Certificate
- Exhibit “C”** – Contractor Affidavit
- Exhibit “D”** – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, 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 on-call tree removal services on an as needed basis as determined by the City for the City’s parks and facilities locations (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. Unless otherwise stated in **Exhibit “A”**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

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. Preventative service maintenance for each listed facility/building will be performed twice annually, typically every six (6) months. On-call service shall be provided on an as-needed basis, in compliance with the response times for routine and emergency service specified in **Exhibit “A”**. This Agreement shall commence on the Effective Date and terminate without further obligation on part of the City at the end of the day on September 30, 2024. In accordance with O.C.G.A. § 36-60-13(a), this Agreement shall automatically renew for four (4) successive annual renewal terms (finally expiring without renewal on September 30, 2028) absent City’s provision of written notice of non-renewal of Contract at least five (5) days prior to first day of the applicable renewal term. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City. City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to City for Contractor’s breach of this Agreement, City shall pay Contractor for Work performed to date in accordance with Section 5 herein. Certain obligations will survive the

expiration/termination of the term.

Section 4. Work Changes. Any changes to the Work requiring an increase in the Maximum 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. Compensation for any on-call services shall be based on the On-Call Pricing as specified in **Exhibit “B”** and the actual service calls provided by Contractor. Contractor represents that the Contract Price is sufficient to perform all 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 Contractors profession and industry, Contractor will give written notice immediately to City.

City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed and reimbursement for costs incurred shall be paid to Contractor upon City’s receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents required by the Agreement or requested by City to process the invoice. A single invoice shall be submitted at the conclusion of the Work.

Section 6. Covenants of Contractor.

A. Licenses, Certification and Permits. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Contractor; City’s Reliance on the Work. Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor’s Work performed under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance. Contractor acknowledges and agrees that the acceptance or approval of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement 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 City. Contractor must have timely information and input from City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by City, but Contractor shall provide immediate written notice to City if Contractor knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

D. Contractor’s Representative; Meetings. Brittany Hoke [INSERT NAME] shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. 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 the City.

E. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of 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 City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless City and City’s elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited

to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the sole negligence, recklessness, or intentionally wrongful conduct of the Indemnified Party.. This 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. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. 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 Contractors, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

H. 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.

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

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

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

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "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 an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy

to City within five (5) business days of receipt from any subcontractor. 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 Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **CHECK APPLICABLE NUMBER OF EMPLOYEES**

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

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

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

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

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

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

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, 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. Contractors Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Contractor to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or

negotiation process: (a) the Contractor shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Contractor shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Contractor agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 7. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. 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 all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

D. 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 day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

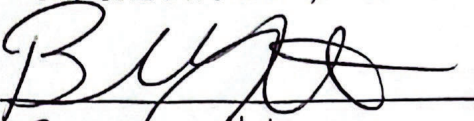
E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity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

F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. 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. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

[SIGNATURES ON FOLLOWING PAGE]

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

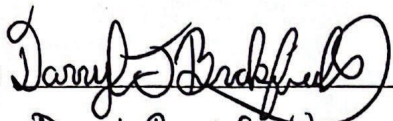
CONTRACTOR: ONE TWO TREE, LLC

Signature: 

Print Name: Brittany Hoke

Title: [CIRCLE ONE]
Member Manager (LLC)

Attest/Witness:

Signature: 

[CORPORATE SEAL]
(required if corporation)

Print Name: Daryl Brakefield

Title: _____
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Tammy Lowit, City Clerk

Approved as to form:

 7/29/2024
City Attorney Date

EXHIBIT "A"



CITY OF MILTON REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 24-PR01	RFP Title: On Call Tree Removal Services
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Due Date and Time: March 27, 2024, by 2:00 pm EST	Number of Pages: 47
<i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	

ISSUING DEPARTMENT INFORMATION

Issue Date: March 7, 2024

City of Milton Parks & Recreation and Facilities Mgmt 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov
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INSTRUCTIONS TO OFFERORS

<p>Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov</p> <p>If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.</p>	<p>Mark Envelope/Package: RFP Number: 24-PR01 Name of Company or Firm</p>
	<p>Special Instructions: Deadline for Written Questions March 15, 2024, by 5:00 PM EST</p> <p>Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov</p>

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

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

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1. _____ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at <http://www.miltonga.gov> will include all questions asked and answered concerning the RFP.
5. _____ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.
7. _____ Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.
8. _____ Check the website for RFP addenda. Before submitting your response, check the City's website at <http://www.miltonga.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's response.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

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

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

Name of Offeror _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:



**RFP# 24-PR01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PR01), On Call Tree Removal Services.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

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

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

E-Verify Number

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

Date of Authorization

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

Name of Contractor

Signature of Authorized Officer or Agent

On Call Tree Removal Services
Name of Project

Printed Name and Title of Authorized Officer or Agent

City of Milton, Georgia
Name of Public Employer

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

SCHEDULE OF EVENTS

Task	Date
Issue RFP	March 7, 2024
Site Visit (<i>recommended, but not mandatory</i>)	n/a
Deadline for Questions	March 15, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, March 21, 2024
Proposals Due	By 2:00 p.m. EST on March 27, 2024
Award Contract	May 6, 2024 (proposed)

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

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton is requesting proposals from qualified firms to provide on-call tree removal services on an as needed basis as determined by the City. All Offerors must comply with all general and special requirements of the RFP information and instructions enclosed herein.

The City intends to award one or more contracts for these services. Each contract will be for an annual term with the opportunity for four (4) additional annual renewals.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement except at the direction of Honor Motes, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Procurement Office: Honor Motes, Procurement Manager
Address: 2006 Heritage Walk, Milton, GA 30004
Telephone Number: 678-242-2507
E-mail Address: honor.motes@miltonga.gov

1.2 REQUIRED REVIEW

A. Review RFP.

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on March 15, 2024**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **March 21, 2024**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at <http://www.miltonga.gov>. Offerors must sign and return any

addendum with their RFP response.

D. Standard Contract.

By submitting a response to this RFP, Offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects the requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Professionals submitting a response to this RFP.

E. Mandatory Requirements.

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all potential phases of this project.

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal: No more than six (6) pages – cover page(s), table of contents, tabs, and required forms do not count toward the page limit. It shall have a minimum of 11-point font.

Each Technical Proposal Shall Contain:

- a. **Offeror/Company Profile:** Provide the name, a brief profile, and the year of establishment of the company. Include similar information for any sub-contractors to be engaged in the bid.
- b. **Experience and References:** Detail the Offeror's experience by outlining previous tree removal projects and the company's level of expertise. We request that all offerors include a list of at least three (3), but not to exceed five (5) references from previous clients who have received similar services. Please provide contact information for each reference, including name, title, organization, email, and phone number.
- c. **Project Approach & Equipment:** Provide a statement describing the Scope of Work as the offeror understands it. Provide approaches to the following components of the scope of work: Safety protocols, equipment utilization (including what specialized tree removal equipment you have access to), and environmental considerations.

6. **Pricing** (See Section 5.0)

7. **Applicable Addenda Acknowledgement Forms** (if necessary)

B. Failure to Comply with Instructions.

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Electronic Submittal Required and Deadline for Receipt of Proposals.

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov by 2:00 PM on March 27, 2024. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

D. Late Proposals.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.

All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.

Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets

the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes, Procurement Manager, for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.

Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.

The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.

Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will

not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

I. Contract Negotiation.

The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.

Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.



SECTION 3: SCOPE OF WORK

3.0 PROJECT DESCRIPTION

The City of Milton is requesting proposals for on-call tree removal services at any of the City's parks and facilities locations.

NON-EMERGENCY GENERAL TREE SERVICE:

Contractor will provide all necessary labor, tools, implements, equipment, material, and supplies needed to complete the contracted work and to properly dispose of all materials generated in the course of the work.

All non-emergency work must be approved by a City of Milton Department Head or designee prior to commencing with said work.

Work will consist of preventative and general tree removal, and tree stump removal in various locations throughout the City of Milton. Depending on the location of the tree, the height of the stump will vary.

Upon notification by Milton staff, the Contractor will schedule and perform the requested services within one week (5 business days), or at a time mutually agreed upon by the City of Milton and the Contractor. The Contractor may be required to schedule a site visit and provide the City with an estimate prior to performing the work.

If material is removed from the site, the Contractor shall legally dispose of all waste material generated.

STUMP REMOVALS:

Removals with Stumping shall be as directed by City Staff. All above ground parts of the tree shall be removed. Stumping shall be as Indicated below.

Stump Removal Requirements shall be as follows:

- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump, and the roots are separated by at least eighteen (18) inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at ground level, whichever is greater.
- All surface roots within a six (6) foot radius of the center of the stump shall be removed.

- All surface roots within three (3) feet of the sidewalk shall be removed.
- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
- Treatment of the debris from stump removal shall be chosen and priced prior to the start of work using one of the following two options:
 1. Ground wood chips from the stump removal shall be used to backfill the hole, leaving a three (3) to four (4) inch mound of chips to allow for settling. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.
 2. Ground wood chips from the stump removal shall be used with imported loamy soil (free of woodchips and debris) to backfill the hole. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

ADDITIONAL ITEMS:

Site Cleanup shall be completed immediately after each tree, section of trees, or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves, any plant material, or any other materials generated during the job shall be removed from the work area before leaving the site. If this is not possible then barricades or cones or caution tape must be used and provided by the contractor, until the site is clean as determined by City Staff.

If the Contractor chooses to do non-emergency work on a weekend day or on a holiday, notification is required prior to beginning the work and will be done at no extra charge.

ALL Non-Emergency will be invoiced per the quoted price for Services denoted in the "Fee Schedule" of this contract. Items that fall outside of that price schedule must be quoted separately.

In rare circumstances, other work related to the completion of work may be required but not included in "Exhibit B". These other tasks may include but are not limited to tree trimming, traffic control, other unspecified rented/required equipment, etc. These additional work components will be agreed upon by the City and Contractor.

- Traffic Control may include but will not be limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.



SECTION 5: COST PROPOSAL – Page 1 of 2

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Fee Schedule

Position	Price Unit	Rate (\$)
2-man crew	Per Hour	
3-man crew	Per Hour	
4-man crew	Per Hour	
Stump Grinding – Less than 16" diameter	Per Stump	
Stump Grinding – Greater than 16" diameter	Per Stump	
Bucket Truck and Operator	Per Hour	
Crane (40 ton) and Operator	Per Hour	

Annual Escalator Percentage (%) if applicable: _____



SECTION 5: COST PROPOSAL continued – Page 2 of 2

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

Print/Type Company Name Here: _____

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Title _____

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- Cost Proposals will be reviewed after the technical review process.

Proposal Evaluation Criteria:

Qualifications and Experience

50 pts.

- Company history & experience
- Experience and qualifications of the work team
- References from previous clients, particularly those with comparable projects
- Access to necessary equipment to perform work

Price (Section 5)

50 pts.

Total Possible Points Available are 100 points.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated

between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

EXHIBIT "B"



ONE TWO TREE

Table of Contents

- Pg 1-2. Offeror/Company Profile
- Pg 3. City of Milton request for proposal cover page
- Pg 4. City of Milton Disclosure form
- Pg 5. City of Milton Proposal letter
- Pg 6. Contractor Affidavit and Agreement
- Pg 7. Experience
- Pg 8. References
- Pg 9. Project Approach and Equipment



March 26, 2024

City of Milton
ATTN: Honor, Procurement Manager
2006 Heritage Walk,
Milton, GA 30004

RFP #: 24-PR01- On Call Tree Removal Services

Dear Selection Committee,

We would like to sincerely thank you for your consideration of our team for On Call Tree Removal Services.

We have been in business since 2015 but come to the table with years of experience from multiple team players. Having the smaller family owned and operated office allows us the ability to give you a real time answers on any project the first time you email or call us. Almost instant updates, before/after photos, and a positive attitude with great detailed information is what sets us apart from the others.

One Two Tree is a Woman Owned Small Business (WOSB) with extensive experience. Our team has industry knowledge and professionalism when it comes to tree safety, paying attention to small details, and keeping all customers first. Our services offer tree removal, tree pruning, stump grinding, tree care and debris hauling. We are located in Mableton by the 285 loop with a crew of 7 that are full-time employees. We have a mini skid, full size skid steer, 15" and 18" Bandit chippers, Bucket Truck and 2 chip trucks.



Our Subcontractor, Beasley Tree Expert located in Canton has been in business since 2021. They are committed to taking care of your trees and plants to ensure the safety of the environment around them. Safety is a top priority for Beasley. They use the proper equipment and techniques, and they are very mindful of their surroundings. They are equipped with a 45T Crane, Grapple truck, 3 Mini skids, Full size Skid Steer and Stump grinder.

Brittany Hoke is the owner of the company. Brittany typically handles bidding and accounting. She also manages the phone calls and emails generated on a day-to-day value. Field operations, techniques and general logistics are managed by Heath Hoke, Husband of Brittany Hoke. He is on location for every project, large or small. Heath has a handful of years' experience in the field with equipment and climbing. Our goal is to offer a total package for your tree care industry needs.

It is our pleasure to submit the right team, present the right qualifications, and possess the right knowledge base to execute the work.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "B. Hoke", written over a horizontal line.

Mrs. Brittany Hoke (President)
One Two Tree, LLC
1199 Longwood Dr SW
Marietta, GA 30008
404-944-1086
Bhoke@onetwotree.net



CITY OF MILTON REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 24-PR01	RFP Title: On Call Tree Removal Services
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Due Date and Time: March 27, 2024, by 2:00 pm EST	Number of Pages: 47
<i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	

ISSUING DEPARTMENT INFORMATION


Issue Date: March 7, 2024	
City of Milton Parks & Recreation and Facilities Mgmt 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov

INSTRUCTIONS TO OFFERORS

<p>Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov</p> <p>If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.</p>	<p>Mark Envelope/Package: RFP Number: 24-PR01 Name of Company or Firm</p>
	<p>Special Instructions: Deadline for Written Questions March 15, 2024, by 5:00 PM EST</p> <p>Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov</p>

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address: One Two Tree, LLC	Authorized Offeror Signatory: Brittany Hoke  (Please print name and sign in ink)
Offeror Phone Number: 404-944-1086	Offeror FAX Number: N/A
Offeror Federal I.D. Number: 47-5381002	Offeror E-mail Address: Bhoke@onetwotree.net

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

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

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

Name of Offeror One Two Tree, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

N/A




**RFP# 24-PR01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PR01), On Call Tree Removal Services.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 3/22/2024

Print/Type Name Brittany Hoke

Print/Type Company Name Here One Two Tree, LLC



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

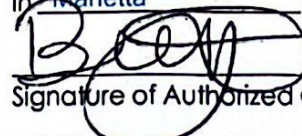
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use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

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

1464509
E-Verify Number
October 19th 2019
Date of Authorization
One Two Tree, LLC
Name of Contractor
On Call Tree Removal Services
Name of Project
City of Milton, Georgia
Name of Public Employer


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

Executed on March, 2024
in Marietta (city), GA (state).


Signature of Authorized Officer or Agent
Brittany Hoke

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY OF March, 2024


NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

Nov 3, 2026



One Two Tree Experience

One Two Tree has provided multiple tree maintenance tasks, whether it was trimming tree limbs over structures, line of site for right-a-ways or trimming dead and hazardous limbs to prevent any safety concerns. For these projects we will have our Lead Forman and 4-6 crew members, all crew members have Sena coms to allow team to communicate with each other. They will use a chip truck, woodchipper, chainsaws, skid steer, ropes, and spider lift/ bucket truck. (Cobb County DOT, 2022)

While working with the Marietta city arborist, we successfully and safely without incident removed a red oak from the playground area in a local park. This tree was massive, leaning, and had a bad split going right up the inside that was visible (city of Marietta 2021). For this project we had a Lead Forman, 2 operators and 4 crew members, all crew members have Sena's to allow team to communication with each other. They used a chip truck, woodchipper, skid steer, chainsaws, spider lift, grapple truck and ropes.

One Two Tree has safely felled approx. 40 trees along the creek for the City of Chamblee for a stream back restoration project with (Ed Castro, 2023), For this project we have a Lead Forman, 2 operators and 4 crew members. All crew members have Sena coms to allow the team to communicate with each other. They used two skid steers and a large backhoe, rope, woodchipper, grapple truck, and chainsaws.

Our subcontractor, Beasley Tree Expert, has helped us in multiple projects by using his crane to safely remove trees in tight spots. We worked together removing over 20 hazardous trees in a washed-out area to allow the surrounding house to stay safe. (Ed Castro, 2022) We have also worked with Atlanta Watershed Management facility removing approx. 6 trees that had threatened those water tanks. These projects have a Lead Forman, 2 operator, 5 crew members and climber that worked one-on-one with Beasley, communicating with Sena technology. All other crew members have Sena to communicate with the ground team. For both projects we use a 45T crane, grapple truck, chip truck, woodchipper, skid steer, ropes, chainsaws, and climbers.

Each of these projects has different levels of expertise but never any that we couldn't handle.



References:

1. Ed Castro Landscaping, Inc. (2017- Current)
On Demand Tree Removal/Trimming and Stump Grinding
1125 Old Ellis Rd, Roswell, GA 30076
Jonathan Merrey (Customer Relations Manager) #770-891-3312 jmerrey@edcastro.com

2. Dekalb County (2022- Current)
Tree Cutting and Removal Services
1300 Commerce Drive
Decatur, Georgia 30030
Tina Phan (Administrative Coordinator) #404-294-2708 tphan@dekalbcountyga.gov

3. Cobb County DOT (2023-Current)
Tree/Limb Removal and Trimming
1890 County Services Pkwy, Marietta, GA 30008
Michael Whitfield (DOT Coordinator) #770-598-4161
michael.whitfield@cobbcounty.org

4. Cobb County School District (2022-Current)
Tree Removal Services
560 Glover St, Marietta GA 30060
Andy Wills (Grounds Foreman) #770-365-7182 ANDY.WILLS@cobbk12.org

5. City of Marietta (2019-Current)
On Demand Tree Care
205 Lawrence St NE, Marietta, GA 30060
Rich Deckman (City Arborist) #770-656-9054 Rdeckmand@marietta.gov

Project Approach & Equipment

Tree safety is critical considering that is one of the most dangerous activities in the service industry. Our team will inspect all PPE, vehicles, tools, and equipment before the day starts. If there are any concerns with these items and they are found defective, they are destroyed and replaced with new ones. Over the past decade we have had several safety measures implemented, from wheel chocks, traffic cones, signage, to protective clothing such as steel toe boots and chainsaw proof pants. During any tree removal, trimming, pruning, and stump grinding, we establish a drop or danger zone with cones and/or caution tape that restricts pedestrians from allowing them in the hazardous area. Before we dig, 811 is called to mark all utility wires.

Our company will not work during any sort of inclement weather. If there are winds, snow, hail, or any other sort of weather that could put them in harm's way, our team will reschedule for a better day. In the event of an emergency, depending on the type of emergency, the crew is trained to respond accordingly in a calm and timely manner. All our employees are trained in first Aid and CPR. We never climb unassisted. Having a spotter is critical. Every truck has a medical kit, fire extinguisher and all our climbers carry a blood stopper kit. However, the most important procedure we practice daily is the compliance of the ANSI Z-133. We also implement the ISA and OSHA standard work practices daily.

One Two Tree can respond to any project within 1-2 weeks' notice very effectively. We route each job's location to coordinate to the next one. This way we are not driving in circles. As peak time hits, we schedule jobs that fit together. We use the days to their full potential and rotate our staffs off time to keep trucks rolling daily. All work shall be scheduled at the City of Milton's convenience and in cooperation with City of Milton's representative, per the SOW. We typically respond to service requests within 24 hours unless it's an emergency, then we are there in less than 24hrs. One Two Tree has access to a 3 Mini Skid, 2 full size Skid Steer, 15" and 18" Bandit Chippers, 2 Chip trucks, 45T Crane, 75FT Spider Lift, Grapple truck and Stump grinder.

Our company considers environmental safety an important part of the planning process. Trees are a vital part of maintaining biodiversity, preserving habitats and have numerous ecological benefits. One Two Tree recommends regular pruning and trimming for your trees, when done correctly, can extend the life of a tree. An increase of tree canopy can make a huge impact on the management of bio-diverse systems and the management of stormwater, structure and fertility of soil, urban pollution, and air quality, and reduce overall impact of conditions that weigh heavily on the environment. We work hand in hand with cities and counties as well as local colleges and high schools by removing dead, dying, and hazardous trees, by helping preserve the health of the other trees while minimizing environmental impact. When One Two Tree removes trees, we protect the surrounding environment using Specialized equipment and techniques may be employed to remove the tree while minimizing disruption safely and effectively to the surrounding environment. All tree disposal tree debris will be turning it into wood chips, mulch, or compost that can reduce the ecological impact of tree removal.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

One Two Tree, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Brittany Hoke
NAICS: 561730, 113210 UNSPSC: 10152000
Certification Number: WOSB230252
Renewal Date: December 31, 2024
WOSB Regulation Expiration Date: 12/31/2024



Roz Lewis, Women's Business Center President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesh White, Sr. Vice President, Certification



SECTION 5: COST PROPOSAL – Page 1 of 2

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Fee Schedule

Position	Price Unit	Rate (\$)
2-man crew	Per Hour	\$50
3-man crew	Per Hour	\$75
4-man crew	Per Hour	\$100
Stump Grinding – Less than 16" diameter	Per Stump	\$75
Stump Grinding – Greater than 16" diameter	Per Stump	\$95
Bucket Truck and Operator	Per Hour	\$65
Crane (40 ton) and Operator	Per Hour	\$250

Annual Escalator Percentage (%) if applicable: 1%



SECTION 5: COST PROPOSAL continued – Page 2 of 2

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

Print/Type Company Name Here: One Two Tree, LLC

Authorized Signature  Date 3/22/2024

Print/Type Name Brittany Hoke

Print/Type Title President



ONETWOT-02

SSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Norton Metro Insurance 11675 Great Oaks Way Suite 100 Alpharetta, GA 30022	CONTACT NAME: Sheila Smith		
	PHONE (A/C, No, Ext): (678) 775-0520	FAX (A/C, No): (678) 775-0521	
	E-MAIL ADDRESS: ssmith@nortoninsurance.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED One Two Tree, LLC 1199 Longwood Drive SW Marietta, GA 30008	INSURER A : Western World Insurance Company		13196
	INSURER B : Progressive Mountain Insurance Company		35190
	INSURER C : Silver Oak Casualty, Inc.		26869
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT AI-PNC-WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	NPP6073797	6/7/2024	6/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ Excluded
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> BLKT AI <input type="checkbox"/> NON-OWNED AUTOS ONLY			982363236	6/10/2024	6/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XGL8052010	6/7/2024	6/7/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SVWCGA3281682024	6/8/2024	6/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WC OFFICER EXCLUDED: Brittany Hoke

CERTIFICATE HOLDER

CANCELLATION

City of Milton
 Parks & Recreation and Facilities Mgmt
 2006 Heritage Walk
 Milton, GA 30004

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

AUTHORIZED REPRESENTATIVE

Rene Richardson



ADDITIONAL REMARKS SCHEDULE

AGENCY Norton Metro Insurance		NAMED INSURED One Two Tree, LLC 1199 Longwood Drive SW Marietta, GA 30008	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

GEORGIA DIRECTIVEE

Please find the attached certificate you requested along with all supporting policy endorsements . Due to a change in the Georgia state statute, 33-24-19.1 and directive 120-2-103.07 from the Georgia Insurance Commissioner's office, agents & brokers are no longer legally able to add wording in the Description of Operations section of a Certificate of Insurance other than a reference number from the contract for identification purposes only. This reference may include but not be limited to project number, project name, project description or a general description of work to be performed.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR A
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this policy for liability arising out of "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only to the extent the additional insured is being held responsible for any negligent acts and/or negligent omissions of the named insured.

This insurance afforded shall not apply to claims, "suits" and/or damages arising out of any acts, omissions and/or negligence of the additional insured(s) or of any person or party other than the named insured.

The inclusion of the additional insured(s) shall not operate to increase the Limits of Insurance.

Primary and Noncontributory Provision

The OTHER INSURANCE (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the named insured.

Waiver of Subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those who are added as additional insureds by this endorsement. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part of out of any acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

**TO THE EXTENT, IF ANY, THAT THIS POLICY AFFORDS COVERAGE TO AN
ADDITIONAL INSURED, THE ADDITIONAL INSURED IS SUBJECT TO ALL OF THE
TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s): TREE SERVICES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: 982363236

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: 982363236

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

STATE OF GA
COUNTY OF Cobb

EXHIBIT "C"

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

146509
Federal Work Authorization User Identification Number

10/29/2019
Date of Authorization

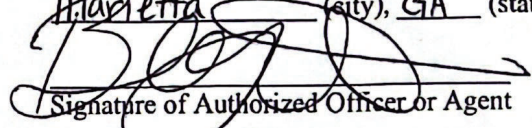
One Two Tree, LLC
Name of Contractor

On-Call Tree Removal Services
Name of Project

City of Milton, Georgia
Name of Public Employer

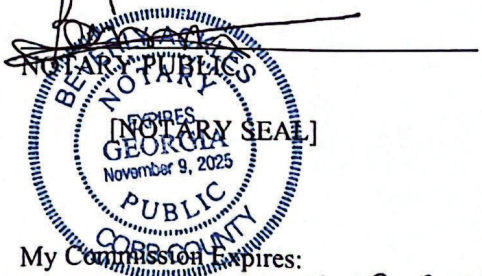
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July, 2024 in Marietta (city), GA (state).


Signature of Authorized Officer or Agent

Brittany Hoke
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 23rd DAY OF
July, 2024


My Commission Expires:

11-09-2025

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

On-Call Tree Removal Services
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
