



# AGENDA REPORT

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|------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>MEETING DATE:</b>         | October 19, 2026                                                                                                        | Regular                                                                             |
| <b>DEPARTMENT:</b>           | Parks and Recreation                                                                                                    | Tom McKlveen, Parks & Recreation Director                                           |
| <b>SECTION OF AGENDA:</b>    | Consent Agenda                                                                                                          | October 19, 2026                                                                    |
|                              | N/A                                                                                                                     |  |
| <b>AGENDA ITEM TITLE:</b>    | Approval of a Services Agreement with Illuminated Design, Inc. for Holiday Lighting & Décor Services                    |                                                                                     |
| <b>STATEMENT OF PURPOSE:</b> | The Contractor will provide material and labor to install holiday lighting and décor at City facilities and properties. |                                                                                     |
| <b>FINANCIAL IMPACT:</b>     | This work will be covered in the FY27 City Events fund. Total annual cost is within the budgeted amount.                |                                                                                     |
| <b>RECOMMENDED ACTION:</b>   | Approval of the Holiday Lighting & Décor Services – Services Agreement                                                  |                                                                                     |

## **EXECUTIVE SUMMARY:**

The City has provided holiday lighting and décor at key public facilities for several years as part of its seasonal programming and community events. Following the expiration of the previous contract, the City issued an Invitation to Bid for continuation of the program at Milton City Hall, Fire Station 44, Broadwell Pavilion, Freedom Park, and the Webb Road and Liberty Grove/SR 372 gateway signs.

The selected contractor was the lowest qualified bidder at an annual cost of \$21,998.42, which is within the \$25,000 budgeted for FY27. The agreement maintains the existing scope of work and pricing for three years. The holiday lighting and décor program has received positive community feedback, supports seasonal events such as Christmas in Crabapple and Pancakes with Santa, and contributes to creating welcoming public spaces and community gathering opportunities.

## **PURPOSE/BACKGROUND:**

Holiday lighting & Décor has been installed at City facilities for the past several years. This contract is a continuation of the holiday lighting & décor program, and the scope is consistent with what was installed in 2025. This contract was procured via an Invitation to Bid (ITB) and will include services for the next three years. The sites included for holiday lighting & décor are Milton City Hall, Fire Station 44, Broadwell Pavilion, Freedom Park, the Webb Road welcome/gateway sign, and the Liberty Grove/SR 372 welcome/gateway sign.

## **STAFF ANALYSIS:**

The work proposed is a continuation of previous holiday lighting & décor and the scope of work is consistent with previous years. This contract was put out to bid after the previous contract expired. The Contractor was selected as the lowest qualified bidder, and the contract allows for services at the same rate for three years.



### **FINANCIAL IMPACT:**

The total annual cost of \$21,998.42 was the lowest qualified bidder and within the \$25,000 budgeted in the FY27 budget for holiday lights and décor.

### **ALTERNATIVES CONSIDERED:**

Option 1: Approve – Install the lighting and décor with the same scope of work as previous years.

Option 2: Reduced Scope – Reduce the scope. May only highlight one character area, instead of having décor within different areas of the City.

Option 3: No action – Eliminate the holiday lighting & décor program.

### **LEGAL AND REGULATORY CONSIDERATIONS:**

The contract has been reviewed and approved by legal.

### **OPERATIONAL IMPACT**

There will be minimal impact at sites during installation and take down, however there will be no impact to normal operations, traffic, or emergency services.

### **COMMUNITY/STAKEHOLDER IMPACT:**

The holiday lighting and décor enhances the aesthetic of the areas that they are placed in and the City has received positive feedback regarding the lighting and décor in previous years. It also ties in with community events including Christmas in Crabapple and Pancakes with Santa.

### **STRATEGIC ALIGNMENT:**

Aligns with Strategic Priority #3: Acquire, manage, and develop public land and resources to support Milton's high quality of life, Goal #4: Facilitate and promote the use of public spaces for arts, culture, and events that make people feel welcome and connected to our community.

### **STAFF RECOMMENDATION:**

Approval of the Holiday Lighting & Décor Services – Services Agreement

### **REVIEWS & APPROVALS:**

**Financial Review:** Bernadette Harvill, Deputy City Manager – October 12, 2026

*Bernadette Harvill*

**Legal Review:** Jennifer McCall, Jarrard & Davis, LLP – September 28, 2026

**Concurrent Review:** Steven Krokoff, City Manager

*Steven Krokoff*

### **ATTACHMENTS:**

Services Agreement – Holiday Lighting & Decor



**SERVICES AGREEMENT**  
**Holiday Lighting & Décor Services**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004, (hereinafter referred to as the "City"), and **ILLUMINATING DESIGN, INC.**, a Georgia corporation, located at 6733 Jones Mill Court, Ste E, Peachtree Corners, GA 30092, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

**WITNESSETH:**

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

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

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

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

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

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

**I. SCOPE OF SERVICES AND TERMINATION DATE**

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

**Exhibit "A" – City Solicitation Documents**

**Exhibit "B"** – Contractor Response/Proposal

**Exhibit "C"** – Scope of Work

**Exhibit "D"** – Contractor Affidavit

**Exhibit "E"** – Subcontractor Affidavit

**B. Project Description.** The "Project" at issue in this Agreement is generally described as: provide services and items for holiday lighting and decorations at various locations in the City of Milton.

**C. The Work.** The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. All items must be approved by the City thirty (30) days prior to order being placed by the Contractor. Each year of the term, the following schedule should be followed: Holiday lighting and décor shall be installed between November 1<sup>st</sup> – November 22<sup>nd</sup> annually and installation must be completed in five (5) business days. Holiday lighting and décor must be removed annually between January 4<sup>th</sup> - January 22<sup>nd</sup> annually. Unless otherwise stated in **Exhibit "C"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

**D. Schedule, Completion Date, and Term of Agreement.** Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate on September 30, 2030. This consists of an initial termination date of September 30, 2027 with three (3) annual auto-renewals with no annual escalator for each renewal term beginning October 1, 2027 (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

## **II. WORK CHANGES**

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

**B. Right to Order Changes.** City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Contractor and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of

compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Contractor shall proceed with the changed work.

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

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

### **III. COMPENSATION AND METHOD OF PAYMENT**

**A. Payment Terms.** City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

**B. Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred for Year 1 shall not, in any case, exceed **TWENTY-ONE THOUSAND, NINE HUNDRED NINETY-EIGHT AND 42/100 DOLLARS** (\$21,998.42) (the "Year 1 Maximum Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a lump sum, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the City.

#### IV. COVENANTS OF CONTRACTOR

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

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

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

**C. City's Reliance on the Work.** Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

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

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

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

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

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

**H. Independent Contractor.** Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Contractor agrees to be solely responsible for its own matters relating to the

time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

#### **I. Insurance.**

- (1) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
  - (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including

bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Contractor's errors, omissions, or negligent acts.
  - (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
  - (e) Commercial Umbrella Liability Coverage: \$ N/A per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
    - (i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned,

leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) **Primary Insurance Requirement.** Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (iv) **Separate Coverage.** Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
- (v) **Defense Costs/Cross Liability.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (b) **Workers' Compensation Coverage.** The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (c) **All Coverages.**
  - (i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions,

provided they meet the minimum requirements under Georgia law.

- (ii) **Starting and Ending Dates.** Policies shall have concurrent starting and ending dates.
  - (iii) **Incorporation of Indemnification Obligations.** Policies shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.
- (5) **Acceptability of Insurers:** The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) **Verification of Coverage:** Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) **Subcontractors:** Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) **Claims-Made Policies:** Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or

prior to the Effective Date.

- (9) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- (10) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

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

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

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

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

subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

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

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

\_\_\_\_\_ 500 or more employees.

\_\_\_\_\_ 100 or more employees.

☒ Fewer than 100 employees.

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

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

**K. Records, Reports and Audits.**

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements

prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

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

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

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

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

**N. Reserved**

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

**P. Authority to Contract.** The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to

simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

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

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

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

## **V. COVENANTS OF CITY**

**A. Right of Entry.** City shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor

shall not unreasonably encumber the Project site(s) with materials or equipment.

**B.**

**B. City's Representative.** David Bergmaier, Facilities Manager, shall be authorized to act on City's behalf with respect to the Work as City's designated representatives on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

## **VI. TERMINATION**

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

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

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

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

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

**F. Requirements Upon Termination.** Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not

incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

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

## VII. MISCELLANEOUS

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

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

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

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

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Contractor shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides

evidence that no such license is required.

**F. Notices.**

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

**NOTICE TO CITY** shall be sent to:

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

**NOTICE TO CONTRACTOR** shall be sent to:

Illuminating Design, Inc.  
Attn: William Frey  
6733 Jones Mill Ct, Ste E  
Peachtree Corners, GA 30092

**G. Waiver of Agreement.** No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

**I. No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement,

cause of action or other right.

**J. Sovereign Immunity; Ratification.** Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

**K. No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

**L. Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

**M. Force Majeure.** Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount

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

N. **Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

*The Remainder of this Page is Intentionally Blank*

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

**CONTRACTOR: ILLUMINATING DESIGN, INC.**

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

Print Name: \_\_\_\_\_

Title: **[CIRCLE ONE]**

President/Vice President (corporation)

**Attest/Witness:**

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

Print Name: \_\_\_\_\_

Title: AR/AP

(Assistant) Corporate Secretary (required if corporation)

**CITY OF MILTON, GEORGIA**

\_\_\_\_\_  
By: Peyton Jamison, Mayor

[CITY SEAL]

**Attest:**

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

Print Name: \_\_\_\_\_

Title: City Clerk

**Approved as to form:**

Signed by:

Jennifer McCall

10/6/2026

City Attorney

Date

**EXHIBIT “A”**



| <b>City OF MILTON INVITATION TO BID</b><br><b>(THIS IS NOT AN ORDER)</b>                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid Number:</b><br><b>ITB 26-PW09</b>                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Project Name</b><br><b>Holiday Lighting &amp; Décor Services</b>                                                                                                                                                                                                                                 |
| <b>Due Date and Time: September 2, 2026 by 2:00 p.m. EST</b><br><br><i>*Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.</i>                                                                                                                                                                                                                           | <b>Number of Pages: 40</b>                                                                                                                                                                                                                                                                          |
| ISSUING DEPARTMENT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                     |
| <b>Issue Date:</b><br><b>August 13, 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                     |
| <b>City of Milton</b><br><b>Facilities Division of Public Works Dept.</b><br><b>2006 Heritage Walk</b><br><b>Milton, GA 30004</b>                                                                                                                                                                                                                                                                                                                       | <b>Phone: 678-242-2500</b><br><br><b>Website: <a href="http://www.miltonga.gov">www.miltonga.gov</a></b>                                                                                                                                                                                            |
| INSTRUCTIONS TO BIDDERS                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                     |
| <b>Electronic Submittal:</b> **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at <a href="http://www.miltonga.gov">www.miltonga.gov</a><br>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. | <b>Mark Face of Envelope/Package:</b><br><b>Bid Number: ITB 26-PW09</b><br><b>Name of Company or Firm</b>                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Special Instructions:</b><br><b>Deadline for Written Questions</b><br><b>August 24, 2026 by 5:00 p.m.</b><br><br><b>Submit questions online via the BidNet Direct procurement portal at</b><br><b><a href="http://www.miltonga.gov/finance/bids-rfps">www.miltonga.gov/finance/bids-rfps</a></b> |
| BIDDERS MUST COMPLETE THE FOLLOWING                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                     |
| Bidder Name/Address:                                                                                                                                                                                                                                                                                                                                                                                                                                    | Authorized Bidder Signatory:<br><br>(Please print name and sign in ink)                                                                                                                                                                                                                             |
| Bidder Phone Number:                                                                                                                                                                                                                                                                                                                                                                                                                                    | Bidder FAX Number:                                                                                                                                                                                                                                                                                  |
| Bidder Federal I.D. Number:                                                                                                                                                                                                                                                                                                                                                                                                                             | Bidder E-mail Address:                                                                                                                                                                                                                                                                              |
| BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                     |

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## Invitation to Bid ITB 26-PW09

The City of Milton is requesting bids from qualified parties to provide annual holiday lighting and décor installation at City facilities. Work under this contract will commence on or about October 1, 2026. The term of this Agreement shall be automatically renewed, in accordance with the contract documents, each year for three (3) additional one-year terms.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed/electronic bids will be received no later than **2:00 PM Local Time on September 2, 2026**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at [www.miltonga.gov/finance/bids-rfps](http://www.miltonga.gov/finance/bids-rfps).

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. *\*Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

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

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is August 24, 2026, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or *about August 26, 2026*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (ITB 26-PW09) and bid name (Holiday Lighting & Décor Service) when requesting information.

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

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

## SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

### EVENT

### DATE

ITB Issue Date

August 13, 2026

Deadline for Receipt of Written Questions

5:00 PM on August 24, 2026

Posting of Written Answers by City to Websites on or about

August 26, 2026

### **ITB DUE**

**No Later than 2:00 P.M. on September 2, 2026**

Tentative Contract Award (on/about)

September 21, 2026

Notice to Proceed (on/about)

*To be coordinated with the Contractor*

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

## BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

| Item | Description                                           | Page(s) |
|------|-------------------------------------------------------|---------|
| 1    | Filled out and Signed Invitation to Bid (Cover Sheet) | 1       |
| 2    | Bid Form and Addenda Acknowledgement (2 pages)        | 10-11   |
| 3    | <i>*Intentionally blank*</i>                          |         |
| 4    | Qualifications Signature and Certification            | 12      |
| 5    | List of Subcontractors                                | 13      |
| 6    | Contractor Affidavit and Agreement (eVerify)          | 14      |
| 7    | Disclosure Form                                       | 15      |
| 8    | Bid Submittal Form                                    | 19      |

## INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a unit price “purchasing contract” with one firm to be the primary supplier of the Holiday Lighting & Décor Services, ITB 26-PW09

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days’ written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any vehicle or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

## **EVALUATION**

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

## **INSURANCE REQUIREMENTS**

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
  - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella,

including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
  - (a) General Liability and Automobile Liability Coverage.
    - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
    - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
    - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
    - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
    - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.

- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
  - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

## **COST OF PREPARING A BID**

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



## **[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

### **BID FORM and ADDENDA ACKNOWLEDGEMENT**

**TO: PURCHASING OFFICE  
CITY OF MILTON  
MILTON, GEORGIA 30004**

**Ladies and Gentlemen:**

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

#### **Bid Number ITB 26-PW09 Holiday Lighting & Décor Services**

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

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

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of \_\_\_\_\_ Dollars (\$ (Five Percent of Amount Bid).

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

Bidder acknowledges receipt of the following addenda:

Addendum No.

Date viewed

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Bidder \_\_\_\_\_ (Seal)  
Company Name

Bidder Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_(Seal)  
(Signature)



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: \_\_\_\_\_



## **BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

### **CONTRACTOR AFFIDAVIT AND AGREEMENT**

#### **STATE OF GEORGIA CITY OF MILTON**

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

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

\_\_\_\_\_  
eVerify Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Holiday Lighting & Décor 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:  
\_\_\_\_\_



## DISCLOSURE FORM

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

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

Name of Bidder \_\_\_\_\_

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

\_\_\_\_\_

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

Amount/Value

Description

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PROJECT SPECIFICATIONS**

The City of Milton is seeking a vendor to provide annual holiday light and décor installation at City facilities. Facilities specified in the lighting scope are included below.

| <b>Facility</b>              | <b>Address</b>                      |
|------------------------------|-------------------------------------|
| Milton City Hall             | 2006 Heritage Walk                  |
| Fire Station #44             | 13690 Hwy 9                         |
| Broadwell Pavilion           | 12615 Broadwell Rd                  |
| Freedom Park                 | 13000 Deerfield Parkway             |
| Webb Road - Welcome Sign     | Hwy 9 & Webb Rd Intersection        |
| Liberty Grove – Welcome Sign | GA 372 & Liberty Grove Intersection |

## **GENERAL CONDITIONS & REQUIREMENTS**

1. Objective:  
The City of Milton (City) is seeking a qualified contractor to provide holiday lighting and décor material, installation, and removal services for various facilities owned and operated by the City of Milton. The objective of the City is to secure a timely, consistent, and cost-effective contract from one contractor, to provide holiday lighting and décor services.
2. Contractor Knowledge and Experience:  
Contractor has previous knowledge and experience with commercial lighting and décor installations. Contractor shall have the necessary personnel and resources to provide services outlined in the scope of work.
3. Materials and Equipment:  
Contractor shall provide all material and equipment outlined in the scope of work. This includes, but is not limited to, lights, extension cords, automatic timers, garland, wreaths, bows, ladders, lifts, fasteners, and any other equipment required for the installation.

## **CONTRACTOR'S RESPONSIBILITIES:**

1. Adherence to all Local, State, and Federal Laws and Requirements:  
The Contractor shall adhere to all current federal, state, and local laws, codes, and ordinances. The City prohibits smoking inside and at entryways into the city facilities. Contractor is expected to adhere to the prohibition.
2. Safety:  
It is the responsibility of the contractor to implement safeguards in compliance with OSHA standards to eliminate accidents, down time, and mistakes, while

facilitating quality workmanship in adherence to all local, state, and federal laws as applicable. The Contractor shall be responsible for the safety of employees and any unsafe acts or conditions that may cause injury or damage to any persons or property around the work site.

3. Key Personnel:

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

4. Contractor Provisions:

Provide all supervision, labor, tools, equipment, lights, décor, and services to perform holiday light and décor installation for the City of Milton.

**SCOPE OF WORK:**

1. Site Installations:

Milton City Hall – 2006 Heritage Walk

- Roofline – 440 ft, C9 light, warm white
- 10 Trees – Wrap trunk and canopy on 10 trees at plaza, mini light, warm white
- Sign – pre lit garland with two (2) bows

Fire Station 44 – 13690 GA-9 Building A

- Roofline – 300 ft, C9 light, warm white
- Wreath - Pre lit 48" wreath, hung on building
- Sign – Pre lit garland with two (2) bows

Broadwell Pavilion – 12615 Broadwell Rd

- Roofline – 66 ft, C9 light, warm white
- Wreath with Bow - Pre lit 72" wreath, hung on building
- Wood Beams – Wrap 3 wood beams, 35 ft each, mini lights, warm white
- Fence – Pre lit garland on fence, 215 ft
- Bows on Fence – Red bow with gold trim on every other post (30 posts total, 15 bows)
- Sign – pre lit garland with two (2) bows
- Tree – Wrap 1 tree with mini lights, warm white

Freedom Park – 13000 Deerfield Parkway

- Fence – Pre lit garland on fence, 390 ft
- Bow on every other fence post (approx. 22)

Webb Road – Welcome to Milton Sign

- Sign – Garland with two (2) bows

Liberty Grove Rd – Welcome to Milton Sign

- Sign – Garland with two (2) bows

## 2. Other General Requirements

- Contractor must adhere to all safety standards and OSHA requirements at all times.
- Any equipment required for installation or removal is to be provided by the Contractor. This includes any lifts, ladders, etc.
- Contractor will furnish, install, and remove all equipment and material outlined in this scope.
- All lights will include a timer to turn on at dusk and off at dawn.
- If any lights or material is determined to be faulty, the Contractor will provide a replacement with two (2) business days.
- Installation must take place between November 1st – November 22nd.
- Removal must take place between January 4th and January 22nd.



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**  
**BID SCHEDULE: ITB 26-PW09, Holiday Lighting & Décor Services**

| Item                                                         | Facility                     | Total Annual Cost per Site |
|--------------------------------------------------------------|------------------------------|----------------------------|
| 1                                                            | Milton City Hall             | \$                         |
| 2                                                            | Fire Station #44             | \$                         |
| 3                                                            | Broadwell Pavilion           | \$                         |
| 4                                                            | Freedom Park                 | \$                         |
| 5                                                            | Webb Road - Welcome Sign     | \$                         |
| 6                                                            | Liberty Grove – Welcome Sign | \$                         |
|                                                              |                              |                            |
| <b>Annual Total for All Sites</b> (Total cost from rows 1-6) |                              | \$                         |

**Print Total Bid Price (Annual Total for All Sites):** \$ \_\_\_\_\_

**Print Total Bid Price in Words:**

\_\_\_\_\_

**(Annual Total for All Sites)**

**Annual Percentage Increase if any:** \_\_\_\_\_%

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

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

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT / TYPE NAME & TITLE \_\_\_\_\_

**~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~**



**ACKNOWLEDGEMENT  
RECEIPT OF ADDENDUM #1  
ITB 26-PW09**

**Upon receipt of documents, please email this page to:**

**City of Milton  
Attn: Honor Motes, Purchasing Office  
2006 Heritage Walk  
Milton, GA 30004  
Phone: 678-242-2500  
Email: [honor.motes@miltonga.gov](mailto:honor.motes@miltonga.gov)**

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

**COMPANY NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**Signature  
ADDENDUM #1**

\_\_\_\_\_  
**Date**

**ADDENDUM #1**  
**ITB 26-PW09**

Questions and *Answers*

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

1. The ITB states that the contractor shall have previous knowledge and experience with commercial lighting and décor installations and also provides for the identification of subcontractors. If a prime contractor will provide overall contract administration, project management, subcontractor oversight, invoicing, and compliance management, may the required commercial lighting and décor installation experience be demonstrated through a disclosed subcontractor that will perform the specialized installation and removal work? ~ *Yes*  
(b) If so, please clarify whether the City will consider the subcontractor's qualifications, references, personnel, equipment, and relevant past performance when determining the bidder's responsibility and qualifications. ~ *Both the prime Contract and subcontractor's qualifications should be provided and will be considered.*
2. Do you have a specific number of lights per tree? ~  
(b) Required height or distance on branches? or can you provide images of desired coverage? ~ *Should extend from the base to the top of the tree. Can be branch wrapped or canopy wrapped so long as there is significant coverage.*
3. The sample contract mentions acquiring a City of Milton Business License. Will this be required of the winning bidder, even if that bidder has no physical presence in the City of Milton and holds an active business license for their operating location? ~ *a business license is only required for the business' operating location.*
4. Does the City of Milton intend to own the decor and lights or is a leasing model acceptable? ~ *Lease*  
(b) If the City plans to own the lights, will they be responsible for storing during the off season? ~ *N/A*
5. What bulb spacing is desired for the roofline lighting? 12", 15", 18" or contractor choice? ~ *12", 15", & 18" are all acceptable*
6. Is there accessible power at each location?  
(b) Will any electrical extensions need to run longer than 100ft? ~ *Most, if not all, extensions are within 100'*  
(c) Are there outlets at each of the 10 trees at City Hall or will power have to be run to the trees across the ground? ~ *Power is available at some trees, but others will require running power across the grass*

7. Is there a size preference for bows on the signs and fence posts? 12", 15", 18", or 24" ~ *18-24" is desired*
8. Can additional information be provided to clarify which specific rooflines are in scope for the roofline lighting? How were the distances provided calculated? For example, on City Hall, the measurements seem to correspond only to the North portion of the single story building, while the fire house seems to only be the front of the building. Annotated satellite views or photographs would be helpful. ~ *IMPORTANT: Linear footage specified in the scope was based on a previous scope and is not accurate. See Addendum Attachment – Lighting Examples for desired coverage. City Hall roofline linear footage is estimated to be approximately 900-1,000 LF. Contractor is responsible for verifying the linear footage required based on the marked up images in the attachment.*
9. Which tree is intended to be wrapped at the Broadwell Pavilion? ~ *See Addendum Attachment – Lighting Examples*
  - (b) Can you provide rough dimensions for the tree? ~ *See Addendum Attachment – Lighting Examples*
10. Has this holiday lighting and décor scope been performed for the City previously, whether under a formal contract or otherwise? (Knowing whether this is a continuation of an existing installation versus an entirely new build-out affects what infrastructure (mounting hardware, timers, anchor points) may already be in place at each site. ~ *Lighting has previously been done with the same scope of work*
11. If this project has been performed previously, can the City identify the previously awarded contractor? ~ *Pro Wash 88 LLC / Magical Lights*
12. Can the City share the bid tabulation (bid tab) from the most recent prior procurement for this or a substantially similar scope? ~ *See previously awarded contract attached*
13. Can the City share the approved budget for this year's Holiday Lighting & Décor Services contract? ~ *this information is not provided during an open Invitation to Bid*
14. Can the City share photos of each of the six sites from the most recent prior year's installation? ~ *See Addendum Attachment – Lighting Examples*
15. For the 10 trees at Milton City Hall, how high up the trunk and how far out into the canopy should the light wrap extend? ~ *Should extend from the base to the top of the tree. Can be branch wrapped or canopy wrapped so long as there is significant coverage.*
16. What spacing is expected between wraps in the canopy portion of the tree (e.g., distance between each pass of the light strand)? ~ *6-12"*

17. What spacing is expected between wraps on the trunk of each tree, as distinct from the canopy? ~ *6-12"*
18. Does the City have a record of the mini-light strand count used per tree in a previous year's installation at Milton City Hall? ~ *No*
19. Can the City share photos of the Broadwell Pavilion's wood beams, along with their dimensions (length, width/diameter, and shape)? ~ *See Addendum Attachment – Lighting Examples*
20. What is the size (height and canopy spread) of the tree at Broadwell Pavilion, and what species is it? ~ *See Addendum Attachment – Lighting Examples*
21. Does the City want the tree at Broadwell Pavilion branch-wrapped or canopy-wrapped? (These are materially different techniques with different labor and material requirements, and the ITB scope does not specify a method for this tree.) ~ *Match previous year example. See Addendum Attachment – Lighting Examples*
22. How high up and how far out should the wrap on the Broadwell Pavilion tree extend? ~ *Match previous year example. See Addendum Attachment – Lighting Examples*
23. What spacing is expected between each strand of lights on the Broadwell Pavilion tree? ~ *Match previous year example. See Addendum Attachment – Lighting Examples*
24. The ITB's Insurance Requirements section (p. 6–8) specifies Commercial General Liability of \$1,000,000 per occurrence / \$2,000,000 umbrella, Automobile Liability of \$1,000,000, and statutory Workers' Compensation. The Sample Contract (Section IV.I) lists different limits and adds a Professional Liability requirement of \$1,000,000 with a blank Umbrella Liability amount. Which set of insurance requirements will govern the executed Agreement, and is Professional Liability coverage intended to apply to a holiday lighting installation/removal contract, or is that provision boilerplate carried over from a professional-services template? ~ *Sample contract is boilerplate and Professional Liability and blank Umbrella Liability are not required for this project/contract.*
25. The Bid Form references a Bid Bond (5% of the bid amount) and states the successful bidder must "give satisfactory Performance and Payment Bonds." Please confirm whether Performance and Payment Bonds are required after award for this contract, and if so, the required bond percentage and whether the bond premium is a reimbursable cost or must be absorbed within the unit price. ~ *Payment and Performance bonds in 100% of the total bid price will be required at the time of issuance of the contract.~*
26. For each of the six sites (Milton City Hall, Fire Station #44, Broadwell Pavilion, Freedom Park, and the two Welcome Sign locations), can the City confirm whether existing exterior electrical outlets/circuits are available and accessible for the lighting runs described, and their approximate amperage/GFCI protection?

- (b) If any site lacks accessible power, please advise whether the Contractor is expected to supply generators or whether the City will provide a power source. ~ *Appropriate power is available, as this scope of work has previously been completed*
27. The scope calls for pre-lit garland and bows on 215 linear feet of fencing at Broadwell Pavilion and 390 linear feet at Freedom Park. Can the City confirm the fence material and style (e.g., ornamental aluminum, wrought iron, chain link, wood) at each location? ~ *Wood fencing*
28. For the 10 trees at Milton City Hall requiring trunk-and-canopy mini-light wrap, can the City provide approximate tree height, canopy spread, and species (or photos), so bidders can accurately estimate mini-light footage and labor? ~ *See Addendum Attachment – Lighting Examples for approximate tree size*
29. The Webb Road and Liberty Grove Welcome Sign installations appear to be located at state highway intersections (Hwy 9 and GA 372, respectively). Will the City obtain any required GDOT right-of-way or encroachment permits for work at these locations, or is the Contractor responsible for obtaining such permits? ~ *No permits required*
30. Beyond the two-business-day replacement requirement for faulty lights or material, is the Contractor expected to perform any scheduled/periodic maintenance checks at each site during the display period (November 22 – January 4), or is the Contractor's obligation limited to responding to City-reported outages on an as-needed basis? ~ *Contractor maintenance checks are not required. City will report any issues requiring response.*
31. Given the one-year term with three automatic annual renewals, will the City provide on-site or City-controlled storage for lighting and décor materials between seasons, or is the Contractor solely responsible for storage, transport, and condition of materials year over year for the life of the contract? ~ *City will lease the lighting and décor for the season. Contractor is responsible for storage, transport, and condition of materials.*
32. The ITB states the City and Contractor will “negotiate a new completion date” if weather affects the schedule. Since the removal window has a fixed outer date of January 22, please clarify the process and notice requirements for requesting a weather-related schedule adjustment, and whether that flexibility applies equally to the removal window or only to installation. ~ *The expectation is that there is a large enough installation and removal window that Contractor will be able to meet these deadlines.*
33. The Bid Schedule includes a field for an “Annual Percentage Increase, if any.” The Sample Contract (Section II.C) separately caps amendments at no more than a 10% variance from the original contract amount. Please confirm whether a bidder-proposed annual escalator is subject to that same 10% cumulative cap across the three renewal years, or whether it is treated independently as part of the original

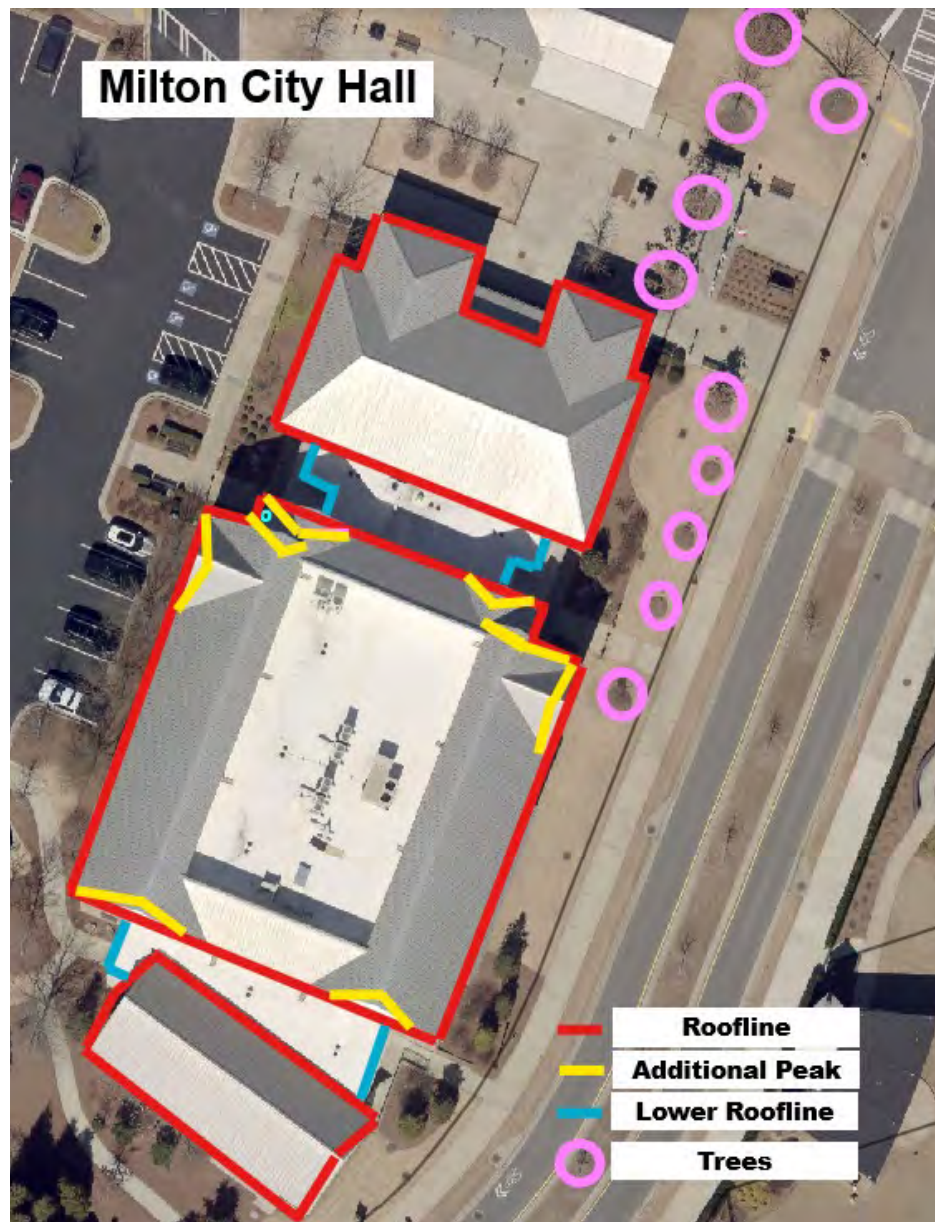
bid price. ~ *the 10% variance in the Sample Contract refers to any additional scope of work, not an annual escalator.*

34. For bidders proposing to use subcontractors (per the List of Subcontractors form), what is the City's expected review and written-approval turnaround time once a Notice to Proceed is issued, given the compressed November 1–22 installation window? ~ A notice to proceed will be provided to the selected bidder after contract has been approved by City Council. *Contract completion is anticipated by October at the latest.*
35. For the C9 and mini-light strands specified throughout the scope, does the City require LED fixtures specifically, or is incandescent acceptable? ~ *LED lights*
- (b) Please also confirm whether a specific UL/ETL wet-location rating is required for exterior use. ~ *All lights and equipment should be rated for exterior use.*

Fire Station 44



## Milton City Hall









## Broadwell Pavilion









Freedom Park



### Webb Road – Welcome to Milton Sign



### Liberty Grove – Welcome to Milton Sign





**PROFESSIONAL SERVICES AGREEMENT – SHORT FORM  
HOLIDAY DÉCOR AND LIGHTING SERVICES**

This Professional Services Agreement ("Agreement") is made and entered into this 16<sup>th</sup> day of October, 2023 (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 **PRO WASH 88, LLC, dba MAGICAL LIGHTS**, a Georgia limited liability company, having its principal place of business at 518 Hillcrest Cross Rd, Canton, Georgia 30115 (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

**WITNESSETH:**

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

**WHEREAS**, Consultant 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 Professional 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 services and items for holiday lighting and decorations at various locations in the City of Milton. (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. All items must be approved by the City thirty (30) days prior to order being placed by the Contractor. Each year of the term, the following schedule should be followed: Peripheral Lights installed mid-October. Holiday Décor installed by the Saturday prior to Thanksgiving and installation completed in five (5) business days. Holiday Décor removed annually by January 6<sup>th</sup>. 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.** Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before September 30, 2026. This consists of an initial termination date of September 30, 2023 with three (3) annual auto-renewals and an annual escalator of no more than 3% each renewal term beginning October 1, 2024 (provided that certain obligations will survive termination/expiration of this Agreement). Contractor must notify the City ninety (90) days prior to the auto-renewal date of any anticipated price increase. City may

terminate this Agreement for convenience at any time upon providing written notice thereof to Consultant. Provided that no damages are due to City for Consultant's breach of this Agreement, City shall pay Consultant for Work performed to date in accordance with Section 5 herein.

**Section 4. Work Changes.** Any changes to the Work requiring an increase in the 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.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred for Year 1 shall not, in any case, exceed SEVENTEEN THOUSAND, ONE HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$17,133.00) (the "Year 1 Maximum Contract Price"), except as outlined in Section 4 above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon a lump sum fee. Deposits will not be paid until October 1 annually. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

City agrees to pay Consultant for the Work performed and costs incurred by Consultant 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, if applicable, reimbursement for costs incurred shall be paid to Consultant 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. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

**Section 6. Covenants of Consultant.**

**A. Licenses, Certification and Permits.** Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant 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. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

**B. Expertise of Consultant; City's Reliance on the Work.** Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant 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 Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards.

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

**D. Consultant's Representative; Meetings.** \_\_\_\_\_ [INSERT NAME] shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Consultant 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.** Consultant 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 Consultant and Indemnification of City.** Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant 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. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. 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.** Consultant 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. Consultant 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 consultants, 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 Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Consultant 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. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant 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. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

**H. Insurance.** Consultant 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. Consultant 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, Consultant shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Consultant'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) Consultant 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 Consultant'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) Consultant 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.

Consultant 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, Consultant 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 Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant 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 Consultant/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, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Consultant and Consultant'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.

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

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

Consultant hereby agrees that, in the event Consultant 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, Consultant 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.** Consultant 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. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Consultant 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. Consultant 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-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

**K. Confidentiality.** Consultant 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, consultants, and/or staff to likewise protect such confidential information.

**L. Authority to Contract.** The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant 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 Consultant ("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 Consultant 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, Consultant agrees that, during performance of this Agreement, Consultant, 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, Consultant agrees to comply with all applicable

implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

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

## **Section 7. 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 Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with the City, unless Consultant provides evidence that no such license is required. Consultant 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.** Consultant 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 Consultant have executed this Agreement, effective as of the Effective Date first above written.

CONSULTANT: PRO WASH 88, LLC dba MAGICAL LIGHTS

Signature:   
Print Name: Alex Goetomo  
Title: [CIRCLE ONE]

Member/Manager (LLC)

[CORPORATE SEAL]  
(required if corporation)

Attest/Witness:

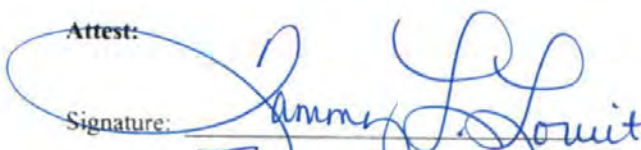
Signature:   
Print Name: Tami Goetomo  
Title: \_\_\_\_\_  
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

  
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature:   
Print Name: Tammy L. Hewitt  
Title: City Clerk



Approved as to form:

Jennifer McCall 10/10/2023  
City Attorney Date

EXHIBIT "A"



## Pro Wash 88 LLC dba Magical Lights

City of Milton  
City of Milton  
2006 Heritage Walk  
Milton, GA 30004

emily.salerno@miltonga.gov

|               |              |
|---------------|--------------|
| ESTIMATE      | #752-3       |
| ESTIMATE DATE | Jul 14, 2023 |
| DEPOSIT DUE   | \$8,566.50   |

### CONTACT US

### ESTIMATE

| Services                                                                                                                                                      | amount     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Christmas Light - Roof Line City Hall<br>City Hall roofline 440 ft C9 light warm white                                                                        | \$3,080.00 |
| Christmas Light - 10 Trees<br>10 Trees at Plaza use mini light warm white<br>Wrap trunk and canopy                                                            | \$3,040.00 |
| Christmas Light - Roofline Fire Station 44<br>Roofline 300 ft C9 light warm white                                                                             | \$2,100.00 |
| Christmas Light - Pre Lit Wreath 48" at Fire Station 44<br>3 pcs Pre lit 48" at Fire Station 44                                                               | \$450.00   |
| Christmas Light - Pre Lit Garland at Freedom Park Fence<br>Pre lit garland for fence 390 ft                                                                   | \$2,709.00 |
| Red Bow with Golden Trim for Freedom Park Post Fence<br>Red Bow with Golden Trim for post fence at Freedom Park<br>For every other post 60 post total 30 bows | \$630.00   |
| Christmas Light - Pre Lit Garland at Broadwell Fence<br>Pre Lit Garland for fence 215 ft                                                                      | \$1,512.00 |
| Christmas Light - Roofline at Broadwell<br>Roofline at Broadwell 66 ft<br>C9 light Warm white                                                                 | \$462.00   |

|                                                      |          |
|------------------------------------------------------|----------|
| Christmas Light - Pre Lit Wreath 72" at Broadwell    | \$375.00 |
| Pre Lit 72" at Broadwell                             |          |
| 3 Pcs Wood Beam at Broadwell                         | \$360.00 |
| 3 Wood Beam 35 ft each                               |          |
| Mini light warm white                                |          |
| Sign at City Hall                                    | \$200.00 |
| Pre lit Garland and 2 Bows                           |          |
| Sign at Fire Station 44                              | \$200.00 |
| Pre lit Garland and 2 Bows                           |          |
| Sign no power line                                   | \$100.00 |
| Garland and 2 Bows                                   |          |
| Webb Road Gateway sign                               | \$200.00 |
| Pre Lit Garland and 2 Bows                           |          |
| Red Bow with Golden Trim for Broadwell Post Fence    | \$315.00 |
| Red Bow with Golden Trim for post fence at Broadwell |          |
| For every other post 30 post total 15 bows           |          |
| Sign at Broadwell Pavilion                           | \$200.00 |
| 2 Bows and pre lit garland                           |          |
| 1 Tree on Broadwell                                  | \$450.00 |
| 1 tree on Broadwell mini lights warm white           |          |

Services subtotal: \$16,383.00

| Materials      | amount   |
|----------------|----------|
| Rent Boom Lift | \$750.00 |

Materials subtotal: \$750.00

Subtotal \$17,133.00

**Total \$17,133.00**

**Deposit \$8,566.50**

This estimate valid for 30 day, after 30 day the price may change.

**WE ARE LICENSED AND FULLY INSURED.**

Please disclose these areas prior to commencement of work. We assume no liability for these conditions Pro Wash 88 LLC is fully insured.

This is a quotation on the name service, subject to the conditions to the conditions noted below. By accepting this agreement I fully understand what has been reviewed to me and expectations set along with all other documentation that has been forwarded to me. Pro Wash 88 LLC is not responsible for any leaks due to faulty seals on doors or windows or any pre-existing damages.

Please disclose these areas prior to commencement of work. We assume no liability for these conditions Pro Wash 88 LLC is fully insured.

1) Legally Binding Agreement: By approving the estimate you are agreeing to the legally binding contract for the work to be completed at the agreed-upon price.

2) Water Usage: By approving the agreement, you agree to provide Pro Wash 88 LLC the right to use an on-site water supply as needed to complete the stated project without compensation. If an exterior water supply is required it will be at an additional charge.

3) Courtesy: While Pro Wash 88 LLC is on location and performing work on your property, you are responsible for keeping all children and pets, as well as other individuals away from the work area.

4) Payment: Payment to Pro Wash 88 LLC is due as the job is done and is to be paid by check, credit card, or cash. Late charges will immediately be assessed on all balances not paid in accordance with contract terms

5) Removal & Replacement of Deck & Patio Contents: Removal and replacement of grills, furniture, planters and any other items are the responsibility of the homeowner. Should we need to remove items from the deck, we will not be responsible for any damage, breakage, or for storage issues. An additional charge may be applied for time and labor devoted to the removal of these items.

6) Damages: Pro Wash 88 LLC is not responsible for damages due to improperly installed siding, loose shingles or siding, broken or opened windows, improperly sealed windows and doors, wood rot, defective construction, improperly secured wires, loose or improperly installed gutters, and leaders and improper caulking. In every aluminum siding case and in some cases with vinyl siding, the sun and weather will bleach the color or cause fading. Power washing, which entails removal of chalky, gritty, or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. Pro Wash 88 LLC will not be responsible for such conditions. We not remove oxidation on the siding or metal roof. We only clean living organic growth.

7) Stains: Some stains can not be removed by power washing. Rust, oils stains, artillery fungus, splatters from stains,

and paints are examples of materials that can not be removed by conventional means. Sometimes these stains can not be removed at all.

8) Pro Wash 88 LLC expects your property to be in good repair and weathertight. This includes, but is not limited to all electrical services including receptacles and light fixtures. Doors and windows shall also be weathertight. Pro Wash \*88 LLC is not responsible for damages as a result of water infiltration from poor or improper installation, maintenance or repair of electrical-related items or doors or windows.

9) We have right to take pictures your house.

EXHIBIT "B"



PROWASH-01

CKAKASCIK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2023

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

INSURED

Pro Wash 88 LLC

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 SUBR INSD WVD                                                      | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |                                                                         |               |                         |                         | EACH OCCURRENCE \$ 1,000,000                                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                            |
|          |                                                                                                           |                                                                         |               |                         |                         | MED EXP (Any one person) \$ 10,000                                              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER                                                                         |                                                                         |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                              |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                                         |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          | OTHER General Aggregate                                                                                   |                                                                         |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                             |
|          | AUTOMOBILE LIABILITY                                                                                      |                                                                         |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
|          | ANY AUTO OWNED AUTOS ONLY                                                                                 | <input type="checkbox"/> SCHEDULED AUTOS                                |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          | HIRED AUTOS ONLY                                                                                          | <input type="checkbox"/> NON-OWNED AUTOS ONLY                           |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                           |                                                                         |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          | UMBRELLA LIAB                                                                                             | <input type="checkbox"/> OCCUR                                          |               |                         |                         | EACH OCCURRENCE \$                                                              |
|          | EXCESS LIAB                                                                                               | <input type="checkbox"/> CLAIMS-MADE                                    |               |                         |                         | AGGREGATE \$                                                                    |
|          | DED                                                                                                       | RETENTION \$                                                            |               |                         |                         | \$                                                                              |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |                                                                         |               |                         |                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/> Y/N <input type="checkbox"/> N/A               |               |                         |                         | EACH ACCIDENT \$ 100,000                                                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |                                                                         |               |                         |                         | E L DISEASE - EA EMPLOYEE \$ 100,000                                            |
|          |                                                                                                           |                                                                         |               |                         |                         | E L DISEASE - POLICY LIMIT \$ 500,000                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

City of Milton, Georgia  
2006 Heritage Walk  
Alpharetta, GA 30004

## CANCELLATION

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

## EXHIBIT "C"

PRIVATE EMPLOYER EXEMPTION AFFIDAVIT  
O.C.G.A § 13-10-91STATE OF GEORGIA  
COUNTY OF FULTON

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

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



Signature of Exempt Private Employer

9/11/2023

Date

Alex Goetomo

Printed Name of Exempt Private Employer

Subscribed and sworn before me on this the 1<sup>st</sup> day of September, 2023

Notary Public

My Commission Expires: 5/7/27**A COPY OF A VALID DRIVER'S LICENSE IS REQUIRED TO BE SUBMITTED WITH THIS FORM**

THIS PART TO BE FILLED OUT BY THE CITY:

DL Info: State: Exp Date: 

Verified by:



CC Procurement Office

9/18/23

Date

**EXHIBIT “B”**



## City OF MILTON INVITATION TO BID

(THIS IS NOT AN ORDER)

|                                   |                                                          |
|-----------------------------------|----------------------------------------------------------|
| <b>Bid Number:</b><br>ITB 26-PW09 | <b>Project Name</b><br>Holiday Lighting & Décor Services |
|-----------------------------------|----------------------------------------------------------|

|                                                                                                                                                    |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Due Date and Time:</b> September 2, 2026 by 2:00 p.m. EST                                                                                       | <b>Number of Pages:</b> 40 |
| *Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct. |                            |

### ISSUING DEPARTMENT INFORMATION

|                                                                                                                                   |                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Issue Date:</b><br>August 13, 2026                                                                                             |                                                                                                          |
| <b>City of Milton</b><br><b>Facilities Division of Public Works Dept.</b><br><b>2006 Heritage Walk</b><br><b>Milton, GA 30004</b> | <b>Phone:</b> 678-242-2500<br><br><b>Website:</b> <a href="http://www.miltonga.gov">www.miltonga.gov</a> |

### INSTRUCTIONS TO BIDDERS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Electronic Submittal:</b> **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at <a href="http://www.miltonga.gov">www.miltonga.gov</a><br>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. | <b>Mark Face of Envelope/Package:</b><br><b>Bid Number:</b> ITB 26-PW09<br><b>Name of Company or Firm</b>                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Special Instructions:</b><br><b>Deadline for Written Questions</b><br><b>August 24, 2026 by 5:00 p.m.</b><br><br><b>Submit questions online via the BidNet Direct procurement portal at</b><br><a href="http://www.miltonga.gov/finance/bids-rfps">www.miltonga.gov/finance/bids-rfps</a> |

### BIDDERS MUST COMPLETE THE FOLLOWING

|                                                                                                                |                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bidder Name/Address:</b><br>Illuminating Design<br>6733 Jones M.H. 27 suite E<br>Peachtree Corners GA 30092 | <b>Authorized Bidder Signatory:</b><br> William Freir<br>(Please print name and sign in ink) |
| <b>Bidder Phone Number:</b><br>404 454 8944                                                                    | <b>Bidder FAX Number:</b><br>_____                                                                                                                                               |
| <b>Bidder Federal I.D. Number:</b><br>20 1633046                                                               | <b>Bidder E-mail Address:</b><br>B.11@IDATLANTA.COM                                                                                                                              |

### BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE



**ACKNOWLEDGEMENT  
RECEIPT OF ADDENDUM #1  
ITB 26-PW09**

Upon receipt of documents, please email this page to:

City of Milton  
Attn: Honor Motes, Purchasing Office  
2006 Heritage Walk  
Milton, GA 30004  
Phone: 678-242-2500  
Email: [honor.motes@miltonga.gov](mailto:honor.motes@miltonga.gov)

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

COMPANY NAME: Illuminating Design

CONTACT PERSON: William Frey

ADDRESS: 6733 Jones M. H. Ct Suite E

CITY: Peachtree Corners STATE: GA ZIP: 30098

PHONE: 404 454 8944 FAX:                     

EMAIL ADDRESS: Bill@atlanta.com

William Frey 2/28/26  
Signature Date  
ADDENDUM #1

**ADDENDUM #1**  
**ITB 26-PW09**

Questions and *Answers*

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

1. The ITB states that the contractor shall have previous knowledge and experience with commercial lighting and décor installations and also provides for the identification of subcontractors. If a prime contractor will provide overall contract administration, project management, subcontractor oversight, invoicing, and compliance management, may the required commercial lighting and décor installation experience be demonstrated through a disclosed subcontractor that will perform the specialized installation and removal work? ~ *Yes*  
(b) If so, please clarify whether the City will consider the subcontractor's qualifications, references, personnel, equipment, and relevant past performance when determining the bidder's responsibility and qualifications. ~ *Both the prime Contract and subcontractor's qualifications should be provided and will be considered.*
2. Do you have a specific number of lights per tree? ~  
(b) Required height or distance on branches? or can you provide images of desired coverage? ~ *Should extend from the base to the top of the tree. Can be branch wrapped or canopy wrapped so long as there is significant coverage.*
3. The sample contract mentions acquiring a City of Milton Business License. Will this be required of the winning bidder, even if that bidder has no physical presence in the City of Milton and holds an active business license for their operating location? ~ *a business license is only required for the business' operating location.*
4. Does the City of Milton intend to own the decor and lights or is a leasing model acceptable? ~ *Lease*  
(b) If the City plans to own the lights, will they be responsible for storing during the off season? ~ *N/A*
5. What bulb spacing is desired for the roofline lighting? 12", 15", 18" or contractor choice? ~ *12", 15", & 18" are all acceptable*
6. Is there accessible power at each location?  
(b) Will any electrical extensions need to run longer than 100ft? ~ *Most, if not all, extensions are within 100'*  
(c) Are there outlets at each of the 10 trees at City Hall or will power have to be run to the trees across the ground? ~ *Power is available at some trees, but others will require running power across the grass*



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**BID FORM and ADDENDA ACKNOWLEDGEMENT**

**TO: PURCHASING OFFICE  
CITY OF MILTON  
MILTON, GEORGIA 30004**

**Ladies and Gentlemen:**

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number ITB 26-PW09  
Holiday Lighting & Décor Services**

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

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

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

## **COST OF PREPARING A BID**

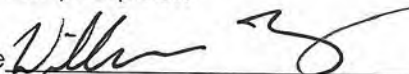
The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date AUGUST 20, 2026

Print/Type Name WILLIAM FREY

Print/Type Company Name Here ILLUMINATING DESIGN INC

**CORPORATE CERTIFICATE**

I, WILLIAM FREY, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that WILLIAM FREY who signed said bid in behalf of the Contractor, was then (title) PRESIDENT of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of GEORGIA.

This 20 day of AUGUST, 2026

 (Signature)  (Seal)

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of \_\_\_\_\_ Dollars (\$ (Five Percent of Amount Bid).

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

Bidder acknowledges receipt of the following addenda:

Addendum No.

1

Date viewed

8/27/26

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

Signed, sealed, and dated this 20 day of AUGUST, 20 26

Bidder ILLUMINATING DESIGN INC. (Seal)  
Company Name

Bidder Mailing Address:

WILLIAM FREY - ILLUMINATING DESIGN INC  
1408 WILLSTONE CT  
PEACHTREE CORNERS, GA 30092

Signature: [Signature]

Print Name: WILLIAM FREY

Title: PRESIDENT



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not X, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: ILLUMINATING DESIGN INC.





**BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

**STATE OF GEORGIA  
CITY OF MILTON**

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

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

253684  
eVerify Number

09/16/2009  
Date of Authorization

ILLUMINATING DESIGN INC  
Name of Contractor

Holiday Lighting & Décor 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 AUGUST, 20, 2026 in  
PEACHTREE CORNERS (city), GA (state).

Signature of Authorized Officer or Agent

[Signature]  
Printed Name and Title of Authorized Officer or Agent

WILLIAM FREY, PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 20<sup>th</sup> DAY OF August, 2026

[Signature]  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

12/14/28



## DISCLOSURE FORM

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

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

Name of Bidder ILLUMINATING DESIGN Inc.

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

NONE

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

Amount/Value

Description

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

NONE

\_\_\_\_\_

## **PROJECT SPECIFICATIONS**

The City of Milton is seeking a vendor to provide annual holiday light and décor installation at City facilities. Facilities specified in the lighting scope are included below.

| <b>Facility</b>              | <b>Address</b>                      |
|------------------------------|-------------------------------------|
| Milton City Hall             | 2006 Heritage Walk                  |
| Fire Station #44             | 13690 Hwy 9                         |
| Broadwell Pavilion           | 12615 Broadwell Rd                  |
| Freedom Park                 | 13000 Deerfield Parkway             |
| Webb Road - Welcome Sign     | Hwy 9 & Webb Rd Intersection        |
| Liberty Grove – Welcome Sign | GA 372 & Liberty Grove Intersection |

## **GENERAL CONDITIONS & REQUIREMENTS**

1. Objective:

The City of Milton (City) is seeking a qualified contractor to provide holiday lighting and décor material, installation, and removal services for various facilities owned and operated by the City of Milton. The objective of the City is to secure a timely, consistent, and cost-effective contract from one contractor, to provide holiday lighting and décor services.

2. Contractor Knowledge and Experience:

Contractor has previous knowledge and experience with commercial lighting and décor installations. Contractor shall have the necessary personnel and resources to provide services outlined in the scope of work.

3. Materials and Equipment:

Contractor shall provide all material and equipment outlined in the scope of work. This includes, but is not limited to, lights, extension cords, automatic timers, garland, wreaths, bows, ladders, lifts, fasteners, and any other equipment required for the installation.

## **CONTRACTOR'S RESPONSIBILITIES:**

1. Adherence to all Local, State, and Federal Laws and Requirements:

The Contractor shall adhere to all current federal, state, and local laws, codes, and ordinances. The City prohibits smoking inside and at entryways into the city facilities. Contractor is expected to adhere to the prohibition.

2. Safety:

It is the responsibility of the contractor to implement safeguards in compliance with OSHA standards to eliminate accidents, down time, and mistakes, while



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**  
**BID SCHEDULE: ITB 26-PW09, Holiday Lighting & Décor Services**

| Item                                                         | Facility                     | Total Annual Cost per Site |
|--------------------------------------------------------------|------------------------------|----------------------------|
| 1                                                            | Milton City Hall             | \$ 10,270 <sup>00</sup>    |
| 2                                                            | Fire Station #44             | \$ 2325 <sup>00</sup>      |
| 3                                                            | Broadwell Pavilion           | \$ 5013 <sup>42</sup>      |
| 4                                                            | Freedom Park                 | \$ 3920 <sup>00</sup>      |
| 5                                                            | Webb Road - Welcome Sign     | \$ 205 <sup>00</sup>       |
| 6                                                            | Liberty Grove - Welcome Sign | \$ 205 <sup>00</sup>       |
| <b>Annual Total for All Sites</b> (Total cost from rows 1-6) |                              | \$ 21,998 <sup>42</sup>    |

Print Total Bid Price (Annual Total for All Sites): \$ ~~21,998~~ 21,998<sup>42</sup>

Print Total Bid Price in Words:

Twenty one Thousand Nine hundred Ninety Eight dollars & forty two cents  
 (Annual Total for All Sites)

Annual Percentage Increase if any: 0 %

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

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

COMPANY Illuminating Design

ADDRESS 6733 Jones Mill CT Suite E

AUTHORIZED SIGNATURE [Signature]

PRINT / TYPE NAME & TITLE William Frey President

Bond No. BID

# BID BOND

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Illuminating Design, Inc.  
6733 Jones Mill Court, Ste. 3  
Peachtree Corners, GA 30092

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of WI as Surety, hereinafter called the Surety,  
are held and firmly bound unto City of Milton, Facilities Division of Public Works Dept.  
2006 Heritage Walk  
Milton, GA 30004

as Oblige, hereinafter called the Oblige, in the sum of 5% of the contract price

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for ITB 26-PW09 - Holiday Lighting & Decor Services

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of September, 2026

Witness Illuminating Design, Inc. Principal (Seal)

By: \_\_\_\_\_ Name/Title

Sandra Lawrence Old Republic Surety Company  
Sandra Lawrence Witness Surety (Seal)  
By: Carolyn Smith  
Carolyn Smith Attorney-in-Fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CAROLYN SMITH, CHRISTY LACKEY, KEITH H. DILLON, MATTHEW WELLS of ATLANTA, GA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of October, 2025.

*[Signature]*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*[Signature]*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of October, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*[Signature]*  
Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



80-5120

Signed and sealed at the City of Brookfield, WI this 2nd day of September, 2026.

*[Signature]*  
Assistant Secretary

ORSC 22262 (3-06)

POINTNORTH INS GROUP LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2026

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).

|                                                                                                           |                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>PointeNorth (Atlanta)<br>PO Box 2976<br>Gainesville GA 30503                           | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 770-535-6100<br><b>FAX (A/C, No):</b> 770-297-4883<br><b>E-MAIL ADDRESS:</b> certificates@nortoninsurance.com                                                                                       |
| <b>INSURED</b><br>ILLUMINATING DESIGN, INC<br>6733 JONES MILL CT<br>SUITE E<br>PEACHTREE CORNERS GA 30092 | <b>ILLUDES-01</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Southern Trust Insurance Company<br><b>INSURER B:</b> BusinessFirst Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 1739225683**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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:            | Y                                 | Y        | CPP102007842  | 4/12/2026               | 4/12/2027               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                   |          | ACV102007843  | 4/12/2026               | 4/12/2027               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                         |                                   |          | ULC102007844  | 4/12/2026               | 4/12/2027               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                    |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N<br><input type="checkbox"/> | N / A    | 521 - 21685   | 4/12/2026               | 4/12/2027               | PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                                           |
| A        | Rented & Leased Equipment                                                                                                                                                                                                                                                                                              |                                   |          | CPP102007842  | 4/12/2026               | 4/12/2027               | Coverage Limit \$250,000<br>Deductible \$2,500                                                                                                                                                                                                  |

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

Holiday Lighting &amp; Décor Services

**CERTIFICATE HOLDER****CANCELLATION**City of Milton, Georgia  
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

*Michael Mellars*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GENERAL LIABILITY PREMIER PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location.

| COVERAGES                                    |            |                                                                                                                         |      |
|----------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------|------|
| LIMIT                                        | DEDUCTIBLE | SUBJECT TO INSURANCE                                                                                                    | PAGE |
| Included                                     | None       | Additional Insured – Grantor Of Franchises                                                                              | 7    |
| Included                                     | None       | Additional Insured – Lessor Of Leased Equipment                                                                         | 8    |
| Included                                     | None       | Additional Insured – Managers Or Lessors Of Premises                                                                    | 8    |
| Included                                     | None       | Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You | 6    |
| Included                                     | None       | Additional Insured – Vendors                                                                                            | 9    |
| Included                                     | None       | Waiver Of Transfer Of Rights Of Recovery Against Other To Us - Waiver Of Subrogation                                    | 10   |
| \$2,500                                      | None       | Supplementary Payments Increased Limits - Bonds                                                                         | 6    |
| \$500 Per Day                                | None       | Supplementary Payments Increased Limits - Earnings                                                                      | 6    |
| \$5,000 Each Occurrence / \$10,000 Aggregate | \$250      | Limited Care, Custody & Control Coverage                                                                                | 3    |
| \$300,000                                    | None       | Increased Limit For Damage To Premises Rented To You (Limit & Perils)                                                   | 2    |
| Included                                     | None       | Expected Or Intended Injury                                                                                             | 2    |
| Included                                     | None       | Non-Owned Watercraft Liability Redefined To Less Than 50 Feet                                                           | 2    |
| \$5000 Each Occurrence                       | \$100      | Lost Key Coverage                                                                                                       | 2    |
| Included                                     | None       | Mobile Equipment - Redefined                                                                                            | 10   |
| Included                                     | None       | Newly Formed Or Acquired Organizations                                                                                  | 10   |
| Included                                     | None       | Aggregate Limit Per Project                                                                                             | 5    |
| Included                                     | None       | Primary And Noncontributory – Other Insurance Condition                                                                 | 10   |
| \$10,000                                     | None       | Property Damage To Borrowed Equipment                                                                                   | 3    |
| Included                                     | None       | Unintentional Failure To Disclose Hazards                                                                               | 11   |
| \$5,000 Each Occurrence / \$10,000 Aggregate | None       | Voluntary Property Damage                                                                                               | 4    |

The following changes apply to the **Commercial General Liability Coverage Form** as specified:

**I. Expected Or Intended Injury**

Exclusion **2.a.** under **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced with the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” and “property damage” resulting from the use of reasonable force to protect persons or property.

**II. Non-Owned Watercraft**

Exclusion **g. (2)** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 50 feet long; and
- (b)** Not being used to carry persons or property for a charge.

**III. Increased Limit For Damage To Premises Rented To You**

**A. Section I – Coverage A – Bodily Injury And Property Damage Liability, 2. Exclusions** is amended as follows:

- 1.** The fourth from the last paragraph of Exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

- 2.** The last paragraph of **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection

systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

**B. Section III – Limits of Insurance, Paragraph 6.,** is replaced by the following:

- 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:

- a.** \$300,000; or
- b.** The amount shown in the Declarations for Damage To Premises Rented To You Limit.

**C.** The word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protection systems” wherever it appears in:

- 1.** Condition **4.b.(1)(a)(ii)** of **Section IV – Commercial General Liability Conditions**; and
- 2.** **9.a.** of **Section V – Definitions**.

**IV. Lost Key Coverage**

**A.** Coverage for “bodily injury” and “property damage” with respect to the insured’s operations is extended as follows:

- 1.** We will pay those sums that you become legally obligated to pay as damage due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
- 2.** The additional insurance provided by this endorsement does not apply to:
  - (a)** Misappropriation;
  - (b)** Secretion;
  - (c)** Conversion;
  - (d)** Infidelity; or

(e) Any dishonest act of the part of the insured.

3. The additional insurance provided by this endorsement applies only to:

- (a) The actual cost of the keys;
- (b) Adjustment of locks to accept new keys; and
- (c) The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision V. is \$5,000.

C. A deductible of \$100 applies to any loss or damage resulting for any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part of all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

D. This coverage extension is subject to the following:

- 1. Exclusion j. **Damage To Property, Paragraph j.(3) and j.(4) of Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.
- 2. Subparagraph 2.a.(2) of **Section II – Who Is An Insured** does not apply to this additional insurance.

## V. Property Damage To Borrowed Equipment

A. Exclusion j. (4) under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

- 1. Not being used to perform operations; and
- 2. Away from an insured's premises

B. Subject to Paragraph 5. In **Section III – Limits of Insurance, Coverage A** the most we will pay for damages because of "property damage" to

equipment you borrow from others is \$10,000 per "occurrence".

C. The insurance afforded by this provision V. is excess over any valid and collectible property insurance available to the insured.

## VI. Limited Care, Custody Or Control Liability Coverage

### A. Insuring Agreement

With respect to the coverage provided by VI. **Limited Care, Custody Or Control Liability Coverage**, the following is added to Paragraph 1.a. of **Section I – Coverage A – Bodily Injury and Property Damage Liability**:

We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of the insured.

### B. Exclusions

With respect to the coverage provided by this coverage extension:

- 1. Exclusions 2.j.(4) and 2.j.(5) of **Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply; and
- 2. The following additional exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the "products-completed operations hazard"; and
- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

### C. Limit of Insurance

With respect to the coverage provided by **VI. Limited Care, Custody Or Control Liability Coverage**, the following is added to **Section III – Limit of Insurance**:

1. The most we will pay for “loss”, including all resulting loss of use of that property, as a result of any one “occurrence” under this coverage is \$5,000. However, the most we will pay for the sum of all “loss”, including all resulting loss of use of property, as a result of all “occurrences” under this coverage is \$10,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for a “loss” in any one “occurrence” until the amount of “loss” exceeds the deductible shown under **D. Deductible**. We will then pay the amount of “loss” or damage in excess of the deductible, up to the applicable limit of insurance.

### D. Deductible

1. We are not obligated to pay any “loss” until such “loss” exceeds \$250. We will then pay the amount of “loss” in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all “loss” to real or personal property belonging to others as the result of any one “occurrence”.
2. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:
  - (a) Our right and duty to defend any “suits” seeking those damages; and
  - (b) Your duties in the event of an “occurrence”, claim or “suit”apply irrespective of the application of the Deductible amount.

### E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

### F. Additional Definitions

The following is added to **Section V – Definitions**:

“Loss” means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

## VII. Voluntary Property Damage Coverage

### A. Insuring Agreement

With respect to the coverage provided by **VII. Voluntary Property Damage Coverage**, the following is added to Paragraph 1.a. of **Section I – Coverage A – Bodily Injury and Property Damage Liability**:

At your request, we will pay for a “loss” to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

### B. Exclusions

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply.
2. The following additional exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to “loss” to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the “products-completed operations hazard”, or

- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

### C. Limit of Insurance

With respect to the **Voluntary Property Damage Coverage**, the following is added to **Section III – Limit of Insurance**:

1. The most we will pay for “loss”, including all resulting loss of use of that property, as a result of any one “occurrence” under this coverage is \$5,000. However, the most we will pay for the sum of all “loss”, including all resulting loss of use of property, as a result of all “occurrences” under this coverage is \$10,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for a “loss” in any one “occurrence” until the amount of “loss” exceeds the deductible shown under **D. Deductible**. We will then pay the amount of “loss” in excess of the deductible, up to the applicable limit of insurance.

### D. Deductible

1. With respect to Voluntary Property Damage Coverage, we are not obligated to pay any “loss” until such “loss” exceeds \$250. We will then pay the amount of “loss” in excess of the deductible, up to the applicable Limit of Insurance. This deductible amount applies to all “loss” to real or personal property belonging to others as the result of any one “occurrence”.
2. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

### E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

### F. Additional Definition

The following is added to **Section V – Definitions**:

“Loss” means any unintentional “property damage” but does not include disappearance, abstraction or theft.

We will not pay for any “loss” under **VI. Limited Care, Custody or Control Liability Coverage** unless you are legally liable. If we provided coverage for the same “loss” under **VI. Limited Care, Custody or Control Liability Coverage** and **VII. Voluntary Property Damage Coverage**, the most we will pay for the “loss” under the two coverages combined is \$10,000.

## VIII. Aggregate Limit Per Project

- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to ongoing operations at a single construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **Coverage C – Medical Payments** 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 – Bodily Injury And Property Damage Liability** for damages or under **Coverage C – Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that

construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

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 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 operations at a single construction project:

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 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 Construction Project General Aggregate Limit.

- D.** If the applicable 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.

## **IX. Supplementary Payments Increased Limits**

Under **Supplementary Payments – Coverages A and B of Section I**:

- A.** Paragraph **1.b.** is replaced with the following:

- a. Up to \$2,500 for cost of bail bonds required because of accidents and traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B.** Paragraph **1.d.** is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## **X. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. To "bodily injury" or "property damage" occurring after:
  1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**XI. Additional Insured – Grantor Of Franchise When Required In Written Agreement With You**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who has granted a franchise to you, when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**XII. Additional Insured – Lessor Of Leased Equipment When Required In Written Agreement With You**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**XIII. Additional Insured – Managers Of Lessors Of Premises When Required In Written Agreement With You**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you have leased premises, when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any “occurrence” which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **XIV. Additional Insured – Vendor When Required In Written Agreement With You**

**A. Section II – Who Is An Insured** is amended to include any person(s) or organization(s) (referred to below as vendor) but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. The insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**

1. The insurance afforded the vendor does not apply to:
  - a. “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions

from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**C. With respect to the insurance afforded to these vendors, the following is added to Section III – Limit of Insurance:**

The most we will pay on behalf of the vendor is the amount of insurance;

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**XV. Newly Formed Or Acquired Organizations**

- A. Paragraph **3.a.** of **Section II – Who Is An Insured** is replaced by the following:

**3.a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**XVI. Duties In The Event Of Occurrence, Offense, Claim Or Suit – Redefined**

- A. The requirement in condition **2.a.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an “occurrence” only applies when the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are in a partnership;
3. An officer of the corporation, if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

- B. The requirement in Condition **2.b.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occur after such claim or “suit” is known to:

1. You, if you are an individual;
2. A partner, if you are in a partnership;
3. An officer of the corporation, if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

**XVII. Primary and Noncontributory – Other Insurance Condition**

**Section IV – Commercial General Liability Conditions**, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required In Written Agreement With You**

**Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Other To Us** is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or “your work” done under a written contract with that person or organization and included in the “products-completed operations hazard”; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the right of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. This insured must do nothing after a loss to impair our rights. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce those rights.

**XIX. Mobile Equipment Redefined**

Paragraph **12.f.**, subparagraph **(1)** of **Section V – Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

**XX. Unintentional Failure To Disclose Hazards**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**EXHIBIT “C”**

*See Exhibits “A” and “B”*

**EXHIBIT "D"**

STATE OF GEORGIA  
COUNTY OF GWINNETT

**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:

253684  
Federal Work Authorization User Identification  
Number

9/16/2009  
Date of Authorization

Illuminating Design, Inc.  
Name of Contractor

Holiday Lighting & Décor 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 10-2, 2026  
in PEACHTREE CORNERS (city), GA (state).

[Signature]  
Signature of Authorized Officer or Agent

WILLIAM FREY, PRESIDENT  
Printed Name and Title of Authorized Officer or  
Agent

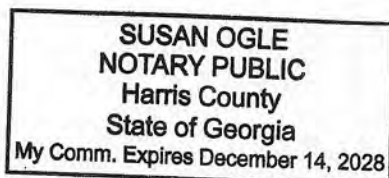
SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 2<sup>nd</sup> DAY OF  
October, 2026

[Signature]  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

12/14/28



"N/A"

**EXHIBIT "E"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Holiday Lighting & Décor 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

\_\_\_\_\_  
Print 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:  
\_\_\_\_\_

## Certificate Of Completion

Envelope Id: 2B99B58B-64D6-8166-81C3-A177C611A6F4

Status: Completed

Subject: Complete with Docusign: SA w Illuminating Design - Holiday Light Decor (JDclean)-merged\_IDsign...

Source Envelope:

Document Pages: 103

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Honor Motes

AutoNav: Enabled

2006 Heritage Walk

Envelopeld Stamping: Disabled

Milton, GA 30004

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

honor.motes@miltonga.gov

IP Address: 50.146.8.2

## Record Tracking

Status: Original

Holder: Honor Motes

Location: DocuSign

10/5/2026 4:56:48 PM

honor.motes@miltonga.gov

Security Appliance Status: Connected

Pool: StateLocal

## Signer Events

Jennifer McCall

jmccall@jarrard-davis.com

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Jennifer McCall*  
8433E81F7AF148A...

## Timestamp

Sent: 10/5/2026 4:57:24 PM

Viewed: 10/6/2026 9:43:59 AM

Signed: 10/6/2026 9:46:47 AM

Signature Adoption: Pre-selected Style

Using IP Address: 99.96.200.2

## Electronic Record and Signature Disclosure:

Accepted: 10/6/2026 9:43:59 AM

ID: 24d1113d-11ed-4629-bc56-fdfbb3406729

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

10/5/2026 4:57:24 PM

Certified Delivered

Security Checked

10/6/2026 9:43:59 AM

Signing Complete

Security Checked

10/6/2026 9:46:47 AM

Completed

Security Checked

10/6/2026 9:46:47 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact City of Milton:**

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

To contact us by email send messages to: [sudie.gordon@cityofmiltonga.us](mailto:sudie.gordon@cityofmiltonga.us)

### **To advise City of Milton of your new email address**

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

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

### **To request paper copies from City of Milton**

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

### **To withdraw your consent with City of Milton**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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