CITY COUNCIL REGULAR MEETING

City Council Chambers, City Hall
Monday, October 19, 2026 at 6:00 PM

AGENDA

Peyton Jamison, **Mayor**

CITY COUNCIL

DISTRICT 1	DISTRICT 2	DISTRICT 3
Brian Dolan–Post 1	Juliette Johnson–Post 1	Jan C. Jacobus–Post 1
Carol Cookerly–Post 2	Doug Hene–Post 2	Phil Cranmer–Post 2

INVOCATION

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE (*Led by Mayor Peyton Jamison*)

4) APPROVAL OF MEETING AGENDA *(Add or remove items from the agenda)*
Agenda Item No. 26-314

5) PUBLIC COMMENT (General)

6) CONSENT AGENDA

A. Approval of the October 5, 2026 Regular City Council Meeting Minutes.
Agenda Item No. 26-315
(Tammy Lowit, City Clerk)

B. Approval of the Financial Statements & Investment Report for the Period Ending July 31, 2026.
Agenda Item No. 26-316
(Bernadette Harvill, Deputy City Manager)

C. Approval of a Professional Services Agreement between the City of Milton and Garver, LLC for Construction Phase Services for the Providence Lake Culvert Replacement Project.
Agenda Item No. 26-317
(Sara Leaders, Community Development and Public Works Director)

D. Approval of Change Order #1 to the Traffic Signal Maintenance Agreement with GTG Traffic Signals, LLC.
Agenda Item No. 26-318
(Sara Leaders, Community Development and Public Works Director)

E. Approval of a Services Agreement with Illuminated Design, Inc. for Holiday Lighting & Décor Services.
Agenda Item No. 26-319
(Tom McKlveen, Parks and Recreation Director)

F. Approval of a Task Order # 1 with Moffatt & Nichol, Inc. for Final Engineering Design of the Mid Broadwell Road Realignment Phase 1 in the District at Mayfield.
Agenda Item No. 26-320
(Sara Leaders, Community Development and Public Works Director)

G. Ratification of a Services Agreement between the City of Milton and Southeast Elite Entertainment LLC to Provide Event Production Services and Equipment for Crabapple Fest 2026.
Agenda Item No. 26-321
(Tom McKlveen, Parks and Recreation Director)

H. Approval of a Parks Maintenance Services Agreement Between the City of Milton and Tri Scapes, LLC for Dedicated Staffing and Maintenance of City Parks, Athletic Facilities, Trails, and Greenspaces.
Agenda Item No. 26-322
(Tom McKlveen, Parks and Recreation Director)

I. Ratification of a Services Agreement between the City of Milton and United Rentals (North America) dba Reliable Onsite Services to provide temporary restroom trailers for Crabapple Fest 2026.
Agenda Item No. 26-323
(Tom McKlveen, Parks and Recreation Director)

J. Approval of a Construction Services Agreement between the City of Milton and Pavement Technology, Inc, for the Asphalt Pavement Preservation and Rejuvenation Project.
Agenda Item No. 26-324
(Sara Leaders, Community Development & Public Works Director)

7) REPORTS AND PRESENTATIONS

A. Proclamation Recognizing the Exemplary, Impactful Service and Dedication of Retiring Speaker Pro Tem Jan Jones.
Agenda Item No. 26-325
(Mayor Peyton Jamison)

8) FIRST PRESENTATION

A. Consideration of an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.
Agenda Item No. 26-326
(Sara Leaders, Community Development and Public Works Director)

B. Consideration of an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.
Agenda Item No. 26-327
(Sara Leaders, Community Development & Public Works Director)

9) PUBLIC HEARING

A. Consideration of the Issuance of an Alcohol Beverage License to The Local Pour LLC dba The Stone House Tap, 12595 Crabapple Road, Milton, Georgia 30004.
Agenda Item No. 26-328
(Bernadette Harvill, Deputy City Manager)

B. Consideration of a Resolution Enacting and Extending for Up to Sixty (60) Days a Moratorium Within the South Deerfield Study Area Barring the Acceptance of Certain Zoning, Land Use, Site Plan, and Land Disturbance Applications; Providing for Limited Exceptions; Directing a Focused Review of the Area's Vision, Land Use, Development Standards, Infrastructure, and Implementation Tools; and for Other Lawful Purposes.
Agenda Item No. 26-329
(Ken Jarrard, City Attorney)

10) ZONING AGENDA

11) UNFINISHED BUSINESS

A. Consideration of an Ordinance to Amend Chapter 16 of the Milton Code of Ordinances (Elections) to Make Certain Clerical, Technical, and Nonsubstantive Corrections; to Clarify Existing Provisions; and For Other Purposes.
Agenda Item No. 26-307
(Stacey Inglis, Deputy City Manager)

B. Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Establish the Ad Valorem Tax Rate of the City of Milton for Fiscal Year 2027 (Tax Year 2026); and for Other Purposes.
(First Presentation, September 21, 2026 Regular City Council Meeting)
Agenda Item No. 26-288
(Bernadette Harvill, Deputy City Manager)

12) NEW BUSINESS

A. Consideration of a Resolution Adopting the Five-Year Update to the City of Milton Comprehensive Plan 2040.
Agenda Item No. 26-330
(Sara Leaders, Community Development & Public Works Director)

B. Consideration of a Resolution to Condemn Property Rights Needed for Bethany Road at Providence Road Roundabout Project (Project No. PW-12), Parcel 04; 0.208 Acres of Fee Simple Right of Way; 980.12 Square Feet of Permanent Easement for Construction, Utilities, and Maintenance of Slopes; 5,474.58 Square Feet of Temporary Easement for Construction of Slopes; One (1) Temporary Driveway Easement. Owner: TTT Revocable Trust.
Agenda Item No. 26-331
(Ken Jarrard, City Attorney)

C. Consideration of a Resolution Expanding the Development Authority Board to Nine Directors and Appointing Samia Coker.
Agenda Item No. 26-332
(Ken Jarrard, City Attorney)

13) MAYOR AND COUNCIL REPORTS

14) STAFF REPORTS

15) EXECUTIVE SESSION (*Land Acquisition, Personnel, Litigation, if needed*)

16) ADJOURNMENT
Agenda Item No. 26-333

Individuals requiring accommodation to attend any City meeting should contact 678.242.2500.

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	City Manager	Bernadette Harvill
SECTION OF AGENDA:	Consent Agenda	October 19, 2026 Bernadette Harvill
AGENDA ITEM TITLE:	Approval of the Financial Statements & Investment Report for the Period Ending July 31, 2026.	
STATEMENT OF PURPOSE:	Transparency and compliance with City financial reporting requirements.	
FINANCIAL IMPACT:	Insight into the existing financial conditions at the time of reporting.	
RECOMMENDED ACTION:	Approval	

EXECUTIVE SUMMARY:

Finance prepares monthly financial statements and presents them to Council as part of the consent agenda for the period of October through August. Each reporting period remains open to allow for the posting of transactions that may affect previously reported activity (e.g., an invoice received in March for services rendered in January). Such adjustments are incorporated into the updated year-to-date actuals and reflected in the subsequent month's financial statements.

In addition to the monthly financial statements, an updated investment report will be provided. This report details the amount of funds invested with each financial institution, the annual percentage yield earned for the period, and a comparison of budgeted and actual results for both the current period and year-to-date.

September activity is incorporated into the Annual Comprehensive Financial Report (ACFR), which is published on the City's website no later than March 31 each year. A representative of the audit firm that conducted the annual audit will present an overview of the City's financial statements, along with other relevant financial matters, to the Council at a publicly held meeting following the annual publication of the ACFR.

FINANCIAL IMPACT:

The reporting of these statements ensures timely communication of the City's financial position. Budget adjustments at the department level within each fund may be authorized by the City Manager, while any adjustments that result in an increase to total departmental appropriations must be approved by the City Council through the formal budget amendment process.

LEGAL AND REGULATORY CONSIDERATIONS:

Compliance with City regulations related to financial reporting and transparency.

OPERATIONAL IMPACT

Review of the financials on a monthly basis standardizes processes including reconciliations, accruals, and journal entries. It also results in timely processing, increased accuracy, and proactive management of the City's financial data.

STRATEGIC ALIGNMENT:

Financial transparency and insight

STAFF RECOMMENDATION:

Approval

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October12, 2026 Bernadette Harvill
Legal Review: N/A
Concurrent Review: Steve Krokoff, City Manager – Steven Krokoff
Steven Krokoff (Oct 12, 2026 17:07:47 EDT)

ATTACHMENTS:

Financial Statements and Investment Report for Period Ending July 31, 2026.

CITY OF MILTON - NOTES TO THE FINANCIAL STATEMENTS
For the Period Ending July 31, 2026

Bernadette Harvill, Deputy City Manager Bernadette Harvill

Steve Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 12, 2026 17:07:47 EDT)

Financial Overview / Highlights

GENERAL FUND

- Total revenue collections are $38,909,388 , 0.69% above projections year-to-date.
- Total expenditures to-date are $39,596,744 , 7.16% less than expected year-to-date.

CAPITAL PROJECTS FUND

Expenditures within this fund continue to occur on a project-by-project basis. With a total project expenditure budget of $64,672,341, capital expenditures-to-date total $4,260,121 - figures have been updated to reflect retainage payable booked to FY 2025 in accordance with generally accepted accounting principles (GAAP).

OTHER MISCELLANEOUS NOTES

Please note, certain variances are the result of timing of revenues received/expenditures paid versus when they were anticipated and may not result in the need for an amendment.

City of Milton

STATEMENT OF REVENUES & EXPENDITURES
General Fund
For the Period Ending July 31, 2026

Revenues	Annual Budget	Current Month			Year-to-Date		
		Actual	Budgeted	Variance over/(under)	Actual	Budgeted	Variance over/(under)
Property Tax	17,063,739	72,479	57,077	15,402	16,764,307	16,953,574	(189,267)
Motor Vehicle Tax	2,224,879	194,074	177,322	16,753	1,585,401	1,626,159	(40,758)
Intangible Tax	396,550	45,560	35,690	9,870	322,509	289,482	33,028
Real Estate Transfer Tax	275,000	21,284	27,500	(6,216)	196,673	203,500	(6,827)
Franchise Fees	2,430,740	355,301	460,680	(105,379)	1,902,582	1,790,076	112,506
Local Option Sales Tax	15,076,424	1,267,632	1,356,878	(89,246)	11,318,533	11,156,554	161,979
Alcohol Beverage Excise Tax	435,191	37,787	36,251	1,536	320,941	326,263	(5,321)
Fireworks Excise Tax	600	-	-	-	-	-	-
Business & Occupation Tax	1,120,200	12,365	11,202	1,163	1,125,308	1,103,397	21,911
Insurance Premium Tax	4,500,000	-	-	-	-	-	-
Financial Institution Tax	100,000	-	-	-	95,446	100,000	(4,554)
Penalties & Interest	54,800	9,775	4,565	5,211	74,905	45,648	29,257
Alcohol Beverage Licenses	228,000	3,350	2,275	1,075	239,913	222,549	17,364
Other Non-Business Permits/Licenses	29,930	2,804	2,493	310	26,860	24,932	1,928
Zoning & Land Disturbance Permits	267,004	17,700	22,241	(4,541)	157,312	222,414	(65,102)
Building Permits	1,030,000	67,736	92,499	(24,763)	794,864	804,990	(10,126)
Intergovernmental Revenue	81,350	-	42,006	(42,006)	76,350	76,350	-
Other Charges for Service	686,952	51,535	38,176	13,359	674,891	594,492	80,399
Municipal Court Fines	950,000	68,724	85,500	(16,776)	726,403	769,500	(43,097)
Interest Earnings	2,484,557	220,296	204,120	16,177	2,083,324	2,041,196	42,129
Contributions & Donations	2,000	-	2,000	(2,000)	23,875	2,000	21,875
Other Revenue	338,564	37,648	30,498	7,150	397,180	283,180	114,000
Other Financing Sources	26,656	-	-	-	1,811	5,000	(3,189)
Total Revenues	**49,803,136**	**2,486,050**	**2,688,973**	**(202,923)**	**38,909,388**	**38,641,255**	**268,133**

Operating Expenditures	Annual Budget	Current Month			Year-to-Date		
		Actual	Budgeted	Variance over/(under)	Actual	Budgeted	Variance over/(under)
Mayor and Council	215,066	12,025	16,883	(4,857)	144,967	177,072	(32,105)
City Clerk	252,210	13,009	19,132	(6,123)	171,259	211,349	(40,090)
City Manager	1,133,346	75,837	86,202	(10,366)	854,126	942,347	(88,221)
General Administration	55,971	298	3,730	(3,432)	20,594	43,527	(22,933)
Finance	1,103,880	57,370	85,841	(28,470)	878,619	925,695	(47,077)
Legal	725,000	18,461	60,393	(41,932)	415,209	603,925	(188,716)
Information Services	2,401,560	97,655	193,541	(95,886)	1,668,829	2,000,649	(331,820)
Human Resources	806,436	52,258	68,276	(16,018)	647,783	676,762	(28,979)
Risk Management	413,505	41,710	41,601	110	368,466	372,655	(4,189)
General Government Buildings	383,377	16,902	31,935	(15,033)	229,955	319,353	(89,398)
Communications	598,412	45,796	38,963	6,833	460,600	502,862	(42,261)
Municipal Court	594,650	40,111	48,075	(7,964)	405,981	504,432	(98,451)
Police	9,268,415	649,241	706,845	(57,604)	7,300,667	7,792,298	(491,631)
Fire	11,275,515	840,801	921,285	(80,483)	8,986,361	9,445,367	(459,005)
Public Works	3,642,938	246,117	288,617	(42,500)	2,612,490	3,047,905	(435,415)
Parks & Recreation (Active)	2,289,575	201,587	253,608	(52,021)	1,579,084	1,895,798	(316,714)
Passive Parks/Greenspace	346,673	16,353	22,038	(5,685)	163,734	230,376	(66,642)
Community Development	3,187,868	195,554	242,675	(47,122)	2,390,717	2,662,776	(272,059)
Operating Transfers to Other Funds	14,946,763	2,289,730	2,289,730	-	10,297,303	10,297,303	-
Operating Reserve (Contingency)	384,633	-	-	-	-	-	-
Total expenditures	**54,025,793**	**4,910,816**	**5,419,369**	**(508,552)**	**39,596,744**	**42,652,450**	**(3,055,706)**

Net Change in Fund Balance	**(4,222,657)**	**(2,424,766)**			**(687,356)**		

Fund Balance - Beginning	17,272,419				17,272,419		
Fund Balance - Ending	13,049,762				**16,585,063**		

City of Milton
City Events Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Vendor Fees	$ 35,000	$ -	$ 36,159	$ 1,159
Sponsor Fees	40,000	1,500	44,150	4,150
Interest Revenues	-	-	211	211
Total revenues	$ 75,000	$ 1,500	$ 80,519	$ 5,519
EXPENDITURES				
Parks and Recreation (Active)	$ 257,972	$ 7,346	$ 193,997	$ 63,975
Total Expenditures	$ 257,972	$ 7,346	$ 193,997	$ 63,975
OTHER FINANCING SOURCES (USES)				
Transfers in from General Fund	$ 70,000	$ -	$ -	$ (70,000)
Transfers in from Hotel/Motel Tax Fund	60,000	6,114	41,439	(18,561)
Total other financing sources and uses	$ 130,000	$ 6,114	$ 41,439	$ (88,561)
Net change in fund balances	$ (52,972)		$ (72,039)	
Fund balance - beginning	53,819		53,819	
Fund balance - ending	$ 847		$ (18,221)	

City of Milton
Confiscated Assets Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Cash Confiscations/State Funds	$ -	$ 1,201	$ 8,629	$ 8,629
Cash Confiscations/Federal Funds	-	-	-	-
Interest Revenues/State Funds	-	12	43	43
Interest Revenues/Federal Funds	-	-	-	-
Total revenues	$ -	$ 1,212	$ 8,672	$ 8,672
EXPENDITURES				
Police	$ -	$ -	$ -	$ -
Total Expenditures	$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES (USES)				
Transfers in from General Fund	$ -	$ -	$ -	$ -
Total other financing sources and uses	$ -	$ -	$ -	$ -
Net change in fund balances	$ -		$ 8,672	
Fund balance - beginning	41,227		41,227	
Fund balance - ending	$ 41,227		$ 49,899	

City of Milton
Opioid Settlements Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Local Share Opioid Settlement Funds	$ 25,000	$ 9,452	$ 12,292	$ (12,708)
Interest Revenue	-	307	3,156	3,156
Total revenues	$ 25,000	$ 9,759	$ 15,449	$ (12,708)
EXPENDITURES				
Fire	$ 51,077	$ -	$ -	$ 51,077
Total Expenditures	$ 51,077	$ -	$ -	$ 51,077
Net change in fund balances	$ (26,077)		$ 15,449	
Fund balance - beginning	35,224		35,224	
Fund balance - ending	$ 9,147		$ 50,673	

City of Milton
E-911 Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Variance Over/ (Under)
REVENUES				
E-911 Fees	$ 1,030,000	$ 76,717	$ 678,564	$ (351,436)
Total revenues	$ 1,030,000	$ 76,717	$ 678,564	$ (351,436)
EXPENDITURES				
Public Safety	$ 1,030,000	$ 76,717	$ 678,564	$ 351,436
Total Expenditures	$ 1,030,000	$ 76,717	$ 678,564	$ 351,436
Fund balance - beginning	-		-	
Fund balance - ending	$ -		$ -	

City of Milton
American Rescue Plan (ARP) Act of 2021 Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
American Rescue Plan	$ 548,742	$ -	$ -	$ (548,742)
Realized Gain or Loss (GA Fund 1)	21,000	566	21,875	875
Total revenues	$ 569,742	$ 566	$ 21,875	$ (547,867)
EXPENDITURES				
ARPA Expense	$ -	$ -	$ -	$ -
Total Expenditures	$ -	$ -	$ -	$ -
OTHER FINANCING SOURCES (USES)				
Transfers Out to General Fund	$ (21,656)	$ -	$ -	$ 21,656
Transfers Out to Capital Projects Fund	(548,742)	-	-	548,742
Total other financing sources and uses	$ (570,398)	$ -	$ -	$ 570,398
Net change in fund balances	$ (656)		$ 21,875	
Fund balances - beginning	656		656	
Fund balances - ending	$ 0		$ 22,531	

City of Milton
Hotel/Motel Tax Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Budget Variance Over/ (Under)
REVENUES				
Taxes				
Hotel/Motel Taxes	$ 60,000	$ 6,114	$ 41,439	$ (18,561)
Total revenues	$ 60,000	$ 6,114	$ 41,439	$ (18,561)
OTHER FINANCING SOURCES (USES)				
Transfers out to City Events Fund	$ (60,000)	$ (6,114)	$ (41,439)	$ (18,561)
Total other financing sources and uses	$ (60,000)	$ (6,114)	$ (41,439)	$ (18,561)
Net change in fund balances	$ -		$ -	
Fund balance - beginning	-		-	
Fund balance - ending	$ -		$ -	

City of Milton
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Charges for Service					
Infrastructure Maintenance Fee	$ 185,000	$ 8,886	$ 118,473	$ 118,473	$ (66,527)
Infrastructure Maint Penalty & Interest	-	-	3,446	3,446	3,446
Fulton County IGA Funding	1,282,184	-	-	-	(1,282,184)
Tree Recompense	-	7,033	17,922	17,922	17,922
Interest Revenue	-	26,492	318,787	318,787	318,787
Other Misc Revenue	190,495	-	-	-	(190,495)
Total revenues	$ 1,657,679	$ 42,411	$ 458,629	$ 458,629	$ (1,199,050)
EXPENDITURES					
Capital Outlay					
Finance	$ 198,572	$ 2,100	$ 74,900	$ 187,469	$ 11,103
Information Services	739,111	4,736	324,378	399,128	339,983
General Govt Bldg	233,728	-	-	-	233,728
Police	953,586	-	442,588	487,182	466,404
Fire	9,987,160	105,742	181,665	819,485	9,167,676
Public Works	13,852,737	530,581	2,183,053	4,669,430	9,183,307
Parks & Recreation (Active)	33,901,541	84,492	512,159	1,543,412	32,358,129
Passive Parks/Greenspace	3,796,099	-	483,428	483,428	3,312,671
Community Development	1,009,807	-	57,951	58,351	951,456
Total Capital Outlay	$ 64,672,341	$ 727,650	$ 4,260,121	$ 8,647,884	$ 56,024,457
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ 13,225,488	$ 2,152,124	$ 8,921,240	$ 8,921,240	$ (4,304,248)
Transfer in from ARPA Fund	548,742	-	-	-	(548,742)
Transfer out to Capital Grant Fund	(306,070)				
Proceeds of Sale of Assets	45,015	-	45,015	45,015	-
Contingencies	(277,360)	-	-	-	(277,360)
Total other financing sources and uses	$ 13,235,815	$ 2,152,124	$ 8,966,255	$ 8,966,255	$ (5,130,350)
Net change in fund balances	$ (49,778,847)		$ 5,164,763	$ 777,000	
Fund balance - beginning	49,778,847		49,778,847	49,778,847	
Fund balance - ending	$ -		$ 54,943,610	$ 50,555,847	

City of Milton
Greenspace Bond Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Real Property Tax-Current Year	$ 1,634,268	$ 5,585	$ 1,608,567	$ 1,608,567	$ (25,701)
Public Utility Tax-Current Year	12,000	27	11,165	11,165	(835)
Real Property Tax-Prior Year	5,000	1,115	9,103	9,103	4,103
Personal Property Tax-Current Year	14,591	19	10,233	10,233	(4,358)
Motor Vehicle Tax	1,396	134	1,332	1,332	(64)
Personal Property Tax-Prior Year	100	1	110	110	10
Penalties & Interest - Real Property	3,000	657	4,334	4,334	1,334
Penalties & Interest - Personal Property	-	3	118	118	118
Interest Revenue (Regions)	500	2,785	26,057	26,057	25,557
Total revenues	$ 1,670,855	$ 10,327	$ 1,671,019	$ 1,671,019	$ 164
EXPENDITURES					
Capital Outlay					
Passive Parks/Greenspace	$ 818,989	$ -	$ -	$ 10,589	$ 808,400
Bond Principal	1,145,000	-	1,145,000	1,145,000	-
Bond Interest	568,875	-	568,875	568,875	(1)
Arbitrage Yield Reduction	125,000	-	-	-	125,000
Fiscal Agent's Fees	1,306	-	1,360	1,360	(54)
Total Capital Outlay	$ 2,659,170	$ -	$ 1,715,235	$ 1,725,824	$ 933,345
Excess of revenues over expenditures	$ (988,315)	$ 10,327	$ (44,216)	$ (54,805)	$ (933,181)
Net change in fund balances	$ (988,315)		$ (44,216)	$ (54,805)	
Fund balance - beginning	996,893		996,893	996,893	
Fund balance - ending	$ 8,578		$ 952,677	$ 942,088	

City of Milton
Transportation Special Purpose Local Option Sales Tax (TSPLOST) Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
TSPLOST (II)	$ 9,100,000	$ 815,050	$ 7,165,269	$ 7,165,269	$ (1,934,731)
Federal Grant FHWA - SS4A	482,600	256,360	256,360	256,360	(226,240)
Federal Grant GDOT TAP - Big Creek	6,625,574	-	1,433,287	1,433,287	(5,192,287)
Local Grants	200,000	-	-	-	(200,000)
Fulton County IGA	1,848,332	-	-	-	(1,848,332)
City of Roswell IGA (TS2-2311)	889,962	17,404	32,182	32,182	(857,780)
Realized Gain or Loss (GA Fund 1)	1,000,000	83,370	829,815	829,815	(170,185)
Total revenues	$ 20,146,468	$ 1,172,184	$ 9,716,913	$ 9,716,913	$ (10,429,555)
EXPENDITURES					
Capital Outlay					
Public Works - TSPLOST I	$ 19,638,148	$ 259,551	$ 3,029,815	$ 11,035,518	$ 8,602,629
Public Works - TSPLOST II	35,906,618	460,331	2,826,265	6,973,810	28,932,808
Total Capital Outlay	$ 55,544,766	$ 719,882	$ 5,856,080	$ 18,009,329	$ 37,535,437
Net change in fund balances	$ (35,398,298)		$ 3,860,833	$ (8,292,416)	
Fund balance - beginning	35,400,509		35,400,509	35,400,509	
Fund balance - ending	$ 2,211		$ 39,261,342	$ 27,108,094	

City of Milton
Capital Grant Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Intergovernmental Revenues					
Federal Capital Grant Indirect	$ 500,000	$ -	$ -	$ -	$ (500,000)
LMIG Funds	500,000	-	1,127,563	1,127,563	627,563
State Capital Grant Indirect	1,562,157	214,231	1,500,000	1,500,000	(62,157)
Total revenues	$ 2,562,157	$ 214,231	$ 2,627,563	$ 2,627,563	$ 65,406
EXPENDITURES					
Capital Outlay					
Fire	$ 82,876	$ -	$ -	$ -	$ 82,876
Public Works	500,000	80,829	80,829	543,758	(43,758)
Parks & Recreation - Active	504,770	-	-	-	504,770
Parks & Recreation - Passive	544,087	-	544,087	539,590	4,497
Total Capital Outlay	$ 1,631,733	$ 80,829	$ 624,916	$ 1,083,348	$ 548,385
OTHER FINANCING SOURCES (USES)					
Transfers in from Capital Projects	$ 306,070	$ -	$ -	$ -	$ (306,070)
Total other financing sources and uses	$ 306,070	$ -	$ -	$ -	$ (306,070)
Net change in fund balances	$ 1,236,495		$ 2,002,647	$ 1,544,215	
Fund balance - beginning	(1,236,495)		(1,236,495)	(1,236,495)	
Fund balance - ending	$ -		$ 766,152	$ 307,721	

City of Milton
Capital Projects Fund - Impact Fees
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Admin Fund	$ 30,000	$ 931	$ 18,652	$ 18,652	$ (11,348)
Law Enforcement Fund	20,000	610	14,856	14,856	(5,144)
Fire Fund	175,000	5,290	123,221	123,221	(51,779)
Road Fund	145,000	4,383	92,676	92,676	(52,324)
Park Fund	690,000	20,745	382,961	382,961	(307,039)
Interest Revenues/Admin Fund	-	198	2,205	2,205	2,205
Interest Revenues/Law Enforcement Fund	-	158	1,257	1,257	1,257
Interest Revenues/Fire Fund	-	1,310	10,049	10,049	10,049
Interest Revenues/Road Fund	-	985	8,684	8,684	8,684
Interest Revenues/Park Fund	-	4,072	44,622	44,622	44,622
Total revenues	$ 1,060,000	$ 38,681	$ 699,183	$ 699,183	$ (360,817)
EXPENDITURES					
Police	$ 27,381	$ -	$ -	$ -	$ 27,381
Fire	389,515	-	-	-	389,515
Public Works	186,871	-	-	-	186,871
Parks & Recreation (Active)	798,016	47,546	83,679	601,427	196,589
Community Development	63,122	-	-	-	63,122
Total Capital Outlay	$ 1,464,905	$ 47,546	$ 83,679	$ 601,427	$ 863,478
OTHER FINANCING SOURCES (USES)					
Transfers In from General Fund	$ (4,208)	$ -	$ -	$ -	$ (4,208)
Total other financing sources and uses	$ (4,208)	$ -	$ -	$ -	$ (4,208)
Net change in fund balances	$ (409,113)		$ 615,504	$ 97,756	
Fund balance - beginning	409,113		409,113	409,113	
Fund balance - ending	$ -		$ 1,024,617	$ 506,869	

City of Milton
Capital Projects Fund - Revenue Bond
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2026

	FY 2026 Budget	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals + Encumbrances	Budget Variance Over/ (Under)
REVENUES					
Interest Revenues (Regions)	$ -	$ 8	$ 2,618	$ 2,618	$ 2,618
Total revenues	$ -	$ 8	$ 2,618	$ 2,618	$ 2,618
EXPENDITURES					
Capital Outlay					
Bond Principal	$ 990,000	$ -	$ 990,000	$ 990,000	$ -
Bond Interest	659,469	-	659,469	659,469	(0)
Fiscal Agent's Fees	1,806	-	1,806	1,806	-
Total Capital Outlay	$ 1,651,275	$ -	$ 1,651,275	$ 1,651,275	$ (0)
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ 1,651,275	$ 137,606	$ 1,376,063	$ 1,376,063	$ (275,213)
Total other financing sources and uses	$ 1,651,275	$ 137,606	$ 1,376,063	$ 1,376,063	$ (275,213)
Net change in fund balances	$ -		$ (272,595)	$ (272,595)	
Fund balance - beginning	2,057		2,057	2,057	
Fund balance - ending	$ 2,057		$ (270,538)	$ (270,538)	

City of Milton
Investment Portfolio
For the Period Ending July 31, 2026

Investment	Amount	Percent	Yield
Money Market - HomeTrust	6,316,328	6%	3.74%
GA Fund 1	64,677,248	66%	3.67%
GA Fund 1 - ARPA	566	0%	3.67%
GA Fund 1 - TSPLOST	26,798,687	27%	3.67%
Total Investment Portfolio	**97,792,829**	**100%**	

Fund	FY26 Annual Budget	Current Month			Year-to-Date		
		Actual	Budgeted	Variance over/(under)	Actual	Budgeted	Variance over/(under)
General Fund	2,450,415	220,296	204,201	16,095	2,083,324	2,042,013	41,312
ARPA Fund	21,000	566	1,750	(1,184)	21,875	17,500	4,375
TSPLOST Fund	1,000,000	83,370	83,333	37	829,815	833,333	(3,518)
	3,471,415	**304,232**	**289,285**	**14,948**	**2,935,014**	**2,892,846**	**42,168**

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	October 19, 2026
AGENDA ITEM TITLE:	Approval of a Professional Services Agreement between the City of Milton and Garver, LLC for Construction Phase Services for the Providence Lake Culvert Replacement Project.	
STATEMENT OF PURPOSE:	The purpose of this item is to obtain City Council approval of a Professional Services Agreement with Garver, LLC to perform Construction Phase Services for the Providence Lake Culvert Replacement Project.	
FINANCIAL IMPACT:	The $40,490.64 agreement will be funded through the Stormwater Management Capital Account.	
RECOMMENDED ACTION:	Approve the Professional Services Agreement with Garver, LLC for construction phase services for the Providence Lake Drive Culvert Replacement Project.	

EXECUTIVE SUMMARY:

The proposed Professional Services Agreement with Garver, LLC would provide engineering support during bidding and construction of the Providence Lake Drive Culvert Replacement Project. The $40,490.64 scope includes responding to contractor inquiries during bidding, addressing requests for information during construction, reviewing shop drawings and submittals, and performing erosion and sedimentation control inspections every seven days.

Garver prepared the design for replacement of the existing culvert. Continuing with the design consultant would maintain continuity as the project advances to construction and provide technical support to City staff and the selected contractor.

The project would replace the existing box culvert while maintaining one lane of traffic throughout construction. Providence Lake Drive provides the only roadway access to approximately 97 homes in the Providence Lake subdivision.

PURPOSE/BACKGROUND:

The City hired Lowe Engineers in April 2024 to inspect drainage infrastructure as part of the City's Drainage Capital Improvement Program. The inspection of the culvert beneath Providence Lake Drive identified structural deficiencies, including a deteriorating downstream wing wall, sinkholes above the culvert, concrete spalling, and exposed reinforcing steel. Erosion at the culvert also presents a potential risk of increased sediment entering Providence Lake.

Lowe Engineers recommended full replacement due to the condition of the structure and its role in supporting the roadway. In July 2025, the City entered into a Professional Services Agreement with Garver, LLC to design

replacement of the existing 7-foot by 7-foot reinforced concrete box culvert with a new 7-foot by 10-f concrete box culvert.

The design provides for staged construction to maintain one lane of traffic throughout the project using a temporary mobile traffic signal. The proposed agreement would provide engineering support during bidding and construction to assist with implementation of these plans.

STAFF ANALYSIS:

Garver prepared the culvert replacement design and is familiar with the project's structural, drainage, traffic control, and construction staging requirements. Staff recommends continuing with Garver for bidding and construction phase support to maintain continuity with the completed design and avoid duplicating the effort needed to familiarize another consultant with the project.

Garver would respond to contractor inquiries during bidding and requests for information during construction, review shop drawings and submittals, and perform erosion and sedimentation control inspections every seven days. These services would help staff address questions about the plans, evaluate contractor submittals for consistency with the design, and respond to field conditions that may require engineering clarification.

Given the subdivision's single access point, timely coordination among City staff, Garver, and the contractor will be important to implementing the construction staging and traffic control plans and maintaining neighborhood access.

FINANCIAL IMPACT:

The $40,490.64 agreement will be funded through the Stormwater Management Capital Account.

ALTERNATIVES CONSIDERED:

Option 1: Approve the agreement and proceed with Garver's engineering support during bidding and construction.
Option 2: Defer or decline approval, requiring the City to arrange alternative engineering support and potentially delaying responses to contractor inquiries, submittal reviews, and resolution of design-related questions.

LEGAL AND REGULATORY CONSIDERATIONS:

The project will follow applicable GDOT specifications and special provisions, along with applicable erosion and sedimentation control and permitting requirements. Garver's services would support implementation of the construction plans and associated requirements.

OPERATIONAL IMPACT:

Replacement of the deteriorated culvert is intended to address the identified structural deficiencies and maintain reliable access to the approximately 97 homes in the Providence Lake subdivision. A failure of the existing structure could disrupt the neighborhood's only roadway access.

Construction will be staged to maintain one lane of traffic at all times using a temporary mobile traffic signal. Garver's construction phase services would support implementation of the staging and traffic control plans and provide engineering assistance as questions arise during the work.

COMMUNITY/STAKEHOLDER IMPACT:

Maintaining access during construction is a primary consideration for residents of the Providence La subdivision. Residents may experience delays associated with alternating one-way traffic during the project.

Before the engineering contract was awarded in July 2025, the City mailed a notification letter to residents within the project area describing the upcoming project and survey work. Coordination with the Homeowners Association has continued through design and will continue during construction to communicate project timing, traffic control arrangements, and access considerations.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1: Ensure Milton's Sustainability and Resiliency, Goal #5: Implement transportation infrastructure that meets current needs, accounts for future growth, and allows residents to travel through Milton in a calm, safe, and efficient manner.

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with Garver, LLC for construction phase services for the Providence Lake Drive Culvert Replacement Project.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 12, 2026 Bernadette Harvill
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – August 14, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 14, 2026 14:12:52 EDT)

ATTACHMENTS:

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
Construction Phase Services: Providence Lake Dr Culvert Replacement Project

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(hereinafter referred to as the "City"), and **GARVER, LLC (AR)**, a foreign limited liability company, having its principal place of business in Georgia at 1755 N. Brown Rd, Ste 250, Lawrenceville, GA 30043, (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

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

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

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

WHEREAS, Consultant 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, Consultant 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 Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – Consultant's Proposal
Exhibit "B" – Certificate of Insurance
Exhibit "C" – Scope of Work
Exhibit "D" – Contractor Affidavit
Exhibit "E" – Subcontractor Affidavit
Exhibit "F" – Key Personnel

B. Project Description. The "Project" at issue in this Agreement is generally described as: provide professional engineering services for the construction phase for the replacement of a culvert at Providence Lake Drive in Milton, Georgia. Professional services include construction support services throughout the estimated six-month construction period further described in detail in Exhibit "A".

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. 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. Consultant understands that time is of material consideration of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner consistent with the Standard of Care, which may 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 is estimated be completed, and the Agreement shall terminate, on or before March 31, 2028 (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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant. If, through no fault of Consultant, schedule or dates are changed, or the orderly and continuous progress of Consultant's Work is impaired, or Consultant's Work is delayed or suspended, then the completion time for Consultant's Work, and the rate and amounts of Consultant's compensation, shall be adjusted equitably via a Change Order as mutually agreed between the parties.

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 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. 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 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 Consultant 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 shall not, in any case, exceed **FORTY THOUSAND, FOUR HUNDRED NINETY and 64/100 DOLLARS (**$40,490.64) (the "Maximum Contract Price"), except as outlined in Section II(C) 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.

C. Reimbursement for Costs. The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows:

[X] There shall be no reimbursement for costs.

IV. COVENANTS OF CONSULTANT

A. Experience of Consultant; Licenses, Certification and Permits. Consultant recognizes 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 Consultant under this Agreement in accordance with the Standard of Care. Consultant shall employ only persons duly qualified in the appropriate area of practice to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all applicable 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, Consultant agrees that it will perform all Work in accordance with the standard of care and quality exercised by ordinarily competent members of Consultant's profession practicing under the same or similar circumstances ("Standard of Care"), 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*.) in effect as of execution of this Agreement. Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of the Standard of Care of Consultant's profession and industry. Consultant shall take no deviation from the Standard of Care 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.

C. City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of Consultant's practice of engineering and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant 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 Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry Standards of Care, or for performing services under this Agreement in accordance with said professional and industry Standards of Care.

D. 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 that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative. Jeff Clayton 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.

F. 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 City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of City. Consultant agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall 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 third-party claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability attributable to bodily injury (including death) or tangible property damage, including but not limited to reasonable attorney's fees and costs of defense ("Liabilities"), to the extent caused by the negligent act or omission arising out of the Work, performance of Work, or operations under this Agreement 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.

In any and all claims against an Indemnified Party, by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall be limited to the extent such claim is payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify 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. 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. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work, unless City directs Consultant on how to perform the foregoing matters; the instrumentalities, tools, supplies and/or materials necessary to complete the Work, unless City requires Consultant to utilize specific forms of the foregoing; hiring of consultants, 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. Consultant agrees to be 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 Consultant. 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 hereto. 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.

I. Insurance.

(1) Requirements: Consultant 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 Consultant, its agents, representatives, or employees. Consultant's subcontractors shall be required to evidence their own insurance coverage which must be equivalent to the requirements set forth herein. 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: Consultant 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, 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 Consultant'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 Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant 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, Consultant 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 Consultant; 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, consultants, 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 Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. 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 Consultant to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its negligence.

(ii) Primary Insurance Requirement. Consultant'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 Consultant'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 Consultant'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 Consultant 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 Consultant for City.

(c) All Coverages.

(i) Notice Requirement. Each insurance policy required by this Agreement 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 Consultant 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 Consultant 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 Consultant shall be responsible for any actual Project delay to the extent caused by the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Consultant 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, Consultant is specifically required to provide an endorsement naming City as an additional insured with the exception of Professional Liability and Workers' Compensation coverage. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant'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, yet redacted (as to premium amounts) copies of all required insurance policies at any time. Consultant

shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors: Consultant 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: Consultant 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 Consultant shall not be construed as relieving Consultant 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) Consultant 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 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 "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, 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 "E"**, 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.

Where Consultant 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 Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. 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. Further, where Consultant 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 Consultant or Consultant's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning (for which Consultant's General Counsel may be present). Where Consultant or Consultant'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. Consultant's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by City thereby.

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.] [DESIGNATE/MARK APPROPRIATE CATEGORY]

X___ 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.

K. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Consultant 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 Consultant 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, Consultant 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 upon prior reasonable notice and as often as City may deem necessary, Consultant shall make available to City or City's representative(s) for examination all Records. Except to the extent permitted by law, City shall not be entitled to audit Consultant's proprietary financial records associated with the make-up of negotiated lump sum services, unit prices or fixed fees, or rates agreed upon. Consultant will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant 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, Consultant shall permit City or City's representative(s) to observe and inspect any or all of Consultant's facilities where the Work is being performed and activities during normal hours of business for the purpose of evaluating Consultant'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. 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. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest

exists, City may require that Consultant 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 Consultant when such services were performed while a conflict of interest existed if Consultant 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.

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.

M. Confidentiality. "Confidential Information" means information which is clearly identifiable as such, whether by bearing a physical marking stating "Confidential" or "Proprietary," or by its nature be so apparent that the information qualifies as confidential information. Confidential Information does not include information that was: (a) available to the public through no fault of Consultant; (b) already in Consultant's possession prior to disclosure by the City; or (c) acquired from a third party without obligation of confidence. Consultant acknowledges that it may receive Confidential Information of City and that it will, for a period of three (3) years from the Effective Date, use the same degree of care as it uses with its own Confidential Information of a similar nature to 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. Consultant agrees that Confidential Information it learns or receives 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. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Confidential Information.

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant 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. Key Personnel. All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their experience. There shall be no change in Consultant's Project Manager or members of the Project team, as listed in **Exhibit "F"**, without written approval of City. Consultant recognizes that the composition of this team was instrumental in City's decision to award the Work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior experience.

O. **Meetings.** Consultant 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 Consultant'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 Consultant'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 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.

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, delivered by Consultant under this Agreement ("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 Consultant or subcontractor upon completion or termination of the Work shall be delivered promptly to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any Materials for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials until delivery of the same to City. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. 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; provided however, Consultant shall at all times retain ownership of its proprietary software, standard design details, derivatives or specifications which it has developed during the time of its business. City acknowledges that Materials are developed for this Project and not intended to be utilized on any other project for which they were not created. Any reuse of the Materials on another project, or modification to the Materials without Consultant's direct involvement, will be at City's sole risk and without legal liability or exposure to Consultant. To the extent allowed under applicable law, City shall indemnify, defend, and hold harmless, Consultant and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of such modification or reuse.

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, 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.

S. **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.

V. COVENANTS OF CITY

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

B. City's Representative. Scott Tkach, PE, City Engineer shall be authorized to act on City's behalf with respect to the Work as City's designated representative 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. Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity to cure. In the event of Consultant's material breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Consultant at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to commence 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 Consultant for the actual costs of curing the default against any sums due or which become due to Consultant 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 Consultant 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 actual 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, Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant 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 Consultant's Representative (named above) for Consultant.

(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 CONSULTANT shall be sent to:

Garver, LLC (AR)
Attn: Jeff Clayton, PE
1755 N. Brown Rd, Ste 250
Lawrenceville, GA 30043

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 Consultant 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 Consultant 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. Risk Allocation. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES, AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES OF

ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE); AND CITY HEREBY AGREES THAT CONSULTANT'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO TWO HUNDRED PERCENT (200%) OF THE AMOUNT OF COMPENSATION ACTUALLY RECEIVED BY CONSULTANT FROM CITY UNDER THIS AGREEMENT REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

I. 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.

J. 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.

K. 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.

L. 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, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

M. 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. Consultant 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.

N. Force Majeure. Neither City nor Consultant 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 CONSULTANT; (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.

O. Material Condition. Each term of this Agreement is material, and Consultant'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]

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

CONSULTANT: Garver, LLC (AR)

Signature: _____

Print Name: John Cantabery

Title: [CIRCLE ONE]
Member/Manager (LLC)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: _____
Print Name: Jeffrey N. Clayton
Title: Business Team Leader
(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 8/19/2026
8433E81E7AE148A...
City Attorney Date

EXHIBIT "A"

1745 N. Brown Rd.
Suite 250
Lawrenceville, GA 30043

www.GarverUSA.com

August 12, 2026

Mr. Scott Tkach, PE
City Engineer
City of Milton Public Works
2006 Heritage Walk
Milton, GA 30004

Re: Providence Lake Drive Culvert Replacement Supplemental Fee Proposal for Construction Phase Services

Dear Scott:

Presented herein is our understanding of the project, the proposed scope of services and anticipated deliverables, as well as our proposed schedule, key assumptions, and associated fee.

Project Understanding

This supplemental scope is a continuation of the design for the culvert replacement on Providence Lake Drive, a residential roadway with no secondary access to the homes within the Providence Lake subdivision. Garver designed the replacement of the existing failing 7-foot by 7-foot reinforced concrete box culvert (RCBC) with a new 7-foot by 10-foot RCBC while maintaining access and traffic to the residences located beyond the crossing throughout construction.

Scope

Construction Phase Services

Garver is to perform construction support services throughout the estimated 6-month construction contract period. These services include:

- Responding to contractor inquiries and issuing up to two (2) addenda prior to letting
- Responding to contractor Requests for Information (RFI) during construction

- Review of up to two (2) shop drawings/submittal packages from the contractor
- Prepare one (1) Use on Construction Revision
- Conduct an initial Erosion and Sedimentation Control 7-Day Inspection

As-Built Survey

Gaver is to conduct a final as-built survey of the box culvert barrel, wingwalls, parapet, and surface drainage system pipes and boxes following final installation and before backfilling commences. These services include:

- As-built for one (1) box culvert replacement, verifying the final constructed dimensions, elevations, and alignments against the original design plans
- Estimated 450 LF of project area
- Two (2) established benchmarks, with each located on a hydrant

Deliverables

1. Addenda to plans (up to two, as needed)
2. RFI responses
3. Shop Drawing/Submittal review responses (up to two)
4. 7-Day Inspection Letter
5. Final As-built drawings in PDF and CAD formats

Assumptions

The following items are not anticipated for this project and, therefore, not included in this scope of work. These items may be considered for inclusion in the additional scope as needed.

- Environmental Permitting
- ROW or Construction Staking
- Construction Engineering and Inspections (CEI)
- Construction Materials Testing (CMT)

Schedule

All work specified in this task order shall be completed within **12 months** of the Notice to Proceed date.

Fee

Services will be invoiced monthly as a lump sum on a percent-complete basis for a total not to exceed **$40,490.64**. Estimated fees by phase are itemized in the attached estimate.

We appreciate the opportunity to serve on this project. If you have any questions, please do not hesitate to contact me by cell at (678) 361-3448 or by email at jnclayton@garverusa.com. We look forward to serving you.

Sincerely,

GARVER



Jeff Clayton, P.E.
Georgia Transportation Business Team Leader

Attachments: Garver Fee Estimate Breakdown

c: Kathy Stallard
Josh Rogers
Morgan Purchell

Fee Proposal Summary
Providence Lake Drive Culvert Replacement
8/12/2026

Task	Fee	Subconsultant
Project Management	$ 7,712.40	
Survey Database	$ 7,564.00	As-built (Garver)
Traffic Engineering	$ -	
Concept Development	$ -	
Preliminary Design	$ -	
Right of Way Plans	$ -	
Final Plans	$ -	
Bridge Design	$ -	
Lighting Plans	$ -	
Construction Phase Services	$ 25,214.24	
Environmental	$ -	
Subsurface Utility Engineering (SUE)	$ -	
Geotechnical Engineering	$ -	
Other Direct Costs	$ -	
Total	**$ 40,490.64**	

Itemized Fee Estimate
Providence Lake Drive Culvert Replacement
8/12/2026

Project Management - Concept Development

Task	Assumptions	Staff					Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	Admin	
Project Management - Coordination Meetings							0
Project Management - Schedule							0
Project Administration (Contracting, Invoicing, etc.)							0
Prepare Project Management Plan							0
Prepare Quality Control Plan							0
~~Attend PAR Meeting~~							0
~~Attend Initial Concept Team Meeting~~							0
~~Attend Concept Team Meeting Dry Run~~							0
~~Attend Concept Team Meeting~~							0
Review Concept Layout, Report, Cost Estimates							0
Value Engineering Study - Review Materials, Participate, Review and Respond to							0
~~Review/Submit Traffic Projections~~							0
~~Review/Submit Traffic Reports~~							0
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**
						Total Concept Development Fee	**$ -**

Project Management - Preliminary Design

Task	Assumptions	Staff					Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	CAD Designer	
~~Project Management - Coordination Meetings~~							0
~~Project Management - Schedule~~							0
~~Project Administration (Contracting, Invoicing, etc.)~~							0
~~Coordinate/Attend Constructability Review~~							0
~~Review PFPR Submittals, Request~~							~~0~~
~~Attend PFPR~~							~~0~~
~~Review PFPR Responses~~							~~0~~
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**
						Total Preliminary Design Fee	**$ -**

Project Management - Right-of-Way Plans

Task	Assumptions	Staff					Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	CAD Designer	
~~Project Management - Coordination Meetings~~							0
~~Project Management - Schedule~~							0
~~Project Administration (Contracting, Invoicing, etc.)~~							0
~~Review Right of Way Plan Submittals~~							0
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**
						Total Right-of-Way Plans Fee	**$ -**

Project Management - Final Plans

Task	Assumptions	Staff					Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	CAD Designer	
~~Project Management - Coordination Meetings~~							0
~~Project Management - Schedule~~							0
~~Project Administration (Contracting, Invoicing, etc.)~~							0
~~Review FFPR Submittals, Request~~							0
~~Attend FFPR~~							0
~~Review FFPR Responses~~							0
~~Review Final Plan Submittals~~							0
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**
						Total Final Plans Fee	**$ -**

Project Management - Construction Phase Services

Task	Assumptions	Staff					Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	CAD Designer	
Project Management - Coordination Meetings	8 months			12			12
Project Management - Schedule	8 months			6			6
Project Administration (Contracting, Invoicing, etc.)	8 months			6			6
Subtotal Hours		**0**	**0**	**24**	**0**	**0**	**24**
						Total Construction Phase Services Fee	**$ 7,712.40**

Itemized Fee Estimate
Providence Lake Drive Culvert Replacement
8/12/2026

Survey Database

Task	Assumptions	Staff					
		Sr. Surveyor	Survey Manager	2-Man Survey Crew	Survey Technician	1-Man LiDAR Drone	Total Hours
~~Discipline Management & Coordination Meetings~~							
~~**Survey Control**~~							
~~GPS Control Monuments & Surveys~~							0
~~TBM Digital Leveling~~							0
~~Prepanel Photo Control~~							0
~~Photo Control Surveys~~							0
~~Conventional Control Surveys~~							0
~~Compile Control Pack~~							0
~~**Property Database**~~							
~~Tax Map & Deed Research~~							0
~~Compile Property Owner Information~~							0
~~Prop.Corner Surveys & CADD/Validate Existing~~							0
~~Compile Property Package~~							0
~~**Topographic Surveys**~~							
~~Mobile/Terrestrial Lidar Collection~~							0
~~Lidar processing/Extraction~~							0
~~Roadway Profile Surveys & CADD~~							0
~~Surface Utility Surveys & CADD~~							0
~~Septic Research~~							0
Supplemental Topo Surveys & CADD		6		12	16		34
~~Storm Water Survey (structures)~~							0
~~Survey Mobilization~~							0
~~**Management & Coordination**~~							
~~Meetings & Coordination~~							0
~~Quality Control~~							0
~~Project Management~~							0
~~**Right of Way Plans**~~							
~~Stake R/W and Easements~~							0
~~Mobilization~~							0
~~Project Management~~							0
						Total Survey Database Fee	**$ 7,564.00**

Itemized Fee Estimate
Providence Lake Drive Culvert Replacement
8/12/2026

Concept Development

Task	Assumptions	Staff							Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	Sr. CAD Designer	CAD Designer	Jr. CAD Designer	
~~Discipline Management & Coordination Meetings~~									0
~~Coordinate with USACOE (section 408)~~									0
~~Assist / Coordinate Bridge Type Study~~									0
~~Information Gathering~~									0
~~Conduct Site Visits~~									0
~~Prepare Quality Assurance Plan~~									0
~~Internal Quality Assurance Reviews~~									0
~~External Peer Review~~									0
~~Prepare Concept Property Database~~									0
~~Prepare Interchange Modification Report (IMR)~~									0
~~Prepare Interchange Justification Report (IJR)~~									0
~~Prepare Highway Safety Manual Analysis~~									0
~~Capacity Analysis Reports/ Prepare Traffic Summary~~									0
~~Assist / Coordinate PES and PTS Reports~~									0
~~Complete Concept Pavement Design~~									0
~~Conceptual Drainage Design~~									0
~~Prepare Concept Profiles~~									0
~~Prepare Concept Typical Sections~~									0
~~Prepare Concept Cross Sections~~									0
~~Prepare Concept Layout~~									0
~~Prepare PAR Layouts, Attend Meeting~~									0
~~Prepare Concept Report~~									0
~~Prepare Design Data Book (design criteria)~~									0
~~Validate/Revise Concept Layout~~									0
~~Validate/Revise Concept Report~~									0
~~Validate/Revise Design Data Book (design criteria)~~									0
~~Prepare Concept Construction Cost Estimate)~~									0
~~Contribute to Concept Right of Way Cost Estimate~~									0
~~Prepare for, Attend, Document Initial Concept Team Mtg~~									0
~~Prepare for, Attend Concept Team Mtg Dry Run~~									0
~~Prepare for, Attend, Document Concept Team Mtg~~									0
~~Provide Materials for Value Engineering Study~~									0
~~Participate in Value Engineering Study~~									0
~~Revise Concept Report per VE Study Recommendations~~									0
~~Logical Termini Meetings and Memorandum~~									0
~~Complete Streets Warrants and Design Memo~~									0
~~Concept Utility Reimbursement Cost Estimate~~									0
Subtotal Hours		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
								Total Concept Development Fee	**$ -**

Preliminary Design

Task	Assumptions	Staff							Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	Sr. CAD Designer	CAD Designer	Jr. CAD Designer	
~~Coordination Meetings~~									0
~~Prepare Front End Sheets~~									0
~~Preliminary Relocation Utility Team Meeting~~									0
~~1st Utility Plan submission~~									0
~~Prepare Existing Utility Plans from SUE Database or Utility Co.~~									0
~~Prepare Preliminary Right of Way and Easements~~									0
~~Contribute to Updated R/W Cost Estimate~~									0
~~Prepare Signing and Marking Plans~~									0
~~Prepare Prelim. Erosion, Sed. & Pollution Control Plans: Sections 50, 51, 52, 53, 54, 55, 56~~									0
~~Prepare Preliminary Drainage Design and Layout~~									0
~~Prepare Preliminary Drainage Profiles/Cross Sections~~									0
~~Prepare Drainage Area Map~~									0
~~Develop 3D Model for creation of Special Grading Plans (Special Intersections/Roundabout Plans/Ponds) (includes creation of Plan Sheets)~~									0
~~External Peer Review Coordination and Revise Plans for Roundabouts~~									0
~~Prepare / Contribute to Landscaping Plans~~									0
~~Prepare Pavement Designs~~									0
~~Prepare Intersection Sight Distance Study~~									0
~~Prepare Typical Sections~~									0
~~Prepare Construction Layout/Stakeout Sheet~~									0
~~Prepare Roadway Plans, Profiles, etc.~~									0
~~Develop 3D Model for creation of Roadway Cross-Sections (includes creation of Cross-Section Sheets)~~									0
~~Prepare Preliminary Driveway Profiles~~									0

Prepare Preliminary Staging Plans									0
Prepare Prelim. Earthwork Qtys. by Stage Construction									0
Prepare for, Participate in Constructability Review									0
Prepare PFPR Plans for Submittal									0
Prepare for, Participate in PFPR									0
Address PFPR Comments									0
Prepare Detailed Construction Cost Estimate Per Milestone									0
Prepare Draft Special Provisions									0
Prepare Special Construction Details									0
Milestones Internal Quality Assurance Reviews									0
Subtotal Hours		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
							Total Preliminary Design Fee	**$**	**-**

Right of Way Plans

Task	Assumptions	Staff							Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	Sr. CAD Designer	CAD Designer	Jr. CAD Designer	
Prepare Right-of-Way Plans									0
R/W Plan Review Revisions									0
Internal Quality Assurance Reviews									0
Preparing Staking and Deed Data									0
Revisions during Acquisition									0
Subtotal Hours		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
								Total Right of Way Plans Fee	**$** **-**

Final Plans

Task	Assumptions	Staff							Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	Sr. CAD Designer	CAD Designer	Jr. CAD Designer	
Coordination Meetings									0
Coordinate with Utility Companies for Relocations									0
2nd Utility Plan submission									0
Finalize Utility Plans									0
Finalize Signing and Marking Plans									0
Finalize MS4 Design									0
Finalize Erosion, Sed. & Pol. Ctrl. Plans for Staged Constr.									0
Finalize Drainage Design, Profiles, Cross Sections									0
Finalize Retaining Wall Locations and Envelopes									0
Finalize 3D Model for Special Grading Plans (Special Intersections/Roundabout Plans/Ponds) (includes finalization of Plan Sheets)									0
External Peer Review Coordination and Revise Plans for Roundabouts									0
Finalize Cover Sheet, Index, General Notes									0
Finalize Typical Sections									0
Finalize Roadway Plans, Profiles, etc.									0
Finalize 3D Model for Roadway Cross-Sections (includes finalization of Cross-Sections Sheets)									0
Finalize Driveway Profiles									0
Finalize Staging Plans and Details									0
Finalize Staging Cross-Sections									0
Prepare FFPR Plans for Submittal									0
Prepare for, Participate in FFPR									0
Address / Implement FFPR Comments									0
Prepare Corrected FFPR Plans									0
Address Final Corrected Plans comments/revisions									0
Finalize Detailed Construction Quantities, Cost Estimate Per Milestone and Annual Update									0
Revise Construction Plans per R/W Acquisition Revisions									0
Prepare Special Construction Details									0
Prepare Special Provisions									0
Prepare / Submit Final Plans									0
Internal Quality Assurance Reviews									0
Revise Plans, Prepare Amendments During Bidding Process									0
Revise Erosion Control Plans Based on EPD Comments									0
Subtotal Hours		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
								Total Final Plans Fee	**$** **-**

Construction Phase Services

Task	Assumptions	Staff							Total Hours
		Principal	PM	Sr. Engineer	Project Engineer	Sr. CAD Designer	CAD Designer	Jr. CAD Designer	
Coordination Meetings	12 months			12					12
Answer Design Inquiries after let/prior to construction				6	16				22
Answer Design Questions during Construction	12 months			6	12				18
Submittal Review				8					8
Participate in Post-Construction Evaluation									0
Revise Plans for Use-On Construction and/or Amendments				8	12		20		40
Complete Final Earthwork Coordination									0
Preconstruction / Construction Status Update Meetings									0

Assist / Prepare 7-day Inspection Letter				4			8		12
									0
	Subtotal Hours	**0**	**0**	**44**	**40**	**0**	**28**	**0**	**112**
							Total Construction Phase Services Fee	**$**	**25,214.24**

EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE

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
Stephens Insurance, LLC
111 Center Street, Suite 100
Little Rock, AR 72201

www.stephensinsurance.com

CONTACT NAME: Cindy Kimbrough
PHONE (A/C, No, Ext): 501-377-8352 **FAX (A/C, No):**
E-MAIL ADDRESS: cindy.kimbrough@stephens.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company (A++XV)	25623
INSURER B : Charter Oak Fire Insurance Company (A++XV)	25615
INSURER C : Standard Fire Insurance Company (A++XV)	19070
INSURER D : Travelers Property Casualty Co of Amer (A++ XV)	25674
INSURER E : Starr Surplus Lines Insurance Company (A XV)	13604
INSURER F : Lloyd's of London (A)	AA-112200

INSURED
Garver LLC
1745 N Brown Road, Suite 250
Lawrenceville GA 30043

COVERAGES **CERTIFICATE NUMBER:** 91828296 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ✓ OTHER: -0- Deductible			P-630-1G052988-PHX-26	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			810-1N886537-26-43-G	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			CUP-6J09853A-26-43	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-7K425966-26-43-G	7/1/2026	7/1/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability- Claims Made			1000634123261	7/1/2026	7/1/2027	Each Claim & Aggregate	$2,000,000
F	Maritime Employer's Liability * Underwriter at Lloyds NAIC AA-1122000 G-Contractor's Pollution-info next pg			PSR084089 ICELLUW00169304	7/1/2026 7/1/2026	7/1/2027 7/1/2027	Combined Single Limit Each Occurrence & Aggr	$1,000,000 2,000,000

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

See Attached
RE: Construction Phase Services - Providence Lake Dr / Garver Project: 2501361 SIR: $1M on PL

Full Prior Acts applies under the Starr Professional Liability policy shown above.

CERTIFICATE HOLDER
Construction Phase Services - Providence Lake Dr / Garver Project: 2501361 SIR: $1M on PL
City of Milton
2006 Heritage Walk
Milton 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
Ted Grace

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC	**NAMED INSURED** Garver LLC 1745 N Brown Road, Suite 250 Lawrenceville GA 30043
POLICY NUMBER P-630-1G052988-PHX-26	
CARRIER Phoenix Insurance Company (A++XV) / **NAIC CODE** 25623	**EFFECTIVE DATE:** 7/1/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Milton
ADDRESS: 2006 Heritage Walk Milton GA 30004

**Additional Policies:
-Cyber Policy TBD Endurance Assurance Corp, eff. 7/1/26-7/1/27 Limits $10,000,000 Data & Network Liability.
-Employee Dishonesty Coverage - Policy #105807050 eff. 7/1/26-7/1/27 Limit $2,000,000
-Contractor's Pollution Liability - Ironshore Specialty Ins. Co. (NAIC #25445) Policy #ICELLUW00169304 eff. 7/1/26-7/1/27 Limit
$2,000,000 Occ & Aggregate
-Professional Liability-Primary -Starr-Claims-made Retro Date (Full Prior Acts is applicable)
-Contractor's Pollution Liability-Ironshore-Claims-made Retro Date (7/23/2019)

**THE FOLLOWING POLICY ENDORSEMENTS APPLY TO THE CERTIFICATE HOLDER AND OTHER NAMED PERSON (S) OR ORGANIZATIONS IF YOU HAVE AGREED IN WRITTEN CONTRACT TO INCLUDE THEM:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400(05/19) on the Umbrella.
Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.
Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.
Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

***(Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Stephens Insurance, LLC		Garver LLC 1745 N Brown Road, Suite 250 Lawrenceville GA 30043
POLICY NUMBER		
P-630-1G052988-PHX-26		
CARRIER	NAIC CODE	
Phoenix Insurance Company (A++XV)	25623	EFFECTIVE DATE: 7/1/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Milton
ADDRESS: 2006 Heritage Walk Milton GA 30004

Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-26 shown above with a limit of $500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

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EXHIBIT "C"

See Exhibit "A"

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

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:

136653
Federal Work Authorization User Identification Number

7/15/2008
Date of Authorization

Garver, LLC (AR)
Name of Contractor

Construction Phase Services: Providence Lake Dr Culvert Replacement
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 17, 2026 in North Little Rock (city), AR (state).

[signature]
Signature of Authorized Officer or Agent

John Cantabery, Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF August, 2026

[signature]
NOTARY PUBLIC

[NOTARY SEAL]

NANCY KAY FULMER
COMMISSION # 12397454
NOTARY PUBLIC
EXPIRES 3-16-2034
FAULKNER COUNTY, ARKANSAS

My Commission Expires:
3-16-2034

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 Garver, LLC (AR) 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:

136653
Federal Work Authorization User Identification Number

7/15/2008
Date of Authorization

Garver, LLC
Name of Contractor

Construction Phase Services: Providence Lake Drive Culvert Replacement
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 17, 2026 in North Little Rock (city), AR (state).

John Cartabery
Signature of Authorized Officer or Agent

John Cartabery, Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF August, 2026.

NOTARY PUBLIC

[NOTARY SEAL]

NANCY RAY FULMER NOTARY PUBLIC COMMISSION # 12397454 EXPIRES 3-16-2034 FAULKNER COUNTY, ARKANSAS

My Commission Expires:
3-16-2034

EXHIBIT "F"

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

Individual	Position
	_____, Project Manager

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	October 19, 2026
AGENDA ITEM TITLE:	Approval of Change Order #1 to the Traffic Signal Maintenance Agreement with GTG Traffic Signals, LLC.	
STATEMENT OF PURPOSE:	The purpose of this item is to extend the traffic signal maintenance agreement with GTG Traffic Signals, LLC by six months, through March 31, 2027.	
FINANCIAL IMPACT:	The term extension itself has no direct financial impact. Maintenance and repair services during the extended term will be paid under the agreement through a purchase order using Public Works operations and maintenance accounts for signal labor and equipment.	
RECOMMENDED ACTION:	Approve Change Order #1 to extend the agreement with GTG Traffic Signals, LLC through March 31, 2027.	

EXECUTIVE SUMMARY:

Following a competitive invitation to bid, the City awarded the traffic signal maintenance agreement to GTG Traffic Signals, LLC on September 20, 2021. The agreement began October 1, 2021, with a scheduled expiration of September 30, 2026. Change Order #1 would extend the agreement by six months, through March 31, 2027, to maintain continuity of signal maintenance and repair services while the City completes a new competitive procurement process.

PURPOSE/BACKGROUND:

Public Works relies on specialized contractor services to maintain and repair traffic signals, pedestrian signals, and other electrically powered or battery-operated traffic control devices. The agreement also supports equipment installation, upgrades, and emergency repairs as needed.

STAFF ANALYSIS:

The proposed six-month extension would allow GTG Traffic Signals, LLC to continue providing specialized maintenance and repair services while the City schedules and completes a new competitive procurement process. Maintaining contractor availability during this transition supports reliable signal operations and prompt response to equipment failures.

FINANCIAL IMPACT:

The term extension itself has no direct financial impact. Maintenance and repair services during the extended term will be paid under the agreement through a purchase order using Public Works operations and maintenance accounts for signal labor and equipment.

ALTERNATIVES CONSIDERED:

Option 1: Approve the change order to extend the agreement through March 31, 2027.
Option 2: Do not approve the change order, requiring the City to arrange alternative maintenance and repair coverage.

LEGAL AND REGULATORY CONSIDERATIONS:

Change Order #1 extends the agreement's term through March 31, 2027, and addresses continued services following the September 30, 2026 expiration. All other provisions of the original agreement remain in effect.

OPERATIONAL IMPACT:

The extension would maintain access to specialized signal maintenance, equipment support, and emergency repair services for an additional six months.

COMMUNITY/STAKEHOLDER IMPACT:

Continued maintenance and timely repairs support reliable traffic and pedestrian signal operations and safe travel throughout Milton.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1: Ensure Milton's Sustainability and Resiliency, Goal #5: Implement transportation infrastructure that meets current needs, accounts for future growth, and allows residents to travel through Milton in a calm, safe, and efficient manner.

STAFF RECOMMENDATION:

Approval of Change Order #1 to extend the traffic signal maintenance agreement with GTG Traffic Signals, LLC through March 31, 2027.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 12, 2026 Bernadette Harvill
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – September 24, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 14, 2026 14:13:35 EDT)

ATTACHMENTS:

Change Order #1

CHANGE ORDER #1 FOR TRAFFIC SIGNAL MAINTENANCE AGREEMENT

WHEREAS, the City of Milton, Georgia and GTG Traffic Signals, LLC, have entered into a Traffic Signal Maintenance Agreement (the "Agreement"), effective September 20, 2021, incorporated herein by reference; and

WHEREAS, the Parties desire to extend the Timing and Term of the Agreement, it being to the mutual benefit of all parties to do so;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. The following amendments will be deemed effective October 1, 2026:
    a. Section 3.B. of the Agreement is amended by extending the termination/expiration date to March 31, 2027, by replacing "The term of this Agreement shall commence on October 1, 2021 and expire on September 30, 2026" with "shall expire on March 31, 2027."
2. All other provisions of the Agreement not inconsistent with this Change Order #1 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Change Order to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CONTRACTOR: GTG TRAFFIC SIGNALS, LLC

By: Daniel Green

Print Name: Daniel Green

Its: Member/Manager

Date: 09/24/2026

Attest/Witness:

Maria Kalatzis

Print Name: Maria Kalatzis

Its: Controller

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

[CITY SEAL]

Date: _____

Attest:

_____
Tammy Lowit, City Clerk

Approved as to form:

Signed by:
Jennifer McCall
8433E81F7AF148A...

9/24/2026

City Attorney Date

AGENDA REPORT

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

CITY OF MILTON GEORGIA

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 1st – November 22nd annually and installation must be completed in five (5) business days. Holiday lighting and décor must be removed annually between January 4th - January 22nd 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.

X 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 legers, 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: William Frey

Title: [CIRCLE ONE]

President/Vice President (corporation)

Attest/Witness:

Signature: _____

Print Name: DOLORES BROWN

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
8433E81F7AF148A...

City Attorney Date

EXHIBIT “A”

CITY OF MILTON GEORGIA

City OF MILTON INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: **ITB 26-PW09**	**Project Name** **Holiday Lighting & Décor Services**
Due Date and Time: September 2, 2026 by 2:00 p.m. EST **Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*	**Number of Pages: 40**

ISSUING DEPARTMENT INFORMATION

Issue Date:
August 13, 2026

City of Milton **Facilities Division of Public Works Dept.** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: *www.miltonga.gov***

INSTRUCTIONS TO BIDDERS

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

BIDDERS MUST COMPLETE THE FOLLOWING

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

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

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CITY OF MILTON GEORGIA

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 .*

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	**Intentionally blank**	
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. Bests' 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.

Facility	Address
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	$
Annual Total for All Sites (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

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 **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*

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 attachement.*

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*

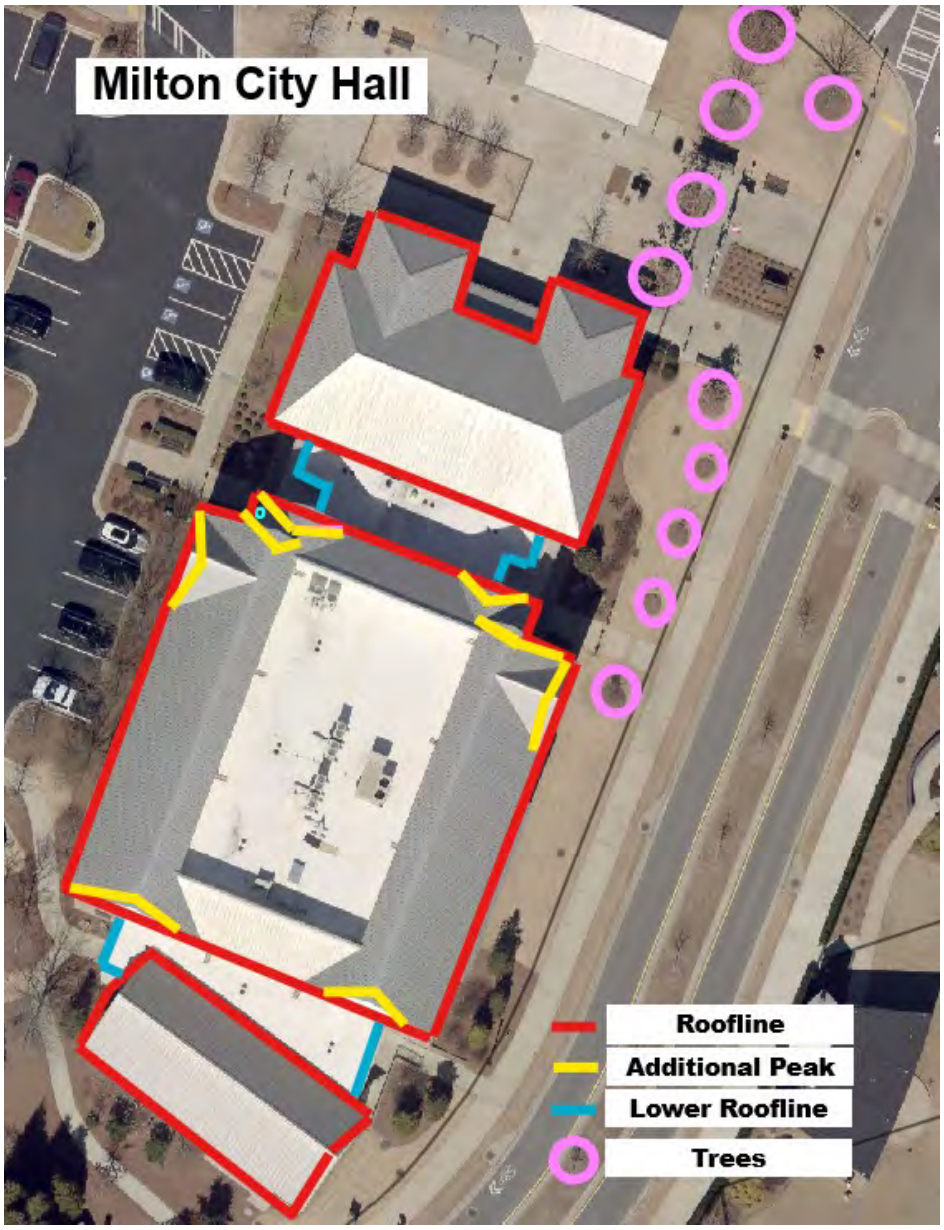
    (b) Please also confirm whether a specific UL/ETL wet-location rating is required for exterior use. ~ *All lights and equipment should be rated for exterior use.*

Fire Station 44





Milton City Hall






CITY HALL





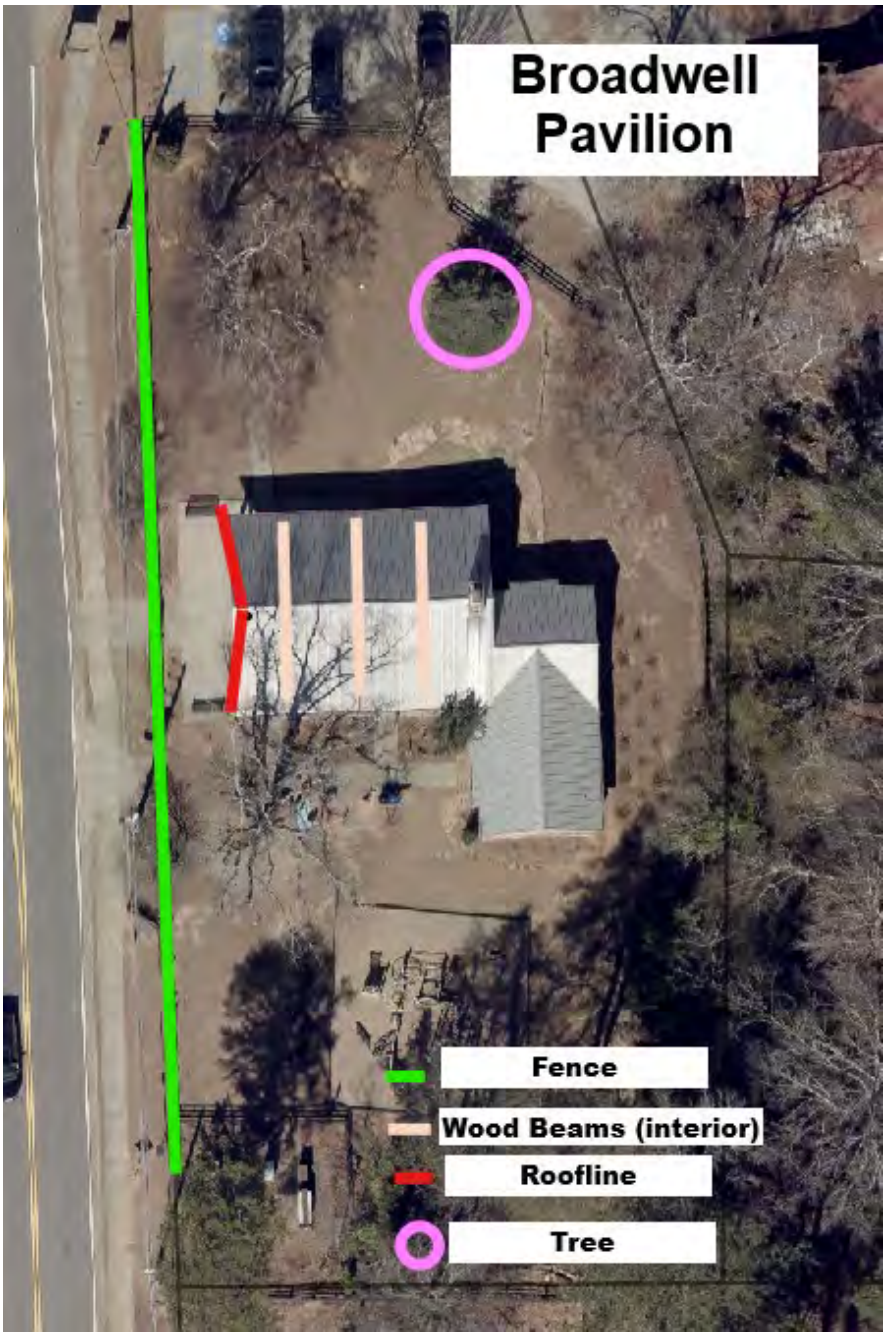








Broadwell Pavilion













Freedom Park



Webb Road – Welcome to Milton Sign



Liberty Grove – Welcome to Milton Sign



HOME OF "THE BEST QUALITY OF LIFE IN GEORGIA"
MILTON
ESTABLISHED 2006

PROFESSIONAL SERVICES AGREEMENT – SHORT FORM
HOLIDAY DÉCOR AND LIGHTING SERVICES

This Professional Services Agreement ("Agreement") is made and entered into this 16th 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 6th. 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: Gian Goetomo

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

CITY OF MILTON, GEORGIA

_____
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: Tammy L. Lowit
Title: City Clerk

Approved as to form:

Jennifer McCall 10/10/2023
8433E81E7AF148A...
City Attorney Date

EXHIBIT "A"

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

Pro Wash 88 LLC dba Magical Lights

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

[redacted]
emily.salerno@miltonga.gov

CONTACT US
[redacted]

[redacted]

ESTIMATE

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

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

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

ACORD

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
[redacted]

INSURED
Pro Wash 88 LLC
[redacted]

[redacted]

INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	[redacted]			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER General Aggregate							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A		X	[redacted]			E.L. 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

ACORD 25 (2016/03)

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EXHIBIT "C"

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

STATE OF GEORGIA
COUNTY OF FULTON

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

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

Signature of Exempt Private Employer — Date: 9/11/2023

Alex Goetomo
Printed Name of Exempt Private Employer

Subscribed and sworn before me on this the 11th day of September, 2023

Notary Public

My Commission Expires: 5/7/27

NOTARY SEAL: CHRISTIANE HERNDON NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 05-07-2027

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: [redacted]
State: [redacted] Exp Date: [redacted]

Verified by:

CC Procurement Office — Date: 9/18/23

EXHIBIT “B”

CITY OF MILTON GEORGIA

City OF MILTON INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: ITB 26-PW09	Project Name Holiday Lighting & Décor Services
Due Date and Time: September 2, 2026 by 2:00 p.m. EST **Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*	**Number of Pages: 40**

ISSUING DEPARTMENT INFORMATION

Issue Date:
August 13, 2026

City of Milton **Facilities Division of Public Works Dept.** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: *www.miltonga.gov***

INSTRUCTIONS TO BIDDERS

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

BIDDERS MUST COMPLETE THE FOLLOWING

Bidder Name/Address: Illuminating Design 6733 Jones Mill Ct suite E Peachtree Corners GA 30092	Authorized Bidder Signatory: William Frei (Please print name and sign in ink)
Bidder Phone Number: 404 454 8944	Bidder FAX Number:
Bidder Federal I.D. Number: 20 1633046	Bidder E-mail Address: Bill@IDATLANTA.com

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

CITY OF MILTON GEORGIA

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

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

COMPANY NAME: Illuminating Design

CONTACT PERSON: William Frey

ADDRESS: 6733 Jones Mill Ct Suite E

CITY: Peachtree Corners **STATE:** GA **ZIP:** 30092

PHONE: 404 454 8944 **FAX:** —

EMAIL ADDRESS: Bill@idatlanta.com

Signature — Date: 6/20/26

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*

CITY OF MILTON GEORGIA

[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.

CITY OF MILTON GEORGIA

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

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

Authorized Signature _____ Date 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

_____ (Seal)
(Signature)

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
1	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: _____

Print Name: WILLIAM FREY

Title: PRESIDENT

CITY OF MILTON GEORGIA

[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.

CITY OF MILTON GEORGIA

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

Printed Name and Title of Authorized Officer or Agent

WILLIAM FREY, PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY OF August, 2026

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
12/14/28

SUSAN OGLE
NOTARY PUBLIC
Harris County
State of Georgia
My Comm. Expires December 14, 2028

CITY OF MILTON GEORGIA

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.

Facility	Address
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

CITY OF MILTON GEORGIA

[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 00
2	Fire Station #44	$ 2325 00
3	Broadwell Pavilion	$ 5013 42
4	Freedom Park	$ 3920 00
5	Webb Road - Welcome Sign	$ 205 00
6	Liberty Grove – Welcome Sign	$ 205 00
Annual Total for All Sites (Total cost from rows 1-6)		$ 21 998 42

Print Total Bid Price (Annual Total for All Sites): $ 21998 42

Print Total Bid Price in Words:
Twenty one Thousand Nine hundred Ninty 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

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 Illumininting 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 Obligee, hereinafter called the Obligee, 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 Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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

Illumininting Design, Inc.
Principal (Seal)

By: _____
Name/Title

Sandra Lawrence
Witness
Sanrda Lawrence

Old Republic Surety Company
Surety (Seal)

By: Carolyn Smith
Carolyn Smith
Attorney-in-Fact

ORSC 21328 (5/97)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

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.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

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.

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.

Assistant Secretary

ORSC 22262 (3-06)

POINTENORTH INS GROUP LLC

CERTIFICATE OF LIABILITY INSURANCE

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 PointeNorth (Atlanta) PO Box 2976 Gainesville GA 30503	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 770-535-6100 **FAX (A/C, No):** 770-297-4883 **E-MAIL ADDRESS:** certificates@nortoninsurance.com
INSURED ILLUDES-01 Illuminating Design, Inc 6733 Jones Mill Ct Suite E Peachtree Corners GA 30092	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Southern Trust Insurance Company — 12610 **INSURER B :** BusinessFirst Insurance Company — 11697 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

CERTIFICATE HOLDER

City of Milton, Georgia
2006 Heritage Walk
Milton 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
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 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 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 180th 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 apples 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:

2653684
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 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 2nd DAY OF October, 2026

NOTARY PUBLIC

[NOTARY SEAL]

SUSAN OGLE
NOTARY PUBLIC
Harris County
State of Georgia
My Comm. Expires December 14, 2028

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 it 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
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Honor Motes
2006 Heritage Walk
Milton, GA 30004
honor.motes@miltonga.gov
IP Address: 50.146.8.2

Record Tracking

Status: Original
10/5/2026 4:56:48 PM
Security Appliance Status: Connected

Holder: Honor Motes
honor.motes@miltonga.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Jennifer McCall jmccall@jarrard-davis.com Security Level: Email, Account Authentication (None)	Signed by: Jennifer McCall 8433E81F7AF148A... Signature Adoption: Pre-selected Style Using IP Address: 99.96.200.2	Sent: 10/5/2026 4:57:24 PM Viewed: 10/6/2026 9:43:59 AM Signed: 10/6/2026 9:46:47 AM

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

To advise City of Milton of your new email address

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

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

To request paper copies from City of Milton

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

To withdraw your consent with City of Milton

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sudie.gordon@cityofmiltonga.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	October 19, 2026
AGENDA ITEM TITLE:	Approval of a Task Order # 1 with Moffatt & Nichol, Inc. for Final Engineering Design of the Mid Broadwell Road Realignment Phase 1 in the District at Mayfield.	
STATEMENT OF PURPOSE:	The purpose of this item is to obtain City Council approval of Task Order #1 with Moffatt & Nichol, Inc. to complete final engineering design and prepare construction documents for Phase 1 of the Mid Broadwell Road Realignment in the District at Mayfield.	
FINANCIAL IMPACT:	The $80,727.00 design task order will be funded through the new TSPLOST operations and safety project TS2-2710.	
RECOMMENDED ACTION:	Approve the Task Order # 1 with Moffatt & Nichol, Inc. for Mid Broadwell Road Realignment Project for the District at Mayfield.	

EXECUTIVE SUMMARY:

Task Order #1 with Moffatt & Nichol, Inc. would provide final engineering design services for Phase 1 of the Mid Broadwell Road Realignment in the District at Mayfield. The $80,727 task order includes surveying, roadway and stormwater design, utility coordination, landscaping, and permitting, along with preparation of final construction plans, an estimate of anticipated City costs, documents supporting potential right-of-way abandonment and dedication, and a complete bid package.

The design would advance the roadway concept presented to Mayor and Council and establish the details needed to coordinate right-of-way needs and potential development with the affected property owner. The proposed realignment is intended to maintain access while creating a smaller-scale, lower-speed street that improves pedestrian connectivity and supports the District's planned character.

During the concept presentation, Council expressed support for advancing the roadway design while requesting a more detailed overall development plan and greater certainty regarding greenspace and community benefits before construction begins or the existing roadway is closed. Staff would work with the property owner/developer on a proposed development agreement addressing these details, potential land swaps, and contractual protections concurrently with final engineering design.

PURPOSE/BACKGROUND:

City Council adopted the District at Mayfield plan on June 19, 2023. The plan encompasses more than 20 parcels across approximately 19 acres and was developed through public meetings involving property owners, a steering committee, the City's consultant TSW, staff, and the general public. It contemplated a connected roadway and block structure to support future development within the District.

Phase 1 would realign the existing Mid Broadwell Road connection to Mayfield Road. It does not inclu connection to Broadwell Road, which could be evaluated separately as future development opportunities arise. This task order would advance Phase 1 to final engineering design (100% design plans).

The final design and cost information would support concurrent negotiations with the property owner/developer on a proposed development agreement addressing the roadway right-of-way exchange, potential additional land swaps for public park space, coordination of public and private improvements, and overall public benefit. Consistent with Council's discussion, this work would establish a more detailed overall development plan and contractual protections before roadway construction or closure.

Any future development proposal would remain subject to the applicable review and approval process. Construction administration services may be considered under a separate future authorization.

STAFF ANALYSIS:

RFP 25-PW01 was issued on January 30, 2025, and the City received three proposals. On April 14, 2025, Moffatt & Nichol, Inc. was awarded the contract to prepare conceptual design plans (30% design) for the Mid Broadwell Road Realignment. The Phase 1 roadway concept was subsequently presented to Mayor and Council for feedback.

Approval of this task order would allow the consultant that prepared the concept to complete final engineering design and construction documents. This work would refine the alignment, identify right-of-way and utility needs, establish streetscape and pedestrian features, and provide the plans, cost estimate, and bid package needed for subsequent construction procurement.

Staff would coordinate the roadway design with the affected property owner/developer, including access, grading, drainage, pedestrian connections, and streetscape character. The design would also establish the roadway footprint and anticipated costs needed to evaluate proposed land exchanges and inform development agreement negotiations.

Staff would bring the proposed development agreement and associated land transactions to Council for consideration before roadway construction begins or the existing roadway is closed.

FINANCIAL IMPACT:

The $80,727.00 design task order will be funded through the new TSPLOST operations and safety project TS2-2710.

ALTERNATIVES CONSIDERED:

Option 1: Approve the task order and proceed with final engineering design and preparation of construction documents.
Option 2: Defer or decline approval, delaying final design, identification of right-of-way needs, and preparation for subsequent construction procurement.

LEGAL AND REGULATORY CONSIDERATIONS:

The project will follow applicable GDOT specifications and special provisions and address applicable permitting requirements. Potential right-of-way abandonment, dedication, land exchanges, and a development agreement would be addressed through the appropriate review and approval processes as the project advances.

OPERATIONAL IMPACT:

The proposed realignment would replace the existing sharply skewed, right-in/right-out connection at Mayfield Road with a new intersection farther from the Crabapple traffic signal. The new location could allow left turns into and out of Mid Broadwell Road, subject to final engineering evaluation.

The concept includes a stop-controlled intersection with the remaining portion of Mid Broadwell Road and consideration of raised crosswalks, pavement treatments, and streetscape features intended to encourage lower speeds and improve pedestrian safety. The objective is to maintain access while making the roadway less attractive as a higher-speed cut-through and more compatible with the District at Mayfield.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed improvements are intended to improve vehicular and pedestrian safety and establish a walkable street character within the District at Mayfield. Pedestrian connections and the proposed conversion of the former roadway segment into a pedestrian feature could improve access within the District and support future development.

Concurrent development agreement negotiations would further define potential public park space and other community benefits, including their relationship to the proposed roadway improvements and private development.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1, Goal #5: Implement transportation infrastructure that meets current needs, accounts for future growth, and allows residents to travel through Milton in a calm, safe, and efficient manner and Strategic Priority #2, Goal #2: Enhance the city's commercial nodes and character areas while maintaining the rural charm that makes Milton special.

STAFF RECOMMENDATION:

Approve Task Order #1 with Moffatt & Nichol, Inc. for final engineering design of Phase 1 of the Mid Broadwell Road Realignment in the District at Mayfield.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 12, 2026 Bernadette Harvill
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – October 7, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 14, 2026 14:12:16 EDT)

ATTACHMENTS:

Task Order #1

TASK ORDER #1 TO PROVIDE ENGINEERING DESIGN SERVICES FOR FINAL DESIGN PLANS FOR PHASE 1 OF THE MID BROADWELL ROAD REALIGNMENT PROJECT FOR THE DISTRICT AT MAYFIELD

THIS TASK ORDER between the parties is entered into pursuant to that certain Professional Services Agreement (RFP #25-PW01) dated April 14, 2025 ("Agreement"), incorporated herein by reference, and shall serve as authorization by **CITY OF MILTON, GEORGIA** ("City") to **MOFFATT & NICHOL, INC.** ("Consultant") to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the Agreement.

WHEREAS, the terms herein shall be incorporated into the Agreement by the references herein; 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:

Description of Services:
The Engineering design services will consist of the final design plans for Phase 1 of the Mid Broadwell Road Realignment Project for the District at Mayfield. This effort is a continuation of RFP 25-PW01, Mayfield District Infrastructure Design Services, in particular "future" Tasks as set forth in Section I(D) of the Agreement. The Consultant will provide all labor, materials, and equipment necessary to assist the City in completing the tasks. A more complete description of services is found in **Exhibit "A"** attached hereto.

Timing:
This Task Order #1 will be completed within four (4) months from the Notice to Proceed issued by the City.

Compensation:
This Task Order #1 shall not exceed EIGHTY THOUSAND, SEVEN HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS ($80,727.00) based upon the lump sum prices listed in **Exhibit "A"** attached hereto.

Attachments:
Exhibit "A" Contractor's Proposal letter dated September 23, 2026.

[See following page for signatures]

CITY: CITY OF MILTON, GEORGIA

By: _____

Title: Mayor

Name: Peyton Jamison

Date: _____

CONSULTANT: MOFFATT & NICHOL, INC.

By: _____

Title: Vice President

Name: Ronald W Osterloh

Date: 10/7/26

[CITY SEAL]

Approved as to form:

Signed by:
Jennifer McCall 10/7/2026
8433E81F7AF148A...

City Attorney Date

EXHIBIT "A"

moffatt & nichol

September 23, 2026

Mrs. Sara Leaders, PE
Community Development & Public Works Director
City of Milton
2006 Heritage Walk
Milton, GA 30004

re: Professional Svs. for Mid Broadwell Road Realignment Project for the District at Mayfield

Dear Mrs. Leaders:

Moffatt & Nichol (M&N) is pleased to submit this proposal to the City of Milton to provide Engineering Services for Phase 1 of the Mid Broadwell Road Realignment Project for the District at Mayfield.

1. BACKGROUND AND OVERVIEW

Moffat & Nichol completed the conceptual design 8/18/2026 and we understand the City has approved it and wishes to move into final design.

2. PROFESSIONAL SERVICES

We anticipate that the design to be completed within 4 months of Notice to Proceed (NTP). Our effort will include subconsultants Professional Land Surveyors (PLS) and Lose Design, LLC. A detailed hourly breakdown of tasks is included, but generally includes:

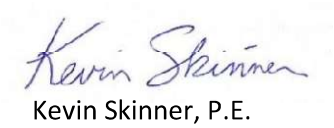
A. **Topographic survey enhancements (subconsultant)**
B. **Project Management & Meetings (Internal, City and Developer)**
C. **Roadway and stormwater design**
D. **Utility coordination**
E. **Landscaping/streetscaping (subconsultant)**
F. Cost estimate
G. Quality Control
H. Geaorgia Soil & Water Conservation Commission (GSWCC) submittal and approval

3. COMPENSATION FOR PROFESSIONAL SERVICES

Final Design	**$80,727.00**

Kindest Regards,

MOFFATT & NICHOL



Kevin Skinner, P.E.
Project Manager

Encl: 1) Fee Estimate

City of Milton - Public Works Department
Scope of Services, Fee Schedule, and Project Engineering Cost Estimate
Project No:25-PW01
Date: 9/23/26
Description: Mayfield District Infrastructure Design Services
Fee Type: Lump Sum

Mayfield District Infrastructure Design Services - Final Design

moffatt & nichol

Item No.	Item Description	Total Cost	Total Subs	Labor cost	Total Hours	Moffatt & Nichol										Subconsultants			
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Traffic Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey (Professional Land Surveyors)	Landscape sub	Environmental sub	Contractor Cost Estimate
						$ 200.00	$ 182.00	$ 151.00	$ 139.00	$ 101.00	$ 139.00	$ 120.00	$ 215.00	$ 114.00	$ 75.00				
	TOTAL	**$80,727**	$18,600	$62,127	437	$ 1,600	$ 7,644	$ 8,758	$ 26,132	$ 12,524	$ -	$ -	$ 1,290	$ 4,104	$ 75	$ 5,100	$ -	$ -	$ -
1	Task 1: Additional data collection/merge	$7,888	$5,100	$2,788	0	$ -	$ 364	$ -	$ -	$ 2,424	$ -	$ -	$ -	$ -	$ -	$ 5,100	$ -	$ -	$ -
2	Task 2: Final Design	$72,839	$13,500	$59,339	437	$ 1,600	$ 7,280	$ 8,758	$ 26,132	$ 10,100	$ -	$ -	$ 1,290	$ 4,104	$ 75	$ -	$ -	$ -	$ -
1	Task 1: Additional data collection/merge	Assumptions	$5,100	$0	0	0	2	0	0	24	0	0	0	0	0	$ 5,100.00	$ -	$ -	$ -
	Field work for missing areas (sub)		$ 5,100.00	$0	0											$ 5,100.00			
	Office work to merge survey (sub)		$ -	$0	0														
	Prime incorporation, conversion to Microstation		$ -	$2,788	26		2			24									
2	Task 2: Final Design	Assumptions	$13,500	$59,339	437	8	40	58	188	100	0	0	6	36	1	$ -		$ -	$ -
	Discipline Management - Coordination Meetings	1 meeting	$ -	$639	4	1	2								1				
	Plan, profile, layout		$ -	$3,836	28			8	16	4									
	Drainage layout		$ -	$2,592	18		2						4	12					
	Drainage profiles		$ -	$3,166	26								2	24					
	Typical sections		$ -	$1,364	12				4	8									
	Construction Plans		$ -	$6,120	54		2	4	8	40									
	Cross Sections		$ -	$6,220	50		2	8	16	24									
	Utility Plans		$ -	$1,666	14			2	4	8									
	Signing and Marking Plans		$ -	$1,728	14		2		4	8									
	Landscaping/Streetscaping		$ 13,500.00	$1,840	12		4		8								$ 13,500.00		
	Quantity Summary		$ -	$1,666	14			2	4	8									
	Cost Estimate		$ -	$858	6			2	4										
	Erosion Control Plans		$ -	$9,144	63	1	2	20	40										
	Developer coordination		$ -	$12,052	80	4	16		60										
	GSWCC submittal, address comments, resubmit		$ -	$2,320	16			8	8										
	QC- Submit to the City- address the City's comments		$ -	$4,128	26	2	8	4	12										

Qualifications:
Final Design is based on the 8/18/26 concept plan (emailed 8/19)

AGENDA REPORT

MEETING DATE:	September 21, 2026	Regular
DEPARTMENT:	Parks and Recreation	Tom McKlveen
SECTION OF AGENDA:	Consent Agenda	October 19, 2026
AGENDA ITEM TITLE:	Approval and Ratification of a Services Agreement between the City of Milton and Southeast Elite Entertainment LLC to Provide Event Production Services and Equipment for Crabapple Fest 2026.	
STATEMENT OF PURPOSE:	The agreement permitted Southeast Elite Entertainment LLC to provide the stage, sound engineering, band selection, and on-site services for Crabapple Fest 2026.	
FINANCIAL IMPACT:	The cost for the services total to $7,520.00. The cost of these services will be fully offset by sponsorship revenue secured specifically to support the Crabapple Fest stage and entertainment area, resulting in no net cost to the City for these services.	
RECOMMENDED ACTION:	Staff recommends approval and ratification of the agreement with Southeast Elite Entertainment LLC to provide event production services and equipment for Crabapple Fest 2026.	

EXECUTIVE SUMMARY:

Staff requests approval and ratification of an agreement with Southeast Elite Entertainment LLC (SEE) for professional stage, audio/visual, and production services provided during the 2026 Crabapple Fest, held October 3, 2026. The agreement was executed by the City Manager prior to the event, with City Council ratification scheduled for October 19, 2026.

The total cost of the agreement was $7,250. These costs were fully offset by sponsorship revenue secured specifically to support the Crabapple Fest stage and entertainment area, resulting in no net cost to the City for these services.

PURPOSE/BACKGROUND:

New for 2026, the City added a dedicated stage and expanded live music component to the festival. The stage is intended to create a central gathering point within the festival and provide a visual centerpiece and backdrop for the event. By placing a greater emphasis on live music throughout the day, staff aims to enhance the overall festival atmosphere, encourage attendees to spend more time at the event, and add another experience beyond shopping and dining.

Southeast Elite Entertainment will provide comprehensive concert and event production services, including professional staging, concert-grade sound reinforcement/PA systems, lighting, power distribution, backline coordination, a 25kW generator and necessary cabling, and experienced production personnel. SEE will also assist with identifying, coordinating, and booking three bands for the event within the City's separate $5,000 entertainment budget. The City will contract with and pay the bands directly; band expenses are separate from the

$7,250 stage and audio/visual services agreement with SEE.

STAFF ANALYSIS:

Utilizing a professional production contractor provides the equipment and technical expertise necessary to safely and effectively support live entertainment throughout Crabapple Fest. SEE's scope also consolidates several stage-related responsibilities under one contractor, including equipment, power, technical production, stage management, and performer coordination. SEE will serve as the primary liaison with the performing bands leading up to the event, reducing the amount of technical and production coordination required of City staff.

FINANCIAL IMPACT:

The total cost of the agreement with Southeast Elite Entertainment LLC is $7,250.00. The City has secured a Crabapple Fest sponsor whose sponsorship will cover the full cost of the stage and audio/visual production services. Therefore, the $7,250 expenditure will be fully offset by sponsorship revenue, resulting in no net financial impact to the City for these services.

ALTERNATIVES CONSIDERED:

Staff considered continuing the previous festival model, which utilized the front patio of a local business for live music. If the agreement is not approved, staff would return to this model, which would not provide the dedicated stage presence or central gathering point envisioned for this year.

LEGAL AND REGULATORY CONSIDERATIONS:

The agreement has been reviewed by the City's legal team. The event and contracted services are rain or shine. If the event is cancelled due to weather, force majeure, unsafe site conditions, government restrictions, or other circumstances beyond the contractor's control, the agreement requires payment of 100% if cancelled within 72 hours of the event, 75% if cancelled more than 72 hours but within 14 days, or 50% if cancelled more than 14 days prior to the event.

The contractor may also suspend, delay, or cancel production activities if weather or site conditions are determined to be unsafe.

OPERATIONAL IMPACT

SEE coordinates directly with City staff and participating performers before and during the event. The contractor oversees stage production, technical requirements, load-in/load-out, stage management, production personnel, and other entertainment logistics throughout the festival. This structure provides City staff with a single production contact and allows staff to focus on broader festival operations while SEE manages the technical and operational needs of the entertainment area.

COMMUNITY/STAKEHOLDER IMPACT:

The addition of a dedicated stage and expanded live music will provide a new experience for Crabapple Fest attendees and create a central gathering point within the festival. Sponsorship support allows the City to add this element to the festival without a net cost to the City for the contracted production services.

STRATEGIC ALIGNMENT:

The agreement supports the City's efforts to provide high-quality community events, strengthen community partnerships through sponsorship opportunities, and enhance the overall attendee experience at Crabapple Fest.

STAFF RECOMMENDATION:

Staff recommends approval and ratification of the agreement with Southeast Elite Entertainment LLC in the amount of $7,250 for event production services and equipment for the 2026 Crabapple Fest.

REVIEWS & APPROVALS:

Bernadette Harvill

Financial Review: Bernadette Harvill, Deputy City Manager – September 14, 2026
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – September 4, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Services Agreement with Southeast Elite Entertainment, LLC.

SERVICES AGREEMENT

Event Production Services and Equipment – Crabapple Fest 2026

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA,** a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter referred to as the "City"), and **SOUTHEAST ELITE ENTERTAINMENT, LLC**, a Georgia limited liability company, having its principal place of business at 1322 Winding River Trl, Woodstock, GA 30188 (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, the City desires to retain a contractor to provide certain rental services for the completion of a Project (defined below); and

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

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

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

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

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

Section 2. The Work: A general description of the Project is as follows: provide the stage, sound engineering, band selection, and on-site related services for Crabapple Fest 2026 in Milton, Georgia 30004 (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **"Exhibit A"**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the

Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor sh... Work in strict accordance with the Contract Documents.

Section 3. Contract Term; Termination: Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written "Notice to Proceed" issued by the City and shall fully complete the Work and dismantle all equipment by 9:00 pm on October 3, 2026. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the City for Contractor's breach of this Agreement, the City shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 4. Cancellation Policy: In the event of cancellation due to weather, force majeure, unsafe site conditions, government restrictions, or any circumstances beyond the control of Contractor, the following cancellation terms shall apply to compensate for reserved equipment, labor scheduling, logistics, preparation time, and loss of booking ability:

1) Cancellation within 72 hours prior to the event:
   - 100% of the total contracted balance shall be due and payable.

2) Cancellation more than 72 hours but within 14 days of the event:
   - 75% of the total contracted balance shall be due and payable.

3) Cancellation more than 14 days prior to the event:
   - 50% of the total contracted balance shall be due and payable.

Section 5. Work Changes: Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 6. Compensation and Method of Payment: The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **SEVEN THOUSAND, TWO HUNDRED, FIFTY AND 00/100 DOLLARS ($7,250.00)** ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a flat fee, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the City.

City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the City's certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the City's receipt and approval of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoice shall be submitted upon completion of the Work, and such invoice shall reflect costs incurred versus costs budgeted.

Section 7. Covenants of Contractor:

A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Contractor and the City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or

procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any [illegible] application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Contractor and the City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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

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

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

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

Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or ar or omissions that occurred during the performance of this Agreement.

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

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

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

(1) the Contractor shall provide evidence on City-provided forms, attached hereto as **"Exhibits "C" and "D"** (affidavits to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

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

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

____ 500 or more employees.
____ 100 or more employees.
✓ Fewer than 100 employees.

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

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

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

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

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials in the form prescribed by the City. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

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

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

Section 8. Final Project Documents; Warranty: Prior to final payment, Contractor shall deliver to City copies of any as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the operation of the Work that is not otherwise in the possession of the City. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the City.

Section 9. Miscellaneous:

A. Complete Agreement; Counterparts; Third Party Rights. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same

instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third [illegible] remedy, claim, liability, reimbursement, cause of action or other right.

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

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:
SOUTHEAST ELITE ENTERTAINMENT, LLC

By: David McPherson

Its:
Member/Manager (Limited Liability Company)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

By: Dimples Geline H. Enriquez

Its: Executive Assistant ((Assistant) Corporate Secretary if corporation)

CITY OF MILTON, GEORGIA

Signature: 10/01/2026
Steven Krokoff, City Manager

RATIFIED BY COUNCIL

Signature: _____
Peyton Jamison, Mayor

Attest: _____

By: _____ Its: City Clerk

[CITY SEAL]

Approved as to form:
Signed by:
Jeff M Strickland 9/29/2026
21FB1A1FFF2A40C...
City Attorney Date

“EXHIBIT A”

Southeast Elite Entertainment, LLC
1322 Winding River Trail
Woodstock, GA 30188 US
+16786565092
booking@southeasteliteentertainment.com
https://www.southeasteliteentertainment.com
/booknow

INVOICE

BILL TO
Emily Salerno

INVOICE # 18517
DATE 05/20/2026
DUE DATE 05/20/2026
TERMS Due on receipt

	QTY	RATE	AMOUNT
Astra 20x16 Mobile Stage (Discounted)	1	2,000.00	2,000.00
JBL PA System JBL PA System (10) JBL SRX 906 LA LINE ARRAY (5 PER SIDE) & (4) BBL SRX 928 SUBS (2X18) (Discounted)	1	2,000.00	2,000.00
25kw Generator	1	750.00	750.00
Production Manager	1	750.00	750.00
Sound Engineer A1 Sound Engineer	1	600.00	600.00
Sound Engineer A2 Sound Engineer	1	400.00	400.00
Stage Hand	1	300.00	300.00
Transport	1	250.00	250.00
Hospitality	1	200.00	200.00

Ways to pay

View and pay

SUBTOTAL	7,250.00
TAX	0.00
TOTAL	7,250.00
BALANCE DUE	**$7,250.00**

“EXHIBIT B”

"EXHIBIT C"

CONTRACTOR AFFIDAVIT AND AGREEMENT under O.C.G.A. § 13-10-91(b)(1)

STATE OF Georgia
COUNTY OF Cobb

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:

2032276
Federal Work Authorization User Identification Number

9/09/26
Date of Authorization

Southeast Elite Entertainment, LLC
Name of Contractor

Event Production Services and Equipment – Crabapple Fest 2026
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 September 29, 2026 in Roswell (city), GA (state).

Signature of Authorized Officer or Agent

David McPherson
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29th DAY OF September, 2026

NOTARY PUBLIC

My Commission Expires: 01/30/2027

V BURNS NOTARY PUBLIC Exp. Jan 30, 2027 COBB COUNTY, GA

"EXHIBIT D"

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

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-1091, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southeast Elite Entertainment, LLC on behalf of the City of Milton, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a subsubcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

_____
Federal Work Authorization User Identification Number

_____ Date of Authorization

_____
Name of Subcontractor

Event Production Services and Equipment – Crabapple Fest 2026
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC

My Commission Expires:

_____

AGENDA REPORT

MEETING DATE:	October 5, 2026	Regular
DEPARTMENT:	Parks and Recreation	Tom McKlveen, Parks & Recreation Director
SECTION OF AGENDA:	Consent Agenda	October 5, 2026
	N/A	
AGENDA ITEM TITLE:	Approval of a Parks Maintenance Services Agreement Between the City of Milton and Tri Scapes, LLC for Dedicated Staffing and Maintenance of City Parks, Athletic Facilities, Trails, and Greenspaces.	
STATEMENT OF PURPOSE:	To request approval of an agreement with Tri Scapes, LLC for comprehensive parks maintenance services following completion of the City's competitive Request for Proposals process.	
FINANCIAL IMPACT:	The agreement provides for an annual base price of $691,000 for parks maintenance services. Funding for the agreement is included in the Parks and Recreation operating budget. The base price includes the required seven-person staffing model, routine labor and supervision, vehicles, equipment, fuel, equipment maintenance, chemicals, fertilizer, pre-emergent treatments, weekend coverage, and other operating costs identified in the Scope of Work. Supplemental staffing, supplemental equipment, and approved pass-through materials will be billed separately when authorized by the City.	
RECOMMENDED ACTION:	Approve the Parks Maintenance Services Agreement with Tri Scapes, LLC.	

EXECUTIVE SUMMARY:

The City of Milton utilizes a third-party contractor to provide day-to-day maintenance of the City's parks, athletic facilities, trails, greenspaces, and related recreation properties. The current maintenance agreement is approaching the end of its term, requiring the City to competitively procure a new contract for these services.

Staff issued RFP 26-PR03 for Parks Maintenance Services. The solicitation was structured differently from the City's previous parks maintenance contracts. Rather than relying primarily on a traditional task-based scope of work, the new contract establishes a dedicated staffing and equipment model responsible for maintaining the park system to the standards identified by the City.

The City received four proposals through the RFP process. Proposals were evaluated based on technical approach, staffing, company qualifications and operational capacity, equipment, related experience and references, and cost. Following the initial evaluation, the highest-rated firm was invited to participate in interviews focused on staffing, equipment readiness, and passive park management. Following the evaluation and negotiation process, Tri Scapes, LLC was selected as the recommended vendor.

The final negotiated staffing model includes seven full-time dedicated employees, including supervisory, active park, passive park, and general park maintenance personnel. Weekend staffing and additional operational support are incorporated into the contractor's overall staffing responsibilities separately.

A primary benefit of the new contract structure is greater flexibility in how maintenance resources are deployed throughout the park system. Under a traditional task-based contract, individual services and frequencies are often prescribed in detail, which can limit the contractor's ability to redirect labor when conditions or priorities change. Under the proposed model, the City is securing a dedicated team responsible for meeting established maintenance standards across the entire park system.

This approach allows City staff and the contractor to adjust daily and weekly priorities based on athletic schedules, weather, seasonal maintenance needs, special events, trail and greenspace conditions, and other operational demands without requiring individual changes to the contract each time resources are shifted. It also creates greater accountability for staffing levels and gives the City clearer visibility into the personnel and equipment assigned to its parks.

The scope continues to establish specific service expectations for athletic fields, landscaped parks, trails, passive parks, restrooms, trash and porter services, turf maintenance, vegetation management, and other routine park maintenance activities. The difference is that the contractor will be responsible for deploying the dedicated seven-person team and included equipment in the most effective manner necessary to meet those standards.

The proposed agreement has an initial term of one (1) year and includes up to four (4) automatic one-year renewals, subject to the terms and conditions of the agreement.

PURPOSE/BACKGROUND:

The City has historically contracted with a private firm to provide parks maintenance services. The services include maintenance of active recreation facilities such as Bell Memorial Park and Legacy Park, as well as passive parks, preserves, trails, greenspaces, community facilities, and athletic fields located on City and partner properties.

As part of the new procurement, staff reevaluated the structure of the existing contract and determined that a dedicated staffing model would provide greater operational flexibility and accountability than a contract based primarily on individual maintenance tasks and service frequencies.

RFP 26-PR03 therefore established required staffing, equipment, service standards, response expectations, and maintenance responsibilities while allowing the contractor and City staff greater flexibility in determining how those resources are deployed.

Following receipt and evaluation of four proposals, Tri Scapes, LLC received the highest overall evaluation and was selected as the recommended contractor.

STAFF ANALYSIS:

Tri Scapes demonstrated significant municipal parks maintenance experience, familiarity with the City's park system, qualified supervisory personnel, appropriate equipment resources, and the ability to provide dedicated active and passive park maintenance crews.

Staff believes the dedicated staffing approach will provide several operational advantages compared with the City's previous task-based contract structure, including:

- Greater flexibility to shift priorities between athletic facilities, passive parks, trails, and other properties as conditions require.
- Improved ability to address emerging maintenance needs without requiring additional task-specific pricing.
- Greater accountability for the number of personnel assigned to the City.

- Better coordination between City staff and the contractor's Working Foreman.
- Greater ability to prioritize work based on weather, athletic schedules, seasonal demands, special events, and field conditions.
- More efficient use of labor and equipment across the park system rather than assigning resources solely according to predetermined maintenance cycles.

The agreement will also include staffing accountability provisions to ensure the contractor maintains the required personnel throughout the contract term.

FINANCIAL IMPACT:

The annual base contract amount is $691,000. The base contract includes the seven-person staffing model and the labor, supervision, vehicles, equipment, fuel, equipment maintenance, chemicals, fertilizer, pre-emergent treatments, weekend staffing, and other routine operating expenses required to perform the Scope of Work. Supplemental personnel, certain supplemental equipment, and approved pass-through materials may be authorized separately by the City when needed.

Funding is available within the FY27 Parks and Recreation operating budget. The agreement includes an initial one-year term with up to four automatic one-year renewals.

ALTERNATIVES CONSIDERED:

The City could reject the recommended agreement and pursue another procurement or alternative maintenance delivery model. Staff does not recommend this option because the competitive RFP process has been completed and Tri Scapes, LLC was determined to provide the most advantageous overall proposal following technical evaluation, interviews, and negotiations.

The City could also continue utilizing a traditional task-based maintenance model. Staff believes the dedicated staffing approach provides greater operational flexibility, accountability, and responsiveness to the changing needs of the park system.

LEGAL AND REGULATORY CONSIDERATIONS:

The agreement will be subject to final review and approval by the City Attorney and will incorporate the requirements of RFP 26-PR03, applicable addenda, negotiated terms, insurance requirements, and other standard City contractual provisions.

OPERATIONAL IMPACT

The agreement will provide the Parks and Recreation Department with a dedicated seven-person maintenance team responsible for routine maintenance of the City's parks, athletic facilities, trails, greenspaces, and related properties. The staffing-based model is expected to improve the Department's ability to coordinate maintenance priorities and respond to changing conditions throughout the year. City staff will continue to provide contract oversight, establish priorities, monitor performance, and coordinate directly with the contractor's supervisory personnel.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed agreement supports continued maintenance of the City's park system and recreation facilities used by residents, athletic associations, program participants, renters, and visitors. The dedicated staffing model is

intended to provide much improved and consistent maintenance while allowing resources to be dire the areas of greatest need throughout the year.

STRATEGIC ALIGNMENT:

Supports the City's commitment to maintaining high-quality parks, recreation facilities, trails, greenspaces, and public spaces while utilizing City resources efficiently and effectively.

STAFF RECOMMENDATION:

Staff recommends approval of the Parks Maintenance Services Agreement with Tri Scapes, LLC

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – September 29, 2026 Bernadette Harvill
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – September 14, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 13, 2026 07:46:28 EDT)

ATTACHMENTS:

Parks Maintenance Services Agreement

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Parks and Recreation	Tom McKlveen
SECTION OF AGENDA:	Consent Agenda	October 19, 2026
AGENDA ITEM TITLE:	Approval and Ratification of a Services Agreement between the City of Milton and United Rentals (North America) dba Reliable Onsite Services to provide temporary restroom trailers for Crabapple Fest 2026.	
STATEMENT OF PURPOSE:	The purpose of this agreement is to supplement existing public restroom facilities and ensure adequate restroom accommodations are available for attendees, vendors, volunteers, and staff during the 2026 Crabapple Fest.	
FINANCIAL IMPACT:	The total cost for the proposed services is $9,049.00. Funding for this expense is available within the FY27 Parks and Recreation City Events budget.	
RECOMMENDED ACTION:	Staff recommends approval and ratification of the agreement with United Rentals (North America) dba Reliable Onsite Services to provide temporary restroom trailer services for the 2026 Crabapple Fest.	

EXECUTIVE SUMMARY:

Staff requests approval and ratification of an agreement with United Rentals dba Reliable Onsite Services for temporary restroom trailer services provided during the 2026 Crabapple Fest, held October 3, 2026. The agreement was eligible for City Manager execution prior to the event, with City Council ratification scheduled for this October 19, 2026 Regular Meeting.

Services provided included one ten-station restroom trailer, one four-station restroom trailer, one ADA-accessible restroom trailer, fresh-water tanks, generators and fuel, an onsite attendant, and all associated delivery, setup, servicing, and removal costs.

The temporary restroom facilities supplemented existing public restroom amenities and provided convenient accommodations for attendees, vendors, volunteers, and staff throughout the festival footprint. These services supported the operational needs of Crabapple Fest, one of the City's largest annual community events, while helping provide a positive overall experience for festival attendees.

PURPOSE/BACKGROUND:

Crabapple Fest is one of the City's signature annual events, attracting thousands of attendees, vendors, performers, volunteers, and staff to the downtown Crabapple area each year. Due to the size, duration, and footprint of the festival, supplemental restroom facilities are necessary to adequately accommodate participants and visitors throughout the event. Existing public restroom facilities located at Community Place alone are insufficient to support the attendance levels associated with Crabapple Fest. Temporary restroom trailers have

historically been utilized to enhance accessibility, improve attendee comfort, and ensure restroom ar conveniently located throughout the festival footprint. This agreement established the services necessary to provide these supplemental facilities for the 2026 Crabapple Fest.

STAFF ANALYSIS:

Staff solicited quotes for temporary restroom trailer services to support the 2026 Crabapple Fest and selected United Rentals dba Reliable Onsite Services to provide the necessary facilities and related services.

The agreement includes one ten-station restroom trailer to serve one location within the festival footprint, as well as one four-station restroom trailer and one ADA-accessible restroom trailer containing two additional restroom stations to serve a second location. The agreement also includes fresh-water tanks, generators and fuel necessary to operate both restroom trailer locations, an onsite attendant for the duration of the event, and all associated delivery, setup, servicing, removal, and pickup costs.

The restroom trailers were intended to supplement the existing public restroom facilities located at Community Place and will be available to attendees, vendors, volunteers, and staff throughout the duration of the event, including vendor setup and breakdown activities. Providing temporary restroom facilities at multiple locations throughout the festival footprint improves accessibility, supports event operations, and helps ensure a positive experience for attendees and event participants.

FINANCIAL IMPACT:

The total cost for the proposed services is $9,049.00. Funding for this expense is available within the FY27 Parks and Recreation City Events budget allocated for Crabapple Fest operations.

ALTERNATIVES CONSIDERED:

Staff considered relying solely on existing permanent restroom facilities located within the event footprint; however, those facilities alone are insufficient to accommodate the attendance levels and operational demands associated with Crabapple Fest. Providing temporary restroom trailers at multiple locations throughout the festival footprint ensures adequate restroom capacity, improves accessibility, and supports a positive experience for attendees and event participants. As such, staff determined that supplemental restroom facilities were necessary to support the successful execution of the event.

LEGAL AND REGULATORY CONSIDERATIONS:

The agreement has been reviewed by the City's legal team and outlines the responsibilities of United Rentals dba Reliable Onsite Services related to the delivery, setup, operation, servicing, and removal of temporary restroom facilities for the 2026 Crabapple Fest. The agreement establishes the scope of services to be provided, including restroom trailers, fresh water supply, generators, onsite attendant services, and associated logistical support necessary to meet the operational needs of the event. Additionally, the agreement provided that if the City cancels the services with sufficient notice of 24 hours prior to the event, no cancellation fees or other financial obligations will be incurred by the City.

OPERATIONAL IMPACT

The provision of temporary restroom facilities supports staff in the successful execution of Crabapple Fest by ensuring adequate restroom capacity is available throughout the event footprint. The inclusion of delivery, setup, onsite attendant services, servicing, and removal minimizes operational demands on City staff while helping maintain clean, functional facilities for attendees, vendors, volunteers, and event personnel throughout the

duration of the event.

COMMUNITY/STAKEHOLDER IMPACT:

This agreement supports the needs of residents, visitors, vendors, volunteers, performers, and community partners participating in Crabapple Fest by providing adequate restroom accommodations throughout the event footprint. Supplemental restroom facilities help ensure the City can effectively accommodate the attendance levels associated with one of its largest annual community events.

STRATEGIC ALIGNMENT:

This agreement supports the City's commitment to delivering well-planned and effectively managed community events by providing the necessary amenities and infrastructure to accommodate attendance demands and support event operations.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with United Rentals dba Reliable Onsite Services, as the proposed services made it possible to provide the necessary restroom facilities and support services required for the successful operation of the 2026 Crabapple Fest.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – September 29, 2026 Bernadette Harvill
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – September 9, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff

ATTACHMENTS:

Services Agreement with United Rentals for Temporary Restroom Trailers.

CITY OF MILTON GEORGIA

SERVICES AGREEMENT

Rental: Restroom Trailers – Crabapple Fest 2026

This Services Agreement (the "Agreement") is made and entered into this ___ day of _____, 20____ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter referred to as the "City"), and **UNITED RENTALS (NORTH AMERICA), INC. dba RELIABLE ONSITE SERVICES**, a foreign corporation, having its principal place of business at 100 First Stamford Place, Ste 700, Stamford, CT 06902 (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, the City desires to retain a contractor to provide certain rental services for the completion of a Project (defined below); and

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

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

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

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

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

Section 2. **The Work:** A general description of the Project is as follows: provide rental services for standard and ADA compliant restroom trailers for Crabapple Fest 2026 in Milton, Georgia 30004 (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **"Exhibit A"**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the

Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 3. **Contract Term; Termination:** Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written "Notice to Proceed" issued by the City and shall fully complete the Work and dismantle all restroom stations by 9:00 pm on October 3, 2026. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the City for Contractor's breach of this Agreement, the City shall pay Contractor for Work performed to date in accordance with Section 5 herein.

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

Section 5. **Compensation and Method of Payment:** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **NINE THOUSAND, FORTY-NINE AND 00/100 DOLLARS ($9,049.00)** ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a flat fee, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the City.

City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the City's certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the City's receipt and approval of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoice shall be submitted upon completion of the Work, and such invoice shall reflect costs incurred versus costs budgeted.

Section 6. **Covenants of Contractor:**

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

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

with what is required to be produced under this Agreement and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

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

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

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

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

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

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

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

(1) the Contractor shall provide evidence on City-provided forms, attached hereto as **"Exhibits "C" and "D"** (affidavits to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

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

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

✓ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

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

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

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

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

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials in the form prescribed by the City. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

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

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

Section 7. RESERVED

Section 8. Miscellaneous:

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

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

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:
UNITED RENTALS (NORTH AMERICA), INC. dba RELIABLE ONSITE SERVICES

By: _____ Derrick Nelson, Branch Manager

Its: [CIRCLE ONE]
~~President/Vice President~~ (Corporation)
Branch Manager per attached power of attorney

[CORPORATE SEAL]
(required if corporation)

United Rentals (North America), Inc. ("URNA") is a Delaware corporation. Under Delaware law, 8 Del. C. §122 (3), a corporation shall have the power to have a corporate seal, but is not required to do so. While URNA has a corporate seal, we are unable to affix it to your document at this time.

Attest/Witness:

Daniel Eddings

By: _____

Its: Territory Manager
((Assistant) Corporate Secretary if corporation)

City of Milton, Georgia

Signature: _____ 10/02/2026
Steven Krokoff, City Manager

CITY OF MILTON, GEORGIA
Ratified by:
Signature: _____
Peyton Jamison, Mayor

Attest: _____

By: _____
Its: City Clerk

[CITY SEAL]

Approved as to form:
Signed by:
Jennifer McCall 9/24/2026
City Attorney Date

"EXHIBIT A"

United Rentals
DBA Reliable Onsite Services
BRANCH D74
1111 SHALLOWFORD RD
MARIETTA GA 30066-1003
404-282-8575

RENTAL QUOT

262540337

Customer #	: 1420447
Quote Date	: 05/18/26
Estimated Out	: 10/02/26 05:00 PM
Estimated In	: 10/03/26 05:00 PM
UR Job Loc	: 2845 BETHANY BND, MI
UR Job #	: 8
Customer Job ID:	
P.O. #	: TBD
Ordered By	: EMILY SALERNO
Written By	: DANIEL EDDINGS
Salesperson	: DANIEL EDDINGS

Job Site

CAMBRIDGE HIGH SCHOOL
2845 BETHANY BND
MILTON GA 30004-3411

Office: 678-242-2570

CITY OF MILTON
13000 DEERFIELD PKWY STE 107F
MILTON GA 30004-5026

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	6002010	EVNT RESTROOM TRLR- 10 STATION		2,500.00	2,500.00	9,000.00	2,500.00
1	6002004	EVNT RESTROOM TRLR- 4 STATION		1,600.00	1,600.00	5,500.00	1,600.00
1	6002152	ADA RESTROOM TRLR- 2 STATION		2,000.00	2,000.00	7,500.00	2,000.00
3	075/2075	SERVICE - FRESH WATER 1X WEEKLY **COST TO FILL (3) ON-BAORD WATER TANKS FOR RESTROOM TRAILERS		275.00	275.00	275.00	825.00
3	2403061	GENERATOR 6.5-6.9 KW		108.00	349.00	730.00	324.00
						Rental Subtotal:	7,249.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
10	ASSEMBLY/DISMANTLE LABOR **COST FOR ATTEDANT ON SITE	[AD LABOR/MCI]	100.000	EACH	1,000.00
1	DELIVERY CHARGE		400.000	EACH	400.00
1	PICKUP CHARGE		400.000	EACH	400.00
				Sales/Misc Subtotal:	1,800.00
				Agreement Subtotal:	9,049.00
				Estimated Total:	9,049.00

COMMENTS/NOTES:

ONSITE CONTACT: EMILY SALERNO
CELL#: 678-242-2533

STATEWIDE CONTRACT #99999-SPD-S20190913B-0001

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

"EXHIBIT B"

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 09/01/2026

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).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Fireman's Fund Indemnity Corp	11380
INSURER B:	ACE American Insurance Company	22667
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	ACE Fire Underwriters Insurance Co.	20702
INSURER E:	Zurich American Ins Co	16535
INSURER F:		

INSURED
United Rentals (North America), Inc.
United Rentals, Inc. & Subsidiaries
100 First Stamford Place, Suite 700
Stamford CT 06902 USA

COVERAGES **CERTIFICATE NUMBER:** 570122660244 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSLG48957894 SIR applies per policy terms & conditions	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 Excluded $3,000,000 $6,000,000 $6,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H11432001	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			USZ00099324	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WLRC72628974 AOS WLRC72628937 AZ CA	10/01/2025 10/01/2025	10/01/2026 10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000
B	Excess Workers Compensation			WCUC7262905A WA SIR applies per policy terms & conditions	10/01/2025	10/01/2026	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$2,000,000 $2,000,000 $2,000,000

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

ADDITIONAL INFORMATION ATTACHED.
RE: Restroom Trailers - Crabapple Fest 2026.

CERTIFICATE HOLDER

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

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

Aon Risk Services Northeast Inc.

Holder Identifier : A

Certificate No : 570122660244

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AGENCY CUSTOMER ID: 570000086099
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	United Rentals (North America), Inc.
POLICY NUMBER: See Certificate Number: 570122660244	
CARRIER: See Certificate Number: 570122660244 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
D		N/A		SCFC72629012 WI	10/01/2025	10/01/2026		
	OTHER							
E	Miscellaneous Liability Coverages			NSL113828203 TX Non-Subscriber SIR applies per policy terms & conditions	10/01/2025	10/01/2026	CSL/TOT/IND/ OCC	$5,000,000

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 570000086099

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	United Rentals (North America), Inc.
POLICY NUMBER	
See Certificate Number: 570122660244	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570122660244	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

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

CERTIFICATE CONTINUATION

DESCRIPTION OF OPERATIONS CONTINUED

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE EMPLOYERS LIABILITY POLICY FOR KENTUCKY, MISSOURI, NEW HAMPSHIRE, & NEW JERSEY. GENERAL LIABILITY AND AUTO LIABILITY EVIDENCED HEREIN IS PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED, BUT ONLY IN ACCORDANCE WITH THE POLICY'S PROVISIONS.

CONTRACTUAL LIABILITY, BROAD FORM PROPERTY DAMAGE COVERAGE, INDEPENDENT CONTRACTORS COVERAGE IS PROVIDED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY POLICY.

THERE IS NO SPECIFIC "XCU" EXCLUSIONS AND COVERAGE IN ACCORDANCE WITH POLICY'S GENERAL LIABILITY TERMS AND CONDITIONS.

ALL OTHER STATES (AOS) INCLUDES: ITEM 3 A . WORKERS' COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE: AK, AL, AR, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, UT, VA, VT, WV.

NOTICE OF CANCELLATION
SHOULD THE GENERAL LIABILITY, AUTO LIABILITY, AOS WORKERS COMPENSATION/EMPLOYERS LIABILITY, AND/OR ARIZONA, CALIFORNIA, MASSACHUSETTS WORKERS COMPENSATION/EMPLOYERS LIABILITY POLICY(IES)BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE POLICY PROVISIONS WILL GOVERN HOW NOTICE OF CANCELLATION MAY BE DELIVERED TO CERTIFICATE HOLDERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF EACH POLICY.

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"EXHIBIT C"

CONTRACTOR AFFIDAVIT AND AGREEMENT
under O.C.G.A. § 13-10-91(b)(1)

STATE OF Georgia
COUNTY OF Clayton

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:

234401
Federal Work Authorization User Identification Number

2/1/2021
Date of Authorization

United Rentals (North America), Inc. dba Reliable Onsite Services
Name of Contractor

Rental: Restroom Trailers – Crabapple Fest 2026
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 September 9, 2026 in Forest Park (city), GA (state).

Signature of Authorized Officer or Agent

Derrick Melvan
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 9th DAY OF
September, 2026.

Katherine Scott
NOTARY PUBLIC Katherine Scott

My Commission Expires:
January 23, 2030

KATHERINE SCOTT
My Commission Expires
NOTARY PUBLIC
January 23, 2030
HENRY COUNTY, GEORGIA

"EXHIBIT D"

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

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with United Rentals (North America), Inc. dba Reliable Onsite 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

Rental: Restroom Trailers – Crabapple Fest 2026
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 September 9, 2026 in Forest Park (city), GA (state).

_____
Signature of Authorized Officer or Agent

Derrick Nolan
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9th DAY OF September, 2026.

Katherine Scott
NOTARY PUBLIC Katherine Scott

My Commission Expires:

January 23, 2030

KATHERINE SCOTT
NOTARY PUBLIC
My Commission Expires
January 23, 2030
HENRY COUNTY, GEORGIA

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title **Branch Manager, Area General Manager or District Manager**, its true and lawful attorney-in-fact to:

1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any **state and local government solicitations** provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and

2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Corporation might or could do, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a **Branch Manager, Area General Manager or District Manager** of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 12th day of January 2026.

UNITED RENTALS (NORTH AMERICA), INC.

By: _____
Name: Joli L. Gross
Title: SVP, Chief Legal & Sustainability Officer, Corporate Secretary

STATE OF CT)
) ss.
COUNTY OF Fairfield)

On this 12th day of January, 2026, before me personally came Joli L. Gross, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that she is the SVP, Chief Legal & Sustainability Officer, and Corporate Secretary of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by her for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 12th day of January, 2026.

ALISON M WALSH NOTARY PUBLIC MY COMM. EXP. 08/31/2029 CONNECTICUT

_____
Notary Public

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	October 19, 2026
AGENDA ITEM TITLE:	Approval of a Construction Services Agreement with Pavement Technology, Inc. for Pavement Preservation Treatments at Various Locations.	
STATEMENT OF PURPOSE:	The purpose of this item is to approve an agreement for pavement preservation treatments on recently paved roads as part of the City's Pavement Management Program to slow deterioration and extend pavement service life.	
FINANCIAL IMPACT:	The agreement has a maximum contract price of $228,496.92 that is funded and budgeted through the Capital Pavement Management account.	
RECOMMENDED ACTION:	Approve the Construction Services Agreement with Pavement Technology, Inc.	

EXECUTIVE SUMMARY:

Following a competitive invitation to bid, staff recommends awarding the Asphalt Pavement Preservation and Rejuvenation Project to Pavement Technology, Inc. The agreement would provide preservation treatments on recently paved roads to protect the City's paving investment and extend pavement service life.

PURPOSE/BACKGROUND:

The City's Pavement Management Program includes both resurfacing deteriorated roads and preserving roads that remain in good condition. Applying preservation treatments to recently paved roads helps slow deterioration and extend the useful life of the asphalt before more extensive rehabilitation is needed.

STAFF ANALYSIS:

Asphalt rejuvenation treatments are intended to reduce the effects of aging and oxidation on the pavement's asphalt binder. Applying these treatments early in the pavement's life supports the City's preventive maintenance approach and helps protect a substantial public infrastructure investment.

The City advertised an invitation to bid that specified the treatment used in prior City applications and allowed equivalent products to encourage competition. Although other viable products are available, Pavement Technology, Inc., which has received prior contract awards, was the only bidder for this solicitation. The City also received one bid in each of its four previous solicitations for this treatment.

The agreement provides for application of Reclamite, an asphalt rejuvenation treatment, at the locations identified in the contract documents. The streets planned for treatment are identified in the attached project location list. Awarding the agreement to Pavement Technology, Inc. continues the planned preservation treatments under the City's Pavement Management Program.

FINANCIAL IMPACT:
The agreement has a maximum contract price of $228,496.92 that is funded and budgeted through the Capital Pavement Management account.

ALTERNATIVES CONSIDERED:
Option 1: Approve the agreement and proceed with the planned pavement preservation treatments.
Option 2: Do not approve the agreement, deferring the planned treatments and their anticipated preservation benefits to a later date.

LEGAL AND REGULATORY CONSIDERATIONS:
The project was procured through an advertised invitation to bid. The Construction Services Agreement establishes the contractor's obligations for performing the work.

OPERATIONAL IMPACT:
Approval will allow Public Works to schedule and oversee the pavement preservation treatments as part of the City's ongoing Pavement Management Program. Staff will coordinate the work and any necessary traffic control with the contractor.

COMMUNITY/STAKEHOLDER IMPACT:
Preserving recently paved roads helps maintain roadway condition and extend the value of the City's paving investment. Treatment activities may require temporary traffic or access restrictions, which staff will coordinate with the contractor. The contractor will provide advance notices to residences and businesses on streets scheduled for treatment, including a local telephone number for questions.

STRATEGIC ALIGNMENT:
Aligns with Strategic Priority #1: Ensure Milton's Sustainability and Resiliency, Goal #5: Implement transportation infrastructure that meets current needs, accounts for future growth, and allows residents to travel through Milton in a calm, safe, and efficient manner.

STAFF RECOMMENDATION:
Approval of the Construction Services Agreement with Pavement Technology, Inc.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – October 12, 2026 Bernadette Harvill
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP –
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff

ATTACHMENTS:
Planned Project Locations
Construction Services Agreement

Project List & Map

https://acrobat.adobe.com/id/urn:aaid:sc:us:31fa77e6-bbb6-44d3-9b7a-c01d3cfc2767

Champion Hills Subdivision	4,500.00
Oakstone Glen Subdivision	8,500.00
Devonshire Farms Subdivsion	8,600.00
Highgrove Subdivision Batesville	5,600.00
Beleterre Subdivision	16,000.00
North Fields Pass Subdivision	6,750.00
Henderson Heights Subdivision	11,000.00
Lake Laurel Subdivision	14,500.00
Gates Mill Subdivsion	8,000.00
Arbor North Subdivision	5,200.00
Sable Pointe North Subdivision	15,000.00
S Holcombe Farms Subdivision	5,600.00
Crabapple North Subdivision	13,000.00
Reddstone Subdivision	13,000.00
The Estates at Hickory Mill Subdivision	5,000.00
Avensong Ives Way	4,092.00
Avensong Village Circle	10,284.86
Avensong Crossing	5,126.00
Crabapple Way	1,575.00
Crabapple Crt	1,231.00
Sandpointe Trc	4,080.00
Old Place Dr	1,410.00
Silhouette Court	1,183.00
Aventide Lane	5,850.00
Aria Court	685.00
	175,766.86

All measurement units above are in Square Yards.

CONSTRUCTION SERVICES AGREEMENT
Asphalt Pavement Preservation and Rejuvenation Project

This Construction Services Agreement (the "Agreement") is made and entered into this ___ day of **_____, 20___** (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the "City"), and **PAVEMENT TECHNOLOGY, INC. (OHIO),** an Ohio corporation with its principal place of business located at 24144 Detroit Rd, Westlake, Ohio 44145 (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

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

WHEREAS, the City solicited bids for construction of the Project pursuant to the Invitation to Bid, dated August 6, 2026, attached hereto as **"Exhibit A"** and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely bid, attached hereto as **"Exhibit B"** and incorporated herein by reference, and met all bid requirements such that the City awarded Project Number ITB 26-PW11 to the Contractor; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

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

WHEREAS, based upon Contractor's bid, the City has selected Contractor as the successful bidder, 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 Contract

Documents, 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, and Contractor is aware that it must be licensed to do business in the State of Georgia.

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

Section 1. Contract Documents

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

A. Request for Bids, attached hereto as **"Exhibit A"**;

B. Bid Documents from Contractor, dated August 26, 2026, attached hereto as **"Exhibit B"**;

C. Scope of Work, attached hereto as **"Exhibit C"**;

D. Any required Performance Bond, Payment Bond and Maintenance Bond, attached hereto collectively as **"Exhibits D.1, D.2 and D.3"**;

E. Noncollusion Affidavit of Prime Bidder, attached hereto as **"Exhibit E"**;

F. Final Affidavit, attached hereto as **"Exhibit F"**;

G. Alien Employment affidavits, attached hereto as **"Exhibits G.1 and G.2"**;

H. Additional Payment/Retainage Requirements, attached hereto as **"Exhibit H"**;

I. Supplementary Conditions (if issued), attached hereto as **"Exhibit I"**;

J. City of Milton Code of Ethics (codified in the official Code of the City of Milton);

K. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect; Engineer; Contract Administrator

A. Project. A general description of the Project is as follows: Apply Reclamite, an asphalt rejuvenation agent, as specified at each of the named locations detailed in

the Scope of Work found at **Exhibit "A"** (the "Project"). A third-party Architect or Engineer **has not** been retained related to this Project.

B. Contract Administrator. The Contract Administrator for this Agreement shall be: Matthew Fallstrom, Public Works Manager.

Section 3. The Work

A. 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. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

B. Notice to Proceed. The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work ("Commencement Date") and the expected date of final completion. Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within ten (10) calendar days of the Notice to Proceed provided by the City, and the Parties intend that all Work shall be completed within ten (10) calendar days from the commencement of work. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the calendar year in which this Agreement is executed, 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 the 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 the City's provision of written notice of non-renewal to Contractor at least five (5) calendar 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 the City.

B. Time is of the Essence. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:

(1) An increase in working forces;
(2) An increase in equipment or tools;
(3) An increase in hours of work or number of shifts;
(4) Expediting delivery of materials; and/or
(5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the City's approval and such approval is provided in writing by the City.

D. Partial Occupancy or Use. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the City and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the

requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED TWENTY-EIGHT THOUSAND, FOUR HUNDRED NINETY-SIX AND 92/100 DOLALRS (**$228,496.92) (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the lump sum amount stated in **Exhibit "B"**.

B. Additional Payment Requirements. Additional payment requirements are included as **"Exhibit H"**, attached hereto and incorporated herein by reference.

C. Material Deviations. 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 the City *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

D. Taxes. The City is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, City shall provide evidence of its tax-exempt status. To the extent, if any, that the City furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

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

B. Right to Order Changes. The 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 the Contractor and the 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 the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

C. 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 the City and the Contractor.

D. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Milton 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 5(A) above. 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 Milton City Council.

E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

A. Ethics Code; Conflict of Interest.

(i) 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 his 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 the City. If the City determines that a conflict of interest exists, the City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The 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 the City within five (5) business days of becoming aware of the existence of the conflict of interest.

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

B. Meetings. The Contractor is required to meet with the 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. Meetings will occur as problems arise and will be coordinated by the City or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the 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 the contract for cause.

C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the 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. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable

standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the City. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the City in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the City or Contract Administrator of Work completed or produced; nor shall any approval by the City or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and City in writing. Contractor represents that it has given the City written notice of all errors, omissions, inconsistencies, or ambiguities that the

Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the City is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and City in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the City. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

(ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii) *Contractor Requests for Information*. If, with undue frequency (as determined by the City in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the City for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the City and Contract

Administrator and shall not proceed with that portion of the Work without further written instructions from the City or Contract Administrator as approved in writing by the City.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City and Contract Administrator in writing.

G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

H. 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 principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.

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

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

K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the City's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the City, in which event the City shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as

appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor.

M. Contractor's Representative. Susan Durante [INSERT NAME OF CONTRACTOR'S REPRESENTATIVE] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

N. 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 the City. Nothing contained in this Agreement shall be construed to make the Contractor, or any of its employees, servants or subcontractors, an employee, servant or agent of the City for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, 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. The 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 the City by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the 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 the City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the City may hire additional entities to perform Work related to this Agreement.

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

City.

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

In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the 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 the 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.

P. Insurance.

(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 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*: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

(b) *Commercial Automobile Liability (owned, non-owned, hired)*: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) *Professional Liability*: $1,000,000 (one million dollars) limit Professional Liability policy for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts ***(required if any professional services will be provided).***

(d) *Workers' Compensation and Employers' Liability*: Workers' Compensation policy with 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, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(e) *RESERVED.*

(f) *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 the City in writing so that the City may ensure the financial solvency of the 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 Umbrella Liability Coverage.

(i) *Additional Insured Requirement.* The City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, 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 the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the 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.* The 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 the 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 the 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 the Contractor for the 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 the Contractor for the 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 the City. The 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 the Contractor under the terms of this Agreement, including but not limited to Section 7(O) 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 shall be placed with insurer(s) with an A.M. Best Policyholder's rating of

no less than "A-" and with a financial rate 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 the 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 the 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. 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 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) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. Bonds. In public works construction contracts valued at more than two hundred fifty thousand dollars ($250,000.00) or road construction/maintenance contracts valued at five thousand dollars ($5,000.00) or more, or in any other instance where the City has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment bonds as a condition of this Agreement. At the conclusion of the Work, Contractor shall also provide City with a maintenance bond in the amount of one-third (1/3) of the total amount paid under the Agreement, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of the Work. Bonds shall be provided on the forms attached hereto as "**Exhibits D.1, D.2 and D.3**" and with a surety licensed to do business in Georgia

and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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

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

(1) the Contractor shall provide evidence on City-provided forms, attached hereto as **"Exhibits G.1 and G.2"** (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 its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **"Exhibit G.1"**, and submitted such affidavit to City or provided the 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 the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **"Exhibit G.2",** which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2)

above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt 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 the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. 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 the City, the 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 a 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. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [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, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

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

T. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the 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, the Contractor shall furnish to the City any and all Records in the form requested by the City. All Records stored on a computer database must be of a format compatible with the City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City or City's representative(s) for examination all Records. The Contractor will permit the 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 the City, shall make the Records available for inspection at the City's office. Further, Contractor shall permit the 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, the City or City's representative(s) shall not interfere with or disrupt such activities.

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

V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the City within ten (10) days after issuance.

W. RESERVED.

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

Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all Materials in the form prescribed by the City. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the 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. The 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 the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

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

1. **Compliance with Regulations**
   The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination**
   The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, belief, political affiliation, or national origin in the selection and retention of employees or subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
   The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the City, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.
5. **Sanctions for Noncompliance**
   In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, City shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   (a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or
   (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions**
   The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

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

Section 8. Covenants of the City

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

B. City's Representative. Matthew Fallstrom shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

A. Final Project Documents. Prior to final payment, Contractor shall deliver to City a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the City copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the City.

B. Warranty. The Contractor warrants to the City and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the City or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Section 10. Termination

A. For Convenience. The City may terminate this Agreement for convenience at any

time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.

B. For Cause. The 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 the Contractor within thirty (30) calendar days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure. The City may terminate this Agreement for cause as provided in Section 11 of this Agreement. The 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, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) 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 the City.

D. Payment. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the City shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. At its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the City will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the City.

E. Assumption of Contracts. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

F. Conversion to Termination for Convenience. If the City terminates this Agreement

for cause and it is later determined that the 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 10(A) above.

G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the City, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.

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

Section 11. City's Rights; Contractor Default

A. City Rights Related to the Work.

(i) *City's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the deadline for completion of the Work.

(ii) *City's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the City to commence and/or continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or

covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds $100,000 and is no longer subject to appeal or, in the opinion of the City, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the City has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the City is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the City shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the City. If the default is not remedied during the stated cure period, then the City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the City for such default.

Section 12. RESERVED.

Section 13. Miscellaneous

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

B. 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.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall

constitute one and the same instrument.

D. Invalidity of Provisions; Severability. 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.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the 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 Matthew Fallstrom for the City and Mike Faustini [INSERT CONTACT NAME] for the 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 calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses 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:

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

NOTICE TO CONTRACTOR shall be sent to:

Pavement Technology, Inc. (OHIO)
24144 Detroit Rd.
Westlake, Ohio 44145

G. Waiver of Agreement. No failure by the 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 the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the 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, warranties, and insurance maintenance requirements.

I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

J. 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, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the 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 liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

K. Force Majeure. Neither the City nor Contractor shall be liable for their 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 their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their 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.

L. Headings. 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.

M. 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.

N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the City of any discrepancies, conflicts or errors in the Contract Documents. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

P. 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 the City at law or in equity.

Q. Use of Singular and Plural. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR: Pavement Technology, Inc. (OHIO)

By: _____

Print Name: John Schlegel

Its: [CIRCLE ONE]
President/Vice President (Corporation)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

_____

Print Name: Susan Durante

Its: Secretary/Treasurer
((Assistant) Corporate Secretary if corporation)

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

[CITY SEAL]

Attest:

_____

Print Name: _____
Its: City Clerk

Approved as to form:

Signed by:
Jennifer McCall
8433E81F7AF148A...
10/5/2026

_____
City Attorney

“EXHIBIT A”

CITY OF MILTON GEORGIA

CITY OF MILTON INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: **ITB 26-PW11**	**Project Name** **Asphalt Pavement Preservation and Rejuvenation Project**
Due Date and Time: August 26, 2026, by 2:00 p.m. EST **Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*	**Number of Pages: 105**

ISSUING DEPARTMENT INFORMATION

Issue Date:
August 6, 2026

City of Milton **Public Works Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: *www.miltonga.gov***

INSTRUCTIONS TO BIDDERS

Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at *www.miltonga.gov* 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.	**Mark Face of Envelope/Package:** **Bid Number: ITB 26-PW11** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **August 17, 2026 by 5:00 p.m.** **Submit questions online via the BidNet Direct procurement portal at *www.miltonga.gov/finance/bids-rfps***

BIDDERS MUST COMPLETE THE FOLLOWING

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

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

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DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

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

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Linear Feet

LM: Linear Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

FOB: Free on Board

Invitation to Bid ITB 26-PW11

The City of Milton is accepting sealed electronic bids from qualified firms for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on August 26, 2026.** Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at *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 17, 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 19, 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-PW11) and bid name (Pavement Preservation Asphalt Rejuvenation Project) 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. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

EVENT		DATE
ITB Issue Date		August 6, 2026
Deadline for Receipt of Written Questions	5:00 PM on	August 17, 2026
Posting of Written Answers by City to Websites on or about		August 19, 2026
ITB DUE	**No Later than 2:00 P.M. on August 26, 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)	11-12
3	Bid Bond (3 pages)	13-15
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INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a lump sum price "purchasing contract" with one firm to be the primary supplier of Pavement Preservation Asphalt Rejuvenation Project, ITB 26-PW11.

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, without cause, with 30 days' written notice.

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

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

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

EVALUATION

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

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

INSURANCE REQUIREMENTS

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

Within 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. Bests' rating of no less than A:VI.

(6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.

(8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

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

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004

Ladies and Gentlemen:

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

Bid Number ITB 26-PW11
Pavement Preservation Asphalt Rejuvenation Project

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.

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

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

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

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____

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

Signed, sealed, and dated this _____ day of _____, 20____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

_____

_____

_____

Signature: _____

Print Name: _____

Title: _____

[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND

BIDDER (Name and Address):

_____

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

_____

OWNER (hereinafter referred to as the "City" (Name and Address):
City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):

_____

BOND
BOND NUMBER:
DATE (Not later that Bid due date):
PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title:	Signature and Title: (Attach Power of Attorney)
Attest: _____	Attest:_____
Signature and Title:	Signature and Title:

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
3.2 All Bids are rejected by the City; or
3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

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

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CORPORATE CERTIFICATE

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

This _____ day of _____, 20_____

_____(Seal)
(Signature)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

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

Company Name:_____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
CITY OF MILTON

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

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

_____
eVerify Number

_____
Date of Authorization

_____
Name of Contractor

Pavement Preservation Asphalt Rejuvenation Project
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

Bidders shall submit with the bid a qualification sheet listing project(s) that meet the experience requirement along with references. List should include project date, location, description, and contact information.

1. Where contract documents reference "The Department" or "GA Department of Transportation" or “The Engineer”, it shall also mean "City of Milton."

2. All traffic control measures, and signage are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.

3. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.

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

PROSECUTION AND PROGRESS

Construction shall begin no later than TEN (10) calendar days past the issuance of Notice to Proceed. The time of completion for the projects will be 60 days from the date of the Notice to Proceed.

If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on Sunday or national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

APPLICATOR EXPERIENCE

The Asphalt Rejuvenation agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the Asphalt Rejuvenation agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified or quantities of contract items will exceed plan. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. The Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change.

Call "811 Know what's below Call before you dig." Locate, maintain and protect existing utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mail boxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

STANDARD SPECIFICATIONS FOR ASPHALT SURFACE PRESERVATION WITH A MALTENE BASED ASPHALT REJUVENATING AGENT

Scope

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

Material Specifications

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

	Test Method		Requirements	
Tests	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25 C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test[2]	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W[3]	D-244(Mod.)	T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, C	D-92	T-48	196	-
Viscosity @ 60 C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1}{S + A_2}$[5]				
PC/S Ratio[5]	D-2006-70	-	0.5	-

Saturated Hydrocarbons,S[5]	D-2006-70	-	21	28

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[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, A_1 = First Acidaffins
A_2 = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

SCOPE:
This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

APPARATUS:
1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
2) Graduated cylinder, 1,000 ml, or greater
3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5) Suction bulb for use with pipette
6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catolog No. 33-17- 81, (B&L)

CALIBRATION OF SPECTROPHOTOMETER:
Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

PROCEDURE:

1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2) Place 2,000 ml tap water in container.
3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4) Using suction bulb, blow emulsion into container.
5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
6) Clean pipette with soap or solvent and water. Rinse with acetone.
7) Stir diluted emulsion thoroughly.
8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9) Calibrate spectrophotometer.
10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

MATERIAL PERFORMANCE

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be improved to the following extent. Viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water. The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal. Reclamite®, manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance. The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy. RECLAMITE®, a product of Golden Bear Oil, a division of Tricor Refining, LLC. is a product of known quality and accepted performance.

APPLICATOR EXPERIENCE

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

PRODUCT STANDARDS AND ALTERNATES

The product "Reclamite"® for the asphalt rejuvenating agent as manufactured by Golden Bear oil, a division of Tricor Refining, LLC. is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agency's requirements for the standard item for which the alternate is offered.

(c) Submit a current Material Safety Data Sheet for the alternate materials.
The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as hereto for required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

APPLICATION TEMPERATURE/WEATHER LIMITATIONS

The temperature of the asphalt rejuvenating emulsion, at the time of application, shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40 F.

HANDLING OF ASPHALT REJUVENATING AGENT

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

RESIDENT NOTIFICATION

The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

APPLICATING EQUIPMENT

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying slag screenings, or other aggregate approved by the Engineer, shall be equipped with a spreader that allows the slag screenings to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of slag screenings per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the slag screenings onto driveways or tree lawns.

The slag screenings to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet slag screenings shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

APPLICATION OF REJUVENATING AGENT

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated, a light coating of dry slag screenings, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The slag screenings shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

STREET SWEEPING

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All slag screenings used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional slag screenings is required said material shall be applied by the contractor. Said slag screenings shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of slag screenings.

Project List & Map

https://acrobat.adobe.com/id/urn:aaid:sc:us:31fa77e6-bbb6-44d3-9b7a-c01d3cfc2767

Champion Hills Subdivision	4,500.00
Oakstone Glen Subdivision	8,500.00
Devonshire Farms Subdivsion	8,600.00
Highgrove Subdivision Batesville	5,600.00
Beleterre Subdivision	16,000.00
North Fields Pass Subdivision	6,750.00
Henderson Heights Subdivision	11,000.00
Lake Laurel Subdivision	14,500.00
Gates Mill Subdivsion	8,000.00
Arbor North Subdivision	5,200.00
Sable Pointe North Subdivision	15,000.00
S Holcombe Farms Subdivision	5,600.00
Crabapple North Subdivision	13,000.00
Reddstone Subdivision	13,000.00
The Estates at Hickory Mill Subdivision	5,000.00
Avensong Ives Way	4,092.00
Avensong Village Circle	10,284.86
Avensong Crossing	5,126.00
Crabapple Way	1,575.00
Crabapple Crt	1,231.00
Sandpointe Trc	4,080.00
Old Place Dr	1,410.00
Silhouette Court	1,183.00
Aventide Lane	5,850.00
Aria Court	685.00
	175,766.86

All measurement units above are in Square Yards.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 26-PW11, Pavement Preservation Asphalt Rejuvenation

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_____

Total Bid Price $_____

Print Total Bid Price $_____

Number of days to fully complete project (exclude weather related days) _____

GENERAL CONDITIONS

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

SECTION 101	DEFINITION AND TERMS
Section 101.10 BOARD	Delete as written and substitute the following: CITY COUNCIL OF CITY OF MILTON, GEORGIA
Section 101.14 COMMISSIONER	Delete as written and substitute the following: DIRECTOR OF PUBLIC WORKS, CITY OF MILTON
Section 101.16 CONTRACT	Delete the second paragraph and substitute the following: The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.
Section 101.22 DEPARTMENT	Delete as written and substitute the following: PUBLIC WORKS DEPARTMENT CITY OF MILTON
Section 101.24 ENGINEER	Delete as written and substitute the following:

	DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR
Section 101.47 STATE HIGHWAY ENGINEER	Delete as written and substitute following: DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR
Section 101.74 SUPPLEMENTAL AGREEMENT	Retain as written and substitute the following: Any Supplemental Agreement that has a dollar value amount that is less than $25,000.00 shall not require the assent of the Surety."
Section 101.84	Add: DIRECTOR OF PUBLIC WORKS CITY OF MILTON

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS, SPECIAL PROVISIONS, AND SITE OF THE WORK	Add the following paragraph: SPECIFICATIONS, "The City will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."
Section 102.07 REJECTION OF PROPOSALS	Add the following subparagraphs "I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed. "J. The City also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to The City of

Milton, Georgia."

Section 102.08 PROPOSAL GUARANTY

Substitute the following for the first sentence

"No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Milton, Georgia. Such Bid Bond shall be on the forms provided by the City."

Add Section 102.15 ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:
Bids shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid."

Section 102.09 DELIVERY OF PROPOSALS:

Add the following as 102.15:
"No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 2006 Heritage Walk Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499.Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103 - AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:
"The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of Milton reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

	The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties."
Section 103.05 REQUIREMENTS OF BONDS	Delete in its entirety and substitute the CONTRACT following: "At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below: Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-third (1/3) of the contract. "
Section 103.07 FAILURE TO CONTRACT	Delete in its entirety and substitute the EXECUTE following: "Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the City of Milton, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest bidder, may be re-advertised, or may be constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate."

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY	Add the following paragraph: "The Contractor shall inspect all easements and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Department."
Section 107.21 CONTRACTORS	Add the following sentence to

RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE	Paragraph A: "The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work."
SECTION 109	MEASUREMENT AND PAYMENT
Section 109.07 PARTIAL PAYMENTS	Delete the first sentence of the Second Paragraph under 'A. General" As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Engineer for payment.
Section 109.08 FINAL PAYMENT	Delete in its entirety and substitute the Following: "Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the CITY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment. The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same."

NOTICE TO CONTRACTORS
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER 391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

“EXHIBIT B”

CITY OF MILTON GEORGIA

CITY OF MILTON INVITATION TO BID
(THIS IS NOT AN ORDER)

Bid Number: ITB 26-PW11	**Project Name** Asphalt Pavement Preservation and Rejuvenation Project

Due Date and Time: August 26, 2026, by 2:00 p.m. EST **Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*	**Number of Pages: 105**

ISSUING DEPARTMENT INFORMATION

Issue Date:
August 6, 2026

City of Milton **Public Works Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: *www.miltonga.gov***

INSTRUCTIONS TO BIDDERS

Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at *www.miltonga.gov* 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.	**Mark Face of Envelope/Package:** **Bid Number: ITB 26-PW11** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **August 17, 2026 by 5:00 p.m.** **Submit questions online via the BidNet Direct procurement portal at *www.miltonga.gov/finance/bids-rfps***

BIDDERS MUST COMPLETE THE FOLLOWING

Bidder Name/Address: Pavement Technology, Inc. 24144 Detroit Rd Westlake, OH 44145	Authorized Bidder Signatory: (Please print name and sign in ink) Susan Durante
Bidder Phone Number: 440-892-1895	Bidder FAX Number: 440-892-0953
Bidder Federal I.D. Number: 34-1108308	Bidder E-mail Address: dcancelliere@pavetechinc.com

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

CITY OF MILTON GEORGIA

[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-PW11
Pavement Preservation Asphalt Rejuvenation Project

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.

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 $11,424.85 Dollars ($ (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 17th day of August, 2026

Bidder Pavement Technology, Inc. (Seal)
Company Name

Bidder Mailing Address:

24144 Detroit Rd

Westlake, OH 44145

Signature:

Print Name: Susan Durante

Title: Secretary/Treasurer

CITY OF MILTON GEORGIA

[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND

BIDDER (Name and Address):
Pavement Technology, Inc, 24144 Detroit Rd, Westlake, OH 44145

SURETY (Name and Address of Principal Place of Business):
Travelers Causalty and Surety Company of America 1 Tower Square Hartford, Connecticut 06103

OWNER (hereinafter referred to as the "City" (Name and Address):
City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID
BID DUE DATE: 26th day of August, 2026
PROJECT (Brief Description Including Location): 26-PW11 Asphalt Pavement Preservation and Rejuvenation Project

BOND
BOND NUMBER:
DATE (Not later that Bid due date): 25th day of August, 2026
PENAL SUM: Two hundred twenty-eight thousand four hundred ninety-six and 92/100 dollars ($228,496.92)
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

Pavement Technology, Inc. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title:
Susan Durante, Secretary/Treasurer

Attest: _____
Signature and Title:
John Schlegel, Vice President

SURETY
Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: Marissa Llorada
Signature and Title:
Marissa Llorada, Attorney-in-Fact

Attest: Shawna Finger
Signature and Title:
Shawna Finger, Witness

SEAL

HARTFORD, CONN.

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
3.2 All Bids are rejected by the City; or
3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Marissa Llorada** of **FAIRVIEW PARK**, **Ohio**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **August**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY

WHEREAS, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF CONNECTICUT (CT), HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

CASUALTY (INCLUDING WORKERS COMPENSATION); MARINE AND TRANSPORTATION; PROPERTY; SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY IS EFFECTIVE AT **12:00 AM JULY 1, 2025** AND EXPIRES AT **11:59 P.M. ON JUNE 30, 2026**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, APRIL 24, 2025

JOHN F. KING
COMMISSIONER OF INSURANCE

LICENSE NUMBER: 20001488
NAIC NUMBER: 31194

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/03/2026
Effective 04/02/2026
Expires 04/01/2027

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2025 that it has admitted assets in the amount of $6,408,372,409, liabilities in the amount of $4,037,482,608, and surplus of at least $2,370,889,801.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,600,841,058	LOSSES	$ 1,735,139,597
STOCKS	117,961,887	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,862	OTHER EXPENSES	72,988,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,898,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,945
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	842,673
		TOTAL LIABILITIES	$ 4,037,482,608
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,370,889,801
TOTAL ASSETS	$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	$ 6,408,372,409

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

Peter Gamer

VICE PRESIDENT – CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

CITY OF MILTON GEORGIA

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

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

Authorized Signature _____ Date 8/17/26

Print/Type Name Susan Durante

Print/Type Company Name Here Pavement Technology, Inc.

CORPORATE CERTIFICATE

I, Susan Durante, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Susan Durante who signed said bid in behalf of the Contractor, was then (title) Secretary/Treasurer 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 Ohio.

This 17th day of August, 20 26

_____ (Seal)
(Signature)

CORPORATE SEAL OHIO

CITY OF MILTON GEORGIA

[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: Pavement Technology, Inc.

CITY OF MILTON GEORGIA

[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:

705855
eVerify Number

March 13, 2015
Date of Authorization

Pavement Technology, Inc.
Name of Contractor

Pavement Preservation Asphalt Rejuvenation Project
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, 17, 2026 in Westlake (city), Ohio (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Susan Durante, Secretary/Treasurer

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF August, 2026.

Deborah Cancelliere
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

Deborah Cancelliere
State of Ohio
Notary Public
Commission No. 2025-RE-893335
My Commission Expires 08-12-2030

CITY OF MILTON GEORGIA

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 Pavement Technology, 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.)
N/A

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

Amount/Value	Description
N/A	

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:
N/A

PROJECT SPECIFICATIONS

Bidders shall submit with the bid a qualification sheet listing project(s) that meet the experience requirement along with references. List should include project date, location, description, and contact information.

1. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."

2. All traffic control measures, and signage are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.

3. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.

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

PROSECUTION AND PROGRESS

Construction shall begin no later than TEN (10) calendar days past the issuance of Notice to Proceed. The time of completion for the projects will be 60 days from the date of the Notice to Proceed.

If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on Sunday or national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures will only be permitted between the hours of 9:00am and 4:00pm, Monday-Friday, unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

APPLICATOR EXPERIENCE

The Asphalt Rejuvenation agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the Asphalt Rejuvenation agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified or quantities of contract items will exceed plan. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

EROSION CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines. The Contractor shall serve as the Primary Permittee for this project and is responsible for filing the NOI and all necessary fees associated with it.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, of all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion. The cost for this will be considered incidental to the project and included in the overall bid.

UTILITIES

There are utilities in the project area. The Contractor shall be responsible for locating and coordinating any utility relocation necessary for completion of the work. Utility plan sheets provided are based on early coordination and are subject to change.

Call "811 Know what's below Call before you dig." Locate, maintain and protect existing utilities at all times during construction.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs, temporary striping and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractor's expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mail boxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and screened topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

STANDARD SPECIFICATIONS FOR ASPHALT SURFACE PRESERVATION WITH A MALTENE BASED ASPHALT REJUVENATING AGENT

Scope

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

Material Specifications

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

	Test Method		Requirements	
Tests	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25□C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test[2]	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W[3]	D-244(Mod.)	T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, □C	D-92	T-48	196	-
Viscosity @ 60□C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1}{S + A_2}$[5]				
PC/S Ratio[5]	D-2006-70	-	0.5	-

Saturated Hydrocarbons,S[5]	D-2006-70	-	21	28

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, A_1 = First Acidaffins
A_2 = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

SCOPE:
This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

APPARATUS:
1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
2) Graduated cylinder, 1,000 ml, or greater
3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5) Suction bulb for use with pipette
6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catolog No. 33-17- 81, (B&L)

CALIBRATION OF SPECTROPHOTOMETER:
Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

PROCEDURE:

1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2) Place 2,000 ml tap water in container.
3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4) Using suction bulb, blow emulsion into container.
5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
6) Clean pipette with soap or solvent and water. Rinse with acetone.
7) Stir diluted emulsion thoroughly.
8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9) Calibrate spectrophotometer.
10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

MATERIAL PERFORMANCE

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be improved to the following extent. Viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water. The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal. Reclamite®, manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance. The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy. RECLAMITE®, a product of Golden Bear Oil, a division of Tricor Refining, LLC. is a product of known quality and accepted performance.

APPLICATOR EXPERIENCE

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

PRODUCT STANDARDS AND ALTERNATES

The product "Reclamite"® for the asphalt rejuvenating agent as manufactured by Golden Bear oil, a division of Tricor Refining, LLC. is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agency's requirements for the standard item for which the alternate is offered.

(c) Submit a current Material Safety Data Sheet for the alternate materials.
The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as hereto for required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

APPLICATION TEMPERATURE/WEATHER LIMITATIONS

The temperature of the asphalt rejuvenating emulsion, at the time of application, shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40□ F.

HANDLING OF ASPHALT REJUVENATING AGENT

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

RESIDENT NOTIFICATION

The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

APPLICATING EQUIPMENT

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying slag screenings, or other aggregate approved by the Engineer, shall be equipped with a spreader that allows the slag screenings to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of slag screenings per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the slag screenings onto driveways or tree lawns.

The slag screenings to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet slag screenings shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

APPLICATION OF REJUVENATING AGENT

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated, a light coating of dry slag screenings, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The slag screenings shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

STREET SWEEPING

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All slag screenings used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional slag screenings is required said material shall be applied by the contractor. Said slag screenings shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of slag screenings.

Project List & Map

https://acrobat.adobe.com/id/urn:aaid:sc:us:31fa77e6-bbb6-44d3-9b7a-c01d3cfc2767

Champion Hills Subdivision	4,500.00
Oakstone Glen Subdivision	8,500.00
Devonshire Farms Subdivsion	8,600.00
Highgrove Subdivision Batesville	5,600.00
Beleterre Subdivision	16,000.00
North Fields Pass Subdivision	6,750.00
Henderson Heights Subdivision	11,000.00
Lake Laurel Subdivision	14,500.00
Gates Mill Subdivsion	8,000.00
Arbor North Subdivision	5,200.00
Sable Pointe North Subdivision	15,000.00
S Holcombe Farms Subdivision	5,600.00
Crabapple North Subdivision	13,000.00
Reddstone Subdivision	13,000.00
The Estates at Hickory Mill Subdivision	5,000.00
Avensong Ives Way	4,092.00
Avensong Village Circle	10,284.86
Avensong Crossing	5,126.00
Crabapple Way	1,575.00
Crabapple Crt	1,231.00
Sandpointe Trc	4,080.00
Old Place Dr	1,410.00
Silhouette Court	1,183.00
Aventide Lane	5,850.00
Aria Court	685.00
	175,766.86

All measurement units above are in Square Yards.

CITY OF MILTON GEORGIA

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 26-PW11, Pavement Preservation Asphalt Rejuvenation

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 Pavement Technology, Inc.

ADDRESS 24144 Detroit Road, Westlake, OH 44145

AUTHORIZED SIGNATURE

PRINT/TYPE NAME/TITLE Susan Durante, Secretary/Treasurer

Total Bid Price $ 228,496.92

Print Total Bid Price $ Two Hundred Twenty-Eight Thousand Four Hundred Ninety-Six Dollars & 92/100

Number of days to fully complete project (exclude weather related days) 10

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

Experience Record
Reclamite® Asphalt Rejuvenating Agent Application

Agency Name & Contact Information	Project Information	Used Since
City of Duluth Audrey Turner 2450 Chattahoochee Drive Duluth, GA 30096 P: 770-476-2454 E: adturner@duluthga.net	Asphalt Rejuvenation Program Completed 9/9/24 106,109 sq. yds. $127,330.80	2013
Fayette County Bradley Klinger 115 McDonough Road Fayetteville, GA 30215 P: 770-320-6039 E: bklinger@fayettecountyga.gov	Contract #26034-S Asphalt Rejuvenator Completed 6/15/26 85,734 sq. yds. $107,167.50	2017
City of Roswell Joe Vitale 38 Hill Street, Suite 235 Roswell, GA 30075 P: 770-594-6105 E: jvitale@roswellgov.com	Asphalt Rejuvenation Completed 9/19/24 47,728 sq. yds. $59,182.72	2011
Charleston County Mackenzie Kelly 4350 Azalea Drive Charleston, SC 29405 P: 843-670-6646 E: MKelley@charlestoncounty.org	TST Rejuvenation Plan Completed 10/23/25 515,351 sq. yds. $628,574.71	2013
Town of Cary Amir Nezarati 316 N. Academy Street Cary, NC 27513 P: 919-380-4235 E: amir.nezarati@townofcary.org	Street Improvements Project Completed 11/6/23 195,799 sq. yds. $231,042.82	2015

D & D EMULSIONS INC.

Quality Products and Dependable Service Since 1981

Licensed Manufacturer
Tricor Refining, LLC
Producers of Golden Bear© Preservation Products

CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO INDICATED, AND THAT PAVEMENT TECHNOLOGY INCORPORATED HAS BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: January 1, 2026: Approved by: Charles Dawson V.P.

Charles Dawson
Title: Vice President

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method ASTM	Test Method AASHTO	Requirements Min.	Requirements Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w[3]	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]	GB	GB	—	30
Cement Mixing	D-244			2.0
Tests on Residue from Distillation				
Flash Point, COC, °C	D-92	T-48	196	—
Viscosity @ 60°C, cSt	D-445	—	100	200
Asphaltenes, %w	D-2006-70	—		0.75
Maltene Distribution Ratio $\frac{PC + A_1}{S + A_2}$[5]	D-2006-70	---	0.3	0.6
PC/S Ratio[5]	D-2006-70	---	0.5	—
Saturate hydrocarbons, S[5]	D-2006-70	—	21	28

[1]ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

[2]Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

[3]Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

[4]Test procedure is attached.

[5]Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, A_1 = First Acidaffins.
A_2 = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores

by
J. E. Pickett

Geotechnical Laboratory
U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, Mississipi

March 1983

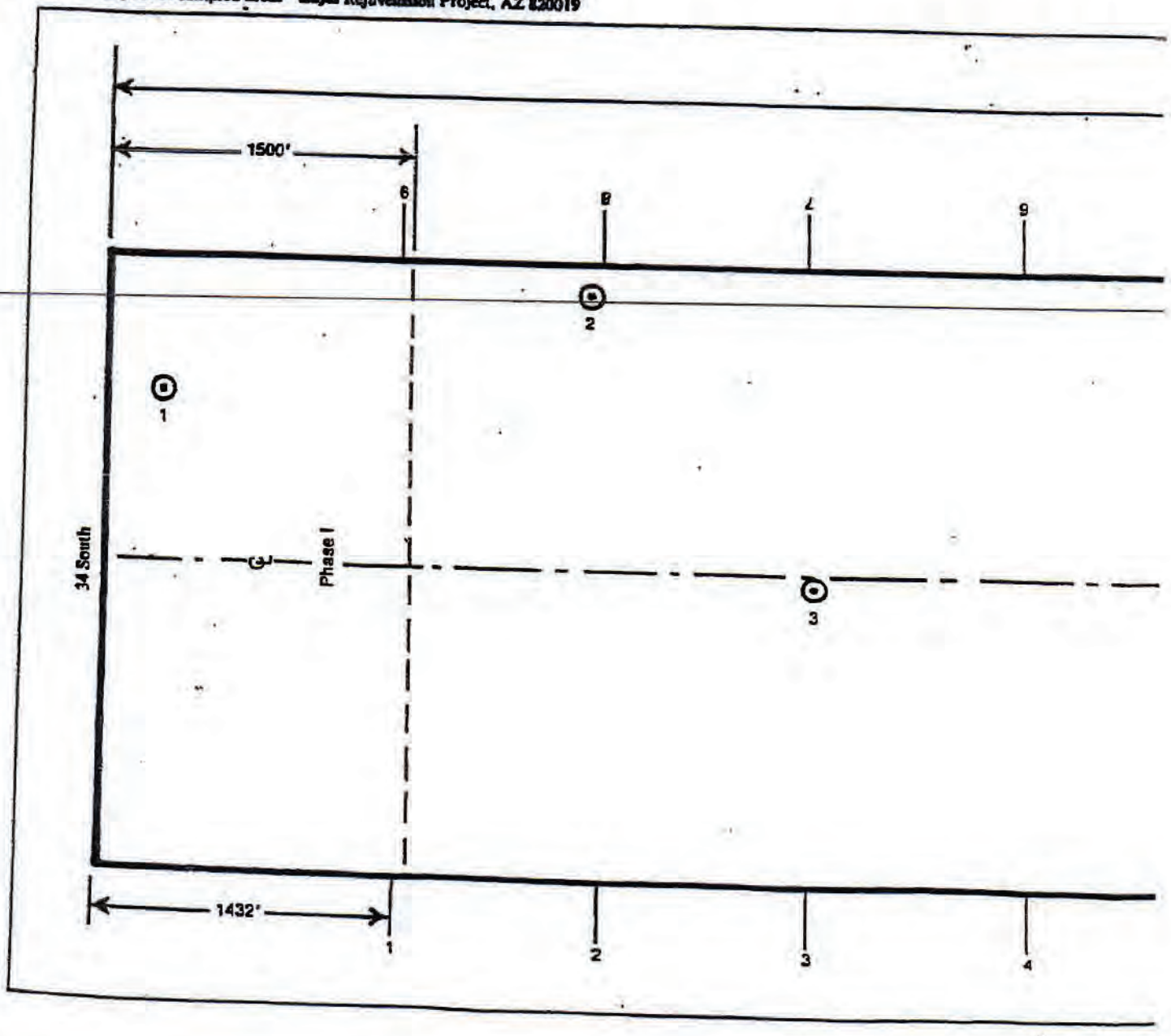
Pavement Technology, Inc.
Preventive Maintenance Specialist
24144 Detroit Rd.
Westlake, OH 44145
1-800-333-6309

1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16–34, which included sampling and laboratory testing. Treatment of the runway was performed 10–15 March. An excess of Reclamite remaining from projects in 1979 and 1983 was used to treat some parking aprons and taxiways.

2. Messrs. Jack E. Pickett and James E. Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenator application.

3. The 10,864–ft runway was divided into sections and treated in three phases. This was

Incl 1 Layout of sampled areas, Lajes Rejuvenation Project, AZ 820019



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/8 in. of material from the upper surface. The asphalt was extracted from this 3/8-in.-thick sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and penetration and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of

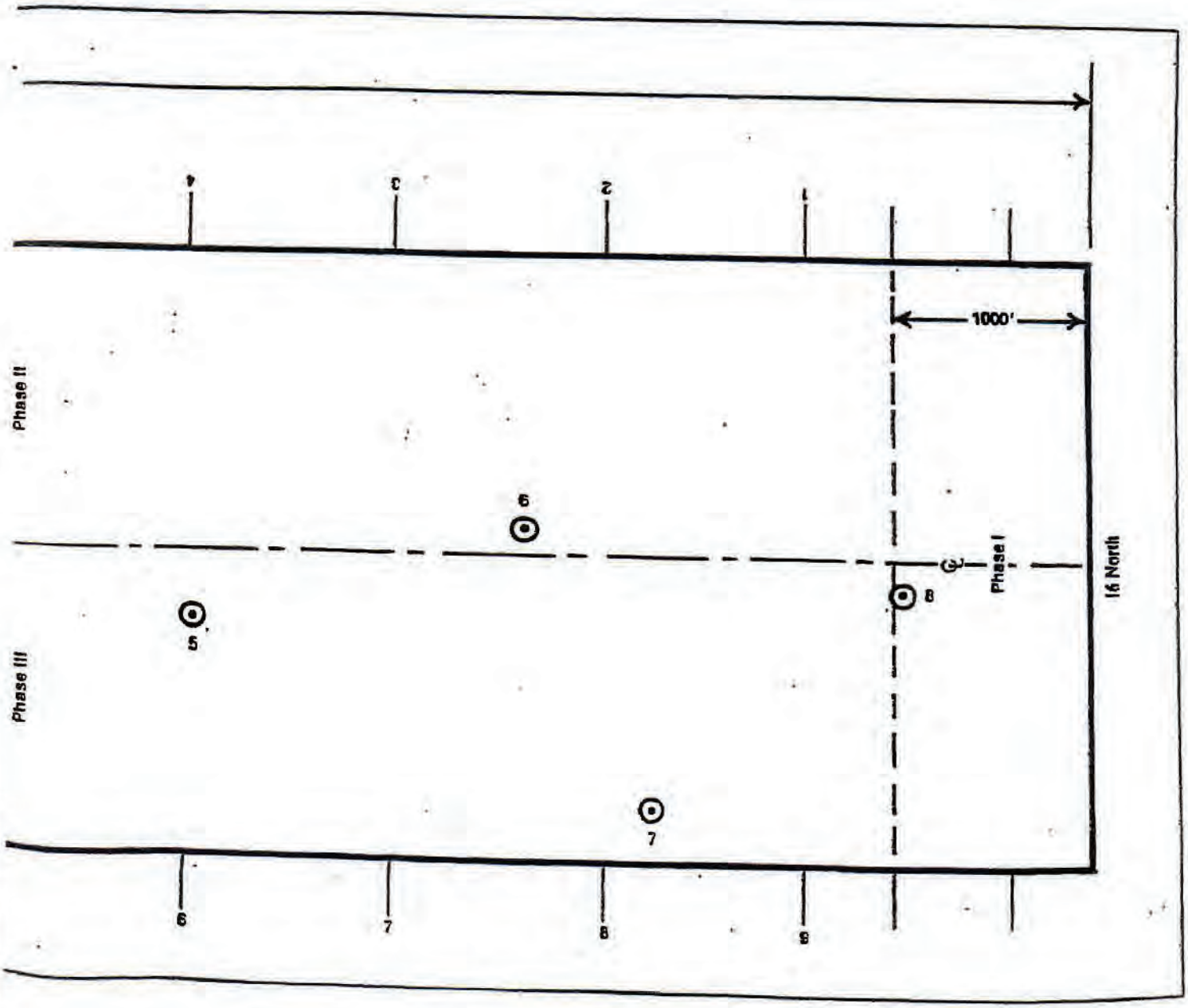


Table I

Lajes Rejuvenator, 1983

Sample Number	Station From South End R/W & C	Penetration 77°F (25°C) 100 g, 5 sec 0.1 mm		Absolute Viscosity 140°F (60°C) 300.0 mm Hg Vacuum, Poises	
		Untreated	Treated	Untreated	Treated
1	2+43, 83.7 ft W	11.00	20.00	401, 351	65, 420
2	23+55, 134.9 ft W	11.00	23.00	449, 520	62, 011
3	34+34, 5.1 ft E	13.00	31.00	242, 293	32, 860
4	52+07, 51.3 ft W	9.00	27.00	1, 852, 362	43, 497
5	64+36, 32.4 ft E	4.00	17.00	2, 774, 367	177, 941
6	80+67, 14.6 ft W	9.00	22.00	863, 971	62, 736
7	86+86, 121.4 ft E	6.00	34.00	1, 263, 880	23, 444
8	99+17, 17 ft E	6.00	29.00	1, 318, 687	41, 392
Average		8.63	25.38	1, 145, 804	63, 663
Change (%)		Penetration	194.00	Viscosity	94.40
			Increase		Decrease

Runway 16–34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclamite mixture at ambient temperature (60–70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas, such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd²) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II

Phase I	
Center 100-ft-wide area	0.053 gal/sq yd
All other areas	0.061 gal/sq yd
Phase II	
From center line runway out 50 ft	0.055 gal/sq yd
All other areas	0.066 gal/sq yd
Phase III	
From center line runway out 50 ft	0.058 gal/sq yd
All other areas	0.074 gal/sq yd

Jack E. Pickett
Materials Engineering Technician
Pavement Systems Division
Geotechnical Laboratory

Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of this pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

Core	Depth	Value
Reclamite treated (2 years)		
1	Top ½"	52
2	Top ½"	48
3	Top ½"	40
Untreated		
4	Top ½"	17
5	Top ½"	23
6	Top ½"	22

Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

Depth	Reclamite treated 6 mos.	30 mos.
Top ½"	37	25
Untreated		
Top ½"	18	13

Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

Depth	Reclamite treated 2 mos.	18 mos.	36 mos.
Top ½"	82	48	40
Untreated			
Top ½"	23	19	16

Asphalt Pavement And Recycling Technologies, Inc.
5207 Minter Field Avenue
Telephone: (661) 393-2748
stevee@apartshafter.com
Shafter, CA 93263
Fax: (661) 393-2804
bobs@apartshafter.com

Report: 15-1229

January 8, 2016

Customer: Pavement Technology, Inc. – Colin Durante, John Schlegel

Project: Charleston County, South Carolina – 2015 Reclamite Application

Samples Submitted:

Sixteen core samples (8 untreated and 8 treated with RECLAMITE®) identified as:

Forest Trail, Halsey Boulevard, Patterson Avenue, South Rhett Avenue, Shadowmoss Parkway, Algon Quin Road, Queen Street, Wingo Way

Requested Testing:

Determine the Dynamic Shear Rheological properties at 60° C of the recovered asphalt binder from the top 3/8-inch layer of each core. These properties include viscosity, phase angle, complex, elastic and viscous moduli.

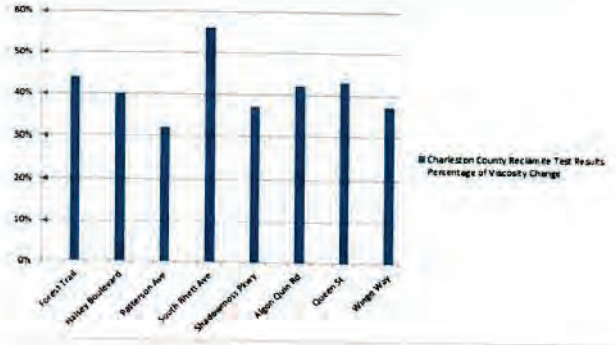
Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. Viscosity and phase angle, as well as, complex, elastic and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table I.

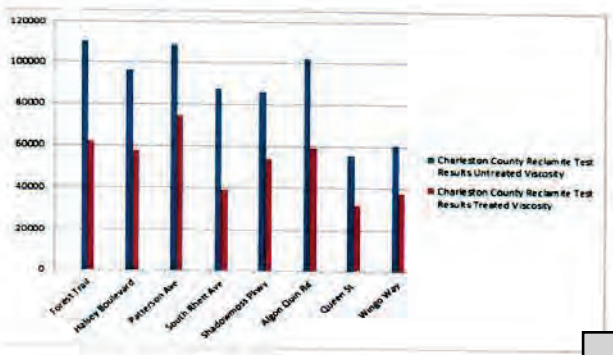
Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Forest Trail					
Untreated	110430	57.8	110720	59055	93653
Treated	61394	68.9	61556	22166	57427
	44% decrease				
Halsey Boulevard					
Untreated	96417	65.8	96672	39579	88198
Treated	57450	69.1	57601	20572	53802
	40% decrease				
Patterson Avenue					
Untreated	108930	65.5	109220	45355	99359
Treated	74116	67.5	74311	28457	68646
	32% decrease				
South Rhett Avenue					
Untreated	87271	66.9	87501	34302	80498
Treated	38807	70.8	38909	12787	36748
	55% decrease				
Shadowmoss Parkway					
Untreated	85824	67.5	86024	37873	80729
Treated	53725	69.6	53892	23267	49505
	37% decrease				
Algon Quin Road					
Untreated	102100	64.7	102370	43770	92539
Treated	58971	68.4	59126	21781	54968
	42% decrease				
Queen Street					
Untreated	55747	59.9	55867	33013	49677
Treated	32020	70.2	32158	17667	29074
	42% decrease				
Wingo Way					
Untreated	60464	68.2	60624	22522	56285
Treated	37862	70.1	37962	18947	32896
	37% decrease				

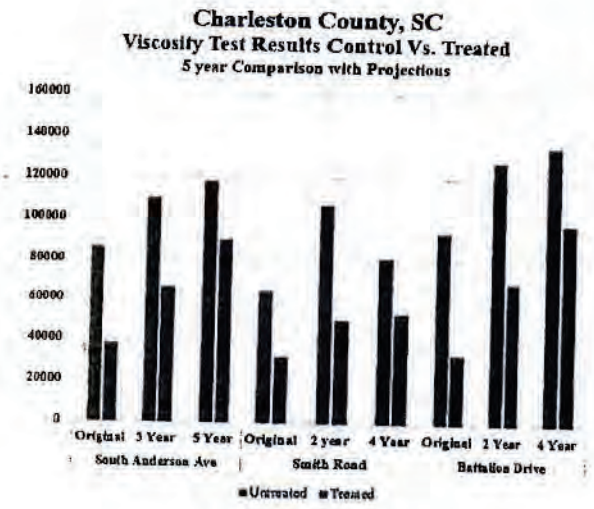
Charleston County, South Carolina
Reclamite Application 2015
Change in Viscosity Results

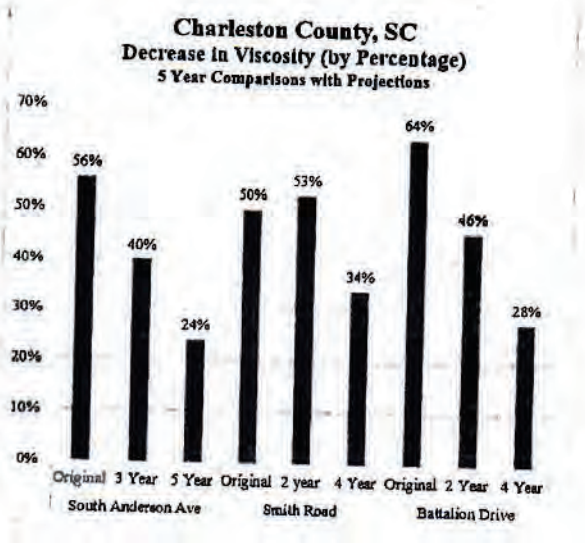


Charleston County, South Carolina
Reclamite Application 2015
Viscosity Test Results Control vs. Treated



Sample Identification	Viscosity 60° C, Poises		
	Original	3 Year	5 Year
South Anderson Avenue			
Untreated	86177	109950	118490
Treated	38220	66424	90198
Percentage Decrease	56%	40%	24%
	Original	2 Year	4 Year
Smith Road			
Untreated	64993	107220	81289
Treated	32426	50643	53746
Percentage Decrease	50%	53%	34%
	Original	2 Year	4 Year
Battalion Drive			
Untreated	94533	128750	136340
Treated	33743	69437	98896
Percentage Decrease	64%	46%	28%





PAVEMENT TECHNOLOGY INC.

Asphalt Recycling & Preventive Maintenance Specialists

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Experience Outline

Operations and Fleet Manager – David Clark

1994 – 1995	Studied at Alfred State College, New York – Associate in Automotive Trades – Heavy Equipment, Truck and Diesel
1995 – 1997	Worked at a hazardous waste incineration plant / fork life and OSHA training certificates
1997 – 1999	Foundry work / furnace operator specialized in copper and brass.
1999 – Present	Pavement Technology, Inc., Westlake, Ohio

1999 – 2000	General laborer / driver – rejuvenating agent and crack sealing roadways
2000 – 2004	General supervisor in charge of rejuvenating agent application, crack sealing and other miscellaneous road construction work.
2004 – 2015	Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment
2015 – 2017	Operations and Fleet Manager – in charge of scheduling crews and day to day operations.
2017 – Present	ATSSA Certified, OSHA 30 Compliant

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

CORPORATE RESOLUTION

Pavement Technology, Inc.

I hereby certify that I am the Founder and President of PavementTechnology, Inc., a corporation duly organized and existing under the laws of the State of Ohio; that on this 2nd day of January, 2007, the board of directors of said Corporation authorized and approved the Secretary/Treasurer of said corporation to execute any proposals and contracts for and in behalf of said corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified and that Susan J. Durante is the duly elected and acting Secretary/Treasurer of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 2nd day of January, 2007.

Colin M. Durante, President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2026

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).

PRODUCER	CONTACT NAME: Andrew Stelzer
McGowan & Company, Inc. 20595 Lorain Rd Fairview Park OH 44126	PHONE (A/C, No, Ext): 440.333-6300 x 3763 FAX (A/C, No): 440-333-3214 E-MAIL ADDRESS: astelzer@mcgowaninsurance.com

INSURED	PAVETEC-01
Pavement Technology, Inc 24144 Detroit Rd Westlake OH 44145	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co	36161
INSURER B : Phoenix Insurance Company	25623
INSURER C : St. Paul Surplus Lines Insurance Company	30481
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1437277692 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CO324N6425	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	8108L678293	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP2J391570	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB0K349145	3/1/2026	3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Contractors Pollution Liability			ZCC16R31728	6/26/2026	3/1/2027	Pollution Liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 26-PW11 Asphalt Pavement Preservation and Rejuvenation Project
Certificate Holder is included as an additional insured as required by written contract. It is further agreed that a waiver of subrogation applies in favor of the certificate holder as required by written contract.
10 day notice of cancellation for non-payment and 30 days for all other reasons applies

CERTIFICATE HOLDER

City of Milton
2006 Heritage Walk
Milton 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

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The ACORD name and logo are registered marks of ACORD

“EXHIBIT C”

See Exhibits “A” and “B”

"EXHIBIT D.1"

PERFORMANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Pavement Technology, Inc. (OHIO) ("Principal"), and Travelers Casualty and Surety Company of America ("Contractor's Surety"), are held and firmly bound unto City of Milton, Georgia ("City"), for the use and benefit of the City, in the sum of Two Hundred Twenty-eight Thousand Four Hundred Ninety-six Dollars and Ninety-two Cents ($228,496.92), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as ITB 26-PW11, Asphalt Pavement Preservation and Rejuvenation Project: (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Agreement").

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

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Agreement, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of

any and all of the terms, provisions, and requirements of the Agreement, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Agreement by the Principal, which shall include, but not be limited to, any breach or default of the Agreement:

   a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and

   b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR ("Principal"):

Pavement Technology, Inc. (OHIO)

By: _____ (signature)

Susan Durante (print)

Title: Secretary/Treasurer (SEAL)

Date: 10/2/26

Attest:

_____ (signature)

Debbie Cancelliere (print)

Title: Contracts Manager

Date: 10/2/26

CONTRACTOR'S SURETY:

Travelers Casualty and Surety Company of America

By: _____ (signature)

Marissa Llorada (print)

Title: Attorney-in-Fact (SEAL)

Date: 1st day of October, 2026

Attest:

_____ (signature)

MacKenzie Griffiths (print)

Title: Witness

Date: 10/1/26

(ATTACH SURETY'S POWER OF ATTORNEY)

"EXHIBIT D.2"

PAYMENT BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Pavement Technology, Inc. (OHIO) ("Principal"), and Travelers Casualty and Surety Company of America ("Contractor's Surety"), are held and firmly bound unto City of Milton, Georgia ("City"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of Two Hundred Twenty-eight Thousand Four Hundred Ninety-six Dollars and Ninety-two Cents ($228,496.92), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as ITB 26-PW11, Asphalt Pavement Preservation and Rejuvenation Project: (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Agreement").

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Pavement Technology, Inc. (OHIO)

By: _____ (signature)

Susan Durante (printed)

Title: Secretary/Treasurer (SEAL)

Date: 10/2/26

Attest:

Debbie Cancelliere (signature)

Debbie Cancelliere (printed)

Title: Contracts Manager

Date: 10/2/26

CONTRACTOR'S SURETY:

Travelers Casualty and Surety Company of America

By: _____ (signature)

Marissa Llorada (print)

Title: Attorney-in-Fact (SEAL)

Date: 1st day of October, 2026

Attest:

Mackenzie Griffiths (signature)

Mackenzie Griffiths (printed)

Title: witness

Date: 10/1/26

(ATTACH SURETY'S POWER OF ATTORNEY)

"EXHIBIT D.3"

MAINTENANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Pavement Technology, Inc. (OHIO) (as CONTRACTOR, hereinafter referred to as the "Principal"), and Travelers Casualty and Surety Company of America (as SURETY COMPANY, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto the City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City for maintenance of improvements as described below in the sum of Seventy-six Thousand, One Hundred Sixty-five Dollars and Sixty-four Cents ($76,165.64), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the City for the construction of a project known as ITB 26-PW11, Asphalt Pavement Preservation and Rejuvenation Project: (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

WHEREAS, said Project has been approved by the City of Milton, under the terms that a maintenance bond is required of said Principal and good and sufficient surety payable to the City, and conditioned that the Principal shall, for a period of two (2) years beginning on the date of final completion of the Project, repair and replace any defects arising from the Project in accordance with all applicable federal and state laws, with the Agreement, and with all applicable City regulations, including but not limited to the Code of Ordinances for the City of Milton, Georgia,

in force as of the date of said approval.

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

1. That if the Principal shall repair and replace any and all defects arising from the Project, whether resulting from defective materials or defective workmanship, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance by the Principal;

   a. The Contractor's Surety shall commence performance of its obligations and undertakings under this bond no later than thirty (30) days after written notice from the City to the Contractor's Surety;

   b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this bond shall be subject to the advance written approval of the City.

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

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

CONTRACTOR ("Principal"):

Pavement Technology, Inc. (OHIO)

By: _____ (signature)

Susan Durante (print)

Title: Secretary/Treasurer (SEAL)

Date: 10/2/26

Attest:

_____ (signature)

DebbieCancelliere (print)

Title: Contracts Manager

Date: 10/2/26

CONTRACTOR'S SURETY:

Travelers Casualty and Surety Company of America

By: _____ (signature)

Marissa Llorada (print)

Title: Attorney-in-Fact (SEAL)

Date: 1st day of October, 2026

Attest:

_____ (signature)

Mackenzie Griffiths (print)

Title: witness

Date: 10/1/26

(ATTACH SURETY'S POWER OF ATTORNEY)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Marissa Llorada** of **FAIRVIEW PARK**, **Ohio**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February**, **2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **October**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY

WHEREAS, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF CONNECTICUT (CT), HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

CASUALTY (INCLUDING WORKERS COMPENSATION); MARINE AND TRANSPORTATION; PROPERTY; SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY IS EFFECTIVE AT **12:00 AM JULY 1, 2025** AND EXPIRES AT **11:59 P.M. ON JUNE 30, 2026**, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, APRIL 24, 2025

JOHN F. KING
COMMISSIONER OF INSURANCE

LICENSE NUMBER: 20001488
NAIC NUMBER: 31194

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,600,841,058	LOSSES	$ 1,735,139,597
STOCKS	117,961,887	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,862	OTHER EXPENSES	72,968,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,898,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,946
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	842,673
		TOTAL LIABILITIES	$ 4,037,482,608
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,370,889,801
TOTAL ASSETS	$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	$ 6,408,372,409

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

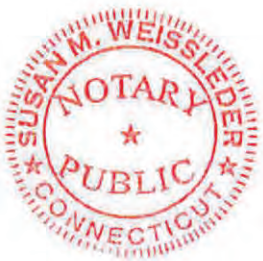
Peter Gamer

VICE PRESIDENT – CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/03/2026
Effective 04/02/2026
Expires 04/01/2027

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2025 that it has admitted assets in the amount of $6,408,372,409, liabilities in the amount of $4,037,482,608, and surplus of at least $2,370,889,801.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

"EXHIBIT E"
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Ohio
COUNTY OF Cuyahoga

Susan Durante, being first duly sworn, deposes and says that:

(1) He is Secretary/Treasurer (Owner, Partner, Officer, Representative, or Agent) of Pavement Technology, Inc. (OHIO) (the "Bidder") that has submitted the attached Bid;

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

(3) Such Bid is genuine and is not a collusive of sham Bid;

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

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

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

Signature of Authorized Officer or Agent

Susan Durante, Secretary/Treasurer
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF September, 2026.

Elizabeth Mielcusny
Notary Public

[NOTARY SEAL]

My Commission Expires:

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2030

“EXHIBIT F”

FINAL AFFIDAVIT

STATE OF _____
COUNTY OF _____

TO CITY OF MILTON, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by Pavement Technology, Inc. (OHIO) or any of its subcontractors in connection with the construction of the Asphalt Rejuvenation Project for City of Milton, Georgia have been paid and satisfied in full as of _____, 20_____, and that there are no outstanding obligations or claims of any kind for the payment of which City of Milton, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this ____ day of _____, 20____._____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

_____
Notary Public

[NOTARY SEAL]

My Commission Expires

_____

"EXHIBIT G.1"

STATE OF Ohio
COUNTY OF Cuyahoga

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 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:

705855
Federal Work Authorization User Identification Number

March 13, 2015
Date of Authorization

Pavement Technology, Inc. (OHIO)
Name of Contractor

Asphalt Pavement Preservation and Rejuvenation Project
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 September 25, 20 26 in Westlake (city), Ohio (state).

Signature of Authorized Officer or Agent

Susan Durante, Secretary/Treasurer
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF September, 20 26.

Elizabeth Mielcusny
Notary Public

[NOTARY SEAL]

My Commission Expires:

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2030

"EXHIBIT G.2"

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Pavement Technology, Inc. (OHIO) 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

Asphalt Pavement Preservation and Rejuvenation Project
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:

_____

"EXHIBIT H"

ADDITIONAL PAYMENT TERMS

A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

(i) "Substantial Completion" means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).

(ii) "Minor Item" means a portion or element of the Work that can be totally complete within thirty (30) calendar days.

(iii) "Permitted Incomplete Work" means Work that is incomplete through no fault of the Contractor, as determined by the City in its sole discretion.

(iv) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. Payment for Work Completed and Costs Incurred. City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the City that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the City (which approval shall be given at the sole discretion of the City), such materials and equipment suitably stored, insured, and protected off site at a location approved by the City in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The City shall pay the Contractor within thirty (30) calendar days after approval of the invoice by City staff, less any retainage as described in Section D below. No payments

will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the City a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and City in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the City. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the City shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the City in its sole discretion. The City shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the City, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the City of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

D. Final Payment and Retainage. The City and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the City. Payment for the remaining five percent (5%) of Work completed and covered by such invoices shall be retained by the City until Substantial Completion. Once fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the City, no additional retainage shall be withheld, except as provided below. All amounts retained by the City shall be held as a lump sum until Substantial Completion of the Work, regardless of earlier completion of individual component(s) of the Work; provided, however, that, at the discretion of the City and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the City, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. At Substantial Completion of the Work and as the

Contract Administrator determines the Work to be reasonably satisfactory, the City shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the City, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the City, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the City; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or City property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or

waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the City. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

"EXHIBIT I"

Contractor Responsibility for Project and Worksite During Construction

1. Maintenance of Worksite: The Contractor shall maintain the Project and the surrounding worksite from the Commencement Date until Final Completion of the Project. Such maintenance duties include, but shall not be limited to, continuous and effective prosecution of the Work day by day with adequate equipment and forces to ensure that the roadway or structures within the Project worksite are kept in satisfactory condition at all times. All existing guard rail, signs, pavement, pavement markings, bridge handrail, traffic control devices and other safety appurtenances that are not subject to removal or relocation in the completion of the Work shall also be maintained in a safe and satisfactory condition. The Contractor shall not allow vegetative growth at any time to obstruct signs, delineation, traffic movements, or sight distance. The Contractor shall, as necessary to keep the worksite clean and clear of all litter and debris, clean up and remove litter and debris. The Contractor shall, at intervals not to exceed 6 months, remove all weeds from around guard rail, barrier, poles, standards, utility facilities, and other structures, and cut or trim trees, bushes, or tall grass. These requirements shall apply to all areas within the Project worksite (i.e., the Project termini and lateral limits). All maintenance costs during construction and before the Work is accepted will be included in the Maximum Contract Price (and any individual flat fee or unit prices), and the Contractor will not be paid any additional compensation for such maintenance services.

2. Repair of Worksite and Private Property In the Case of Damage: From the Commencement Date until the Final Completion, the Contractor shall take every precaution against injury or damage to any part of the Project and the surrounding worksite by any cause whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Project or the worksite (with the exception of injury or damage caused by the sole negligence of the Owner) before Final Completion and shall bear the expense thereof. In case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at its expense. Where the City elects to carry out a portion of the Work, in accordance with Section 11(A)(ii) of the Agreement, the City will determine if certain precautions are unnecessary and may be waived in that instance. The Contractor shall also take every precaution against injury or damage to private property in or around the worksite and shall repair or replace any private property damaged (directly or indirectly) by the Work. For purposes of progress payments and retainage calculation, and except where otherwise approved by the City in writing, damage to the Project or the worksite shall be repaired to the satisfaction of the City before the Work shall be deemed to have increased in value such that any further progress payments are due to the Contractor. Further, except where otherwise approved by the City in writing, any damage to private property in or around the worksite, which damage is caused by the Contractor, shall be repaired or otherwise addressed to the satisfaction of the City before the Work shall be deemed to have increased in value such that any further progress payments are due to the Contractor.

3. Roadway Maintenance and Repair Duties in Relation to Traffic Activity: If the Project requires that traffic be maintained through the Project worksite during the prosecution of the Work, the Contractor shall assume all responsibility for damage to the Project and surrounding worksite caused by such traffic until Final Completion of the Work. If the Work requires that traffic be relocated to an alternate roadway or the Project is constructed on a new location, the Contractor shall be responsible for all damage to the Project and the worksite until the City directs that the Project be opened to traffic. At that time, the Contractor will no longer be responsible for traffic-related damage to the Project or worksite other than damage attributable to the Contractor's actions or inadequate construction.

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Communications	Greg Botelho
SECTION OF AGENDA:	Reports & Presentations	October 13, 2026
AGENDA ITEM TITLE:	Proclamation Recognizing the Exemplary, Impactful Service and Dedication of Retiring Speaker Pro Tem Jan Jones	
STATEMENT OF PURPOSE:	This proclamation salutes Jan Jones, the so-called "Mother of Milton" and longtime State Representative for our community, ahead of her upcoming retirement from public service.	
FINANCIAL IMPACT:	There is no financial impact.	
RECOMMENDED ACTION:	Approve and authorize the Mayor to execute this proclamation celebrating Speaker Pro Tem Jones and highlighting her many contributions to our community	

EXECUTIVE SUMMARY:

Jan Jones has been a stalwart in our community for decades. After her November 2002 election to the State House of Representatives, Jones worked tireless behind the scenes and in the public spotlight to advance legislation that led to the City of Milton's 2006 incorporation. These efforts led some to label her the "Mother of Milton," a title she has proven herself worthy given everything she done for the best our city and its people over a quarter-century. The State House of Representatives Speaker Pro Tem since 2010, Jones is retiring from that role and from public service in the coming months. This proclamation represents an opportunity for the City of Milton to publicly thank Jones for her strong partnership, committed effort, and enduring legacy in our community.

PURPOSE/BACKGROUND:

As the State Representative whose territory covers most of Milton, Jan Jones has been making a difference for 25 years in our community and across the State of Georgia. From procuring tax savings for seniors to securing local control of the Highway 9 project to bolstering educational opportunities for Georgia children to resolving countless inquiries from City officials and citizens, Jones has stepped up effectively again and again. Her aptitude, attitude, and leadership abilities led her fellow representatives to elect Jones as Speaker Pro Tem in 2010, a position she has held ever since. Jones announced earlier this year that she'd be leaving the State House in order to spend more time with her husband Kalin, their four children, and their growing brood of children. While the City of Milton is sad to see her ago, our overwhelming sentiment at this moment is sincere gratitude for the tremendous professionalism, strong relationships, and profound impact she has made.

STAFF ANALYSIS:

Jan Jones is one of the most impactful figures in the history of Milton. As such, she deserves our wholehearted praise and appreciation for everything she has done for our city and its citizens. This proclamation is just one of many ways we can express our gratitude.

REVIEWS & APPROVALS:

Financial Review: N/A
Legal Review: N/A
Concurrent Review: Steve Krokoff, City Manager

Steven Krokoff
Steven Krokoff (Oct 15, 2026 15:57:44 EDT)

ATTACHMENT(S): Proclamation

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	October 19, 2026
	Unfinished Business	November 2, 2026
AGENDA ITEM TITLE:	Consideration of an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.	
STATEMENT OF PURPOSE:	The purpose of this agenda item is to adopt the Metro Water District Water Efficiency Code Requirements following completion of the Georgia Department of Community Affairs review.	
FINANCIAL IMPACT:	There is no direct financial impact to the City associated with adoption of the ordinance.	
RECOMMENDED ACTION:	Approve an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.	

EXECUTIVE SUMMARY:

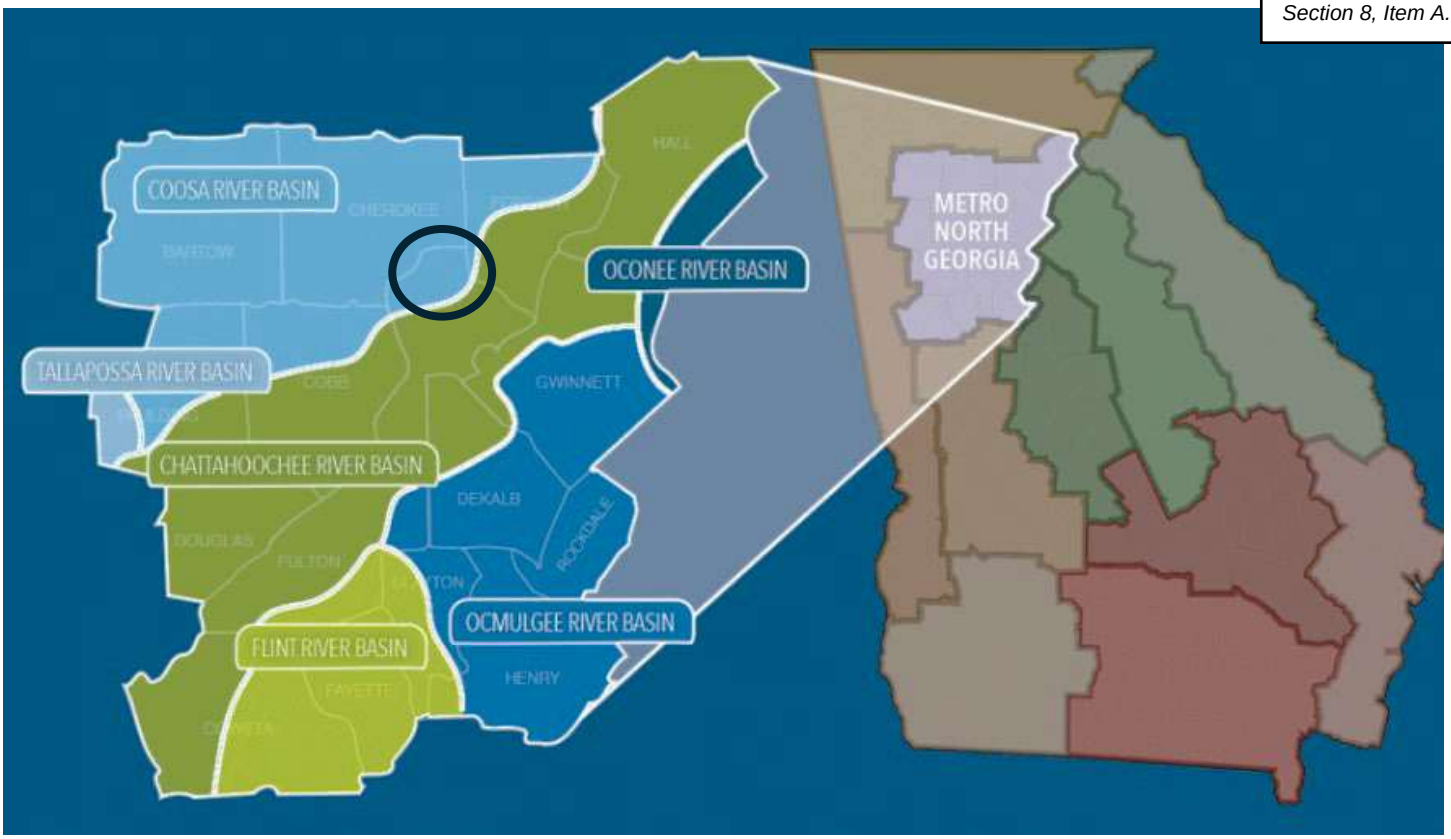
The City of Milton is one of more than 90 municipalities within the Metropolitan North Georgia Water Planning District, a regional water planning district established by the Georgia General Assembly. As a municipality within the District, Milton is required to comply with the District's 2022 Water Resources Management Plan, which requires all member jurisdictions to adopt and maintain the Metro Water District Water Efficiency Code Requirements as local amendments to the Georgia State Minimum Standard Plumbing Code. During the City's 2026 Metro Water District audit, Georgia Environmental Protection Division identified that Milton had not yet adopted the required amendments, resulting in an outstanding compliance item.

The proposed plumbing code amendment has completed review by the DCA and is now presented for Council adoption.

This action is not a discretionary policy decision. This ordinance implements the required water efficiency standards following completion of the Georgia Department of Community Affairs (DCA) review.

PURPOSE/BACKGROUND:

The Metropolitan North Georgia Water Planning District (Metro Water District) is a regional water planning district created by the Georgia General Assembly. The District includes 15 counties and more than 90 municipalities, including the City of Milton.



The map above shows the Metro North Georgia area and the counties included in the District. Milton is approximately located within the circled area on the map.

As a member jurisdiction of the Metropolitan North Georgia Water Planning District, Milton is required to implement applicable provisions of its 2022 Water Resources Management Plan. These include the Water Efficiency Code Requirements. EPD's June 10 audit letter requested documentation that the City had adopted the required plumbing amendment.

The proposed plumbing code amendment has completed review by the Georgia DCA and is now presented for Council adoption to implement the required water efficiency standards.

STAFF ANALYSIS:

The proposed ordinance addresses the identified water conservation compliance item. The code amendments are included as Exhibit A to the ordinance.

The amendment incorporates the Metro Water District's Water Efficiency Code Requirements into the City's implementation of the Georgia State Minimum Standard Plumbing Code. These requirements establish enhanced water efficiency standards for applicable construction and installations. DCA review is complete, and staff recommends adoption.

FINANCIAL IMPACT:

There is no direct financial impact to the City associated with adoption of the ordinance.

ALTERNATIVES CONSIDERED:

The City does not have discretion to decline compliance with the Metropolitan North Georgia Water Planning District's 2022 Water Resources Management Plan while remaining in compliance with applicable state and

regional requirements. Failure to approve the Ordinance would not eliminate the City's obligation to i
required Water Efficiency Code Requirements; it would only delay the City's ability to achieve compliance.

LEGAL AND REGULATORY CONSIDERATIONS:

O.C.G.A. § 8-2-25 establishes the process for adopting local amendments to the Georgia State Minimum Standard Codes. DCA review of the proposed plumbing amendment is complete, and the amendment is now presented for local adoption.

OPERATIONAL IMPACT:

Following the ordinance's effective date, staff will apply the adopted water efficiency standards through applicable plan review and inspection procedures. Implementation will support the City's water conservation efforts and help address the identified Metro Water District audit finding. Staff will update review procedures and provide guidance to applicants and contractors on the new requirements.

COMMUNITY/STAKEHOLDER IMPACT:

The amendments support water conservation by establishing clear requirements for applicable plumbing installations. Builders, designers, and plumbing contractors will need to account for these requirements in applicable projects and operations.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #1, Goal #3 – Protect and Enhance Milton's Natural Environment.

STAFF RECOMMENDATION:

Approval of an Ordinance to Amend Section 10-22 (State Minimum Standards Adopted) of Chapter 10 (Building Regulations) of the Milton Code.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 8, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Ordinance
Exhibit A

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE _____

AN ORDINANCE TO AMEND SECTION 10-22 (STATE MINIMUM STANDARDS ADOPTED) OF CHAPTER 10 (BUILDING REGULATIONS) OF THE MILTON CODE

BE IT ORDAINED by the City Council of the City of Milton, GA, while in a regularly called council meeting on November 2, 2026, at 6:00 p.m., as follows:

SECTION 1. That the amendments to Section 10-22 (State minimum standards adopted) of Chapter 10 (Building Regulations) of the Milton Code as shown in Exhibit "A" are hereby adopted and approved; and

SECTION 2. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed; and

SECTION 3. That this Ordinance shall become effective upon its adoption.

ORDAINED this the 2nd day of November, 2026.

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

EXHIBIT "A"

Sec. 10-22. State minimum standards adopted.

(a) The city adopts, by reference, as if fully set forth herein, the latest edition of the following Georgia State Minimum Standard Codes as adopted and amended by the state department of community affairs, as follows:

(1) International Building Code;

(2) International Fuel Gas Code;

(3) International Mechanical Code;

(4) International Plumbing Code, as amended as described in Section 10-22(g);

(5) National Electrical Code;

(6) International Fire Code;

(7) International Energy Conservation Code; and

(8) International Residential Code.

(b) The following codes, the latest editions as adopted and amended by the state department of community affairs, are hereby adopted by reference as though they were copied herein fully:

(1) International Existing Building Code; and

(2) Standard Swimming Pool Code.

(c) The most recent edition of the following code is adopted insofar as it does not conflict the Georgia State Minimum Standard Codes: International Unsafe Building Abatement Code.

(d) The city also adopts the state minimum standard codes as defined by O.C.G.A. § 8-2-20(9).

(e) For all permits granted or approved by Fulton County under earlier versions of any or all of these codes, it is hereby declared to be the intention of the council to enforce this code under which the project was approved.

(f) The codes described in this section may also be referred to as the city "building codes," "construction codes," or "technical codes."

(g) The Georgia State Minimum Standard Plumbing Code is amended as follows:

(1) Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

Kitchen faucet or kitchen faucet replacement aerator. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8~~2.0~~ gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

Lavatory faucet or lavatory faucet replacement aerator. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2~~5~~ gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

Landscape irrigation.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

EXHIBIT "A"

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

Shower head. A shower head that allows a flow of no more than ~~the~~ an average of 2.0~~5~~ gallons of water per minute at 8~~6~~0 pounds per square inch of pressure, ~~and~~ is listed in the WaterSense Specification for Showerheads, and meets the US Department ~~Definition~~ of Energy definition of showerhead.

(2) Chapter 6, Section 604.4 Maximum Flow and Water Consumption. Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:
1. Blowout design water closets having a water consumption not greater than $3^1/_2$ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than $4^1/_2$ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and ~~,~~ ~~S~~service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

EXHIBIT "A"

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY[b]
Lavatory faucet and replacement aerators, private	WaterSense Labeled & 1.2~~5~~ gpm at 60 psi[f]
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead[a]	WaterSense Labeled & ~~2.5~~2.0 gpm at 80~~60~~ psi[f]
Kitchen ~~Sink~~ faucet and replacement aerators	~~2.0~~1.8 gpm at 60 psi[f,g]
Urinal	0.5 gallon per flushing cycle[f]
Water closet	1.28 gallons per flushing cycle[c, d, e, f]

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

EXHIBIT "A"

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO3 exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:
1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:
1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
(a) a WaterSense irrigation controller; and
(b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal

EXHIBIT "A"

flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

(3) Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems. Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment systemfacility permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

(4) Appendix E, Section E101.1.2. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	October 19, 2026
	Unfinished Business	November 2, 2026
AGENDA ITEM TITLE:	Consideration of an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.	
STATEMENT OF PURPOSE:	The purpose of this agenda item is to amend the City's car wash water recycling requirements to specify a minimum recycling rate of 50% and address the related Metro Water District audit finding.	
FINANCIAL IMPACT:	There is no direct financial impact to the City associated with adoption of the ordinance.	
RECOMMENDED ACTION:	Approve an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.	

EXECUTIVE SUMMARY:

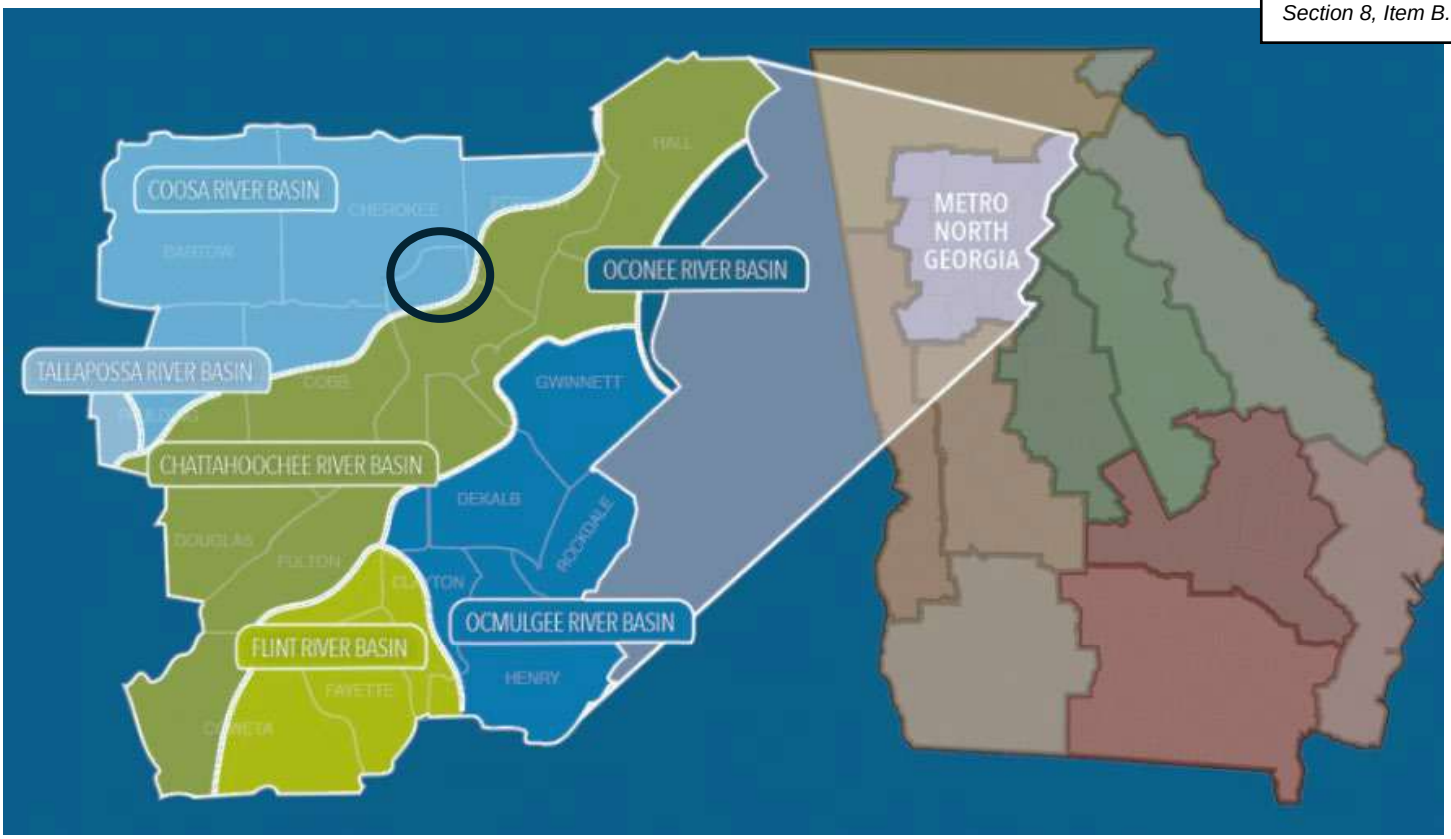
The City of Milton is one of more than 90 municipalities within the Metropolitan North Georgia Water Planning District, a regional water planning district established by the Georgia General Assembly. As a municipality within the District, Milton is required to comply with the District's 2022 Water Resources Management Plan, which includes water recycling requirements for new conveyor car washes.

EPD's June 10, 2026 audit letter identified that Milton's existing car wash ordinance requires recycled water systems but does not specify the required minimum recycling rate of 50%. The proposed ordinance amends Chapter 58, Article IV, to expressly establish that minimum for applicable in-bay automatic and conveyor car washes.

This action is not a discretionary policy decision. This ordinance implements the required car wash water recycling standards.

PURPOSE/BACKGROUND:

The Metropolitan North Georgia Water Planning District (Metro Water District) is a regional water planning district created by the Georgia General Assembly. The District includes 15 counties and more than 90 municipalities, including the City of Milton.



The map above shows the Metro North Georgia area and the counties included in the District. Milton is approximately located within the circled area on the map.

As a member jurisdiction of the Metropolitan North Georgia Water Planning District, Milton is required to implement applicable provisions of its 2022 Water Resources Management Plan. These include requirements for water recycling at new conveyor car washes. EPD's June 10 audit letter noted that Milton's existing car wash ordinance did not specify the required 50% recycling rate.

The proposed car wash revisions address the separate audit finding by expressly stating the minimum recycling rate in the definition, purpose, and operational requirements of Article IV.

STAFF ANALYSIS:

The proposed ordinance addresses the identified water conservation compliance item. The code amendments are included as Exhibit A to the ordinance.

The proposed revisions to Sections 58-175, 58-176, and 58-178 specify that recycled water systems must capture, recycle, and reuse a minimum of 50% of the water used. The definition measures recycling per vehicle wash cycle, and the operational requirement addresses water used in wash and rinse cycles.

The proposed Article IV retains its applicability to in-bay automatic and conveyor car washes permitted and constructed after January 1, 2011. It also retains the exemptions for facilities permitted or constructed before that date and for self-service car washes.

FINANCIAL IMPACT:

There is no direct financial impact to the City associated with adoption of the ordinance.

ALTERNATIVES CONSIDERED:

The City does not have discretion to decline compliance with the Metropolitan North Georgia Water Planning District's 2022 Water Resources Management Plan while remaining in compliance with applicable state and regional requirements. Failure to approve the Ordinance would not eliminate the City's obligation to implement the required minimum car wash water recycling rate; it would only delay the City's ability to achieve compliance.

LEGAL AND REGULATORY CONSIDERATIONS:

The car wash revisions address the separate water recycling requirement identified in EPD's audit letter. Adoption and implementation of these provisions will support the City's compliance with the Metro Water District's Water Resources Management Plan.

OPERATIONAL IMPACT:

Following the ordinance's effective date, staff will apply the clarified 50% water recycling requirements through applicable plan review and inspection procedures. Implementation will support the City's water conservation efforts and help address the identified Metro Water District audit finding. Staff will update review procedures and provide guidance to applicants and contractors on the new requirements.

COMMUNITY/STAKEHOLDER IMPACT:

The amendments support water conservation by establishing clear requirements for applicable car wash recycling systems. Builders, designers, plumbing contractors, and affected car wash owners and operators will need to account for these requirements in applicable projects and operations.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #1, Goal #3 – Protect and Enhance Milton's Natural Environment.

STAFF RECOMMENDATION:

Approval of an Ordinance to Amend Chapter 58, Article IV, Car Wash Water Recycling.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 8, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Ordinance
Exhibit A

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE _____

AN ORDINANCE TO AMEND ARTICLE IV (CAR WASH WATER RECYCLING) OF CHAPTER 58 (UTILITIES) OF THE MILTON CODE

BE IT ORDAINED by the City Council of the City of Milton, GA, while in a regularly called council meeting on November 2, 2026, at 6:00 p.m., as follows:

SECTION 1. That the amendments to Article IV (Car wash water recycling) of Chapter 58 (Utilities) of the Milton Code as shown in Exhibit "A" are hereby adopted and approved; and

SECTION 2. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed; and

SECTION 3. That this Ordinance shall become effective upon its adoption.

ORDAINED this the 2nd day of November, 2026.

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

EXHIBIT "A"

ARTICLE IV. CAR WASH WATER RECYCLING

Sec. 58-175. Definitions.

The following words and phrases, whenever used in this article, have the meaning defined in this section:

Conveyor car wash means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.

In-bay automatic car wash means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.

Recycled water system means a water system that captures and reuses water, regardless of the source, previously used in wash or rinse cycles.

Self-service car wash means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

Sec. 58-176. Purpose and intent.

The purpose of this article is to reduce water consumption from commercial car wash facilities by requiring all new in-bay and conveyor car washes to install and maintain operational recycled water systems that recycle at least fifty percent (50%) of the water used.

Sec. 58-177. Applicability.

This article applies to all new in-bay automatic car washes and conveyor car washes permitted and constructed after January 1, 2011. The provisions of this article do not apply to in-bay car washes and conveyor commercial car washes that were permitted or constructed before January 1, 2011. The provisions of this article do not apply to self-service car washes.

Sec. 58-178. Commercial car wash water recycling requirement.

All new in-bay automatic car washes and conveyor car washes, permitted and constructed after January 1, 2011 must install operational recycled water systems capable of capturing, recycling, and reusing a minimum of fifty percent (50%) of the total water used in the wash and rinse cycles.

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	City Manager	Bernadette Harvill Bernadette Harvill
SECTION OF AGENDA:	Public Hearing ABL	October 19, 2026
AGENDA ITEM TITLE:	Consideration of the Issuance of an Alcohol Beverage License to The Local Pour LLC dba The Stone House Tap, 12595 Crabapple Road, Milton, Georgia 30004	
STATEMENT OF PURPOSE:	The issuance of a new alcohol beverage license in the City of Milton requires a public hearing and approval of City Council.	
FINANCIAL IMPACT:	There is positive fiscal impact related to annual license fees.	
RECOMMENDED ACTION:	Approval.	

EXECUTIVE SUMMARY:

City of Milton Code of Ordinances Chapter 4 allows for the issuance of alcohol beverage licenses to businesses that properly submit an application for and meet all the legal requirements to hold such license. This application is submitted due to the sale of the business to new owners.

Staff has processed the application, has placed advertisements in the Milton Herald for 10/8/2026 and 10/15/2026 and recommends issuance of the applicable license for:

Business Name: The Local Pour LLC dba The Stone House Tap

Contact Name: Michael Zevitas

Business Address: 12595 Crabapple Road, Milton, Georgia 30004

Type of License: Consumption On-Premises – Wine, Malt Beverages, Distilled Spirits
On-Premises Sunday Sales
Resident Caterer

FINANCIAL IMPACT:

There is a positive fiscal impact related to annual license fees.

ALTERNATIVES CONSIDERED:

Denial of the license should the establishment not meet the requirements per Chapter 4 of the Milton Code of Ordinances for the given license(s). That is not the circumstances of this issuance as staff has confirmed compliance.

LEGAL AND REGULATORY CONSIDERATIONS:

This application is in compliance with City code.

OPERATIONAL IMPACT

Licensed establishments contribute to the tax base and align with broader economic development goals.

COMMUNITY/STAKEHOLDER IMPACT:

The issuance of an alcoholic beverage license can have meaningful impacts on the surrounding community and key stakeholders. For local residents, it may enhance neighborhood vitality by supporting restaurants and gathering spaces, contributing to a more active and attractive environment. For the business community, it can improve economic viability, attract additional investment, and support job creation.

STRATEGIC ALIGNMENT:

The issuance of alcohol beverage licenses supports the City's economic development initiatives while also contributing to the diversification of its revenue streams.

STAFF RECOMMENDATION:

Approval.

REVIEWS & APPROVALS:

Community Development Review: Sara Leaders, Community Development Director
Legal Review: Advertising template approved by Brittany Taylor, Jarrard & Davis – September 10, 2026
Concurrent Review: Steve Krokoff, City Manager

Steven Krokoff
Steven Krokoff (Oct 13, 2026 11:29:14 EDT)

ATTACHMENTS:

PowerPoint presentation.

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Public Hearing	October 19, 2026
AGENDA ITEM TITLE:	Consideration of a Resolution Enacting and Extending for Up to Sixty (60) Days a Moratorium Within the South Deerfield Study Area Barring the Acceptance of Certain Zoning, Land Use, Site Plan, and Land Disturbance Applications; Providing for Limited Exceptions; Directing a Focused Review of the Area's Vision, Land Use, Development Standards, Infrastructure, and Implementation Tools; and for Other Lawful Purposes.	
STATEMENT OF PURPOSE:	The purpose of this agenda item is to conduct the advertised public hearing and consider extending the existing temporary moratorium within the South Deerfield Study Area for up to 60 additional days to allow continued evaluation and development of coordinated recommendations for Council.	
FINANCIAL IMPACT:	There is no direct financial impact associated with the proposed resolution. Any future expenditures resulting from the focused review would require separate consideration and approval.	
RECOMMENDED ACTION:	Following the public hearing, approve the resolution continuing the existing moratorium without interruption for up to 60 additional days.	

EXECUTIVE SUMMARY:

The South Deerfield area is an important employment and commercial center that also includes land planned for a future athletic park. The City is developing concept plans and considering coordinated public and private investment within the area generally bounded by State Route 9, Webb Road, Georgia State Route 400, and Windward Parkway, as depicted on Exhibit A.

On September 21, 2026, Council adopted a temporary 30-day moratorium on the acceptance of specified development applications within the South Deerfield Study Area. The City, Development Authority, staff, and consultants have begun the focused review, but additional time is needed to continue evaluating the area and develop coordinated recommendations.

Notice of the October 19 public hearing was published in accordance with applicable notice requirements. Following the hearing, Council will consider a resolution continuing the existing moratorium without interruption for up to 60 additional days from adoption.

The moratorium remains limited to the Study Area and the application types specified in the resolution. It preserves active permits, previously accepted applications, and legally vested rights as provided in the resolution.

PURPOSE/BACKGROUND:

South Deerfield is an important employment and commercial center and a significant component of the City's economic base. The City is developing concept plans and considering coordinated public and private investment within the area generally bounded by State Route 9, Webb Road, State Route 400, and Windward Parkway, as depicted on Exhibit A.

The City has announced the acquisition of property within the Study Area and activated the Deerfield Focused Development Authority to assist with economic-development activities and planning. These efforts warrant a coordinated evaluation of land use, infrastructure, investment, and implementation opportunities.

The initial moratorium provided time to begin this review and advertise a public hearing concerning an additional moratorium period. The proposed resolution would provide up to 60 additional days to continue the work while maintaining existing development conditions. The Development Authority's recommendations remain advisory, and legislative zoning authority remains with Council.

STAFF ANALYSIS:

The proposed resolution would continue the prohibition on accepting new applications within the Study Area for:

- Rezonings and special-use, conditional-use, or use-permit approvals;
- Zoning or use modifications, amendments, or administrative approvals that would authorize a new principal use, increase development intensity, or change an approved site plan;
- Variances associated with new development or material expansion;
- Preliminary plats, site plans, development plans, or comparable development approvals; and
- Land disturbance permits, land development permits, and substantially similar applications or submissions under the UDC.

The moratorium would not affect active permits, applications properly tendered to and accepted by the City before adoption, or legally vested rights.

Community Development and the Deerfield Focused Development Authority, in consultation with the City Attorney and appropriate staff and consultants, would continue evaluating the area's vision, land uses, zoning, development intensity, design and performance standards, transportation and utility infrastructure, public facilities, open space, economic-development tools, property acquisition and disposition strategies, phasing, and implementation measures.

The moratorium would terminate at the earliest of: 11:59 p.m. on the 60th day following adoption; Council adoption of an ordinance, resolution, plan, or other action contemplated by the focused review; Council repeal or termination of the moratorium; or Council approval of an additional moratorium following the applicable hearing or other process identified by the City Attorney.

FINANCIAL IMPACT:

There is no direct financial impact associated with the proposed resolution. Any future expenditures resulting from the focused review would require separate consideration and approval.

ALTERNATIVES CONSIDERED:

Option 1: Approve the resolution and continue the existing moratorium without interruption for up to 60 additional days.

Option 2: Do not approve the resolution, allowing the existing moratorium to expire under its current t
City to resume accepting affected applications.
Option 3: Modify the proposed resolution for duration, boundaries, application types, exceptions, or other terms of the moratorium.

LEGAL AND REGULATORY CONSIDERATIONS:

The proposed resolution follows publication of the required public notice and will be considered following the October 19 public hearing. It continues a moratorium limited by duration, geography, and application type.

The resolution preserves development under active permits, applications properly tendered to and accepted by the City before enactment, and legally vested rights. The property owner or applicant bears the burden of establishing a vested right. Exhibit A controls the Study Area boundaries if they differ from the narrative description.

Any subsequent legislative changes would require separate consideration under the Georgia Zoning Procedures Law, the Unified Development Code, and other applicable requirements.

OPERATIONAL IMPACT:

Community Development staff would continue screening applications for property within the Study Area and would not accept applications prohibited by the resolution during the extended period. Permits and applications outside its scope would continue to be processed under existing procedures. Staff, the Development Authority, the City Attorney, and appropriate consultants would continue the focused review and present recommendations to Council.

COMMUNITY/STAKEHOLDER IMPACT:

The extension would temporarily affect property owners, developers, businesses, and applicants seeking to submit specified new development applications within the Study Area. The advertised public hearing provides an opportunity to comment before Council considers the extension. Active permits, previously accepted applications, and legally vested rights remain protected as provided in the resolution.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2 – Continue smart land planning and keep Milton unique.

STAFF RECOMMENDATION:

Approval of the resolution continuing the existing moratorium without interruption for up to 60 additional days.

REVIEWS & APPROVALS:

Legal Review: Ken Jarrard, Jarrard & Davis, LLP – October 8, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 14, 2026 14:15:47 EDT)

ATTACHMENTS:

Resolution
Exhibit A - South Deerfield Study Area

STATE OF GEORGIA **RESOLUTION NO. _____**

COUNTY OF FULTON

A RESOLUTION OF THE CITY OF MILTON, GEORGIA ENACTING AND EXTENDING FOR UP TO SIXTY (60) DAYS A MORATORIUM WITHIN THE SOUTH DEERFIELD STUDY AREA BARRING THE ACCEPTANCE OF CERTAIN ZONING, LAND USE, SITE PLAN, AND LAND DISTURBANCE APPLICATIONS; PROVIDING FOR LIMITED EXCEPTIONS; DIRECTING A FOCUSED REVIEW OF THE AREA'S VISION, LAND USE, DEVELOPMENT STANDARDS, INFRASTRUCTURE, AND IMPLEMENTATION TOOLS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Milton, Georgia ("City") is a duly formed political subdivision of the State of Georgia, with all powers attendant thereto; and

WHEREAS, Section 1.12(b)(27) of the City's Charter empowers the City to regulate development within the City limits through zoning and associated land development regulations; and

WHEREAS, the City has adopted the City of Milton Unified Development Code ("UDC"), which regulates zoning, land development, permitting, administration, and related standards within the City; and

WHEREAS, the South Deerfield area is an important employment and commercial center and a significant component of the City's economic base; and

WHEREAS, the City is developing concept plans and considering coordinated public and private investment for the South Deerfield area, generally located near and within the area bounded by State Route 9, Webb Road, Georgia State Route 400, and Windward Parkway, as more particularly shown on Exhibit A attached hereto and incorporated herein (the "Study Area"); and

WHEREAS, the City has announced the acquisition of certain property within the Study Area, which acquisition may materially affect development expectations in and around the property and the City's planning and implementation options for the area; and

WHEREAS, the City Council has activated a Deerfield focused development authority (the "Development Authority") to assist with lawful economic-development functions, which may include property acquisition and disposition, comprehensive market analysis, concept refinement, infrastructure and implementation planning, and recommendations concerning land use, zoning, policy, design, performance standards, and related matters; and

WHEREAS, any planning, policy, or zoning recommendations of the Development Authority will be advisory, and all legislative zoning authority will remain with the City Council, subject to the UDC, the Georgia Zoning Procedures Law, and all other applicable law; and

WHEREAS, the City Council desires to maintain existing development conditions for a brief period so that the Development Authority, Community Development Department, City Attorney, and other appropriate staff and consultants may evaluate the Study Area holistically and present coordinated recommendations for the City Council's consideration; and

WHEREAS, during that limited review period, the filing or processing of new by-right land-disturbance proposals or zoning and land-use applications could create unintended consequences, undermine coordinated planning, or foreclose visioning options before the City has completed its focused review; and

WHEREAS, because the Study Area is economically critical, the City Council intends this moratorium to be geographically focused, limited to specified application types, and of short duration, so as to avoid unnecessary disruption to existing businesses, approved projects, ordinary maintenance, and routine occupancy; and

WHEREAS, a moratorium is a necessary land development tool enabling local governments to suspend the acceptance of specified applications for a reasonable period while it evaluates and updates applicable plans, policies, codes, and regulations; and

WHEREAS, if a moratorium is not in place, there may be filing of new land-development, rezoning, land-disturbance, or related applications within the Study Area that could alter existing conditions, foreclose planning opportunities, create unintended consequences, or limit the City's ability to consider and implement a coordinated vision for the area; and

WHEREAS, maintaining existing development conditions for a brief and defined period will allow the City, the Development Authority, and appropriate City staff and consultants to complete a focused evaluation of the Study Area before new development proposals are accepted and reviewed under the City's existing regulations; and

WHEREAS, on September 21, 2026, the City Council adopted a resolution enacting a temporary thirty (30) day moratorium within the Study Area; and

WHEREAS, during the initial moratorium period, the City, the Development Authority, and appropriate City staff and consultants have begun the focused review described herein, but additional time is reasonably necessary to continue that review and develop coordinated recommendations for the City Council's consideration; and

WHEREAS, following publication of a legal advertisement in accordance with the notice requirements of the Georgia Zoning Procedures Law, the City Council held a public hearing on October 19, 2026, concerning extending the moratorium within the Study Area; and

WHEREAS, Georgia law recognizes that local governments may impose temporary moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant such action, including pursuant to City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); and

WHEREAS, the City Council finds that a sixty (60) day extension of the existing moratorium is reasonably necessary to maintain existing development conditions, appropriately limited in duration and geographic scope, a reasonable exercise of the City's police power, and in the best interests of the public health, safety, and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE MILTON CITY COUNCIL, as follows:

1. The statements set forth in the preamble are incorporated herein by reference and constitute a material part of this Resolution.

2. STUDY AREA: This Resolution applies only to property located within the South Deerfield Study Area depicted on Exhibit A. If the narrative description of the Study Area differs from Exhibit A, Exhibit A shall control.

3. MORATORIUM DURATION: The City of Milton does hereby enact and continue the moratorium enacted on September 21, 2026, without interruption for an additional period not to exceed sixty (60) days following adoption of this Resolution, barring the acceptance of any new application concerning property within the Study Area for: (a) rezoning; (b) special use, conditional use, or use permit approval; (c) a zoning or use modification, amendment, or administrative approval that would authorize a new principal use, increase development intensity, or change an approved site plan; (d) variance approval directly associated with a new development or material expansion; (e) preliminary plat, site plan, development-plan, or comparable development approval; or (f) a land disturbance permit or land development permit, including any substantially similar application or submission under the UDC. City staff shall not accept an application prohibited by this section during the moratorium period.

4. PURPOSE: The purpose of this moratorium is to maintain existing development conditions for a brief period while the City conducts a focused review of the Study Area and considers coordinated recommendations concerning the area's vision, land uses, zoning, development intensity, design and performance standards, transportation and utility infrastructure, public facilities, open space, economic-development tools, property acquisition or disposition strategies, phasing, and other implementation measures.

5. DIRECTION: The Community Development Department and the Deerfield Focused Development Authority, in consultation with the City Attorney and any other appropriate City staff or consultants, are hereby directed to evaluate the matters described in Section 4 and promptly present recommendations to the City Council. Nothing in this Resolution delegates the City's legislative zoning power or authorizes the Development Authority to make a final zoning decision.

6. TERMINATION: This moratorium shall terminate on the earliest of (1) 11:59 p.m. on the sixtieth (60th) day following adoption of this Resolution; (2) adoption by the City Council of an ordinance, resolution, plan, or other action contemplated by the focused land use/visioning review described herein; or (3) repeal or termination of this moratorium by further action of the

City Council; or (4) approval by the City Council of an additional moratorium after any public hearing or other process deemed necessary by the City Attorney.

7. NO IMPAIRMENT: The moratorium imposed herein does not limit the ability of any property owner or developer to continue to develop land and receive permits in accordance with already issued and active permits, or applications for permits or approvals that were properly tendered to and accepted by the City prior to enactment of this Resolution. This Resolution shall not disturb legally vested rights that began before the effective date of this Resolution. The property owner or applicant shall bear the burden of establishing any vested right.

8. SEVERABILITY: The provisions of this Resolution are severable and should any part of this Resolution be deemed by a tribunal of competent jurisdiction to be invalid, such invalidity shall not affect the validity of this Resolution as a whole or any part hereof, other than the part declared to be invalid.

9. EFFECTIVE DATE: This Resolution shall be effective upon a majority vote of the City Council.

SO RESOLVED, the public health, safety and welfare demanding it, this 19th day of October, 2026.

Approved:

_____
Mayor

Attest:
[SEAL]

_____
City Clerk

SOUTH DEERFIELD PARKWAY STUDY AREA

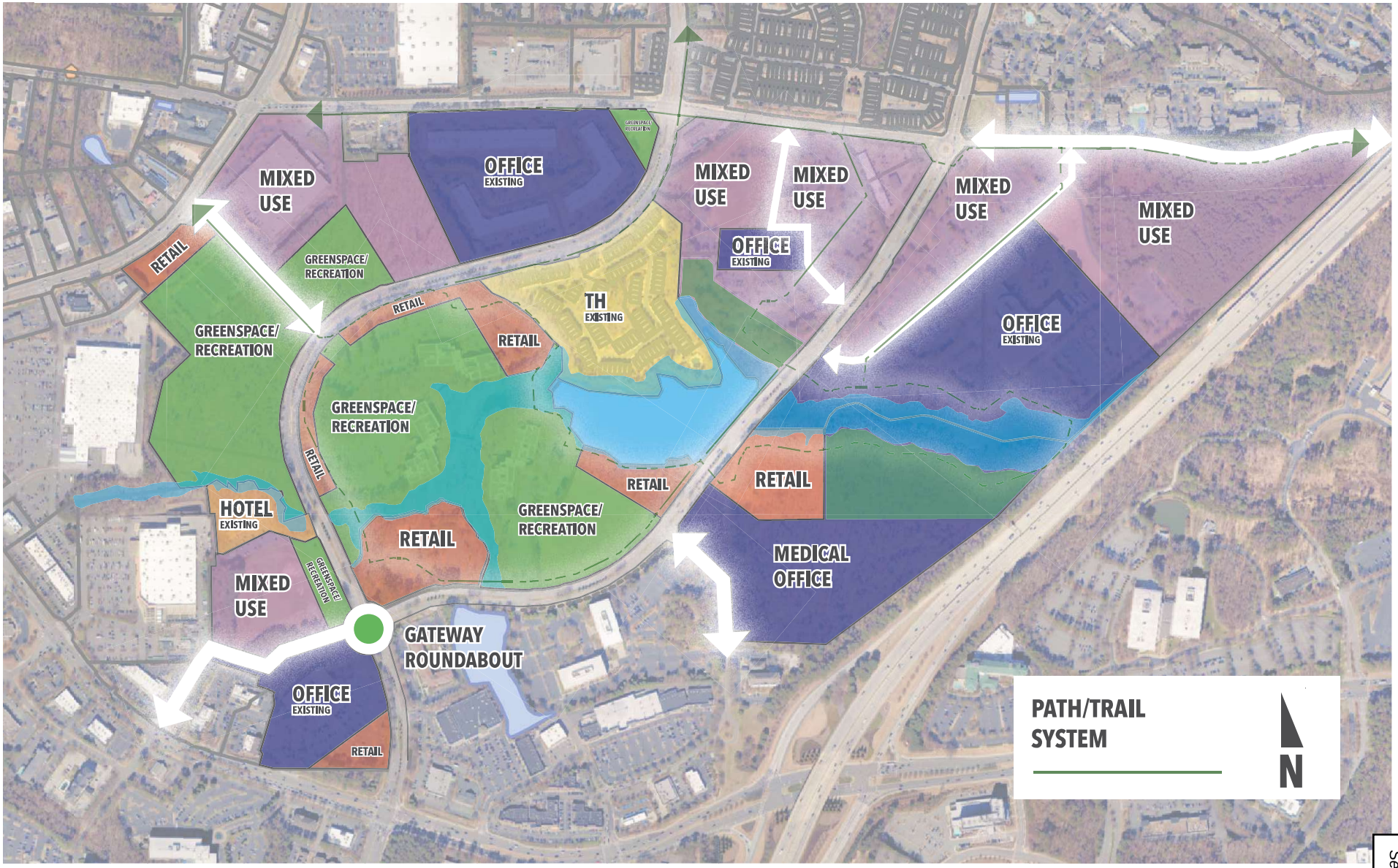


EXHIBIT A

[canvas]

8/17/26

DRAFT DEERFIELD VILLAGE LAND USE PLAN

AGENDA REPORT

MEETING DATE:	October 5, 2026	Regular
DEPARTMENT:	City Manager	Stacey Inglis
SECTION OF AGENDA:	First Presentation	October 5, 2026
	Unfinished Business	October 19, 2026
AGENDA ITEM TITLE:	Consideration of an Ordinance to Amend Chapter 16 of the Milton Code of Ordinances (Elections) to Make Certain Clerical, Technical, and Nonsubstantive Corrections; to Clarify Existing Provisions; and For Other Purposes	
STATEMENT OF PURPOSE:	To obtain City Council approval of limited housekeeping amendments to Chapter 16 of the Milton Code of Ordinances relating to municipal elections.	
FINANCIAL IMPACT:	No financial impact is anticipated.	
RECOMMENDED ACTION:	Approve the ordinance amending Chapter 16 of the Milton Code of Ordinances.	

EXECUTIVE SUMMARY:

The proposed ordinance makes clerical, technical, and clarifying corrections to Chapter 16 of the Milton Code of Ordinances, which governs municipal elections. The revisions address outdated references, internal inconsistencies, and wording that should be clarified to more accurately reflect applicable state law and the City's existing election-administration practices. The amendments are intended as housekeeping revisions only. They do not establish new municipal election policy, alter substantive rights or obligations, or materially change the manner in which the City administers municipal elections.

PURPOSE/BACKGROUND:

During a review of Chapter 16, staff and the City Attorney's Office identified provisions that could be updated for accuracy, readability, and internal consistency. The proposed revisions clarify references to the Georgia Election Code, Fulton County's role in conducting municipal elections, and the respective administrative responsibilities of the county election superintendent and the City Clerk. The revisions also clean up terminology and cross-references relating to election administration. These edits are not intended to change existing City policy or election procedures.

STAFF ANALYSIS:

Staff reviewed the proposed changes with the City Attorney's Office. The review was prompted by language in Section 16-5 concerning the City's coordination of municipal elections with the Fulton County Board of Elections and Registration. As currently written, Section 16-5 combines the City Council's authority to allow Fulton County to conduct municipal elections with the separate agreement needed to implement that arrangement. This wording created uncertainty as to whether the implementing intergovernmental agreement itself was required to be adopted by ordinance. The revisions clarify that Chapter 16 provides the legislative authorization for the City to contract with Fulton County for election services, while a separate intergovernmental agreement establishes the

specific terms of those services and may be approved by resolution or Council motion.

Related edits update terminology, references, and internal provisions so the chapter more accurately reflects the Georgia Election Code and the existing responsibilities of Fulton County and the City Clerk. These changes resolve the ambiguity identified in Section 16-5 and improve the overall clarity and consistency of Chapter 16. They are clerical, technical, and clarifying in nature and are not intended to establish new policy, alter substantive rights or obligations, or materially change the manner in which the City administers municipal elections.

FINANCIAL IMPACT:

No financial impact is anticipated from adoption of the ordinance.

ALTERNATIVES CONSIDERED:

The City Council could retain the existing language. Staff does not recommend this alternative because the proposed amendments correct outdated references and internal inconsistencies and provide clearer language without making a substantive policy change.

LEGAL AND REGULATORY CONSIDERATIONS:

The proposed ordinance and accompanying revisions to Chapter 16 were prepared by the City Attorney's Office. The amendments update outdated references to state law, address internal inconsistencies, and clarify existing provisions so that Chapter 16 more accurately reflects Georgia's Election Code, Title 21 of the Official Code of Georgia Annotated, and the City's existing election-administration practices. The amendments are clerical, technical, clarifying, and nonsubstantive.

OPERATIONAL IMPACT

No material operational impact is anticipated. The revisions are intended to more clearly document existing election-administration responsibilities and practices.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed amendments improve the clarity and accuracy of the City Code for candidates, voters, election officials, and the public. They do not change voter eligibility, candidate rights or obligations, or the City's substantive election policies.

STRATEGIC ALIGNMENT:

The amendments support transparent, accurate, and effective local government by keeping the City Code current, internally consistent, and aligned with applicable law and existing administrative practices.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance amending Chapter 16 of the Milton Code of Ordinances to make clerical, technical, and clarifying corrections.

REVIEWS & APPROVALS:

Financial Review: N/A
Legal Review: Karen Pachuta, 8/24/26

Concurrent Review: Steven Krokoff

ATTACHMENTS:

Ordinance Amending Chapter 16 (Elections), including Exhibit A - Redlined Chapter 16 Revisions

AN ORDINANCE TO AMEND CHAPTER 16 OF THE MILTON CODE OF ORDINANCES (ELECTIONS) TO MAKE CERTAIN CLERICAL, TECHNICAL, AND NONSUBSTANTIVE CORRECTIONS; TO CLARIFY EXISTING PROVISIONS; AND FOR OTHER PURPOSES

WHEREAS, Chapter 16 of the Code of the City of Milton, Georgia, establishes requirements for the administration and conduct of municipal elections as reflected and permitted in Georgia's Election Code, Title 21 of the Official Code of Georgia Annotated; and

WHEREAS, a review of Chapter 16 identified certain outdated references to state law, internal inconsistencies, and sections in need of clarification so that the chapter more accurately reflects Georgia's Election Code and the City's existing election-administration practices; and

WHEREAS, the proposed amendments consist of clerical, technical, and clarifying revisions intended to improve the accuracy, readability, and internal consistency of Chapter 16; and

WHEREAS, these amendments are not intended to establish new municipal election policy, alter substantive rights or obligations, or materially change the manner in which the City administers municipal elections; and

WHEREAS, the City Council finds that adoption of these housekeeping amendments is in the best interest of the City;

NOW THEREFORE, THE COUNCIL OF THE CITY OF MILTON HEREBY ORDAINS as follows:

SECTION 1. Chapter 16 of the Code of the City of Milton, Georgia, is hereby amended for clerical, technical, and clarifying purposes as shown by the redlined edits in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This Ordinance shall become effective upon its adoption.

ORDAINED this the ____ day of _____, 2026.

_____

Peyton Jamison, Mayor

Attest:

_____

Tammy Lowit, City Clerk

Exhibit A

Amendments to Chapter 16 (Elections)

ARTICLE I. IN GENERAL

Sec. 16-1. Compliance with state law required.

All elections and challenges thereto shall be in compliance with the Georgia Election Code codified at O.C.G.A. § 21-2-1 et seq.

(Ord. No. 06-11-09, § 1(ch. 3, art. 1, § 1), 11-21-2006)

Sec. 16-2. General elections held on first Tuesday in November.

In accordance with article II, government structure, elections, and removal, section 2.11, elections, of the Charter, general municipal elections shall be held on the Tuesday next following the first Monday in November in odd-numbered years.

(Ord. No. 06-11-09, § 1(ch. 3, art. 1, § 2), 11-21-2006)

State law reference(s)—Elections and primaries generally, O.C.G.A. § 21-2-1 et seq.; November election, O.C.G.A. § 21-2-9.

Sec. 16-3. Special elections governed by Charter.

Special elections shall be held as needed according to the city Charter, article II, government structure, elections, and removal, section 2.11, elections, section 2.12, vacancies, and O.C.G.A. title 21.

(Ord. No. 06-11-09, § 1(ch. 3, art. 1, § 3), 11-21-2006)

Sec. 16-4. Appointment of superintendents.

The council shall appoint and provide for the municipal superintendent in accordance with O.C.G.A. § 21-2-70.1. Such appointment shall be made in a public meeting and recorded in the official minutes. If no appointment is made by the council, the city clerk shall serve as municipal superintendent.

(Ord. No. 06-11-09, § 1(ch. 3, art. 1, § 4), 11-21-2006; Ord. No. 23-02-529, § 1, 2-22-2023)

Sec. 16-5. Conducting elections.

(a) The city shall coordinate, to the extent necessary, all elections with the county election superintendent, the Fulton County Board of Registration and Elections ~~and Registration~~. ~~Under the provisions of Georgia Municipal Election Code, particularly~~Pursuant to O.C.G.A. § 21-2-45(c), the city ~~may by ordinance~~is authorized to contract or otherwise decide by agreement with ~~the Fulton County Board of Elections and Registration~~county election superintendent for that board to coordinate and conduct all elections in the city.

(b) In situations where the city has contracted and authorized the county election superintendent to conduct ~~such~~ an election, the ~~Fulton County Board of Registration and Elections~~county election superintendent shall operate as the "municipal superintendent" of the election and shall perform any and all functions of the city or any of its officials in connection with the conduct of such election or runoff thereof, except ~~as hereinafter~~

~~provided.~~ that all decisions concerning the qualifications of municipal candidates shall be determined by the city clerk in accordance with the provisions of the Georgia Election Code and the City Charter.

(c) All other terms of the contract for conducting the election shall be governed by the contract entered into between the city and the Fulton County Board of Registration and Elections. Such terms ~~to~~ shall include, but not be limited to:

(1) Payment of the election costs; and

(2) The county's financial liability for any litigation arising by reason of the election, if any.

(d) ~~All decisions concerning the qualifications of the candidates shall be determined by the city clerk in accordance with the provisions of the Municipal Election Code and the City Code.~~

(Ord. No. 06-11-09, § 1(ch. 3, art. 1, § 5), 11-21-2006; Ord. No. 09-06-42, §§ 1—5, 6-1-2009)

Secs. 16-6—16-24. Reserved.

ARTICLE II. CANDIDATE QUALIFICATIONS[1]

Sec. 16-25. Requirements.

Candidates for mayor and city council shall meet the requirements as outlined in the city Charter, article II, government structure, election, and removal, section 2.10, city council creation, section 2.11, elections, and the Georgia Election Code~~.~~

(Ord. No. 06-11-09, § 1(ch. 3, art. 2, § 1), 11-21-2006)

Sec. 16-26. Filing notice.

(a) *Governed by city and state law.* Filing of the notice of candidacy for municipal office shall be conducted in accordance with O.C.G.A. § 21-2-132, and the city's Charter, article II, government structure, election, and removal, section 2.11, elections.

(b) *Qualifying period.* The qualifying period for general elections shall commence no~~t~~ earlier than 8:30 a.m. on ~~that~~ the date that is set forth at O.C.G.A. § 21-2-132(c)(3)(A), as may be amended from time to time, and shall end no later than the following Friday at 4:30 p.m. In special elections, the qualifying period shall commence no earlier than the date of the call and shall end no later than 25 days prior to the election.

(Ord. No. 06-11-09, § 1(ch. 3, art. 2, § 2), 11-21-2006; Ord. No. 23-03-530, 3-6-2023)

Sec. 16-27. Fees.

(a) In any year in which a general election shall be held, the council shall, no later than February 1, fix and publish a qualifying fee for each municipal office to be filled in the election. For a special election, council shall fix and publish a qualifying fee at least 25 days before the election. Except as provided in subsection (b)

[1]State law reference(s)—Selection and qualification of candidates, O.C.G.A. § 21-2-130; subversive persons not to be nominated or elected, O.C.G.A. § 21-2-7; persons convicted of certain crimes not to be eligible for nomination or election to public office or to serve as primary or election official, O.C.G.A. § 21-2-8.

of this section, each candidate shall pay a fee of three percent of the total gross salary of the office ~~sought~~as paid in the preceding calendar year. Such fee shall be deposited into the city treasury.

(b) A pauper's affidavit may be filed in lieu of the qualifying fee in accordance with O.C.G.A. § 21-2-132.

(Ord. No. 06-11-09, § 1(ch. 3, art. 2, § 3), 11-21-2006)

Sec. 16-28. Withdrawal.

Any candidate may withdraw his or her name as a candidate ~~prior to October 15 of the election year~~by filing a notarized affidavit of withdrawal with the city clerk. If the city has contracted with the county election superintendent to conduct elections, the city clerk shall transmit notice of candidate withdrawal to the county election superintendent within one business day of receipt. ~~.~~ No refund will be made to any candidate for the fee remitted to qualify for office. If ballots have been printed, the election superintendent may opt to reprint ballots to omit the name of the withdrawn candidate. Any votes cast for a withdrawn candidate shall be void and shall not be counted.

(Ord. No. 06-11-09, § 1(ch. 3, art. 2, § 4), 11-21-2006)

Secs. 16-29—16-47. Reserved.

ARTICLE III. VOTING

DIVISION 1. GENERALLY

Sec. 16-48. Voter eligibility.

In accordance with O.C.G.A. § 21-2-227, t~~T~~he city council ~~shall provide by contract for the use of the county voter registration list.~~may request a list of electors qualified to vote in the city election from the county registrar. To be eligible to vote in any municipal primary or election, ~~in accordance with O.C.G.A. § 21-2-227~~, a person must be:

(1) A resident of the city; and

(2) Registered as an elector ~~with the county~~within Fulton County on the list of registered electors as maintained by the Secretary of State.

(Ord. No. 06-11-09, § 1(ch. 3, art. 3, § 1), 11-21-2006)

State law reference(s)—Registration of voters, O.C.G.A. § 21-2-210 et seq.

Sec. 16-49. Absentee ~~ballots~~Voting.

~~Voting by absentee ballots~~Absentee voting in a method consistent with ~~state law~~the Georgia Election Code shall be permitted in municipal elections~~, in accordance with O.C.G.A. § 21-2-380.~~.

(Ord. No. 06-11-09, § 1(ch. 3, art. 3, § 3), 11-21-2006)

Secs. 16-50—16-78. Reserved.

DIVISION 2. RECORDS

Sec. 16-79. Availability.

~~Voting records and documents~~Election records shall ~~be made available~~ be open to the public to the extent required by O.C.G.A. § 21-2-72 and the Georgia Open Records Act, ~~.~~ O.C.G.A. § 50-18-70, et seq., unless such record is exempt by state or federal law.

(Ord. No. 06-11-09, § 1(ch. 3, art. 4), 11-21-2006)

Sec. 16-80. Maintenance.

The maintenance of voting records and documents shall be kept in compliance with O.C.G.A. § 21-2-73 and O.C.G.A. § 21-2-500~~.~~

(Ord. No. 06-11-09, § 1(ch. 3, art. 4), 11-21-2006)

UPDATED

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular *Bernadette Harvill*
DEPARTMENT:	City Manager	Bernadette Harvill, Deputy City Manager
SECTION OF AGENDA:	Unfinished Business	October 19, 2026
AGENDA ITEM TITLE:	Consideration of an Ordinance of the Mayor and Council of the City of Milton, Georgia, to Establish the Ad Valorem Tax Rate of the City of Milton for Fiscal Year 2027 (Tax Year 2026); and for Other Purposes.	
STATEMENT OF PURPOSE:	The purpose of this agenda item is to consider an ordinance establishing the City of Milton's ad valorem tax millage rate for Fiscal Year 2027 (Tax Year 2026). The millage rate is the rate used to calculate the amount of property tax owed on taxable property within the City. One mill represents $1 of property tax for every $1,000 of a property's assessed value. The millage rate is applied to the taxable value of real and personal property to determine the amount of property taxes due.	
FINANCIAL IMPACT:	The City has advertised an M&O millage rate of 4.193 mills, which represents a 0% increase from the tax year 2025 millage rate of 4.193 mills. Staff has also calculated a bond millage rate of 0.309 mills for the General Obligation Bond, Series 2017 (greenspace bond). This will cover the ninth year of debt service payments totaling $1,711,625 and is separate from the M&O revenue projections.	
RECOMMENDED ACTION:	Approve an ordinance establishing the Fiscal Year 2027 (Tax Year 2026) ad valorem tax rate.	

EXECUTIVE SUMMARY:

The City has advertised and enclosed an ordinance based on a Maintenance and Operating (M&O) millage rate of 4.193 mills, which represents a 0% increase from the tax year 2025 millage rate of 4.193 mills. Staff will present Council with other millage rate options at the meeting; however, consideration of a millage rate above the advertised 4.193 mills will require additional advertising and public hearings as outlined in State law.

Staff presented millage rate options along with a discussion of the proposed FY 2027 budget at the September 21, 2026 Council Meeting. A final ordinance will be drafted based on the approved millage rate at the October 19, 2026 Council Meeting.

The State of Georgia requires two calculations to evaluate year-over-year changes in property tax revenue.

The first calculation establishes the rollback rate, which adjusts for changes in the value of existing real property due to reassessments. Other changes to the tax digest, including new construction, are reflected in the overall digest but are treated separately in the calculation. Based on the updated 2025 digest figures provided by Fulton County, adopting a 4.193 M&O millage rate represents a 0.3% decrease in projected property tax revenue compared with the prior-year.

The second calculation examines the five-year history of the property tax levy. Unlike the rollback ca comparison does not isolate the effects of reassessments of existing real property. Based on a 100% collection rate, the projected 2026 property tax levy reflects a 2% increase compared with the updated 2025 figures.

Motor vehicle assessed values in 2026 are $5,179,390 and have decreased by 19% since 2025. This decline is a result of HB386, which is phasing out motor vehicle taxes (the "birthday tax") and replacing them with the title ad valorem tax (TAVT). The TAVT is a one-time title fee paid on vehicle sales. It is not a property tax and is therefore not included in the tax digest.

STAFF ANALYSIS:

For the advertised millage rate, projected M&O property-tax revenues are shown below at a 100% collection rate, with year-one forecasted collections based on historical trends at 97% and 95% for real property and 95% for personal property. Historically, Milton has experienced a collection rate of approximately 95-97% of the projected real property digest and 95% of the projected personal property digest (excluding public utility assessments) in year one of collections.

	FY 2027 Forecasted Revenues
Real	17,515,925
Personal	148,659
Motor Vehicle	17,670
Total Budgeted	**17,682,254**

	Current/ Advertised
Millage Rate	**4.193**
Real (97%)	17,804,726
Personal (95%)	136,132
Motor Vehicle (70%)	15,202
Total Forecast	**17,956,060**

	Current/ Advertised
Millage Rate	**4.193**
Real (95%)	17,437,619
Personal (95%)	136,132
Motor Vehicle (70%)	15,202
Total Forecast	**17,588,953**

Adopted Maintenance & Operating Millage Rates 2007-2025:

Tax Year	2007-2017	2018	2019-2021	2022	2023-2024	2025
M&O Millage Rate	4.731	4.390	4.731	4.469	4.389	4.193

FINANCIAL IMPACT:

The City has advertised an M&O millage rate of 4.193 mills, which represents a 0% increase from the tax year 2025 millage rate of 4.193 mills. Staff has also calculated a bond millage rate of 0.309 mills for the General Obligation

Bond, Series 2017 (greenspace bond). This will cover the ninth year of debt service payments totalin and is separate from the M&O revenue projections. The Fulton County consolidation and evaluation of the digest for tax year 2026 reflects taxable assessments for real and personal property of $4,452,991,417, net of exemptions (per Fulton County, this reflects 100% property assessment values prior to any appeal adjustments).

ALTERNATIVES CONSIDERED:

1. Approve the advertised millage rates (M&O and Bond).
2. Consider an alternative millage rate option below the advertised millage rates.
3. Consider an alternative millage rate option above the advertised millage rates (this will require re-advertising, additionally three public hearings will need to be held if the proposed M&O millage rate exceeds the rollback rate of 4.205 mills.

LEGAL AND REGULATORY CONSIDERATIONS:

The City has advertised the 4.193-mill M&O millage rate and the 0.309 bond millage rate. Council can approve any millage rate up to the advertised rate without additional action. Consideration of a millage rate above the advertised mills will require additional advertising and public hearings as outlined in State law.
2026 Required advertising: Updated Advertisement #1 – Milton Herald, October 8, 2026

OPERATIONAL IMPACT

Staff presented millage rate options at the budget hearing on September 21, 2026 and will draft the final ordinance based on the millage rate approved by Council at the October 19, 2026 Council Meeting.

COMMUNITY/STAKEHOLDER IMPACT:

The adopted millage rate affects property owners within the City of Milton because it is one component used to determine the amount of City property tax due on taxable real and personal property. The actual property tax impact to an individual property owner will vary based on the property's taxable assessed value, applicable exemptions, and changes in the property's assessment from the prior year as determined by Fulton County.
The millage rate also affects the amount of property tax revenue available to the City to fund general governmental operations, services, programs, and other expenditures included in the Fiscal Year 2027 budget. As a result, the adopted rate has an indirect impact on the broader community through the level of resources available to provide City services and implement the adopted budget.

STRATEGIC ALIGNMENT:

The advertised M&O millage rate represents a 0% increase from the 2025 millage rate of 4.193 mills. Property tax revenues are integral to the Fiscal Year 2027 budget which supports the City's commitment to financial sustainability by aligning budgeted resources with current fiscal conditions and enhance transparency by ensuring the budget reflects the most accurate and up-to-date financial information available. The budget also reflects Milton's efforts towards reducing the reliance on revenue from nonexchange transactions, such as property taxes, through sales taxes, grant opportunities, and other alternative funding sources.

STAFF RECOMMENDATION:

Approve an ordinance establishing the Fiscal Year 2027 (Tax Year 2026) ad valorem tax rate.

REVIEWS & APPROVALS:

Concurrent Review: Steve Krokoff, City Manager - Steven Krokoff

ATTACHMENTS:

Ordinance establishing the Fiscal Year 2027 ad valorem tax rate.
Advertisement: Current 2026 Tax Digest and Five Year History of Levy
Chapter 52 and Appendix A Redlines

STATE OF GEORGIA **ORDINANCE NO._____**
COUNTY OF FULTON

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF MILTON, GEORGIA, TO ESTABLISH THE AD VALOREM TAX RATE OF THE CITY OF MILTON FOR FISCAL YEAR 2027; AND FOR OTHER PURPOSES

WHEREAS, the Charter of the City of Milton, Georgia authorizes the City to levy and provide for the assessment of ad valorem property taxes on all property subject to taxation; and

WHEREAS, the Charter of the City of Milton, Georgia provides that the valuation of all property subject to taxation by the City shall be determined according to the tax digest prepared by the Fulton County Board of Tax Assessors; and

WHEREAS, the Mayor and City Council, after hearing and after duly considering all such relevant evidence, testimony and public comments, has determined that it is in the best interests of, and necessary to meet the expenses and obligations of, the City of Milton, Georgia to set a levy in the amount of $4.502 on each $1,000.00 of taxable value for all property subject to ad valorem taxation by the City; now

BE IT ORDAINED by the Mayor and City Council of the City of Milton, Georgia as follows:

SECTION I: The ad valorem tax rate for the City of Milton, Georgia for the 2027 fiscal year, on property subject to ad valorem taxation by the City is hereby fixed at $4.502 on forty percent (40%) of each $1,000.00 of property subject to ad valorem tax by the City.

SECTION II: Said rate of $4.502 on forty percent (40%) of each $1,000.00 of taxable property is hereby levied as follows:

(a) For General Government purposes $4.193 on forty percent (40%) of each $1,000.00 of taxable property.

(b) For the purpose of retiring outstanding General Obligation bonds, $0.309 on forty percent (40%) of each $1,000.00 of taxable property.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

ORDAINED this the ____day of _____, 2026.

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

(SEAL)

CITY OF MILTON
NOTICE

The City of Milton does hereby announce that the millage rate will be set at a meeting to be held at City Hall Council Chambers, 2006 Heritage Walk, Milton, Georgia on October 19, 2026 at 6:00 PM and pursuant to the requirements of O.C.G.A § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

Current 2026 Tax Digest and Five Year History of Levy

Incorporated City of Milton	2021	2022	2023	2024	2025	2026
Real & Personal	3,420,476,662	3,958,728,869	4,775,282,577	5,176,737,727	5,713,308,833	6,072,970,194
Motor Vehicle	10,894,780	9,346,640	8,740,350	7,647,490	6,432,140	5,179,390
Mobile Homes	0	27,600	0	0	0	0
Timber – 100%	0	0	0	0	0	0
Heavy Duty Equipment	0	499,030	100,240	0	0	205,800
Gross Digest	3,431,371,442	3,968,602,139	4,784,123,167	5,184,385,217	5,719,740,973	6,078,355,384
Less M&O Exemptions	522,098,486	750,437,726	1,195,142,931	1,339,559,929	1,354,465,286	1,625,363,967
Net M&O Digest	2,909,272,956	3,218,164,413	3,588,980,236	3,844,825,288	4,365,275,687	4,452,991,417
Gross M&O Millage Rate	7.727	7.531	7.902	7.753	7.231	7.254
Less Millage Rate Rollbacks (LOST)	2.996	3.062	3.513	3.364	3.038	3.061
Net M&O Millage Rate	4.731	4.469	4.389	4.389	4.193	4.193
Bond Millage Rate	0.487	0.452	0.364	0.356	0.310	0.309
Total City Millage Rate	5.218	4.921	4.753	4.745	4.503	4.502
M&O Taxes Levied	13,763,770	14,381,977	15,752,034	16,874,938	18,303,601	18,671,393
Bond Taxes Levied	1,620,007	1,738,537	1,677,571	1,773,490	1,699,964	1,801,546
Total City Taxes Levied	15,383,777	16,120,514	17,429,605	18,648,428	20,003,565	20,472,939
Net M&O Taxes $ Increase	838,121	618,206	1,370,057	1,122,904	1,428,663	367,792
Net M&O Taxes % Increase	6.5%	4.5%	9.5%	7.1%	8.5%	2.0%

Calculations do not account for appeals and are based upon a 100% collection rate. Figures for 2021-2025 have been updated to reflect the most recent consolidation and evaluation of digest provided by Fulton County for each year, and 2026 figures are based on current values provided by Fulton County.

Chapter 52 TAXATION[1]

ARTICLE II. AD VALOREM TAXES

Sec. 52-19. Levied.

(a) *Authority.* Section 1.12(40) of the city Charter authorizes the city to levy and provide the assessment and collection of ad valorem taxes on all property subject to taxation.

(b) [*Rate.*] The ad valorem tax rate for the City of Milton, Georgia for the ~~2025~~2027 fiscal year, on property subject to ad valorem taxation by the city is hereby fixed at $~~4.503~~4.502 on 40 percent of each $1,000.00 of property subject to ad valorem tax by the city.

Sec. 52-20. To be used for general governmental purposes.

(a) For general government purposes $4.193 on 40 percent of each $1,000.00 of taxable property.

(b) For the purpose of retiring outstanding General Obligation bonds, $~~0.310~~0.309 on 40 percent of each $1,000.00 of taxable property.

Appendix A - FEES AND OTHER CHARGES[1]

Section	Description	Conditions	Amount (in dollars)
Chapter 52—Taxation			
52-19(b)	Ad valorem taxes on property	For property subject to the ad valorem tax	$~~4.753.~~4.502 on 40 percent of each $1,000.00 of property (general government purposes at $~~4.389~~4.193 and retiring outstanding general obligation bonds at $~~0.364~~0.309)

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	New Business	October 19, 2026
AGENDA ITEM TITLE:	Consideration of a Resolution to Adopt the Five-Year Update to the Milton Comprehensive Plan 2040.	
STATEMENT OF PURPOSE:	The purpose of this resolution is to adopt the Five-Year Update to Milton's Comprehensive Plan 2040 as required by the Georgia Department of Community Affairs to maintain the Qualified Local Government Status of the City.	
FINANCIAL IMPACT:	Adoption has no direct financial impact and supports continued eligibility for certain state and federal funding programs associated with Qualified Local Government status. Implementation costs will be evaluated through the City's budgeting process and individual project approvals.	
RECOMMENDED ACTION:	Approve the Resolution to Adopt the Five-Year Update to the Milton Comprehensive Plan 2040.	

EXECUTIVE SUMMARY:

The Comprehensive Plan serves as the City's long-range policy document, establishing the community's vision and guiding future land use, transportation, infrastructure investment, economic development, and other community priorities.

Since January 2026, the City has held two public hearings, conducted five Comprehensive Plan Advisory Committee (CPAC) meetings, hosted a community open house, and reviewed proposed changes with the Mayor and Council through four briefings. CPAC concluded that the existing Comprehensive Plan remains effective and recommended targeted updates to its goals, policies, character area guidance, and Short-Term Work Program, informed by community input.

The update includes refinements to the Future Land Use Map, policies and recommendations, trail-related content, and the Short-Term Work Program. A Report of Accomplishments informed the new work program, which consolidates related continuing initiatives and establishes clearer outcomes for the next five years.

The draft was submitted to the Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA) for review in August. Staff considered comments received during the review period and revised the document accordingly. The October draft is available on the project website and is presented for adoption.

PURPOSE/BACKGROUND:

The City retained Kimley-Horn to assist the Community Development Department with public engagement and the preparation of the Comprehensive Plan Update. The project officially commenced in January 2026 and has included CPAC, public engagement opportunities, and a community Open House. Throughout the process, CPAC

reviewed each major element of the Comprehensive Plan, including Land Use, Housing, Economic D Transportation, Sustainability, and Placemaking, and evaluated whether the City's vision, goals, policies, and implementation strategies continued to reflect community priorities.

CPAC concluded that the City's overall vision, goals, and policy direction remain valid. As a result, this update focuses primarily on refining implementation priorities and updating the Short-Term Work Program rather than rewriting the Comprehensive Plan.

Staff also prepared a Report of Accomplishments evaluating the implementation of the adopted 2040 Comprehensive Plan. The Report of Accomplishments informed the proposed five-year Short-Term Work Program by identifying completed initiatives, ongoing projects, and priorities for the next five years. The proposed STWP consolidates several related initiatives into broader implementation strategies while defining more specific outcomes and completion measures, making it easier to implement, monitor progress, and determine when individual work plan items have been accomplished. Based on CPAC recommendations and public input, the proposed program refined existing initiatives and introduced new implementation actions.

The October draft incorporates revisions informed by CPAC recommendations, public input, feedback from the Mayor and Council, and regional and state review findings. The attached ARC correspondence documents the regional and state review findings.

STAFF ANALYSIS:

The update reflects CPAC recommendations, community input, and feedback received throughout the public review process. Staff documented the public hearings and engagement activities and made project information, meeting recordings, and a public feedback form available on the project website.

Staff considered comments received during the review period and incorporated revisions into the October draft. The ARC correspondence included as Exhibit “B” to the resolution documents the regional and state review findings.

FINANCIAL IMPACT:

Adoption has no direct financial impact and supports continued eligibility for certain state and federal funding programs associated with Qualified Local Government status. Implementation costs will be evaluated through the City’s budgeting process and individual project approvals.

ALTERNATIVES CONSIDERED:

Option 1: Adopt the resolution.
Option 2: Defer consideration, taking into account the adoption deadline and potential effects on the City’s Qualified Local Government status.

LEGAL AND REGULATORY CONSIDERATIONS:

The Five-Year Update to Milton’s Comprehensive Plan 2040 is prepared in accordance with the planning requirements of the Georgia Department of Community Affairs (DCA) for Qualified Local Government (QLG) certification.

OPERATIONAL IMPACT:

The update provides policy guidance for City decisions and establishes implementation priorities through the

Short-Term Work Program. Departments will coordinate implementation through annual work plann and individual project approvals.

COMMUNITY/STAKEHOLDER IMPACT:

The update reflects community input and establishes priorities intended to preserve Milton's character, address identified needs, and guide future investment. Individual implementation efforts will include additional engagement as appropriate.

STRATEGIC ALIGNMENT:

Supports implementation of the City's Strategic Plan by updating the Comprehensive Plan, the City's primary long-range policy document that guides future growth, capital investments, and implementation of the City's strategic priorities.

STAFF RECOMMENDATION:

Approval of the resolution adopting the five-year update.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard Davis, LLP – October 12, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Resolution adopting the Five-Year Update

- Exhibit "A" Five-Year Update to Milton's Comprehensive Plan 2040
  Available at: www.miltonga.gov/2026CompPlanUpdate
- Exhibit "B" ARC correspondence confirming regional and state review findings

STATE OF GEORGIA **RESOLUTION NO. _____**

COUNTY OF FULTON

RESOLUTION ADOPTING THE FIVE-YEAR UPDATE TO CITY OF MILTON COMPREHENSIVE PLAN 2040

WHEREAS, the City of Milton, Georgia ("City") is a duly formed political subdivision of the State of Georgia, with all the powers attendant thereto; and

WHEREAS, the preparation of the five-year update to the Comprehensive Plan 2040 was initiated, and two public hearings were held on January 21, 2026, and August 3, 2026; and

WHEREAS, a 16-person Comprehensive Plan Advisory Committee (CPAC) was appointed by the Mayor and Council to assist and review the Five-Year update of the City of Milton Comprehensive Plan 2040; and

WHEREAS, five CPAC meetings were conducted between February and June 2026, and one Public Open House was held June 29, 2026, to get public input on the draft update document; and

WHEREAS, the City of Milton completed the Five-Year Update to the City of Milton Comprehensive Plan 2040 (a copy of which is attached hereto as Exhibit "A") as the State-required five-year update; and

WHEREAS, the draft Five-Year Update to the Comprehensive Plan 2040 was submitted and reviewed by the Atlanta Regional Commission and Georgia Department of Community Affairs in accordance with the "Development Impact Fee Compliance Requirement" and "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Department of Community Affairs pursuant to the Georgia Planning Act of 1989; and

WHEREAS, the Atlanta Regional Commission and Georgia Department of Community Affairs found the Five-Year Update to the City of Milton Comprehensive Plan 2040 to be in compliance with all State and Regional requirements (a copy of an email from ARC indicating compliance is attached hereto as Exhibit "B";

BE IT THEREFORE RESOLVED, that the Mayor and the City Council hereby adopt the Five-Year Update to the City of Milton Comprehensive Plan 2040 attached hereto as Exhibit "A".

SO RESOLVED, this 19th day of October 2026.

Approved:

_____
Peyton Jamison, Mayor

Attest:

[SEAL]

_____
City Clerk

Outlook

FW: City of Milton Comp Plan Update - Approved w/Advisory

From Donald Shockey <DShockey@atlantaregional.org>
Date Fri 9/4/2026 3:34 PM
To Shubhangi Jangam <shubhangi.jangam@miltonga.gov>; jon.tuley@kimley-horn.com <jon.tuley@kimley-horn.com>
Cc Andrew Smith <ASmith@atlantaregional.org>

1 attachment (101 KB)
RE: 2026 City of Milton Comprehensive Plan Update - Review Notice and Comments Request;

This Message Is From an External Sender
This message came from outside your organization.

Hello,

Per the below, the DCA has approved the Update with advisory comments that ARC strongly recommends be addressed (the first comments do seem to be required even though framed as advisory). The review period has concluded and no external comments were received. ARC's Natural Resources department has provided a few comments in the attached that we request be addressed.

The City can now proceed with finalizing and adopting the Update. Once that's done, please provide the adopted version with resolution and we'll follow up with the DCA on the QLG extension.

Thank you.

Donald Shockey AICP-CUD, LEED GA, CNU-A
Senior Planner
Community Development

ARC Atlanta Regional Commission ONE great REGION

(O) 470.378.1531 | DShockey@atlantaregional.org

Atlanta Regional Commission | 229 Peachtree Street, NE | Suite 100
Atlanta, Georgia 30303

CONFIDENTIALITY NOTICE: This message and all attachments, sent from DShockey@atlantaregional.org to Shubhangi.Jangam@miltonga.gov on Fri Sep 4 15:32:00 EDT 2026 , are covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and may contain legally privileged, confidential, or otherwise protected by law information intended solely for the addressee. If you are not the intended recipient Shubhangi.Jangam@miltonga.gov you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. Any views or opinions presented in this email are solely those of the author. If you received this message in error, please notify the sender and delete the message immediately.

ARC State of the Region 2026
Opportunity Rising
Wednesday, Nov. 4, 2026 | Tickets are on sale!

From: Juli M. Yoder <juli.yoder@dca.ga.gov>
Sent: Monday, August 31, 2026 2:23 PM
To: Andrew Smith <ASmith@atlantaregional.org>
Cc: Planning <planning@dca.ga.gov>; Donald Shockey <DShockey@atlantaregional.org>
Subject: City of Milton Comp Plan Update - Approved w/Advisory

Andrew:

Our staff has reviewed the comprehensive plan update for the City of Milton and determined that it adequately addresses the Minimum Standards for Local Comprehensive Planning. However, we have provided advisory comments that we believe could assist the local government in making its plan more useful. Please review these comments with the local government before they adopt the plan update. We also have advisory comments for the plan preparer below. These comments need not be shared with the community, but they should be used to improve plans prepared for other communities in the future. If you have any questions about our comments, please contact us at 404-679-5279. As soon as your office provides written notice that the plan has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will award Qualified Local Government status to the local government.

Advisory:

Please make the following revisions prior to plan approval.
Land Use

- * Use categories are presented on the Future Land Use Map that have no clearly corresponding match in the narrative. Specifically, *T4R* was included on the map but was not apparent in the narrative.
- * The symbol for the land use categories “T2” and T4R” appear to be identical. Please consider revising one of these categories for ability to distinguish between the two categories.

Community Work Program

- * Items carried over into the next five-year planning cycle from the previous Work Program must be included in the new Community Work Program. Examples of items indicated as ongoing or postponed in the Report of Accomplishments that were not included in the new Community Work Program include:
    - * Extend the moratorium on subdivision after timber harvesting to 10 years

Advisory Comments on the Plan Update
Please consider addressing these items before moving forward with adoption of the plan update. We believe they will improve the usability of the document and help maximize its potential benefits.

Required Elements

- * Housing
  - * For a community of this size, it may be helpful to include additional information on the existing conditions of housing for your community. Please consider including this information or a separate housing element in your next plan.
  - * It appears that the household data provided has not been updated since the previous plan. Please consider providing more up to date information to improve the plan's applicability.

Advisory Comments for the Plan Preparer

The comments below are offered to help the plan preparer improve the quality of plans prepared for other communities in the future. These should not be interpreted as suggesting a need to revise this specific draft Plan Update. DCA is vitally interested in ensuring that all Georgia communities have high-quality plans. We're happy to discuss these comments if desired.

Document Construction

- * In order to ensure that the plan is as usable as possible for local decision-makers, we think it's important for each community to end up with a concise and well-organized plan document. We think plan documents you prepare in the future could be improved by focusing on the following factors:
  - * Brevity – include only key information needed by decision-makers in the plan document itself while moving background information and explanatory text to an appendix.
  - * Clarity – draw decision-makers' attention to the highest priority goals and initiatives by focusing on them in an executive summary and highlighting throughout the document.
  - * Functionality – make it easy to find sections of the plan likely to be referenced most frequently (e.g., the Community Work Program and the Policies) by grouping these together at the front of the document, using tabs or bookmarks, or providing a pull-out "users section" of the plan.

Community Participation

0. 0. The Minimum Standards provide requirements regarding the composition of the local steering committee that oversees development of the comprehensive plan [DCA Rules110-12-1-.02(2)]. Among the individuals explicitly mentioned for inclusion on the steering committee are "members of the governing authority" and "local economic development practitioners." For plans you prepare in the future, please ensure that the plan document clearly demonstrates that such individuals are included on the steering committee. This may be best accomplished by including a list of steering committee members and identifying the members that satisfy this requirement.

Community Work Program & Report of Accomplishments

0. 0. For future plans you prepare, please ensure the description of activities included in the Community Work Program make it clear exactly what is to be done to implement the activity. This will make the work program more usable for the community, and provide clarity for future leaders and staff who will be implementing this plan. For each activity, we recommend considering whether the current description of the activity would answer "*how?*" or "*by doing what?*" for an uninformed reader. In some cases, it may make sense to break the activity out into a few specific implementation steps. In other cases, the listed activity may actually be intended as guidance for future decision-making, which means it is a *policy statement* probably best moved to the section of the plan for policies.

Thanks,



GEORGIA DEPARTMENT *of* COMMUNITY AFFAIRS

Juli M. Yoder, AICP
Principal Planner |
Community & Regional Planning
Direct: 404-327-6860



AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	New Business	October 19, 2026
AGENDA ITEM TITLE:	Consideration of a Resolution to Condemn Property Rights Needed for Bethany Road at Providence Road Roundabout Project (Project No. PW-12), Parcel 04; 0.208 Acres of Fee Simple Right of Way; 980.12 Square Feet of Permanent Easement for Construction, Utilities, and Maintenance of Slopes; 5,474.58 Square Feet of Temporary Easement for Construction of Slopes; One (1) Temporary Driveway Easement. Owner: TTT Revocable Trust.	
STATEMENT OF PURPOSE:	The purpose of this item is to obtain City Council approval of a resolution authorizing condemnation of the property rights needed to construct the Bethany Road at Providence Road Roundabout Project.	
FINANCIAL IMPACT:	The estimated compensation deposit of $106,300 will be funded through TSPLOST I, project account MIL-002. Final compensation and associated acquisition costs may differ from the deposit amount.	
RECOMMENDED ACTION:	Approve the Resolution to Condemn Property Rights Needed for Bethany Road at Providence Road Roundabout Project, Parcel 04, 0.208 Acres of Fee Simple Right of Way; 980.12 Square Feet of Permanent Easement for Construction, Utilities, and Maintenance of Slopes; 5,474.58 Square Feet of Temporary Easement for Construction of Slopes; One (1) Temporary Driveway Easement. Owner: TTT Revocable Trust.	

EXECUTIVE SUMMARY:

The City is responsible for acquiring the right-of-way and easements needed for the Bethany Road at Providence Road Roundabout Project. The City made an appraisal-based offer and has continued negotiations with the property owner. Acquisition terms have not yet been finalized.

The resolution would authorize condemnation proceedings for Parcel 04, allowing the City to acquire the property rights needed for construction while continuing negotiations with the property owner toward a mutually acceptable agreement.

PURPOSE/BACKGROUND:

Mayor and Council approved blanket right-of-way acquisition authority for the project in July 2024. The project affects 11 parcels. A certified real estate appraiser retained by the City determined the fair market value of the property rights needed from each parcel. Administrative negotiation allowances were established under the City's SOP PW-23-002, Right-of-Way Acquisition Policy.

The City has been negotiating with the owner of Parcel 04 since July 2025 regarding compensation, driveway improvements, and construction-related provisions. The acquisition has not yet been finalized, and an updated

appraisal was obtained to support the proposed condemnation. Initiating condemnation would allo advance while the City and property owner continue working toward mutually acceptable terms.

STAFF ANALYSIS:

The identified property rights are necessary to construct the roundabout and associated improvements. Negotiations have not resulted in mutually acceptable terms, and staff has not identified engineering revisions that would eliminate the need for these property rights. Approval of the resolution would provide a path to acquire those rights and maintain project progress while allowing continued negotiations with the property owner. Staff remains open to reaching mutually acceptable terms during the acquisition process.

Approval would authorize the City Attorney to initiate condemnation proceedings to acquire: 0.208 acres of fee simple right-of-way; 980.12 square feet of permanent easement for construction, utilities, and maintenance of slopes; 5,474.58 square feet of temporary easement for construction of slopes; and one temporary driveway easement.

FINANCIAL IMPACT:

The estimated compensation deposit of $106,300 will be funded through TSPLOST I, project account MIL-002. Final compensation will be determined through the condemnation process and may differ from the deposited amount. Associated legal and court costs may also be incurred.

ALTERNATIVES CONSIDERED:

Option 1: Approve the resolution and proceed with condemnation to acquire the necessary property rights.
Option 2: Do not approve the resolution and continue pursuing acquisition through negotiations or another approach.

LEGAL AND REGULATORY CONSIDERATIONS:

The resolution authorizes the City Attorney to exercise the City's eminent domain authority to acquire the identified property interests for public transportation purposes. The City's Order to Condemn and Declaration of Taking, together with the required supporting documents and compensation deposit, would be filed with the Superior Court of Fulton County to initiate the proceedings.

OPERATIONAL IMPACT:

Approval would allow the City to proceed with acquiring Parcel 04's property rights and advance the planned intersection improvements toward construction while negotiations continue. Securing these rights supports project delivery and the anticipated improvements to traffic operations and safety.

COMMUNITY/STAKEHOLDER IMPACT:

The acquisition will affect the identified portions of Parcel 04. Approval would allow the City to secure the property rights needed to advance the intersection improvement project to construction, supporting broader community benefits through improved traffic operations and safety. The property owner will retain the rights afforded through the condemnation process, including the opportunity to contest compensation, while negotiations may continue toward a mutually acceptable agreement.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1: Ensure Milton's Sustainability and Resiliency, Goal #5: Implement transportation

infrastructure that meets current needs, accounts for future growth, and allows residents to travel th in a calm, safe, and efficient manner.

STAFF RECOMMENDATION:

Approval of the resolution authorizing its attorney to exercise the City of Milton, Georgia's power of eminent domain in the acquisition of certain interests in property situated in the City of Milton, Georgia for public road and/or other public transportation purposes.

REVIEWS & APPROVALS:

Bernadette Harvill

Financial Review: Bernadette Harvill, Deputy City Manager – October 13, 2026
Legal Review: Brittany Taylor, Jarrard & Davis, LLP – September 30, 2026
Concurrent Review: Steven Krokoff, City Manager

Steven Krokoff

ATTACHMENTS:

Resolution Authorizing Condemnation Action
Exhibit "A" to the Resolution
Declaration of Taking
Order of the City of Milton, Georgia to Condemn

STATE OF GEORGIA **RESOLUTION NO. _____**
COUNTY OF FULTON

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE THE CITY OF MILTON, GEORGIA'S POWERS OF EMINENT DOMAIN IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF MILTON, GEORGIA FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, municipalities may acquire real property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the governing authority of the City of Milton, Georgia, a municipal corporation of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* and O.C.G.A. Section 22-3-140 in the acquisition of certain interests in property for municipal road and/or other transportation purposes.

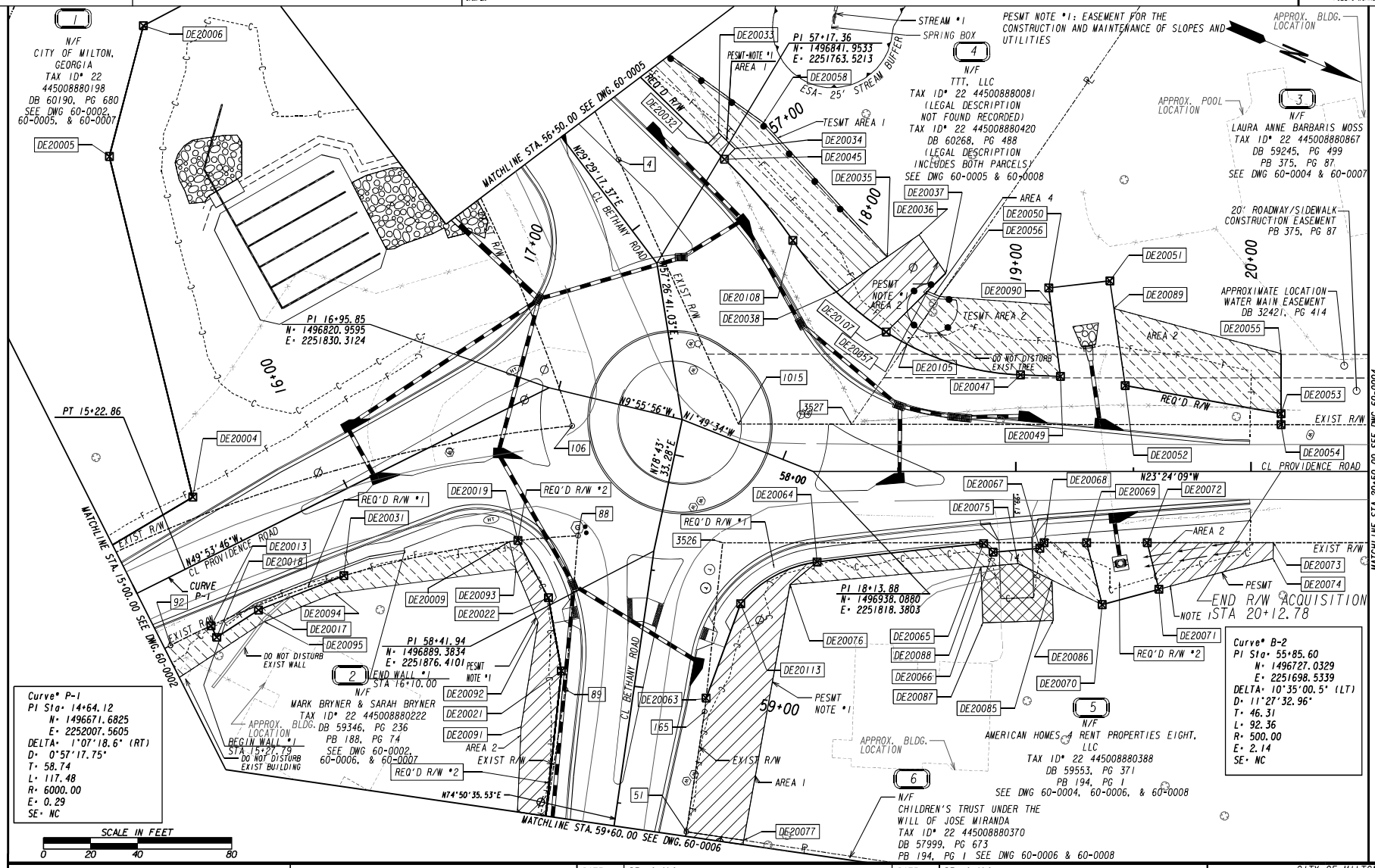
NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Ken Jarrard, City Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* and O.C.G.A. Section 22-3-140 in the Fulton County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of the City of Milton, Georgia, said property now or formerly vested in TTT Revocable Trust, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons, entity or entities entitled to such payment. The Mayor may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the City Council.

RESOLVED this _____ day of _____ 2026.

_____
Peyton Jamison, Mayor

Attest: _____
Tammy Lowit, City Clerk

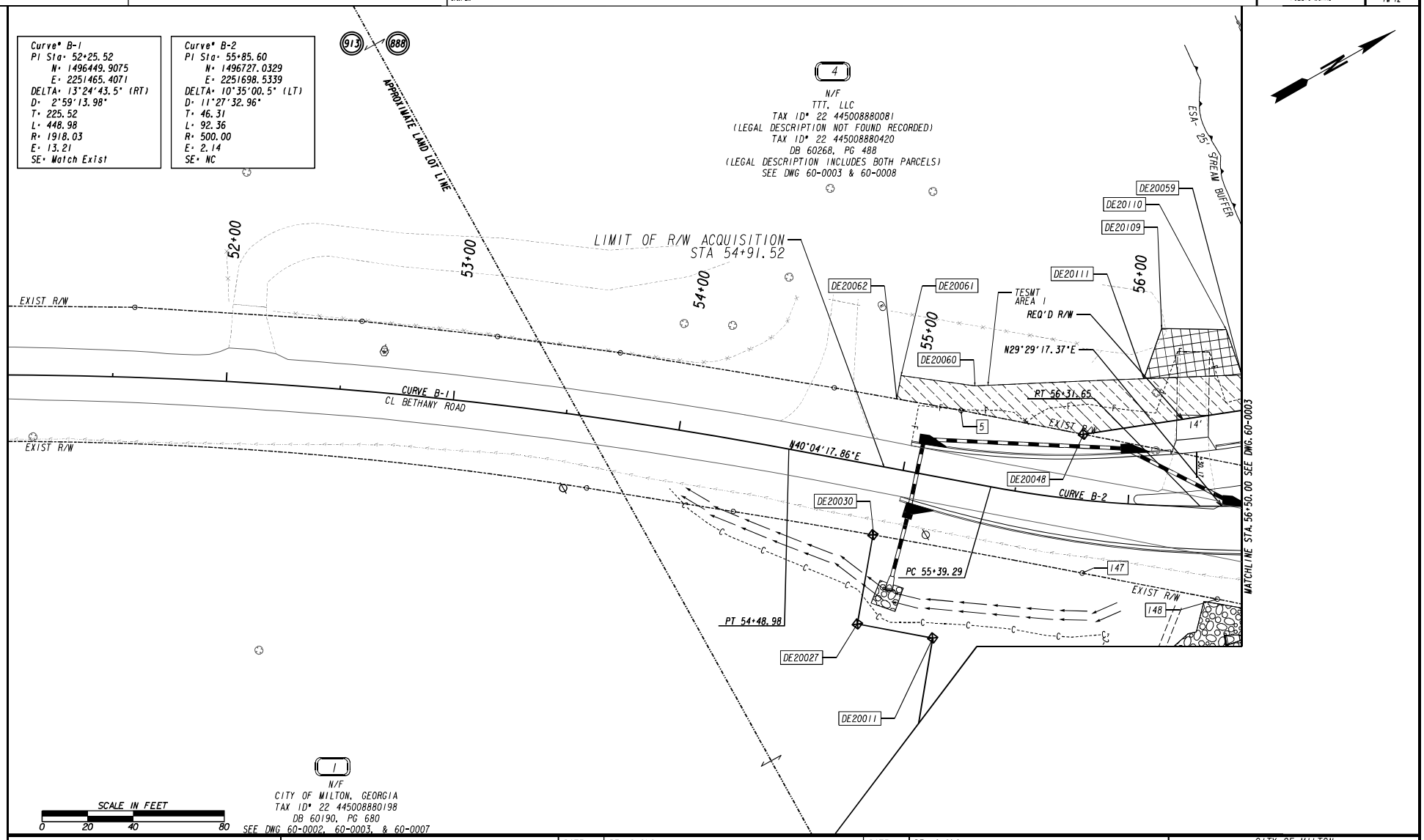
(SEAL)


CITY OF MILTON PUBLIC WORKS
P. I. No. PW-12
GRNPLN
1
N/F
CITY OF MILTON, GEORGIA
TAX ID# 22 445008880198
DB 60190, PG 680
SEE DWG 60-0002, 60-0005, & 60-0007
DE20006
DE20005
DE20004
PT 15+22.86
EXIST R/W
N49°53'46"W
CL PROVIDENCE ROAD
CURVE P-1
92
DE20013
DE20018
DE20031
REQ'D R/W #1
DE20019
REQ'D R/W #2
88
DE20009
DE20093
DE20022
DE20094
DE20017
DE20095
DO NOT DISTURB EXIST WALL
PI 58+41.94
N: 1496889.3834
E: 2251876.4101
END WALL #1
STA 16+10.00
2
N/F
MARK BRYNER & SARAH BRYNER
TAX ID# 22 445008880222
DB 59346, PG 236
PB 188, PG 74
SEE DWG 60-0002, 60-0006, & 60-0007
APPROX. BLDG. LOCATION
BEGIN WALL #1
STA 15+29.79
DO NOT DISTURB EXIST BUILDING
DE20092
DE20021
DE20091
AREA 2
EXIST R/W
REQ'D R/W #2
N74°50'35.53"E
89
DE20063
165
51
DE20077
CL BETHANY ROAD
N29°29'17.37"E
EXIST R/W
PESMT NOTE #1 AREA 1
DE20033
DE20058
PI 57+17.36
N: 1496841.9533
E: 2251763.5213
STREAM #1
SPRING BOX
ESA- 25' STREAM BUFFER
REQ'D R/W
DE20032
4
N/F
TTT, LLC
TAX ID# 22 445008880081
(LEGAL DESCRIPTION NOT FOUND RECORDED)
TAX ID# 22 445008880420
DB 60268, PG 488
(LEGAL DESCRIPTION INCLUDES BOTH PARCELS)
SEE DWG 60-0005 & 60-0008
TESMT AREA 1
DE20034
DE20045
DE20035
DE20037
DE20036
AREA 4
DE20050
DE20056
PESMT NOTE #1 AREA 2
DE20108
DE20038
DE20107
DE20057
DE20105
DE20047
1015
3527
106
N9°55'56"W
N1°49'34"W
N78°43'33.28"E
PESMT NOTE #1: EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES AND UTILITIES
APPROX. BLDG. LOCATION
APPROX. POOL LOCATION
3
N/F
LAURA ANNE BARBARIS MOSS
TAX ID# 22 445008880867
DB 59245, PG 499
PB 375, PG 87
SEE DWG 60-0004 & 60-0007
20' ROADWAY/SIDEWALK CONSTRUCTION EASEMENT PB 375, PG 87
DE20051
DE20090
DE20089
APPROXIMATE LOCATION WATER MAIN EASEMENT DB 32421, PG 414
DE20055
AREA 2
TESMT AREA 2
DO NOT DISTURB EXIST TREE
REQ'D R/W
DE20053
EXIST R/W
DE20049
DE20052
DE20054
CL PROVIDENCE ROAD
N23°24'09"W
DE20064
DE20067
DE20068
DE20069
DE20072
DE20075
REQ'D R/W #1
3526
AREA 2
EXIST R/W
DE20073
PESMT
DE20074
END R/W ACQUISITION STA 20+12.78
NOTE 1
PI 18+13.88
N: 1496938.0880
E: 2251818.3803
DE20076
DE20065
DE20088
DE20066
DE20087
DE20086
DE20070
DE20085
DE20071
REQ'D R/W #2
DE20113
PESMT NOTE #1
59+00
EXIST R/W
AREA 1
APPROX. BLDG. LOCATION
5
N/F
AMERICAN HOMES 4 RENT PROPERTIES EIGHT, LLC
TAX ID# 22 445008880388
DB 59553, PG 371
PB 194, PG 1
SEE DWG 60-0004, 60-0006, & 60-0008
6
N/F
CHILDREN'S TRUST UNDER THE WILL OF JOSE MIRANDA
TAX ID# 22 445008880370
DB 57999, PG 673
PB 194, PG 1 SEE DWG 60-0006 & 60-0008
DE20077
MATCHLINE STA. 56+50.00 SEE DWG. 60-0005
MATCHLINE STA. 15+00.00 SEE DWG. 60-0002
MATCHLINE STA. 59+60.00 SEE DWG. 60-0006
MATCHLINE STA. 20+50.00 SEE DWG. 60-0004
17+00
16+00
18+00
19+00
20+00
57+00
58+00
Curve# P-1
PI Sta# 14+64.12
N: 1496671.6825
E: 2252007.5605
DELTA# 1°07'18.6" (RT)
D# 0°57'17.75"
T# 58.74
L# 117.48
R# 6000.00
E# 0.29
SE# NC
Curve# B-2
PI Sta# 55+85.60
N: 1496727.0329
E: 2251698.5339
DELTA# 10°35'00.5" (LT)
D# 11°27'32.96"
T# 46.31
L# 92.36
R# 500.00
E# 2.14
SE# NC
SCALE IN FEET
0 20 40 80
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR, UTILITIES, & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
DATE
REVISIONS
8/29/24
REVISED PARCEL 4 TESMT AREA 1
CITY OF MILTON
DEPARTMENT OF PUBLIC W
RIGHT OF WAY MA
PROJECT NO:PW-12
COUNTY: FULTON
LAND LOT NO: 888, 889, 912, 913
LAND DISTRICT: 6
GMD 823
DATE 05/15/23 SHT 3 OF 9
60-
7/31/2015 GRNPLN

GPMPLN

CITY OF MILTON
PUBLIC WORKS

P. I. No.
PW-12



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	LIMIT OF ACCESS
EASEMENT FOR CONSTR, UTILITIES, & MAINTENANCE OF SLOPES	REQ'D R/W & LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	ORANGE BARRIER FENCE
EASEMENT FOR CONSTR OF DRIVES	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
8/29/24	REVISED PARCEL 4 TESMT AREA 1 AND DWESMT		

CITY OF MILTON
DEPARTMENT OF PUBLIC W

RIGHT OF WAY MA

PROJECT NO:PW-12
COUNTY: FULTON
LAND LOT NO: 888, 889, 912, 913
LAND DISTRICT: 6
GMD 823
DATE 05/15/23 SHT 5 OF 9

60-

7/31/2015 GPMPLN

4

N/F
TTT, LLC
SEE DWG 60-0004 & 60-0005

PARCEL 4-REQD REQ'D R/W DE30

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20048	28.79 L	55+77.20	Bethany Road
	120.36	N 20°53'56.2" E	
DE20045	49.56 L	56+99.45	Bethany Road
ARC LENGTH = 45.21			
CHORD BEAR = N 26°29'38.2" E			
LNTH CHORD = 45.14			
RADIUS = 231.50			
DEGREE = 24°44'59.3"			
DE20108	88.13 L	17+69.73	Providence Road
ARC LENGTH = 55.91			
CHORD BEAR = N 21°00'15.4" E			
LNTH CHORD = 55.56			
RADIUS = 144.50			
DEGREE = 39°39'03.8"			
DE20107	59.31 L	18+44.93	Providence Road
ARC LENGTH = 10.19			
CHORD BEAR = N 7°18'06.8" E			
LNTH CHORD = 10.18			
RADIUS = 111.50			
DEGREE = 51°23'10.9"			
DE20105	54.11 L	18+53.68	Providence Road
	41.37	S 78°48'48.5" E	
3527	20.05 L	18+30.20	Providence Road
	48.11	S 23°14'09.8" E	
1015	7.08 L	17+76.89	Providence Road
	123.49	S 42°12'37.7" W	
4	13.59 L	56+72.31	Bethany Road
	93.61	S 40°34'17.9" W	
DE20048	28.79 L	55+77.20	Bethany Road
REQD R/W = 9052.02 SF			
REQD R/W = 0.208 ACRES			
REMAINDER = +/- 26.0 ACRES			

PARCEL 4-PESWT AREA 1 PERM. EASEMENT DE31.1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20032	48.12 L	56+89.89	Bethany Road
	6.38	N 69°06'03.8" W	
DE20033	54.43 L	56+88.94	Bethany Road
	9.66	N 20°53'56.2" E	
DE20034	55.87 L	56+98.49	Bethany Road
	6.38	S 69°06'03.8" E	
DE20045	49.56 L	56+99.45	Bethany Road
	9.66	S 20°53'56.2" W	
DE20032	48.12 L	56+89.89	Bethany Road
REQD EASWT = 61.65 SF			
REQD EASWT = 0.001 ACRES			

4

N/F
TTT, LLC
SEE DWG 60-0004 & 60-0005

PARCEL 4-DWY REQ'D DRWY. EASW'T. DE30.1

PNT	OFFSET/	STATION/	ALIGNMENT
DE20111	55.37 L	56+03.91	Bethany Road
DE20109	77.75 L	56+11.68	Bethany Road
DE20110	77.66 L	56+43.14	Bethany Road
DE20059	57.74 L	56+50.00	Bethany Road
DE20111	55.37 L	56+03.91	Bethany Road

4

N/F
TTT, LLC
SEE DWG 60-0004 & 60-0005

PARCEL 4-PESWT AREA 2 PERM. EASEMENT DE31.3

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20038	73.38 L	57+41.58	Bethany Road
	26.34	N 58°07'12.2" W	
DE20035	91.30 L	18+45.39	Providence Road
	16.43	N 58°07'12.2" W	
DE20036	100.66 L	18+58.90	Providence Road
	20.00	N 31°52'47.8" E	
DE20037	84.22 L	18+70.29	Providence Road
	35.54	S 67°53'06.5" E	
DE20107	59.31 L	18+44.93	Providence Road
ARC LENGTH = 27.20			
CHORD BEAR = S 15°18'40.6" W			
LNTH CHORD = 27.16			
RADIUS = 144.50			
DEGREE = 39°39'03.8"			
DE20038	73.38 L	57+41.58	Bethany Road
REQD EASWT = 918.47 SF			
REQD EASWT = 0.021 ACRES			
AREA 1 AND AREA 2 PERM. EASEMENT COMBINED = 0.022 ACRES			

PARCEL 4-TESWT AREA 1 TEMP. EASEMENT DE31

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20062	30.38 L	54+91.52	Bethany Road
	10.47	N 49°55'42.1" W	
DE20061	40.85 L	54+91.52	Bethany Road
	32.76	N 37°29'23.4" E	
DE20060	42.32 L	55+24.25	Bethany Road
	74.26	N 27°02'04.9" E	
DE20111	55.37 L	56+03.91	Bethany Road
	43.04	N 27°14'11.5" E	
DE20059	57.74 L	56+50.00	Bethany Road
	49.25	N 12°20'13.1" E	
DE20058	72.27 L	56+97.06	Bethany Road
	77.56	N 23°55'37.6" E	
DE20035	97.14 L	57+30.21	Bethany Road
	26.34	S 58°07'12.2" E	
DE20038	73.38 L	57+41.58	Bethany Road
ARC LENGTH = 28.72			
CHORD BEAR = S 26°23'45.6" W			
LNTH CHORD = 28.67			
RADIUS = 144.50			
DEGREE = 39°39'03.8"			
DE20108	88.13 L	17+69.73	Providence Road
ARC LENGTH = 45.21			
CHORD BEAR = S 26°29'38.2" W			
LNTH CHORD = 45.14			
RADIUS = 233.00			
DEGREE = 24°35'25.4"			
DE20045	49.56 L	56+99.45	Bethany Road
	6.38	N 69°06'03.8" W	
DE20034	55.87 L	56+98.49	Bethany Road
	9.66	S 20°53'56.2" W	
DE20033	54.43 L	56+88.94	Bethany Road
	6.38	S 69°06'03.8" E	
DE20032	48.12 L	56+89.89	Bethany Road
	110.69	S 20°53'56.2" W	
DE20048	28.79 L	55+77.20	Bethany Road
	54.79	S 40°34'17.9" W	
5	30.63 L	55+20.20	Bethany Road
	28.68	S 39°34'28.9" W	
DE20062	30.38 L	54+91.52	Bethany Road
REQD EASWT = 5284.72 SF			

PARCEL 4-TESWT AREA 2 TEMP. EASEMENT DE31.2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20107	59.31 L	18+44.93	Providence Road
DE20057	76.60 L	18+62.53	Providence Road
DE20056	74.40 L	18+67.68	Providence Road
DE20105	54.11 L	18+53.68	Providence Road
ARC LENGTH = 10.19			
CHORD BEAR = S 7°18'06.8" W			
LNTH CHORD = 10.18			
RADIUS = 111.50			
DEGREE = 51°23'10.9"			
DE20107	59.31 L	18+44.93	Providence Road
REQD EASWT = 189.86 SF			
AREA 1 AND AREA 2 TEMP. EASEMENT COMBINED = 5474.58 SF			

5

N/F
AMERICAN HOMES 4 RENT PROPERTIES EIGHT, LLC
SEE DWG 60-0003

PARCEL 5-REQD TRACT 1 REQ'D R/W DE35

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20063	30.94 L	59+00.71	Bethany Road
	66.55	S 72°41'04.1" W	
3526	42.37 R	17+89.23	Providence Road
	136.66	N 23°25'02.6" W	
DE20068	30.30 R	19+12.04	Providence Road
	2.94	S 75°24'41.5" E	
DE20067	32.62 R	19+10.23	Providence Road
	19.94	S 28°17'25.5" E	
DE20066	34.32 R	18+90.36	Providence Road
	5.46	S 18°49'50.4" W	
DE20065	30.64 R	18+86.32	Providence Road
ARC LENGTH = 71.21			
CHORD BEAR = S 29°44'13.5" E			
LNTH CHORD = 71.21			
RADIUS = 1990.00			
DEGREE = 2°52'45.1"			
DE20064	38.50 R	18+15.54	Providence Road
ARC LENGTH = 37.93			
CHORD BEAR = S 52°03'57.4" E			
LNTH CHORD = 37.06			
RADIUS = 51.00			
DEGREE = 112°20'40.8"			
DE20113	39.72 L	58+58.78	Bethany Road
	42.84	N 86°40'22.2" E	
DE20063	30.94 L	59+00.71	Bethany Road
REQD R/W = 1271.31 SF			
REQD R/W = 0.029 ACRES			

PARCEL 5-REQD TRACT 2 REQ'D R/W DE36

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20069	30.30 R	19+30.13	Providence Road
	25.77	N 23°25'02.6" W	
DE20072	30.29 R	19+55.90	Providence Road
	20.43	N 52°31'53.7" E	
DE20071	50.11 R	19+60.87	Providence Road
	25.00	S 38°30'28.6" E	
DE20070	56.63 R	19+36.73	Providence Road
	27.14	S 52°31'53.7" W	
DE20069	30.30 R	19+30.13	Providence Road
REQD R/W = 594.64 SF			
REQD R/W = 0.014 ACRES			
TRACT 1 AND TRACT 2 REQD R/W COMBINED = 0.043 ACRES			
REMAINDER = +/- 0.97 ACRES			

5

N/F
AMERICAN HOMES 4 RENT PROPERTIES EIGHT, LLC
SEE DWG 60-0003

PARCEL 5-PESWT AREA 1 PERM. EASEMENT DE34.1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
51	30.79 L	59+58.01	Bethany Road
	51.72	S 75°14'37.8" W	
165	31.15 L	59+06.29	Bethany Road
	5.59	S 72°41'04.1" W	
DE20063	30.94 L	59+00.71	Bethany Road
	42.84	S 86°40'22.2" W	
DE20113	39.72 L	58+58.78	Bethany Road
ARC LENGTH = 37.92			
CHORD BEAR = N 52°03'57.4" W			
LNTH CHORD = 37.06			
RADIUS = 51.24			
DEGREE = 111°48'45.4"			
DE20064	38.50 R	18+15.54	Providence Road
	14.99	S 63°13'36.0" E	
DE20076	59.33 L	58+47.68	Bethany Road
	110.51	N 76°51'38.6" E	
DE20077	55.44 L	59+58.12	Bethany Road
	24.66	S 14°53'58.6" E	
51	30.79 L	59+58.01	Bethany Road
REQD EASWT = 2667.25 SF			
REQD EASWT = 0.061 ACRES			

PARCEL 5-PESWT AREA 2 PERM. EASEMENT DE34

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20072	30.29 R	19+55.90	Providence Road
	53.65	N 23°25'02.6" W	
DE20073	30.28 R	20+09.55	Providence Road
	6.75	N 68°19'25.4" E	
DE20074	37.02 R	20+09.35	Providence Road
	50.21	S 38°30'28.6" E	
DE20071	50.11 R	19+60.87	Providence Road
	20.43	S 52°31'53.7" W	
DE20072	30.29 R	19+55.90	Providence Road
REQD EASWT = 693.82 SF			
REQD EASWT = 0.016 ACRES			
AREA 1 AND AREA 2 PERM. EASEMENT COMBINED = 0.626 ACRES			

PARCEL 5-TESWT TEMP. EASEMENT DE32

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20064	38.50 R	18+15.54	Providence Road
DE20065	30.64 R	18+86.32	Providence Road
DE20066	34.32 R	18+90.36	Providence Road
DE20067	32.62 R	19+10.23	Providence Road
DE20068	30.30 R	19+12.04	Providence Road
DE20069	30.30 R	19+30.13	Providence Road
DE20070	56.63 R	19+36.73	Providence Road
DE20075	39.20 R	19+00.99	Providence Road
DE20076	59.33 L	58+47.68	Bethany Road
DE20064	38.50 R	18+15.54	Providence Road
REQD EASWT = 1311.37 SF			

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

MILTON
ESTABLISHED 2006

DATE	REVISIONS	DATE	REVISIONS
8/29/24	REVISED PARCEL 4 TESWT AREA 1 AND DWESWT		
9/24/24	REVISED PARCEL 4 TESWT AREA 1		

CITY OF MILTON
DEPARTMENT OF PUBLIC W
RIGHT OF WAY MA
PROJECT NO: PW-12
COUNTY: FULTON
LAND LOT NO: 888, 889, 912, 913
LAND DISTRICT: 6
GMD: 823
DATE 05/15/23 SH: 8 OF 9
60-

7/31/2015 GPMPLN

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, the City of Milton, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property and/or easements for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and O.C.G.A. §§ 22-3-140; and

WHEREAS, said interests in property and easements are for public purposes upon, across, and over the tract of land in said city, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, the City of Milton, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the right-of-way and/or easements, referenced above, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," the City of Milton, Georgia estimates $106,300.00 as just and adequate compensation to be paid for said right-of-way and/or easements, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, the City of Milton, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

_____
PEYTON JAMISON, Mayor

ATTEST:

_____
TAMMY LOWIT, City Clerk

APPROVED AS TO FORM:

/s/ Brittany P. Taylor
Christopher J. Hamilton
Georgia Bar No. 320853
Brittany P. Taylor
Georgia Bar No. 420227

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile

ORDER OF THE CITY OF MILTON, GEORGIA TO CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT

WHEREAS, the City of Milton, Georgia, through its Mayor and City Council, has laid out and determined to construct and improve Bethany Road at Providence Road Intersection Improvements (Project No.: PW-12) for the City of Milton at tax parcel identification number 22 445008880081 and 22 445008880420 being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the person named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.208 Acres of Fee Simple Right of Way; 980.12 Square Feet of Permanent Easement for Construction, Utilities, and Maintenance of Slopes; 5,474.58 Square Feet of Temporary Easement; and one (1) Temporary Driveway Easement
Owner:	TTT Revocable Trust
Potentially Interested Parties:	Sawnee Electric Membership Corporation; Fulton County Tax Commissioner; Fulton County, Georgia; Mortgage Electronic Registration Systems, Inc.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the City of Milton that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Milton proceed to acquire the title, estate, or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) by condemnation under the provisions of said Code, and City Attorney Ken Jarrard or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the City of Milton, Georgia, this _____ day of _____ 2026.

_____
PEYTON JAMISON, Mayor

ATTEST:

_____
TAMMY LOWIT, City Clerk

APPROVED AS TO FORM:

/s/Brittany P. Taylor
Christopher J. Hamilton
Georgia Bar No. 320853
Brittany P. Taylor
Georgia Bar No. 420227

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
678-455-7150 (telephone)
678-455-7149 (facsimile)
Attorneys for City of Milton, Georgia

AGENDA REPORT

MEETING DATE:	October 19, 2026	Regular
DEPARTMENT:	City Manager's Office	Steven Krokoff, City Manager
SECTION OF AGENDA:	New Business	October 19, 2026
		Steven Krokoff
AGENDA ITEM TITLE:	Consideration of a Resolution Expanding the Development Authority Board to Nine Directors and Appointing Samia Coker.	
STATEMENT OF PURPOSE:	Increase the board from eight to nine directors and appoint Samia Coker to the additional seat.	
FINANCIAL IMPACT:	No appropriation or budget amendment is requested by this resolution.	
RECOMMENDED ACTION:	Approve the expansion and appointment, subject to City Attorney confirmation of the term and correction of the resolution title.	

EXECUTIVE SUMMARY:

Staff recommends expanding the Development Authority of the City of Milton from eight to nine directors and appointing Samia Coker to the additional seat.

PURPOSE/BACKGROUND:

The Development Authority has been created and activated, and its current board consists of eight directors. The proposed resolution adds one director to the existing Authority. O.C.G.A. § 36-62-4(a) permits a board of seven to nine directors appointed by resolution of the governing body.

STAFF ANALYSIS:

The resolution appoints Samia Coker as the ninth director upon adoption and states that the appointee is qualified as a taxpayer residing in Milton. It proposes an initial term ending January 31, 2028, coterminous with the current directors. Existing appointments and terms continue unchanged. The resolution takes effect immediately and directs the City Clerk to furnish a certified copy to the Georgia Secretary of State.

FINANCIAL IMPACT:

The resolution does not authorize an expenditure, director compensation, or a budget amendment. Any related administrative, training, or reimbursable expenses would be handled through the applicable budget and policies.

ALTERNATIVES CONSIDERED:

Council may approve the expansion and appointment after resolving the term and title language, defer action for revisions, or retain the eight-member board.

LEGAL AND REGULATORY CONSIDERATIONS:

The proposed January 31, 2028 expiration should be reviewed before adoption because O.C.G.A. § 36-62-4(a) provides four-year terms for directors added beyond the original seven. The City Attorney should confirm the appropriate term and revise the resolution as needed. The title also refers to an appointment at a later date, while the body appoints Samia Coker immediately; those provisions should be reconciled.

OPERATIONAL IMPACT:

Following adoption, the City Clerk will coordinate the certified filing and update appointment records. Staff will coordinate onboarding and applicable training. With nine directors, five constitute a quorum, and board action requires at least five affirmative votes under O.C.G.A. § 36-62-4(b).

COMMUNITY/STAKEHOLDER IMPACT:

The additional appointment provides another resident taxpayer a role in the Authority's deliberations and oversight. This action concerns board membership and does not approve a development project or property transaction.

STRATEGIC ALIGNMENT:

Supports the Authority's capacity to carry out its economic development and public-purpose responsibilities.

STAFF RECOMMENDATION:

Approve a resolution expanding the board to nine directors and appointing Samia Coker, subject to City Attorney confirmation of the appointment term and reconciliation of the title and operative language before adoption.

REVIEWS & APPROVALS:

Legal Review: Ken Jarrard, City Attorney

Concurrent Review: Stacey Inglis, Deputy City Manager Stacey Inglis

ATTACHMENTS:

1. Proposed resolution

STATE OF GEORGIA **RESOLUTION NO. _____**
COUNTY OF FULTON

A RESOLUTION TO EXPAND THE CURRENT SIZE OF THE DEVELOPMENT AUTHORITY OF MILTON FROM EIGHT TO NINE DIRECTORS; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia permits the General Assembly to create development authorities, and the General Assembly enacted the Development Authorities Law, O.C.G.A. § 36-62-1 et seq.; and

WHEREAS, the Development Authority of Milton (the "Authority") has already been created pursuant to the Development Authorities Law and activated by resolution of the Mayor and Council of the City of Milton (the "City"); and

WHEREAS, pursuant to O.C.G.A. § 36-62-4(a), the Authority may have a Board of Directors consisting of not less than seven and not more than nine directors appointed by resolution of the Mayor and Council; and

WHEREAS, the current Board of Directors of the Authority consists of eight directors; and

WHEREAS, the Mayor and Council have determined that it is desirable and necessary to expand the current Board by one additional director, thereby increasing its membership from eight to nine directors.

NOW, THEREFORE, BE IT AND IT IS RESOLVED, by the Mayor and Council of the City of Milton that the existing eight-member Board of Directors of the Authority is hereby expanded to nine members.

BE IT FURTHER RESOLVED, by the Mayor and Council that **Samia Coker** is hereby appointed as the ninth member to the Board of Directors of the Development Authority of the City of Milton, with Samia Coker being duly qualified as a taxpayer residing in the City O.C.G.A. § 36-62-5(a).

BE IT FURTHER RESOLVED, that Samia Coker's initial term shall run coterminous to that of the first eight (8) Directors, such that Samia Coker's initial term shall expire on January 31, 2028.

BE IT FURTHER RESOLVED, that any successor and/or successor term shall be undertaken as provided by law. Any holdover service shall be governed by O.C.G.A. § 36-62-4(a), including its six-month limit and requirement that the remaining directors elect a successor if that period expires without a successor having been elected.

BE IT FURTHER RESOLVED, the Authority shall continue as the existing public body corporate and politic. The appointments and terms of its current directors shall continue without alteration by this Resolution, and all prior resolutions governing the Authority shall remain in effect except to the extent amended by the increase in Board membership provided herein.

BE IT FURTHER RESOLVED, the Board of Directors shall continue to carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the Development Authorities Law, as it now exists and as it may hereafter be amended or modified.

BE IT FURTHER RESOLVED, the City Clerk is hereby directed, as soon as practicable following adoption and execution of this Resolution, to furnish a certified copy to the Secretary of State of the State of Georgia for recording.

BE IT FURTHER RESOLVED, all resolutions in conflict with this Resolution are hereby repealed only to the extent of such conflict.

BE IT FURTHER RESOLVED, the preamble and Whereas clauses are incorporated herein and adopted as operative and substantive portions of this Resolution.

BE IT FURTHER RESOLVED, this Resolution shall be effective immediately upon its adoption by the Mayor and Council of the City of Milton.

SO RESOLVED this 19th day of October, 2026.

_____
Peyton Jamison, Mayor

Attest: _____
Tammy Lowit, City Clerk (SEAL)