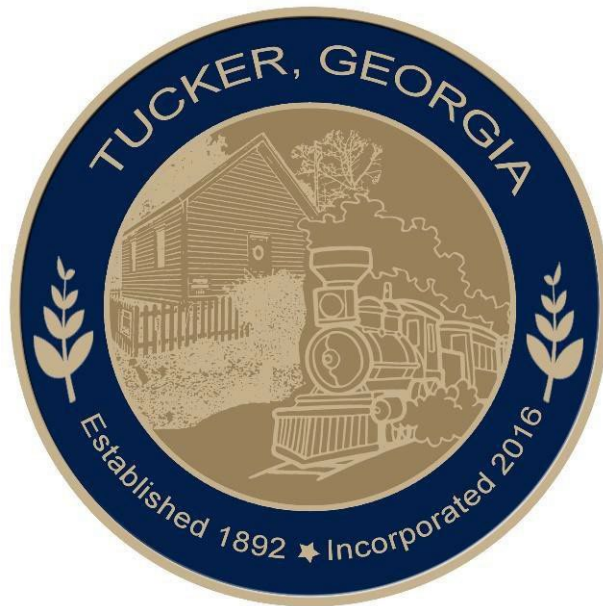


City of Tucker

Invitation to Bid
ITB # 2025-002

2025 RESURFACING



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30234

City of Tucker Invitation to Bid
ITB #2025-002
2025 RESURFACING

INVITATION: The City of Tucker, Georgia requests that interested parties submit bids for the 2025 Resurfacing Project. Bids will be accepted until the date and time listed below and will be awarded to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. Addenda and updates to this bid manual will be posted on the Georgia Procurement Registry Website and the City of Tucker website <http://tuckerga.gov/bids> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	February 11, 2025
Pre-Bid Conference	N/A
Deadline for Questions	February 25, 2025, at 1:00pm EST
Responses to Questions Posted (Addenda)	February 28, 2025
Bid Deadline	March 13, 2025, at 1:00pm EST
Award at Council Meeting (Tentative)	April 14, 2025 (Tentative)
Completion from Notice to Proceed	120 calendar days

SCOPE OF WORK: Refer to Exhibit A.

PRE-BID CONFERENCE: A pre-bid conference will not be scheduled for this project.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov with the subject line “Questions: ITB #2025-002” so they are received no later than February 25, 2025 at 1:00 pm EST.

ADDENDA: Responses to questions received will be by addenda and will be posted on the City website <http://tuckerga.gov/bids>. The signed acknowledgement issued with each addendum must be submitted with the bid. It is the vendor’s responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Response electronically to procurement@tuckerga.gov so that is received no later than March 13, 2025 at 1:00pm EST with the subject line “Submittal: ITB #2025-002”. The email must contain the vendor’s contact information. Submittals should be one PDF file and named “ <Company Name>.ITB 2025-002.Bid Submittal.pdf”. The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF file will remain unopened until the public opening.

BID OPENING: Bids will be publicly opened at City Hall located at 1975 Lakeside Parkway, Tucker, GA, Suite 350 at 1:05pm EST on Thursday, March 13, 2025.

BID SUBMITTALS: A listing of submittals received prior to the bid deadline will be posted on the City website www.tuckerga.gov/bids following the opening of the bids.

SUBMITTAL DOCUMENT REQUIREMENTS:

1. Cost Proposal Form (Exhibit B)
2. W-9 Form (Provided)

ITB #2025-002 2025 RESURFACING

3. Certificate of Current Insurance
4. Notarized Contractor Affidavit (Provided)
5. Notarized Bid Bond Form (Provided)
6. Proposed List of Subcontractors Form (Provided)
7. Related Experience and References Form (Provided)
8. Acknowledgement of Addendum issued with each Addendum
9. Notarized Oath of Non-Collusion (Provided)
10. Contact Form (Provided)

All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No bids will be received orally or by phone. Late bids will not be considered. Bids received after the bid deadline will be filed unopened. The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City. The City reserves the right to consider past performance in determining the responsibility of bidders.

The city reserves the right to negotiate pricing and may, in its discretion, award a contract to the lowest responsible and responsive bidder submitting the proposal.

Exhibit A:
Project Specifications/Scope of Work
ITB #2025-002 2025 RESURFACING

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for patching, milling, and resurfacing of 27 streets. The complete scope, specifications, and other relevant information for ITB 2025-002 2025 Resurfacing is available for download on the Georgia Procurement Registry Website and the City of Tucker website (<http://tuckerga.gov>) or by request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details.
- The Contract Documents including but not limited to the scope of work, plans, and specifications.
- City of Tucker ordinances and regulations.
- OSHA standards and guidelines.
- MUTCD Guidelines.
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10- 20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on the actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

5% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by 120 calendar days. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

The normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written

Exhibit A
Project Specifications/Scope of Work
ITB #2025-002 2025 RESURFACING

requests by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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 substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at contractor's expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by 120 calendar days. Liquidated damages shall be deducted from the 5% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$500.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

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.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of ninety (90) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

The contractor shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$3,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

Exhibit A
Project Specifications/Scope of Work
ITB #2025-002 2025 RESURFACING

2. Statutory Workers Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the City of Tucker and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

SUBCONTRACTING

The contractor shall not subcontract the complete Work, or any portion thereof, without prior written approval. Any Contractor utilizing a subcontractor must submit a proposed list of subcontractors (form provided) and upon contract award, shall provide a Notarized Subcontractor Affidavit (form provided) for each subcontractor.

MATERIALS

Materials must come from GDOT approved sources. The contractor will be required to submit in writing for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the contractor and approved by the City.

The City will provide a Construction Engineering & Inspections (CEI) services to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing variable message signs at each end of Lilburn-Stone Mountain Road and Henderson Road, as well as the west end of Montreal Industrial Way. These sign shall be placed at least one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for posting signs at subdivision entrances. City of Tucker SPLOST signs will be provided for these postings. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. 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.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any

Exhibit A
Project Specifications/Scope of Work
ITB #2025-002 2025 RESURFACING

adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. The contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to ensure 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 is 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.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs 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, except as otherwise called for in the plans. At no time will contractors 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) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings shall be included in the items for the permanent thermoplastic markings.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, 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.

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

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ITB #2025-002 2025 RESURFACING

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.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate the required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the pre-existing markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

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. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. 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.

SPECIAL CONDITIONS

1. No compaction tests will be required for the milling and overlay other than a proof roll.
2. All milled areas should be topped as soon as possible, generally by the next day.
3. All paving will require smooth transition joints at side streets.
4. For equipment drop off and storage, all equipment shall be stored on public property. This includes: along one side of a street, in a cul de sac, or in public parking lot. These locations should be coordinated and approved by the City Inspector prior to use.
5. The City has no facility for excess spoils. All removed or cleaned material shall be hauled off by the contractor.
6. The Contractor is responsible for obtaining water meter from Dekalb County Watershed Management for any hydrant and meter access.

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7. Streets where tree roots are obstructing paving operations shall have said roots ground and removed to ensure proper paving.
8. Patching depth will vary depending on the conditions determined by the City inspector. The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.
9. Speed humps are to be milled and replaced in kind. The milling and replacement of the speed humps is considered "incidental" and is to be included in the price of the milling and asphalt pricing.
10. The use of a MTV (Shuttle Buggy) is not required.
11. Removal and replacement of rollback curb will be required on 6-10 locations on various streets. These locations will be identified by the City's CEI in the field.
12. Paving along Henderson Road shall include tying into all side streets up to the end point of the curve radius. This should include the replacement of any existing stop bars or crosswalks.
13. Add crosswalk at Bancroft Circle and Fellowship Road.
14. Lilburn-Stone Mountain Road, Henderson Road, and Montreal Industrial Way shall receive a:
 - a. 3" Mill
 - b. 1.5" 25mm lift
 - c. 1.5" 12.5mm overlay

All other listed streets are to be milled 1.5" and receive a 2" overlay.

Exhibit A
Project Specifications/Scope of Work
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Location Map

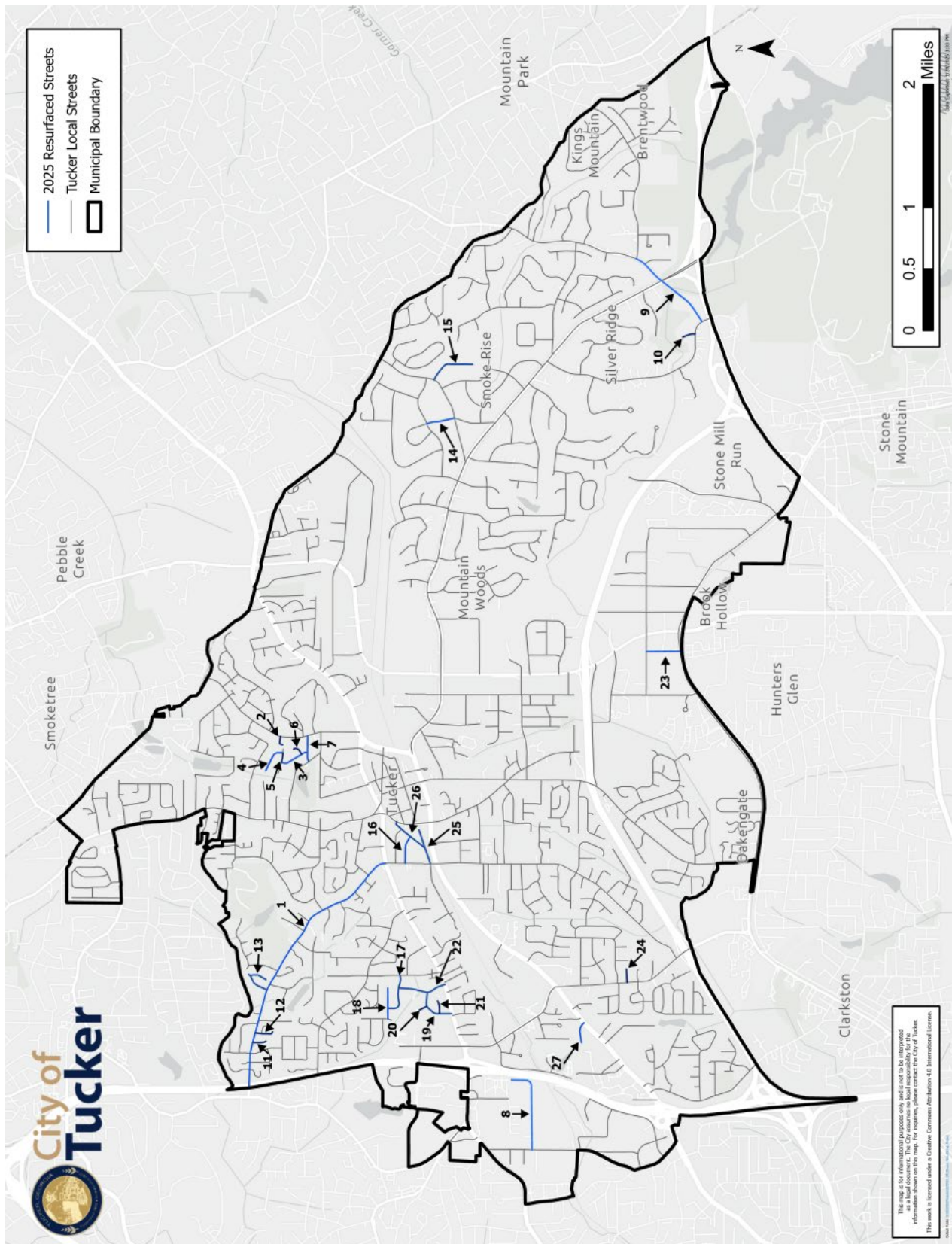


Exhibit A
Project Specifications/Scope of Work
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Detailed Estimates

Street Name	From	To	LF	WIDTH	Area SQ Feet	Estimated Paving Ton	Estimated 3.5 MM, 25 MM TH 1.5" LIFT	Estimated 12.5 MM, TH 1.5"	TIEMO 5 WHITE LF	TIEMO 5 YELLOW LF	TIEMO 8" WHITE LF	TIEMO 8" YELLOW LF	TIEMO 12" WHITE LF	TIEMO 12" YELLOW LF	TIEMO 18" STOPS EACH	TIEMO TP-1 ARROW EACH	TIEMO TP-2 ARROW EACH	TIEMO TP-3 ARROW EACH	TIEMO WORDS EACH	RAISED PAVEMENT MARKERS EACH	6" X 40" TRAFFIC SIGNAL EACH	6" X 6" TRAFFIC SIGNAL EACH
HENDERSON ROAD																						
1	HENDERSON ROAD	BROCKETT ROAD	3860	20	77200	182	2556	2556	20000	20000	6500	470	500	470	60	14				340	1	1
	HENDERSON ROAD	THIRTY TIE IN AREA	50	26	1300	358																
2	BROOKES WALK	END	150	25	3750	10	223															
3	STELLA BURNS DRIVE	TUCKER NORTH DRIVE	1050	26	27300	120	334															
4	TUCKER NORTH COURT	END	1150	26	29900	30	365															
5	TUCKER NORTH DRIVE	TUCKER NORTH COURT	1000	26	26000	40	316															
6	VELMA BURNS DRIVE	END	500	26	13000	30	153															
7	ANGIE DRIVE	OLD WOODCROSS ROAD	340	26	8840	100	239															
8	MONTREAL INDUSTRIAL WAY	MONTREAL RD WEST	2300	27	62100	160	716	716			320											
9	LUBURN STONE MOUNTAIN ROAD	SILVER HILL ROAD	2885	30	86550	245	733	733	20000	20000	900	120	100	120	20	14	3	7	330	2	4	
10	SILVER HILL COURT	END	650	26	16900	15	207															
11	HENDERSON SUMMIT	HENDERSON ROAD	550	27	14850	40	115															
12	COLD WATER CANYON DRIVE	END	1200	21.5	25800	60	403															
13	ARBOR SPRINGS TRCE	HENDERSON ROAD	1800	26	46800	120	512															
14	ROSSER PLACE	ROSSER ROAD	1100	27	29700	180	363															
15	OAKWOOD DRIVE	ROSSER ROAD	1880	26	48880	200	537															
16	CORANGIE DRIVE (SPEED TABLES)	BANCROFT CIRCLE	1100	25	27500	80	336									12						
WINDING WOODS																						
17	WINDROCK LAKE	CRESTCLIFF DRIVE	1500	26	39000	140	477															
18	WINDY COURT	CASTLERIDGE COURT	1240	26	32240	100	334															
19	WINDING WAY (SPEED TABLES)	WINDING WOODS DRIVE	1440	26	37440	200	446									12						
20	WINDY DRIVE	WINDING WAY	1710	26	44460	130	245															
21	WINDVIEW COURT	WINDVIEW COURT	625	26	16250	100	155															
22	WINDING WOODS DRIVE(SPEED TABLES)	WINDROCK LAKE	1670	26	43420	100	531															
23	MCCURDY DRIVE	E POINTE DE LEON AVENUE	1250	32	40000	140	483															
24	BAILEY ROAD	COOLEIDGE ROAD	700	22	15400	35	188															
25	RAILROAD AVENUE (WEST SIDE)	BROCKETT ROAD	1260	20	25200	40	308															
26	BANCROFT CIRCLE	RAILROAD AVENUE	1750	20	35000	65	428															
27	TERRI LYNN COURT	LAWRENCEVILLE HIGHWAY	875	26	22750	80	278															

Exhibit B: Cost Proposal

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Traffic Control	LS	1		
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	75,824		
3	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	53,637		
4	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat 2" Lift	TN	7,684		
5	Recycled Asphalt Conc., 12.5 mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat 1.5" Lift	TN	4,067		
6	Recycled Asphalt Conc., 25 mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat 1.5" Lift and Patching	TN	7,914		
7	Raised Pavement Markers, TP 1, 2 & 3 (Replace Existing)	EA	690		
8	6' X 6' Traffic Signal Loop	EA	5		
9	6' X 40' Traffic Signal Loop	EA	3		
10	Thermoplastic Solid Traffic Stripe, WORDS, White	EA	7		
11	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	46,000		
12	Thermoplastic Solid Traffic Stripe, 5" White	LF	50,000		
13	Thermoplastic Solid Traffic Stripe, 8" Yellow	LF	120		
14	Thermoplastic Solid Traffic Stripe, 8" White	LF	7,895		
15	Thermoplastic Solid Traffic Stripe, 12" Yellow	LF	590		
16	Thermoplastic Solid Traffic Stripe, 12" White	LF	340		
17	Thermoplastic Solid Traffic Stripe, 24" White	LF	793		

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
18	Thermoplastic Solid Traffic Stripe, 18" Skips	LF	80		
19	Thermoplastic Pvmt. Marking, Arrow, TP 1	EA	24		
20	Thermoplastic Pvmt. Marking, Arrow, TP 2	EA	28		
21	Thermoplastic Pvmt. Marking, Arrow, TP 3	EA	3		
22	24" Rollback Curb and Gutter Replacement (6-10 Various Locations)	LF	300		
Total					\$

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

Proposal Price Certification

In compliance with the attached specification, the undersigned understands the minimum scope requirements of the City of Tucker for this project.

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred twenty (120) days of the date of bid opening, that the undersigned will furnish any or all of the deliverables and additional services offered, at the quoted price, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

CONTACT'S PHONE NUMBER _____

CONTACT'S EMAIL ADDRESS _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Solicitation/Bid number or Project Description:	ITB 2025-002 RESURFACING 2025

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, 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 as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and 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:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) _____ at

(Address of Contractor) _____

(Corporation, Partnership and / or Individual) hereinafter called Principal, and

(Name of Surety) _____

(Address of Surety) _____

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Oblige) City of Tucker Georgia

(Address of Oblige) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Oblige, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2025-002
2025 RESURFACING**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia,

upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 13-10-20, et. Seg. And § 36- 91-50, et. Seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20 ____ .

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(SEAL)

(Address)

(Witness as to Surety)



PROPOSED SUBCONTRACTOR FORM: ITB 2025-002

Please complete this form and return it as part of the submitted bid package.

Name of Bidder _____

1. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided: _____

2. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided: _____

3. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided: _____

4. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided: _____



REFERENCES FORM: ITB 2025-002

Please complete this form and return it as part of the submitted bid package.

Name of Bidder _____

REFERENCE #1

Contact Name: _____

Contact Number: _____

Brief Description of work provided: _____

REFERENCE #2

Contact Name: _____

Contact Number: _____

Brief Description of work provided: _____

REFERENCE #3

Contact Name: _____

Contact Number: _____

Brief Description of work provided: _____

Please complete and submit in bid package



OATH OF NON-COLLUSION

COMES NOW, _____ (“Contractor”),
[*name of Contractor*]

appearing by and through _____,
[*name of individual with authority to bind Contractor*]

its _____ (“Individual And Representative Affiant”), and
[*title*]

[*insert the names of all those required to give the oath*]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20__.

By: _____, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: _____

Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this
____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Date: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

- Primary Contact Secondary Contact

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

Federal Employee ID Number (FEIN): _____