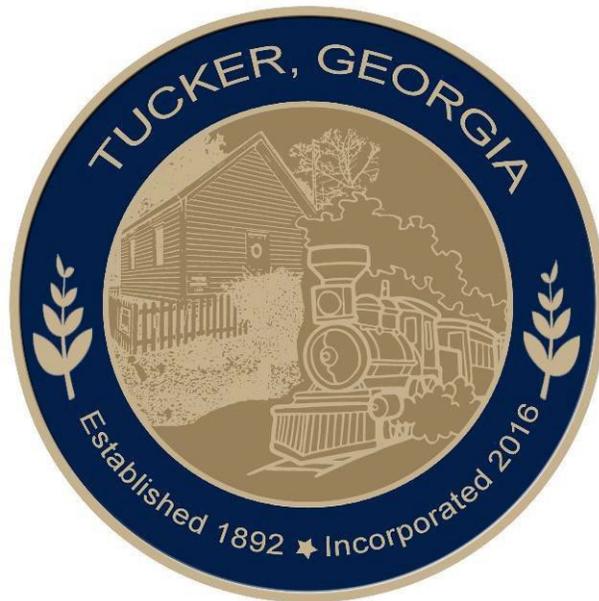


City of Tucker

Invitation to Bid
ITB # 2024-006

DOWNTOWN PARKING LOT RESURFACING



BID MANUAL

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

**City of Tucker Invitation to Bid
ITB #2024-006
DOWNTOWN PARKING LOT RESURFACING PROJECT**

INVITATION: The City of Tucker, Georgia requests that interested parties submit bids for the Downtown Parking Lot 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 City of Tucker website <http://tuckerga.gov/bids> or may be requested by email to procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Invitation to Bid Issued	March 26, 2024
Pre-Bid Conference	N/A
Deadline for Questions	April 9, 2024, at 3:00 p.m. (EST)
Responses to Questions Posted (Addenda)	April 11, 2024
Bid Deadline	April 25, 2024, at 1:00 p.m. (EST)
Award at Council Meeting	May 13, 2024 (Tentative)
Completion from Notice to Proceed	90 calendar days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov with the subject line “Questions: ITB #2024-006”.

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

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

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Responses electronically to procurement@tuckerga.gov with the subject line “Submittal: ITB #2024-006”. The email must contain the vendor’s contact information. Bid Submittal should be one PDF file and named <Company Name>.ITB 2024-006.Bid Submittal.pdf

BID TABULATION: Preliminary Bid results will be posted on the City website, <http://tuckerga.gov/bids> following the bid deadline.

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Bid Proposal Form (Exhibit B)
2. W-9 Form (Provided)
3. Certificate of Insurance
4. Contractor Affidavit (Provided)
5. Subcontractor Affidavit (Provided)

ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

6. Bid Bond Form
7. Contact Form (Provided)
8. Proposed List of Subcontractors
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum

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 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 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 #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, resurfacing, marking, and signing of portions of the parking lots located at 5073 Lavista Rd. and 2380 4th St.

This document in its entirety for ITB 2024-006 is available for download on the City of Tucker website: <http://tuckerga.gov/bids> or request via email to procurement@tuckerga.gov. All future communications and supporting documents for ITB 2024-006 will be posted on the  website.

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 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.

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 City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. The 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.

10% 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.

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 90 calendar days of the Notice to Proceed. The contract 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.

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 request 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 \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed within 90 calendar days of the Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days of the Final Inspection.

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 prior to or at the preconstruction meeting. This schedule shall accurately represent the intended work and cannot be vague or broad.

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 forty-five (45) days after the Bid Deadline.

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.

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 per occurrence.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials shall 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. The contractor shall 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 informing the City of when work will be completed at least one week in advance. The City will inform the necessary parties about imminent work to ensure the parking lots are cleared.

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 shall 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 shall not be entitled to any 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 or 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 includes 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

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

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 shall 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 shall be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time shall contractor remove regulatory signing which may cause a hazard to the public.

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, the Contractor shall, at its own expense, restore 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 the Contractor 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 required utility adjustments with the CEI inspector.

PAVEMENT MARKINGS

This work shall include Paint Pavement Markings. Final pavement markings shall be placed at least 7 calendar days but no more than 14 calendar days after placement of final asphalt lift. These final pavement markings shall match the marking layout shown on the provided design drawing, unless specifically directed otherwise by the City. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2024-006 DOWNTOWN PARKING LOT RESURFACING PROJECT

immediately by clean-up at which the contractor shall provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. The Contractor shall not allow dust control to restrict visibility of passing traffic or 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 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. 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.
5. The use of a MTV (Shuttle Buggy) is not required.
6. Only the northern parking lot will receive full resurfacing, striping, and signage. The southern parking lot will only be patched and striped
7. Parking lot striping is to be painted traffic GREEN to distinguish these as City spaces.

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	RECYCLED ASPH CONC PATCHING INCL BIT MATL & H LIME	TN	36		
3	RECYCL ASPH CONC SP 12.5mm, GP 2 ONLY, INCL BM & HL	TN	360		
4	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	3250		
5	PAINT PVMT MARKING, HANDICAP SYMBOL	EA	6		
6	PAINT SOLID TRAF STRIPE, 4 IN, GREEN (PARKING LOTS)	LF	2350		
9	THERMOPLASTIC TRAF STRIPING, HATCH, GREEN (PARKING LOTS)	SY	128		
10	PAINT TP-1 ARROW, WHITE	EA	5		
11	HANDICAP SIGNPOST	EA	6		
12	HANDICAP PARKING SIGN (CAR)	EA	4		
13	HANDICAP PARKING SIGN (VAN)	EA	2		
	TOTAL				

Company Name: _____

Address: _____

Contact Person: _____

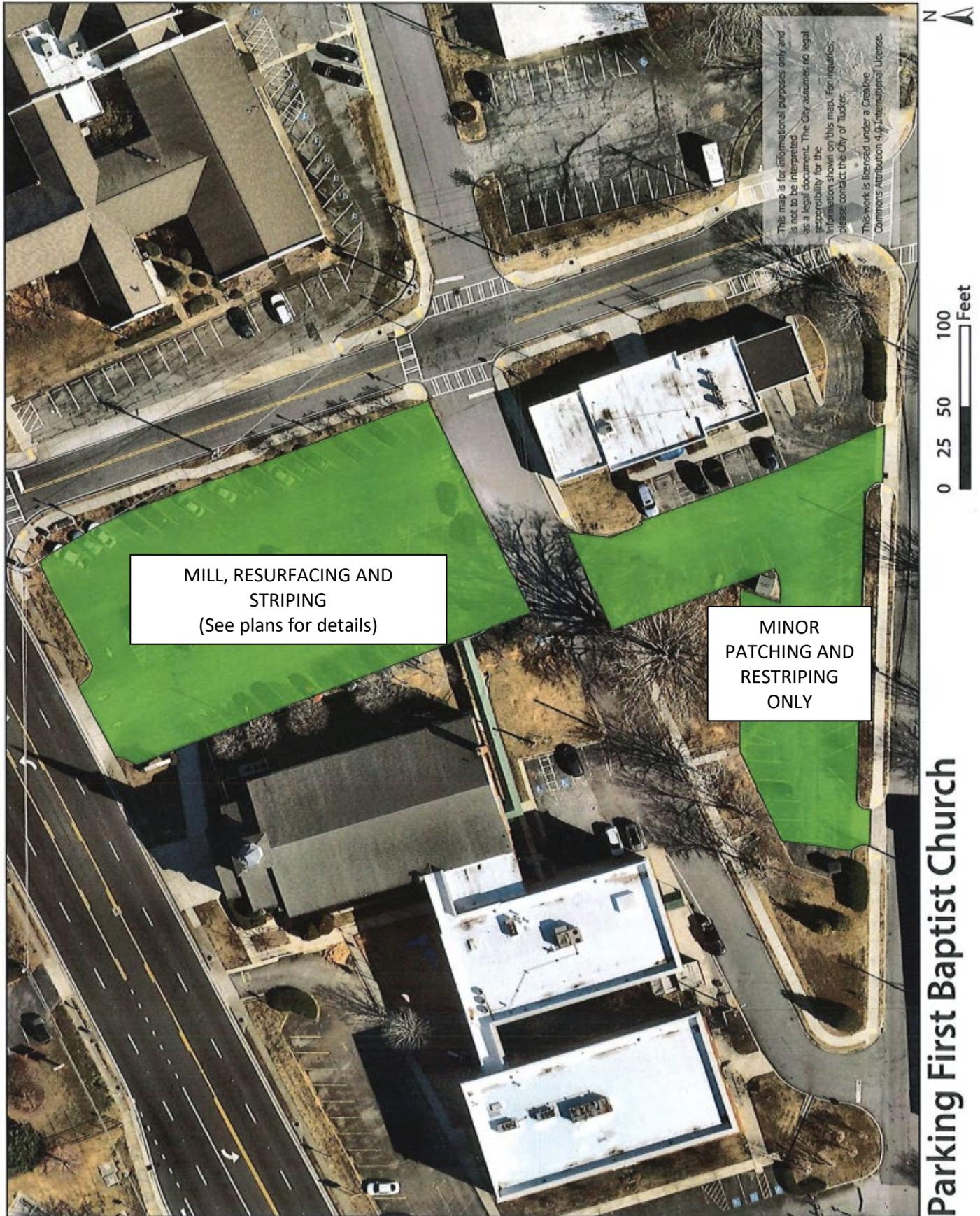
Phone Number: _____

Email Address: _____

Signature: _____

*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.

Exhibit C: Overview of Improvement Area



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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:	

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: _____



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:	
Subcontractor's (Your) Name	
Solicitation/Bid number or Project Description:	

By executing this affidavit, the undersigned subcontractor 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 subcontractor 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 subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Subcontractor 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 Subcontractor

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 # 2024-006
DOWNTOWN PARKING LOT 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)

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): _____