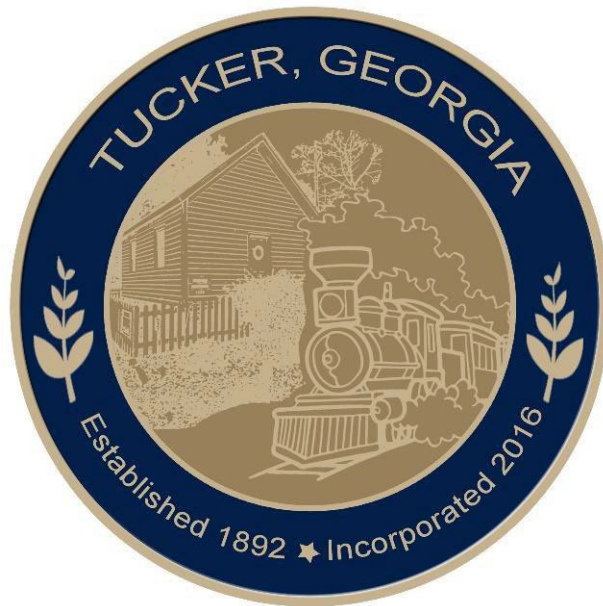


City of Tucker

Invitation to Bid  
ITB # 2025-004

## ROAD AND CURB DRAINAGE REPAIRS



## BID MANUAL

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

**City of Tucker Invitation to Bid  
ITB #2025-004  
ROAD AND CURB DRAINAGE REPAIRS**

**INVITATION:** The City of Tucker, Georgia requests that interested parties submit bids for Road and Curb Drainage Repairs at three (3) locations. Bids will be accepted until the date and time listed below and will be awarded to the lowest reliable 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>, the DOAS/Georgia Procurement Registry Website or may be requested by emailing [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov).

<b>BID ACTIVITY SCHEDULE</b>	
Invitation to Bid Issued	March 25, 2025
Pre-Bid Conference	N/A
Deadline for Questions	April 8, 2025 at 2:00 pm EST
Responses to Questions Posted (Addenda)	April 11, 2025
<b>Bid Deadline / Opening</b>	<b>April 24, 2025, at 2:00 pm EST</b>
Award at Council Meeting	May 6, 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](mailto:procurement@tuckerga.gov) with the subject line “Questions: ITB #2025-004” so they are received no later than April 8, 2025 at 2:00 pm EST.

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

**SUBMITTAL REQUIREMENTS:** Vendor shall submit ITB Response electronically to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) so that is received no later than April 24, 2025 at 2:00pm EST with the subject line “Submittal: ITB #2025-004”. The email must contain the vendor’s contact information. Submittals should be one PDF file and named “ <Company Name>.ITB 2025-004.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:** All bids received prior to the deadline will be opened publicly at 2:05pm EST at Tucker City all located at 1975 Lakeside Parkway, Suite 350, Tucker GA. Preliminary Bid results will be posted on the City’s website, <http://> following the opening of bids.

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

**BID SUBMITTAL DOCUMENT REQUIREMENTS:**

1. Unit Price Cost Proposal Form – Exhibit B
2. W-9 Form (provided)
3. Certificate of Current Liability, Worker’s Compensation and Vehicle Insurance
4. Notarized Contractor Affidavit Form (Provided)
5. Proposed List of Subcontractors Form (Provided)
6. Related Experience and References Form (Provided)
7. Bid Bond Form (Provided)
8. Notarized Contractor’s Oath Form (Provided)
9. Acknowledgement of Addendum issued with each Addendum.
10. Contact Information 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 reliability of bidders.

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

**ITB #2025-004 ROAD AND CURB DRAINAGE REPAIRS**  
**Exhibit A: Scope of Work**

**PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Tucker seeks to engage the services of a qualified contractor to furnish materials, qualified labor, equipment, traffic control, erosion control, and site restoration for Road and Curb Draining Repairs in three (3) locations. This document in its entirety, including the scope, specifications, and other relevant information for ITB 2025-004 is available for download on the City of Tucker website <http://tuckerga.gov/bids>, the DOAS/Georgia Procurement Registry Website or may be requested by emailing [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov).

**SCOPE OF WORK**

1. 2109 Lavista Executive Park
  - a. Remove 115 linear feet of curb and gutter.
  - b. Replace with new curb and gutter at adjusted height per the accompanying exhibit, 115 LF.
  - c. Mill 1-1/2" of existing asphalt at saw cut edge, replace with 1-1/2" 12.5 mm overlay course and 19 mm Leveling asphalt of varying depths to match replaced gutter elevation, average depth 4", 250 SY.
  - d. Tack Coat
  - e. Clean work area.
  - f. Reference schedule of values from Bid Form for particular scope
2. 2115 Carthage Road
  - a. Remove 80 linear feet of curb and gutter.
  - b. Replace with new curb and gutter at adjusted height per the accompanying exhibit, 80 LF.
  - c. Mill 1-1/2" of existing asphalt at saw cut edge, replace with 1-1/2" 9.5 mm overlay course and 19 mm Leveling asphalt of varying depths to match replaced gutter elevation, average depth 4", 160 SY.
  - d. Tack Coat.
  - e. Clean work area.
  - f. Reference schedule of values from Bid Form for particular scope
3. 5356 Stillwater Court
  - a. Remove 120 linear feet of curb and gutter.
  - b. Replace with new curb and gutter at adjusted height per the accompanying exhibit, 120 LF.
  - c. Mill 1-1/2" of existing asphalt at saw cut edge, replace with 1-1/2" 9.5 mm overlay course and 19 mm Leveling asphalt of varying depths to match replaced gutter elevation, average depth 4", 200 SY.
  - d. Tack Coat.
  - e. Clean work area.
  - f. Reference schedule of values from Bid Form for particular scope

## **GENERAL CONDITIONS**

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

- The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
- The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
- The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
- The work is intended to be conducted within the city right of way and established drainage easements. If necessary, the city will obtain all easements and right of entries which may be necessary to execute the repair.
- Specifications for repair activities in accordance with Georgia Department of Transportation Standards
- City of Tucker ordinances and regulations.
- OSHA standards and 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.

5% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. City staff 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.

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 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 the 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 the 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 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.

### **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 bid deadline/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.

Upon Notice of Award, the successful 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.
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.

### **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 adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. 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 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 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 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.

## **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.

**ITB #2025-004 ROAD AND CURB DRAINAGE REPAIRS**  
**Exhibit B: Unit Price Cost Proposal**

**LOCATION 1: 2109 LAVISTA EXECUTIVE PARK**

<b>ITEM #</b>	<b>GDOT #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST UNITS</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	150-1000	Traffic Control	per DAY	2		
2	151-1000	Mobilization	LS	1		
3	432-0206	Overlay Mill Asph Conc Pvmt, 1-1/2" Depth	SY	50		
4	400-3205	12.5mm Recycled Asph. Conc. 12.5mm Superpave, GP 2 Only-including Bituminous Material and H Lime	Ton	25		
5	402-1812	Recycled 19mm Asph Conc, Leveling, Incl Bitum Matl & H Lime	Ton	40		
6	610-0355	REM CONC CURB & GUTTER ALL SIZES	LF	120		
7	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	120		
8	611-8050	Adjust Manhole to Grade	EA	1		
9	413-0750	TACK COAT	GAL	175		
<b>LOCATION 1: 2109 LAVISTA EXECUTIVE PARK SUBTOTAL:</b>						

**LOCATION 2: 2115 CARTHAGE ROAD**

<b>ITEM #</b>	<b>GDOT #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST UNITS</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	150-1000	Traffic Control	per DAY	2		
2	151-1000	Mobilization	LS	1		
3	432-0206	Overlay Mill Asph Conc Pvmt, 1-1/2" Depth	SY	50		
4	400-3205	12.5mm Recycled Asph. Conc. 12.5mm Superpave, GP 2 Only-including Bituminous Material and H Lime	Ton	25		
5	402-1812	Recycled 19mm Asph Conc, Leveling, Incl Bitum Matl & H Lime	Ton	40		



**LOCATION 2: 2115 CARTHAGE ROAD CONTINUED**

ITEM #	GDOT #	DESCRIPTION	UNIT	EST UNITS	UNIT PRICE	TOTAL
6	610-0355	REM CONC CURB & GUTTER ALL SIZES	LF	120		
7	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	120		
8	611-8050	Adjust Manhole to Grade	EA	1		
9	413-0750	TACK COAT	GAL	175		
<b>LOCATION 2: 2115 CARTHAGE ROAD SUBTOTAL:</b>						

**LOCATION 3: 5363 STILLWATER COURT**

ITEM #	GDOT #	DESCRIPTION	UNIT	EST UNITS	UNIT PRICE	TOTAL
1	150-1000	Traffic Control	per DAY	2		
2	151-1000	Mobilization	LS	1		
3	432-0206	Overlay Mill Asph Conc Pvmt, 1-1/2" Depth	SY	50		
4	400-3205	12.5mm Recycled Asph. Conc. 12.5mm Superpave, GP 2 Only-including Bituminous Material and H Lime	Ton	25		
5	402-1812	Recycled 19mm Asph Conc, Leveling, Incl Bitum Matl & H Lime	Ton	40		
6	610-0355	REM CONC CURB & GUTTER ALL SIZES	LF	120		
7	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	120		
8	611-8050	Adjust Manhole to Grade	EA	1		
9	413-0750	TACK COAT	GAL	175		
<b>5363 STILLWATER COURT SUBTOTAL:</b>						

	<b>COST PROPOSAL</b>
LOCATION 1: 2109 LAVISTA EXECUTIVE PARK	
LOCATION 2: 2115 CARTHAGE ROAD	
LOCATION 3: 5363 STILLWATER COURT	

**COST PROPOSAL 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 City’s minimum scope requirements.

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 proposal 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 \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <i>See Specific Instructions on page 3.</i>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	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.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

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

### 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.

<b>Sign Here</b>	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](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## 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.**

<b>Contractor Name:</b>	
<b>Solicitation/Bid number or Project Description:</b>	ITB 2025-004 ROAD AND CURB DRAINAGE REPAIRS

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 SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## PROPOSED SUBCONTRACTOR FORM: ITB 2025-004

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

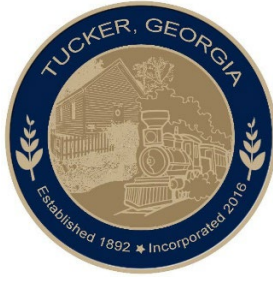
% of Bid Amount: \_\_\_\_\_

Description of Work provided: \_\_\_\_\_

**4. Subcontractor Name:** \_\_\_\_\_

% of Bid Amount: \_\_\_\_\_

Description of Work provided: \_\_\_\_\_



REFERENCES FORM: ITB 2025-004

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**

**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 # 2025-004  
ROAD AND CURB DRAINAGE REPAIRS**

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)

\_\_\_\_\_





**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): \_\_\_\_\_