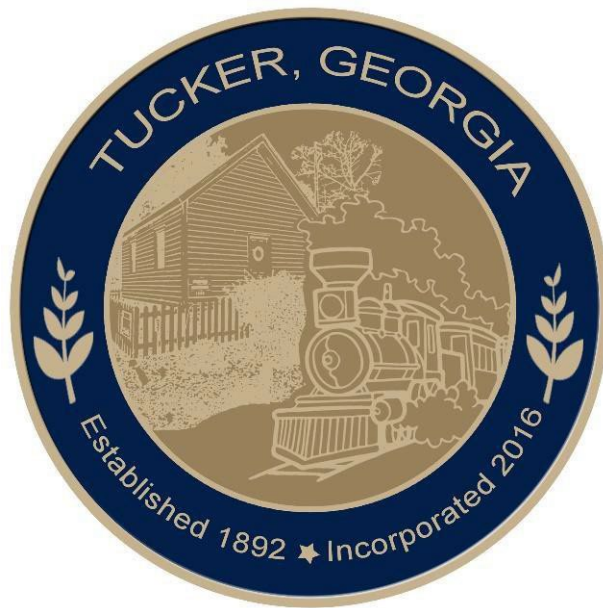


City of Tucker

Invitation to Bid
ITB # 2025-010

FALL 2025 RESURFACING



BID MANUAL

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

City of Tucker Invitation to Bid
ITB #2025-010
FALL 2025 RESURFACING

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the 2025 Fall Resurfacing Project. Proposals 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>, the DOAS/Georgia Procurement Registry Website or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Invitation to Bid Issued	June 17,2025
Pre-Bid Conference	N/A
Deadline for Questions	July 1, 2025, at 1:00 p.m. (EST)
Responses to Questions Posted (Addenda)	July 3, 2025
Bid Deadline	July 17, 2025, at 1:00 p.m. (EST)
Award at Council Meeting	August 11, 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 #2025-010” so they are received no later than July 1, 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 July 17, 2025 at 1:00pm EST with the subject line “Submittal: ITB #2025-010”. The email must contain the vendor’s contact information. Submittals should be one PDF file and named “ <Company Name>.ITB 2025-010.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, July 17, 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 (Provided)
2. W-9 Form (Provided)
3. Certificate of Current Insurance
4. Notarized Contractor Affidavit (Provided)

ITB #2025-010 FALL 2025 RESURFACING

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 #2025-010 FALL 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 29 streets. The complete scope, specifications, and other relevant information for ITB 2025-010 2025 Fall Resurfacing is available for download on the City of Tucker website: <http://tuckerga.gov> or 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 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.

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Any required lane closures shall be between 9:00AM to 4:00PM. 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.).

Exhibit A
Project Specifications/Scope of Work
ITB #2025-010 FALL 2025 RESURFACING

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 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 \$200.00 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 forty-five (45) 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.

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

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. The City will provide a Construction Engineering &

Exhibit A
Project Specifications/Scope of Work
ITB #2025-010 FALL 2025 RESURFACING

Inspections (CEI) services to inspect all work. 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. 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 Cowan Road. These signs 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 notifications 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 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

Exhibit A
Project Specifications/Scope of Work
ITB #2025-010 FALL 2025 RESURFACING

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 contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) 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/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage is 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.

Exhibit A
Project Specifications/Scope of Work
ITB #2025-010 FALL 2025 RESURFACING

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 a water meter from Dekalb County Watershed Management for any hydrant and meter access.
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. The use of a MTV (Shuttle Buggy) is not required.
10. Paving along Cowan 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.
11. Cowan Road receive a:
 - a. 3" Mill
 - b. 1.75" 19mm lift
 - c. 1.375" 12.5mm overlayAll other listed streets are to be milled 2" and receive a 2" 9.5mm overlay.

Detailed Estimates

[illegible]

- Streets To Be Paved
- Outside Tucker
- Municipal_Boundary



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



City of
Tucker

Credit: City of Tucker, DeKalb County

2026 Street Paving
Road Overview

0 0.5 1
Miles



This map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries, please contact the City of Tucker.
This work is licensed under a Creative Commons Attribution 4.0 International License.

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, 2" (Inch) Depth	SY	107,977		
3	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	5,361		
4	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat 2" Lift	TN	11,878		
5	Recycled Asphalt Conc., 19 mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat 1.75" Lift and Patching	TN	4,357		
6	Recycled Asphalt Conc., 12 mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat 1.375" Lift	TN	407		
7	Thermoplastic Solid Traffic Stripe, 8" White (CROSSWALK)	LF	415		
8	Thermoplastic Solid Traffic Stripe, 24" White (STOP BAR)	LF	26		
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 _____

ITB #2025-010 Fall 2025 Resurfacing

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

CONTACT'S PHONE NUMBER _____

CONTACT'S EMAIL ADDRESS _____

Request for Taxpayer Identification Number and Certification

Go to 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.

Print or type. See Specific Instructions on page 3.	1	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.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) _____ 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. <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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	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"/>		
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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.

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.

Contractor Name:	
Solicitation/Bid number or Project Description:	ITB 2025-010 Fall 2025 Resurfacing

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: _____

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 # 2025-010
FALL 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)

(Address)

(SEAL)

(Witness as to Surety)



REFERENCES FORM: ITB 2025-010

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

Name of Bidder _____

REFERENCE #1

Contact Name: _____

Contact Number/Email _____

Brief Description of work provided: _____

REFERENCE #2

Contact Name: _____

Contact Number/Email: _____

Brief Description of work provided: _____

REFERENCE #3

Contact Name: _____

Contact Number/Email: _____

Brief Description of work provided: _____

Please complete and submit in bid package



PROPOSED SUBCONTRACTOR FORM: ITB 2025-010

Please complete this form and return as part of the bid package when it is submitted. If no subconsultants are proposed, please indicate "N/A".

Name of Bidder _____

1. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

2. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

3. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

Duplicate if needed.



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): _____