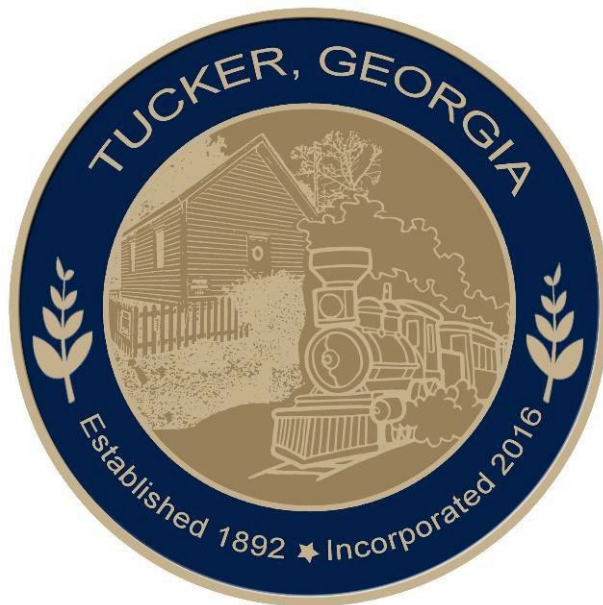


City of Tucker

Invitation to Bid  
ITB # 2025-019

FIRST AVENUE SANITARY COMPACTOR  
FACILITY CONSTRUCTION



BID MANUAL

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

**City of Tucker Invitation to Bid**  
**ITB #2025-019**  
**FIRST AVENUE SANITARY COMPACTOR FACILITY CONSTRUCTION**

**INVITATION:** The City of Tucker, Georgia requests that interested parties submit bids for the site construction of a sanitary (trash) compactor facility.

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>, 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	November 25, 2025
Pre-Bid Conference	NA
Deadline for Questions	December 9, 2025 at 1:00pm EST
Responses to Questions Posted (Addenda)	December 12, 2025
<b>Bid Deadline</b>	<b>January 5, 2026 1:00pm EST</b>
Award at Council Meeting	January 26, 2026 TENTATIVE
Expected Completion Date	120 days

**SCOPE OF WORK:** Refer to Exhibit A.

**PRE-BID CONFERENCE:** There will be no pre-bid conference for this solicitation.

**QUESTIONS:** Submit all questions in writing to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) with the subject line “Questions: ITB #2025-019” so they are received no later than December 9, 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> and the DOAS/Georgia Procurement Registry Website. 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](mailto:procurement@tuckerga.gov) so that is received no later than January 5, 2026, at 1:00pm EST with the subject line “Submittal: ITB #2025-019”. The email must contain the vendor’s contact information. Submittals should be one PDF file and named “<Company Name>.ITB 2025-019.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 1:00pm EST on Thursday January 5, 2026, at 1:00pm EST.

**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. Cost Proposal Form (Provided)
2. W-9 Form (Provided)
3. Certificate of Current Insurance
4. Notarized Contractor Affidavit (Provided)
5. Notarized Bid Bond Form (Provided)
6. Proposed List of Subcontractors Form (Provided)
7. Related Experience and References Form (Provided)
8. Contractor License
9. Acknowledgement of Addendum issued with each Addendum
10. Notarized Oath of Non-Collusion (Provided)
11. 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, by phone, or by sealed paper documents. Only electronic bids in accordance with submittal requirement instructions will be accepted. 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.

**ITB #2025-019**  
**FIRST AVENUE SANITARY COMPACTOR FACILITY CONSTRUCTION**  
**Exhibit A: Scope of Work**

**PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Tucker (City), requests that interested parties submit formal electronic bids for the site construction of a sanitary (trash) compactor facility on permanent easement on and adjacent to 4239 1<sup>st</sup> Avenue, Tucker, GA 30084. The contractor will be responsible for providing all materials, equipment, shipping/delivery, installation, and labor to complete the required construction as described, in its entirety, to the specifications and terms of the contract, including all incidentals as directed by the City of Tucker's Public Works director or his representative.

This document in its entirety, including the Scope of Work, specifications, and other relevant information for ITB 2025-019 is available for download on the Georgia Procurement Registry Website and the City of Tucker website <http://tuckerga.gov/bids>, or may be requested by emailing [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov).

**BACKGROUND**

The City has coordinated with adjacent and neighboring businesses to clean up the functionality, aesthetic appearance of downtown Tucker, and improving the level of sanitation services to the effected businesses. Part of operations of business is the disposal of trash and waste that would normally be placed in a sanitary bin serviced by DeKalb County Sanitation. The ultimate resolution is to remove the multiple rolling carts and dumpsters and replace these with a single trash compactor enclosed in a function and decorative enclosure.

This design is in accordance with the City Standard Guidebook, and the project is being implemented to help reinforce Tucker's brand, establish a sense of place, and enhance the social experience. In November of 2025, a similar compactor enclosure was constructed at Tucker Town Green located at 4236 Railroad Avenue, Tucker, GA 30084.

**GENERAL CONDITIONS**

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

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

Unless otherwise specified, the project shall be completed in compliance with the Construction Documents prepared by Barge Design Solutions dated and stamped April 22, 2025, the specifications package prepared by Barge Design Solutions and dated and stamped August 27, 2025, and the bid documents including all appendices and addenda. It is the intent of this contract for the lump sum price bid to include all labor, materials, equipment, tools, transportation, and supplies as required to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. The contractor is responsible for being thoroughly familiar with all bid and contract documents.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three references, 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 no later than 120 (one hundred and twenty) days from the receipt of the Notice to Proceed. Once construction begins in an area, the contractor shall work diligently and without delay to complete the work in order to minimize disruption to the property owners. Delay in completion of the project results in additional management and testing costs to the City and erosion of public confidence and goodwill.

The contractor will be considered substantially complete when all work required by this contract has been completed (excluding punch list work). Furthermore, “substantially complete” shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose such that any remaining Work includes only Punch List Items that can be completed or corrected within the following (30) calendar days, weather permitting. Substantially completed shall require that all vehicular lanes and pedestrian and bicycle routes be fully surfaced, marked, signalized, and open to the public. “Punch List Item” means a portion or element of the Work whose lack of completion does not interfere with complete use of and access to the Project, as determined by the Owner in its reasonable discretion.

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

The normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written requests by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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

The contractor shall be assessed liquidated damages in the amount of \$100.00 per calendar day for any contract work (excluding punch list items) that’s not completed by expected completion date. 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 \$50.00 per calendar day for not completing any required Punch List work within 30 calendar days.

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. This project will minimally require a sign permit and electrical permit from the City of Tucker. The City of Tucker will waive all permitting fees.

## **BONDING AND INSURANCE REQUIREMENTS**

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

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

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

The contractor shall procure and maintain the following insurance policies:

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

## **SUBCONTRACTING**

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

## **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 Lump Sum 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 or any other form of additional compensation because of adjustments made to quantities and/or work locations. The contractor will be paid for as a lump sum, however monthly progress pay applications will be considered by the City in relevance to work completed. 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 on the Bid Schedule.

## **PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto,

unless the removal, alteration, or destruction of such property is provided for under the contract.

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

### **CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.

### **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. The contractor must meet Georgia contractor licensing requirements. A copy of the contractor's license(s) is a required submittal document. The contractor shall have been a licensed general contractor engaged in construction and successful completion of work of similar character and magnitude for at least five years.
2. The selected contractor is required to and responsible for the coordination of utilities associated with this project, including but not limited to, Georgia Power and DeKalb Watershed Management.
3. The selected contractor is responsible for scheduling all inspections with utilities and the City of Tucker Permitting. Known utilities include Georgia Power and DeKalb County Watershed Management.
4. Ingress and Egress shall never be restricted to local business unless written coordination is received by the City.
5. Third party testing and inspections may be contracted with a third party at the expense of the City. The contractor shall coordinate activities with mentioned third party to provide adequate scheduling for testing and inspections.
6. The grease trap for this project has already been purchased by the City of Tucker and available for pick up at the City's Public Works Facility at 5830 E. Ponce de Leon Avenue, Tucker, GA 30084. The contractor will be responsible for picking up this piece of material. Loading at the Public Works Facility shall be coordinated with City staff. Please ensure you do not include the cost of the grease trap for this project in your bid.

7. Georgia Power will be connecting to the meter box on this project. The meter, power main shut off, and breaker panel shall be installed by the selected contractor. Additionally, Georgia Power Company will provide the conduit from the transformer to the power meter. This conduit shall be installed, by the contractor, during the open cut of the roadway and site.
8. Close attention shall be given to the large 30-inch tree. Any disturbances to the root zone shall be coordinated with the City and root pruning may be required.



**ITB #2025-019**  
**FIRST AVENUE SANITARY COMPACTOR FACILITY CONSTRUCTION**  
**Cost Proposal**

**LUMP SUM COST PROPOSAL:**

Furnish all labor, materials, equipment, and incidentals necessary for the construction of the referenced project in accordance with the specifications as specified in the Scope of Work.

Lump Sum: \$ \_\_\_\_\_ (Figures)

Please print or type

**Proposal Price Certification**

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

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

DATE \_\_\_\_\_

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.

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 <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) _____ <b>Note:</b> 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](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 2025-019 First Avenue Sanitary Compactor Facility Construction

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 # 2025-019**  
**FIRST AVENUE SANITARY COMPACT FACILITY CONSTRUCTION**

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

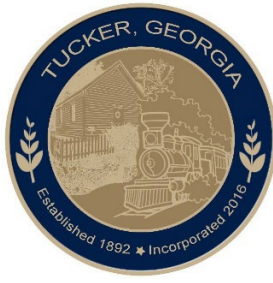
\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_



## PROPOSED SUBCONTRACTOR FORM: ITB 2025-019

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

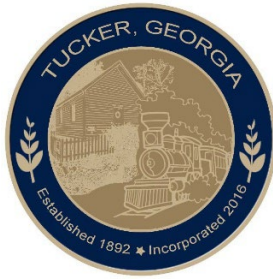
% of Bid Amount: \_\_\_\_\_

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

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

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

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



## REFERENCES FORM: ITB 2025-019

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**



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