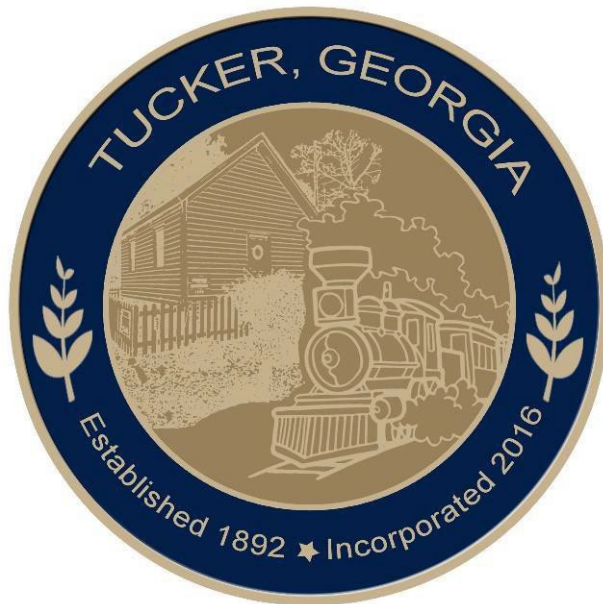


City of Tucker

Request for Proposal

RFP 2026-004

HUGH HOWELL TRAIL PHASE III DESIGN



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084

**City of Tucker Request for Proposal
RFP 2026-004
Hugh Howell Trail Phase III Design**

INVITATION: The City of Tucker is now accepting proposals for qualified professional service providers to design Phase III of the City’s Hugh Howell Trail, from Stratmor Drive to Silver Hill Road. Proposals will be accepted until the date and time listed below and will be awarded to the most responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the city. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by emailing procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
RFP Issued	February 10, 2026
Pre-Bid Conference	N/A
Deadline for Questions	February 24, 2026, at 1:00pm EST
Responses to Questions Posted (Addenda)	February 27, 2026
Proposal Deadline	March 12, 2026, at 1:00pm EST
Scoring by Evaluation Committee	March 13-20, 2026
Award at Council Meeting	April 13, 2026 (Tentative)

SCOPE OF WORK: Refer to Exhibit A.

PRE-PROPOSAL CONFERENCE: N/A

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov. Reference RFP 2026-004 in the subject line of the email.

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

SUBMITTAL REQUIREMENTS: Consultant shall submit RFP Response electronically to procurement@tuckerga.gov so that it is received no later than March 12, 2026 at 1:00pm EST with the subject line “Submittal: RFP 2026-004”. The email must contain the vendor’s contact information. The submittal shall be two PDF files:

- The proposal shall be named “<Company Name>.RFP 2026-004.Bid Submittal.pdf”.
- The Cost Proposal shall be named “<Company Name>.RFP 2026-004.Cost Proposal.pdf”

The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF files will remain unopened until the public opening.

PROPOSAL OPENING: All proposals received prior to the deadline will be opened publicly on March 12, 2026 at 1:00pm EST at Tucker City Hall located at 1975 Lakeside Parkway, Suite 350,

Tucker GA. 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 proposals.

DOCUMENT SUBMITTAL REQUIREMENTS:

1. Proposal, including understanding and approach, related experience and references, personnel qualifications.
2. Cost Proposal
3. W-9 Form (provided)
4. Certificate of Insurance
5. Notarized E-Verify Affidavit Form (provided)
6. Notarized Oath of Non-Collusion (provided)
7. Acknowledgement of Addendum issued with each Addendum.
8. 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, 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 with the top scoring bidder and may, in its discretion, award a contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered, as described in the selection criteria.

EXHIBIT A – SCOPE OF WORK
City of Tucker Request for Proposal
RFP 2026-004 Hugh Howell Trail Phase III Design

1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Tucker is requesting proposals for the design of the Hugh Howell Trail Phase III. This project is a continuation of the previously constructed Hugh Howell Trail Phase I and Phase II.

1.2 Background

In 2019, the City partnered with the PATH foundation to create a city-wide Trail Master Plan. The study resulted in a comprehensive list of recommended trail projects throughout the City. This RFP is focused on the continued design of trail segment 4C from the Master Plan.

1.3 Project Objectives (include but are not limited to)

The following Scope shall be developed in accordance with the City of Tucker’s Trail Master Plan, and the City Standards Guidebook, both of which will be provided to the awarded proposer. The trail shall be a continuation of the design and aesthetic of both the existing Hugh Howell Trail, as well as all existing and upcoming trail segments.

1.4 Technical Project Overview

The Hugh Howell Trail Phase III Project is to be an extension of the existing trail, beginning at the intersection of Hugh Howell Road and Stratmor Drive, and will continue to the northeast corner of Hugh Howell Road and Silver Hill Road east (approx. 1.3 miles). The project includes the design of a new 10-foot-wide trail segment, 5-foot-wide landscape buffer, curb and gutter, stormwater drainage, signage, and other landscaping improvements.

1.5 Description of Tasks

Task 1: Data Collection and Survey Services

Prepare topographic and property surveys **where necessary**. The City will provide the selected vendor existing SUE data from a Dekalb County Watershed waterline relocation project. For locations where the Dekalb data is inadequate for full design, the selected consultant would be responsible for producing SUE Level A (potholing) at crucial points to determine potential utility impacts. Additional survey is required in order to provide appropriate field information to produce easement, right-of-way and construction drawings. The survey information should extend 20 feet beyond the public right-of-way, should easements or property acquisition be required to implement the project. The

following survey items are anticipated to be included in the scope of work if deemed necessary:

- Provide spot elevations at centerline of road, top and bottom of curb, face of building (where applicable) every 50 feet along the length of each street.
- Provide property lines and rights of ways (including roadways and swales within ROW).
- Provide boundary lines between adjoining properties and identification of owners, including name, mailing address, and phone number.
- Provide spot elevations at corner face of building and parking lot at each cross street and at each curb cut (handicap ramps, driveways, etc.).
- Provide exact location of existing striped centerline of street, location and width of each travel lane every 100' along the length of each street.
- Provide all above ground-built elements including but not limited to guard rails, headwall, light standard, fencing, location of existing overhead and freestanding signage structures, other signage, fire hydrants, utility boxes, vault covers, manhole covers, etc.
- Field-verify SUE Level B underground utility information.
- Provide location of all utilities including, but not limited to, drainage structures, storm and sanitary sewer, power and communications poles, gas lines, water lines, fire hydrants, location of all existing roof drainpipes which are located in sidewalks between building face and curb, etc.
- Provide same utility information on all private utility providers for gas, water, telephone, cable, etc. The surveyor is responsible for acquiring both private and public utility information and shall coordinate getting this information from private agencies.
- Provide existing rim and invert elevations of storm drainage system and catch basins.
- Identify type of material in all storm drain lines.
- Provide existing parking striping in all locations parking is present, whether on public or private property.
- Provide location of existing natural elements. Provide tree caliper, species of existing trees, and edge of canopy of existing vegetation and existing major tree species.

Task 2. Preliminary Design and Public Engagement

- a. Prepare Preliminary Design Plans (30%). Facilitate associated meetings, submittals and approvals. Coordinate with City of Tucker for internal review.
- b. Prepare detailed cost estimates of the work.
- c. Attend preliminary field plan review with City Staff (PFPR) and address comments or concerns.
- d. Prepare Stormwater Feasibility Report for Linear Transportation Projects based on City of Tucker guidelines (will be provided)
- e. Prepare utility plans and coordinate with utility owners.
- f. Meet individually with significantly affected property owners to explain the project and receive their concerns regarding grading impact, drainage, driveway tie-in, etc. It is anticipated that there will be five (5) individual significantly affected property owners.

- g. Prepare materials and attend one public involvement meeting to understand needs, desired outcomes and to gather input on design and desired connections, potential problem areas.
- h. Seek input and comments from Tucker community and property owners.
- i. Project information will be uploaded to a project page on the City website to provide basic project information to the public along with project materials and meeting summaries. Such materials will be prepared by the consultant.

Task 3. Right-of-Way Plans

Prepare right-of-way drawings and site-specific easement drawings describing the areas of permanent or temporary easements and the installations therein, suitable for recording, for each property fronting the Project Area for which an easement is necessary – either permanent or temporary construction easements or right-of-way. Include legal descriptions. A property-specific drawing will be required for each individual easement/parcel to be acquired to include size in acres, owner name, address, and phone number.

Task 4. Final Design

- a. Prepare final design documents and required documentation. Final engineering plans, surveys, and landscape plans are to be signed and sealed by a registered engineer, land surveyor, and landscape architect respectively.
- b. Provide final detailed construction cost estimate.
- c. Attend final field plan review with City Staff (FFPR) and address comments or concerns.
- d. Finalize utility coordination, relocation plans, and schedule.
- e. Cross sections at 50' intervals.
- f. Driveway profiles.
- g. Drainage profiles.
- h. Erosion & sedimentation control plans including submittal and permit approval by the Georgia Soil & Water Conservation Commission.
- i. Streetlighting plans that conform with the City of Tucker Standard Guidebook. Coordination and approval from Georgia Power Company.
- j. Linear landscaping plan that conforms to the City of Tucker Standard Guidebook and GDOT clear zone requirements.
- k. Prepare all necessary documents for approvals, including, but not limited to, final plans, specifications, special provisions, certification packages.

Task 5. Permitting

Prepare all necessary documentation for permits from the City of Tucker, DeKalb County Watershed Management, Georgia Soil & Water Conservation Commission, utility owners and others, as necessary.

Task 6. Meetings and Coordination

- a. Attend monthly coordination meetings with City staff and additional meetings as may be required.
- b. Attend one (1) public meeting.
- c. Coordinate and attend up to five (5) meetings with significantly impacted property owners.

DELIVERABLES

Final design plans, CAD files and supporting documentation, all with certified professional stamps, with all City comments addressed. These documents include, but not limited to:

1. Survey Database
2. Preliminary Plans
3. Stormwater Feasibility Report
4. Right-of-Way Plans, Plats and Exhibits
5. Final Detailed Construction Cost Estimate
6. Summary of required utility adjustments including company name, scope of conflict, and contact information.
7. Final Plans

RFP STANDARD INFORMATION

1. Authority

This RFP is issued under the authority of the Purchasing Division of the City of Tucker. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2. Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposals, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

3. Receipt of Proposals and Public Inspection

(a) Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Tucker (3) any company financial information requested by the City of Tucker to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

(b) Procurement Officer Review of Proposals

Upon opening the Proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 3.a. above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposals.
- The Proposals do not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

4. Classification and Evaluation of Proposals

(a) Determination of Responsive or Non-responsive

All Proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposals is not within the plans and specifications described and required in the RFP. If a Proposal is found to be non-responsive, it will not be considered further.

(b) Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

5. City's Rights Reserved

Issuance of the RFP in no way constitutes a commitment by the City of Tucker to award and execute a contract. Upon determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all Proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

6. General Information

1. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Proposal.
2. City of Tucker will expect to liaison with a single project manager representing the prime consultant firm and any sub-consultants.
3. The City may select the best qualified consultant based on the information received from interested firms as a result of this solicitation.
4. City of Tucker reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
5. City of Tucker also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

6. It is the responsibility of all firms interested in submitting proposals for this advertisement to routinely check the posting on the website for any revisions to this RFP.
7. Incomplete submittals will not be considered. Late submittals will not be accepted.

PROPOSAL SUBMISSION AND EVALUATION

1. Preparation of Proposal

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Proposals, the Offeror should reference these materials in the technical Proposals, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

2. Submittal Requirements

Failure to meet these requirements will result in the Proposals being determined “non-responsive” and the entire submittal will be rejected. Unless otherwise specified, all requirements will count toward the page limit.

1. Submittals of firm information and Proposals should be no more than twenty (20) pages single-sided, 8½” x 11” pages in length. The 20-page limit does not include the cover page, tabs or title pages, and the required City forms. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), and joint venture partner information (if applicable). If the firm has branch offices, state which office will perform most of the work.
3. In table format, provide a brief description of planning services or related projects completed within the last three (3) years. Include the name of the project owner, contact name and email or phone number.
4. Provide the resumes of key personnel who will perform the work. Consultants shall clearly indicate the designated staff that will act as the primary point of contact with

the City. Personnel information should include professional registrations, years of experience, years with firm, and description of responsibilities associated with specific previous projects performed by the individual. Show all licenses and certifications of key personnel including registered professional engineer, land surveyor, and landscape architect.

5. Provide an Organizational Chart of key personnel.
6. Provide a proposed timeline for completion of objectives.
7. The consultant should provide a minimum of four (4) references.
8. The consultant shall submit the required forms provided as part of the bid package, which will not be counted toward the 20-page limit.

3. Evaluation Process

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

Selection and award will be based on the offeror's Proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

4. Selection Criteria

The Evaluation Committee will evaluate the quality and completeness of each proposal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. Proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Firms will be evaluated and rated based on the criteria below:

Project Understanding and Approach – 30 points

Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and the desired outcomes for the project. The Offeror shall

develop a work plan and approach that addresses all major tasks and subtasks.

Qualifications and Similar Project Experience of the Firm and Staff – 40 Points

The Offeror shall present an organization chart showing the reporting structure for the project team, including the proposed task leaders for all major work categories. A short description of the Firm's and Staff's experience on similar work projects shall be prepared. Projects of similar size and content to the proposed project should be included. Project references should also be included.

Cost Proposal – 30 points

Proposers shall provide lump sum costs for each of the six (6) tasks defined in Section 1.5 above with a total Not to Exceed Amount. Proposers should also submit comprehensive and clearly defined staff rates applicable to potential additional services.

5. Oral Presentations

The City reserves the right to invite Offerors to present their proposal to the Technical Evaluation Team. Evaluation criteria for such presentations will be provided to offerors prior to presentations.

6. City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

TERMS AND CONDITIONS

1. The City reserves the right to amend this RFP prior to the due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, and also the City's website at: www.tuckerga.gov/bids. Offerors are encouraged to check this website frequently.
2. A submitted Proposal may be withdrawn prior to the due date by a written request to the Procurement Manager. A request to withdraw a Proposals must be signed by an authorized individual.
3. The cost for developing the Proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

4. If an Offeror has any existing client relationship that involves the City of Tucker, the Offeror must disclose each relationship.
5. It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. However, there is no DBE minimum goal for this project.
6. The City of Tucker adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0126 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.
7. The Contractor will comply with all City, State of Georgia, Title VI and Federal laws, rules, and regulations.
8. This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.
9. Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors, agents, and suppliers.
10. At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The

remedies afforded by City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

11. Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.
12. Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.
13. Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.
14. Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.
15. In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.
16. Miscellaneous
 - (a) No remedy of City shall be exclusive of any other remedy herein or provided by law asequity, but each shall be cumulative. (b) City's failure or forbearance to enforce any termhereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the

terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Proposals, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

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
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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:	RFP 2026-004 Hugh Howell Trail Phase III Design

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: _____



OATH OF NON-COLLUSION

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

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

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. Consultant 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 Consultant whose duty it is to make the payment.

3. If Consultant 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 Consultant in bidding for or procuring the contract.

4. If Consultant 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 Consultant in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20____.

By: _____, individually and on behalf of Consultant
[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): _____