



Mayor & City Council
Regular Meeting Agenda

Monday, January 8, 2024, 7:00 PM

Tucker City Hall

1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084

Members:

Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Virginia Rece, Council Member District 1, Post 2
Vinh Nguyen, Council Member District 2, Post 2
Amy Trocchi, Council Member District 3, Post 2

Link to Watch Video: <https://www.tuckerga.gov/documents/>

Pages

A.	CALL TO ORDER	
B.	ROLL CALL	
C.	MAYOR'S OPENING REMARKS	
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E.	APPROVAL OF THE AGENDA	
	• Motion to approve/amend agenda	
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	• Consideration of a Contract Award for the I-285 @ Lawrenceville Hwy Landscape Installation Bid (ITB #2023-031)	
I.3	Contract C2023-031-MOU-TNCID	91
	• Consideration of Approval of a Memorandum of Understanding with the	

Tucker-Northlake Community Improvement District for the I-285 @
Lawrenceville Hwy Landscape Installation

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I.7	Contract Agreement IGA-2024-01	151
	<ul style="list-style-type: none">• An Intergovernmental Agreement with DeKalb County for funds toward Stormwater Repairs of Lake Erin Dam	

J. MAYOR AND COUNCIL COMMENTS

K. EXECUTIVE SESSION

- As required for personnel, real estate and litigation

L. ACTION AFTER EXECUTIVE SESSION

- As needed

M. ADJOURNMENT

- Motion to adjourn meeting



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, December 11, 2023, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

Members Present: Frank Auman, Mayor
Roger W. Orlando, Council Member District 1, Post 1
Cara Schroeder, Council Member District 2, Post 1
Alexis Weaver, Council Member District 3, Post 1
Virginia Rece, Council Member District 1, Post 2
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

ZOOM Link: <https://us02web.zoom.us/j/89338334026>

A. CALL TO ORDER

Mayor Auman called the meeting to order at 7:00 PM.

B. ROLL CALL

The above were in attendance for a quorum. Councilmember A. Weaver attended via zoom.

C. PLEDGE OF ALLEGIANCE

The pledge was led by Councilmember Lerner and Councilmember Monferdini.

D. MAYOR'S OPENING REMARKS

Mayor Auman opened the meeting to comments on the departing city council members Anne Lerner and Noelle Monferdini who have reached the end of their eight year term limit. Both councilmembers spoke on their experiences on the council. "On behalf of all of Tucker, thank you, congratulations, and job well done," Mayor Auman said.

Mayor Auman mentioned that since the Nov meeting 7 new Occupational Tax Certificate applications were received, and to sign up for the In Tucker Magazine.

E. PUBLIC COMMENTS

Public comments were heard from four citizens regarding the events of Peter & Paul's Place, a kudzu issue and freedom of speech.

F. APPROVAL OF THE AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the agenda as presented passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

G. CONSENT AGENDA

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to approve the consent agenda G.1-G.3 as presented passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

G.1 Regular Meeting Minutes - November 13, 2023

G.2 Special Called Meeting Minutes - November 17, 2023

G.3 Regular Meeting Minutes - November 27, 2023

H. PRESENTATIONS

H.1 Parks and Recreation Master Plan Update by Barge Design Solutions

Parks and Recreation Director Carlton Robertson introduced Barge Design Solution to give a presentation on the Parks and Recreation Master Plan 5-yr Update that will address the additional park properties that were added and how that impacted the community, the change in program delivery and recommendations for present and future staffing and facilities.

I. STAFF REPORTS

I.1 Report on Interim Financial Statements for November 2023

I.2 Report on Upcoming Council Meeting Agenda Items

City Manager Tami Hanlin stated that the wording on the item on the Mayor Pro Tem was not correct, that it is not appointed by resolution.

J. OLD BUSINESS

J.1 Ordinance O2023-11-22

Community Development Director Courtney Smith spoke on the second read of an Ordinance for Amending the City of Tucker Code, Chapter 46 Zoning, including changes to special land use permit regulations. (TA-23-0005)

Mayor Auman opened a public hearing which no citizens spoke in favor and no citizens spoke in opposition. Public hearing closed.

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to approve Ordinance 02023-11-22 to amend Code Chapter 46 Zoning as presented passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

J.2 Ordinance O2023-11-23

Public Works Director Ishri Sankar spoke on the second read of an Ordinance for amending the City of Tucker Code, Chapter 38 Streets, Sidewalks, and Other Public Places to create Article IV Traffic Calming to alleviate vehicular speeding through residential streets and neighborhoods. Councilmember Monferdini requested verbiage be added that the Public Works Director must approve and installation on/within City's ROW and Councilmember Weaver requested an update on the eligible streets table to add what the * stands for.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve Ordinance 02023-11-23 to amend Code 38 Streets, Sidewalks, and Other Public Places to create Article IV Traffic Calming as updated passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

J.3 Resolution R2023-12-28

Mayor Auman nominated John McHenry to the position of City Manager at November 27, 2023 Council Meeting. The City Council unanimously voted to appoint John McHenry as the City Manager of Tucker.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve Resolution R2023-12-28 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K. NEW BUSINESS

K.1 Resolution R2023-12-29

Finance Director Beverly Hilton spoke on the need for a final Budget Amendment for FY2023 for the audit entries for Fiscal Year ended June 30, 2023 to bring the budgeted amounts to actual amounts at year end. This provides a cleaner and more accurate final financial statement for the completed fiscal year.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve Resolution R2023-12-29 to amend FY23 Budget as presented on Exhibit A passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.2 Resolution R2023-12-30

Finance Director Beverly Hilton spoke on the need for a Budget Amendment #2 for the FY2024 Operating and Capital Budgets.

General Fund Revenue

100-9000	Transfer from ARPA	4,500,000
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General Fund Expenditures

100-2650	Legal Services-Court	10,000
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100-7550	Legal Services-DDA	2,500
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100-1530	Legal Services- COT	24,000
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100-1535	Interdev Contract	100,000
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100-multi	Jacobs Contract	210,000
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100-1500	Lease Maintenance Fees	25,000
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		<hr/> 371,500
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ARPA Fund Expenditures

230-9000	Transfer to General Fund	4,500,000
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Capital Fund Expenditure

300-7000	Fire Marshall Vehicle	50,000
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MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve Resolution R2023-12-30 to amend FY24 Budget as presented on Exhibit A passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.3 Contract C2023-12-07-CMEA

Mayor Auman spoke on the employment contract for John McHenry that is closely modelled on the current city manager's contract and vetted by the city attorney.

MOVER: F. Auman

SECONDER: V. Rece

Motion to approve Contract C2023-12-07-CMEA passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.4 Contract C2023-12-07-SACSA

Mayor Auman spoke on the consulting contract for Tami Hanlin, who has indicated that she wishes to retire from the position of city manager. The transition will be effective at the time of the swearing in of the new City Manager, contemplated to be January 8, 2024, Hanlin will cease to be City Manager and shall serve as a Special Assistant to the City Manager until the end of business on February 9, 2024. After that date, Hanlin will be available on an hourly basis for consulting/project management at the direction of the City Manager.

MOVER: F. Auman

SECONDER: N. Monferdini

Motion to approve Contract C2023-12-07-SACSA passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.5 Contract AMD-C2023-12-07 Legal Services

Mayor Auman spoke on the Renewal of Engagement for Legal Services contract and the increase in the hourly rates effective January 1, 2024. PKKN Attorneys at Law has provided Legal Services for the City of Tucker since May 2, 2022.

MOVER: F. Auman

SECONDER: A. Weaver

Motion to approve Contract AMD-C2023-12-07 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.6 Resolution R2023-12-31

Mayor recommended to continue with Judge Steve Nicholas as Chief Judge for the Tucker Municipal Court for 2024.

MOVER: F. Auman

SECONDER: C. Schroeder

Motion to approve Resolution R2023-12-31 to appoint Judge Nicholas as Chief Judge for 2024 passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.7 Resolution R2023-12-32

Community Development Director Courtney Smith spoke on the resolution to assume enforcement of certain fire prevention regulations for the City of Tucker. O.C.G.A. § 25-2-12 requires municipalities having a population of 45,000 or less to pass a resolution if

they intend to adopt and enforce the state minimum fire safety standards, which the resolution will be forwarded to the Insurance and Safety Fire Commissioner as DeKalb County Fire has been providing these services per our Intergovernmental Agreement.

MOVER: A. Lerner

SECONDER: V. Rece

Motion to approve Resolution R2023-12-32 to assume enforcement of certain fire prevention regulations passed unanimously

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.8 Quote Q2023-12-07-FM

Community Development Director Courtney Smith spoke on the consideration of the quote to purchase a white Ford Explorer with a price not to exceed \$43,000.00 for the Fire Marshal. The duties and responsibilities of the Fire Marshal will include a lot of fieldwork, which will require a city vehicle

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to approve the purchase of the city vehicle for the Fire Marshal passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.9 Resolution R2023-12-33

Public Works Director Ishri Sankar spoke on adopting a Stormwater Extent of Service Policy. The City is now responsible for the maintenance of stormwater infrastructure in the City of Tucker. As stormwater is all interconnected and traversing through conduits, ditches, swales, and ponds both on public right of way and private property, it is important to identify the areas of which will be owned and maintained by the City of Tucker. Recommendation that the City taking ownership of all stormwater (structures and conduits) related infrastructure within the right of way as well as to the first structure outside the right of way. This allows for an undisputable location of which the City is responsible versus private owner. The Extent of Service document is a medium between only maintaining the infrastructure located entirely in the right of way (minimum legal obligation), versus maintaining all the stormwater infrastructure across the City.

MOVER: A. Weaver

SECONDER: C. Schroeder

Motion to approve Resolution R2023-12-33 to adopt the Stormwater Extent of Service Policy as attached as Exhibit A passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

K.10 Contract C2023-TO13-PO24-645

City Engineer Ken Hildebrandt spoke on the contract for task order #13 for Idlewood Road @ Sarr Parkway Roundabout Design. This project was recommended in the North/South Connectivity Study. The scope includes surveying, a public information meeting, engineering design, a lighting plan, and educational materials on roundabouts. Kimley Horn performed the previous traffic analysis at this intersection which recommends a roundabout. Staff recommends that the task order be awarded to Kimley Horn in the amount of \$183,035.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve Contract C2023-TO13-PO24-645 to Kimley Horn passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

L. MAYOR AND COUNCIL COMMENTS

Happy Holidays to all.

M. EXECUTIVE SESSION

None

N. ACTION AFTER EXECUTIVE SESSION

None

O. ADJOURNMENT

MOVER: A. Lerner

SECONDER: N. Monferdini

Motion to adjourn meeting at 9:28 PM passed unanimously.

AYES: (7): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: January 8, 2024
RE: Memo for Bid Award for I-285 @ Lawrenceville Highway Landscape Installation

Contract/Document Number: C2023-031-PO24-653

Description for on the Agenda:

Bid Award for I-285 @ Lawrenceville Highway Landscape Installation

Issue:

Bid Award for I-285 @ Lawrenceville Highway Landscape Installation

Recommendation:

Staff recommends that the bid be awarded to Tri Scapes, Inc. in the amount of \$544,958.85.

Background:

This project will provide beautification to a heavily traveled interchange and gateway to the city. This design was completed by Winter Design and funded by the Tucker-Northlake Community Improvement District. It includes a variety of flowering trees, shrubs, sod, and mulch. A permit has been obtained from the Georgia Department of Transportation.

Summary:

Five bids were received:

Tri Scapes, Inc	\$544,958.85
Visionscapes Landscape Services	\$570,120.57
Georgia Green Landscaping	\$552,512.65
Sweet City Landscapes	\$718,988.05
Russell Landscape Group	\$848,217.98

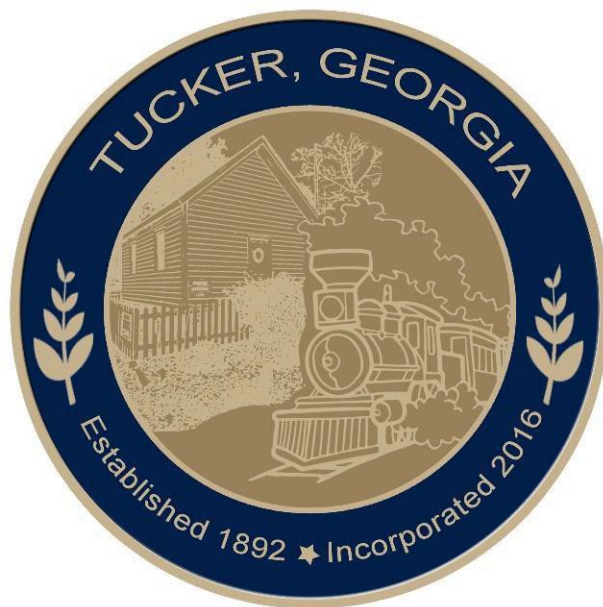
Financial Impact:

\$544,958.85 will be funded from the Capital Projects account for City-Wide Beautification (CM2403; GL #300-1320-54.12000).

City of Tucker

Invitation to Bid
ITB # 2023-031

LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE
IMPROVEMENTS



BID MANUAL

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

City of Tucker Invitation to Bid
ITB #2023-031
LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE IMPROVEMENTS

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the Lawrenceville Highway @ I-285 Landscape Improvements 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> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	November 21, 2023
Pre-Bid Conference	N/A
Deadline for Questions	December 5, 2023, at 5:00 p.m.
Responses to Questions Posted (Addenda)	December 7, 2023
Bid Deadline	December 19, 2023, at 2:00 p.m.
Award at Council Meeting	January 8, 2024 (tentative)
Completion from Notice to Proceed	120 days

SCOPE OF WORK: Refer to Exhibit A and attached plans.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov Reference Bid #2023-031

PRE-BID CONFERENCE: N/A

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: Vendor shall submit ITB Response electronically to procurement@tuckerga.gov no later than **December 19, 2023, at 2:00 p.m.** with the subject line ITB #2023-031. The email must contain the vendor contact information.

BID TABULATON: Preliminary Bid results will be posted on the City's website, <http://tuckerga.gov>, following the opening of bids.

City of Tucker Invitation to Bid
ITB #2023-031
LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE IMPROVEMENTS

Your response must be received by the date and time specified. Published addenda will show any schedule updates. Late receipt of ITBs will not be considered regardless of postmark/carrier or email issues. Proposals received after the opening time will be filed unopened. The City of Tucker reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to make an award, and to re-advertise in the best interest of the City. No proposals will be received orally/phone.

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

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Bid Proposal Form – Exhibit B
2. W-9 Form
3. Certificate of Insurance
4. Contractor Affidavit
5. Subcontractor Affidavit
6. Proposed List of Subcontractors
7. Bid Bond Form
8. Contact Form
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-031 Lawrenceville Highway @ I-285 Landscape Improvements

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Lawrenceville Highway @ I-285 Landscape Improvements Project.

This project is for the installation of landscaping at the interchange of Lawrenceville Highway @ I-285 per the attached plans and specifications. The complete scope, plans, and other relevant information for ITB 2023-031 Lawrenceville Highway @ I-285 Landscape Improvements Project is available for download or review on the City of Tucker website:

<https://www.tuckerga.gov/bids> 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 Traffic Control
- 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.

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 120 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).

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

City of Tucker Invitation to Bid
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LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE IMPROVEMENTS

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

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.

A one (1) year maintenance bond will be required. The selected contractor will be responsible for the maintenance of materials for one (1) year including watering and replacement of dead materials. The City will conduct an inspection at the end of the warranty period. The contractor will complete any 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 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 \$1,000,000 per occurrence.

City of Tucker Invitation to Bid

ITB #2023-031

LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE IMPROVEMENTS

MATERIALS

The contractor will be required to submit in writing a list of proposed sources of materials. The City will inspect and approve all materials prior to installation. The materials used in the work shall meet all quality requirements of the contract.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the item for Traffic Control. Properties requiring driveway closures be notified no less than one week prior to said closures.

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 his/her 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.

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

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LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE IMPROVEMENTS

cause a hazard to the public.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, 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. 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.

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 City will obtain the required GDOT Encroachment Permit.
2. Quantities may vary from those shown on the plans. **Use the quantities shown in Exhibit B.**
3. Unit price includes all costs such as, but not limited to, site prep, soil amendments, planting, plant materials, installation, cleanup, and a 1-year warranty and maintenance after establishment.

SUBCONTRACTOR

Any contractor utilizing a subcontractor must submit a proposed list of subcontractors and a Subcontractor Affidavit (Exhibit E-2).

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS
Exhibit B: Cost Proposal

ITB #2023-031: Lawrenceville Hwy @ I-285 Landscape Improvements				
Item	Size	Quantity	Unit Cost	Total Cost
Mary Nell Holly	8' ht.	45		
Schillings Holly	#3	3451		
Loropetalum 'Purple Diamond'	#3	3174		
Switch Grass 'Heavy Metal'	#3	2249		
Dwf. Burford Holly	#3	1254		
Grey Owl Juniper	#3	215		
Snowball Viburnum	#3	123		
Bermuda Tift 419	SF	149485		
Assorted Daffodils (GDOT bulb program)	SF	4618		
Pine Bark Nuggets (Daffodils area 4,618 s.f.)	Bag	425		
Pine straw (approx. 173,805 s.f.)	Bale	4500		
Stone Rip Rap (match to exiting to touch-up)	SF	2010		
Water Occurrences	Total	15		
Traffic Control	Total	1		
Total				

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS

Exhibit B: Cost Proposal

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Signature: _____

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

I-285 & US29/SR8/Lawrenceville Hwy Intersection

Landscape Improvements

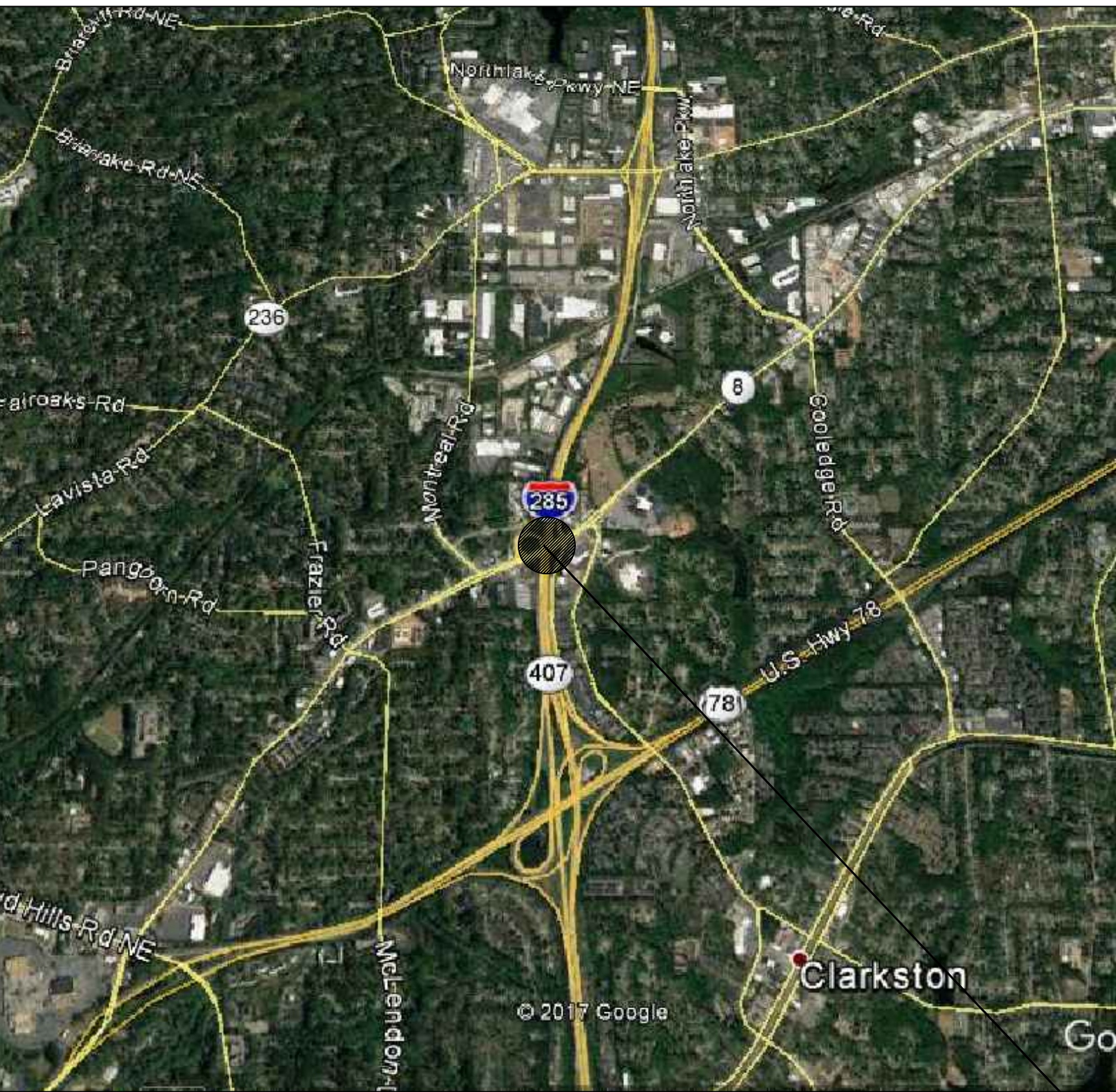
Construction Drawings

Dekalb County, Georgia

TEAM MEMBERS AND CONTACTS

LANDSCAPE ARCHITECT: WINTER DESIGN, LLC

VICINITY MAP



PROJECT LOCATION



Prepared for:

Tucker-Northlake
Community Improvement District
P.O. Box 3053
Tucker, Georgia 30085
678-939-8947
(24 hr. contact)

*THERE IS NO IRRIGATION FOR PROJECT



SHEET INDEX

CS-1	COVER SHEET
CS-2	SITE LAYOUT
L-1	LANDSCAPE IMPROVEMENTS
L-2	LANDSCAPE IMPROVEMENTS
L-3	LANDSCAPE IMPROVEMENTS
L-4	LANDSCAPE IMPROVEMENTS
D-1	PLANTING DETAILS
D-2	PLANT SCHEDULE

NUMBER OF SHEETS = 8

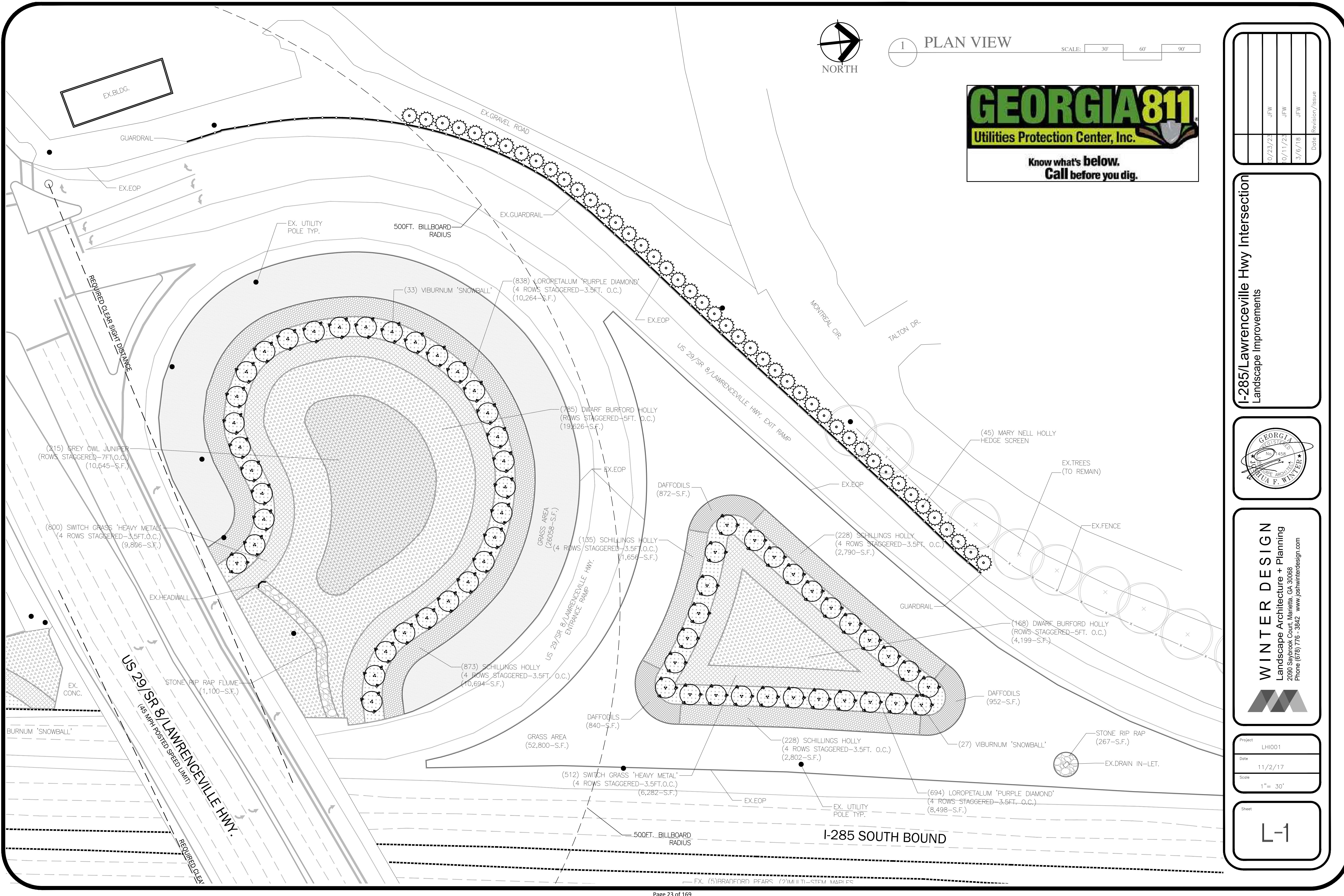
Date	10/23/23
Date	10/11/23
Date	3/6/18
Date	11/2/17

WINTER DESIGN

Landscape Architecture + Planning

2090 Saybrook Court, Marietta, GA 30068

Phone (678) 776 - 3842 www.joshwinterdesign.com



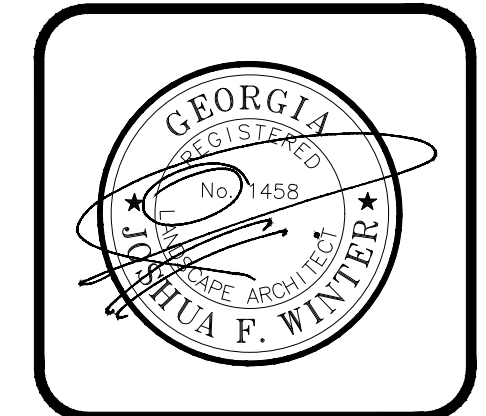
1 PLAN VIEW

SCALE: 30' 60' 90'

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.

Revision/Issue	Date	By
1	10/23/23	JFW
2	10/11/23	JFW
3	3/6/18	JFW

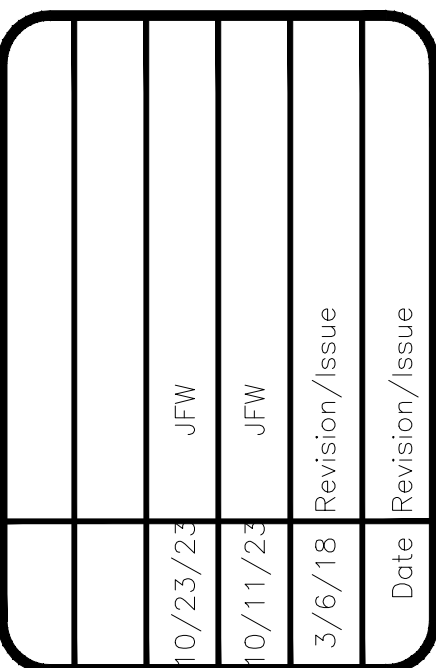
I-285/Lawrenceville Hwy Intersection
Landscape Improvements



WINTER DESIGN
Landscape Architecture + Planning
2090 Saybrook Court, Marietta, GA 30068
Phone (678) 776-3842 www.joshwinterdesign.com

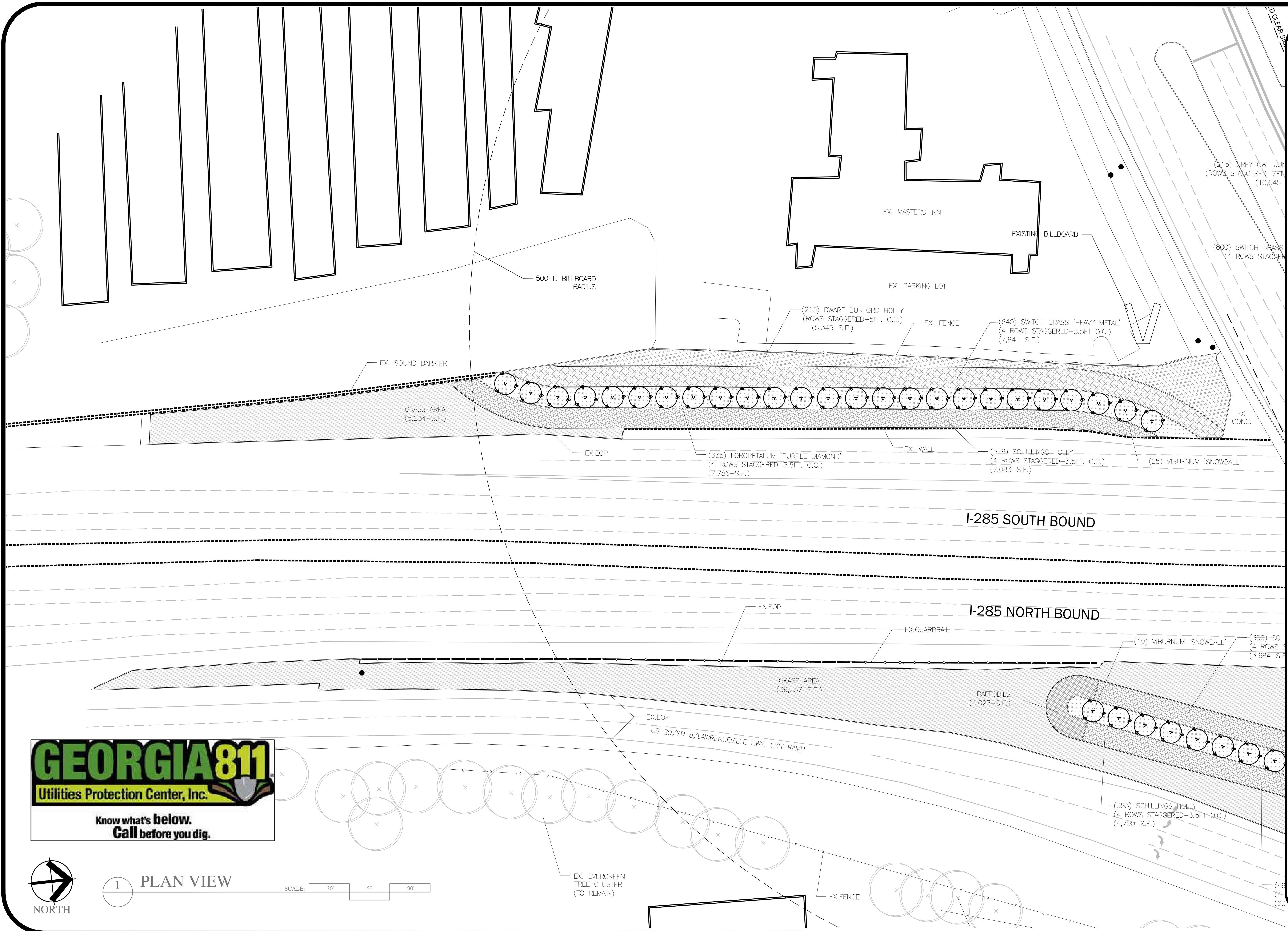
Project	LH1001
Date	11/2/17
Scale	1" = 30'

Sheet
L-1



Project	LHI001
Date	11/2/17
Scale	1" = 30'

L-2



GEORGIA811

Utilities Protection Center, Inc.

Know what's below.
Call before you dig.

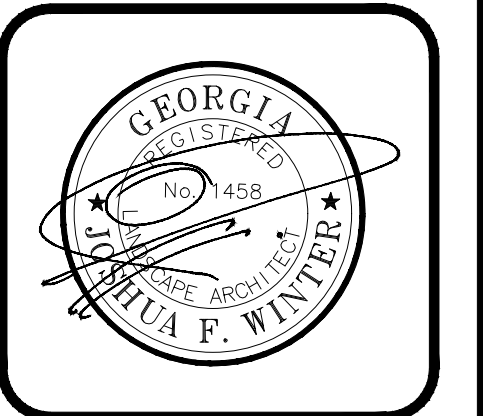
1 PLAN VIEW

SCALE: 30' 60' 90'

Date	Revision/Issue
10/23/23	JFW
10/11/23	JFW
3/6/18	JFW

I-285/Lawrenceville Hwy intersection

Landscape Improvements



WINTER DESIGN

Landscape Architecture + Planning

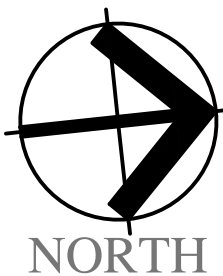
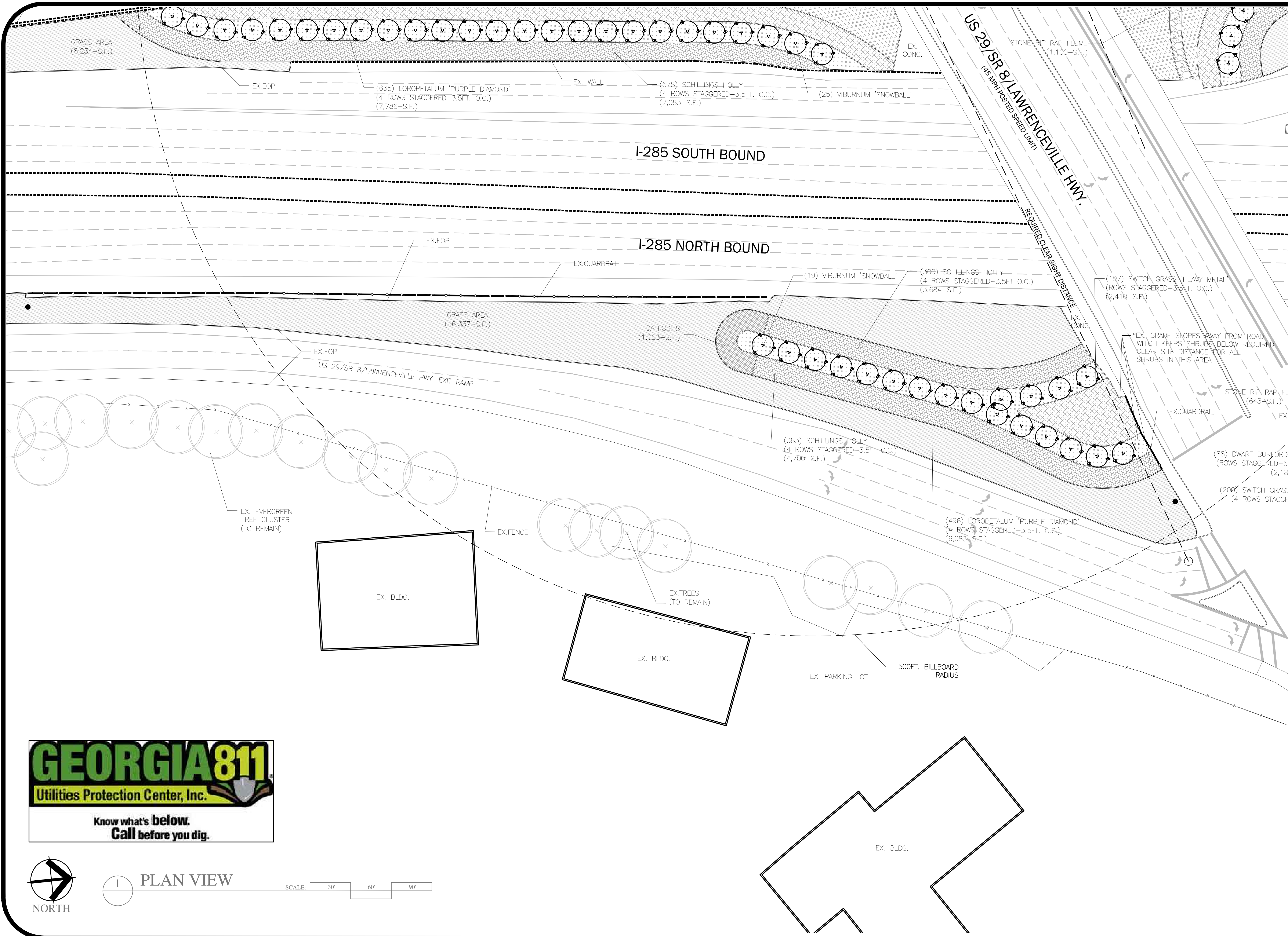
2090 Saybrook Court, Marietta, GA 30068

Phone (678) 776 - 3842 www.joshwinterdesign.com

Project	LHI001
Date	11/2/17
Scale	1"= 30'

Sheet

L-3



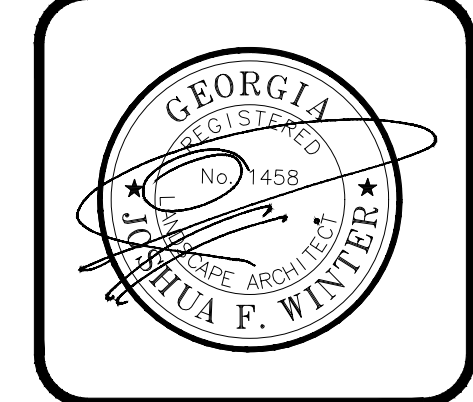
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PLAN VIEW

SCALE: 30' 60' 90'

Date	Revision/Issue
0/23/23	JFW
0/11/23	JFW
3/6/18	JFW

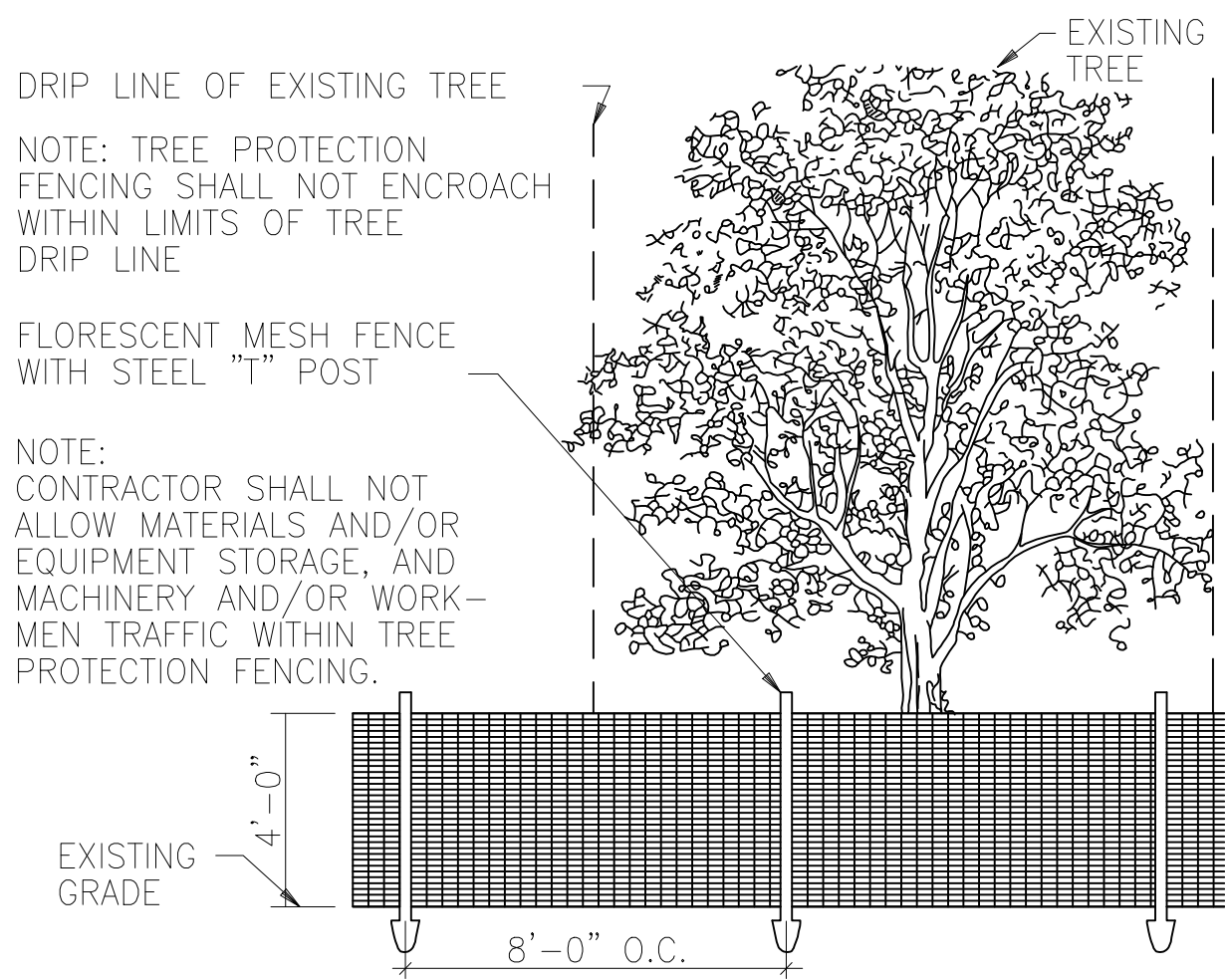
I-285/Lawrenceville Hwy Intersection Landscape Improvements



WINTER DESIGN
Landscape Architecture + Planning
2090 Saybrook Court, Marietta, GA 30068
Phone (678) 776-3842 www.joshwinterdesign.com

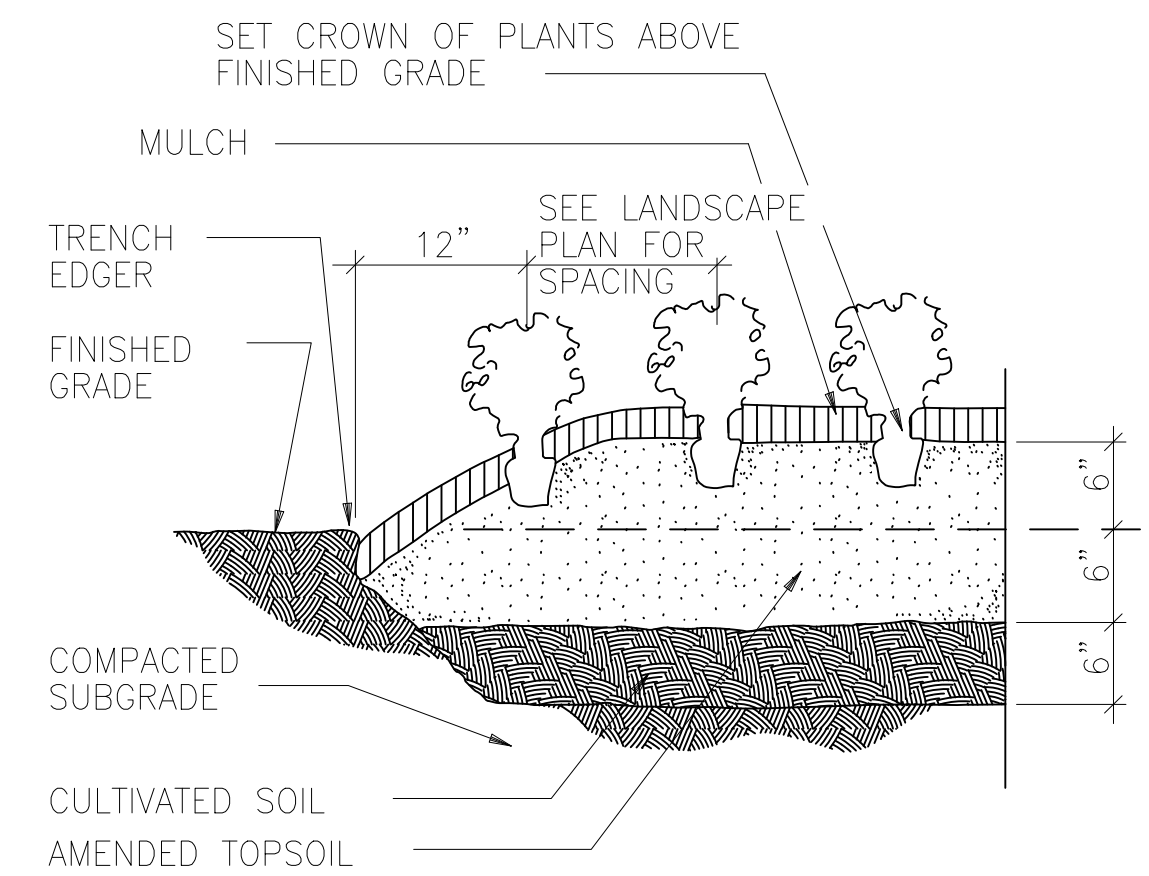
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Date	11/2/17
Scale	1" = 30'

Sheet
L-4



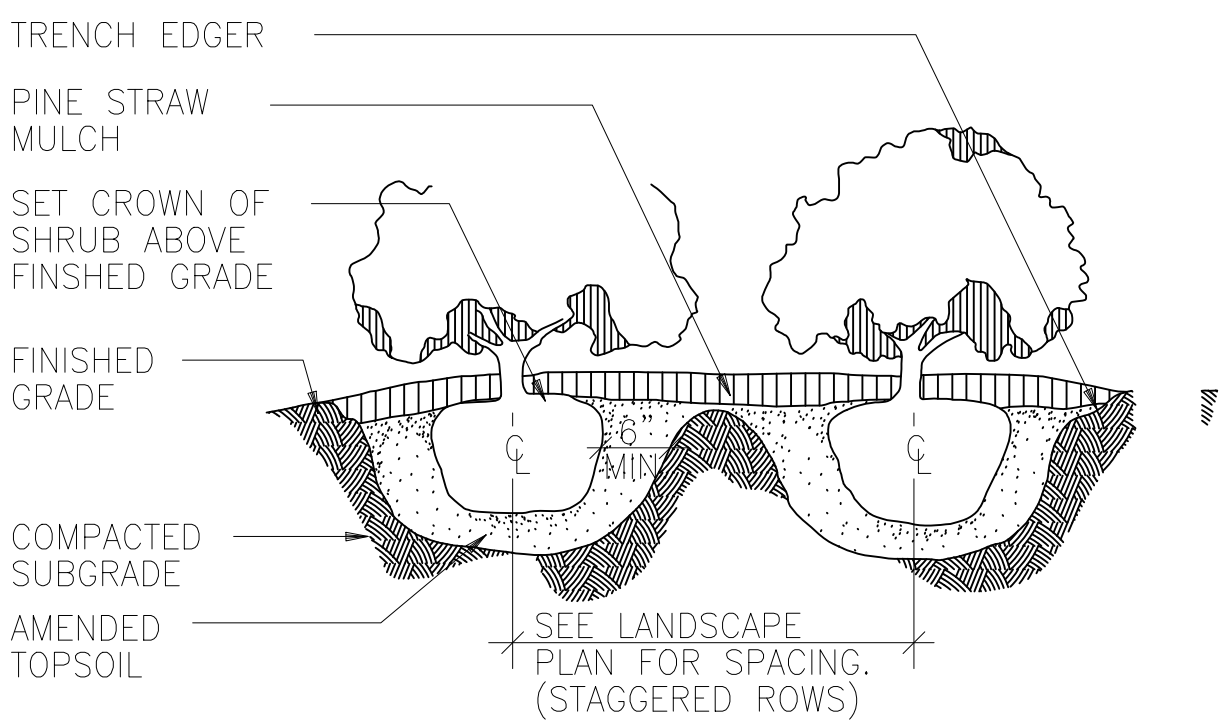
Tree Protection Fencing

NTS



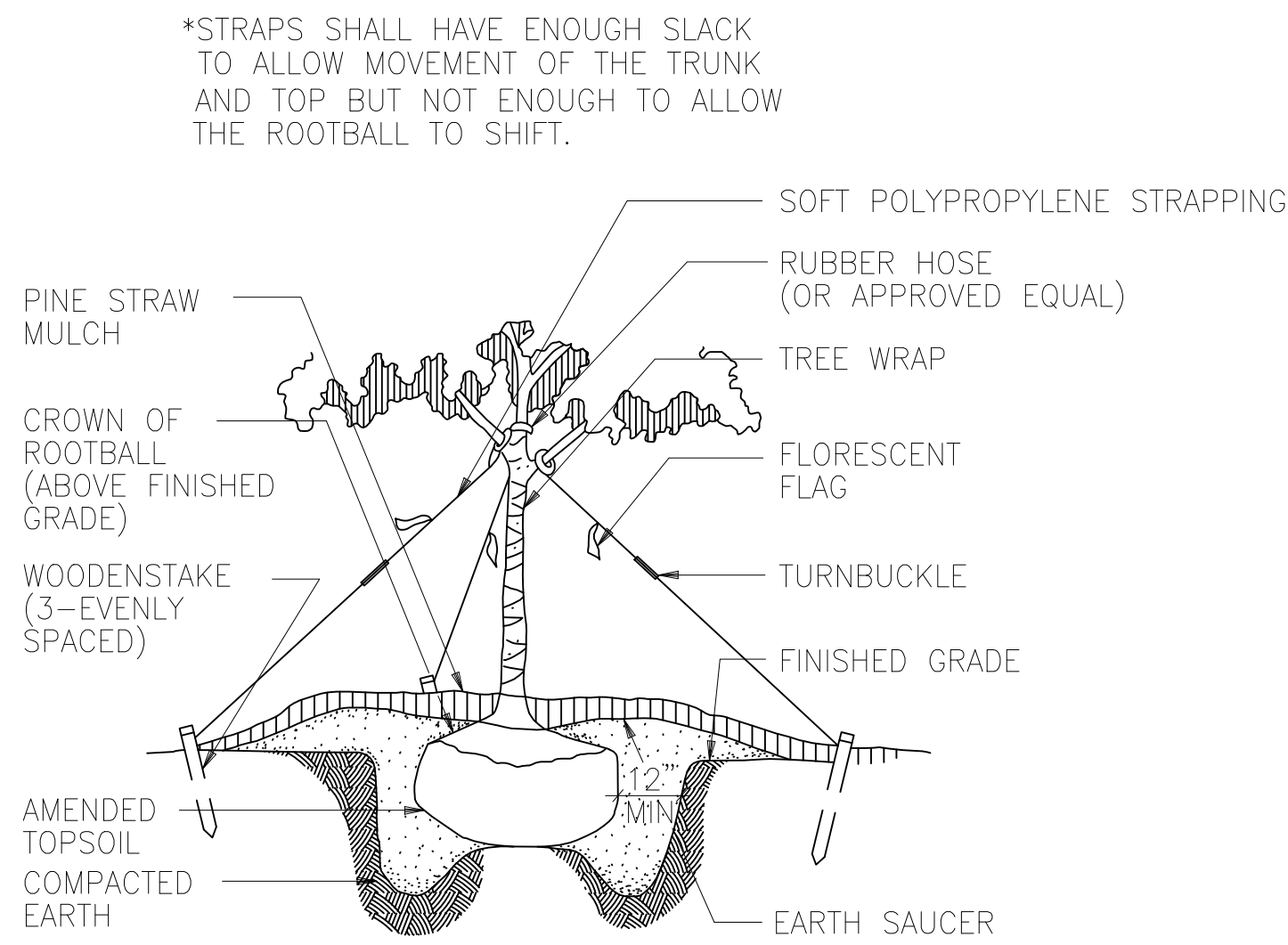
Perennial and Annual Color Beds

NTS



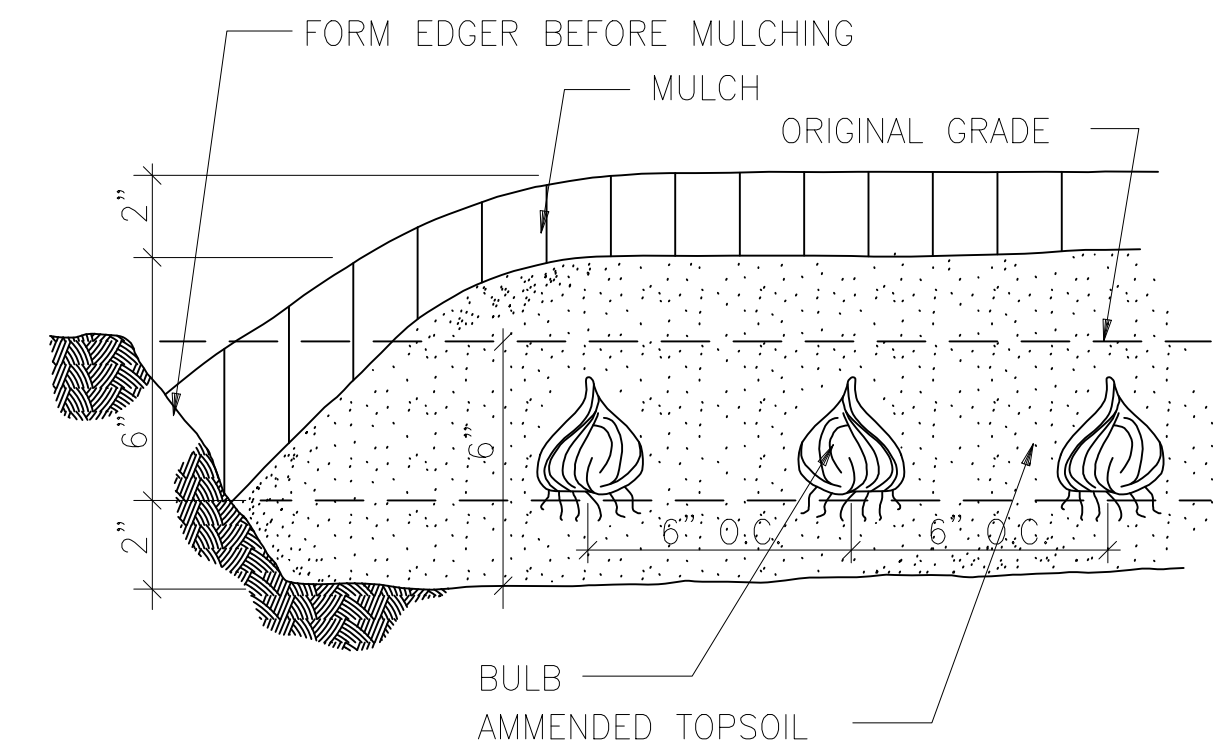
Shrub Planting

NTS



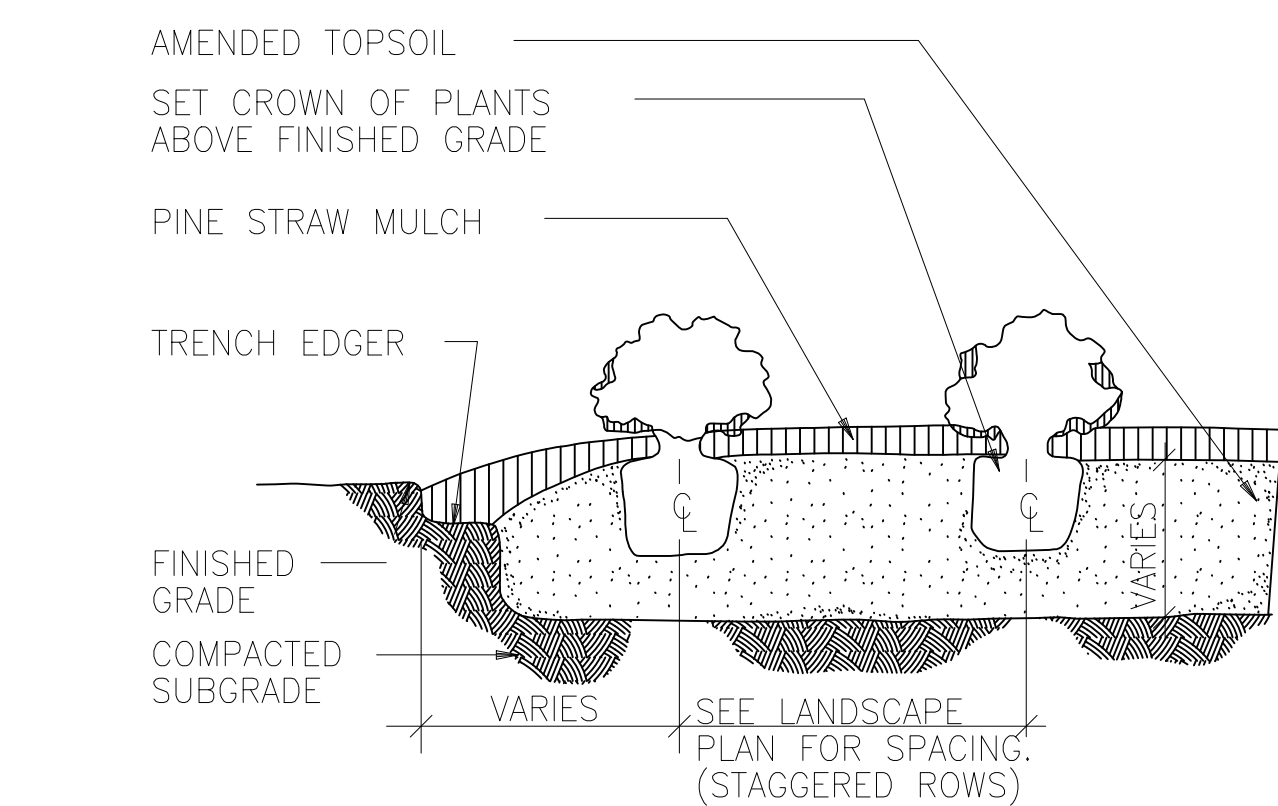
Tree Planting

NTS



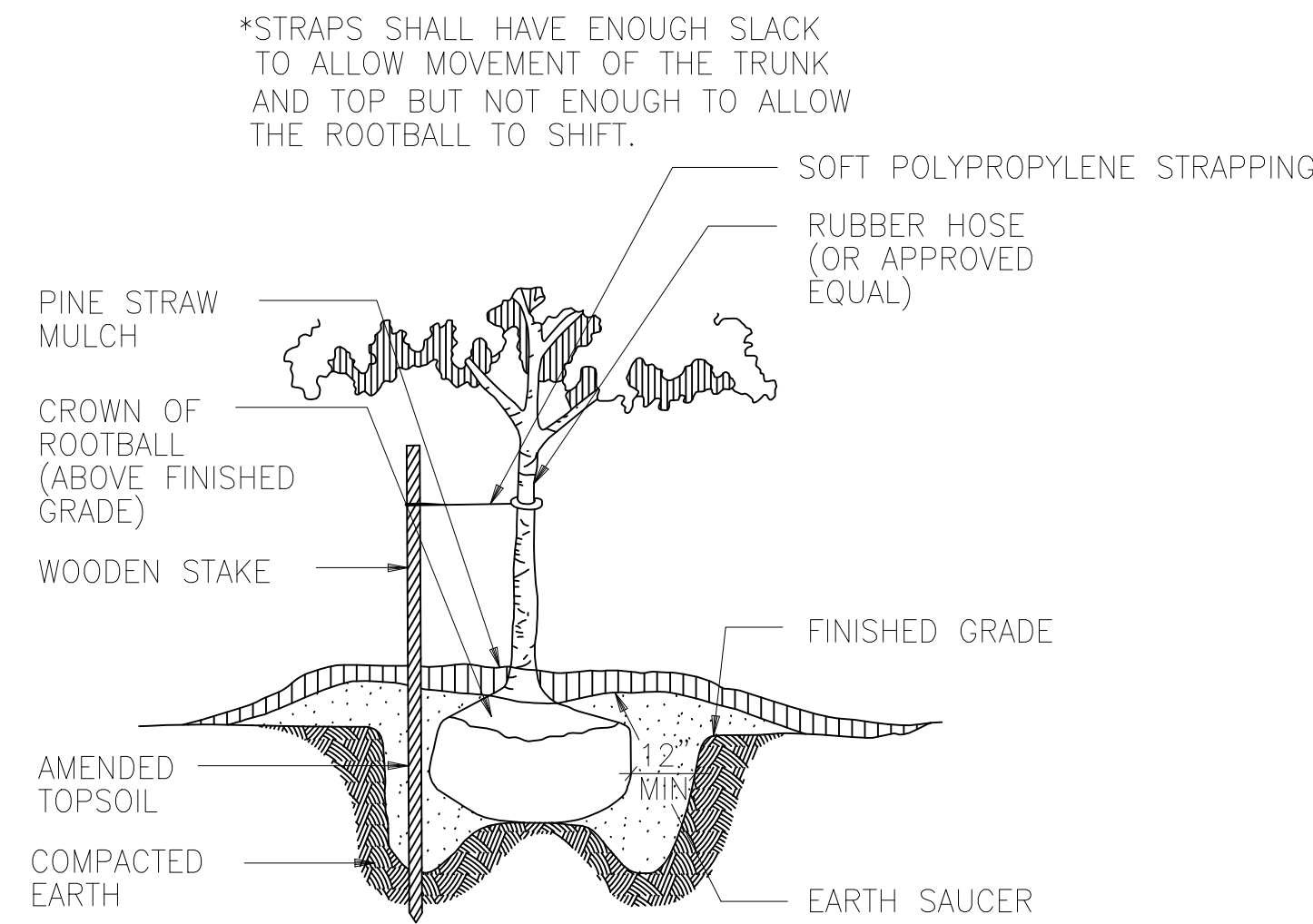
Bulb Planting

NTS



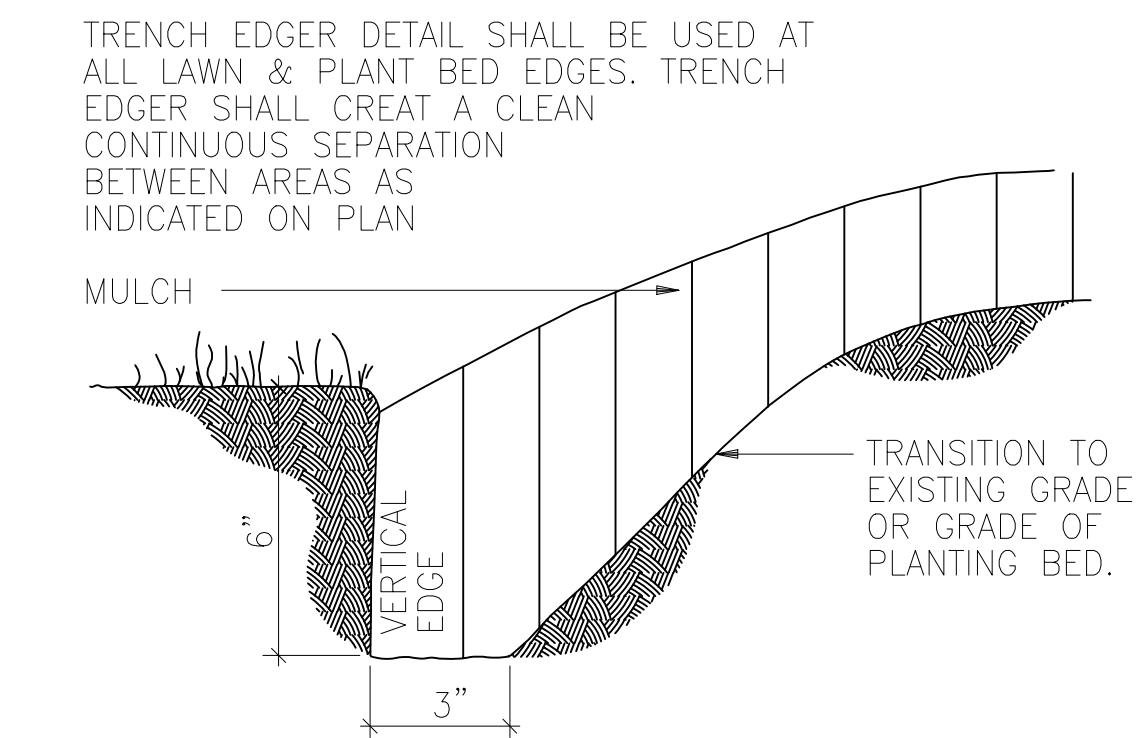
Shrub/Ground Cover Mass Planting

NTS



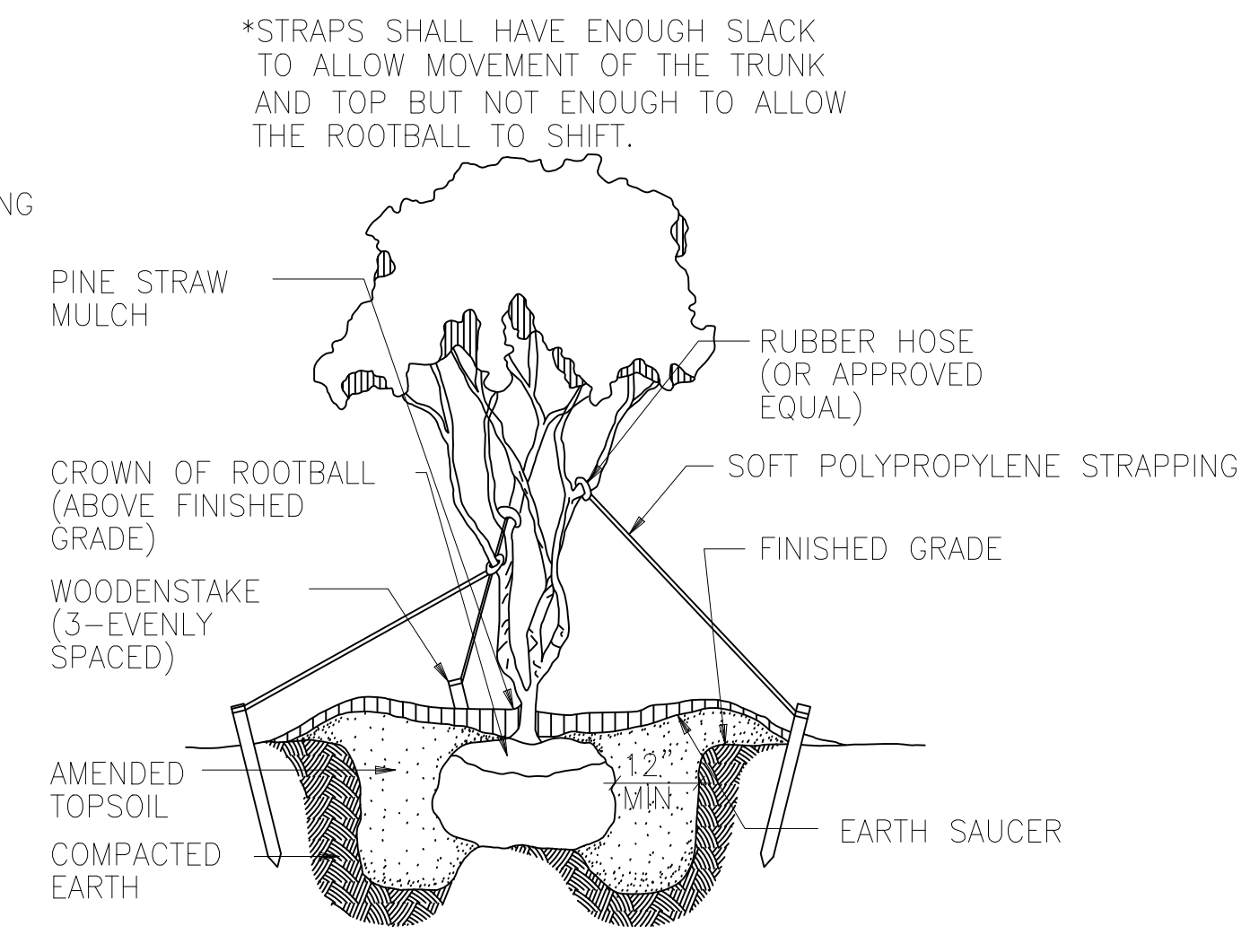
Pine or Small Tree Planting

NTS



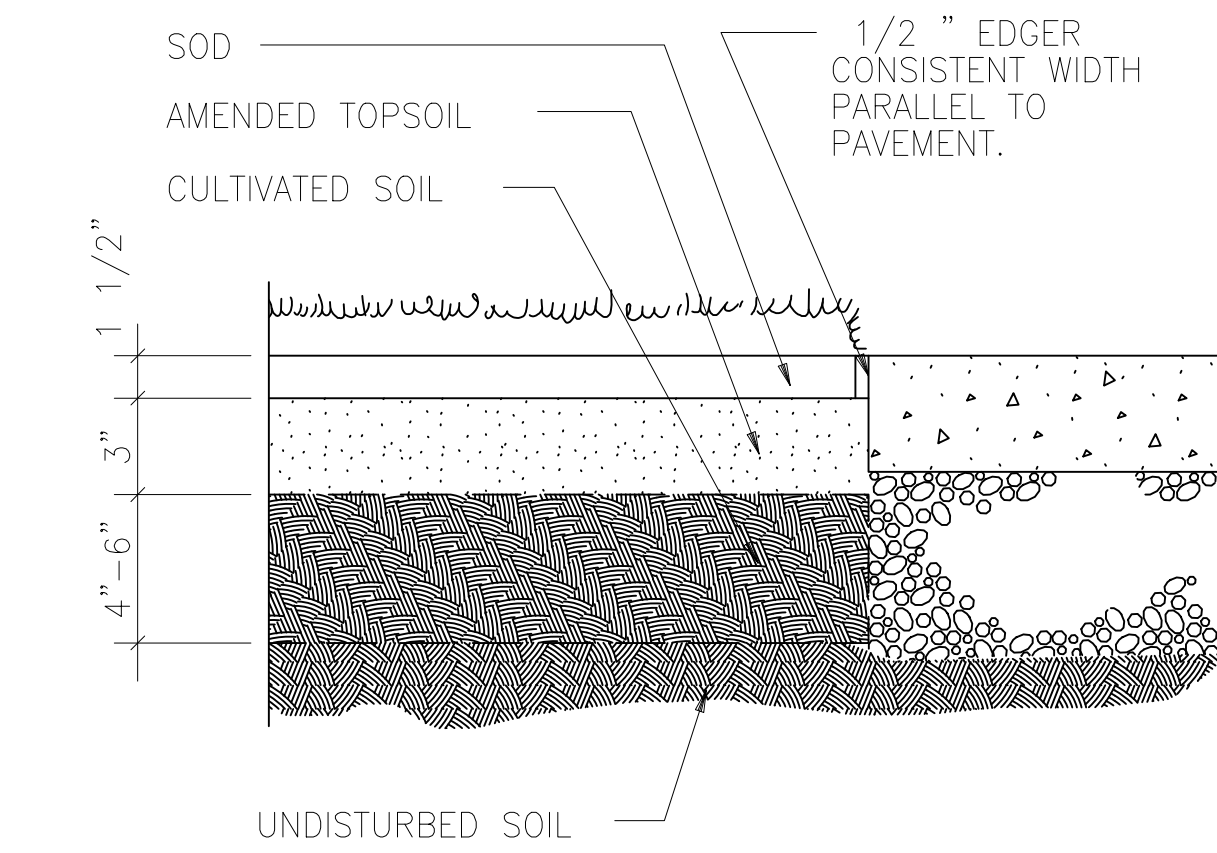
Trench Edger Detail

NTS



Multi-trunk Tree Planting

NTS



Sod Installation Detail

NTS

PLANTING NOTES

SECTION I : GENERAL

CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION. PRIOR TO SUBMITTING A BID, VERIFY ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS, OR SITE CONDITIONS WITH THE LANDSCAPE ARCHITECT.

CONTRACTOR SHALL COMPLETE SOIL TEST IN ALL PLANTING AREAS TO DETERMINE SOIL AMENDMENT REQUIREMENTS AND SUBMIT TEST RESULTS TO LANDSCAPE ARCHITECT FOR APPROVAL. CONTRACTOR SHALL ADJUST PH AND FERTILITY BASED UPON THESE RESULTS. NO ADDITION TO OR PLACEMENT OF SOIL IS TO BE DONE PRIOR TO INITIAL SOIL TEST REPORT APPROVAL. TESTING SHALL BE DONE BY SUITABLE LABORATORY. NO PLANTING SHALL BEGIN UNTIL RESULTS AND PROPER ADJUSTMENT HAVE BEEN MADE.

THE CONTRACTOR SHALL ENSURE THAT NO CONSTRUCTION-RELATED ACTIVITIES (SUCH AS THE USE OF STAGING, INSTALLATION, VEHICULAR USE, BORROW/WASTE ACTIVITIES, TRAILER PLACEMENT, ETC.) OCCUR UNDER THE DRIP LINE OF EXISTING TREES IN THE RIGHT OF WAY. THIS DOES NOT APPLY TO TREES WITHIN THE CONSTRUCTION LIMITS OR LIMITS OF DISTURBANCE THAT WILL BE REMOVED OR DESTROYED TO ALLOW OF LANDSCAPING.

SECTION II : MATERIALS

PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OR VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC.

ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE LANDSCAPE ARCHITECT AT THE JOB SITE. ALL MATERIAL REJECTED SHALL BE REMOVED FROM THE PROJECT SITE AT NO ADDITIONAL COST TO THE OWNER.

ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES, AND/OR FOILAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED.

ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. REJECT ALL CRACKED ROOTBALLS.

SECTION III : EXECUTION

ALL TREES SHALL BE STAKED AND GUYED ON THREE SIDES. SEE DETAIL.

ALL SHRUB AND TREE PITS SHALL BE AMENDED WITH A SOIL MIXTURE CONSISTING OF GRO-TONE BED MIX (1/4 LB. PER GALLON OF PLANT SIZE), 1/2 BLACK KOW COMPOSTED COW MANURE, (1 LB PER GALLON OF PLANT SIZE).

ALL GROUNDCOVER AND COLOR BEDS SHALL HAVE THE ABOVE SOIL MIXTURE TILLED INTO BED AREA TO A DEPTH OF 4".

BACK ROW OF SHRUBS SHALL BE PLANTED AT 36" FROM FACE OF WALL OR FENCE WALL. GROUNDCOVERS SHALL BE 12" OUT FROM WALL OR FENCE AS REQUIRED BY PLANT SPECIFICATIONS.

FRONT ROW OF SHRUBS SHALL BE PLANTED A MINIMUM OF 24" BEHIND (12" FOR GROUND COVER) BED LINE @ LAWNS OR WALKS AND MINIMUM 36" BACK FROM DRIVEWAY AND PARKING AREAS.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 2% POSITIVE DRAINAGE IN ALL PLANT AREAS.

ALL PLANTING BEDS AND TREE PITS SHALL BE MULCHED WITH A 3" (AFTER SETTLEMENT) LAYER OF PINE STRAW.

EXCAVATE EDGE OF ALL PLANTING BEDS TO 2" DEPTH TO FORM A NEAT CRISP DEFINITION. SEE DETAIL.

CONTRACTOR SHALL REMOVE ALL DEBRIS AND FINE GRADE ALL AREAS FOR APPROVAL BY LANDSCAPE ARCHITECT.

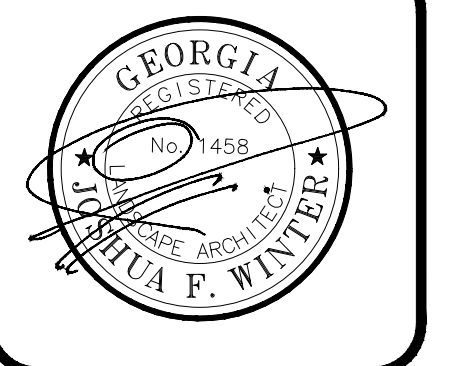
*USE ONE PACKET OF MYCHORIZE FOR EVERY 1 1/2" CALIPER OR TREE TO BE PLANTED.



Date	Revision/Issue
10/23/21	JFW
10/11/23	JFW
3/6/18	JFW

I-285/Lawrenceville Hwy Intersection

Planting Details



WINTER DESIGN

Landscape Architecture + Planning

2090 Saybrook Court, Marietta, GA 30068

Phone (678) 776-3842 www.joshwinterdesign.com

Project	LH001
Date	11/2/17
Scale	N.T.S.

Sheet	D-1
-------	-----

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 # 2023-031
Lawrenceville Hwy @ I-285 Landscape Improvements**

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. SS 13-10-1, et. Seg. And SS 36- 86-101, 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)

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.

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
					-					
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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Solicitation/Bid number or Project Description:	

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Contact Information Form

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: _____

Federal Employee ID Number (FEIN): _____



CONTRACT AGREEMENT

ITB #2023-031 Lawrenceville Highway @ I-285 Landscape Improvements

This Agreement made and entered into this ___ day of ___ in the year 202_; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and _____ ("Contractor"), located at _____.

WHEREAS, the City of Tucker is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Tucker; and

WHEREAS, the City of Tucker has caused **Invitation to Bid #2023-031** to be issued soliciting bids from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with these specifications. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a bid in response to **ITB #2023-031**; and

WHEREAS, the Contractor's bid was deemed by the City to be the lowest reliable bid per the scope of services; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Services**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A - SCOPE OF SERVICE

EXHIBIT B - COST PROPOSAL

EXHIBIT C- W-9

EXHIBIT D - CERTIFICATE OF INSURANCE

EXHIBIT E – E-VERIFY AFFIDAVIT

EXHIBIT F- CONTACT INFORMATION

EXHIBIT G - ADDENDUMS

EXHIBIT I – PERFORMANCE AND PAYMENT BONDS (if applicable)

2.0 Key Personnel

The City of Tucker enters into this Agreement having relied upon Contractor's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

- 3.1. Pricing.** The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed \$ _____.

Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to invoice@tuckerga.gov and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

- 3.2. Delay of Payment Due to Contractor's Failure.** If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.
- 3.3. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the

City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

- 4.1. Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.
- 4.2. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

- 5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.
- 5.2. Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

- 6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Tucker Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation.

If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

- i. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- iii. Acceptance of final payment by Contractor, or any subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

9.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Insurance

- 10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

11.0 Termination

- 11.1. Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

- (iv) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

11.3. Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

11.4. Termination for Convenience. The City may terminate this Agreement for convenience at

any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Vendor for work performed to date in accordance with Section 7 herein. The City shall have no further liability to Vendor for such termination.

City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

- 11.5. Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- 11.6. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:
- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
 - (ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
 - (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 - (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (ii) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (vi) After Contractor has submitted a fully documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

- i) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its subcontractors,
- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving \$30,000 or less shall be conducted in accordance with the

Southeast Region Expedited Commercial Arbitration Rules; or

2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
 - All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
 - If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
 - Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
 - All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or subcontractor of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

- 13.1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
 - (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal,

written, and electronic formats;

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

(iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

13.4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

13.5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

Contractor's documents submitted in response to any RFP or other solicitation from the City, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP or other city solicitation, as amended, and the Contractor's submittal, the language in the former shall govern.

14.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal

requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Tucker contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
4. Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty- free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and

all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

- a. The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.
- b. The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c. Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Tucker's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and
- 18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.
- 18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:
 - 18.3.1 The Contractor has made false certification herein; or
 - 18.3.2 The Contractor has violated such certification by failure to carry out the

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Tucker all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Tucker pursuant hereto.

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

24.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF TUCKER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

DRAFT



ITB #2023-031 Lawrenceville Road @ I-285 Landscape Improvements

BID SUBMISSION SHEET

The below listed firms submitted bids which were turned in at the time indicated.

Any bid or proposal submitted after the due date and time may not be considered for award.

	<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1	TriScapes, Inc.	12/18/23 10:58am	\$ 544,958.85
2	VisionScapes Landscape Services	12/19/23 9:36am	\$ 570,120.57 \$ 570,417.92
3	Georgia Green Landscaping	12/19/23 1:04pm	\$ 552,512.65 \$ 557,012.25
4	Sweet City Landscapes	12/19/23 1:42pm	\$ 718,988.05 \$ 719,003.25
5	Russell Landscape Group, Inc.	12/19/23 1:59pm	\$ 848,217.98

Opened/Verified by:

Marti Coleman

12/19/2023

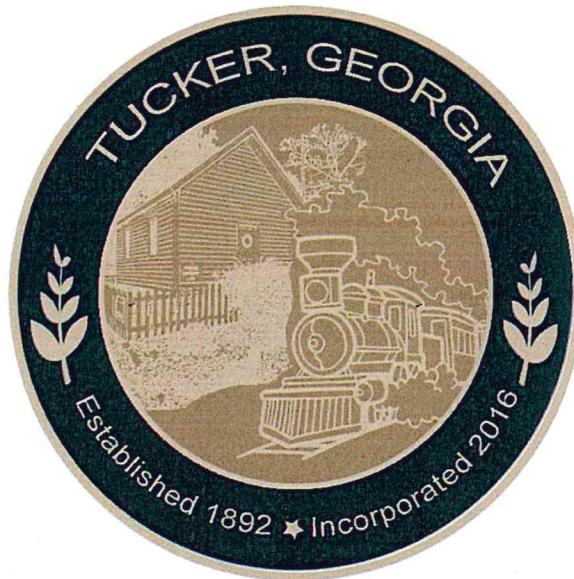
Date

Ken Hildebrandt

City of Tucker

Invitation to Bid
ITB # 2023-031

LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE
IMPROVEMENTS



BID MANUAL

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

City of Tucker Invitation to Bid

ITB #2023-031

LAWRENCEVILLE HIGHWAY @ I-285 LANDSCAPE IMPROVEMENTS

Your response must be received by the date and time specified. Published addenda will show any schedule updates. Late receipt of ITBs will not be considered regardless of postmark/carrier or email issues. Proposals received after the opening time will be filed unopened. The City of Tucker reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to make an award, and to re-advertise in the best interest of the City. No proposals will be received orally/phone.

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

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Bid Proposal Form – Exhibit B
2. W-9 Form
3. Certificate of Insurance
4. Contractor Affidavit
5. Subcontractor Affidavit
6. Proposed List of Subcontractors
7. Bid Bond Form
8. Contact Form
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum.

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS
Exhibit B: Cost Proposal

ITB #2023-031: Lawrenceville Hwy @ I-285 Landscape Improvements				
Item	Size	Quantity	Unit Cost	Total Cost
Mary Nell Holly	8' ht.	45	525	23,625
Schillings Holly	#3	3451	17.34	59,840.34
Loropetalum 'Purple Diamond'	#3	3174	27.09	95,983.66
Switch Grass 'Heavy Metal'	#3	2249	21.09	47,431.41
Dwf. Burford Holly	#3	1254	21.09	26,446.86
Grey Owl Juniper	#3	215	16.41	3,528.15
Snowball Viburnum	#3	123	32.81	4,035.63
Bermuda Tift 419	SF	149485	0.86	128,557.10
Assorted Daffodils (GDOT bulb program)	SF	4618	1.65	7,619.70
Pine Bark Nuggets (Daffodils area 4,618 s.f.)	Bag	425	9.56	4,063
Pine straw (approx. 173,805 s.f.)	Bale	4500	11.44	51,480
Stone Rip Rap (match to exiting to touch-up)	SF	2010	1.80	3,618
Water Occurrences	Total	15	1,800	27,000
Traffic Control	Total	1	71,730	71,730
Total				\$544,958.85

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS

Exhibit B: Cost Proposal

Company Name: Tri Scapes, Inc.

Address: 1595 Peachtree Parkway, Suite 204-396, Cumming GA 30041

Contact Person: Rebbeca Martin , President | CFO

Phone Number: 770.752.4698

Email Address: rmartin@triscapes.com

Signature: 

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tri Scapes, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 1595 Peachtree Pkwy. Suite 204-396	Requester's name and address (optional)
	6 City, state, and ZIP code Cumming, GA 30041	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

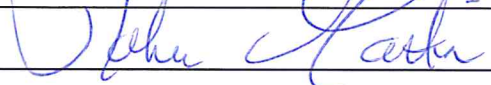
Social security number								
			-				-	
or								
Employer identification number								
5	8		-	2	0	7	7	6 1 5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► 12/18/23
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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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	CONTACT NAME: Jessica Dannelly, CIC, CISR PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: jessica.dannelly@pninsurance.com
INSURED Tri Scapes, Inc. 1595 Peachtree Pkwy Suite 204-396 Cumming GA 30041	INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company INSURER B: Accident Fund National Ins. Co INSURER C: Intact Insurance INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23/24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPP2771706	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 2771709	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 75,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP 2771712	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	100033522	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			793012294 0001	12/01/2023	12/01/2024	Occurrence \$1,000,000 Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

BID PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:	Tri Scapes, Inc.
Solicitation/Bid number or Project Description:	ITB 2023-031 Lawrenceville Hwy @ I-285 Landscape Improvements

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:

123689
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

06/02/2008
Date of Authorization

Tri Scapes, Inc.
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Rebecca Martin
Printed Name (of Authorized Officer or Agent of Contractor)

President | CFO
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

12/19/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF December, 2023

[Signature]
Notary Public

My Commission Expires: 3/19/2027



BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) Tri Scapes, Inc. at

(Address of Contractor) 1595 Peachtree Pkwy #204-396, Cumming GA 30041

(Corporation, Partnership and / or Individual) hereinafter called Principal, and

(Name of Surety) Hartford Fire Insurance Company

(Address of Surety) One Hartford Plaza, Hartford, Connecticut 06155

A corporation of the State of CT, 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 _____
Five Percent of Bid Amount Dollars (\$ 5%) 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 # 2023-031
Lawrenceville Hwy @ I-285 Landscape Improvements**

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. SS 13-10-1, et. Seg. And SS 36- 86-101, 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 19th day of December A.D., 2023 .

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

ATTEST:

BY:

(Attorney-in-Fact) and Resident Agent Christy Lackey

(Attorney-in-Fact) Carolyn F Smith

One Hartford Plaza, Hartford, Connecticut 06155 (SEAL)

(Address)

(Witness as to Surety)

Tri Scapes, Inc.

(Principal)

BY:

(Address)

Hartford Fire Insurance Company

(Surety)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENORTH INSURANCE GROUP LLC

Agency Code: 20-262197

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 12/19/2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Contact Information Form

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: Tri Scapes, Inc.

Contractor Information:

Primary Contact Person: Rebbeca Martin

Title: President | CFO Telephone Number: 770.752.4698

Secondary Contact Person: Carl Sharp

Title: Business Development Telephone Number: 770.990.6632

Address: 220 Curie Drive

City / State / Zip: Alpharetta, GA, 30005

Mailing Address (If different than above): 1595 Peachtree Parkway, Suite 204-396

City / State / Zip: Cumming, GA, 30041

E-mail Address: rmartin@triscapes.com

Federal Employee ID Number (FEIN): 58-2077615



Bidder Qualification Statement

Tri Scapes, Inc. was founded to service the Georgia market in 1993 as an all-inclusive commercial contracting company who has successfully managed over \$220 million in commercial construction projects. Tri Scapes started and continues to maintain an office in Alpharetta, Georgia. We have been named in the 'Book of Lists' for Atlanta Business Chronicles Top 20 Commercial Landscape Companies every year since 2008. We were named Small Business of the Year through the Forsyth County Chamber of Commerce in 2011. We specialize in streetscape renovation that includes sidewalk improvements, median/corridor enhancements, sports field installation, multi-use trail systems, parks, maintenance, and utility services, and have provided these services for numerous municipalities, companies, and school systems throughout the state of Georgia. As a licensed General Contractor, Tri Scapes is capable of providing these services and managing any project with the professionalism that clients demand and expect.

Tri Scapes' accomplishments can be attributed to our belief that successful business leaders build relationships first. Rebecca Martin is 51% owner of TSI and is a native of Forsyth County with over 30 years of industry experience. The company was built from the ground up 30 years ago, and it has made a substantial contribution in helping customers keep Georgia beautiful.

Our in-house staff takes care of the daily needs of our crews, customers and projects. Our crew members are top notch, hardworking individuals who take pride in their work. Our management team consists of over 400 years of combined industry experience.

TSI's hardscape installation service covers everything from the curb to the building. Our skilled professionals work together to ensure client satisfaction with projects that include concrete sidewalks and curbs, storm sewer upgrades, brick, granite, and stone pavers, detail walls, fountains, gazebos, pedestrian pathways/multi-use trails and parks, asphalt paving, site furnishings, and pedestrian bridges. We have worked with some of Georgia's most prestigious hardscape projects including Flowery Branch Downtown Farmers Market, Lawrenceville Lawn and Mercedes Benz USA Headquarters.

Company Highlights:

- Name of Bidder: Tri Scapes, Inc.
- Main Office Address: 220 Curie Drive, Alpharetta, Georgia 30005
- Mailing Address: 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041
- Phone: 770-752-4698 | Fax: 770-752-6792
- Contact for Contract Negotiations: Quinn Martin, CEO
- Project Manager: Ryan Hogan, Vice President | 770-990-4045 | ryan@triscapes.com
- Corporation organized in the State of Georgia
- When organized: October 26, 1993
- General Contractor License # GCCO003381
- Georgia DOT Qualified Contractor up to \$60,000,000.00
- Women's Business Enterprise (WBE)

1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041 770-752-4698 | 770-752-6792

- Annual Revenue: \$31,000,000.00
- Bonding Capacity: Aggregate 40,000,000.00; Single Project \$20,000,000.00
- Certified Drug Free Workplace
- General character of work:
 - Landscape/Hardscape Installation
 - Irrigation Installation
 - Irrigation Pump Systems
 - Sports Field Installation
 - Streetscape Renovation/Enhancements
 - Storm Water System Improvements
 - Sidewalk/Pedestrian Improvements
 - Multi-Use Trails and Parks
 - Bio-Retention Cells
 - Large Scale Bulk Grinding
 - Cistern Construction
 - Green Roof Installation
- Line of Credit available: \$900,000.00

Principals of Corporation

Rebecca Martin, President|CFO

Rebecca Martin is President, CFO and Co-Founder of Tri Scapes, Inc. Rebecca is a lifelong resident of Forsyth County, Georgia and worked in the public job sector until delving into entrepreneurship in 1984. She has thirty plus years business ownership experience in several industries. Her duties include management of all office personnel, customer and vendor relations, overseeing the finance, and marketing departments. She also handles Contracts, bonds and insurance. Her experience, drive and day-to-day leadership are essential to the continued success of the company.

Quinn Martin, CEO|Secretary

Quinn has over 30 years of executive experience in the landscape industry. In 1984 he successfully started his own commercial and residential landscape company. Then in 1993 he Co-founded Tri Scapes Inc. He also has extensive experience managing his own plant nursery, both privately, and for Tri Scapes. With his leadership TSI has grown from a small business to one of the largest commercial landscape companies in Georgia. With his hands-on approach to leadership, his daily tasks include marketing for future business, providing detailed estimates for clients and managing daily operations. He assumes many positions to help his ability to successfully achieve customer satisfaction.

Project Team Qualifications

Ryan Hogan, Vice President | Construction Division

Ryan has extensive experience in both the horticulture and construction fields. He graduated from the University of Auburn in 1996 with a B.S. in Landscape Horticulture. Over his career he has experience working as a foreman, project superintendent, estimator and a project manager. Ryan joined the Tri Scapes team in 2008, since then he has experience managing maintenance, landscape construction, and Hardscape construction. To date Ryan has managed \$21 million in landscape installation /construction projects for construction division of Tri Scapes. He currently serves as the Vice President of construction, estimating new projects, directing work with field staff, meeting customer's onsite to discuss issues and concerns, manage payroll, materials ordering, and equipment movement with staff driver. Ryan holds a Georgia General Contractors License and is a Certified Irrigation Contractor.

Scott Conard, Sr. Project Manager

Scott is a seasoned veteran of the construction industry with over 25 years of experience in landscape, irrigation, and hardscape construction. His career has spanned the entire east coast, spending time with 2 of the largest, national, landscape construction firms in the United States. Scott is on his second stint with Tri Scapes, Inc. now as a senior project manager. Scott's in-depth horticulture knowledge is an asset to the field staff he manages, helping them make the right decisions in planting, and a comfort to customers as he can speak extensively to what he's seen over the many years. He has served as safety manager for many years, so a safe jobsite is a given when Scott is in charge. He led crews in the planting enhancements of Atlanta's interstate corridors leading up to the 1996 Olympics, so high pressure, dangerous work environments are not new to him. Over his career, Scott has managed over \$50 million in hardscape project work, successfully delivering a myriad of different "flat" work projects from roadways, streetscapes, retaining walls, paver parking lots, and sports fields. His no nonsense approach to the project gives customers the confidence he knows what he is doing, and reassurance he will deliver their vision.

Tyler Mathis, Project Manager

Tyler Mathis began working with Tri Scapes in 2009 while enrolled in college pursuing his degree at University of North Georgia. After graduation, he joined the company full time as a construction division project manager. During his tenure he has managed over \$14.5 million in construction projects, varying in scope from landscape and irrigation to streetscape and athletic field construction. Tyler possesses the cool temperament to handle stressful situations in the field as well as the determination to see all challenges through to the finish. He is well respected by our employees, project owners, architects, and engineers for his careful attention to detail and garnered valuable knowledge of the landscape and construction industry.

Ross Martin, Project Manager

Ross is an experienced project manager who began his Tri Scapes career in the field as a foreman. He has been a key component in the construction and renovation of several sports fields throughout Georgia. He is also experienced in landscape/hardscape installations and has led our teams on numerous schools and high-profile developments in downtown Atlanta. In recent years we were contracted to provide landscape/hardscape installs for several Costco Warehouse's and Love's Travel Stops projects throughout the Southeast, and Ross managed each of these. He currently manages a portfolio of landscape and prime construction projects that include site work, concrete, and storm drainage system updates. Ross enjoys being onsite and working with his crews to solve problems and seeing a project through to completion. He digs in and strives to satisfy his customers.

Johnny Brister, Superintendent

Johnny joined the Tri Scapes team in May of 2015. He has over twenty years of experience in the construction industry. He specializes in streetscape, and sports field construction. He also has extensive experience in streetscape enhancements, and park construction as well as managing sports field installations. Johnny has successfully managed over \$100,000,000 in projects for various municipalities valued upwards to \$8,000,000. Johnny has the experience and capability to handle all aspects of any project including on-site supervision, scheduling, managing subcontractors, quality control and communication between owner, engineer, and architect. From time of award through the warranty period, Johnny is dedicated to providing a safe environment for our crews and completing the project on time and to the highest standards our clients expect.

Johnny's educational background and certifications include a Master of Business Administration from the University of West Georgia, Georgia Soil & Water Conservation Level 1A (Blue Card Certification), GA NPDES, Georgia DOT Worksite Erosion Control Supervisor (Green Card), and Competent Person-Excavation and Confined Spaces certified.

Luis Lopez, Superintendent

Luis has thirty-eight years of experience in landscape project management. He has been with Tri Scapes, Inc. for 23 years and successfully manages crews of five to ten men. Luis is our lead landscape installer and does what it takes to make the customer happy and complete projects in a timely manner.

Joe Wilson, Superintendent

Joe has been in the construction industry performing field supervision and project management for over 10 years. He has extensive experience in roadway projects, including DOT level inspections. He has successfully managed two of Tri Scapes, Inc's largest park projects over the last 18 months that included rest room buildings, stone retaining walls, asphalt paving, playground equipment, irrigation, landscape and sod installation. Joe has the experience and capability to handle all aspects of any project including on-site supervision, scheduling, managing subcontractors, quality control and communication between owner, engineer, and architect. From time of award through the warranty period, Joe is dedicated to providing a safe environment for our crews and completing the project on time and to the highest standards our clients expect. Joe's educational background and certifications include studying finance and information systems at the University of West Georgia, Georgia Soil & Water Conservation Level 1A (Blue Card Certification), GA NPDES, OSHA 30hr Card, CPR trained and is a DOT Certified flagger.

Roberto Munoz, Foreman

Roberto Munoz has been employed by Tri Scapes Inc. for the past 15 years. He has a total of 25 years of construction and landscape experience. In that time, Roberto has completed over 50 sports field projects, and managed over \$15 million in landscape projects. He understands the intricate aspects of field building and has a well-respected reputation with our previous Sports Field clients. Roberto is a skilled laser tech operator and can run many types of construction equipment.

Project References

Project Name:	<u>Duluth Multi-Corridor Landscaping</u>
Location:	Pleasant Hill Rd & Peachtree Industrial Blvd, Duluth, GA 30096
Owner Contact:	Margie Shames Pozin, PE 3167 Main St., Duluth, GA 30096 Phone: 678-957-7284 Email: mpozin@duluthga.net
Contract Amount:	\$638,669.00
Start Date:	February 2022
Work Completed:	July 2022
Scope of Work:	Grading, traffic control, erosion control, installation of trees, shrubs, groundcover, Bermuda sod, stone mulch, and pine straw mulch along two very busy roadways in Duluth, GA.
Project Name:	<u>DGT8 Amazon Delivery Center</u>
Location:	6020 Shiloh Rd., Alpharetta, GA 30005
GC:	The Conlan Company Tony Dollerschell, VP 1800 Parkway Pl., Ste 100, Marietta, GA 30067 Phone: 770-423-8034 Email: tdollerschell@conlancompany.com
Contract Amount:	\$828,029.00
Completion Date:	November 2021
Scope of Work:	Installation of trees, shrubs, groundcovers, sod, pine straw mulch, pine bark mulch, irrigation.
Project Name:	<u>Eva Cohn Galambos Memorial Interchange Landscape Improvement</u>
Location:	Highway 400/Northridge Road Interchange, Sandy Springs, GA
Owner:	City of Sandy Springs Mike Perry, Project Manager 770-235-3557 mperry@sandyspringsga.gov 1 Galambos Way, Sandy Springs, Georgia 30350
Contract Amount:	\$447,171.00
Completion Date:	September 2017
Scope of Work:	The project is located at the very busy GA 400/Northridge Road interchange and was being beautified as a memorial to Sandy Springs first mayor. Project work was performed on both North and Southbound sides of GA 400 and included the installation of an extensive assortment of native trees and shrubs, sod and mulch.
Project Name:	<u>Johnson Ferry Road Landscape Improvements</u>
Location:	Johnson Ferry Rd from Chattahoochee River to Abernathy Rd, Sandy Springs
Owner:	City of Sandy Springs Mitch Yeargin, Project Manager 770-680-6588 myeargin@sandyspringsga.gov 1 Galambos Way, Sandy Springs, Georgia 30350
Contract Amount:	\$109,782.00
Completion Date:	June 2022
Scope of Work:	Clearing, grubbing, erosion control, installation of trees, shrubs, groundcovers, and sod.

Project Name: **Love's Travel Stop and Country Store**
Location: 401 Bluff Blvd., Summerton, SC 29148
Owner Contact: Owen Searcy, Field Construction Manager
Phone: 678-416-9648 | Email: Owen.Searcy@loves.com
Contract Amount: \$197,005.00
Completion Date: July 2020
Scope of Work: Installation of trees, shrubs, groundcovers, seeding, sod, decorative rock/stone mulch, landscape edging, design build irrigation system and black chain link fence.

Project Name: **Love's Travel Stop and Country Store**
Location: 1501 Monticello Hwy., Madison, Georgia 30650
Owner Contact: Owen Searcy, Field Construction Manager
Phone: 678-416-9648 | Email: Owen.Searcy@loves.com
Contract Amount: \$434,080.00
Completion Date: October 2020
Scope of Work: Installation of trees, shrubs, groundcovers, seeding, sod, hardwood mulch, rock/stone mulch, metal edging, design build irrigation system and concrete pads.

Project Name: **Love's Travel Stop and Country Store**
Location: 1254 E. 8th Avenue, Cordele, GA 31015
Owner Contact: Owen Searcy, Field Construction Manager
Phone: 678-416-9648 | Email: Owen.Searcy@loves.com
Contract Amount: \$125,401.00
Completion Date: November 2020
Scope of Work: Installation of Bermuda sod, rock/stone mulch, metal edging, and design build irrigation system.

Project Name: **Peachtree Corners Circle Median Plantings**
Location: 3475-3481 Peachtree Corners Circle, Peachtree Corners, GA 30092
Owner Contact: Owen Searcy, Field Construction Manager
Phone: 678-416-9648 | Email: Owen.Searcy@loves.com
Contract Amount: \$174,036.00
Completion Date: October 2023
Scope of Work: Traffic control, demo, installation of trees, shrubs, grasses, mulch, and Bermuda sod.

No Subcontractors will be utilized on this project.

All addendums have been acknowledged.

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-031 LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENT PROJECT

Upon receipt, please print and add to your proposal.

**I hereby acknowledge receipt of the supplement pertaining to the
above referenced bid.**

COMPANY NAME: Tri Scapes, Inc.

CONTACT PERSON: Rebecca Martin

ADDRESS: 1595 Peachtree Parkway, Suite 204-396,

CITY: Cumming **STATE:** Georgia **ZIP:** 30041

PHONE: 770.752.4698 **FAX:** 770.752.6792

EMAIL ADDRESS: rmartin@triscapes.com

 12/19/2023

SIGNATURE

DATE

ITB #2023-031
ADDENDUM #1

There were no questions received for this bid.



CONTRACT AGREEMENT

ITB 2023-031 Lawrenceville Highway @ I-285 Landscape Improvements

This Agreement made and entered into this __ day of ____ in the year 202__; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and Tri Scapes, Inc. ("Contractor"), located at 220 Curie Drive, Alpharetta, GA 30005.

WHEREAS, the City of Tucker is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Tucker; and

WHEREAS, the City of Tucker has caused **Invitation to Bid #2023-031** to be issued soliciting bids from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with these specifications. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a bid in response to **ITB #2023-031**; and

WHEREAS, the Contractor's bid was deemed by the City to be the lowest reliable bid per the scope of services; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Services**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A - SCOPE OF SERVICE

EXHIBIT B - COST PROPOSAL

EXHIBIT C- W-9

EXHIBIT D - CERTIFICATE OF INSURANCE

EXHIBIT E – E-VERIFY AFFIDAVIT
EXHIBIT F- CONTACT INFORMATION
EXHIBIT G - ADDENDUMS
EXHIBIT I – PERFORMANCE AND PAYMENT BONDS (if applicable)

2.0 Key Personnel

The City of Tucker enters into this Agreement having relied upon Contractor's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$544,958.85**.

Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to invoice@tuckerga.gov and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

3.2. Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

- 3.3.** Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

- 4.1.** Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.
- 4.2.** Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

- 5.1.** The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.
- 5.2.** Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any

contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

- 6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.
- 6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Tucker Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation.

If requirements are not remedied City of Tucker has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

- i. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- iii. Acceptance of final payment by Contractor, or any subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such subcontractor, for

an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

9.0 Change Order Defined

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Insurance

- 10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance)**.

11.0 Termination

- 11.1. Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

- (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

11.3. Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (i) Immediately terminate the Contract without additional written notice; and/or

- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

11.4. Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Vendor for work performed to date in accordance with Section 7 herein. The City shall have no further liability to Vendor for such termination.

City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

11.5. Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

11.6. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (ii) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (vi) After Contractor has submitted a fully documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

- i) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its subcontractors,

- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
 - If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
 - Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
 - All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or subcontractor of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

- 13.1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out

the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

13.4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

13.5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

Contractor's documents submitted in response to any RFP or other solicitation from the City, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP or other city

solicitation, as amended, and the Contractor's submittal, the language in the former shall govern.

- 14.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Tucker contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
4. Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and

- b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- 5. Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- 6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

- a. The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.
- b. The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c. Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Tucker's prior written consent.

17.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

18.0 Drug-Free and Smoke-Free Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees

during the performance of this Agreement; and

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

18.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

18.3.1 The Contractor has made false certification herein; or

18.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

19.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

20.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Tucker all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Tucker pursuant hereto.

21.0 Reporting Requirement

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or

inducement not contained herein.

24.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF TUCKER:

CONTRACTOR: TRI SCAPES, INC.

By:_____

By: _____

Title:_____

Title: _____

Name:_____

Name: _____

Date:_____

Date: _____

Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS
Exhibit B: Cost Proposal

ITB #2023-031: Lawrenceville Hwy @ I-285 Landscape Improvements				
Item	Size	Quantity	Unit Cost	Total Cost
Mary Nell Holly	8' ht.	45	525	23,625
Schillings Holly	#3	3451	17.34	59,840.34
Loropetalum 'Purple Diamond'	#3	3174	27.09	95,983.66
Switch Grass 'Heavy Metal'	#3	2249	21.09	47,431.41
Dwf. Burford Holly	#3	1254	21.09	26,446.86
Grey Owl Juniper	#3	215	16.41	3,528.15
Snowball Viburnum	#3	123	32.81	4,035.63
Bermuda Tift 419	SF	149485	0.86	128,557.10
Assorted Daffodils (GDOT bulb program)	SF	4618	1.65	7,619.70
Pine Bark Nuggets (Daffodils area 4,618 s.f.)	Bag	425	9.56	4,063
Pine straw (approx. 173,805 s.f.)	Bale	4500	11.44	51,480
Stone Rip Rap (match to exiting to touch-up)	SF	2010	1.80	3,618
Water Occurrences	Total	15	1,800	27,000
Traffic Control	Total	1	71,730	71,730
Total				\$544,958.85

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS

Exhibit B: Cost Proposal

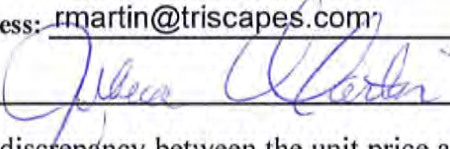
Company Name: Tri Scapes, Inc.

Address: 1595 Peachtree Parkway, Suite 204-396, Cumming GA 30041

Contact Person: Rebbeca Martin , President | CFO

Phone Number: 770.752.4698

Email Address: rmartin@triscapes.com

Signature: 

*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

PROCUREMENT NOTES

ITB #2023-031
LAWRENCEVILLE HWY @ I-285 LANDSCAPE IMPROVEMENTS
Exhibit B: Cost Proposal

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Water Occurrences	Total	15	1,800	27,000
Traffic Control	Total	1	71,730	71,730
Total				\$544,958.85

This is NOT the number used to come to the total of \$544,958.85
This data is entered manually by the contractor - mistake made on their end on this line item only.
The total cost for this item is \$85,983.66, which is what was used in the Total sum.

The total of \$544,958.85 is correct.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tri Scapes, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ► _____	
5 Address (number, street, and apt. or suite no.) See instructions. 1595 Peachtree Pkwy. Suite 204-396	Requester's name and address (optional)
6 City, state, and ZIP code Cumming, GA 30041	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
5	8		2	0	7	7	6	1	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	CONTACT NAME: Jessica Dannelly, CIC, CISR PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: jessica.dannelly@pninsurance.com														
INSURED Tri Scapes, Inc. 1595 Peachtree Pkwy Suite 204-396 Cumming GA 30041	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Grange Insurance Company</td> <td>14060</td> </tr> <tr> <td>INSURER B: Accident Fund National Ins. Co</td> <td>10166</td> </tr> <tr> <td>INSURER C: Intact Insurance</td> <td>NA</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Grange Insurance Company	14060	INSURER B: Accident Fund National Ins. Co	10166	INSURER C: Intact Insurance	NA	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 23/24 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPP2771706	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 2771709	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP 2771712	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000	
	EACH OCCURRENCE \$ 5,000,000							
	AGGREGATE \$ 5,000,000							
	\$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	100033522	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
C	Pollution Liability			793012294 0001	12/01/2023	12/01/2024	Occurrence \$1,000,000	
							Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

BID PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT E

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:	Tri Scapes, Inc.
Solicitation/Bid number or Project Description:	ITB 2023-031 Lawrenceville Hwy @ I-285 Landscape Improvements

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:

123689
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

06/02/2008
Date of Authorization

Tri Scapes, Inc.
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Rebbeca Martin
Printed Name (of Authorized Officer or Agent of Contractor)

President | CFO
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

12/19/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF December, 2023

[Signature]
Notary Public

My Commission Expires: 3/19/2027



Contact Information Form

Please fill out this sheet with the appropriate contact information for your company.

Full Legal Name of Company: Tri Scapes, Inc.

Contractor Information:

Primary Contact Person: Rebbeca Martin

Title: President | CFO Telephone Number: 770.752.4698

Secondary Contact Person: Carl Sharp

Title: Business Development Telephone Number: 770.990.6632

Address: 220 Curie Drive

City / State / Zip: Alpharetta, GA, 30005

Mailing Address (If different than above): 1595 Peachtree Parkway, Suite 204-396

City / State / Zip: Cumming, GA, 30041

E-mail Address: rmartin@triscapes.com

Federal Employee ID Number (FEIN): 58-2077615

STATE OF GEORGIA
CITY OF TUCKER

RESOLUTION R2023-01-01

**A RESOLUTION TO APPROVE A CONTRACT FOR THE LAWRENCEVILLE HWY
@ I-285 LANDSCAPE IMPROVEMENTS PROJECT ITB #2023-031**

WHEREAS, the Mayor and Council of the City of Tucker are authorized to approve contracts in furtherance of providing governmental services; and

WHEREAS, the City of Tucker has complied with the provisions of Title 32 of the O.C.G.A. by causing an invitation to bid to be published and bids received; and

WHEREAS, the City has determined through careful review that the lowest reliable bidder in response to said invitation is Tri Scapes; and

WHEREAS, the Mayor and Council wish to see the streets, roads, sidewalks and associated landscaping in a state of good repair.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tucker while at a regular meeting on January 8, 2024, that by passage of this Resolution contract C2023-031-PO24-653 is hereby approved by the governing authority.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: January 8, 2024
RE: Memo for Memorandum of Understanding with the Tucker-Northlake Community Improvement District

Contract/Document Number: Contract C2023-031-MOU-TNCID

Description for on the Agenda:

Memorandum of Understanding with the Tucker-Northlake Community Improvement District for Landscape Maintenance at the Lawrenceville Hwy @ I-285 Interchange.

Issue:

Memorandum of Understanding with the Tucker-Northlake Community Improvement District

Recommendation:

Staff recommends that Council approve this MOU for maintenance.

Background:

The TNCID has funded the landscape design for this gateway into the City. Council will consider the landscape installation bid award to Tri Scapes. Once the landscaping has been installed, the contractor will be required to replace any defective materials for a period of one year.

Summary:

With this MOU and upon final acceptance of the landscaping, the TNCID will obtain a mowing & maintenance agreement from GDOT. They will be responsible for mowing, edging, fertilizing, pruning, mulching, and replacing any dead/damaged material.

Financial Impact:

This agreement will shift the burden of landscape maintenance from the City to the CID.

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

I-285 & Lavista Road Intersection Maintenance Standards

Four quadrants of the interchange, including both sides of the ramps from I-285 R/W line to edge of pavement of I-285, all within GDOT R/W.

Basic Services

1. CID/Contractor Responsibilities & Maintenance Guidelines

1.1 The landscaping contractor shall be recognized as an expert having unique methods of maintenance, which have been proven by experience. It will be his/her responsibility to keep the Landscape in a freshly mowed, edged, and trimmed appearance at all times, and as within the CID's budget. THE CONTRACTOR IS REQUIRED TO HAVE A STATE LICENSED COMMERCIAL PESTICIDE APPLICATOR ON STAFF.

1.2 To control and prevent problems with plant insects and diseases, use good horticultural practices. Healthy, well cared for plants are much less likely to have these problems.

1.3 Prune and remove any damaged or dead branching promptly as this can attract a host of diseases and insect problems.

1.4 Maintenance personnel should be trained in the proper use of all equipment. Pruning tools and other equipment should be kept clean to prevent transmission of pathogens or insects to uninfected plants. Maintenance personnel should be instructed to look for problems during the workday and report any irregularities in the landscape.

1.5 CID reserves the right to prohibit poorly maintained equipment from being used in connection with the services described herein. Contractor should not permit any equipment onsite with leaking fluids of any type (oil, radiator, transmission, brake, etc.)

2. Inspections, Observations & Reports

2.1 MONTHLY OBSERVATION REPORT: Contractor should provide a monthly inspection report prior to performing any landscape work. Inspection report should note dead plant material, diseased plantings, struggling turf, struggling or dead trees, storm damage, vandalism, condition of seasonal flowers, etc.

2.2 MONTHLY SERVICE REPORT: Contractor should provide a monthly service report independent of the above detailing work performed during the week, (i.e. turf mowing, fertilization, pruning, edging, plant installations, etc.)

2.3 QUARTERLY INSPECTION: Contractor should coordinate meeting with Project Manager to walk the landscaping areas as a quality control inspection. Contractor should document observations made and/or action items to correct and provide a copy to the CID. Correction of action items should be identified in the quarterly inspection report.

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

3. Safety

3.1 All materials and performance of work should meet all current Federal Health and Safety Laws, including but not limited to OSHA requirements. Material Safety Data Sheets of all supplies and chemicals used should be posted. The Contractor should satisfy the Georgia Department of Transportation's (GDOT) "Work Zone" safety and signage requirements.

3.2 Contractor will be required to supply and wear vests which should include the lettering "Tucker-Northlake CID" on the back when performing work for the CID. Contractor acknowledges that no sanitary facilities are provided by the TNCID in the Work Area and Contractor agrees to make provisions for same to its employees.

4. Turf Grass Areas

4.1 Mowing frequency should coincide with the schedule (Appendix B). All turf should be mowed at least once per week during peak growing periods as within the budget. During the winter months, mowing should be done on an as needed basis.

4.2 Commencement and Continuation of Services: mowing operations should commence according to schedule (Appendix B), soil conditions permitting.

4.3 TRASH/DEBRIS: Contractor should remove all trash and debris from all landscape areas including turf areas and islands prior to commencement of mowing operations and following mowing operations when new or remaining trash/debris is present.

4.4 For tire removal, the submitted lump sum bid is to include a total of ten (10) tires per month. The disposal cost for the ten tires per month are also to be included in the lump sum bid. If greater than ten tires per month, if necessary, the cost for the removal, including disposal costs, should be negotiated between the Executive Director of the TNCID and the selected contractor.

4.5 MOWING: Grass should be mowed during the growing season to ensure height is maintained at 2" – 3" for broadleaf (red fescue, bluegrass, rye, etc.) and 1.5" – 2.5" for Bermuda grass. All areas adjacent to hardscape, paved areas, landscape beds, and tree rings should be mechanically edge trimmed upon completion of mowing operations 1x every 4 weeks. Reference Appendix B for quantities.

4.6 Mower should have a mulching blade with no side discharge. Contractor is responsible for the cleanup and removal of all debris.

4.7 EDGING: In this operation, all lawn areas should be kept neatly edged and all grass invasions eliminated from bed areas and tree collars. Edging should be done in conjunction with mowing. Use edger to cut beds under hedges or under trees with low branching habits and curb lines. Keep all bed areas sharply edged and restrain ground covers from growing into turf areas. Turf adjacent to walks, curbs and non-curbed drive lanes should be edged in a quantity identified in Appendix B.

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

5. Pesticides, Herbicides & Fungicides

5.1 A thorough inspection of all plantings and lawn areas should be performed at each service visit by the maintenance supervisor to detect any fungi or insect infestations. All infestations should be immediately treated with insecticides or fungicides as necessary to provide effective control.

5.2 Supervisory personnel should be knowledgeable and well trained and able to detect infestations. Personnel should follow manufacturer's instructions for all pesticide and fungicide applications and carry any necessary qualifications or license required by law. All chemicals should be used in strict accordance with the federal, state and county directives on environmental control and carry an EPA approval number.

5.3 Pest control is done on an "as needed" and preventive basis. Maintenance personnel should be able to recognize plant material decline due to disease or insect infestation and control the pest before it becomes a major problem. Ants are considered a "pest" and will be treated accordingly to prevent infestation.

5.4 Licenses/Permits and Compliance: Contractor should obtain and maintain all necessary permits and licenses required for the services. Contractor should comply with all applicable codes, ordinances, rules, regulations and laws governing the services required to be performed.

6. Fertilization – Landscape Plant Materials

6.1 All plant material (including but not limited to shrubs, plant beds, flower beds and ground cover) should be fertilized at appropriate intervals throughout the growing season as may be required to ensure healthy and thriving condition.

6.2 SHRUB & GROUND COVER: In shrub and groundcover beds, fertilizer should be applied 2 times per year, Spring Feeding (April/May,) and Fall Feeding (September). Apply fertilizer at the rate of 1 pound complete fertilizer per 100 square feet, (when hand broadcasting, evenly apply ¼ cup fertilizer beneath each plant).

6.3 Contractor should provide and install warning flags that delineate areas receiving chemical applications including fertilizer, and pesticide or herbicide treatment. Flags should be removed at next service date.

7. Weed Abatement

7.1 BEDS: Contractor should ensure that all landscape beds, tree rings & gravel bed areas with mulch and/or ground cover are kept in a weed free condition at all times by hand-pulling weeds during maintenance operations.

7.2 Any vertically growing weeds three inches in height or width should be removed manually.

7.3 Contractor should keep property free of undesirable invasive exotics. Use of non-selective sterilants is prohibited.

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

7.4 PAVEMENT: Contractor should treat all weed growth from cracks and joints in flat surfaces (i.e., curbs, sidewalks and medians) as noted on the site plan during weekly maintenance operations. Activity occurs weekly for the durations when center is susceptible to weed growth.

8. Trimming and Pruning

8.1 General Care: At each service visit, remove dead limbs and branches from trees, shrubs and ground covers promptly as these can attract pests and diseases. No pruning should be performed that alters the shape, height and fullness with respect to the intended character of the plantings.

8.2 TREE PRUNING: Remove all sucker growth regularly during service visits to maintain a neat appearance. Remove any limbs that may interfere with normal pedestrian traffic as noted on monthly inspection report. Cuts should be made close to the trunk or major branch; stubs are unsightly and may attract pests and diseases. Major pruning should take place once per year in the spring (April/March) or as needed to maintain plant health and appearance. All trees and evergreens (up to 8" in trunk diameter) should be pruned up to a height of 12 feet to remove dead or damaged branches in a manner that promotes blooming and supports the natural shape of the tree. Pruning for trees requiring a bucket truck is not included in scope. Major pruning occurs once per year.

8.3 SHRUB PRUNING: Prune shrubs to their natural habitat and growth periodically. Use hand clippers to remove odd or long undesirable branches, keeping the shape natural and uniform. Remove branching which may interfere with normal pedestrian/vehicular traffic. On ornamental clump grasses, prune dead leaves at base. Reference Appendix B for quantities.

8.4 GROUNDCOVER PRUNING: Prune groundcovers to their natural habitat and growth periodically. Use hand clippers to remove odd or long undesirable branches, keeping the shape natural and uniform. Ground cover should be maintained 4 to 6 inches off edges, and should be sheared or trimmed back annually in accordance with the recommended horticultural practices. Refer to Appendix B for quantities.

8.5 SHEARING: Tools used are manual or power-oriented hedge shears. There may also be a need for pruning saws and small hand pruning shears. All shrubs are to be pruned at the base, then at the top. And no more than one-third the plant heights should be cut back at any one time. Always attempt to encourage hedge and shrub masses to grow together; do not prune plants individually. Shearing or clipping should be practiced on shrubs and hedges to give them a neat, uniform, symmetrical appearance. This is done to encourage them to fill out, and to ensure safety of all pedestrian and vehicular traffic. Formal hedges should be pruned to maintain a hedge-type appearance. Reference Appendix B for quantities.

9. Clean Up

9.1 SPRING CLEANUP: Operations should include removal of all debris, refuse and sand that has accumulated throughout all landscape areas including turf and curb areas and all planters over the winter. This should include removal of sediment that has collected in the curb/gutter line and removal of vegetation from the roadway curb line either by hand or through chemical treatment. Reference Appendix B for quantity.

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

9.2 WEEKLY CLEAN UP: Includes picking up & removal of trash and debris, leaves, branches, illegal signs, etc. Reference Appendix B for quantity.

9.3 FALL CLEAN UP: Final mowing of the season should include edging, raking/blowing and bagging of all leaves and plant debris and removal of said debris from the site. This includes removal of sediment that has collected in the curb/gutter line and removal of vegetation from the roadway curb line either by hand or through chemical treatment. After final mow, contractor should continue with leaf and bed clean up services, removal and disposal until leaves have fallen for the season. Contractor should ensure that the maximum height of grass areas is not exceeded.

10. Pine Straw

10.1 General: Contractor should provide and install only clean, toxic free pine straw, free of disease and weed materials. Pine straw should be in natural type and match existing color.

10.2 Contractor should provide and apply material to all landscape beds, islands, a 24-inch radius around tree bases, in conformance with existing conditions. Depth of pine straw should be in conformance with industry standards. Pine straw quantity is herein illustrated in Appendix B. Pine straw applications should be collared and tucked at curb lines.

Appendix B: Monthly Schedule

July – August

- Mow and edge all lawn areas a minimum of once per week (9x).
- Weekly clean up (9x).
- Inspect all plantings and lawn areas for pests and disease.

As necessary:

- Trash and debris removal including tires
- Control weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line
- Tree and limb pruning

September

- Mow and edge all lawn areas a minimum of once per week (4x)
- Weekly clean up (4x)
- Inspect all plantings and lawn areas for pests and disease.

As necessary:

- Trash and debris removal including tires
- Control island weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

- Tree and limb pruning

October – November

- Mow and edge all lawn areas as necessary (2x)
- Weekly clean up (8x)
- Fertilize the following plantings: shrubs, ground covers, lawns (October)
- Inspect all plantings and lawn areas for pests and disease

As necessary:

- Trash and debris removal including tires
- Control weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line
- Tree and limb pruning

December

- Weekly clean up (4x)
- Pine Straw (820 bales)
- Inspect all plantings and lawn areas for pests and disease

As necessary:

- Trash and debris removal including tires
- Control weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line
- Tree and limb pruning

January – February

- Bi - Weekly clean up (4x)
- Inspect all plantings and lawn areas for pests and disease

As necessary:

- Trash and debris removal including tires
- Control weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line

March – April

- Mow and edge all lawn areas as needed (2x)
- Bi – Weekly clean up (5x)
- Inspect all plantings and lawn areas for pests and disease

As necessary:

- Trash and debris removal including tires
- Control weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line

Tucker-Northlake Community Improvement District I-285 & Lavista Road Intersection Maintenance Standards

May - June

- Mow and edge all lawn areas a minimum of once per week (9x)
- Weekly clean up (9x)
- Pine straw (820 bales)
- Fertilize the following plantings: shrubs, ground covers, lawns (May)
- Inspect all plantings and lawn areas for pests and disease
- Monitor watering weekly – look for dry spots and wilting

As necessary:

- Trash and debris removal including tire removal
- Control weeds as necessary
- Fungi or insect infestations as necessary
- Removal of sediment from curb/gutter line
- Tree and limb pruning

TOTALS (Per Year)

Mow & edge all lawn areas: **26**

Mow & Edge as needed: **2**

Clean Up: **43**

Fertilization- shrubs and plant material: **2**

Pine Straw: **1640 bales**

Major Trimming and Pruning: **1**

Tire Removal: As needed (max 10 tires per month)

STATE OF GEORGIA
COUNTY OF DEKALB

**MEMORANDUM OF UNDERSTANDING BETWEEN TUCKER-NORTHLAKE COMMUNITY
IMPROVEMENT DISTRICT
AND THE CITY OF TUCKER**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into effective the date last signed below, by and between the **CITY OF TUCKER**, a municipal corporation of the State of Georgia, (hereinafter referred to as the "City") and the **TUCKER-NORTHLAKE COMMUNITY IMPROVEMENT DISTRICT** (hereinafter referred to as the "CID").

WHEREAS, the City and the CID recognize that landscape enhancements are aesthetically pleasing, beneficial to the environment, and contribute positively to the appearance of the City of Tucker and the Tucker-Northlake CID; and

WHEREAS, the interchange of Interstate 285 with Lawrenceville Highway is a heavily travelled gateway into both the City of Tucker and the Tucker-Northlake CID under the control of the Georgia Department of Transportation (hereinafter referred to as "GDOT;" and

WHEREAS, the CID has funded the landscape design of the I-285/Lawrenceville Highway interchange with the cooperation of GDOT, said design having been completed by Winter Design; and

WHEREAS, a portion of the southeastern quadrant of the interchange was landscaped in 2021 in a collaborative effort between the City, the CID, and the Georgia Department of Transportation; and

WHEREAS, the City has committed to funding up to \$6700,000 from various funding sources to the City for the construction of the of the landscape project in the remaining portion of the interchange;

NOW, THEREFORE, the parties, the City and the CID, do hereby resolve as follows:

1. The City shall solicit an Invitation to Bid for the landscaping installation at the interchange of I-285 and Lawrenceville

Highway in compliance with the landscape plans as designed by Winter Design as part of the \$~~67~~00,000.00 distribution.

2. The City shall be responsible for the oversight of the project during construction including procurement, inspection of the landscape installation, coordination with GDOT, scheduling, and processing invoices and payments to the contractor.
3. The City shall require that the contractor maintains a performance bond for a period of one (1) year following the completion of the project. The contractor shall be responsible for the required watering and the replacement of any damaged, degraded, or dead material for one (1) year following completion of the project.
4. Once the project has been accepted by the City and the CID and following the one (1) year maintenance period, the CID will be responsible for the maintenance of the installed landscaping. Said maintenance shall include all required work as reflected in the Mowing and Maintenance agreement between the CID and GDOT. Any damage done by the Georgia Department of Transportation from the I-285 Express Lane Project, or other GDOT construction activities will be addressed within the Mowing and Maintenance agreement as referenced herein.
5. The City shall have the opportunity to work with the CID to address any maintenance issues the City may wish to present subject to the limitations of the Mowing and Maintenance agreement with the CID and GDOT.
6. This ~~MOU A~~ will be considered automatically renewable annually on the anniversary of the date of execution and acceptance by the City, as shown herein below, unless revoked prior to such anniversary with notice by either party.

WHEREFORE, the parties have caused this Agreement to be executed under seal by authorized representatives of each entity effective on the day and year above set forth.

- 2 -

CITY OF TUCKER, GEORGIA
By:

MAYOR FRANK AUMAN

CITY CLERK BONNIE WARNE
DATE: 01/08/2024

TUCKER-NORTHLAKE COMMUNITY
IMPROVEMENT DISTRICT
By:

CHAIRMAN

ATTEST:



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: January 08, 2024
RE: Memo for Stormwater Contract Task Order #6 – 3628 Castle Rock Way

Description for on the Agenda:

Approval of Task Order #6 of FY 2024 Stormwater Repair per the City's Procurement Policy

Issue:

The stormwater infrastructure at the vicinity of Castle Rock Way and Edinburgh Drive has deteriorated leaving voids in the stormwater conduit and structure.

Recommendation:

Approval for city staff to authorize Task Order #6.

Background:

The stormwater infrastructure at the vicinity of Castle Rock Way and Edinburgh Drive has deteriorated leaving voids in the stormwater conduit and structure. As a result, the pipe has compacted and become oval in shape and a sink hole has formed behind the stormwater structure. Upon inspection it was determined that the pipe could be rehabilitated using a "spin cast" technique and the structure could be repaired.

City staff met with the 3 on-call stormwater repair contractors engaged under RFP 2023-016 provided proposals using their unit rater and a not to exceed price was established. UAM was the lowest with a fee of \$35,078.45.

Financial Impact:

Cost Estimate: \$35,078.45

15% Contingency: \$5,261.77

Contract not to exceed \$40,340.22



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #6**

STORM SYSTEM REPAIRS

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2023-016) and shall serve as authorization by the City of Tucker to UTILITY ASSET MANAGEMENT, INC. (“CONTRACTOR”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2023-016). Now therefore, the parties agree as follows:

Location of Project:

1. Intersection of Edinburgh Drive and Castlerock Way, Tucker, GA 30084

Description of Services: The Contractor shall furnish all equipment, tools, skill, labor of every description, and all things necessary to carry out as delineated in “Exhibit A” (Scope of Services) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. Specific tasks to be completed under the scope of this TASK ORDER (the “WORK”) shall comply with the unit prices provided in Contract Agreement (RFP #2023-016) with an established Not to Exceed total that the Contractor exceeds at its own risk.

CONTRACTOR Deliverables to CITY:

- Completed work per Exhibit A – SCOPE OF WORK

Design Specifications and Guidelines:

The fee to be paid pursuant to this task order shall be the total amount identified in Exhibit B as **\$35,078.45**. Provided, however, that upon a satisfactory showing of a legitimate contingency by contractor to the city, an additional amount covering such contingency up to no more than 15% of said fee may be paid, such that the total amount authorized for payment under this task order shall in no event exceed **\$ 40,340.22**.

General Scope of Service: The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 180 calendar days

after Notice to Proceed. Specific tasks to be completed under the scope of this agreement shall be at the direction of the City of Tucker Director of Public Works.

Itemized invoices delineating hours worked by individual positions in accordance with fixed hourly rates for work done by positions identified in CONTRACT AGREEMENT (#2023-016) shall be submitted by the CONTRACTOR and will be paid in arrears not more than once every 30 days. Invoices are to be emailed to invoice@tuckerga.gov.

Performance will be monitored to ensure compliance with expectations. The CONTRACTOR shall prepare a Schedule of Completion showing milestone completion dates based on completing the WORK within 180 calendar days. A Status Report describing actual work accomplishments and percentage of completion shall be submitted with invoices. This report shall include a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting any and all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss, or expense from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

The CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which shall comply with the unit prices provided in CONTRACT AGREEMENT (RFP #2023-016). Any work performed above the established Not to Exceed Fee shall be at the Contractor's risk.

If the City in good faith determines that the CONTRACTOR has failed to perform or deliver any service or product as required, the CONTRACTOR shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONTRACTOR'S compensation which represents payment for services or products that were not performed or delivered. To the extent that the CONTRACTOR'S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONTRACTOR. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract. If the CONTRACTOR owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONTRACTOR in the City's sole discretion.

Attachments:

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – COST PROPOSAL (in accordance with rates established in RFP 2023-016)
- EXHIBIT C – ADDITIONAL CONTRACT TERMS FOR PROJECTS UTILIZING FEDERAL FUNDS

CITY OF TUCKER:

CONTRACTOR: UTILITY ASSET
MANAGEMENT, INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



EXHIBIT "A"
SCOPE OF SERVICES

FY 2024 Storm System Repairs. Task 6. 3628 Castle Rock Way

October 30, 2023

Project Background

Storm Conduit C31931 and the upstream structure have connection failures and have contributed to apparent cavitation under Edinburgh Drive. A video of the conduit and structure is provided as part of this request for quote.

It is the intention of the city to fund this project with ARPA funds under its 'micro project' designation for stormwater system repairs.

The city will obtain all necessary easements and right of entries which may be necessary to execute the repair.

Scope of Work

1. Intersection of Edinburgh Drive and Castle Rock Way. Remove and replace existing CMP with 30" dia RCP, about 40 linear feet of pipe. Reconstruct upstream catch basin and remove and replace pavement and base to eliminate cavities -see accompanying exhibit.

The work required under this contract includes furnishing materials, qualified labor, equipment, traffic control, erosion control, and site restoration.

1. Saw cut and remove asphalt, approximately 67 square yards.
2. Remove and replace existing approximate 27"x42" CMP with 30" diameter RCP.
3. Reconstruct Upstream Catch Basin.
4. Grout pipe connections in manhole structures
5. Backfill base and subbase, place asphalt pavement, matching existing cross section.
6. Seed and straw all disturbed areas.
7. Clean work area.

General conditions

1. The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
2. The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
3. The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
4. Specifications in accord with terms and conditions of RFP2023-016 contract.

3628 CASTLE ROCK WAY

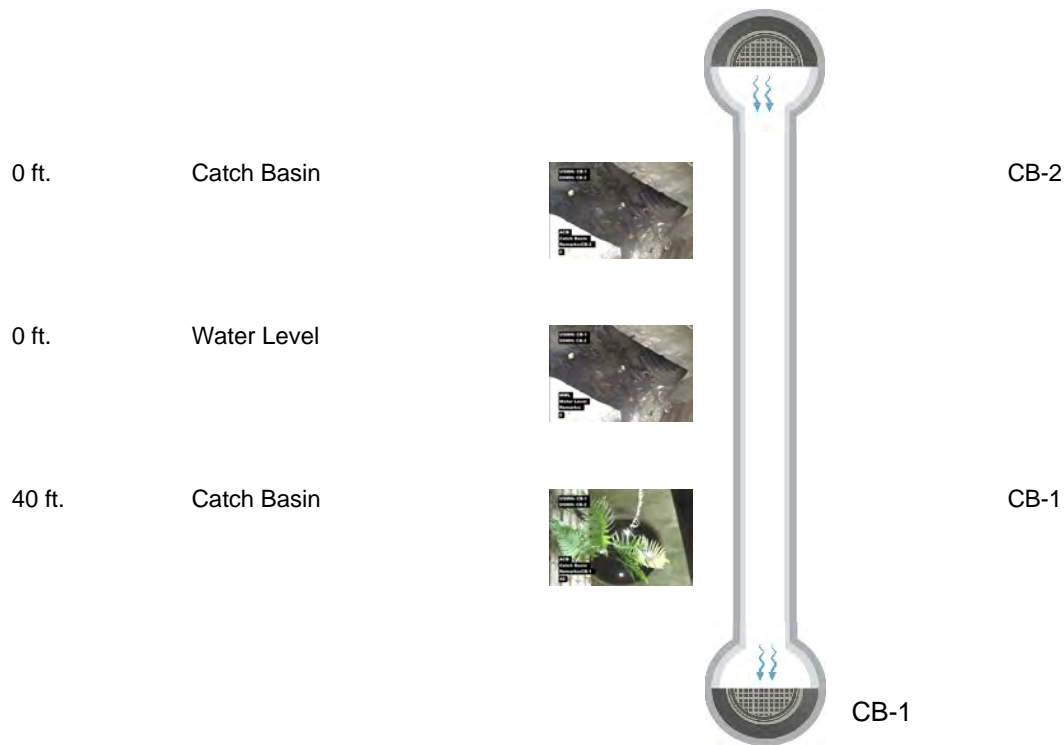
REMOVE AND REPLACE
PAVEMENT TO DETERMINE
EXTENT OF CAVITATION, 67 SY

Dig and replace
existing 27x42 CMP,
40 LF, replace with
30" diameter RCP
MAGENTA

Defect Listing Plot

Pipe Segment Reference CB-2_CB-1	City TUCKER	Street CASTLE ROCK WAY	Material Corrugated Metal Pipe		Location Code <small>Main Highway - Suburban/Rural</small>	Sewer Use Stormwater
Upstream MH CB-2	Total Length	Year Laid	Shape Oval		Location Details	
DS Manhole CB-1	Length surveyed 40	Year Renewed	Height 24	Width 42	Pipe Joint Length	

Up Rim to Invert 4.5	Down Rim to Invert 5.4	PO Number		Customer	
Up Grade to Invert	Down Grade to Invert	Work Order		Purpose Pre-Rehabilitation Survey	
Up Rim to Grade	Down Rim to Grade			Media label	
OPR 0	Surveyed By Kristian	Direction Downstream	Date 09/26/2023		
OPRI 0	Certificate Number P037271-042022	Pre-Cleaning No Pre-Cleaning	Time 16:26	Weather Dry	
Date Cleaned			End Time 16:36	Additional Info	





Quote No.: GA23250

November 8, 2023

To: City of Tucker
Attn: Jeff Mueller

**Re: FY2024 Storm System Repairs
Task 6, 3628 Castle Roack Way**

Scope of Work:

Intersection of Edinburgh Dr and Castle Roack Way. Remove and replace existing 27" x 42" CMP, approximately 40 LF and replace with 30-dia. RCP.

Alternate Scope of Work:

Leave existing 27" x 42" CMP as is, line in place via SpinCast application of 8000 PSI engineered pipe repair mortar.

See pricing sheet next page.

Notes:

1. The Contractor will:
 - a. Maintain access to residential properties an necessary by detours or covering of work area when not mobilized.
 - b. Furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of GDOT.
 - c. Call in utility locates.
 - d. Work in accordance with terms and conditions of RFP2023-016 contract.

Sincerely,

Anita Clyne -President
Utility Asset Management, Inc.

Licensed In:

Alabama * Georgia * Florida * South Carolina * North Carolina * West Virginia

Corporate Office:

2025 US Hwy 41 S. ♦ Perry, Georgia, 31069
Office: 478-847-2301 ♦ E-Fax: 678-623-0282
www.uamonline.com

Metro Atlanta Office:

1902 Tucker Ind. Rd. ♦ Tucker, Georgia, 30084
Office: 678-691-1558
www.uamonline.com

			27x40 CMP Rehab castle rock way task order 6 -ALTERNATE		27x40 CMP Rehab castle rock way task order 6	
TUCKER STORM ANNUAL UNIT PRICE SCHEDULE			UAM	UAM	UAM	UAM
Item	Unit	Unit Price	Qty	Extended Price	Qty	Extended Price
General Conditions			SpinCast	SpinCast	Open Cut	Open Cut
Mobilization	EA	\$ 2,127.50	1	\$ 2,127.50	1	\$ 2,127.50
Out of Scope Work. Foreman	HR	\$ 100.05	8	\$ 800.40	8	\$ 800.40
Out of Scope Work. Laborer	HR	\$ 74.75	16	\$ 1,196.00	16	\$ 1,196.00
Traffic Control Minor 1 – Includes Continuous Crew of 2	Per	\$ 2,300.00	1	\$ 2,300.00	5	\$11,500.00
Traffic Control Minor 2 – Includes Cones and Signage	Per	\$ 1,897.50	3	\$ 5,692.50		\$ -
TV Storm Lines (includes DVD & Report)	LF	\$ 5.18	40	\$ 207.00		\$ -
Visual Inspection (Pictures). per Project (During	EA	\$ 368.00	1	\$ 368.00	1	\$ 368.00
Hydro-Excavation complete (onsite hours only)	Per	\$ 460.00	4	\$ 1,840.00		\$ -
30" PIPE - Cleaning less than 25% full	LF	\$ 8.05	40	\$ 322.00		\$ -
12" to 36" PIPE	LF	\$ 63.25	40	\$ 2,530.00		\$ -
30" RCP	LF	\$ 185.15		\$ -	40	\$ 7,406.00
4'-Dia. Brick Catch Basin GADOT 1033/1034	VF	\$ 1,265.00		\$ -	4	\$ 5,060.00
Invert Installation, 4' Diameter	EA	\$ 747.50		\$ -	1	\$ 747.50
30" Grout Each End to Structure	EA	\$ 276.00	2	\$ 552.00		\$ -
30" Cent. Spin Cast Lining	LF	\$ 299.00	40	\$ 11,960.00		\$ -
Curb & Gutter 6"x24"x12" High Back	LF	\$ 59.80	10	\$ 598.00	10	\$ 598.00
Tack Coat	Gal	\$ 19.55	1	\$ 19.55	2	\$ 39.10
2" Asph. Con. Hot Mix for Trench Cap	Ton	\$ 322.00	5	\$ 1,610.00	10	\$ 3,220.00
8" Thick 3000 psi- Concrete Trench Cap	CY	\$ 644.00		\$ -	4	\$ 2,576.00
Haul-In Structural Fill Material	CY	\$ 70.15	10	\$ 701.50	30	\$ 2,104.50
Haul-Off Soil Material	CY	\$ 74.75	10	\$ 747.50	35	\$ 2,616.25
Debris Removal	CY	\$ 70.15	10	\$ 701.50		\$ -
Seed & Straw (Permanent Grassing)	SY	\$ 5.29		\$ -	20	\$ 105.80
Seed & Straw (Temporary Grassing)	SY	\$ 4.95		\$ -	20	\$ 98.90
Sodding Complete-Zovzia	SY	\$ 32.20		\$ -	20	\$ 644.00
Topsoil Complete	CY	\$ 70.15		\$ -	10	\$ 701.50
Connect to Existing Structures	EA	\$ 1,955.00		\$ -	2	\$ 3,910.00
Debris Removal. Tandem Dump Truck	Per	\$ 805.00	1	\$ 805.00		\$ -
Removal of Existing Drainage Structure	EA	\$ 2,300.00		\$ -	1	\$ 2,300.00
Remove Existing Pipe all Types and Sizes	LF	\$ 49.45		\$ -	40	\$ 1,978.00
Saw Cut Existing Pavements	LF	\$ 14.95		\$ -	80	\$ 1,196.00
Steel Plates (Typ. 5'x8' Size)	EA	\$ 299.00		\$ -	4	\$ 1,196.00
				\$ 35,078.45		\$52,489.45
				spincast		open cut

EXHIBIT C
City of Tucker
Additional Contract Terms for Projects Utilizing Federal Funds
Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)
Task Order #6

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucker by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucker, according to the City’s Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

I. Federally Required Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

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advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the administering agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor,

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that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Compliance with the Federal Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

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the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set forth in paragraphs (b)(1) through (4) of this section.

III. Federal Clean Air Act Compliance

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et. seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

IV. Federal Water Pollution Control Act Compliance

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

V. Federal Suspension and Debarment

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Tucker. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tucker, the Federal

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VI. Compliance with the Federal Solid Waste Disposal Act

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

VII. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

VIII. Solicitation of Minority and Women-Owned Business Enterprises.

Contractors or subcontractors are required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

(i) Place qualified small and minority businesses and women's business enterprises on its solicitation lists.

(ii) Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

(iii) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

(iv) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

(v) Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce.

IX. Compliance with the Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the Certification Regarding Lobbying that follows:

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Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer\ or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Print Name and Title of Contractor’s Authorized Official

Date_____



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: January 08, 2024
RE: Memo for Stormwater Contract Task Order #9 – 2119 Aldah Drive

Description for on the Agenda:

Approval of Task Order #6 of FY 2024 Stormwater Repair per the City's Procurement Policy.

Issue:

The stormwater conduit under Aldah Drive in the vicinity of 2119 Aldah Drive has deteriorated beyond repair. As such the roadway has caved in causing a steel plate to be temporarily placed to allow for vehicular traffic and pedestrian safety.

Recommendation:

Approval for city staff to authorize Task Order #9.

Background:

The stormwater conduit under Aldah Drive in the vicinity of 2119 Aldah Drive has deteriorated beyond repair. As such the roadway has caved in causing a steel plate to be temporarily placed to allow for vehicular traffic and pedestrian safety. To properly remedy this failure, the City will need to cut open the roadway, remove the existing conduit, and replace it with like size reinforced concrete pipe. As a result, the asphalt pavement will also need to be replaced.

City staff met with the 3 on-call stormwater repair contractors engaged under RFP 2023-016 provided proposals using their unit rater and a not to exceed price was established. UAM was the lowest with a fee of \$29,893.10.

Financial Impact:

Cost Estimate: \$29,893.10

15% Contingency: \$4,483.96

Contract not to exceed \$34,377.06



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #9**

STORM SYSTEM REPAIRS

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2023-016) and shall serve as authorization by the City of Tucker to UTILITY ASSET MANAGEMENT, INC. (“CONTRACTOR”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2023-016). Now therefore, the parties agree as follows:

Location of Project:

1. 2119 Aldah Drive, Tucker, GA 30084

Description of Services: The Contractor shall furnish all equipment, tools, skill, labor of every description, and all things necessary to carry out as delineated in “Exhibit A” (Scope of Services) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. Specific tasks to be completed under the scope of this TASK ORDER (the “WORK”) shall comply with the unit prices provided in Contract Agreement (RFP #2023-016) with an established Not to Exceed total that the Contractor exceeds at its own risk.

CONTRACTOR Deliverables to CITY:

- Completed work per Exhibit A – SCOPE OF WORK

Design Specifications and Guidelines:

The fee to be paid pursuant to this task order shall be the total amount identified in Exhibit B as **\$29,893.10**. Provided, however, that upon a satisfactory showing of a legitimate contingency by contractor to the city, an additional amount covering such contingency up to no more than 15% of said fee may be paid, such that the total amount authorized for payment under this task order shall in no event exceed **\$34,377.06**.

General Scope of Service: The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 180 calendar days after Notice to Proceed. Specific tasks to be completed under the scope of this agreement shall be at the direction of the City of Tucker Director of Public Works.

Itemized invoices delineating hours worked by individual positions in accordance with fixed hourly rates for work done by positions identified in CONTRACT AGREEMENT (#2023-016) shall be submitted by the CONTRACTOR and will be paid in arrears not more than once every 30 days. Invoices are to be emailed to invoice@tuckerga.gov.

Performance will be monitored to ensure compliance with expectations. The CONTRACTOR shall prepare a Schedule of Completion showing milestone completion dates based on completing the WORK within 180 calendar days. A Status Report describing actual work accomplishments and percentage of completion shall be submitted with invoices. This report shall include a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting any and all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss, or expense from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

The CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which shall comply with the unit prices provided in CONTRACT AGREEMENT (RFP #2023-016). Any work performed above the established Not to Exceed Fee shall be at the Contractor’s risk.

If the City in good faith determines that the CONTRACTOR has failed to perform or deliver any service or product as required, the CONTRACTOR shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONTRACTOR’S compensation which represents payment for services or products that were not performed or delivered. To the extent that the CONTRACTOR’S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONTRACTOR. The City’s authority to deduct such incurred costs shall not in any way affect the City’s authority to terminate the Contract. If the CONTRACTOR owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONTRACTOR in the

City's sole discretion.

Attachments:

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – COST PROPOSAL (in accordance with rates established in RFP 2023-016)
- EXHIBIT C – ADDITIONAL CONTRACT TERMS FOR PROJECTS UTILIZING FEDERAL FUNDS

CITY OF TUCKER:

CONTRACTOR: UTILITYASSET
MANAGEMENT, INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



EXHIBIT "A"
SCOPE OF SERVICES

FY 2024 Storm System Repairs. Task 9. 2119 Aldah Drive

October 30, 2023

Project Background

Storm Conduit 276858399467 has failures and needs to be replaced. A video of the conduit and structure is provided as part of this request for quote.

It is the intention of the city to fund this project with ARPA funds under its 'micro project' designation for stormwater system repairs.

The city will obtain all necessary easements and right of entries which may be necessary to execute the repair.

Scope of Work

1. 2119 Aldah Drive. Remove and replace existing CMP with 18" dia RCP, about 30 linear feet of pipe. Remove and replace pavement and base to eliminate cavities -see accompanying exhibit.

The work required under this contract includes furnishing materials, qualified labor, equipment, traffic control, erosion control, and site restoration.

1. Saw cut and remove asphalt, approximately 53 square yards.
2. Remove and replace existing approximate 15"x24" CMP with 18" diameter RCP.
3. Grout pipe connections in manhole structures
4. Backfill base and subbase, place asphalt pavement, matching existing cross section.
5. Seed and straw all disturbed areas.
6. Clean work area.

General conditions

1. The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
2. The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
3. The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
4. Specifications in accord with terms and conditions of RFP2023-016 contract.

FY 2024 STORMWATER REPAIR PROJECTS, TASK 9

2119 ALDAH DRIVE STORM CONDUIT 276858399467

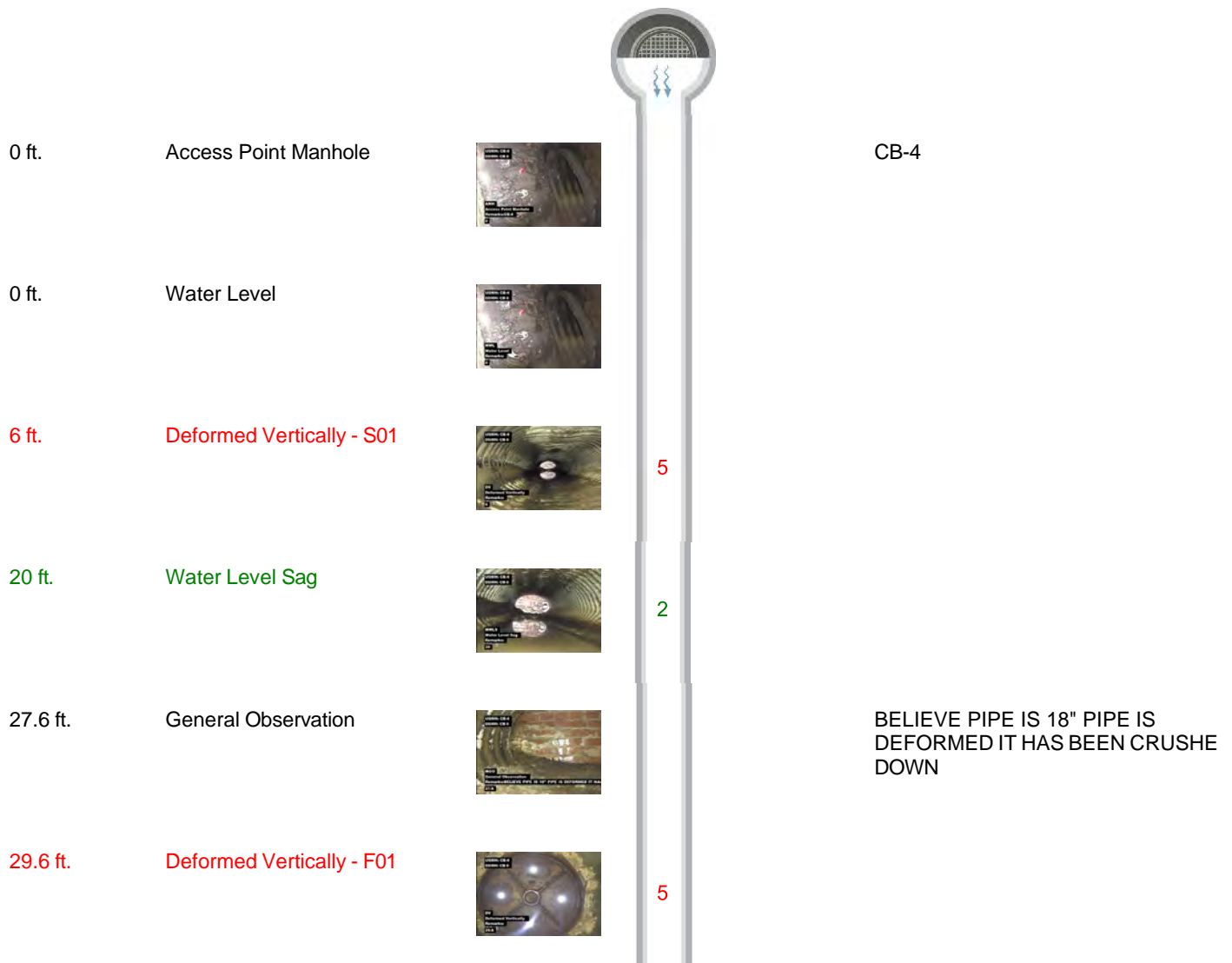
REMOVE AND REPLACE
PAVEMENT, ~ 53 SY (20x24 ft)

Dig and replace existing
15x24 CMP, 30 LF, replace
with 18" diameter RCP BLUE

Defect Listing Plot

Pipe Segment Reference CB-4_CB-5	City TUCKER	Street ALDAH DR	Material Corrugated Metal Pipe	Location Code <small>Main Highway - Suburban/Rural</small>	Sewer Use Stormwater
Upstream MH CB-4	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole CB-5	Length surveyed 29.6	Year Renewed	Height 18	Width 18	Pipe Joint Length

Up Rim to Invert 5.6	Down Rim to Invert	PO Number	Customer		
Up Grade to Invert	Down Grade to Invert	Work Order	Purpose		
Up Rim to Grade	Down Rim to Grade		Pre-Rehabilitation Survey		
OPR 27	Surveyed By Kristian	Direction Downstream	Date 08/29/2023	Media label	
OPRI 4.5	Certificate Number P037271-042022	Pre-Cleaning Jetting	Time 17:24	Weather Dry	
Date Cleaned 08/29/2023			End Time 18:53	Additional Info	





Quote No.: GA23251R1

November 8, 2023

To: City of Tucker
Attn: Jeff Mueller

Re: FY2024 Storm System Repairs, Task 9
2119 Aldah Drive

Scope of Work

1. 2119 Aldah Drive. Remove and replace existing CMP with 18" dia RCP, about 30 linear feet of pipe. Remove and replace pavement and base to eliminate cavities.

			24x15 CMP Rehab	
			aldah drive	
			task order 9	
TUCKER STORM ANNUAL UNIT PRICE SCHEDULE		WO#	UAM	UAM
Item	Unit	Unit Price	Qties	Extended Price
General Conditions			Open Cut	Open Cut
Mobilization	EA	\$ 2,127.50	1	\$ 2,127.50
Out of Scope Work. Foreman	HR	\$ 100.05	4	\$ 400.20
Out of Scope Work. Laborer	HR	\$ 74.75	8	\$ 598.00
Traffic Control Minor 1 – Includes Continuous Crew	Per	\$ 2,300.00	3	\$ 6,900.00
Visual Inspection (Pictures). per Project (During	EA	\$ 368.00	1	\$ 368.00
18" RCP	LF	\$ 100.05	30	\$ 3,001.50
Curb & Gutter 6"x24"x12" High Back	LF	\$ 59.80	10	\$ 598.00
Tack Coat	Gal	\$ 19.55	2	\$ 39.10
2" Asph. Con. Hot Mix for Trench Cap	Ton	\$ 322.00	10	\$ 3,220.00
8" Thick 3000 psi- Concrete Trench Cap	CY	\$ 644.00	4	\$ 2,576.00
Haul-In Structural Fill Material	CY	\$ 70.15	18	\$ 1,262.70
Haul-Off Soil Material	CY	\$ 74.75	20	\$ 1,495.00
Connect to Existing Structures	EA	\$ 1,955.00	2	\$ 3,910.00
Remove Existing Pipe all Types and Sizes	LF	\$ 49.45	30	\$ 1,483.50
Saw Cut Existing Pavements	LF	\$ 14.95	88	\$ 1,315.60
Steel Plates (Typ. 5'x8' Size)	EA	\$ 299.00	2	\$ 598.00
				\$29,893.10

Licensed In:

Alabama * Georgia * Florida * South Carolina * North Carolina * West Virginia

Corporate Office:

2025 US Hwy 41 S. ♦ Perry, Georgia, 31069
Office: 478-847-2301 ♦ E-Fax: 678-623-0282
www.uamonline.com

Metro Atlanta Office:

1902 Tucker Ind. Rd. ♦ Tucker, Georgia, 30084
Office: 678-691-1558
www.uamonline.com

Notes:

1. The Contractor will:
 - a. Maintain access to residential properties and necessary by detours or covering of work area when not mobilized.
 - b. Furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of GDOT.
 - c. Call in utility locates.
 - d. Work in accordance with terms and conditions of RFP2023-016 contract.

Sincerely,

Anita Clyne – President
Utility Asset Management, Inc.

Licensed In:

Alabama * Georgia * Florida * South Carolina * North Carolina * West Virginia

Corporate Office:

2025 US Hwy 41 S. ♦ Perry, Georgia, 31069
Office: 478-847-2301 ♦ E-Fax: 678-623-0282
www.uamonline.com

Metro Atlanta Office:

1902 Tucker Ind. Rd. ♦ Tucker, Georgia, 30084
Office: 678-691-1558
www.uamonline.com

EXHIBIT C
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Stormwater Maintenance and Repair Contract Agreement (RFP #2023-016)
Task Order #9

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucker by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucker, according to the City’s Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

I. Federally Required Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

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advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the administering agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor,

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that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Compliance with the Federal Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

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the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set forth in paragraphs (b)(1) through (4) of this section.

III. Federal Clean Air Act Compliance

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et. seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

IV. Federal Water Pollution Control Act Compliance

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

V. Federal Suspension and Debarment

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Tucker. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tucker, the Federal

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VI. Compliance with the Federal Solid Waste Disposal Act

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

VII. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

VIII. Solicitation of Minority and Women-Owned Business Enterprises.

Contractors or subcontractors are required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

(i) Place qualified small and minority businesses and women's business enterprises on its solicitation lists.

(ii) Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

(iii) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

(iv) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

(v) Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce.

IX. Compliance with the Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the Certification Regarding Lobbying that follows:

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer\ or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Print Name and Title of Contractor’s Authorized Official

Date_____



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: January 08, 2024
RE: Memo for Stormwater Contract Task Order #11 – 2401 Castleridge Court

Contract/Document Number:
C2023-016-TO11-PO24-637

Description for on the Agenda:
Approval of Task Order #11 of FY 2024 Stormwater Repair per the City's Procurement Policy.

Issue:
The stormwater infrastructure near the vicinity of 2401 Castleridge Court has deteriorated, leaving voids in the conduit and the structure.

Recommendation:
Approval for city staff to authorize Task Order #11.

Background:
The stormwater infrastructure near the vicinity of 2401 Castleridge Court has deteriorated, leaving voids in the conduit and the structure. The pipe has not deteriorated to the point where replacing it is necessary and a trenchless lining method of rehabilitation can be used. The structures will be regouted from the inside.

City staff met with the 3 on-call stormwater repair contractors engaged under RFP 2023-016 provided proposals using their unit rater and a not to exceed price was established. CAJENN was the lowest with a fee of \$34,630.00

Financial Impact:
Cost Estimate: \$34,630.00
15% Contingency: \$5,194.50
Contract not to exceed \$39,824.50



**STORMWATER MAINTENANCE AND REPAIR
CONTRACT AGREEMENT (RFP 2023-016)
TASK ORDER #11**

STORM SYSTEM REPAIRS

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFP #2023-016) and shall serve as authorization by the City of Tucker to CAJENN CONSTRUCTION AND REHABILITATION SERVICES INC. (“CONTRACTOR”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFP #2023-016). Now therefore, the parties agree as follows:

Location of Project:

1. 2401 Castleridge Court, Tucker, GA 30084

Description of Services: The Contractor shall furnish all equipment, tools, skill, labor of every description, and all things necessary to carry out as delineated in “Exhibit A” (Scope of Services) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. Specific tasks to be completed under the scope of this TASK ORDER (the “WORK”) shall comply with the unit prices provided in Contract Agreement (RFP #2023-016) with an established Not to Exceed total that the Contractor exceeds at its own risk.

CONTRACTOR Deliverables to CITY:

- Completed work per Exhibit A – SCOPE OF WORK

Design Specifications and Guidelines:

The fee to be paid pursuant to this task order shall be the total amount identified in Exhibit B as **\$34,630.00**. Provided, however, that upon a satisfactory showing of a legitimate contingency by contractor to the city, an additional amount covering such contingency up to no more than 15% of said fee may be paid, such that the total amount authorized for payment under this task order shall in no event exceed **\$39,824.50**

General Scope of Service: The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 180 calendar days

after Notice to Proceed. Specific tasks to be completed under the scope of this agreement shall be at the direction of the City of Tucker Director of Public Works.

Itemized invoices delineating hours worked by individual positions in accordance with fixed hourly rates for work done by positions identified in CONTRACT AGREEMENT (#2023-016) shall be submitted by the CONTRACTOR and will be paid in arrears not more than once every 30 days. Invoices are to be emailed to invoice@tuckerga.gov.

Performance will be monitored to ensure compliance with expectations. The CONTRACTOR shall prepare a Schedule of Completion showing milestone completion dates based on completing the WORK within 180 calendar days. A Status Report describing actual work accomplishments and percentage of completion shall be submitted with invoices. This report shall include a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting any and all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss, or expense from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

The CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which shall comply with the unit prices provided in CONTRACT AGREEMENT (RFP #2023-016). Any work performed above the established Not to Exceed Fee shall be at the Contractor's risk.

If the City in good faith determines that the CONTRACTOR has failed to perform or deliver any service or product as required, the CONTRACTOR shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the CONTRACTOR'S compensation which represents payment for services or products that were not performed or delivered. To the extent that the CONTRACTOR'S failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to CONTRACTOR. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract. If the CONTRACTOR owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the CONTRACTOR in the City's sole discretion.

Attachments:

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – COST PROPOSAL (in accordance with rates established in RFP 2023-016)
- EXHIBIT C – ADDITIONAL CONTRACT TERMS FOR PROJECTS UTILIZING FEDERAL FUNDS

CITY OF TUCKER:

CONTRACTOR: CAJENN CONSTRUCTION
AND REHABILITATION SERVICES INC.

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney



EXHIBIT "A"
SCOPE OF SERVICES

FY 2024 Storm System Repairs. Task 11. 2401 Castleridge Court

October 30, 2023

Project Background

Storm Conduits 273926402670 and 273898402616 has failure over its 135 linear foot length and needs to be repaired. A video of the conduit is provided as part of this request for quote.

It is the intention of the city to fund this project with ARPA funds under its 'micro project' designation for stormwater system repairs.

The city will obtain all necessary easements and right of entries which may be necessary to execute the repair.

Scope of Work

1. 2401 Castleridge Court. Trenchless repair (inlining) of approximately 135 linear feet of 18" diameter CMP pipe -see accompanying exhibit.

The work required under this contract includes furnishing materials, qualified labor, equipment, traffic control, erosion control, and site restoration.

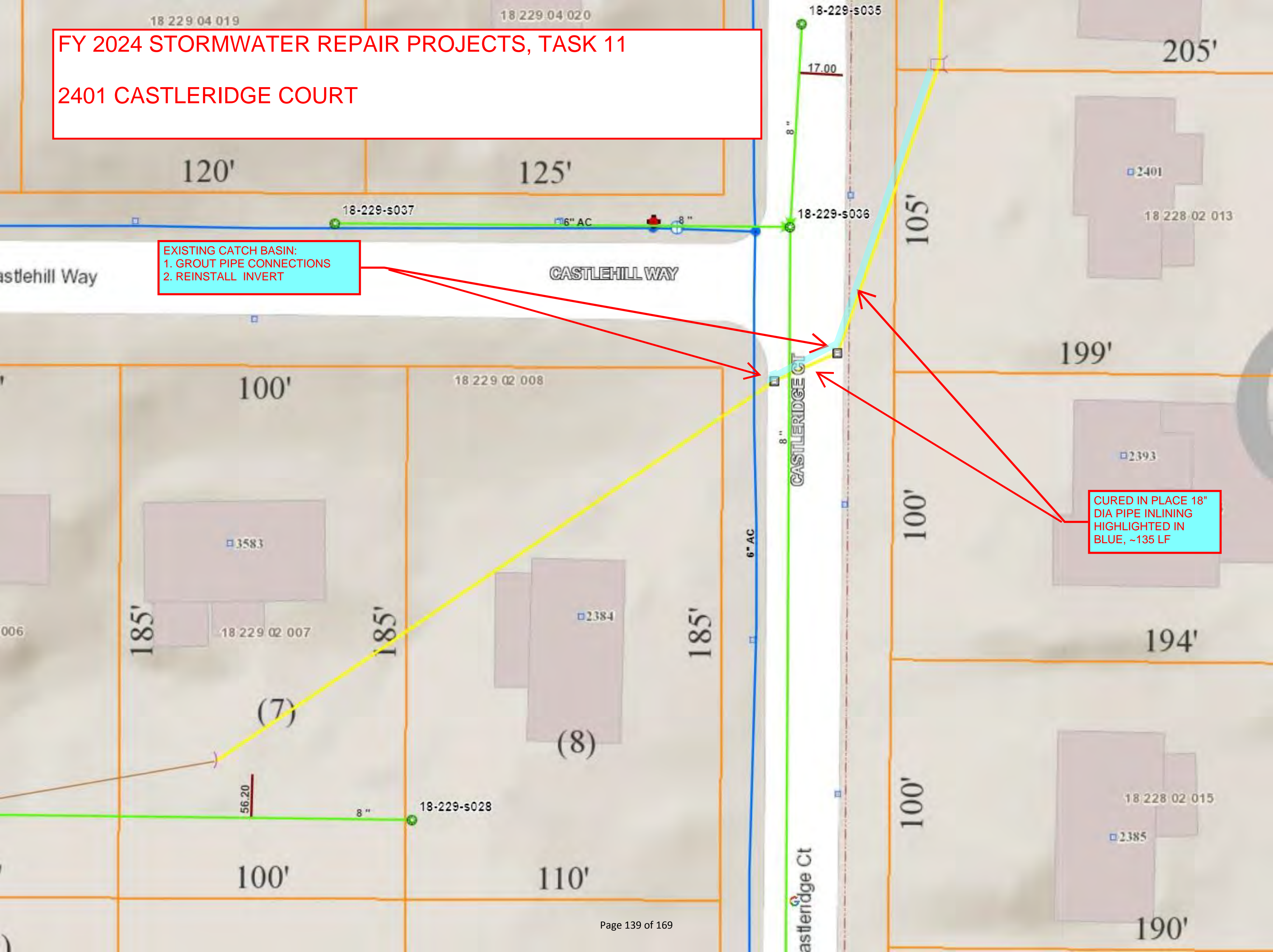
1. Cured in place pipe inlining
2. Grout pipe connections at catch basin structure
3. Back fill sinkholes along segment
4. Clean work area.

General conditions

1. The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
2. The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
3. The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
4. Specifications in accord with terms and conditions of RFP2023-016 contract.

FY 2024 STORMWATER REPAIR PROJECTS, TASK 11

2401 CASTLERIDGE COURT



EXISTING CATCH BASIN:
1. GROUT PIPE CONNECTIONS
2. REINSTALL INVERT

CURED IN PLACE 18"
DIA PIPE INLINING
HIGHLIGHTED IN
BLUE, ~135 LF

Defect Listing Plot

Pipe Segment Reference CB-2_CB-3	City TUCKER	Street CASTLERIDGE CT	Material Corrugated Metal Pipe	Location Code Main Highway - Suburban/Rural	Sewer Use Stormwater
Upstream MH CB-2	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole CB-3	Length surveyed 30.7	Year Renewed	Height 18	Width 18	Pipe Joint Length
Up Rim to Invert	Down Rim to Invert 4.4	PO Number		Customer	
Up Grade to Invert	Down Grade to Invert	Work Order		Purpose	
Up Rim to Grade	Down Rim to Grade			Pre-Rehabilitation Survey	
OPR 0	Surveyed By Kristian	Direction Upstream	Date 08/31/2023	Media label	
OPRI 0	Certificate Number P037271-042022	Pre-Cleaning Jetting	Time 10:59	Weather Dry	
Date Cleaned 08/31/2023			End Time 11:04	Additional Info	



	Distance:	Pos:	Val 1 / 2 :	% :
Catch Basin	0 ft.			
CB-3				
Water Level	0 ft.			0
General Observation	0 ft.			
THERE IS HARDENE CONCRETE ON THE BOTTOM OF THE CB				
General Observation	30.1 ft.			
HARDENED CONCRETE AT MOUTH OF THE PIPE				
Catch Basin	30.7 ft.			
CB-2				

Defect Listing Plot

Pipe Segment Reference CB-1_CB-2	City TUCKER	Street CASTLERIDGE CT	Material Corrugated Metal Pipe	Location Code Main Highway - Suburban/Rural	Sewer Use Stormwater
Upstream MH CB-1	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole CB-2	Length surveyed 36.9	Year Renewed	Height 18	Width 18	Pipe Joint Length

Up Rim to Invert	Down Rim to Invert	PO Number		Customer		
Up Grade to Invert	Down Grade to Invert					
Up Rim to Grade	Down Rim to Grade	Work Order		Purpose Pre-Rehabilitation Survey		
OPR 4	Surveyed By Kristian	Direction Downstream	Date 08/31/2023		Media label	
OPRI 4	Certificate Number P037271-042022	Pre-Cleaning Jetting	Time 09:19		Weather Dry	
Date Cleaned 08/31/2023			End Time 09:40		Additional Info	



Distance: Pos: Val 1 / 2 : % :

Catch Basin	0 ft.			
CB-1				
Water Level	0 ft.			0
General Observation	0 ft.			
CAN NOT GET MEASURMENTS. STRUCTURE IS BURIED				
Hole	36.9 ft.	5		
Survey Abandoned	36.9 ft.			
CAMERA CAN NOT GO PAST HOLE WITHOUT RISKING GETTING STUCK. WILL DO REVERSAL				

Defect Listing Plot

Pipe Segment Reference CB-1_CB-2	City TUCKER	Street CASTLERIDGE CT	Material Corrugated Metal Pipe	Location Code Main Highway - Suburban/Rural	Sewer Use Stormwater
Upstream MH CB-1	Total Length	Year Laid	Shape Circular	Location Details	
DS Manhole CB-2	Length surveyed 66.9	Year Renewed	Height 18	Width 18	Pipe Joint Length

Up Rim to Invert	Down Rim to Invert 2.6	PO Number		Customer		
Up Grade to Invert	Down Grade to Invert					
Up Rim to Grade	Down Rim to Grade	Work Order		Purpose Pre-Rehabilitation Survey		
OPR 5	Surveyed By Kristian	Direction Upstream	Date 08/31/2023		Media label	
OPRI 5	Certificate Number P037271-042022	Pre-Cleaning Jetting	Time 11:06		Weather Dry	
Date Cleaned 08/31/2023			End Time 12:37		Additional Info	



Distance: Pos: Val 1 / 2 : % :

Access Point Manhole	0 ft.			
CB-2				
Water Level	0 ft.			0
General Observation	3.7 ft.			
TOOK CAMERA OUT TO REMOVE ROCKS FROM LINE				
Hole Soil Visible	66.9 ft.	5		
General Observation	66.9 ft.			
CAN NOT GET PAST HOLE WITOUT RISKING GET THE CAMERA STUCK				
Survey Abandoned	66.9 ft.			
MADE IT TO HOLE. CAMERA WILL NOT GO PAST IT				

EXHIBIT B

	UNIT PRICE SCHEDULE		Cajenn	2401 Castleridge Court/Cajenn Pricing			
	Item	Unit	Contracted Price	Estimated Qty	Estimated Total	Installed Qty	Installed Total
	General Conditions						
1	Mobilization	EA	\$ 2,400.00	1	\$ 2,400.00		\$ -
2	Out of Scope Work, Foreman	HR	\$ 95.00		\$ -		\$ -
3	Out of Scope Work, Laborer	HR	\$ 75.00		\$ -		\$ -
					\$ -		\$ -
	Traffic Control				\$ -		\$ -
4	Traffic Control Minor 1 – Includes Continuous Crew of 2 Flagmen	Per Day	\$ 3,000.00		\$ -		\$ -
5	Traffic Control Minor 2 – Includes Cones and Signage	Per Day	\$ 2,000.00	2	\$ 4,000.00		\$ -
6	Traffic Control Major - Included Road Closure Detours, Signs,	EA	\$ 6,500.00		\$ -		\$ -
7	Mobile Electronic Detour Signs	Per Day	\$ 325.00		\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
	Specialty Storm Line Cleaning,				\$ -		\$ -
	Applicable to heavy roots, Large diameter rocks, large debris, etc				\$ -		\$ -
45	12" to 36" PIPE	LF	\$ 62.00	20	\$ 1,240.00		\$ -
46	42" to 96" PIPE	LF	\$ 87.00		\$ -		\$ -
	Internal Pipe Point Repairs (Including cutting, trimming, jacking,				\$ -		\$ -
128	18" Diameter	LF	\$ 580.00	6	\$ 3,480.00		\$ -
					\$ -		\$ -
206	Invert Installation, 4' Diameter	EA	\$ 425.00	2	\$ 850.00		\$ -
					\$ -		\$ -
	Grout Connection To Structure				\$ -		\$ -
218	12" Grout Each End to Structure	EA	\$ 125.00		\$ -		\$ -
219	15" Grout Each End to Structure	EA	\$ 160.00		\$ -		\$ -
220	18" Grout Each End to Structure	EA	\$ 190.00	4	\$ 760.00		\$ -
					\$ -		\$ -
	LINING REQUIREMENTS				\$ -		\$ -
	Cured In Place Pipe Liner (CIPP) - (12' or less in depth)				\$ -		\$ -
	Includes Pre and Post Television Inspections during lining				\$ -		\$ -
234	12" PIPE - 6.0mm (.236")	LF	\$ 80.00		\$ -		\$ -
235	15" PIPE - 7.5mm (.295")	LF	\$ 95.00		\$ -		\$ -
236	18" PIPE - 9.0mm (.354")	LF	\$ 115.00	140	\$ 16,100.00		\$ -
	Inversion Setup				\$ -		\$ -
268	Inversion Setup Charge 15"- 36" CIPP	EACH	\$ 2,900.00	2	\$ 5,800.00		\$ -
269	Inversion Setup Charge 42"- 60" CIPP	EACH	\$ 6,000.00		\$ -		\$ -
270	Inversion Setup Charge 66"- 96" CIPP	EACH	\$ 15,000.00		\$ -		\$ -
					\$ -		\$ -
				Sub Total	\$ 34,630.00		\$ -
				15% Contingency	\$ 5,194.50		
				Total	\$ 39,824.50		

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Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucker by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucker, according to the City’s Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

I. Federally Required Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

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advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the administering agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor,

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that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Compliance with the Federal Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

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the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set forth in paragraphs (b)(1) through (4) of this section.

III. Federal Clean Air Act Compliance

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et. seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

IV. Federal Water Pollution Control Act Compliance

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Tucker and understands and agrees that the City of Tucker will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

V. Federal Suspension and Debarment

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Tucker. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tucker, the Federal

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Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VI. Compliance with the Federal Solid Waste Disposal Act

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

VII. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

VIII. Solicitation of Minority and Women-Owned Business Enterprises.

Contractors or subcontractors are required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

(i) Place qualified small and minority businesses and women's business enterprises on its solicitation lists.

(ii) Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

(iii) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

(iv) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

(v) Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce.

IX. Compliance with the Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the Certification Regarding Lobbying that follows:

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer\ or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Print Name and Title of Contractor’s Authorized Official

Date_____



MEMO

To: Honorable Mayor and City Council Members
From: John McHenry, Deputy City Manager
CC: Tami Hanlin
Date: January 3rd, 2024
RE: Memo for Lake Erin Dam IGA with DeKalb County

Contract/Document Number: Contract IGA

Description for on the Agenda:

The City of Tucker has coordinated on an Intergovernmental Agreement with DeKalb County in which they will provide \$1,400,000 to contribute to the cost of necessary stormwater repairs of Lake Erin Dam.

Issue: Lake Erin Dam is designated as a Category I under the Georgia Safe Dams Act which means a dam failure would catastrophically impact people and property in the City of Tucker and DeKalb County. The Georgia Department of Environmental Protection issued a Notice of Violation of the Rules in September of 2020. Repair of the dam is a top priority given many years of deferred maintenance.

Recommendation:

Staff recognizes the importance of addressing this situation as soon as possible and we look to complete a comprehensive repair of the dam. It is the staff's recommendation that we move forward with this IGA which will fund a significant percentage of the repairs with a \$1,400,000 contribution from the County.

Background:

As the City took over stormwater service on July 1st of 2023, this work now falls under an existing City service. The DeKalb Board of Commissioners approved this IGA on December 19th, 2023. Our next step after receiving the funds from DeKalb County, will be to engage a consultant and to fast track the project managed by the City Engineer.

Summary:

Intergovernmental Agreement to facilitate the funding of needed improvements to Lake Erin Dam

Financial Impact:

The County will distribute \$1,400,000 of American Rescue Plan Act (ARPA) funds to the City for this repair project. It is anticipated that the total cost of dam overhaul along with park improvements will be in the \$3 to \$4 million range. As a subrecipient, we will meet all ARPA reporting requirements.

**SUBAWARD/INTERGOVERNMENTAL AGREEMENT
DEKALB COUNTY
AMERICAN RESCUE PLAN
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
DISBURSEMENT OF INTEREST IN THE AMOUNT OF \$1,400,000**

This SUBAWARD/INTERGOVERNMENTAL AGREEMENT (“Agreement”) made as of this ____ day of _____ 2023 (hereinafter called the “Effective Date”) by and between **DeKalb County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “DeKalb County”) and the **City of Tucker, Georgia**, a municipal corporation in the State of Georgia (the “City” or “Subrecipient”) (collectively, jointly referred to as the “the Parties”).

WITNESSETH

WHEREAS, both the City and County are charged with promoting the public safety, health, and welfare of those resident, doing business, and visiting their respective jurisdictions; and

WHEREAS, the Lake Erin Dam, located in Henderson Park, within the territorial boundaries of both the City and the County, is designated as Category I under the Georgia Safe Dams Act; and

WHEREAS, a failure of the Lake Erin Dam would catastrophically impact people and property in both the City and County, but primarily in unincorporated DeKalb County (**See Exhibit A**); and

WHEREAS, the Georgia Department of Environmental Protection issued DeKalb County a Notice of Violation of the Rules for Dam Safety dated September 19, 2020 (**See Exhibit B**), and the dam has been and remains in need of major repairs since that date; and

WHEREAS, any county or municipality of this state may contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; provided such governments are authorized to undertake activities, services, or facilities by virtue of Article IX, Section III, Paragraph I of the State Constitution; and both the City and County are authorized by law to provide stormwater services and to maintain facilities in furtherance of such services by Article IX, Section III, Paragraph III of the State Constitution;

WHEREAS, the American Rescue Plan Act, H.R. 1319, 117th Cong. § 9901 (2021) (the “Act”) allocated \$147,484,541.00 in Coronavirus Fiscal Recovery Fund funds (“ARPA funds”) to the County, which it may utilize to respond to the COVID-19 public health emergency or its economic impacts; and

WHEREAS, DeKalb County, Georgia will provide the City with the total amount of \$1,400,000.00 for the purpose of contributing to the cost of necessary stormwater repairs of the Lake Erin Dam (“the Contribution”). The Contribution shall come from interest earned on the ARPA funds; and

WHEREAS, the DeKalb County Governing Authority approved the Contribution to the City pursuant to Agenda Item 2023-1594; and,

WHEREAS, the purpose of this Agreement is to confirm and memorialize the terms and conditions for the disbursement of the Contribution to the City from the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. This Agreement is effective from execution through December 31, 2026. All funding must be obligated by December 31, 2024 and expended by December 31, 2025.
2. DeKalb County shall provide the City with \$1,400,000.00 for the purpose of contributing to the cost of necessary stormwater repairs of the Lake Erin Dam (“the Contribution”) within thirty (30) days of execution of the Agreement. This amount represents approximately half the cost of a repair option identified by AECOM to County officials in May of 2022. The City hereby agrees to supply the remainder of funds necessary to accomplish the repair of the Lake Erin Dam. The County will not be obligated to provide the City more than the total amount designated as the Contribution, \$1,400,000.00.

County acknowledges that in the remittance of funds, TIME IS OF THE ESSENCE. County therefore agrees that upon its failure to remit funds within thirty (30) days of the execution of this Agreement, it shall be liable for all costs, including attorneys’ fees, of any and all actions to recover said amount.

3. The parties herein acknowledge the repair of the Lake Erin Dam to be a jointly held responsibility. The parties further agree that in consideration for monetary sums delivered to it by the County, the City shall undertake to repair the Lake Erin Dam to a safe and functional state satisfactory to the Georgia Department of Environmental Protection. The City shall manage all aspects of the Lake Erin Dam repair from design to final construction. The County shall not interfere with the City nor withhold funds for any reason. All necessary permitting and reporting associated with the repair and communication to the Georgia Department of Environmental Protection shall be conducted by the City, provided however, that the County shall at all times cooperate in making its records and employees available for the purposes of sharing information that may be necessary to accomplish the repair. The County shall release and make available to the City all work and documents whether kept internally or through consultants related to the Lake Erin Dam, including but not limited to those relating to: maintenance, repair, or redesign. The County hereby agrees to and shall take all necessary steps to allow any and all consultants, engineers, and other contracted advisors, and experts, including but not limited to AECOM, to work with City and share any previously done work, designs, plans, reports, or other information with City related to the Lake Erin Dam. The parties acknowledge this is a material provision as access to these records and consultants will aid in preventing delay in the repair of the dam.

Any item of expenditure under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of DeKalb County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities, shall become *the* City’s liability, to be paid by the City from funds other than those provided by DeKalb County under this Agreement. This provision shall survive the expiration or termination of this Agreement.

The Parties agree that DeKalb County is providing these funds to the City as a sub-recipient and the City shall acquire all rights and obligations accruing to it as a sub-recipient, including but not limited to the federal reporting requirements that may apply.

4. The City shall provide necessary reports to the following person(s) employed by DeKalb County: **Attn: Wayne Williams, Manager of the ARP Financial Reporting Team, 1300 Commerce Drive, 4th Floor, Decatur, Georgia 30030. Wayne Williams will provide instructions regarding how to submit the required documentation.**
5. The City shall submit to DeKalb County a monthly fiscal report detailing the use of the funds by

the City. The reports shall be provided no later than (30) days after the close of each month. The reports shall consist of a line-item breakdown of expenditures and indicate the amount of funds remaining to be disbursed, if any, and a detailed breakdown of any agreed-upon metrics. Required reporting metrics are subject to change on a monthly basis. Upon request, the City will provide documentation to substantiate the negative economic impact caused by COVID-19 for reporting purposes. DeKalb County reserves the right to request additional project information at any given time. The reports shall include all information required by the Federal Reporting Requirements, described and referenced herein as Appendix C and Appendix D and made a part of this Agreement.

6. Levels of Accomplishment-Goals and Performance Measures for Any Services Provided

In the provision of any services as a subrecipient hereunder, the City shall meet any expected performance measures for this Agreement.

7. Conflicts of Interest

The City understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. The City must disclose in writing to DeKalb County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112, and DeKalb County will, in turn, disclose such conflicts to the Treasury Department, as appropriate.

8. Financial Management and Accountability

A. Accounting Standards.

The City agrees to comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200, including 2 CFR 200.307 as may be required and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles.

The City shall administer its program in conformance with OMB Circular A-122 “Cost Principles for Non-Profit Organizations”, incorporated within Title 2, Subtitle A, Chapter II, Part 200, Subpart E. This principle shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Retention.

The City shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period to align with 2 CFR 200.334 Retention of Records (“Retention Period”). The Retention Period begins on the date of the submission of the City’s final expenditure report. Notwithstanding the above, if there is litigation, claims, audits, or other actions involving any records created before the expiration of the Retention Period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the Retention Period, whichever occurs later.

The City’s records with respect to any matters covered by this Agreement shall be made available to DeKalb County, or the Federal Government, at any time during normal business

hours, as often as DeKalb County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports by DeKalb County must be fully cleared by the City within thirty (30) days after receipt of notice of deficiency from DeKalb County to the City. Failure of the City to comply with the audit requirements noted herein will constitute a violation of this Agreement and may result in the withholding of future payments and/or a return of the funds received pursuant to this Agreement.

D. Close Outs.

The City's obligation to DeKalb County shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to DeKalb County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that any Party has control over ARPA funds, including program income.

E. Audit Inspections.

All the City's records with respect to any matters covered by this Agreement shall be made available to DeKalb County and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by the City within thirty (30) days after receipt by DeKalb County. Failure of the City to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with any DeKalb County policy concerning subrecipient audits and OMB Circular A-133, incorporated within 2 CFR Subtitle A, Chapter II, Part 200, Subpart F, if required.

F. Civil Rights.

i. Compliance

The City shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protections to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

Although not required by Title VI or any related authorities, DeKalb County also assures that no person shall on the grounds of sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

ii. Nondiscrimination

The City agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

G. Suspension and Debarment.

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the City is required to verify that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 2. The City will comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C.
- H. The City will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The City will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: selection for training, including apprenticeship, firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, and rates of pay or other forms of compensation. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices of nondiscrimination.
- I. The City acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. The City will comply with all applicable federal, state, and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the US Treasury or other federal agencies in regard to the requirements of ARPA.
- J. For the purposes of this Agreement, the City shall be considered a sub-recipient, and in all instances related to the City's provision of services or status as a sub-recipient, if applicable, the City shall be considered an independent contractor to DeKalb County, and hereby covenants and agrees to act in accordance with that status, and the employees and agents of the City shall neither hold themselves out as nor claim to be officers or employees of DeKalb County, and shall make no claim for, nor shall be entitled to, workers compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from DeKalb County.
- K. **Termination:** DeKalb County shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. DeKalb County may terminate this Agreement immediately upon notice delivered or mailed to the City as provided in the Notice section of this Agreement and in conformity with 2 CFR 200-339 – 200.343. The City must be given an opportunity to demonstrate compliance before the Agreement is terminated for cause. The Agreement may only be terminated for convenience if the repairs to Lake Erin Dam become unneeded or obsolete. Within thirty (30) days of the effective date of termination, any remaining funds must be returned to DeKalb

County.

- L. **Amendment and Extent of Amendment:** This Agreement may only be amended by a written instrument approved and executed by the Parties. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- M. **Protections for Whistleblowers:** In accordance with 41 U.S.C. § 4712, the City may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:
1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of DeKalb County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- N. **Governing Law:** This Agreement shall be governed by the laws of the State of Georgia.
- O. **Assignment and Subcontractors:** Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the written approval of DeKalb County's Governing Authority.
- P. **Bankruptcy:** In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against the City of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of the City.
- Q. **Stipulation:** DeKalb County stipulates that no member of the Governing Authority or any other County official or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.
- R. **Indemnification:** To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless DeKalb County, and any of its officers, agents, and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.
- S. **Waiver:** Failure of DeKalb County to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.

- T. **Disputes:** Disputes involving this Agreement must be heard in a court of competent jurisdiction of the State of Georgia located in DeKalb County.
- U. **Severability:** If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by a court of competent jurisdiction, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- V. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- W. **Notices:** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses:

If to DeKalb County: Chief Operating Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

with a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City: City of Tucker
ATTN: Mayor
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

and

City Attorney
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the County, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

CITY OF TUCKER, GEORGIA

By: _____

Frank Auman, Mayor

Attest: _____

Bonnie Warne, City Clerk

Date: _____

(SEAL)

Date: _____

DEKALB COUNTY, GEORGIA

By: _____

Zachary L. Williams, COO

Attest: _____

Date: _____

Date: _____

(SEAL)

APPENDIX A (APPENDIX C)

As per this Agreement, 2 CFR 200.332(a) of the United States Code of Federal Regulations requires DeKalb County to inform the City of the following Federal reporting and administrative obligations and to ensure that such obligations are properly fulfilled.

1. SAM Requirement – The City cannot participate in ARPA/SLFRF funded programs without a unique entity number (EIN), which indicates that the subrecipient is registered to do business with the Federal Government. Subrecipients must access www.SAM.Gov and register to receive an EIN. The City has registered with the Federal Government.

2. FFATA- The Federal Funding Accountability and Transparency Act requires DeKalb County to report subaward obligations equal to or over \$30,000 by the end of the month following the month the obligation was made at www.FSRS.gov. Subaward and subrecipient information will be made publicly available at www.USASpending.gov. No action is required upon the subrecipient for FFATA compliance; however, please note that the Subrecipient's information will be made public on the website mentioned above.

3. Single Audit Act - Recipients and subrecipients that spend \$750,000 or more in federal awards from all sources (including ARPA funds) during a fiscal year are subject to a Single Audit by the Federal Government. DeKalb County and subrecipients are required to use the Federal Audit Clearinghouse (2 CFR 200.S10(b)) to submit their Single Audit. DeKalb County is responsible for resolving the findings of any Single Audit in collaboration with the Subrecipient.

4. Records Management – The City must keep all records of the project for a minimum of five (5) years. DeKalb County and the Federal Government will have access to all financial records and statements pertaining to the project(s). All records are subject to audit.

5. Discretionary Site Visits – The City and its related locations will be subject to site visits by DeKalb County.

APPENDIX B **(APPENDIX D)**

DeKalb County, Georgia Subrecipient Reporting and Monitoring Guidance

Subrecipient Name	City of Tucker, Georgia
Subrecipient Unique Entity Identifier:	INSERT
FAIN (Federal Award Identification Number):	SLFRP002
Federal Award Date of Award to the Recipient by the Federal Agency:	March 11, 2021
Subaward Period of Performance Start Date:	January 1, 2024
Subaward Period of Performance End Date:	December 31, 2025
Subaward Budget Period Start Date:	March 3, 2021
Subaward Budget Period End Date:	December 31, 2024
Total amount of award to Subrecipient	\$1,400,000.00 (all interest funds)
Name of Federal Awarding Agency:	U.S. Department of Treasury
Federal Program Assistance Listing Name:	21.027 - Coronavirus State and Local Fiscal Recovery Funds
Name of Pass-Through Entity:	DeKalb County, Georgia
The award is for R&D?	No

Program Description: As a sub-recipient of ARPA interest funds, the City (“Subrecipient”) is assigned the fiscal responsibility of budget, accounting, and reporting of expenditures allowed by the Agreement in compliance with 2 CFR 200, generally accepted accounting principles and Final Rule criteria.

Subrecipient may use the ARPA interest funds to make repairs to Lake Erin Dam.

Fiscal Standards:

1. The Subrecipient must comply with 2 CFR 200 for accounting standards and cost principles.
2. The Subrecipient must comply with DeKalb County policies and 2 CFR 200 for conflicts of interest and procurement.
3. The Subrecipient may not deposit funds into a pension fund, offset the debt of the organization, satisfy a judgment or settlement, or contribute to a “rainy day” fund, or use it as the nonfederal share of Medicaid or Chip programs.
4. No more than 10% of the ARPA funds may be used for administrative costs.
5. Any funds that are not expended as authorized under this Agreement must be refunded to the County within 30 days of receipt of written notice for a refund provided by the County.
6. Any funds that are not expended within the anticipated time frame under this Agreement are subject to recapture. If requested, a refund to the County must be made within 30 days of receipt of a written notice for a refund provided by the County.
7. The County’s determination that an expenditure is eligible does not relieve the Subrecipient of its duty to repay the County in full for any expenditures that are later determined by the County or the federal awarding agency, in each of its sole discretion, to be ineligible expenditures or the discovery of duplication of benefits.
8. The Subrecipient has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Subrecipient will also report all suspected fraud to the County.
9. The Subrecipient must submit monthly reports to DeKalb County.
10. All funding must be obligated by December 31, 2024 and expended by December 31, 2025.

A. Expenditure Summary

Expenditure reporting will reconcile actual costs with budgeted expenditures based on the advance funding award to the City.

B. Performance Success Summary

Subrecipient will provide a report of key milestones for the past period. This will include the identification of specific cost areas to be covered by grant funds and revisions of budget areas.

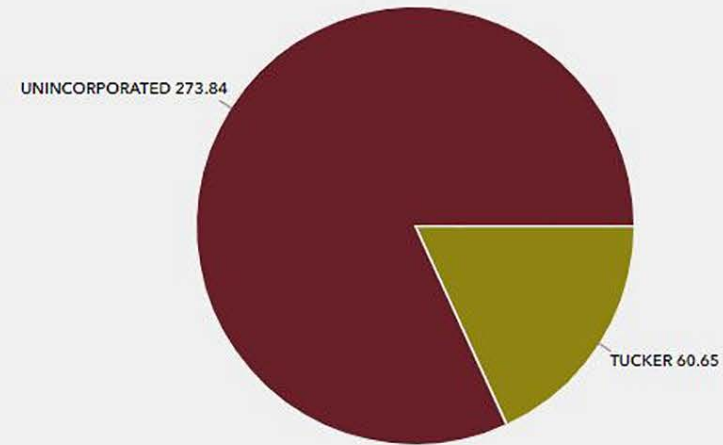
C. Supporting Documentation

Supporting Documentation must be retained to clearly support expenditures and costs.

Insert Exhibits A and B



Total Acreage of All Parcels



☒ Impacted Parcels Building Footprints

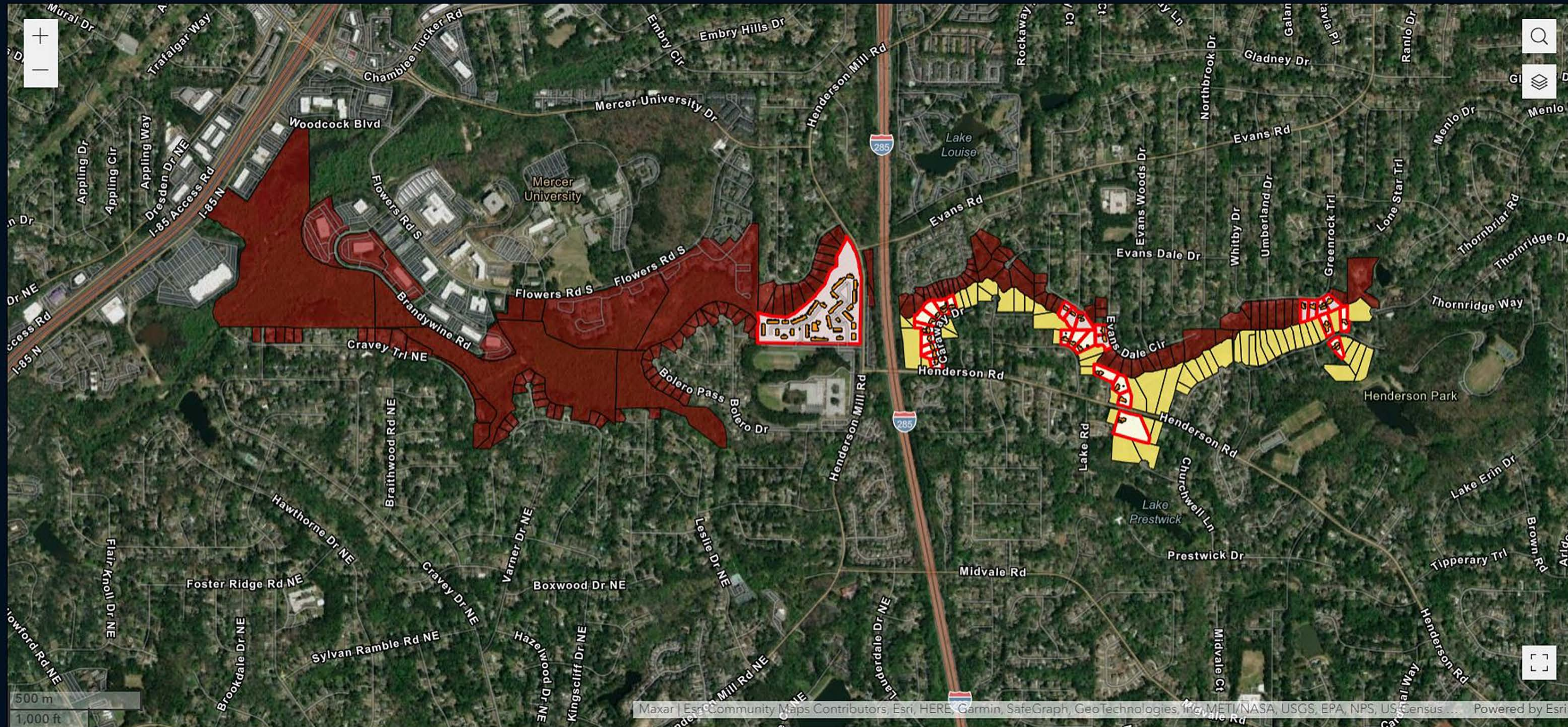
☐ Total Parcel Building Footprints

☒ Impacted Parcels Boundary

☒ Lake Erin Parcels

☐ DeKalb Tax Parcels

☐ Tucker Parcels



Total Parcels within Dam Breach Inundation Limits

214

Impacted Parcels

29

Impacted Parcel Assessed Value

\$12,350,200

Impacted Total Acreage Parcels

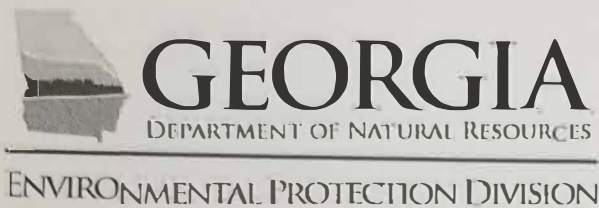
37.3



City of
Tucker

Credits: City of Tucker, DeKalb County GA, FEMA, AECOM

EXHIBIT B



Richard E. Dunn, Director

Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

September 16, 2020

Peggy Allen, Associate Director
DeKalb County Roads & Drainage
727 Camp Road
Decatur, GA 30032

SUBJECT: Notice of Violation
✓ Erin Lake Dam
DeKalb County
Permit #044-0004-00033

Dear Ms. Allen:

This letter serves as a Notice of Violation of the Safe Dams Act and/or Rules for Dam Safety as amended.

The Erin Lake Dam was classified as a Category I structure on August 11, 1978, and therefore is subject to the Georgia Safe Dams Act and Rules for Dam Safety. Since the dam is classified Category I, the dam is subject to O.C.G.A. § 12-5-384 which requires conformance and compliance "with all rules, regulations, orders, and permits established under this part," the Rules for Dam Safety, and Permit #044-0004-00033 issued to DeKalb County on February 28, 1983. The Division alleges you are not in compliance with the Safe Dams Act, Rules for Dam Safety, or Permit #044-0004-00033 due to issues including the dam's obstructed spillway, severe seepage and sloughing of the downstream slope, and overgrown, inappropriate vegetation.

Inspections conducted by the Division on March 16, 2020 and several dates previously note the poor condition of the subject dam. Most recently, quarterly inspection reports dated January 8, 2019, and March 30, 2020, submitted on your behalf by your Engineer of Record (EOR) Tai Yi Su, P.E., document the progressing deterioration of the dam.

The March 30, 2020, quarterly report indicated the lake level was approximately 5 feet above normal pool elevation, however the discharge from the principal spillway had not increased concurrently as would be expected. This indicates the spillway is obstructed. This is a violation of Condition 6(d) of Permit #044-0004-00033 which provides that "the spillway shall be kept clear of all trees and brush and any other obstructions which might interfere with the flow of water through it" and Rule 391-3-8-.10 (1)(b) which provides that the owner must perform maintenance to "prevent the accumulation of debris, obstructions, or other deleterious materials from the spillway system."

The above-mentioned quarterly reports detail severe seepage-related sloughing on the downstream slope of the dam that continues to worsen. The March 30, 2020, quarterly inspection report notes one of the areas of sloughing was 82 feet wide, 5 feet long, 18 inches deep at the time

of the inspection and appears to be progressing. These areas of seepage and subsequent sloughing are a violation of Rule 391-3-8-.09 (3)(g) which provides that "all dams shall be able to prevent the development of instability due to excessive seepage forces, uplift forces, or loss of materials in the embankment, abutments, spillway areas, or foundation."

The above-mentioned quarterly inspection reports show excessive, inappropriate vegetation on the upstream slope of the dam. This is a violation of Condition 6 (a) and Condition 6(b) of Permit #044-0004-00033. The permit provides that the owner must comply with the minimum standard operation and maintenance program which includes Condition 6(a) that "all trees, stumps, bushes, and roots thereof and any other undesirable growth shall be removed from earthfill dams and the disturbed area reseeded," and Condition 6(b) that "the embankments of earthfill dams shall be maintained with an approved protective cover which is capable of resisting erosion." The overgrowth of inappropriate vegetation is also a violation of Rule 391-3-8-.09 (3)(e) which provides that "all earthen embankments shall be protected from surface erosion by appropriate vegetation, or some other type of protective surface such as riprap or paving, and shall be maintained in a safe condition."

A letter from the Division dated April 4, 2018, outlined the findings of the inspection performed by the Division on March 16, 2017, which documented the poor condition of the dam and required that complete plans for the rehabilitation of the dam be submitted by October 1, 2018. To date, the Division has not received the required documents.

Due to the poor condition of the subject dam and its progressing deterioration, and at the recommendation of your EOR in her April 17, 2020, letter, you must lower the lake level by at least 8 feet. You must also begin monitoring the dam on at least a monthly basis. You must create monthly inspection reports which provide the lake level reading, photographs of the dam and sloughing areas, and a description of any changes to the condition of the dam. You must lower the lake and begin providing monthly reports to the Division **within 21 days of receipt of this letter**. Also, you must provide a written, date-specific schedule for the submittal of the complete design report, plans, and specifications for the rehabilitation of the dam **within 21 days of receipt of this letter**. The Division will review your proposed schedule, and any other information you wish to submit to determine if additional enforcement actions are warranted. Failure to submit a schedule may result in additional enforcement actions, and potentially revocation of your permit.

If you have any questions, please contact Tom Woosley, P.E., at 404-463-2461. Your cooperation in this matter is appreciated.

Sincerely,



Jennifer H. Welte
Regulatory Support Program Manager

JHW:dtw:sn

cc: Susan V. Loeffler, Director, DeKalb County EMA

Lake Erin Dam Repair IGA with DeKalb County



John McHenry
City Manager

Lake Erin Dam IGA

- The City of Tucker has coordinated on an Intergovernmental Agreement with DeKalb County in which they will provide \$1,400,000 of ARPA funds to contribute to the cost of necessary stormwater repairs of Lake Erin Dam.
- Lake Erin Dam is designated as a Category I under the Georgia Safe Dams Act which means a dam failure would catastrophically impact people and property. The Georgia Department of Environmental Protection issued a Notice of Violation of the Rules.
- Repair of the dam is a top priority given many years of deferred maintenance.

Lake Erin Dam IGA

- It is anticipated that the total cost of dam overhaul along with park improvements will be in the \$3 to \$4 million range. As a subrecipient of the County's \$1,400,000 ARPA funds, we will meet all these Federal reporting requirements.
- The DeKalb Board of Commissioners approved this IGA on December 19th, 2023. Upon Council approval, we will look to see transfer of the funds.
- The City Engineer has reached out to the County's consultant – AECOM – for Preliminary Engineering work. The City Engineer will be fast tracking the project for a construction bid for later this year.