



**Mayor & City Council
Regular Meeting Agenda**

Monday, September 12, 2022, 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
Anne Lerner, Council Member District 3, Post 2
Noelle Monferdini, Council Member District 2, Post 2

Zoom Link: <https://us02web.zoom.us/j/83307494382> or Phone: 888 788 0099 (Toll Free) Webinar ID: 833 0749 4382

Pages

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

The pledge will be led by students of Midvale Elementary School's Pre-K.

D. MAYOR'S OPENING REMARKS

E. PUBLIC COMMENTS

F. APPROVAL OF THE AGENDA

G. CONSENT AGENDA

G.1.	Regular Meeting - August 8, 2022	4
G.2.	Work Session - August 22,2022	8
G.3.	Special Called Meeting - September 1, 2022	11
G.4.	2022 GOSP Grant Agreement - 46218 414 222	13
G.5.	Financial Report - August 2022	31
G.6.	Ordinance O2022-08-50 2nd Read Text Amendment of Tucker Code CH 26 Municipal Court Section 26-102	48

H. STAFF REPORTS

I. OLD BUSINESS

I.1.	Ordinance O2022-08-47	Ted.Baggett	50
	<ul style="list-style-type: none"> Second Read and Public Hearing of an Ordinance by the Mayor and City Council for the City of Tucker, Georgia for the purpose of amending the Tucker Code CH 10 Businesses relating to coin operated amusement devices, promotions, and lotteries; relating to offenses against public health and morals; to provide for the applicability of certain provisions to certain games and devices; to provide for a limitation on the allowable number of such machines at one location; to require owners and operators of such machines to comply with certain regulations; to provide for the suspension and revocation of licenses; to provide for fines; to mandate reporting requirements; to mandate sign posting; to provide for minimum distance restrictions; to provide requirements for placement of machines; to require disclosure of certain contact information of the owner and/or operator of machines; to provide for license posting; to provide for severability; to provide an effective date; to repeal all ordinances and parts of ordinances in conflict herewith; and for other purposes. 		
I.2.	Ordinance O2022-08-48	Courtney.Smith	62
	<ul style="list-style-type: none"> Second Read and Public Hearing of an Ordinance by the Mayor and City Council for the City of Tucker, Georgia for the purpose of amending the Tucker Code Chapter 10 Businesses, to provide for the mandatory use of video surveillance systems at convenience stores, and for other purposes. 		
I.3.	Ordinance O2022-08-49	Courtney.Smith	69
	<ul style="list-style-type: none"> Second Read and Public Hearing of an Ordinance of the Mayor and City Council of the City of Tucker, Georgia, for the purpose of amending the Tucker Code Chapter 46 Zoning Ordinance, including revising Article 6 to add regulations for pervious pavement system; and revising Article 9 to add a definition for pervious pavement system (TA-22-0002). 		
J.	NEW BUSINESS		
J.1.	Ordinance O2022-09-51	Ted.Baggett	77
	<ul style="list-style-type: none"> First Read and Public Hearing of an Ordinance by the Mayor and City Council for the City of Tucker, Georgia for the purpose of amending the Tucker Code Chapter 4 Alcoholic Beverages, to provide relating to event permitting for alcoholic beverage catered functions open to the public; to provide for severability; to provide an effective date; to repeal all ordinances and parts of ordinances in conflict herewith; and for other purposes. 		
J.2.	Contract C2022-09-SP2023	Ken.Hildebrandt	82
	<ul style="list-style-type: none"> Consideration of award of bid RFQ 2022-09 for the Tucker-Northlake Trail Design 		
J.3.	2022 GDOT Agreement - 0010954	Ken.Hildebrandt	174
	<ul style="list-style-type: none"> Consideration of approval of a Project Framework Agreement with GDOT for Transportation Facility Improvements for the Tucker-Northlake Trail 		

J.4.	2022 CID Agreement	Ken.Hildebrandt	223
	<ul style="list-style-type: none"> Consideration of an Memorandum of Agreement with the Tucker-Northlake Community Improvement District for the Tucker-Northlake Trail Design. 		
J.5.	Contract C2022-015-CE2303 Award by Resolution R2022-09-30	Ken.Hildebrandt	226
	<ul style="list-style-type: none"> Consideration of award of bid ITB 2022-015 for Brockett Road Traffic Calming 		
J.6.	Contract Q2022-022-CE2306	Ken.Hildebrandt	320
	<ul style="list-style-type: none"> Consideration of award of a quote for the purchase of Digital Speed Detection Signs 		
J.7.	Contract TO2022-41-2018-016-CE23	Ken.Hildebrandt	332
	<ul style="list-style-type: none"> Consideration of approval of Task Order #41 with Kimley Horn for the North/South Connectivity Study. 		
J.8.	Contract C2022-0015216 Award by Resolution R2022-09-31	Ken.Hildebrandt	342
	<ul style="list-style-type: none"> Consideration of approval of a contract with the Georgia Department of Transportation for the acquisition of right-of-way – Mountain Industrial Boulevard @ Hugh Howell Road. 		
J.9.	Contract C2022-001-AMD-001	Carlton.Robertson	362
	<ul style="list-style-type: none"> Fitzgerald Park Change Order 1 – Increase in Material Costs 		
J.10.	Contract C2022-001-AMD-002	Carlton.Robertson	406
	<ul style="list-style-type: none"> Fitzgerald Park Change Order 2 – for the addition of pipe and a new manhole for sewer connection 		

K. MAYOR AND COUNCIL COMMENTS

L. EXECUTIVE SESSION

- If required for personnel, real estate and litigation

M. ACTION AFTER EXECUTIVE SESSION

- As needed

N. ADJOURNMENT



MAYOR & CITY COUNCIL

REGULAR MEETING MINUTES

Monday, August 8, 2022, 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/83307494382>

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.

C. PLEDGE OF ALLEGIANCE

The pledge was led by Marvin Hines, Field Superintendent, a new employee for City of Tucker.

D. MAYOR'S OPENING REMARKS

Mayor Auman mentioned that since last month 17 new Occupational Tax Certificates were issued, celebrated launch of Tucker Walks program and referenced Proclamation 22-08 issued, to sign up for the two-time award winning In Tucker magazine, and acknowledged Lisa Owen filling in for City Clerk.

E. PUBLIC COMMENTS

Allysen Gevertz, Dekalb Board of Education Representative, District 4 spoke about the first day of school day in Dekalb. Public comments were heard from two citizens about parks and public spaces and tree ordinances.

F. APPROVAL OF THE AGENDA

Motion to approve the agenda as presented passed unanimously.

MOVER: N. Monferdini

SECONDER: C. Schroeder

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

APPROVED (7 to 0)

G. CONSENT AGENDA

Motion to approve Consent Agenda Items G.1 - G.3 passed unanimously in favor.

MOVER: C. Schroeder

SECONDER: V. Rece

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 - July 11, 2022

G.2 Resolution R2022-08-28 to Adopt Employee Position Classification and Pay Plan

G.3 Resolution R2022-08-27 to Ratify Appointment of City Attorney as Prosecuting Officer

H. STAFF REPORTS

H.1 July 2022 Financials - Operating and Capital Budgets Activity

Beverly Ragland, Finance Director, briefed the Mayor and Council on updated financial statements, the status of ARPA funds and property taxes, the upcoming fiscal year audit, franchise/excise fees, and on-going development of purchasing/procurement procedures.

I. OLD BUSINESS

I.1 Ordinance O2022-07-46

Courtney Smith, Community Development Director, spoke on the second read of an ordinance for the purpose of amending the code to allow for appeals based on zoning decisions to be appealed to the Zoning Board of Appeals and to allow for the additional option of electronic delivery of denial letters.

Mayor Auman opened the public hearing which nobody spoke in favor or opposition. Public hearing was closed.

Motion to approve ordinance O2022-07-46 to amend the Tucker Code Chapter 10 Businesses regarding denial, revocation or suspension of Business Occupational Tax Certificates and the appeal process as presented passed in favor.

MOVER: A. Lerner

SECONDER: N. Monferdini

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

APPROVED (7 to 0)

J. NEW BUSINESS

J.1 Ordinance O2022-08-47

Ted Baggett, City Attorney, spoke on the first read of an ordinance to amend the City of Tucker Code, Chapter 10 Businesses, including but not limited to coin operated amusement machines.

Mayor Auman opened the public hearing which nobody spoke in favor or opposition. Public Hearing was closed.

Second Read on September 12, 2022.

FIRST READ

J.2 Ordinance O2022-08-48

Courtney Smith, Community Development Director, spoke on the first read of an ordinance to amend the City of Tucker Code, Chapter 10, including but not limited to video surveillance systems.

Mayor Auman opened the public hearing which two citizens spoke in asking for clarification and nobody spoke in opposition. Public Hearing was closed.

Second Read on September 12, 2022.

FIRST READ

J.3 Ordinance O2022-08-49

Courtney Smith, Community Development Director, spoke on the first read of an ordinance (TA-22-0002) to amend the City of Tucker Code, Chapter 46, including but not limited to parking surfaces.

Mayor Auman opened the public hearing which nobody spoke in favor or opposition. Public Hearing was closed.

Second Read on September 12, 2022.

FIRST READ

J.4 Ordinance O2022-08-50

Ted Baggett, City Attorney, spoke on the first read of an ordinance to amend the City of Tucker Code, Chapter 26, Municipal Court, relating to Prosecuting Attorney.

Second Read on September 12, 2022.

FIRST READ

J.5 Contract C2022-014-100-7520

Jackie Moffo, Economic Development Manager, spoke on awarding the bid RFP 2022-014 for the Economic Development Strategic Plan, for which 4 bids were received.

KB Advisory Group President, Geoff Koski, was introduced and spoke briefly to the Mayor and City Council.

Motion to award the contract C2022-014-100-7520 to KB Advisory Group in the amount of \$89,810.00 passed in favor

MOVER: A. Lerner

SECONDER: N. Monferdini

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

APPROVED (7 to 0)

J.6 Contract SS2022-039-PR2311

Carlton Robertson, Parks and Recreation Director, spoke on purchasing two 15-passenger Ford vans through the state purchasing contract

Motion to award the contract C2022-SS22-034-CE2308 for the purchase of two 15-passenger Ford Vans from Loganville Ford through the state purchasing contract in the amount of \$101,063.60 passed in favor.

MOVER: C. Schroeder

SECONDER: V. Rece

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

APPROVED (7 to 0)

J.7 Resolution R2022-08-29

Mayor Auman spoke on a Resolution to appoint a Director to the Downtown development Authority (DDA) for the City of Tucker, Georgia

Motion to approve resolution R2022-08-29 to appoint Anne Lerner as a Director to the City of Tucker Downtown Development Authority (DDA) until such time as she no longer serves as a member of the city governing authority passed in favor.

MOVER: F. Auman

SECONDER: N. Monferdini

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

APPROVED (7 to 0)

K. MAYOR AND COUNCIL COMMENTS

Mayor and Council thanked Allysen Gevertz for her work with Dekalb schools, expressed concern about the cost of school supplies, and expressed excitement about all of the improvements happening in Tucker.

L. EXECUTIVE SESSION

MOVER: F. Auman

SECONDER: A. Lerner

Motion to enter into Executive Session at 8:33PM for the purpose of personnel, real estate and litigation.

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

APPROVED (7 to 0)

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to exit Executive Session at 9:13PM and return to the regular meeting.

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

APPROVED (7 to 0)

M. ACTION AFTER EXECUTIVE SESSION

None

N. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: A. Weaver

Motion to adjourn meeting at 9:16 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



MAYOR & CITY COUNCIL

WORK SESSION MINUTES

Monday, August 22, 2022, 7:00 PM

Tucker City Hall

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

Members Present: 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

Members Absent: Frank Auman, Mayor

ZOOM link: <https://us02web.zoom.us/j/83307494382>

A. CALL TO ORDER

Mayor Pro-Tem Anne Lerner called the meeting to order at 7:00 PM.

B. ROLL CALL

The above were in attendance for a quorum. Motion to excuse Mayor Auman was unanimous.

C. MAYOR'S OPENING REMARKS

D. APPROVAL OF THE AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the agenda as presented.

AYES: (6): R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

ABSENT: F.Auman

APPROVED (6 to 0)

E. NEW BUSINESS

E.1 Discussion on Sidewalk and Trail Priorities

Ken Hildebrandt, City Engineer, spoke on the sidewalk and the trail priorities. \$1.7 million spent on new sidewalk construction.

Tucker Sidewalk Projects Completed:

Midvale Rd - Montreal Rd - Elmdale Dr - Lavista Rd - Fellowship Rd - Brockett Rd - Cowan Rd - Idlewood Rd - Church St - Tucker Industrial Rd - Smoke Rise Elementary School

Tucker Sidewalk Projects In Progress: Cooledge Rd and Old Norcross Rd

Tucker Sidewalk Recommendations:

N/S Connectivity Study:

Fellowship Road: Idlewood Rd to Lawrenceville Hwy
Montreal Rd: Lavista Rd to Lawrenceville Hwy
Brockett Rd: Lawrenceville Hwy to Cooledge Rd
Cooledge Rd: Lawrenceville Hwy to Cousins Way
Idlewood Rd: Elmdale Dr to E Ponce de Leon

Budgeted in FY23 Capital:

Juliette Rd: E Ponce de Leon to End
Stone Mill Way: Juliette Rd to Richardson St

Trail Overview: 32 miles of trail spending \$53 million total.

Segment 1A Trail started in early April with 55% complete with projected completion by the end of September.

Hugh Howell Trail Addition from Smoke Rise Elementary to Marthasville Ct is almost 75% complete. (This is the potential first section of Segment 4C which will connect all the way down to Stone Mountain Park).

Upcoming Trail Segments: The City has been awarded an ARC grant for the design and right of way acquisition for Segments 1B, 1C, 6A Main Street to Northlake

Next Trail Segment Recommendations: 4C Hugh Howell Rd: Marthasville Ct to Silver Hill Rd and 3A South Fork Peachtree Creek: Lawrenceville Hwy to Bibbs Dr

E.2 Discussion on Tucker Trails Naming and Branding

Matthew Lee, Board Member of Friends of the Tucker PATH, spoke on the Tucker Trails Naming and Branding. Mayor Pro Tem Lerner stated that based on this information, the City will have to coordinate on our end to look at the next steps to start to work on some of that branding.

E.3 Update on Public Works Referendum

Mayor Pro Tem Lerner gave an update on the Public Works Referendum; that staff is finishing up communication material and dates for public meetings and are working on some final numbers and information to get this information out as soon as possible. It's been brought up that a maintenance plan is needed, which is what this referendum is about, because we keep adding new inventory. We have a maintenance plan with the County but the City needs one.

F. EXECUTIVE SESSION

MOVER: A. Lerner

SECONDER: N. Monferdini

Motion to enter into Executive Session at 8:30PM joint with the City of Tucker DDA for the purpose of real estate. Move that the Council may have an Executive Session for real estate, litigation and personnel.

Joint Executive Session with DDA closed at 9:08 PM. Council Executive Session continued.

AYES: (6): R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

ABSENT: F.Auman

APPROVED (6 to 0)

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to exit Executive Session and return the the work session meeting at 9:38 PM.

AYES: (6): R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

ABSENT: F.Auman

APPROVED (6 to 0)

G. ACTION AFTER EXECUTIVE SESSION - None

H. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: A. Weaver

Motion to adjourn meeting at 9:39 PM .

AYES: (6): R. Orlando, C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

ABSENT: F.Auman

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



**MAYOR & CITY COUNCIL
SPECIAL CALLED MEETING MINUTES**

**Thursday, September 1, 2022, 5:00 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
Anne Lerner, Council Member District 3, Post 2

Members Absent: Noelle Monferdini, Council Member District 2, Post 2

A. CALL TO ORDER

Mayor Auman called the meeting to order at 5:00 PM.

B. ROLL CALL

The above were in attendance for a quorum. Move to excuse the attendance of Councilmember Monferdini was unanimous.

C. MAYOR'S OPENING REMARKS

D. EXECUTIVE SESSION

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to enter into Executive Session for the purpose of personnel, real estate and litigation at 5:01PM passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: N. Monferdini

APPROVED (6 to 0)

MOVER: A. Weaver

SECONDER: R. Orlando

Motion to exit Executive Session and return to the called meeting at 6:30 PM passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: N. Monferdini

APPROVED (6 to 0)

E. ACTION AFTER EXECUTIVE SESSION

MOVER: A. Lerner

SECONDER: V. Rece

Motion to approve the proposed written settlement terms on the Superior Court Civil Action File No.: 21CV4355 Tucker Towing, Inc vs. The City of Tucker, Georgia passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: N. Monferdini

APPROVED (6 to 0)

F. ADJOURNMENT

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to adjourn meeting at 6:35 PM passed unanimously.

AYES: (6): F. Auman, R. Orlando, C. Schroeder, A. Weaver, V. Rece, and A. Lerner

ABSENT: N. Monferdini

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks & Recreation
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Memo for Georgia Outdoor Stewardship Program Grant Agreement

Description for on Agenda:

Georgia Outdoor Stewardship Program Grant Agreement

Issue:

With the City of Tucker's commitment to quality parks and outdoor activity, we continue to make improvements in our park system. This grant is to fund the dam repairs and park renovations at John's Homestead Park. This grant has a minimum 25% match with funds and in-kind services.

Recommendation:

Staff recommends approving this agreement to accept the funds awarded from the Georgia Outdoor Stewardship Program grant. The award total is \$2,521,788.00.

Background:

The City is applied for this grant to make repairs/replace the existing dams at Twin Brothers Lake and to make park renovations recommended by both the Parks and Recreation Master Plan and the AECOM recommendations. The total estimated project costs is \$3,399,483.00 and requires a minimum of 25% matching funds through direct funding and/or in-kind services. The city is has worked on additional funding from the JHP Friends group, the Tucker-Northlake CID and in-kind services from several partners.

Summary:

This grant will provide majority funding for a necessary project consisting of dam replacement, which would restore proper flow from the lakes to the stream. It will also provide funding to complete park renovations and additions included in our Master Plan and recommendations in the AECOM study.

Financial Impact:

The funding of this project is part of the Parks and Recreation CIP for FY2023.

DEPARTMENT OF NATURAL RESOURCES
GEORGIA OUTDOOR STEWARDSHIP TRUST FUND PROJECT AGREEMENT

Applicant:
City of Tucker

Project Number:
46218 414 222

Project Title:
Johns Homestead Dam and Park Improvements

Project Period:
Date of Approval (defined as the date of signatures on the following page) and ***not to exceed 24 months from the date of approval.***

Project Stage Covered by this Agreement:
Entire Project

Project Scope (Description of Project):

This project consists of the development/improvement at the property known as **Johns Homestead Park** located in the City of **Tucker** and County of **DeKalb**, Georgia by **The City of Tucker** to include the following scope:

- Rehabilitating two existing dams to return dams to hydraulic functionality and comply with current dam safety regulations
 - Architectural and Engineering
 - Clearing and grubbing
 - Removal of concrete retaining wall and CMP conduit
 - Construction of weir wall
 - Erosion/Sediment Control and Permanent Stabilization
 - Topsoil
 - Rehabilitating the Beaver Area and connection to the Pond
- Architectural and engineering for park improvements
- Construction of 3 new pedestrian entrances
- Repair and improvement to the existing trails
 - Grading
 - Crushed slate surface
 - Graded Aggregate Base
 - Geotextile and hardwood mulch binder
- Construction of permeable parking lot at the existing pedestrian entrance
- Removal of invasive plants
- Restoration of approximately 100 linear feet streambanks and buffers with native plants
- Construction of +/- 2,638 square feet of boardwalk

- Construction of one ADA accessible fishing dock
- Stock the Lake with fish
- Construction of a permanent orienteering course
- Installation of one bird blind
- Installation of 10 Trail Markers
- Installation of 4 benches
- Installation of 4 wayfinding kiosks
- Installation of 7 trash receptacles
- Installation of security cameras
- Landscaping
 - Mulch, topsoil, groundcover, sod
 - Erosion/sediment control

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Outdoor Stewardship Program (GOSP) Rule (attached)
2. Georgia Outdoor Stewardship Program (GOSP) 2021-2022 Manual
3. Project Application and Attachments

(Initial) I have read and understand the Georgia Outdoor Stewardship Program Rule and the 2021-2022 Georgia Outdoor Stewardship Program Manual in their entirety.

Project Cost

Total Cost: **\$3,399,483.00**

GOSP Fund Amount: **\$2,521,788.00**

(Fund amount not to exceed amount defined in the approved project proposal)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Georgia Outdoor Stewardship Act, the 2021-2022 GOSP Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

None

In witness whereof, the parties have executed this Agreement as of the date entered below.

State of Georgia

City of Tucker

By

By

(Signature)

(Signature)

Taylor Brown
DNR Chief of Grants

(Name)

Date

(Title)

Rule 391-5-13-.11. GEORGIA OUTDOOR STEWARDSHIP PROGRAM

Department 391. RULES OF GEORGIA DEPARTMENT OF NATURAL RESOURCES

Chapter 391-5. HISTORIC PRESERVATION
Subject 391-5-13. STATE AND FEDERAL GRANTS PROGRAMS

Rule 391-5-13-.11. GEORGIA OUTDOOR STEWARDSHIP PROGRAM

(1) Definitions. As used in this Rule, the term:

- “Qualified Local Government” means any county or municipality meeting the definition found in paragraph 18 of subsection (a) of Code Section 50-8-2.
- “Constituted Recreation Authority” means any recreation authority registered with the Georgia Department of Community Affairs.
- “Nongovernmental Entity” means nonprofit organization primarily concerned with the protection and conservation of land and natural resources, as evidenced by its organizational documents.
- “Natural-resource recreation” means recreation in the form of boating, hiking, camping, fishing, hunting, jogging, biking, walking or similar outdoor activities.
- “GADNR” is the Georgia Department of Natural Resources.
- “GEFA” is the Georgia Environmental Finance Authority.

(2) Key Provisions. The intent of this chapter is to provide stewardship for state parks, state lands, and wildlife management

areas; support local parks and trails; and protect critical conservation land.

Georgia Outdoor Stewardship Trust Fund. O.C.G.A. 12-6A-2 authorizes up to 80 percent of all moneys received by the state from the sales and use tax collected by outdoor recreation equipment establishments classified under the 2007 North American Industry Classification Code 451110, sporting goods stores in the immediate preceding fiscal year to be dedicated to the Georgia Outdoor Stewardship Trust Fund for the purpose of funding the protection of conservation land.

Board of Trustees of the Georgia Outdoor Stewardship Trust Fund. O.C.G.A. 12-6A-7 establishes the Board of Trustees of the Georgia Outdoor Stewardship Trust Fund. The Board of Trustees shall accept applications for project proposals for eligible funding and shall evaluate and approve these proposals pursuant to the priorities established in this 12-6A-10(d) and any other priorities established by the Board of Trustees.

Administrative Authority. O.C.G.A. Chapter 6A of Title 12 provides the statutory basis for GADNR to administer this grant program. This chapter is enacted pursuant to Article III, Section IX, Paragraph VI(p) of the Constitution.

- (3) Eligible Applicants. All qualified local governments, constituted recreation authorities, state agencies and nongovernmental entities may apply for grant funds under this program.
- (4) Use of Funds. From within the Georgia Outdoor Stewardship Trust Fund, moneys shall be made available each fiscal year for:

- Grants to any qualified local governments, constituted recreation authorities, state agencies and nongovernmental entities of this state having a project proposal with a primary purpose of one of the conservation objectives listed in O.C.G.A. 12-6A-6;
- Grants as authorized in O.C.G.A. 12-6A-12;
- Costs incurred by the State in administering the program.

Moneys may be available each fiscal year for loans to any city, county or nongovernmental entity to defray the cost of conservation land or of conservation easements placed upon property to ensure its permanent protection as conservation land.

Before funds from the Georgia Outdoor Stewardship Trust Fund can be disbursed for grants for project proposals for conservation objectives, applications for project proposals must be approved by the Board of Trustees, the Board of Natural Resources, and the appropriations subcommittees of the House of Representatives and Senate maintaining oversight authority over GADNR and GEFA. As set forth in O.C.G.A. § 12-6A-8(f), GEFA is responsible for the disbursement of funds following final approval of project proposals.

(5) Eligible Projects. All eligible projects must take place in the state of Georgia. Eligible project activities fall into three categories:

- Local Parks and Trails of Regional Significance, for local governments, constituted recreation authorities

and nongovernmental entities to acquire and/or improve parks, trails and conservation lands.

- State Stewardship, for state agencies and nongovernmental entities for maintenance, restoration or improvement projects to enhance public access, use, or safe enjoyment of permanently protected conservation land and currently owned state parks.
- State Land Acquisition, for state agencies and nongovernmental entities to acquire critical areas for the provision or protection of clean water, wildlife, hunting, fishing, for military installation buffering, or for natural-resource based outdoor recreation.

(6) General Terms and Conditions. Each funding cycle will begin with a funding cycle announcement. The funding cycle announcement will be posted at <https://gadnr.org/grants>. Each funding cycle announcement will include deadlines, specific requirements, and procedures for submission of the pre-application.

Funding opportunities involve a competitive pre-application process followed by an invitation only second-level application process. The detailed pre-application process and second-level application forms, instructions, deadlines, format, required forms/documents, required drawings/maps, and project ranking criteria are available at <https://gadnr.org/grants>.

Grant Cycle. Funds will only be made available for grants or loans to eligible recipients during the grant cycle. The grant cycle timeline will be included in the funding cycle announcement each year. To receive funding, applicants must submit an application before the pre-application deadline.

Project Timeline. All selected applicants will have 24 months to complete the project from the date of the signed Project Agreement.

Match Requirements. Applicants must provide at least 25 percent of the total project cost as match. Match may include cash, in-kind goods and services or volunteer labor. Applicant must document availability of the required 25 percent match for each application. State agencies will be required to provide a 25 percent match, pending appropriations. Exceptions can be made at the discretion of the Board of Trustees.

Funding Amounts. Projects for Local Parks and Trails of Regional Significance must have a grant or loan request between \$500,000 and \$3,000,000. There are no minimum or maximum grant amounts for State Stewardship or State Acquisition projects. Exceptions can be made at the discretion of the Board of Trustees.

Financial Workshop. All selected applicants are required to attend a financial workshop prior to executing the Project Agreement.

Project Agreement. Grant and loan recipients must execute a Project Agreement with GADNR and comply with all its provisions, including maintaining complete financial records for all activities and submitting quarterly progress reports.

Inspections. GADNR Staff will conduct site inspections for all awarded projects before the project begins and after the project's completion. GADNR Staff may conduct site inspections during the project timeline.

Acquisition Projects. All projects involving acquisition or conservation easements shall place protective language provided by GADNR on the deed for the property.

(7) Application Timeline. The calendar for an annual funding cycle:

May – Funding cycle announcement of the upcoming grant cycle

September 1 – Pre-application period opens

October 31 – Pre-applications due (specific deadline assigned each year in the funding cycle announcement)

November - December – Staff reviews, evaluates and ranks pre-applications

January – Board of Trustees prepare and approve proposal of projects; Board of Natural Resources approves proposal of projects; Appropriations subcommittees of the House of Representatives and Senate maintaining oversight authority over the GADNR and GEFA approve proposal of projects

February – All pre-applicants are notified and selected pre-applicants are invited to submit second-level applications

May 30 – Second-level applications due

June - July – Selected applicants attend required financial workshop and sign Project Agreements

(8) Pre-Application Process: The pre-application can be found online at <https://gadnr.org/grants>. All aspects of the pre-application must be completed online.

All eligible pre-applications shall include:

- Responses to each of the evaluation criteria
- Cover letter on official letterhead signed by the chief elected official/executive director/president/agency official
- A resolution adopted by the governing entity of the applicant authorizing the application and committing or verifying all matching funds required to complete the proposed project
- A narrative description of the proposed project
- Estimate of cost
- Preliminary site plan
- Plat and/or legal description of the property proposed for purchase and/or development
- Location map

Pre-applications must be submitted by the deadline stated on the funding cycle announcement or the application will not be eligible for review.

(9) Review of Grant Applications. All pre-applications received from eligible applicants are reviewed by GADNR Staff. Specific criteria are used to evaluate projects.

Upon completion of the review and ranking process, GADNR Staff will present pre-applications to the Board of Trustees at the first calendar meeting of each year. The Board of Trustees shall prepare and approve a proposal containing approved projects. Upon approval of the proposal, the Board of the of Natural

Resources shall review and approve the proposal of the Board of Trustees.

Each year's initial proposal shall be submitted by January 31 to the chairpersons of the appropriations subcommittees of the House of Representatives and Senate maintaining oversight authority over GADNR and GEFA. Upon approval by the appropriations subcommittees, the proposal of projects shall be deemed approved.

(10) Second-Level Application Process. Approved pre-applicants will be invited to submit a second-level application.

Second-level applications shall contain the following:

- Signed application cover sheet
- Detailed project budget
- Environmental Assessment Package
- Property Deed Copy
- Signed statement from landowner expressing support (this is applicable if the applicant are not the same)
- Approvals to cross a public highway or a public utility right-of-way (if applicable)
- Maps: Property Boundary Area Map, Preliminary Site map, site location map
- Detailed Project Development Budget
- Local Program Implementation Schedule

The second-level application can be found at <https://gadnr.org/grants>. Second-level applicants who are unable to meet all requirements for a complete application by the deadline may be granted an extension by GADNR Staff.

(11) Awarded Projects. Funds will be available to successful applicants following the financial workshop with GADNR Staff and the execution of a Project Agreement between GADNR and the grantee. The date the Project Agreement is signed is “Day 1” of the project timeline. The grantee will have 24 months to complete the project from “Day 1.”

Land Acquisition Projects. For projects involving the acquisition of real property or conservation easements, grantees must submit the following to GADNR no later than seven days before the scheduled date of closing:

- the final closing statement, which shall reflect the sources and amounts of matching funds and the proper commitment of the grant or loan proceeds to the acquisition of the project; and
- the final draft conveyance instrument and all exhibits thereto that will be used to convey the project to the Grantee.

If the closing statement is satisfactory to GADNR and if all terms and conditions are met, GEFA shall wire the grant or loan proceeds to the Grantee.

Reimbursement Requests. For non-acquisition projects, all grant funds will be made via reimbursements. Grantees cannot be reimbursed for work that is done prior to the Project Agreement. Grantees may make reimbursement requests at any time for costs incurred after “Day 1.” Reimbursement requests will be submitted at <https://gadnr.org/grants>. All reimbursement requests will be reviewed and approved by GADNR Staff and forward to GEFA for payment.

Quarterly Reports. Grantees are required to submit quarterly progress reports throughout the project’s timeline. Quarterly

reports will be submitted at <https://gadnr.org/grants>. Quarterly reports should include any progress made during the quarter and a detailed description of all funds spent.

Extension Requests. Grantees may request timeline extensions if the project is expected to exceed the 24-month deadline. All extension requests will be submitted at <https://gadnr.org/grants>. All formal requests will be reviewed by GADNR Staff and approved by the Chairman of the Board of Trustees. Written notice of the project extension shall be immediately provided to the chairperson of the appropriations subcommittees of the House and Senate maintaining oversight of GADNR and GEFA. Extension requests shall be made at least 90-days prior to the project's completion date. If the extension request is granted, the grantee must sign an Amended Project Agreement.

Change of Scope. Grantees may request to change the scope of the original project. All formal requests will be approved by the Board of Trustees. Change of Scope requests must be made prior to the project's completion date. If the Change of Scope request is granted, the grantee must sign an Amended Project Agreement.

Project Completion Audit. A percentage equivalent to the grantee's match, as identified in the application and grant agreement, will be held in retainage by GADNR. Upon completion of the project, the grantee shall submit a final reimbursement request and identify it as such. Upon receipt of this request, GADNR shall conduct a final project completion audit.

This audit shall include, but may not be limited to:

- Audit of all paperwork submitted by the grantee for accuracy and completion
- Audit of all expenditures against the total project budget
- Audit of all previous reimbursements and requests
- Verification of a total match submitted by the grantee
- Final site inspection conducted by GADNR Staff

Once GADNR deems that all requirements of the project agreement have been satisfied, retainage will be dispersed to the grantee per the project agreement and final total expenditures. If total expenditures are less than anticipated, GADNR will adjust the payable retainage amount accordingly. In any instance where an overpayment of either reimbursement or retainage is realized, the grantee is required to refund an amount back to GEFA equivalent to the overage.

(12) Criteria. Specific criteria will be used to review applications. The criteria are designed to measure the overall concept of the proposed project. Because not all criteria are equally important, the criteria are weighted.

Administrative Criteria – Evaluation criteria in this section are required by all applicants.

- Matching Funds: Can the applicant provide matching funds greater than 25 percent?
- Project Need: Does this project satisfy priority needs as identified in a formalized planning document?
- Pre-Project Planning: Has the pre-project planning occurred and is the project ready to proceed?
- Leveraging Funds: Will these funds be used as leverage when applying for an external grant?

- **Recreational Opportunity:** Will this project provide nature-based recreational opportunities?
- **Water Quality and Quantity Protection- Location:** Is this project located in an area identified as high-priority by the Environmental Protection Division?
- **Water Quality and Quantity Protection – Best Management Practices:** Will this project protect or restore lands that will improve the quality and quantity of surface water, groundwater, or the flow of springs using best management practices?
- **Historical and Cultural Value:** Does this project include the acquisition or development of land with cultural or historical value?
- **Ecological Value:** Does this project include the acquisition or development of land with a significant ecological value?
- **Maintenance and Management Plan:** Can the applicant provide a plan or budget to maintain and manage this property after the project is complete?

Additional Criteria for Local Parks and Trails of Regional Significance – Evaluation criteria in this section are only required for applicants seeking a grant under the Local Parks and Trails for Regional Significance Category.

- **Project Completion:** Will this project be completed within a two-year timeline?
- **Americans with Disabilities (ADA):** Project must adhere to all required ADA guidelines.
- **Project Impact:** Is this project regionally significant?
- **Economic Development:** Will this project create opportunities to expand or enhance the local economy?

- **Recreational Connectivity:** Will this project provide access or connections to other outdoor recreation facilities?
- **Stewardship:** Will this project promote the stewardship of natural resources?
- **Water Access:** Will this project improve or expand water access?
- **Outdoor Recreation Demand:** Will this project fill a void for a specific nature-based recreation opportunity in the area?
- **Interagency Cooperation:** Was this project developed by two or more governmental entities or in conjunction with a nongovernmental entity?
- **Partnerships:** Will this project receive support from sponsors?
- **Public Support:** Can the applicant provide documented public support for the project?
- **Security:** Can the applicant provide a security plan to keep this area protected and secured following the completion of the project?
- **State Goals:** Does this project overlap with the goals and plans included in Georgia's current State Wildlife Action Plan (SWAP) or State Comprehensive Outdoor Recreation Plan (SCORP)?

Additional Criteria for State Stewardship – Evaluation criteria in this section are only required for applicants seeking a grant under the State Stewardship Category.

- **Project Completion:** Will this project be completed within a two-year timeline?
- **Stewardship:** Will this project significantly improve access, use or safety on an existing state-owned property?

Additional Criteria for State Acquisition – Evaluation criteria in this section are only required for applicants seeking a grant under the State Acquisition Category.

- U.S. Military Protection: Will the acquisition of this property help to protect lands, water and habitat as to ensure the sustainability of U.S. Military missions?

(13) Program Oversight. Following the close of each state fiscal year, GADNR shall submit an annual report of its activities and program administration expenditures for the preceding year, pursuant to this chapter, to the Governor, the Lieutenant Governor, the Speaker of the House, the chairperson of the Ways and Means Committee of the House of Representatives, the chairperson of the Senate Finance Committee, the chairpersons of the Appropriations Committee of the House of Representatives and the Appropriations Committee of the Senate, and the chairpersons of the Natural Resources and Environment Committee of the House of Representatives and the Natural Resources and the Environment Committee of the Senate, and make such report available to the General Assembly.

(14) Program Information. Complete information on the, Georgia Outdoor Stewardship Program including links to guidelines and complete application instructions, guidance, and required forms are available at: <https://gadnr.org/grants>

Authority *O.C.G.A. 12-6A-11*

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
100-0000-31.13100	MOTOR VEHICLE TAX	30,000.00	957.41	581.86	29,042.59	3.19
100-0000-31.13150	TITLE AD VALOREM TAX	1,000,000.00	91,156.75	91,156.75	908,843.25	9.12
100-0000-31.13400	INTANGIBLE TAXES	1,500.00	527.11	180.34	972.89	35.14
100-0000-31.16000	REAL ESTATE TRANSFER TAXES	600.00	214.54	80.34	385.46	35.76
100-0000-31.17000	FRANCHISE FEES	4,500,000.00	8,490.03	8,490.03	4,491,509.97	0.19
100-0000-31.42000	ALCOHOLIC BEVERAGE EXCISE TAX	493,000.00	53,298.62	53,298.62	439,701.38	10.81
100-0000-31.43000	LOCAL OPTION MIXED DRINK	129,000.00	17,726.46	18,243.79	111,273.54	13.74
100-0000-31.61000	BUSINESS & OCCUPATION TAXES	3,950,000.00	192,752.01	31,208.91	3,757,247.99	4.88
100-0000-31.62000	INSURANCE PREMIUM TAX	2,853,500.00	0.00	0.00	2,853,500.00	0.00
100-0000-31.63000	FINANCIAL INSTITUTIONS TAXES	125,000.00	0.00	0.00	125,000.00	0.00
100-0000-31.90000	PENALTIES AND INTEREST	21,000.00	18,210.94	1,917.04	2,789.06	86.72
100-0000-32.11000	ALCOHOLIC BEVERAGES	350,000.00	0.00	0.00	350,000.00	0.00
100-0000-32.12200	INSURANCE LICENSE	40,000.00	6,600.00	300.00	33,400.00	16.50
100-0000-34.11900	OTHER FEES	1,000.00	0.00	0.00	1,000.00	0.00
100-0000-34.93000	BAD CHECK FEES	0.00	40.00	40.00	(40.00)	100.00
100-0000-36.10000	INTEREST	23,000.00	25,163.79	14,552.80	(2,163.79)	109.41
100-0000-37.10000	CONTRIBUTIONS / DONATIONS	100,000.00	0.00	0.00	100,000.00	0.00
100-0000-38.90000	MISCELLANEOUS REVENUE	0.00	6,932.41	6,932.41	(6,932.41)	100.00
Total Dept 0000 - NON DEPARTMENTAL		13,617,600.00	422,070.07	226,982.89	13,195,529.93	3.10
Department: 2650 MUNICIPAL COURT						
100-2650-35.10000	MUNICIPAL COURT	500,000.00	105,305.58	48,676.04	394,694.42	21.06
Total Dept 2650 - MUNICIPAL COURT		500,000.00	105,305.58	48,676.04	394,694.42	21.06
Department: 6210 PARKS & RECREATION						
100-6210-31.91100	PENALTIES & INTEREST ON DELINQUENT	6,000.00	137.28	89.36	5,862.72	2.29
100-6210-33.70000	MILLAGE FROM DEKALB	2,050,000.00	5,063.96	4,456.38	2,044,936.04	0.25
100-6210-34.72001	CITY POOLS	58,500.00	18,077.00	4,346.00	40,423.00	30.90
100-6210-34.75000	PROGRAM FEES -- SUMMER CAMP	115,000.00	22,642.50	0.00	92,357.50	19.69
100-6210-34.75002	PROGRAM FEES - LEAGUES & TOURNAME	68,000.00	14,455.00	6,910.00	53,545.00	21.26
100-6210-34.75003	PROGRAM FEES -- OTHER	11,000.00	3,948.00	0.00	7,052.00	35.89
100-6210-34.75004	GYM MEMBERSHIPS	10,000.00	527.00	470.00	9,473.00	5.27
100-6210-34.75005	VENDING	2,900.00	0.00	0.00	2,900.00	0.00
100-6210-38.10000	RENTS & ROYALTIES	45,000.00	1,630.31	537.82	43,369.69	3.62
100-6210-38.10001	RENTS - FILM INDUSTRY	0.00	16,500.00	15,326.09	(16,500.00)	100.00
100-6210-38.90000	MISCELLANEOUS REVENUE	0.00	13.00	0.00	(13.00)	100.00
Total Dept 6210 - PARKS & RECREATION		2,366,400.00	82,994.05	32,135.65	2,283,405.95	3.51
Department: 7210 COMMUNITY DEVELOPMENT						
100-7210-32.22000	BUILDING PERMITS	550,000.00	178,259.06	90,995.23	371,740.94	32.41
100-7210-32.22100	DEVELOPMENT PERMITS	35,000.00	4,668.00	590.00	30,332.00	13.34
Total Dept 7210 - COMMUNITY DEVELOPMENT		585,000.00	182,927.06	91,585.23	402,072.94	31.27
Department: 9000 INTERFUND						
100-9000-39.12000	TRANSFER FROM HOTEL	495,000.00	0.00	0.00	495,000.00	0.00
100-9000-39.12200	TRANSFER FROM RENTAL CAR	36,000.00	0.00	0.00	36,000.00	0.00
Total Dept 9000 - INTERFUND		531,000.00	0.00	0.00	531,000.00	0.00
Revenues		17,600,000.00	793,296.76	399,379.81	16,806,703.24	4.51

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1110 CITY COUNCIL						
100-1110-51.11000	REGULAR SALARIES	104,000.00	12,285.79	8,000.12	91,714.21	11.81
100-1110-51.22000	FICA TAXES	4,100.00	485.79	316.31	3,614.21	11.85
100-1110-51.24000	EMPLOYER 401A 10% CONTRIBUTION	6,500.00	732.42	476.94	5,767.58	11.27
100-1110-52.31000	GENERAL LIABILITY INSURANCE	6,000.00	17,731.00	0.00	(11,731.00)	295.52
100-1110-52.32000	CELL PHONES	7,200.00	396.44	396.44	6,803.56	5.51
100-1110-52.35000	TRAVEL EXPENSE	10,000.00	1,186.99	0.00	8,813.01	11.87
100-1110-52.37000	EDUCATION & TRAINING	10,000.00	0.00	0.00	10,000.00	0.00
100-1110-53.10000	OPERATING SUPPLIES - MAYOR	5,000.00	0.00	0.00	5,000.00	0.00
100-1110-53.10001	OPERATING SUPPLIES - DIST 1 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10002	OPERATING SUPPLIES - DIST 1 POST 2	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10003	OPERATING SUPPLIES - DIST 2 POST 1	3,000.00	193.78	0.00	2,806.22	6.46
100-1110-53.10004	OPERATING SUPPLIES - DIST 2 POST 2	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10005	OPERATING SUPPLIES - DIST 3 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10006	OPERATING SUPPLIES - DIST 3 POST 2	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.17100	UNIFORMS	500.00	0.00	0.00	500.00	0.00
Total Dept 1110 - CITY COUNCIL		171,300.00	33,012.21	9,189.81	138,287.79	19.27
Department: 1320 CITY MANAGER						
100-1320-51.11000	REGULAR SALARIES	332,904.00	39,245.02	25,815.84	293,658.98	11.79
100-1320-51.12000	TEMPORARY SALARIES - CONTINGENCY	5,760.00	0.00	0.00	5,760.00	0.00
100-1320-51.21000	GROUP HEALTH INSURANCE	33,290.00	5,587.06	3,670.30	27,702.94	16.78
100-1320-51.21001	DENTAL INSURANCE	2,531.00	0.00	0.00	2,531.00	0.00
100-1320-51.21002	VISION INSURANCE	815.00	0.00	0.00	815.00	0.00
100-1320-51.21003	LIFE INSURANCE	2,540.00	92.34	60.00	2,447.66	3.64
100-1320-51.21004	LONG TERM DISABILITY INSURANCE	3,900.00	889.77	296.59	3,010.23	22.81
100-1320-51.21005	SHORT TERM DISABILITY INSURANCE	450.00	55.02	36.00	394.98	12.23
100-1320-51.22000	FICA TAXES	5,770.00	569.06	374.33	5,200.94	9.86
100-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	37,150.00	3,924.50	2,581.58	33,225.50	10.56
100-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	14,860.00	1,569.80	1,032.64	13,290.20	10.56
100-1320-51.27000	WORKERS COMP	1,500.00	498.83	0.00	1,001.17	33.26
100-1320-52.12000	PROFESSIONAL SERVICES	46,000.00	420.00	0.00	45,580.00	0.91
100-1320-52.32000	CELL PHONES	1,620.00	42.63	42.63	1,577.37	2.63
100-1320-52.35000	TRAVEL EXPENSE	4,000.00	1,255.14	300.69	2,744.86	31.38
100-1320-52.36000	DUES & FEES	5,000.00	0.00	0.00	5,000.00	0.00
100-1320-52.37000	EDUCATION & TRAINING	6,000.00	0.00	0.00	6,000.00	0.00
100-1320-53.10000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
100-1320-53.17100	UNIFORMS	300.00	0.00	0.00	300.00	0.00
100-1320-53.17500	HOSPITALITY SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 1320 - CITY MANAGER		507,390.00	54,149.17	34,210.60	453,240.83	10.67
Department: 1330 CITY CLERK						
100-1330-51.11000	REGULAR SALARIES	150,000.00	17,940.88	11,681.94	132,059.12	11.96
100-1330-51.21000	GROUP HEALTH INSURANCE	26,000.00	3,320.77	2,162.38	22,679.23	12.77
100-1330-51.21001	DENTAL INSURANCE	300.00	0.00	0.00	300.00	0.00
100-1330-51.21002	VISION INSURANCE	110.00	0.00	0.00	110.00	0.00
100-1330-51.21003	LIFE INSURANCE	460.00	58.36	38.00	401.64	12.69
100-1330-51.21004	LONG TERM DISABILITY INSURANCE	3,500.00	726.69	242.23	2,773.31	20.76
100-1330-51.21005	SHORT TERM DISABILITY INSURANCE	432.00	55.27	36.00	376.73	12.79
100-1330-51.22000	FICA TAXES	2,200.00	260.15	169.38	1,939.85	11.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1330 CITY CLERK						
100-1330-51.24000	EMPLOYER 401A 10% CONTRIBUTION	15,000.00	1,794.09	1,168.20	13,205.91	11.96
100-1330-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,001.00	717.63	467.28	5,283.37	11.96
100-1330-51.27000	WORKERS COMP	400.00	167.58	0.00	232.42	41.90
100-1330-52.11000	ELECTION SERVICES	25,000.00	0.00	0.00	25,000.00	0.00
100-1330-52.32000	CELL PHONES	1,200.00	83.06	83.06	1,116.94	6.92
100-1330-52.33000	ADVERTISING	5,000.00	607.50	0.00	4,392.50	12.15
100-1330-52.35000	TRAVEL EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
100-1330-52.36000	DUES & FEES	1,000.00	55.62	30.00	944.38	5.56
100-1330-52.37000	EDUCATION & TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
100-1330-53.10000	OPERATING SUPPLIES	1,000.00	33.19	0.00	966.81	3.32
100-1330-53.13000	FOOD SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
100-1330-53.17100	UNIFORMS	200.00	0.00	0.00	200.00	0.00
100-1330-54.24000	COMPUTER/SOFTWARE	35,000.00	7,788.49	0.00	27,211.51	22.25
Total Dept 1330 - CITY CLERK		280,303.00	33,609.28	16,078.47	246,693.72	11.99
Department: 1500 FACILITIES & BUILDINGS						
100-1500-52.21300	JANITORIAL	4,600.00	380.00	380.00	4,220.00	8.26
100-1500-52.22000	REPAIRS & MAINTENANCE	20,000.00	2,887.20	2,887.20	17,112.80	14.44
100-1500-52.23100	BUILDING & OFFICE LEASES	415,360.00	105,982.90	36,088.58	309,377.10	25.52
100-1500-52.30100	REAL ESTATE RENTS/LEASES	600.00	0.00	0.00	600.00	0.00
100-1500-52.32100	INTERNET	28,000.00	2,107.35	2,107.35	25,892.65	7.53
100-1500-52.39000	OTHER PURCHASED SERVICES	8,000.00	1,173.70	1,173.70	6,826.30	14.67
100-1500-53.12100	WATER/SEWER	1,000.00	0.00	0.00	1,000.00	0.00
100-1500-53.12300	ELECTRICITY	15,000.00	1,925.94	1,925.94	13,074.06	12.84
100-1500-54.25000	OTHER OFFICE EQUIPMENT	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 1500 - FACILITIES & BUILDINGS		512,560.00	114,457.09	44,562.77	398,102.91	22.33
Department: 1510 FINANCE ADMINISTRATION						
100-1510-51.11000	REGULAR SALARIES	311,243.00	35,875.02	23,542.72	275,367.98	11.53
100-1510-51.21000	GROUP HEALTH INSURANCE	85,110.00	11,330.23	7,681.14	73,779.77	13.31
100-1510-51.21001	DENTAL INSURANCE	3,000.00	(76.00)	0.00	3,076.00	(2.53)
100-1510-51.21002	VISION INSURANCE	450.00	(18.14)	0.00	468.14	(4.03)
100-1510-51.21003	LIFE INSURANCE	950.00	31.73	76.00	918.27	3.34
100-1510-51.21004	LONG TERM DISABILITY INSURANCE	5,000.00	1,231.14	410.38	3,768.86	24.62
100-1510-51.21005	SHORT TERM DISABILITY INSURANCE	900.00	92.56	72.00	807.44	10.28
100-1510-51.22000	FICA TAXES	4,513.00	520.17	341.36	3,992.83	11.53
100-1510-51.24000	EMPLOYER 401A 10% CONTRIBUTION	31,124.00	3,587.53	2,354.28	27,536.47	11.53
100-1510-51.24001	457 (B) 4% MATCHING CONTRIBUTION	12,500.00	1,435.00	941.71	11,065.00	11.48
100-1510-51.27000	WORKERS COMP	1,000.00	347.68	0.00	652.32	34.77
100-1510-52.11000	AUDIT SERVICES	38,000.00	4,000.00	4,000.00	34,000.00	10.53
100-1510-52.12000	PROFESSIONAL SERVICES	30,000.00	26,000.00	26,000.00	4,000.00	86.67
100-1510-52.32000	CELL PHONES	1,200.00	60.79	60.79	1,139.21	5.07
100-1510-52.35000	TRAVEL EXPENSE	3,000.00	0.00	0.00	3,000.00	0.00
100-1510-52.36000	DUES & FEES	2,000.00	350.00	0.00	1,650.00	17.50
100-1510-52.37000	EDUCATION & TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
100-1510-53.10000	OPERATING SUPPLIES	2,500.00	936.57	0.00	1,563.43	37.46
100-1510-53.13000	FOOD SUPPLIES	200.00	0.00	0.00	200.00	0.00
100-1510-53.17100	UNIFORMS	400.00	200.50	0.00	199.50	50.13

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1510 FINANCE ADMINISTRATION						
Total Dept 1510 - FINANCE ADMINISTRATION		536,090.00	85,904.78	65,480.38	450,185.22	16.02
Department: 1513 OPERATING CONTINGENCIES						
100-1513-57.90000	CONTINGENCIES	250,000.00	0.00	0.00	250,000.00	0.00
Total Dept 1513 - OPERATING CONTINGENCIES		250,000.00	0.00	0.00	250,000.00	0.00
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-52.12000	PROFESSIONAL SERVICES	40,000.00	21,657.50	16,632.50	18,342.50	54.14
100-1530-52.12200	ATTORNEY FEES / CITY ATTORNEY	204,000.00	53,600.00	16,800.00	150,400.00	26.27
100-1530-52.13000	OTHER SERVICES / TECHNICAL	240,000.00	5,000.00	0.00	235,000.00	2.08
100-1530-52.13100	CONTRACTUAL SERVICES	65,000.00	347.40	347.40	64,652.60	0.53
100-1530-52.32000	CELL PHONES	600.00	(25.97)	(25.97)	625.97	(4.33)
100-1530-52.36000	DUES & FEES	1,000.00	24.95	0.00	975.05	2.50
100-1530-52.37000	EDUCATION & TRAINING	1,000.00	500.00	0.00	500.00	50.00
100-1530-53.10000	OPERATING SUPPLIES	100.00	0.00	0.00	100.00	0.00
100-1530-53.13000	FOOD SUPPLIES	400.00	40.00	0.00	360.00	10.00
Total Dept 1530 - LEGAL SERVICES DEPARTMENT		552,100.00	81,143.88	33,753.93	470,956.12	14.70
Department: 1535 IT/GIS						
100-1535-52.12300	CONTRACTUAL SVCS INTERDEV	462,800.00	37,998.18	0.00	424,801.82	8.21
100-1535-54.24000	COMPUTER/SOFTWARE	326,495.00	68,453.34	39,286.10	258,041.66	20.97
Total Dept 1535 - IT/GIS		789,295.00	106,451.52	39,286.10	682,843.48	13.49
Department: 1540 HUMAN RESOURCES						
100-1540-51.11000	REGULAR SALARIES	49,920.00	0.00	0.00	49,920.00	0.00
100-1540-51.21000	GROUP HEALTH INSURANCE	29,294.00	0.00	0.00	29,294.00	0.00
100-1540-51.21001	DENTAL INSURANCE	912.00	0.00	0.00	912.00	0.00
100-1540-51.21002	VISION INSURANCE	325.00	0.00	0.00	325.00	0.00
100-1540-51.21003	LIFE INSURANCE	228.00	0.00	0.00	228.00	0.00
100-1540-51.21004	LONG TERM DISABILITY INSURANCE	800.00	0.00	0.00	800.00	0.00
100-1540-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	0.00	0.00	216.00	0.00
100-1540-51.22000	FICA TAXES	724.00	0.00	0.00	724.00	0.00
100-1540-51.24000	EMPLOYER 401A 10% CONTRIBUTION	4,992.00	0.00	0.00	4,992.00	0.00
100-1540-51.24001	457 (B) 4% MATCHING CONTRIBUTION	1,997.00	0.00	0.00	1,997.00	0.00
100-1540-52.12000	PROFESSIONAL SERVICES	30,000.00	0.00	0.00	30,000.00	0.00
100-1540-52.36000	DUES & FEES	5,000.00	0.00	0.00	5,000.00	0.00
100-1540-53.10000	OPERATING SUPPLIES	3,000.00	451.00	451.00	2,549.00	15.03
Total Dept 1540 - HUMAN RESOURCES		127,408.00	451.00	451.00	126,957.00	0.35
Department: 1570 COMMUNICATIONS						
100-1570-52.12100	CONTRACTUAL SVCS CH2M	646,009.00	107,676.04	53,838.02	538,332.96	16.67
100-1570-52.32000	CELL PHONES	2,400.00	127.89	127.89	2,272.11	5.33
100-1570-52.32050	POSTAGE	25,534.00	2,912.89	530.89	22,621.11	11.41
100-1570-52.34000	PRINTING	61,090.00	2,232.28	1,713.00	58,857.72	3.65
100-1570-52.34005	PRINTING AND BINDING COMMUNITY PRO	25,000.00	0.00	0.00	25,000.00	0.00
100-1570-52.36000	DUES & FEES	120.00	0.00	0.00	120.00	0.00
100-1570-53.10000	OPERATING SUPPLIES	20,000.00	0.00	0.00	20,000.00	0.00
100-1570-53.17500	HOSPITALITY SUPPLIES	24,000.00	0.00	0.00	24,000.00	0.00
100-1570-54.24000	COMPUTER/SOFTWARE	32,930.00	2,444.70	0.00	30,485.30	7.42
Total Dept 1570 - COMMUNICATIONS		837,083.00	115,393.80	56,209.80	721,689.20	13.79

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GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1595 GENERAL OPERATIONS						
100-1595-52.12000	PROFESSIONAL SERVICES	28,000.00	13,028.52	76.77	14,971.48	46.53
100-1595-52.13000	OTHER SERVICES / TECHNICAL	4,000.00	720.00	0.00	3,280.00	18.00
100-1595-52.21400	LANDSCAPING	3,000.00	250.00	250.00	2,750.00	8.33
100-1595-52.31000	GENERAL LIABILITY INSURANCE	67,000.00	30,349.00	0.00	36,651.00	45.30
100-1595-52.32010	PHONES	32,500.00	6,553.49	3,273.75	25,946.51	20.16
100-1595-52.32050	POSTAGE	20,000.00	0.00	0.00	20,000.00	0.00
100-1595-52.34000	PRINTING	16,000.00	702.04	702.04	15,297.96	4.39
100-1595-52.36000	DUES & FEES	25,000.00	6,789.45	1,093.96	18,210.55	27.16
100-1595-52.36100	SERVICE FEES - CREDIT CARD	41,000.00	7,339.05	902.46	33,660.95	17.90
100-1595-52.36101	SERVICE FEES - BANKING	500.00	0.00	0.00	500.00	0.00
100-1595-53.10000	OPERATING SUPPLIES	30,000.00	1,338.16	349.28	28,661.84	4.46
100-1595-53.11000	OFFICE SUPPLIES	15,000.00	1,338.05	520.27	13,661.95	8.92
100-1595-53.13000	FOOD SUPPLIES	14,000.00	1,307.06	372.00	12,692.94	9.34
100-1595-54.25000	OTHER OFFICE EQUIPMENT	19,000.00	3,699.95	1,557.30	15,300.05	19.47
Total Dept 1595 - GENERAL OPERATIONS		315,000.00	73,414.77	9,097.83	241,585.23	23.31
Department: 2650 MUNICIPAL COURT						
100-2650-51.11000	REGULAR SALARIES	172,667.00	17,064.64	10,682.50	155,602.36	9.88
100-2650-51.21000	GROUP HEALTH INSURANCE	36,500.00	3,048.61	1,490.88	33,451.39	8.35
100-2650-51.21001	DENTAL INSURANCE	850.00	0.00	0.00	850.00	0.00
100-2650-51.21002	VISION INSURANCE	350.00	0.00	0.00	350.00	0.00
100-2650-51.21003	LIFE INSURANCE	685.00	68.54	38.00	616.46	10.01
100-2650-51.21004	LONG TERM DISABILITY INSURANCE	1,600.00	323.76	95.21	1,276.24	20.24
100-2650-51.21005	SHORT TERM DISABILITY INSURANCE	650.00	64.91	36.00	585.09	9.99
100-2650-51.22000	FICA TAXES	2,503.00	247.45	154.90	2,255.55	9.89
100-2650-51.24000	EMPLOYER 401A 10% CONTRIBUTION	17,300.00	1,706.47	1,068.25	15,593.53	9.86
100-2650-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,950.00	682.59	427.30	6,267.41	9.82
100-2650-51.27000	WORKERS COMP	400.00	192.86	0.00	207.14	48.22
100-2650-52.12000	PROFESSIONAL SERVICES	160,000.00	10,707.60	8,545.60	149,292.40	6.69
100-2650-52.32000	CELL PHONES	600.00	80.86	80.86	519.14	13.48
100-2650-52.35000	TRAVEL EXPENSE	4,600.00	1,033.15	1,033.15	3,566.85	22.46
100-2650-52.36000	DUES & FEES	1,000.00	0.00	0.00	1,000.00	0.00
100-2650-52.37000	EDUCATION & TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
100-2650-53.10000	OPERATING SUPPLIES	10,000.00	657.13	0.00	9,342.87	6.57
100-2650-53.13000	FOOD SUPPLIES	7,800.00	665.48	0.00	7,134.52	8.53
100-2650-53.17100	UNIFORMS	1,000.00	0.00	0.00	1,000.00	0.00
100-2650-54.24000	COMPUTER/SOFTWARE	15,000.00	1,213.36	6.68	13,786.64	8.09
Total Dept 2650 - MUNICIPAL COURT		442,455.00	37,757.41	23,659.33	404,697.59	8.53
Department: 4100 CITY ENGINEER						
100-4100-52.12100	CONTRACTUAL SVCS CH2M	637,031.00	106,179.62	53,089.81	530,851.38	16.67
100-4100-52.22000	REPAIRS & MAINTENANCE	10,000.00	0.00	0.00	10,000.00	0.00
100-4100-52.32000	CELL PHONES	1,200.00	107.50	107.50	1,092.50	8.96
100-4100-52.33000	ADVERTISING	500.00	0.00	0.00	500.00	0.00
Total Dept 4100 - CITY ENGINEER		648,731.00	106,287.12	53,197.31	542,443.88	16.38
Department: 4220 ROADWAYS AND WALKWAYS						
100-4220-52.39050	RIGHT OF WAY MOWING	300,000.00	0.00	0.00	300,000.00	0.00
100-4220-52.39100	SIDEWALK MAINTENANCE	200,000.00	0.00	0.00	200,000.00	0.00

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GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 4220 ROADWAYS AND WALKWAYS						
Total Dept 4220 - ROADWAYS AND WALKWAYS		500,000.00	0.00	0.00	500,000.00	0.00
Department: 6210 PARKS & RECREATION						
100-6210-51.11000	REGULAR SALARIES	718,500.00	75,051.99	50,054.31	643,448.01	10.45
100-6210-51.12000	TEMPORARY SALARIES	228,000.00	55,021.10	28,303.77	172,978.90	24.13
100-6210-51.13000	OVERTIME SALARIES	0.00	2.92	0.00	(2.92)	100.00
100-6210-51.21000	GROUP HEALTH INSURANCE	178,175.00	12,316.19	8,279.96	165,858.81	6.91
100-6210-51.21001	DENTAL INSURANCE	6,136.00	0.00	0.00	6,136.00	0.00
100-6210-51.21002	VISION INSURANCE	1,525.00	0.00	0.00	1,525.00	0.00
100-6210-51.21003	LIFE INSURANCE	2,055.00	213.07	152.00	1,841.93	10.37
100-6210-51.21004	LONG TERM DISABILITY INSURANCE	7,500.00	1,550.37	516.79	5,949.63	20.67
100-6210-51.21005	SHORT TERM DISABILITY INSURANCE	1,600.00	201.85	144.00	1,398.15	12.62
100-6210-51.22000	FICA TAXES	36,670.00	5,971.22	3,293.70	30,698.78	16.28
100-6210-51.24000	EMPLOYER 401A 10% CONTRIBUTION	55,180.00	6,413.63	4,350.93	48,766.37	11.62
100-6210-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,500.00	1,796.14	1,179.67	15,703.86	10.26
100-6210-51.27000	WORKERS COMP	12,000.00	4,761.92	0.00	7,238.08	39.68
100-6210-52.13000	OTHER SERVICES / TECHNICAL	1,000.00	0.00	0.00	1,000.00	0.00
100-6210-52.13100	CONTRACTUAL SERVICES	7,000.00	1,328.75	1,328.75	5,671.25	18.98
100-6210-52.21100	SANITATION	15,000.00	0.00	0.00	15,000.00	0.00
100-6210-52.21300	JANITORIAL	10,800.00	850.00	850.00	9,950.00	7.87
100-6210-52.22000	REPAIRS & MAINTENANCE	70,000.00	11,939.45	10,393.38	58,060.55	17.06
100-6210-52.22001	REPAIRS & MAINTENANCE - VEH	11,000.00	941.21	319.21	10,058.79	8.56
100-6210-52.23100	BUILDING & OFFICE LEASES	1,500.00	0.00	0.00	1,500.00	0.00
100-6210-52.31000	GENERAL LIABILITY INSURANCE	18,750.00	21,064.00	0.00	(2,314.00)	112.34
100-6210-52.32000	CELL PHONES	4,992.00	496.02	496.02	4,495.98	9.94
100-6210-52.32100	INTERNET	35,000.00	2,662.35	2,662.35	32,337.65	7.61
100-6210-52.33000	ADVERTISING	5,500.00	263.94	263.94	5,236.06	4.80
100-6210-52.34000	PRINTING	12,500.00	0.00	0.00	12,500.00	0.00
100-6210-52.35000	TRAVEL EXPENSE	6,000.00	2,637.04	0.00	3,362.96	43.95
100-6210-52.36000	DUES & FEES	4,550.00	10,941.65	10,941.65	(6,391.65)	240.48
100-6210-52.37000	EDUCATION & TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
100-6210-53.10000	OPERATING SUPPLIES	25,000.00	7,068.61	989.81	17,931.39	28.27
100-6210-53.10010	OPERATING SUPPLIES - PROGRAMS	52,500.00	0.00	0.00	52,500.00	0.00
100-6210-53.10020	OPERATING SUPPLIES - ATHLETICS	26,000.00	1,347.00	0.00	24,653.00	5.18
100-6210-53.11000	OFFICE SUPPLIES	9,000.00	886.91	473.97	8,113.09	9.85
100-6210-53.12100	WATER/SEWER	3,500.00	419.17	419.17	3,080.83	11.98
100-6210-53.12200	NATURAL GAS	19,000.00	1,957.60	1,957.60	17,042.40	10.30
100-6210-53.12300	ELECTRICITY	55,000.00	6,717.55	6,672.51	48,282.45	12.21
100-6210-53.12700	GASOLINE/DIESEL	0.00	1,509.65	0.00	(1,509.65)	100.00
100-6210-53.13000	FOOD SUPPLIES	0.00	1,976.09	0.00	(1,976.09)	100.00
100-6210-53.23000	FURNITURE AND FIXTURES	7,500.00	0.00	0.00	7,500.00	0.00
100-6210-54.24000	COMPUTER/SOFTWARE	0.00	5,300.00	0.00	(5,300.00)	100.00
Total Dept 6210 - PARKS & RECREATION		1,667,933.00	243,607.39	134,043.49	1,424,325.61	14.61
Department: 6211 PARKS						
100-6211-52.12000	PROFESSIONAL SERVICES	25,000.00	0.00	0.00	25,000.00	0.00
100-6211-52.13000	OTHER SERVICES / TECHNICAL	6,000.00	1,166.50	666.50	4,833.50	19.44
100-6211-52.13100	CONTRACTUAL SERVICES	23,200.00	0.00	0.00	23,200.00	0.00
100-6211-52.21100	SANITATION	24,000.00	1,468.00	1,468.00	22,532.00	6.12

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GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6211 PARKS						
100-6211-52.21400	LANDSCAPING	795,145.00	76,317.31	74,022.31	718,827.69	9.60
100-6211-52.22000	REPAIRS & MAINTENANCE	240,000.00	52,666.66	44,373.81	187,333.34	21.94
100-6211-52.23100	BUILDING & OFFICE LEASES	60,000.00	0.00	0.00	60,000.00	0.00
100-6211-52.31000	GENERAL LIABILITY INSURANCE	1,100.00	1,069.00	0.00	31.00	97.18
100-6211-52.39000-PR2113	OTHER PURCHASED SERVICES	0.00	110.70	110.70	(110.70)	100.00
100-6211-53.10000	OPERATING SUPPLIES	60,500.00	1,664.79	0.00	58,835.21	2.75
100-6211-53.12100	WATER/SEWER	0.00	486.00	486.00	(486.00)	100.00
100-6211-53.12300	ELECTRICITY	55,000.00	11,631.02	11,137.68	43,368.98	21.15
Total Dept 6211 - PARKS		1,289,945.00	146,579.98	132,265.00	1,143,365.02	11.36
Department: 6212 POOLS						
100-6212-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	0.00	0.00	2,500.00	0.00
100-6212-52.13100	CONTRACTUAL SERVICES	55,700.00	7,054.50	0.00	48,645.50	12.67
100-6212-52.22000	REPAIRS & MAINTENANCE	35,000.00	4,597.04	1,459.04	30,402.96	13.13
100-6212-52.31000	GENERAL LIABILITY INSURANCE	2,200.00	2,137.00	0.00	63.00	97.14
100-6212-53.10000	OPERATING SUPPLIES	35,000.00	3,968.93	121.10	31,031.07	11.34
100-6212-53.12300	ELECTRICITY	21,000.00	1,143.87	560.38	19,856.13	5.45
100-6212-54.23000	FURNITURE AND FIXTURES	2,500.00	3,992.00	0.00	(1,492.00)	159.68
Total Dept 6212 - POOLS		153,900.00	22,893.34	2,140.52	131,006.66	14.88
Department: 7210 COMMUNITY DEVELOPMENT						
100-7210-52.12100	CONTRACTUAL SVCS CH2M	812,417.00	135,412.82	67,706.41	677,004.18	16.67
100-7210-52.13000	OTHER SERVICES / TECHNICAL	19,000.00	0.00	0.00	19,000.00	0.00
100-7210-52.32000	CELL PHONES	2,400.00	179.99	179.99	2,220.01	7.50
100-7210-52.36000	DUES & FEES	7,500.00	0.00	0.00	7,500.00	0.00
100-7210-52.37000	EDUCATION & TRAINING	500.00	0.00	0.00	500.00	0.00
100-7210-53.10000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
100-7210-53.17500	HOSPITALITY SUPPLIES	500.00	0.00	0.00	500.00	0.00
Total Dept 7210 - COMMUNITY DEVELOPMENT		842,817.00	135,592.81	67,886.40	707,224.19	16.09
Department: 7400 PLANNING AND ZONING						
100-7400-52.12100	CONTRACTUAL SVCS CH2M	667,166.00	111,202.52	55,601.26	555,963.48	16.67
100-7400-52.13000	OTHER SERVICES / TECHNICAL	63,000.00	0.00	0.00	63,000.00	0.00
100-7400-52.22000	REPAIRS & MAINTENANCE	95,000.00	1,900.00	0.00	93,100.00	2.00
100-7400-52.32000	CELL PHONES	3,820.00	40.48	40.48	3,779.52	1.06
100-7400-52.32050	POSTAGE	525.00	127.57	0.00	397.43	24.30
100-7400-52.33000	ADVERTISING	2,500.00	213.76	30.00	2,286.24	8.55
100-7400-52.36000	DUES & FEES	750.00	28.95	0.00	721.05	3.86
100-7400-52.37000	EDUCATION & TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
100-7400-53.10000	OPERATING SUPPLIES	2,000.00	435.12	261.36	1,564.88	21.76
100-7400-53.17500	HOSPITALITY SUPPLIES	500.00	0.00	0.00	500.00	0.00
Total Dept 7400 - PLANNING AND ZONING		838,261.00	113,948.40	55,933.10	724,312.60	13.59
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.11000	REGULAR SALARIES	81,120.00	9,824.78	6,238.46	71,295.22	12.11
100-7520-51.21000	GROUP HEALTH INSURANCE	9,303.00	1,224.64	745.44	8,078.36	13.16
100-7520-51.21001	DENTAL INSURANCE	912.00	0.00	0.00	912.00	0.00
100-7520-51.21002	VISION INSURANCE	325.00	0.00	0.00	325.00	0.00
100-7520-51.21003	LIFE INSURANCE	230.00	29.86	19.00	200.14	12.98

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.21004	LONG TERM DISABILITY INSURANCE	3,000.00	744.30	248.10	2,255.70	24.81
100-7520-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	28.28	18.00	187.72	13.09
100-7520-51.22000	FICA TAXES	1,200.00	142.46	90.46	1,057.54	11.87
100-7520-51.24000	EMPLOYER 401A 10% CONTRIBUTION	8,112.00	982.49	623.85	7,129.51	12.11
100-7520-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,250.00	392.99	249.54	2,857.01	12.09
100-7520-51.27000	WORKERS COMP	200.00	90.62	0.00	109.38	45.31
100-7520-52.12100	CONTRACTUAL SVCS CH2M	110,801.00	18,468.16	9,234.08	92,332.84	16.67
100-7520-52.13000	OTHER SERVICES / TECHNICAL	90,000.00	0.00	0.00	90,000.00	0.00
100-7520-52.32000	CELL PHONES	0.00	70.86	70.86	(70.86)	100.00
100-7520-52.33000	ADVERTISING	3,000.00	0.00	0.00	3,000.00	0.00
100-7520-52.35000	TRAVEL EXPENSE	500.00	1,383.00	0.00	(883.00)	276.60
100-7520-52.36000	DUES & FEES	435.00	0.00	0.00	435.00	0.00
100-7520-52.37000	EDUCATION & TRAINING	5,686.00	3,354.00	0.00	2,332.00	58.99
100-7520-53.10000	OPERATING SUPPLIES	3,000.00	5.39	0.00	2,994.61	0.18
100-7520-53.17500	HOSPITALITY SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 7520 - ECONOMIC DEVELOPMENT		323,290.00	36,741.83	17,537.79	286,548.17	11.36
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-52.12000	PROFESSIONAL SERVICES	25,000.00	3,465.00	3,465.00	21,535.00	13.86
100-7550-52.13000	OTHER SERVICES / TECHNICAL	26,165.00	0.00	0.00	26,165.00	0.00
100-7550-52.37000	EDUCATION & TRAINING	3,600.00	0.00	0.00	3,600.00	0.00
100-7550-52.39000	OTHER PURCHASED SERVICES	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		74,765.00	3,465.00	3,465.00	71,300.00	4.63
Department: 9000 INTERFUND						
100-9000-61.30000	TRANSFER TO CAPITAL FUND	8,820,500.00	0.00	0.00	8,820,500.00	0.00
Total Dept 9000 - INTERFUND		8,820,500.00	0.00	0.00	8,820,500.00	0.00
Expenditures		20,481,126.00	1,544,860.78	798,448.63	18,936,265.22	7.54
Fund 100 - GENERAL FUND:						
TOTAL REVENUES		17,600,000.00	793,296.76	399,379.81	16,806,703.24	
TOTAL EXPENDITURES		20,481,126.00	1,544,860.78	798,448.63	18,936,265.22	
NET OF REVENUES & EXPENDITURES:		(2,881,126.00)	(751,564.02)	(399,068.82)	(2,129,561.98)	
BEG. FUND BALANCE		11,794,051.29	11,794,051.29			
END FUND BALANCE		8,912,925.29	11,042,487.27			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 206 TREE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
206-0000-37.10000	CONTRIBUTIONS / DONATIONS	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		15,000.00	0.00	0.00	15,000.00	0.00
Revenues		15,000.00	0.00	0.00	15,000.00	0.00
Account Category: Expenditures						
Department: 4100 CITY ENGINEER						
206-4100-54.12000	CAPITAL - SITE IMPROVEMENTS	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 4100 - CITY ENGINEER		20,000.00	0.00	0.00	20,000.00	0.00
Department: 7400 PLANNING AND ZONING						
206-7400-52.22000	REPAIRS & MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 7400 - PLANNING AND ZONING		2,500.00	0.00	0.00	2,500.00	0.00
Expenditures		22,500.00	0.00	0.00	22,500.00	0.00
Fund 206 - TREE FUND:						
TOTAL REVENUES		15,000.00	0.00	0.00	15,000.00	
TOTAL EXPENDITURES		22,500.00	0.00	0.00	22,500.00	
NET OF REVENUES & EXPENDITURES:		(7,500.00)	0.00	0.00	(7,500.00)	
BEG. FUND BALANCE		165,159.90	165,159.90			
END FUND BALANCE		157,659.90	165,159.90			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 230 AMERICAN RESCUE PLAN ACT OF 2021						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
230-0000-33.21000	AMERICAN RESCUE PLAN ACT OF 2021	6,795,608.00	0.00	0.00	6,795,608.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		6,795,608.00	0.00	0.00	6,795,608.00	0.00
Revenues		6,795,608.00	0.00	0.00	6,795,608.00	0.00
Account Category: Expenditures						
Department: 0000 NON DEPARTMENTAL						
230-0000-57.90000	CONTINGENCIES	6,623,212.00	0.00	0.00	6,623,212.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		6,623,212.00	0.00	0.00	6,623,212.00	0.00
Department: 1320 CITY MANAGER						
230-1320-51.11000	REGULAR SALARIES	125,000.00	0.00	0.00	125,000.00	0.00
230-1320-51.21000	GROUP HEALTH INSURANCE	29,240.00	0.00	0.00	29,240.00	0.00
230-1320-51.21002	VISION INSURANCE	212.00	0.00	0.00	212.00	0.00
230-1320-51.21003	LIFE INSURANCE	228.00	0.00	0.00	228.00	0.00
230-1320-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	0.00	0.00	216.00	0.00
230-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	12,500.00	0.00	0.00	12,500.00	0.00
230-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	5,000.00	0.00	0.00	5,000.00	0.00
230-1320-52.39000-CM2203	OTHER PURCHASED SERVICES	0.00	542.81	542.81	(542.81)	100.00
Total Dept 1320 - CITY MANAGER		172,396.00	542.81	542.81	171,853.19	0.31
Expenditures		6,795,608.00	542.81	542.81	6,795,065.19	0.01
Fund 230 - AMERICAN RESCUE PLAN ACT OF 2021:						
TOTAL REVENUES		6,795,608.00	0.00	0.00	6,795,608.00	
TOTAL EXPENDITURES		6,795,608.00	542.81	542.81	6,795,065.19	
NET OF REVENUES & EXPENDITURES:		0.00	(542.81)	(542.81)	542.81	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		0.00	(542.81)			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 275 HOTEL/MOTEL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
275-0000-31.41000	HOTEL/MOTEL EXCISE TAX	1,200,000.00	118,931.25	118,931.24	1,081,068.75	9.91
Total Dept 0000 - NON DEPARTMENTAL		1,200,000.00	118,931.25	118,931.24	1,081,068.75	9.91
Revenues		1,200,000.00	118,931.25	118,931.24	1,081,068.75	9.91
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
275-6210-61.30000	TRANSFER TO CAPITAL FUND	225,000.00	0.00	0.00	225,000.00	0.00
Total Dept 6210 - PARKS & RECREATION		225,000.00	0.00	0.00	225,000.00	0.00
Department: 7540 ECONOMIC DEV						
275-7540-57.20000	DISCOVER DEKALB	480,000.00	0.00	0.00	480,000.00	0.00
275-7540-61.10000	TRANSFER TO GENERAL FUND	495,000.00	0.00	0.00	495,000.00	0.00
Total Dept 7540 - ECONOMIC DEV		975,000.00	0.00	0.00	975,000.00	0.00
Expenditures		1,200,000.00	0.00	0.00	1,200,000.00	0.00
Fund 275 - HOTEL/MOTEL:						
TOTAL REVENUES		1,200,000.00	118,931.25	118,931.24	1,081,068.75	
TOTAL EXPENDITURES		1,200,000.00	0.00	0.00	1,200,000.00	
NET OF REVENUES & EXPENDITURES:		0.00	118,931.25	118,931.24	(118,931.25)	
BEG. FUND BALANCE		148,369.04	148,369.04			
END FUND BALANCE		148,369.04	267,300.29			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	22-23 Amended Budget	YTD Balance 08/31/2022	Activity For 08/31/2022	Available Balance 08/31/2022	% Bdgt Used
Fund: 280 RENTAL MOTOR VEHICLE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
280-0000-31.44000	RENTAL CAR EXCISE TAX	36,000.00	15,720.36	7,395.67	20,279.64	43.67
Total Dept 0000 - NON DEPARTMENTAL		36,000.00	15,720.36	7,395.67	20,279.64	43.67
Revenues		36,000.00	15,720.36	7,395.67	20,279.64	43.67
Account Category: Expenditures						
Department: 7540 ECONOMIC DEV						
280-7540-61.10000	TRANSFER TO GENERAL FUND	36,000.00	0.00	0.00	36,000.00	0.00
Total Dept 7540 - ECONOMIC DEV		36,000.00	0.00	0.00	36,000.00	0.00
Expenditures		36,000.00	0.00	0.00	36,000.00	0.00
Fund 280 - RENTAL MOTOR VEHICLE FUND:						
TOTAL REVENUES		36,000.00	15,720.36	7,395.67	20,279.64	
TOTAL EXPENDITURES		36,000.00	0.00	0.00	36,000.00	
NET OF REVENUES & EXPENDITURES:		0.00	15,720.36	7,395.67	(15,720.36)	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		0.00	15,720.36			
Report Totals:						
TOTAL REVENUES - ALL FUNDS		25,646,608.00	927,948.37	525,706.72	24,718,659.63	
TOTAL EXPENDITURES - ALL FUNDS		28,535,234.00	1,545,403.59	798,991.44	26,989,830.41	
NET OF REVENUES & EXPENDITURES:		(2,888,626.00)	(617,455.22)	(273,284.72)	(2,271,170.78)	

CAPITAL PROJECTS BUDGET AND ACTIVITY YTD FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	Available Balance 06/30/2022	22-23 Original Budget	Activity For 08/31/2022	Encumbrance 08/31/2022
Fund: 300 CAPITAL					
Account Category: Revenues					
Department: 0000 NON DEPARTMENTAL					
300-0000-33.43000	STATE GRANTS CAPITAL PROJECTS	0.41	400,000.00	0.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		0.41	400,000.00	0.00	0.00
Department: 9000 INTERFUND					
300-9000-39.12000	TRANSFER FROM HOTEL	(156,057.91)	225,000.00	0.00	0.00
300-9000-39.30000	TRANSFER FROM GENERAL FUND	6,994,754.00	8,820,500.00	0.00	0.00
Total Dept 9000 - INTERFUND		6,838,696.09	9,045,500.00	0.00	0.00
Revenues		6,838,696.50	9,445,500.00	0.00	0.00
Account Category: Expenditures					
Department: 1320 CITY MANAGER					
300-1320-52.13000-CM2302	OTHER SERVICES / TECHNICAL	0.00	10,000.00	0.00	0.00
300-1320-54.11000-CM2003	LAND PURCHASES FY20	73,252.94	0.00	0.00	0.00
300-1320-54.11000-CM2202	LAND ACQUISITION FY22	150,000.00	0.00	0.00	0.00
300-1320-54.11000-CM2303	CAPITAL - PROPERTY / LAND PURCHASE	0.00	400,000.00	0.00	0.00
300-1320-54.11000-CM2304	CAPITAL - PROPERTY / LAND PURCHASE	0.00	25,000.00	0.00	0.00
300-1320-54.12000-CM2004	SITE IMPROVEMENTS FY20	57,042.61	0.00	0.00	0.00
300-1320-54.13000-CM2305	BUILDINGS & IMPROVEMENTS	0.00	250,000.00	0.00	0.00
Total Dept 1320 - CITY MANAGER		280,295.55	685,000.00	0.00	0.00
Department: 1330 CITY CLERK					
300-1330-54.24000-CC2101	NEW MEETING MGMT SOFTWARE FY21	34,710.00	0.00	0.00	0.00
300-1330-54.24000-CC2201	BS&A HUMAN RESOURCE MODULE FY22	61,400.00	0.00	0.00	0.00
300-1330-54.24000-CC2301	COMPUTER/SOFTWARE	0.00	27,000.00	9,410.75	17,231.23
300-1330-54.24000-CC2302	COMPUTER/SOFTWARE	0.00	13,500.00	8,081.51	2,250.00
Total Dept 1330 - CITY CLERK		96,110.00	40,500.00	17,492.26	19,481.23
Department: 1510 FINANCE ADMINISTRATION					
300-1510-54.24000-FN2101	BS&A PAYROLL MODULE FY21	2,355.00	0.00	0.00	0.00
Total Dept 1510 - FINANCE ADMINISTRATION		2,355.00	0.00	0.00	0.00
Department: 1513 OPERATING CONTINGENCIES					
300-1513-57.90000-OC2001	CONTINGENCIES	874,232.55	0.00	0.00	0.00
Total Dept 1513 - OPERATING CONTINGENCIES		874,232.55	0.00	0.00	0.00
Department: 1535 IT/GIS					
300-1535-54.24000-IT2009	COMPUTER/SOFTWARE	10,000.00	0.00	0.00	0.00
300-1535-54.24000-IT2010	COMPUTER/SOFTWARE	5,450.05	0.00	0.00	0.00
300-1535-54.24000-IT2101	COMPUTER REPLACEMENT	85,140.97	0.00	1,119.75	0.00
Total Dept 1535 - IT/GIS		100,591.02	0.00	1,119.75	0.00
Department: 1570 COMMUNICATIONS					
300-1570-52.12000-CO2201	WEBSITE REDESIGN FY22	10,800.00	0.00	0.00	0.00
Total Dept 1570 - COMMUNICATIONS		10,800.00	0.00	0.00	0.00
Department: 1595 GENERAL OPERATIONS					
300-1595-54.22000-CM2301	VEHICLES	0.00	30,000.00	0.00	0.00
Total Dept 1595 - GENERAL OPERATIONS		0.00	30,000.00	0.00	0.00
Department: 2650 MUNICIPAL COURT					
300-2650-54.23000-CT2202	FINGERRINT MACHINE FY22	15,000.00	0.00	0.00	0.00
300-2650-54.24000-CT2101	E TICKET SOFTWARE	50,000.00	0.00	0.00	0.00
Total Dept 2650 - MUNICIPAL COURT		65,000.00	0.00	0.00	0.00
Department: 4100 CITY ENGINEER					
300-4100-52.12000-CE2103	PROGRAM MANAGEMENT	7,360.86	0.00	0.00	0.00
300-4100-52.12000-CE2110	ENGINEER DESIGN/STUDIES	17,930.50	0.00	0.00	4,578.20
300-4100-52.12000-CE2202	INTERSECTION RADII FY22	25,110.00	0.00	0.00	8,430.00
300-4100-52.12000-CE2206	PROGRAM MGMT FY22	(5,395.98)	0.00	0.00	0.00
300-4100-52.12000-CE2207	ENGINEERING DESIGN SERVICES FY22	20,000.00	0.00	0.00	0.00
300-4100-52.12000-CE2210	SAFETY STUDY HUGH HOWELL RD FY22	100,000.00	0.00	0.00	0.00
300-4100-54.12000-CE2104	LAWRENCEVILLE HWY@I-285 LANDSCAPE	100,000.00	0.00	0.00	0.00
300-4100-54.12000-CE2105	TUCKER STREETSCAPES LANDSCAPING	137,900.00	0.00	0.00	0.00
300-4100-54.12000-CE2106	TUCKER STREETSCAPES STREETLIGHTS	16,498.00	0.00	0.00	0.00
300-4100-54.12000-CE2201	CHAMBLEE-TUCKER RD IMP FY22	56,748.63	0.00	1,263,125.51	367,822.47
300-4100-54.12000-CE2208	FELLOWSHIP@IDLEWOOD FY22	100,000.00	0.00	0.00	0.00
300-4100-54.14000-CE2005	INFRASTRUCTURE ROADS	17,654.00	0.00	0.00	0.00
300-4100-54.14000-CE2006	MARTA BUS PADS	677.00	0.00	0.00	0.00
300-4100-54.14000-CE2007	MIB STREET LIGHTS	37,573.00	0.00	0.00	0.00
300-4100-54.14000-CE2011	INFRASTRUCTURE ROADS	11,367.91	0.00	0.00	0.00

CAPITAL PROJECTS BUDGET AND ACTIVITY YTD FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	Available Balance 06/30/2022	22-23 Original Budget	Activity For 08/31/2022	Encumbrance 08/31/2022
Fund: 300 CAPITAL					
Account Category: Expenditures					
Department: 4100 CITY ENGINEER					
300-4100-54.14000-CE2102	INFRASTRUCTURE ROADS	476,302.30	0.00	24,089.00	28,890.00
300-4100-54.14000-CE2109	SMOKERISE ELEMENTARY PROJECT	513,352.10	0.00	0.00	0.00
300-4100-54.14000-CE2203	MARTA BUS PADS FY22	40,211.75	0.00	0.00	0.00
300-4100-54.14000-CE2204	RESURFACING FY22	585,467.78	0.00	0.00	2,664,920.20
300-4100-54.14000-CE2301	INFRASTRUCTURE - ROADS	0.00	725,000.00	0.00	0.00
300-4100-54.14000-CE2302	INFRASTRUCTURE - ROADS	0.00	400,000.00	0.00	0.00
300-4100-54.14000-CE2303	INFRASTRUCTURE - ROADS	0.00	1,700,000.00	0.00	0.00
300-4100-54.14000-CE2304	INFRASTRUCTURE - ROADS	0.00	2,200,000.00	0.00	0.00
300-4100-54.14000-CE2305	INFRASTRUCTURE - ROADS	0.00	100,000.00	0.00	0.00
300-4100-54.14000-CE2306	INFRASTRUCTURE - ROADS	0.00	50,000.00	0.00	0.00
300-4100-54.14000-CE2307	INFRASTRUCTURE - ROADS	0.00	1,000,000.00	0.00	0.00
300-4100-54.14000-CE2309	INFRASTRUCTURE - ROADS	0.00	250,000.00	0.00	0.00
300-4100-54.14000-CE2310	INFRASTRUCTURE - ROADS	0.00	50,000.00	0.00	0.00
300-4100-54.14000-CE2311	INFRASTRUCTURE - ROADS	0.00	300,000.00	0.00	0.00
300-4100-57.90000-CE0000	CE CONTINGENCIES	326,380.02	0.00	0.00	0.00
Total Dept 4100 - CITY ENGINEER		2,585,137.87	6,775,000.00	1,287,214.51	3,074,640.87
Department: 4224 SIDEWALKS					
300-4224-54.14000-CE2108	SIDEWALKS	102,869.39	0.00	0.00	59,541.76
300-4224-54.14000-CE2205	SIDEWALKS FY22	(38,572.50)	0.00	0.00	266,039.50
300-4224-54.14000-CE2308	INFRASTRUCTURE - ROADS	0.00	165,000.00	134,913.00	0.00
Total Dept 4224 - SIDEWALKS		64,296.89	165,000.00	134,913.00	325,581.26
Department: 6210 PARKS & RECREATION					
300-6210-52.12000-PR2005	JACOBS PROGRAM MGMT	(1,320.00)	0.00	0.00	0.00
300-6210-52.12000-PR2107	PROJECT MANAGEMENT	24,100.00	0.00	0.00	0.00
300-6210-52.12000-PR2302	PROFESSIONAL SERVICES	0.00	50,000.00	0.00	0.00
300-6210-52.12000-PR2303	PROFESSIONAL SERVICES	0.00	75,000.00	0.00	0.00
300-6210-52.12000-PR2306	PROFESSIONAL SERVICES	0.00	150,000.00	0.00	0.00
300-6210-52.12000-PR2308	PROFESSIONAL SERVICES	0.00	125,000.00	0.00	0.00
300-6210-54.12000-PR2006	TRAILS	0.01	0.00	0.00	0.00
300-6210-54.12000-PR2007	DOG PARK MONTREAL	46,805.00	0.00	0.00	0.00
300-6210-54.12000-PR2010	PARK IMPROVEMENTS	235,642.46	0.00	0.00	0.00
300-6210-54.12000-PR2301	CAPITAL - SITE IMPROVEMENTS	0.00	50,000.00	0.00	0.00
300-6210-54.12000-PR2304	CAPITAL - SITE IMPROVEMENTS	0.00	50,000.00	0.00	0.00
300-6210-54.12000-PR2305	CAPITAL - SITE IMPROVEMENTS	0.00	325,000.00	0.00	0.00
300-6210-54.12000-PR2309	CAPITAL - SITE IMPROVEMENTS	0.00	100,000.00	0.00	0.00
300-6210-54.12000-PR2310	CAPITAL - SITE IMPROVEMENTS	0.00	50,000.00	0.00	0.00
300-6210-54.12000-PR2312	CAPITAL - SITE IMPROVEMENTS	0.00	250,000.00	0.00	27,800.00
300-6210-54.13000	BUILDINGS & IMPROVEMENTS	0.00	0.00	922.50	0.00
300-6210-54.13000-PR2103	TRC IMPROVEMENTS	3,264.53	0.00	0.00	0.00
300-6210-54.13000-PR2307	BUILDINGS & IMPROVEMENTS	0.00	100,000.00	1,725.15	0.00
300-6210-54.20000	CAPITAL OUTLAY- EQUIPMENT	0.00	0.00	11,995.00	0.00
300-6210-54.20000-PR2012	PORTABLE GYMNASTICS	50,119.13	0.00	0.00	0.00
300-6210-54.20000-PR2311	CAPITAL OUTLAY- EQUIPMENT	0.00	175,000.00	0.00	116,680.08
300-6210-54.23000-PR1911	WEIGHTROOM EQUIPMENT	2,229.22	0.00	0.00	0.00
300-6210-54.23100-PR1913	SIGNS	75,520.00	0.00	0.00	0.00
300-6210-54.23100-PR2014	SIGNS	7,119.11	0.00	0.00	0.00
Total Dept 6210 - PARKS & RECREATION		443,479.46	1,500,000.00	14,642.65	144,480.08
Department: 6211 PARKS					
300-6211-52.12000-PR2104	PARKS & REC STUDIES	25,000.00	0.00	0.00	0.00
300-6211-52.12000-PR2105	PARK CONSTRUCTION PLAN	63,683.64	0.00	0.00	0.00
300-6211-52.12000-PR2106	PARK MASTER PLAN STUDIES	141,420.00	0.00	0.00	0.00
300-6211-52.39000-PR2113	OTHER PURCHASED SERVICES	(2,290.97)	0.00	1,250.00	1,250.00
300-6211-54.12000	CAPITAL - SITE IMPROVEMENTS	(25,392.50)	0.00	0.00	25,392.50
300-6211-54.12000-PR2101	PIER/DOCK REPAIR AND TRAILS	50,000.00	0.00	0.00	0.00
300-6211-54.12000-PR2102	PLAYGROUNDS	107,622.79	0.00	0.00	0.00
300-6211-54.12000-PR2108	PARK FENCING	100,000.00	0.00	0.00	0.00
300-6211-54.12000-PR2109	TRAILS	71,604.00	0.00	0.00	0.00
300-6211-54.12000-PR2110	DOG PARKS	55,918.54	0.00	0.00	0.00
300-6211-54.12000-PR2113	RECREATION PROJECTS -- TOURISM H/M	212,778.71	0.00	5,975.00	0.00
300-6211-54.12000-PR2115	PETERS PARK	37,046.36	0.00	0.00	0.00
300-6211-54.12000-PR2116	J. HOMESTEAD PROJECT	168,147.96	0.00	0.00	0.00
300-6211-54.12000-PR2201	FITZGERALD PARK IMPROVEMENTS FY22	626,250.50	0.00	0.00	0.00
300-6211-54.12000-PR2204	SPORTS FIELD LIGHTING FY22	90,500.00	0.00	0.00	109,500.00
300-6211-54.12000-PR2205	TENNIS COURT IMPROVEMENTS FY22	90,000.00	0.00	0.00	0.00
300-6211-54.12000-PR2206	TRAIL IMPROVEMENTS FY22	163,743.51	0.00	0.00	0.00
300-6211-54.12000-PR2207	COFER TRAIL PARK FY22	171,300.68	0.00	6,344.07	0.00

CAPITAL PROJECTS BUDGET AND ACTIVITY YTD FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	Available Balance 06/30/2022	22-23 Original Budget	Activity For 08/31/2022	Encumbrance 08/31/2022
Fund: 300 CAPITAL					
Account Category: Expenditures					
Department: 6211 PARKS					
300-6211-54.12000-PR2208	BEE HAVEN INITIATIVE	(4,185.32)	0.00	14,038.82	8,237.50
300-6211-54.23100-PR2112	SIGNS	67,409.11	0.00	0.00	0.00
300-6211-54.23100-PR2114	WRP MEMORIAL	64,018.11	0.00	0.00	0.00
Total Dept 6211 - PARKS		2,274,575.12	0.00	27,607.89	144,380.00
Department: 6212 POOLS					
300-6212-54.12000-PR2203	POOL IMPROVEMENTS FY22	0.00	0.00	0.00	11,811.21
Total Dept 6212 - POOLS		0.00	0.00	0.00	11,811.21
Department: 7210 COMMUNITY DEVELOPMENT					
300-7210-52.12000-CD2113	PROFESSIONAL SERVICES	48,160.00	0.00	0.00	0.00
300-7210-52.13000-CD2301	OTHER SERVICES / TECHNICAL	0.00	100,000.00	0.00	0.00
300-7210-52.13000-CD2302	OTHER SERVICES / TECHNICAL	0.00	50,000.00	0.00	0.00
300-7210-52.13000-CD2303	OTHER SERVICES / TECHNICAL	0.00	100,000.00	0.00	0.00
300-7210-54.24000-CD2006	COMPUTER/SOFTWARE	15,207.44	0.00	0.00	0.00
Total Dept 7210 - COMMUNITY DEVELOPMENT		63,367.44	250,000.00	0.00	0.00
Department: 7520 ECONOMIC DEVELOPMENT					
300-7520-52.12000-ED2001	PROFESSIONAL SERVICES	327,937.59	0.00	0.00	0.00
300-7520-52.12000-ED2005	PROFESSIONAL SERVICES	15,366.50	0.00	0.00	0.00
Total Dept 7520 - ECONOMIC DEVELOPMENT		343,304.09	0.00	0.00	0.00
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY					
300-7550-52.12000-ED2001	PROFESSIONAL SERVICES	150,000.00	0.00	20,000.00	2,900.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		150,000.00	0.00	20,000.00	2,900.00
Expenditures		7,353,544.99	9,445,500.00	1,502,990.06	3,723,274.65
Fund 300 - CAPITAL:					
TOTAL REVENUES		6,838,696.50	9,445,500.00	0.00	0.00
TOTAL EXPENDITURES		7,353,544.99	9,445,500.00	1,502,990.06	3,723,274.65
NET OF REVENUES & EXPENDITURES:		(514,848.49)	0.00	(1,502,990.06)	(3,723,274.65)
BEG. FUND BALANCE			3,755,608.52		
END FUND BALANCE			3,755,608.52		

CAPITAL PROJECTS BUDGET AND ACTIVITY YTD FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	Available Balance 06/30/2022	22-23 Original Budget	Activity For 08/31/2022	Encumbrance 08/31/2022
Fund: 320 SPLOST FUND					
Account Category: Revenues					
Department: 0000 NON DEPARTMENTAL					
320-0000-31.32000	SPLOST - ROADS & DRAINAGE	(203,570.04)	3,950,000.00	0.00	0.00
320-0000-31.32001	SPLOST - SIDEWALKS & TRAILS	(68,021.54)	1,210,000.00	0.00	0.00
320-0000-31.32003	SPLOST - SITE IMPROVEMENTS PARKS	(48,516.17)	910,000.00	0.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		(320,107.75)	6,070,000.00	0.00	0.00
Revenues		(320,107.75)	6,070,000.00	0.00	0.00
Account Category: Expenditures					
Department: 0000 NON DEPARTMENTAL					
320-0000-57.90000-SP2016	CONTINGENCIES	109,641.91	0.00	0.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		109,641.91	0.00	0.00	0.00
Department: 4100 CITY ENGINEER					
320-4100-52.12000-SP2305	PROFESSIONAL SERVICES	0.00	225,000.00	0.00	0.00
Total Dept 4100 - CITY ENGINEER		0.00	225,000.00	0.00	0.00
Department: 4200 HIGHWAYS AND STREETS					
320-4200-52.12000-SP2103	PROGRAM MANAGEMENT	104,321.40	0.00	0.00	0.00
320-4200-52.12000-SP2205	PROGRAM MANAGEMENT FY22	309,400.00	0.00	0.00	0.00
320-4200-54.14000-SP1907	TUCKER STREETSCAPES	733,283.00	0.00	0.00	0.00
320-4200-54.14000-SP2002	INFRASTRUCTURE - RESURFACING	221,025.70	0.00	0.00	0.00
320-4200-54.14000-SP2003	INFRASTRUCTURE - RESURFACING	42,391.88	0.00	0.00	0.00
320-4200-54.14000-SP2004	INFRASTRUCTURE - RESURFACING	34,000.00	0.00	0.00	0.00
320-4200-54.14000-SP2005	INFRASTRUCTURE - RESURFACING	175,648.69	0.00	0.00	0.00
320-4200-54.14000-SP2006	INFRASTRUCTURE - RESURFACING	0.04	0.00	0.00	0.00
320-4200-54.14000-SP2007	INFRASTRUCTURE - RESURFACING	12,495.24	0.00	0.00	0.00
320-4200-54.14000-SP2102	MAJOR ROAD IMPROVEMENTS	696,814.13	0.00	852.75	0.00
320-4200-54.14000-SP2104	QUICK RESPONSE PROJECTS	436,895.90	0.00	3,045.00	0.00
320-4200-54.14000-SP2201	INFRASTRUCTURE - ROADS	2,840.00	0.00	532,439.78	630,129.10
320-4200-54.14000-SP2203	QUICK RESPONSE FY22	314,340.00	0.00	0.00	0.00
320-4200-54.14000-SP2204	MAJOR ROAD IMPROVEMENTS FY22	678,680.00	0.00	0.00	0.00
320-4200-54.14000-SP2301	INFRASTRUCTURE - ROADS	0.00	2,875,000.00	0.00	0.00
320-4200-54.14000-SP2302	INFRASTRUCTURE - ROADS	0.00	400,000.00	0.00	0.00
320-4200-54.14000-SP2304	INFRASTRUCTURE - ROADS	0.00	826,750.00	0.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		3,762,135.98	4,101,750.00	536,337.53	630,129.10
Department: 4224 SIDEWALKS					
320-4224-52.12000-SP1905	KAISEN-TRAIL MASTER PLAN	4,999.50	0.00	0.00	0.00
320-4224-54.14000-SP1906	SIDEWALKS	9,800.50	0.00	0.00	4,801.00
320-4224-54.14000-SP1908	SIDEWALKS	26,098.51	0.00	0.00	18,698.51
320-4224-54.14000-SP2009	TRAIL MODEL PROJECT	817,655.20	0.00	113,251.33	373,996.86
320-4224-54.14000-SP2105	TRAIL PROJECTS	1,306,676.84	0.00	0.00	325,182.00
320-4224-54.14000-SP2202	TRAILS FY22	465,771.40	0.00	108,924.00	390,002.00
320-4224-54.14005-SP2303	SIDEWALKS	0.00	1,262,000.00	0.00	17,600.00
Total Dept 4224 - SIDEWALKS		2,631,001.95	1,262,000.00	222,175.33	1,130,280.37
Department: 6210 PARKS & RECREATION					
320-6210-52.12000-SP2011	ENGINEERING SERVICES	8,460.00	0.00	0.00	0.00
320-6210-52.12000-SP2106	ENGINEERING SERVICES - PARK CONST	37,548.60	0.00	0.00	0.00
320-6210-52.12000-SP2107	PROGRAM/PROJECT MGMT	59,167.00	0.00	0.00	75,000.00
320-6210-54.12000-SP1910	SITE IMPROVEMENTS	125,900.81	0.00	0.00	0.00
320-6210-54.12000-SP1911	RENOVATE GYMNASIUM	(146.89)	0.00	0.00	0.00
320-6210-54.12000-SP1914	TRAILS PROGRAM	50,000.00	0.00	0.00	0.00
320-6210-54.12000-SP1917	PRIORITY PROJECTS - MASTER PLAN	212,230.33	0.00	0.00	0.00
320-6210-54.12000-SP2012	SPORTS FIELD LIGHTING	225,000.00	0.00	0.00	0.00
320-6210-54.12000-SP2013	PARKS RESTROOMS	309,185.44	0.00	0.00	90,814.56
320-6210-54.12000-SP2014	PARKING LOTS - NEW/RE-TOP	75,141.27	0.00	0.00	0.00
320-6210-54.12000-SP2015	SECURITY CAMERAS	(1,758.33)	0.00	0.00	0.00
320-6210-54.12000-SP2307	CAPITAL - SITE IMPROVEMENTS	0.00	350,000.00	0.00	0.00
320-6210-54.12000-SP2308	CAPITAL - SITE IMPROVEMENTS	0.00	200,000.00	0.00	0.00
320-6210-54.13000-SP2208	TRC IMPROVEMENTS FY22	61,567.47	0.00	0.00	5,845.53
Total Dept 6210 - PARKS & RECREATION		1,162,295.70	550,000.00	0.00	171,660.09
Department: 6211 PARKS					
320-6211-54.12000-SP2108	SPORTS FIELD LIGHTING	212,500.00	0.00	0.00	9,646.00
320-6211-54.12000-SP2109	PARKING LOTS - PARKS	426,575.00	0.00	0.00	0.00
320-6211-54.12000-SP2110	J HOMESTEAD RESTORATION	100,000.00	0.00	0.00	0.00
320-6211-54.12000-SP2111	SECURITY CAMERAS	25,000.00	0.00	0.00	0.00
320-6211-54.12000-SP2206	FITZGERALD PARK IMP FY22	610,031.44	0.00	0.00	0.00
320-6211-54.12000-SP2209	ROSENFELD PARKING LOT IMP FY22	35,480.00	0.00	0.00	0.00

CAPITAL PROJECTS BUDGET AND ACTIVITY YTD FOR CITY OF TUCKER

Balance As of 08/31/2022

GL Number	Description	Available Balance 06/30/2022	22-23 Original Budget	Activity For 08/31/2022	Encumbrance 08/31/2022
Fund: 320 SPLOST FUND					
Account Category: Expenditures					
Department: 6211 PARKS					
320-6211-54.12000-SP2306	CAPITAL - SITE IMPROVEMENTS	0.00	200,000.00	0.00	0.00
Total Dept 6211 - PARKS		1,409,586.44	200,000.00	0.00	9,646.00
Department: 6212 POOLS					
320-6212-54.12000-SP2112	POOL RENOVATIONS	117,353.99	0.00	9,793.22	0.00
320-6212-54.12000-SP2207	SPLASH PAD IMPROVEMENTS FY22	81,777.21	0.00	4,275.00	0.00
Total Dept 6212 - POOLS		199,131.20	0.00	14,068.22	0.00
Expenditures		9,273,793.18	6,338,750.00	772,581.08	1,941,715.56
Fund 320 - SPLOST FUND:					
TOTAL REVENUES		(320,107.75)	6,070,000.00	0.00	0.00
TOTAL EXPENDITURES		9,273,793.18	6,338,750.00	772,581.08	1,941,715.56
NET OF REVENUES & EXPENDITURES:		(9,593,900.93)	(268,750.00)	(772,581.08)	(1,941,715.56)
BEG. FUND BALANCE			5,404,500.94		
END FUND BALANCE			5,135,750.94		
Report Totals:					
TOTAL REVENUES - ALL FUNDS		6,518,588.75	15,515,500.00	0.00	0.00
TOTAL EXPENDITURES - ALL FUNDS		16,627,338.17	15,784,250.00	2,275,571.14	5,664,990.21
NET OF REVENUES & EXPENDITURES:		(10,108,749.42)	(268,750.00)	(2,275,571.14)	(5,664,990.21)



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: Tami Hanlin, City Manager
Date: August 3, 2022
RE: Memo for Ordinance to Amend Chapter 26 Municipal Court

Description for on Agenda:

First Read of Ordinance to Amend Chapter 26 to provide Prosecuting Officer Serves at Will

Issue:

Should the city council amend the code to provide that the Prosecuting Office in Municipal Court serves at the pleasure of city council?

Recommendation:

Adopt the ordinance to clarify that Prosecuting Officer serves at the pleasure of city council.

Background:

Section 26-102 of the City Code provides that the Prosecuting Officer of the Municipal Court serves a term of two years. This is unusual as the position is also recognized as being part time. The City Charter, like most in Georgia, allows the City Council to appoint the City Attorney to serve in this role.

Summary:

Adoption of the ordinance clarifies the Prosecuting Officer serves at the pleasure of city council.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE CHAPTER 26 MUNICIPAL COURT SECTION 26-102 RELATING TO THE TERM OF THE PROSECUTING ATTORNEY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to repeal Section 26-102 of the City and to substitute in its place new language to read as follows:

Sec. 26-102. - Term of office.

Unless otherwise provided by the city Charter, the prosecuting attorney for the city shall serve at the pleasure of the city council.

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

This ordinance shall become effective immediately upon adoption.

SO ORDAINED, this 12th day of September 2022.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: Tami Hanlin, City Manager
Date: August 2, 2022
RE: Memo for Coin Operated Amusement Machine Text Amendment

Description for on Agenda:

First Read and Public Hearing of amendments to the City of Tucker City Code, Chapter 10, including but not limited to coin operated amusement machines.

Issue:

Should the city regulate the location and operation of Class B Coin Operated Amusement Machines as part of its effort to address the potential for crime associated with illegal use of such machines in some locations?

Recommendation:

If the governing authority believes the potential for criminal behavior is likely to be discouraged by adoption of the ordinance, it should adopt the ordinance. The proposed ordinance has been drafted to afford the city the most restrictive regulations permitted by state law.

Background:

Under state law, Class B Coin Operated Amusement Machines reward players with free plays, lottery tickets, or store credits for low value items. However, numerous investigations by the GBI and other law enforcement agencies have revealed that many convenience stores provide players with illegal cash payouts. These illegal cash payouts have created an environment in many such locations that has led to other criminal activity.

Summary:

The issue presented is whether the governing authority wishes to exercise its police powers to regulate the location and operation of Coin Operated Amusement Machines to reduce the potential for criminal activity.

Financial Impact:

Any financial impact will be felt in staff time dedicated to administering the regulatory requirement imposed by the ordinance in annually permitting locations with machines and in enforcing violations of any regulations adopted. Because locations hosting the machines already pay permitting fees to the state, the city cannot impose a charge for its permitting scheme, but those acting in violation of the ordinance would be subject to fines.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE CHAPTER 10 BUSINESSES RELATING TO COIN OPERATED AMUSEMENT DEVICES, PROMOTIONS, AND LOTTERIES; RELATING TO OFFENSES AGAINST PUBLIC HEALTH AND MORALS; TO PROVIDE FOR THE APPLICABILITY OF CERTAIN PROVISIONS TO CERTAIN GAMES AND DEVICES; TO PROVIDE FOR A LIMITATION ON THE ALLOWABLE NUMBER OF SUCH MACHINES AT ONE LOCATION; TO REQUIRE OWNERS AND OPERATORS OF SUCH MACHINES TO COMPLY WITH CERTAIN REGULATIONS; TO PROVIDE FOR THE SUSPENSION AND REVOCATION OF LICENSES; TO PROVIDE FOR FINES; TO MANDATE REPORTING REQUIREMENTS; TO MANDATE SIGN POSTING; TO PROVIDE FOR MINIMUM DISTANCE RESTRICTIONS; TO PROVIDE REQUIREMENTS FOR PLACEMENT OF MACHINES; TO REQUIRE DISCLOSURE OF CERTAIN CONTACT INFORMATION OF THE OWNER AND/OR OPERATOR OF MACHINES; TO PROVIDE FOR LICENSE POSTING; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Tucker, Georgia is authorized by O.C.G.A. § 50-27-86 to adopt ordinances regarding bona fide coin operated amusement machines; and

WHEREAS, a public hearing was held by the Mayor and Council on August 8, 2022 and September 12, 2022; and

WHEREAS, this ordinance is adopted to address the interests of public health, welfare, and safety of the citizens of the City of Tucker;

NOW THEREFORE, the Mayor and City Council find that in the interests of the public safety the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to add a new Article to Chapter 10, thereof, which shall be titled Article XIV and which shall read in words as follows:

Article XIV

Sec. 10-600. Short Title.

This Article shall be known as the “City of Tucker Bona Fide Coin Operated Amusement Machine Ordinance.”

Sec. 10-601. Gambling Devices Prohibited.

Gambling Devices, as that term is defined in O.C.G.A. § 16-12-20(2) are prohibited in the City, as the ownership, use, or transport thereof are misdemeanors pursuant to state law, except as exempted pursuant to O.C.G.A. § 16-12-35(a) through (k).

Sec. 10-602. Gambling Places Prohibited.

Gambling Places, as that term is defined in O.C.G.A. § 16-12-20(3) are prohibited in the City, as the operation thereof is a misdemeanor pursuant to state law.

Sec. 10-603. Definitions.

The following words, terms, or phrases, when used in this Ordinance, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) ***Amusement Game Room*** means any location as provided in O.C.G.A. § 16-12-35(b), (c) or (d) where one or more Bona Fide Coin Operated Amusement Machines are operated that permit non-cash redemption as provided in O.C.G.A. § 16-12-35(d)(1)(B), (C), or a combination thereof.

(b) ***Bona Fide Coin Operated Amusement Machine*** means the same as this term is defined in O.C.G.A. § 50-27-70(b)(2)(A) and (B) and any applicable regulations of the State of Georgia. Examples of Bona Fide Coin Operated Amusement Machines include, but are expressly not limited to, the following:

- 1) Pinball machines;
- 2) Console machines;
- 3) Video games;
- 4) Crane machines;
- 5) Claw machines;
- 6) Pusher machines;
- 7) Bowling machines;
- 8) Novelty arcade games;
- 9) Foosball or table soccer machines;
- 10) Miniature racetrack, football or golf machines;
- 11) Target or shooting gallery machines;
- 12) Basketball machines;
- 13) Shuffleboard machines;

- 14) Kiddie ride games;
- 15) Skee-Ball[®] machines;
- 16) Air hockey machines;
- 17) Roll down machines;
- 18) Trivia machines;
- 19) Laser games;
- 20) Simulator games;
- 21) Virtual reality machines;
- 22) Maze games;
- 23) Racing games;
- 24) Coin operated pool table or coin operated billiard table as defined in paragraph (3) of O.C.G.A. § 43-8-1; and
- 25) Any other similar amusement machine which can be legally operated in Georgia.

The term “coin operated amusement machine” does not include the following:

- 1) Coin operated washing machines or dryers;
- 2) Vending machines which for payment of money dispense products or services;
- 3) Gas and electric meters;
- 4) Pay telephones;
- 5) Pay toilets;
- 6) Cigarette vending machines;
- 7) Coin operated vending machines;
- 8) Coin operated scales;
- 9) Coin operated gumball machines;
- 10) Coin operated television sets which provide cable or network programming;
- 11) Coin operated massage beds; and
- 12) Machines which are not legally permitted to be operated in Georgia.

(c) **Location** means a business within the City that has complied with the provisions of the ordinances of the City relating to occupation taxes and business licenses and the entire office or area of the business in any one location owned or leased by the same proprietor or proprietors where the Lessor or Lessors allow the space to be used for business purposes.

(d) **Location owner or location operator** means an owner or operator of a business where one or more bona fide coin operated amusement machines are available for commercial use and play by the public or shall have the same definition as found in the Official Code of Georgia, Annotated, Section 50-27-70, should that definition differ.

Sec. 10-604. License Required.

No person, firm or corporation shall engage in the business of an owner or proprietor of an Amusement Game Room, as the term is herein defined, without first having obtained an

Amusement Game Room license, without first having paid the applicable occupation tax and obtained an occupational tax certificate required under this article. A separate Amusement Game Room license must be obtained for each location in the jurisdiction for which bona fide coin operated amusement machines are operated.

Sec. 10-605. Issuance of License.

Application for a license for operating an Amusement Game Room within the corporate limits of the City shall be made to the City upon a form to be supplied by the City for this purpose. The license application shall include the following information:

- (a) Name, address, and age of the applicant and the date of the application;
- (b) Address or place where the bona fide coin operated amusement machine or machines are to be offered to the public for play and the other business or businesses operated at that place or places;
- (c) Name and address of the owner of the machine or machines and a copy of the owner's master license;
- (d) Name and address of any other business owned or operated by applicant within the corporate limits of the City; and
- (e) List of any other licenses or permits from the City held by the applicant.

Upon issuing a license for an Amusement Game Room, the City official or employee shall provide the licensee with a copy of this Ordinance. The City shall not require a fee for an Amusement Game Room license or registration. A license issued in accordance with this Ordinance shall be valid until December 31st of the year in which the license was issued. The owner or operator of an Amusement Game Room shall be required to pay occupation taxes in accordance with the Code of Ordinances of the City.

Sec. 10-606. Occupation Tax Required.

No person, firm or corporation shall engage in the business of an owner or proprietor of Amusement Game Room, as the term is herein defined, without first having completed the occupational tax certificate application form, paid the required occupational tax and obtained an occupational tax certificate.

Sec. 10-607. Minimum Distance Requirements.

- (a) Every Amusement Game Room in the City shall comply with the proximity provision for business licensed to sell alcohol set out in O.C.G.A. § 3-3-21.

(b) Every Amusement Game Room in the City shall comply with the proximity provision for businesses licensed to sell alcohol as set out in Section 4-136 of the Code of Ordinances of the City.

Sec. 10-608. Number of Bona Fide Coin Operated Amusement Machines at a Location.

No Amusement Game Room in the City shall offer to the public more than six (6) Class B Bona Fide Coin Operated Amusement Machines offering non-cash redemption in accordance with O.C.G.A. § 16-12-35(c) and (d)(1)(2), or both at the same Location.

Sec. 10-609. Gross Receipts from Bona Fide Coin Operated Amusement Machines and from Business.

(a) Every Amusement Game Room shall keep records available for inspection by City officials that set out separately annual gross receipts for the Class B amusement games and the other products and services sold at the Location.

(b) Any location owner or location operator subject to Official Code of Georgia, Section 50-27-84(b)(1) is hereby required to provide a monthly report to the city clerk of the city. Such report shall indicate the monthly gross retail receipts for each business location located within the jurisdiction of the city and shall be due by the twentieth day of each month, subsequent to the month in which the sales have taken place. In addition, each owner or operator must allow the local government an annual audit of the reports from the owner or operator to the Lottery Corporation.

(c) No location owner or location operator may derive more than 50 percent of such location owner's or location operator's monthly gross retail receipts for this business location in which the Class B machines are situated from such Class B machines and any location owner or location operator found in violation of such provision may be fined and may have any city issued license suspended or revoked as allowed under this article. Compliance with this section requires both the availability of records for inspection and compliance with the fifty (50%) percent of gross retail receipts requirement. Any violations of this provision shall be reported to the Georgia Lottery Corporation.

Sec. 10-610. Notice Requirements.

(a) Every Amusement Game Room shall post a conspicuous sign with the following or substantially similar language:

‘GEORGIA LAW PROHIBITS GIVING OR RECEIPT OF ANY MONEY FOR WINNING A GAME OR GAMES ON AN AMUSEMENT MACHINE; GIVING OR RECEIPT OF MONEY FOR FREE REPLAYS WON ON AN AMUSEMENT MACHINE; GIVING OR RECEIPT OF MONEY FOR ANY MERCHANDISE, PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY WON ON ANY AMUSEMENT MACHINE; OR AWARDED ANY MERCHANDISE, PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY OF A

VALUE EXCEEDING \$5.00 FOR A SINGLE PLAY OF AN AMUSEMENT MACHINE.'

(b) Every Amusement Game Room shall post the license issued by the City conspicuously and permanently.

(c) The owner or proprietor of each Amusement Game Room shall inform every employee of the acts and omissions prohibited by O.C.G.A. § 16-12-35 and by this Ordinance, and of the penalties for violation of O.C.G.A. § 16-12-35 and this Ordinance.

Sec. 10-611. Compliance with O.C.G.A. Provisions Relating to Master Licenses, Location Licenses, and Stickers for Individual Machines.

Bona Fide Coin Operated Amusement Machines may be used in an Amusement Game Room within the City only if the machines are owned by a person who holds a valid master license in accordance with O.C.G.A. § 50-27-71, and each machine offered to the public for play has a valid permit sticker in accordance with O.C.G.A. § 50-27-78. In addition, the business owner where the machines are available for play by the public must pay a location license fee in order to obtain a valid location license in accordance with O.C.G.A. § 50-27-71 (a.1) and (b). The City official in charge of issuing business licenses shall notify the State Commissioner of Revenue of any observed violation of O.C.G.A. § 50-27-71 or § 50-27-78.

Sec. 10-612. License Suspension and Revocation.

(a) The city may suspend or revoke the city issued license of any location owner or location operator to manufacture, distribute, or sell alcoholic beverages as a penalty for the conviction of the business owner or business operator of a violation of the Official Code of Georgia, Section 16-12-35, subsection (e), (f), or (g).

(b) The city may suspend or revoke the license of any location owner or location operator of any other license granted by the municipality as a penalty for the conviction of the business owner or business operator of a violation of the Official Code of Georgia, Section 16-12-35, subsection (e), (f), or (g).

(c) The suspension or revocation of licenses under this Code section shall be in accordance with the following guidelines of due process:

(1) No license which has been issued or which may be issued pursuant to this Article shall be suspended or revoked except for due cause and after hearing and upon prior three-day written notice to the holder of the license of the time, place and purpose of the hearing and a statement of the charges upon which the hearing shall be held.

(2) The term "due cause" for the purposes of this section shall include, but not be limited to:

(A) Conviction of, or the entering of a plea of guilty or nolo contendere by, the licensee or any of his employees or any person holding an interest in the license for

any felony, any law, administrative regulation or ordinance involving alcoholic beverages, gambling or narcotics, or tax laws.

(B) Conviction of, or the entering of a plea of guilty or nolo contendere by, the licensee or any of his employees or any person holding an interest in the license for any sex offense when the licensed business is for on-premises consumption.

(C) Suspension or revocation of any state license required as a condition for the possession, sale or distribution of alcoholic beverages.

(D) Material falsification of any fact given in an application for a license issued under this chapter or bearing upon the licensee's qualification therefor. Any act which may be construed as a subterfuge in an effort to circumvent any of the qualifications for a license under this chapter shall be deemed a violation of the requirement attempted to be circumvented.

(E) Failure to meet or maintain any standard prescribed by this Article as a condition or qualification for holding a license.

(F) Any other factor known to or discovered by the city whereby it is objectively shown the licensee, any of the licensee's employees or any person holding an interest in a license, has engaged in conduct at or involving the licensed business or has permitted conduct on the licensed premises that constitutes a violation of federal or state law, local ordinance or administrative regulations involving alcoholic beverages, gambling or narcotics for all alcohol licensed businesses and including any sex offense under state law or local ordinances with respect to businesses licensed for on-premises consumption. With respect to this section, it shall be rebuttably presumed that the violative act was done with the knowledge or consent of the licensee; provided, however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence, or in the exercise of full diligence that such licensee could not have discovered or prevented such activity.

- (3) Notice of suspension or revocation proceedings shall be served on the person named as licensee in the application. Notice shall be in writing. The notice may be served personally or by first class mail. If by mail, the notice shall be addressed to the licensee at its address as provided by the licensee to the municipality. The burden shall be on the licensee to provide notice, in writing, of any change of address for service of notices and process. In the case of service by mail of any notice required by this chapter, the service is complete at the time of deposit in the United States Postal Service.
- (4) The hearing shall be conducted by a hearing officer appointed by the mayor. The hearing officer shall be an attorney licensed to practice in the state who is disinterested in the proceeding.

- (5) Hearings shall be only as formal as necessary to preserve order and shall be compatible with the principles of justice. The city attorney shall present the city's case and bear the burden of proving by a preponderance of the evidence that due cause exists to suspend or revoke the license. At the hearing the licensee shall have the right to represent itself or be represented by counsel, may cross examine all witnesses offered by the city, and may call witnesses and present evidence in its own behalf. Formal rules of evidence shall not apply to hearings under this section, although the hearing officer shall have the right to exclude evidence which carries no indicia of reliability. All testimony shall be offered under oath or affirmation.
- (6) The hearing officer shall make his final determination within ten business days of the completion of the hearing. The decision shall be placed in writing and contain the hearing officer's findings of fact, conclusions of law, and decision as to sanction, if any. Such sanction may include one or more of the following: revocation of the license, suspension of the license for no more than 12 months, imposition of a probationary period not to exceed 12 months, and/or a civil monetary penalty not to exceed the amount allowed under the city charter. Progressive sanctions, depending on the severity of the violation, are encouraged but not required. Where the remaining term of the license is less than 12 months, imposition of suspension or probation for a period in excess of the term of the existing license shall be applied to any renewal license. A subsequent violation within a probationary period shall be cause for revocation and/or denial of license renewal. A total of three separate and unrelated violations within 24 months, whether or not within a probationary period, shall be grounds for permanent revocation.
- (7) The hearing officer's decision shall be personally served or mailed by certified mail, return receipt requested to the licensee and his attorney, with a copy to the city attorney, within ten business days of the close of the hearing. The decision of the hearing officer shall constitute final action by the city, subject to review upon petition for certiorari to the superior court.
- (8) Upon receipt of notice of adverse action against the licensee under this section, the licensee may waive its right to a hearing and stipulate to a sanction, as recommended by the city manager, in consultation with the city attorney. Any stipulation entered under this subsection shall be in writing, signed by the licensee, and non-appealable.

Sec. 10-613. Criminal Penalties for Violations by Owners or Operators of Amusement Game Rooms.

(a) Penalties for violation of the provisions of this Article by the owner or operator of an Amusement Game Room, after conviction in the Municipal Court of the City, or other court of competent jurisdiction are as follows:

- (1) Minimum Penalty. A minimum fine for each violation of \$100.
- (2) Maximum Penalty. A maximum fine for each violation of \$1,000.

(b) The fines listed in the penalties for violation of this Ordinance may be imposed by the Judge of the Municipal Court of the City, or the judge of any other court of competent jurisdiction. Suspension or revocation of the owner or operator's license for offering any amusement game at the location where the violation occurred, and suspension of other permits and licenses granted by the City may be imposed by the Mayor and Council after a public hearing as described in Sec. 10-612 of this article.

(c) Offering one or more Bona Fide Coin Operated Amusement Machine games in violation of an order suspending or revoking the license for the offering of any amusement game at the location is punishable, after conviction in the Municipal Court of the City, by a fine not to exceed One Thousand (\$1,000.00) Dollars, imprisonment not to exceed one hundred and eighty (180) days, or both such fine and imprisonment.

Sec. 10-614. Penalties for Violations by Those Who Play Bona Fide Coin Operated Machines in Violation of Law or Ordinance.

The Municipal Court of the City, or any other court of competent jurisdiction is authorized to impose the following penalties on any person convicted of receiving money as a reward for the successful play or winning of any Bona Fide Coin Operated Amusement Machine from any person owning, possessing, controlling or overseeing such Bona Fide Coin Operated Amusement Machine or any person employed by or acting on behalf of a person owning, possessing, controlling or overseeing a Bona Fide Coin Operated Amusement Machines:

(1) First Offense: Fine not to exceed Two Hundred Fifty (\$250.00) Dollars for each violation.

(2) Second and Subsequent Offense: Fine not to exceed Five Hundred (\$500.00) Dollars for each violation.

Sec. 10-615. Operating Regulations.

All businesses operating as an Amusement Game Room hereunder shall be subject to the following regulations:

(a) Devices to Be Kept in Plain View; Gambling Devices Prohibited. All bona fide coin operated amusement machines shall at all times be kept and placed in plain view of and open and accessible to any person(s) who may frequent or be in any place of business where such machines are kept or used. Nothing in this section shall be construed to authorize, permit or license any gambling device of any nature whatsoever.

(b) Inspection. The city may inspect or cause the inspection of any location in which any such bona fide coin operated amusement machine(s) are operated or set up for operating, and may inspect, investigate and test such machines as needed.

(c) Attendant Required. It shall be unlawful for any location owner or location operator to open the location to the public unless an attendant is present. Said attendant shall be of sufficient mental and physical capacity so as to be able to provide aid to patrons if needed or desired. Said attendant shall not be less than 18 years of age.

(d) Loitering. As used in this section, “loitering” shall mean remaining idle in essentially one location and shall include the concepts of spending time idly, loafing or walking about aimlessly, and shall be unlawful for any person, firm or corporation licensed to operate an Amusement Game Room to permit loitering on or in the immediate vicinity of any machine or business premises regulated hereunder in such a manner as to:

- (1) Create or cause to be created a danger of a breach of the peace;
- (2) Create or cause to be created any disturbance of the peace, as defined by law;
- (3) Obstruct the free passage of pedestrians or vehicles;
- (4) Obstruct, molest or interfere with any person lawfully in a public place.

(5) Shirt and shoes required. All location owners and location operators shall require shirts and shoes to be worn at all times by any person frequenting their location.

Sec. 10-616. Licenses and Permits Nontransferable.

(a) Licenses required in this article are nontransferable. All businesses that have bona fide coin operated amusement machines on the premises shall display, in plain view, the current Amusement Game Room license and occupational tax certificate issued by the City.

(b) The issued license shall not be transferred to another owner at the same site within the City. A new owner or proprietor must first obtain a new license if they are going to operate in the same or different location in the City.

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective January 1, 2023.

SO ORDAINED, this 12th day of September 2022.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: August 1, 2022
RE: Memo for Video Surveillance System Requirements for Convenience Stores

Description for on Agenda:

First Read and Public Hearing of amendments to the City of Tucker City Code, Chapter 10, including but not limited to video surveillance systems.

Issue:

Crime data for Tucker Convenience stores between two six-month periods in 2021 and 2022 shows 13 auto thefts, 4 aggravated assaults, 1 homicide, 3 robberies of pedestrians, 1 rape or attempt, 18 entering autos, and 2 robberies of businesses.

A recent CBS 46 news piece stated that according to the FIB, 31,903 violent crimes occurred at gas stations and convenience stores in 2020.

Recommendation:

Approval of a text amendment for video surveillance systems.

Background:

This text amendment is one of three that are proposed during the convenience store moratorium to address crime and other issues. Several jurisdictions in Metro Atlanta are looking at adopting similar ordinances. The city has worked with DeKalb County to mirror their proposed ordinance as we share the same police force through our IGA.

Summary:

Requiring video surveillance systems to be installed at convenience stores would help to reduce crime and protect customers and employees. It can also assist the police with investigations by providing the footage to law enforcement.

The proposed ordinance includes definitions, video surveillance requirements, minimum standards, minimal technological standards, and language regarding shared spaces, inspections, change in location, enforcement, etc. The code would require at least 1 camera dedicated to each registered and/or check-out stand, entrance/exit, each pump, loading dock, parking lot, etc. The cameras would be required to be high resolution color cameras that have the capability to record an area that extends no less than 75' with all data stored for no less than 60 days.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING CHAPTER 10 BUSINESSES OF THE CODE OF TUCKER, GEORGIA TO PROVIDE FOR THE MANDATORY USE OF VIDEO SURVEILLANCE SYSTEMS AT CONVENIENCE STORES, AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council declares and finds that a significant number of violent crimes occur at convenience stores within the City of Tucker;

WHEREAS, the Mayor and City Council declares that its residents be able to buy convenience type goods in a safe environment; and

WHEREAS, this ordinance is adopted to address the interests of public health, welfare, and safety of the citizens of the City of Tucker;

WHEREAS, a public hearing was held by the Mayor and City Council on August 8, 2022 and September 12, 2022; and

NOW THEREFORE, the Mayor and City Council find that in the interests of the public safety the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to add a new Article to Chapter 10, thereof, which shall be titled Article XV and which shall read in words as follows:

Article XV
Convenience Stores

Sec. 10-700. Video Surveillance Systems.

(a) Definition of Terms.

Convenience Store as defined by Chapter 46, Article 9.

Director shall mean the Director of Community Development of the City of Tucker, or their designee.

Video Surveillance System (VSS) for the purpose of this ordinance shall mean a continuous digital surveillance system including cameras, cabling, monitors, and

digital video recorders (DVR). This also includes Wi-Fi network cameras, provided that all footage can be saved and made available to the DeKalb County Police Department or any other law enforcement agency for review.

(b) *Video Surveillance Requirements.* All convenience stores and other commercial uses open to the general public which include fuel pumps as an accessory use shall:

- (1) Maintain a VSS in proper working order at all times, including outside of business hours;
- (2) Keep a VSS in continuous operation twenty-four (24) hours a day, seven (7) days a week;
- (3) Meet the minimum standards for placement of video cameras;
- (4) Meet the minimum technological standards established in this section;
- (5) Request an inspection of new construction plans or a one-time initial inspection of their VSS by the Director for the approval of the placement of all VSS;
- (6) After the initial inspection, the applicant must submit an affidavit with each application for a renewal of their ~~business license~~occupational tax certificate that the VSS is operational and in full compliance with the applicable requirements and standards in this Code; and
- (7) ~~Place their approved notice and~~Notice of presence of VSS at the register that informs the public that the premises are monitored by VSS.

(c) *Minimum Standards.* All VSS must comply with the following minimum standards of placement of video cameras and be focused in such a manner as to capture the image(s) of those approaching places identified herein below:

- (1) All VSS are required to have no less than one (1) camera dedicated to each register and/or check-out stand;
- (2) All VSS are required to have no less than one (1) camera dedicated to each entrance/exit to each structure located on the convenience store's property;
- (3) All VSS are required to have no less than one (1) camera dedicated to each fuel pump and/or electronic vehicle charging station located on the property where the convenience store operates;
- (4) All VSS are required to have no less than one (1) camera dedicated to each loading dock located on the property where the convenience store operates;

(5) All VSS are required to have no less than one (1) camera dedicated to the parking lots and/or areas designated for customer and/or employee parking located on the property where the convenience store operates;

(6) All VSS are required to have no less than one (1) camera dedicated to each of the entrances and exits to the parking lots for customer and/or employee parking; and,

(7) All VSS cameras must remain unobstructed by any display, sign, or other item.

(8) ~~Approval Notice and~~ Notice of Presence of VSS:

(A) ~~The approval notice and a~~ notice to the public that a VSS is operational, and recording must be prominently displayed at the register ~~and/or counter, check-out stand, fuel pump, and electronic vehicle charging station.~~

~~(B) In the event there is a convenience store that does not have a commercial space for customers to enter (e.g., if the station only has a payment booth for its employees where members of the public may not enter), then a copy of the aforementioned approval notice shall be placed in plain view at each pump at the services stations and at each register and/or check-out stand.~~

~~(C) Existing VSS at convenience stores as of the effective date of this ordinance will be evaluated to ensure full compliance with this section by the applicable effective dates of this ordinance.~~

(d) *Minimal technological standards.*

(1) All VSS cameras must be high resolution color cameras capable of providing:

(A) instant screen captures upon request;

(B) a digital image that clearly depicts the facial features of a person filmed; and,

(C) capable of the producing images with InfraRed (IR)/night vision camera features, as necessary during low light to satisfy the foregoing subsections.

(2) All VSS cameras must have at least the following standards:

(A) Minimal Resolution: 4MP (1440p);

(B) Image Size: 2560 x 1440;

(C) Pixels per image: 5,017,600;

(D) Aspect ratio: 16:9;

(E) A minimum of 24 Frames Per Second (24 FPS);

(F) Convert video files to mp4 standard software files and convert picture files to JPG, JPEG, or TIF standard software files.

(3) All VSS cameras must have a capability to record an area that extends no less than seventy-five (75') feet;

(4) All VSS cameras must be operated in a fixed position and not in a panning motion;

(5) All VSS cameras must display the correct date and time of each recording;

(6) All VSS must use a digital video recording device to record images from each surveillance camera in the convenience store. Each recording device must be kept in a secured location that is remote from the surveillance cameras.

(7) The convenience store shall retain the continuous digital images recorded by this system for no less than sixty (60) days.

(8) A digital video recording must be made available to appropriate law enforcement for viewing as soon as possible but no later than seventy-two (72) hours after being requested. The city encourages partnerships with private sector companies that will allow appropriate law enforcement or the Director to view in real time and if necessary, obtain copies of images captured by the private sectors' VSS.

(e) *Shared Space.* Where a convenience store shares the exterior space immediately outside with another store or business, the minimum requirements for exterior surveillance will be modified based on the area to be captured by cameras placed on the exterior of the Convenience Store. The VSS standards and requirements relative to the shared exterior space of the Convenience Store will be modified by the Director to account for the shared space and the need for the placement of cameras on the exterior of the Convenience Store.

(f) *Inspections.*

(1) The VSS shall be subject to regular inspection by the Director or appropriate law enforcement, who is authorized to inspect any such system, at reasonable times to determine whether it conforms to the requirement of this section. If the VSS does not conform, the convenience store in question shall take immediate steps to bring the system back into compliance within sixty (60) days of being notified of the VSS's non-compliance.

(2) Existing VSS at convenience stores as of the effective date of this ordinance will be evaluated to ensure full compliance with this section by the applicable effective dates of this ordinance.

(g) *Change in Location.* If a convenience store relocates to a new space, then the convenience store must obtain an initial inspection for compliance in the new location.

(h) *Effective Date.* All convenience stores that have VSS installed prior to the effective date of this ordinance shall ensure said systems are in full compliance with this section and article and obtain a written assessment approval from the Director or appropriate law enforcement by January 1, 2023, the date upon which all convenience stores must be compliant with the provisions of this ordinance.

(i) *Enforcement, Violations, and Penalties.* The provisions of this ordinance may be enforced by the Director or any appropriate law enforcement. Any person who does anything prohibited or fails to do anything required by this ordinance, upon citation by the Director or appropriate law enforcement and conviction of the violation in a court of competent jurisdiction which includes the Municipal Court of the City of Tucker, shall be subject to fine and/or imprisonment in accordance with Sec. 26-38 of the Tucker City Code.

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective January 1, 2023.

SO ORDAINED, this 12th day of September 2022.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: August 2, 2022
RE: Memo for TA-22-0002

Description for on Agenda:

First Read and Public Hearing of an ordinance (TA-22-0002) to amend the City of Tucker City Code, Chapter 46, including but not limited to parking surfaces.

Issue:

Staff is proposing to amend Article 6 (Parking Regulations, off-street parking spaces) and Article 9 (Definitions) in order to allow pervious pavement systems as a parking material for residential lots.

The parking code currently references pavers, but contradicts itself by requiring “all vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street.” Staff has seen an increase in the number of residential lots that wish to use pervious pavers for their driveways, turn arounds, etc. Allowing flexibility for pervious pavement systems will help provide more options to residents and assist with stormwater management and runoff.

Recommendation:

- Staff recommends approval of TA-22-0002.
- Planning Commission recommends approval with modifications of TA-22-0002.

Summary of Proposed Article 6 Changes:

Section 46-1451. – Parking Regulations, off-street parking spaces:

- Amend language to reference pervious pavement system

Section 46-1459. – Paving Surfaces:

- Reformat sections
- Add section for “typical residential paving surfaces” and “pervious pavement system”
- Under “pervious pavement system,” add regulations for:
 - Concrete apron
 - Defined edge for pervious pavement system
 - Maintenance requirements

Lot coverage calculations

Summary of Proposed Article 9 Changes:

Section 46-1775. – Definitions:

- Add definition for pervious pavement system

ARTICLE VI. PARKING

Sec. 46-1449. Introduction.

This article establishes the standards for the number, location, and development of motor vehicle parking facilities, standards for on-site loading areas, and standards for bicycle parking.

(Ord. No. 2016-06-07, att. (6.1.1), 7-11-2016)

Sec. 46-1450. Interpretation.

- (a) *Fractions.* Where a fractional space results during the calculation of required parking, the required number of parking spaces shall be the next lowest whole number.
- (b) *Parking space requirement not specified.* Where the parking requirement for a particular use is not described in table 6.2, and where no similar use is listed, the planning and zoning director shall determine the number of spaces to be provided based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, or other expected demand and traffic generated by the proposed use. If the planning and zoning director reasonably determines that a parking generation study should be prepared by a qualified professional, the community development director may require submission of such a study to aid the planning and zoning director in making a determination with respect to the number of required parking spaces.
- (c) *Computations for multiple floor uses within a building.* In cases where a building contains some combination of residential use, office space, retail or wholesale sales area, or bulk storage area, the planning and zoning director may determine on a proportional basis the parking and loading requirements based on separate computations for each use.

(Ord. No. 2016-06-07, att. (6.1.2), 7-11-2016; Ord. No. O2020-03-07, ex. A, 3-23-2020)

Sec. 46-1451. Parking regulations, off-street parking spaces.

Off-street parking spaces shall be provided in accordance with the following requirements:

- (1) Each application for a development permit or building permit, other than for a detached single-family residence, shall be accompanied by a parking plan showing all required off-street parking spaces, driveways, and the internal circulation system for each such parking lot.
- (2) All parking lots and spaces shall conform to the following requirements:
 - a. All vehicles shall be parked on a paved surface that is connected to and has continuous paved access to a public or private street, except as otherwise allowed in this section.
 - b. Each parking space, except those located on a single-family residential lot, shall comply with the minimum dimensions established in table 6.1. Each parking lot shall have adequate space for each car to park and exit every parking space and space for internal circulation within said parking lot.

- c. Each parking lot, except those parking spaces located on property used for single-family residential purposes, shall comply with section 46-1337, site and parking area landscaping.
- d. All parking lots and parking spaces, except those located on property used for single-family residential purposes, shall conform to the geometric design standards of the Institute of Traffic Engineers.
- e. Parking and loading shall not be permitted within the front yard in any MR, HR, O-I, or O-I-T zoning district, except for required handicapped parking. Notwithstanding the previous sentence, parking and loading shall be permitted within the front yard where provision of adequate parking spaces within the rear is impractical and upon issuance of a variance pursuant to article VII of this chapter.
- f. Parking shall not be permitted within the front yard of any property used for single-family residential purposes, except within a driveway, or in a roofed carport or enclosed garage. Within any single-family residential district, not more than 35 percent of the total area between the street right-of-way line and the front of the principal building shall be paved or covered with a pervious pavement system.
- g. No parking space, driveway or parking lot shall be used for the sale, repair, dismantling, servicing, or long-term storage of any vehicle or equipment, unless located within a zoning district which otherwise permits such use.
- h. The parking of business vehicles on private property located within residential zoning districts is prohibited. This section shall not prohibit:
 - 1. Typical passenger vehicles, with or without logos, including automobiles, pickup trucks, passenger vans, and dually trucks;
 - 2. Vehicles engaged in active farming, construction activities or contractor services on the private property, or the temporary parking (12 hours or less) of vehicles for the purpose of loading/unloading within residential zoning districts; nor
 - 3. The parking of vehicles on property located in residential zoning districts, where such property is used for an authorized nonresidential use such as a church;
 - 4. Vehicles used in law enforcement are exempt from the restrictions of this subsection.
- i. All parking lots shall conform to the requirements of section 46-1455.

Table 6.1. Minimum Parking Space Dimensions

<i>Parking Angle</i>	<i>Minimum Stall Width</i>	<i>Minimum Stall Depth</i>	<i>Minimum Parking Aisle Width</i>
Regular-sized vehicles			
90 degrees	9'	18'	24'
75 degrees	9'	19'	21'
60 degrees	9'	17'	14'
45 degrees	9'	15'	11'
Compact vehicles			
90 degrees	8.5'	15'	22'
75 degrees	8.5'	16'	20'
60 degrees	8.5'	15'	14'

45 degrees	8.5'	14'	10'
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(Ord. No. 2016-06-07, att. (6.1.3), 7-11-2016)

Sec. 46-1459. Paving surfaces.

(a) Typical commercial paving surfaces. The paving surface of required minimum on-site and off-site parking areas shall be a dust-free, all-weather material (e.g., asphalt, concrete, or pervious pavement paver system). The paving surface shall have the parking stalls, loading and unloading zones, fire lanes and any other applicable designations delineated in white or yellow paint.

(b) Typical residential paving surfaces. Residential driveways, turnarounds, and parking pads shall be a dust free, all-weather material (e.g., asphalt, concrete, or pervious pavement system).

(c) Alternative commercial paving surfaces may be used for the number of spaces that exceed 105 percent of the minimum required spaces subject to the confirmation by the planning and zoning director of the pervious nature of the alternative paving material and the numerical calculations.

- (1) Alternative paving surfaces may include living turf grass or similar ground cover, pervious pavers or concrete, stabilized grass lawn, or other pervious parking surfaces.
- (2) Driveways, access aisles and parking spaces (excluding handicapped) may be surfaced with grass lawn or other pervious parking surface serving:
 - a. Uses within 50 feet of environmentally sensitive areas identified in the comprehensive plan;
 - ab. Uses which require parking for less than five days per week during a typical month; and
 - be. Parks, playgrounds, and other similar outdoor recreation areas with less than 200 parking spaces.

(d) Pervious Pavement System.

(1) A minimum 10-foot concrete apron shall be installed at the curb cut before the start of the pervious pavement system.

(2) A pervious pavement system shall be self-contained or defined by edging to delineate the boundary of the driveway, etc.

(3) A pervious pavement system shall be maintained and free of weeds.

(4) When a pervious pavement system is used in a residential zoning district, 50% of the area covered by the pervious pavement shall be considered as impervious surface when determining compliance with lot coverage requirements. The total impervious and pervious pavement surfaces shall not exceed a factor of 1.25 of the maximum percent of lot coverage allowed for the zoning district in which the property is located.

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(Ord. No. 2016-06-07, att. (6.1.11), 7-11-2016; Ord. No. O2020-03-07 , exh. A, 3-23-2020)

(Supp. No. 11)

Created: 2022-06-09 09:21:10 [EST]

Article 9

Sec. 46-1775. - Definitions.

Pervious Pavement System means a hard surface appropriate for parking or driving that provides temporary storage of stormwater runoff and allows water to infiltrate into the subsoil below. The term “pervious pavement” shall include porous asphalt, pervious concrete, permeable interlocking pavers as described within the most current edition of the Georgia Stormwater Management Manual. Plastic grid pavers and gravel driveways are not permitted as a pervious pavement system. See also Lot coverage.

**STATE OF GEORGIA
CITY OF TUCKER**

ORDINANCE O2022-08-49

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF AMENDING THE ZONING ORDINANCE CHAPTER 46 FOR TUCKER, GEORGIA, INCLUDING REVISING ARTICLE 6 TO ADD REGULATIONS FOR PERVIOUS PAVEMENT SYSTEM; AND REVISING ARTICLE 9 TO ADD A DEFINITION FOR PERVIOUS PAVEMENT SYSTEM.

WHEREAS, The Mayor and City Council desires to promote the public health, safety, and general welfare of the residents of the city; and,

WHEREAS, the Mayor and City Council desires to provide clarity on existing regulations and provide more environmentally friendly paving solutions; and

WHEREAS, the Mayor and City Council desires to achieve compliance with all applicable state and federal regulations; and

WHEREAS, the Mayor and City Council desires to provide for protection of the constitutional rights and obligations of all citizens within the city; and

WHEREAS, the Mayor and City Council wish to revise Sec. 46-1451(2)f to include a reference to pervious pavement systems, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Sec 46-1459 to reformat the existing sections, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Sec 46-1459 to amend the language for typical paving surfaces, references to pavers, and the removal of the reference to environmentally sensitive areas, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Section 46-1459 to add sections for typical residential paving surfaces and pervious pavement systems, as shown in Exhibit A; and

WHEREAS, the Mayor and City Council wish to revise Article 9 to add a definition for pervious pavement system, as shown in Exhibit A; and

WHEREAS, Notice to the public regarding said amendment has been duly published in The Champion, the Official News Organ of Tucker; and

WHEREAS, A Public Hearing was held by the Mayor and City Council of Tucker on August 8, 2022 and September 12, 2022; and

WHEREAS, The Mayor and City Council is the governing authority for the City of Tucker;

NOW THEREFORE, the Mayor and City Council of the City of Tucker while in Regular Session on September 12, 2022, hereby ordains and approves the amendment of Articles 6 and 9 as shown in Exhibit A, which is attached to this ordinance.

SO EFFECTIVE this 12th day of September 2022.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: Tami Hanlin, City Manager
Date: September 6, 2022
RE: Memo for Ordinance on Alcoholic Beverage Catered Special Events Open to the Public[Title]

Description for on Agenda:

First Read on Ordinance to Add Special Events Section to Alcoholic Beverage Code

Issue:

Should the City Council clarify that licensed alcoholic beverage caterers may serve at public events.

Recommendation:

If the City Council wishes to establish the parameters for which licensed alcoholic beverage caterers may serve at special events open to the public, it should adopt the ordinance.

Background:

Currently, the city code allows for the licensing of alcoholic beverage caterers, but does not provide any guidance regarding special events open to the public at which such caterers may serve. This creates a situation where only licensed on-premises establishments adjacent to festivals or other special events may sell under their establishment license.

Summary:

Approval of this ordinance provides clarity that catering licenses may be used by those wishing to sell at special events.

Financial Impact:

Passage of this ordinance may cause a slight increase in revenue from fees for catering licenses and special event permits.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE CHAPTER 4 ALCOHOLIC BEVERAGES RELATING TO EVENT PERMITTING FOR ALCOHOLIC BEVERAGE CATERED FUNCTIONS OPEN TO THE PUBLIC; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Tucker, Georgia is authorized by TITLE 3 of the O.C.G.A. to adopt ordinances regarding the distribution and sale of alcoholic beverages within the city limits; and

WHEREAS, a public hearing was held by the Mayor and Council on September 12, 2022, and September 26, 2022; and

WHEREAS, this ordinance is adopted to address the interests of public health, welfare, and safety of the citizens of the City of Tucker;

NOW THEREFORE, the Mayor and City Council find that in the interests of the public safety the enactment of this ordinance by reasonable means, as allowed under state law, and not unduly oppressive is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to insert a reference in Section 4-68, thereof, which shall read in words as follows:

Sec. 4-68. - Alcohol beverage caterer license.

It is unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off-premises and in connection with a catered event or function without first having obtained an alcohol beverage catering license.

- (a) Applicants for an alcohol beverage caterer's license to sell wine and/or beer and malt beverage and/or distilled spirits for consumption off-premises in conjunction with an authorized catered function at facilities authorized for special event activities in accordance with section 4-69 must also possess a valid license issued by the City of

Tucker and the State of Georgia for the retail sale for consumption on premises of the same alcohol beverage(s).

- (b) A licensed alcohol beverage caterer may only sell that which is authorized by his/her alcoholic beverage license. For example, if the alcohol beverage caterer possesses a valid license to sell malt beverages, he/she may only sell malt beverages at the authorized catered event or function.
- (c) Those employed by a licensed alcohol beverage caterer to dispense, serve, sell or handle alcohol beverages must adhere to employee regulations as stated in sections 4-175 and 4-210, employee regulations.
- (d) Each applicant shall pay a license fee set by city council. The license will be valid for the period of no longer than one year. The alcohol beverage caterer shall apply for a new license annually in the same manner as the original period.
- (e) Copy of license; sale without licenses; separate application and separate license required for each place of business.
- (f) A copy of the license shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function and shall be available for inspection at the catered event or function during the duration of such event or function.
- (g) No alcohol beverage caterer may distribute or sell alcohol beverages during any hours prohibited in the city.

SECTION TWO

The Code of Ordinances of the City of Tucker is hereby further amended to insert a new section 4-69, thereof, which shall read as follows:

Sec. 4-69. Event Permits.

- (a) Facilities authorized for special event activities open to the public at which alcohol may be served by licensed alcoholic beverage caterers shall include:
 - (1) Authorized performing arts facilities, which means and is limited to:
 - (i) A facility which operates in a building owned by the City of Tucker;
 - (ii) A facility which has as its principal objective or business the presentation of live music, mainline dramatic arts, plays, theatre productions and stand-up comedy; which does not feature, show, allow, promote or advertise adult entertainment as defined and regulated in chapter 10, including, but not limited to,

adult dancing establishments, adult mini-motion picture theatres, adult motion picture theatres, adult motion picture arcades and erotic dance establishments.

- (2) Authorized indoor publicly owned civic and cultural centers.
- (3) Authorized indoor special event facilities.
- (4) Authorized outdoor special event locations as defined in subsection (b).

(b) Outdoor special event permit areas.

(i) Outside special event permit areas clearly marked for identification as an outdoor alcohol drinking area pursuant to a special event permit issued by the City to allow consumption outside of a licensed establishment. The license shall be granted for a maximum of three consecutive days and shall be governed by all of the other rules and regulations of the City as if the alcohol was being dispensed within an establishment licensed by the City for sale of alcohol for consumption on the premises. A permit fee established by city council, shall be charged per event payable at the time of issuance of the permit. The applicant shall be required to provide adequate security officers for the event as established by the City at the expense of the applicant.

(ii) This subsection shall apply only in the case of an event sponsored by the City. Outside in an area clearly marked for identification as an outdoor alcohol drinking area pursuant to a special event permit issued by the City Manager to allow consumption outside of a licensed establishment. The license shall be granted for a maximum of three consecutive days and shall be governed by all of the other rules and regulations of the City as if the alcohol was being dispensed within an establishment licensed by the City for sale of alcohol for consumption on the premises.

- (c) All licensed alcoholic beverage caterers desiring to engage in activities permitted by this section shall make written application to the City for the appropriate off-premises permit. The application shall include, but not be limited to, the name, address and telephone number of the applicant; the date, address and time of the proposed catered event and the licensed alcoholic beverage caterer's State license number. If an applicant has had his or her license to sell alcohol by the drink for consumption on the premises issued by another jurisdiction, the application shall be accompanied by an off-premises permit fee of \$50.00. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded. If an applicant has had his or her license to sell alcohol by the drink for consumption on the premises issued by the City, such off-premises permit fee is waived. However, such permit must still be obtained.
- (d) The City shall have authority to prescribe forms for applications. Failure to furnish any requested data shall automatically serve to dismiss the application with prejudice.

- (e) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for an off-premises permit shall be cause for the denial or revocation thereof.
- (f) If such off-premises permit is granted by the City, it shall be good only for the specific event at the specified address, for the date(s) and time set forth in the application.
- (g) Except as set forth in this section, an off-premises permit holder must comply with all other provisions set forth in this chapter.

SECTION THREE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION FOUR

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FIVE

This ordinance shall become effective immediately upon adoption.

SO ORDAINED, this 26th day of September 2022.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Contract Award for the Tucker-Northlake Trail Design

Description for on Agenda:

Contract Award for the Tucker-Northlake Trail Design

Issue:

Consideration of a contract with Heath & Lineback for the Tucker-Northlake Trail engineering design.

Recommendation:

Staff recommends awarding the design contract to Heath & Lineback in the amount of \$1,969,795.60.

Background:

As this project is partially federally funded, the GDOT procurement process was adhered to. A Request for Qualifications was issued. The City received nine submittals. An evaluation team reviewed the submittals, shortlisted the top four firms, and requested a detailed project proposal. The evaluation committee reviewed these proposals, interviewed the top two firms, and recommended the selection of Heath & Lineback. The City then began negotiations of the scope and fee proposal.

Summary:

Below is the estimated cost breakdown of the engineering fees for this project over the next four years. The City will continue to aggressively seek additional grant money.

Project Fees						
Phase		Anticipated Fiscal Year (July 1 - June 30)				Totals
		2023	2024	2025	2026	
1	Concept Development	\$265,963.38	\$0.00	\$0.00	\$0.00	\$265,963.38
2	Database Preparation	\$259,075.15	\$0.00	\$0.00	\$0.00	\$259,075.15
3	Environmental Document	\$80,000.00	\$30,000.00	\$0.00	\$26,965.80	\$136,965.80
4	Preliminary Plans	\$100,000.00	\$397,076.32	\$0.00	\$0.00	\$497,076.32
5	Right of Way Plans	\$0.00	\$50,000.00	\$11,014.62	\$10,000.00	\$71,014.62
6	Final Plans	\$0.00	\$0.00	\$450,000.00	\$219,639.56	\$669,639.56
7	Public Involvement	\$61,703.82	\$8,356.95	\$0.00	\$0.00	\$70,060.77
		\$766,742.35	\$485,433.27	\$461,014.62	\$256,605.36	\$1,969,795.60

Financial Impact:

The total financial impact over four years is estimated at \$1,969,795.60. Task Order #1 in FY 2023 is estimated at \$651,977.75. This cost will be shared by the City of Tucker, Georgia Department of Transportation, and the Tucker-Northlake Community Improvements District. Additional funding will be sought on this project and monies will be budgeted annually as necessary.

**Statement of Qualifications
to Provide
Engineering Design Services
GDOT PI# 0019054
Tucker-Northlake Trail**

RFQ #2022-009

Phase I Response

PI Number: #0019054

City of Tucker

Description: Concept Report and Preliminary Engineering for the Tucker-Northlake Trail.



Heath & Lineback Engineers, Inc.
2390 Canton Road, Bldg. 200
Marietta, GA 30066

May 3, 2022

1. Basic Company Information**a. Company Name**

Heath & Lineback Engineers, Inc.

b. Company Headquarter Address

2390 Canton Road, Building 200, Marietta, Georgia 30066

c. Contact Information

Allen Krivsky, PE, Senior Vice President/COO

(770) 424-1668

akrivsky@heath-lineback.com

d. Company Website

www.heath-lineback.com

e. Georgia Addresses

2390 Canton Road, Building 200, Marietta, Georgia 30066

209 Corporate Drive, Suite 300, Carrollton, Georgia 30117

f. Staff

Discipline	# of staff members	Discipline	# of staff members
Bridge Engineers (PEs)	12	Bridge Engineers (Graduate - EIT)	6
Roadway Engineers (PEs)	9	Roadway Engineers (Graduate - EIT)	10
Bridge Hydraulic Engineers (PEs)	2	Technician/Bridge Inspectors	2
Technicians/Interns	9	Administration	5
		Total Staff	55
H&L Home Office	51 (21 Professional Engineers)		
H&L West Georgia Office	4 (2 Professional Engineers)		

g. Ownership

Heath & Lineback Engineers, Inc., a wholly owned subsidiary of BCC Engineers, LLC, is a Georgia C Corporation, incorporated in 1994 and in continuous business since that date.

EXHIBIT II

CERTIFICATION FORM

I, W. Allen Krivsky, PE, being duly sworn, state that I am SVP/COO (title) of Heath & Lineback Engineers, Inc.

(firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

Initial each box below indicating certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The City of Tucker will review and make a determination as to whether or not the firm shall be considered further or disqualified).

☒ I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful.

☒ I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.

☒ I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.

☒ I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.

☒ I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five (5) years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.

☒ I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.

☒ I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.

☒ I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.

☒ I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm:

- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
- II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
- III. Has no significant outstanding deficient audit findings from previous contracts with the City that have not been resolved.
- IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the City of Tucker to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This 26 day of April, 20 22

Valerie Jordan

NOTARY PUBLIC

My Commission Expires: Notary Public, Cherokee County, Georgia
My Commission Expires July 26, 2023

Signature

NOTARY SEAL



EXHIBIT III

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	Heath & Lineback Engineers, Inc.
Address:	2390 Canton Road, Bldg. 200, Marietta, GA 30066
Solicitation No./Contract No.:	RFQ #2022-009
Solicitation/Contract Name:	GDOT PI #0019054, DeKalb, Tucker-Northlake Trail

CONSULTANT AFFIDAVIT

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

1362141Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)1/5/2022

Date of Authorization

Heath & Lineback Engineers, Inc.

Name of Consultant

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

W. Allen Krivsky, PE

Printed Name (of Authorized Officer or Agent of Consultant)

Senior Vice President/COO

Title (of Authorized Officer or Agent of Consultant)

W. Allen Krivsky

Signature (of Authorized Officer or Agent)

4/26/2022

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26th DAY OF April, 2022Valerie Jordan

Notary Public



[NOTARY SEAL]

My Commission Expires: Notary Public, Cherokee County, Georgia
My Commission Expires July 26, 2023

Rev. 11/01/15

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

RFQ #2022-009

Tucker-Northlake Trail Design(GDOT)

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Heath & Lineback Engineers, Inc.

CONTACT PERSON: W. Allen Krivsky, PE

ADDRESS: 2390 Canton Road, Bldg. 200

CITY: Marietta **STATE:** GA **ZIP:** 30066

PHONE: 770-424-1668 **FAX:** 770-424-2907

EMAIL ADDRESS: akrivsky@heath-lineback.com

SIGNATURE

DATE

PATRICK PETERS, PE, LEED GREEN ASSOCIATE**B.1.a EDUCATION**

Master of Science, Civil Engineering, University of Tennessee, 2011
Bachelor of Science, Civil Engineering Technology, Southern Polytechnic State University, 2008

B.1.b REGISTRATION

Professional Engineer – GA #40719
LEED Green Associate #10766128
GSWCC Level II Certified Design Professional #64868

**B.1.c RELEVANT ENGINEERING EXPERIENCE**

Patrick began working at H&L while pursuing his undergraduate degree. After graduation, he became a full-time staff member and has been with H&L for 14 years. Patrick quickly realized that his main engineering interest was in designing multi-use facilities that bring communities together and provide meaningful outdoor experiences for the public. He is skilled at working with project stakeholders to develop a design solution that is acceptable to all. Patrick has designed sidewalks, multi-use trails, pedestrian overpasses, and pedestrian tunnels. He is experienced in the various disciplines related to the design of these facilities – drainage, pavement design, right of way, signing and marking, utility relocation, grading, erosion control, sidewalk/trail amenities, and signage. Patrick has managed projects that required coordination with many different agencies including Georgia DOT, cities and counties, the National Park Service, railroads, and transit facilities.

B.1.d RELEVANT PROJECT MANAGEMENT EXPERIENCE

Assistant Project Manager for City of Chamblee Rail-Trail Concept Design, City of Chamblee, GA. This was a study focused on developing a conceptual design to extend the existing Chamblee Rail-Trail eastward from its current terminus behind Walmart for 0.90 miles to Chamblee-Dunwoody Way. The trail passes along existing easements of an abandoned rail line close to existing development.

Patrick coordinated with stakeholders, developed conceptual design and construction cost estimates, assisted in creating implementation strategies for the client, evaluated and identified corridor and alternate locations for the multi-use path, and assisted in writing the concept document.

Relevance: Project management, pedestrian improvements

Project Manager for Peachtree Creek Greenway Trail from Atlanta to North Druid Hills Road – Phase II, City of Brookhaven, Brookhaven, GA (PI #0016053). This project provides complete design services for the extension of the Peachtree Creek Greenway Trail. Phase II of the trail begins on the north side North Druid Hills Road at the termination of Phase I construction and crosses under North Druid Hills Road. This area is challenging with side long ground, steep creek bank slopes, and limited space to squeeze between existing buildings. The design requires extensive use of walls. The environmental document is a Categorical Exclusion (CE). The project is being developed with a GDOT approved concept report, with alternate alignments.

Patrick is providing complete project management, developing and maintaining scope, schedule, and budget. He directs all design tasks, coordinates all subconsultant activities, ensures all milestones are met and ensures adherence to quality procedures.

Relevance: Project management, pedestrian improvements

Project Manager for Atlanta BeltLine Northeast Corridor Trail, Atlanta BeltLine, Inc., Atlanta, GA (PI #0009395). This project provides engineering and consulting services, construction bidding services, and construction administration services for this new section of the Atlanta BeltLine. The trail will be a concrete multi-use path, and the typical corridor section will include adjacent and parallel double-track light rail transit, plantings, lighting, retaining walls, vertical connection to adjoining streets, green infrastructure storm drainage design, stream bank restoration/mitigation, signage and wayfinding, and replacement/rehabilitation of bridges. The scope of work includes streetscape and complete street improvements on streets that intersect with the BeltLine. This project received federal funding with a local let and requires full compliance with the GDOT PDP.

Patrick is providing complete project management, developing and maintaining scope, schedule, and budget. He directs all design tasks, coordinates all subconsultant activities, ensures all milestones are met and ensures adherence to quality procedures.

Relevance: Project management, pedestrian improvements

Project Manager for Peachtree Creek Greenway Trail from Atlanta to North Druid Hills Road – Phase II, City of Brookhaven, Brookhaven, GA (PI #0016053). This project provides complete design services for the extension of the Peachtree Creek Greenway Trail. Phase II of the trail begins on the north side North Druid Hills Road at the termination of Phase I construction and crosses under North Druid Hills Road. This area is challenging with side long ground, steep creek bank slopes, and limited space to squeeze between existing buildings. The design requires extensive use of walls. The environmental document is a Categorical Exclusion (CE). The project is being developed with a GDOT approved concept report, with alternate alignments.

PATRICK PETERS, PE, LEED GREEN ASSOCIATE

Patrick is providing complete project management, developing and maintaining scope, schedule, and budget. He directs all design tasks, coordinates all subconsultant activities, ensures all milestones are met and ensures adherence to quality procedures.

Relevance: Project management, pedestrian improvements

Project Manager for PATH400 Trail (PI #0010521 & 0015997), Livable Buckhead and The City of Atlanta, Atlanta, GA. This environmentally responsible trail provides recreational and social opportunities, as well as a sense of identity, to nearly 45,000 Buckhead residents. The trail includes walking and biking connections to local schools and to commercial business districts. The design for the trail was based upon public engagement and consists of an 8'-14' wide hard surface, multi-use trail for bicyclists, skaters, walkers, runners, and motorized wheelchairs. Several sections of the trail run parallel to existing roadway along Lenox Road and Piedmont Road. Segments of this project received federal funding and required full compliance with the GDOT PDP.

Patrick provided complete project management, developing and maintaining scope, schedule, and budget. He directed all design tasks, coordinated all subconsultant activities, ensured all milestones were met and ensured adherence to quality procedures.

Relevance: Project management, pedestrian improvements

Project Manager for Follow Me Multi-Use Facility & Pedestrian Overpass at Victory Drive, Columbus Consolidated Government, Columbus, GA (PI #0012579 & 0007633). This project was for the design of a pedestrian facility along an old, abandoned railroad line and included a pedestrian overpass at Victory Drive. The facility features a trail path, parking areas, pocket parks, road crossings, trail structures, and landscaping. This project received federal funds with a local let and required full compliance with the GDOT PDP.

Patrick provided complete project management services - monitoring and managing scope, schedule, and budget; ensuring all milestones were met and ensuring quality control/quality assurance guidelines were followed.

Relevance: Project management, pedestrian improvements, pedestrian bridge

Project Manager for Kennesaw Mountain Pedestrian Improvements, Cobb County Department of Transportation, Cobb County, GA (PI #0015279). This project was for complete design of multi-use trails along three road in Cobb County. Services included survey, environmental studies, preliminary and final design, pedestrian signal design, right of way plans, construction plans, public involvement, and cost estimates. This project had federal funds and required a Georgia Department of Transportation PDP review and coordination with the National Park Service.

Patrick provided complete project management, developing and maintaining scope, schedule, and budget. He directed all design tasks, coordinated all subconsultant activities, ensured all milestones were met, and ensured adherence to quality procedures.

Relevance: Pedestrian improvements

Project Manager for Noonday Creek Trail Extension Scoping Study and Design, Cherokee County and City of Woodstock, Woodstock, GA (PI #0015036/0016015). This project provided concept development, engineering and design, public involvement, and environmental services for a pedestrian facility along the Noonday Creek. The focus of the concept study was to create a solid concept plan based on detailed engineering that would serve as the scoping document, provide the basis for the environmental document, and provide support for obtaining funding for right-of-way acquisition and construction. The engineering and design scope of services included trail and pedestrian bridge design; retaining wall design; survey; environmental studies and permitting; public outreach; right of way plans; construction easement plans; deed research; FEMA floodplain map no-rise certifications; erosion, sedimentation, and pollution control plans; encroachment permits; utility coordination; and bid document preparation and bid assistance. The project received federal funding with a local let and required full compliance with the GDOT PDP.

Patrick provided complete project management, developing and maintaining scope, schedule, and budget. He directed all design tasks, coordinated all subconsultant activities, ensured all milestones were met and ensured adherence to quality procedures.

Relevance: Project management pedestrian improvements, pedestrian bridge

B.1.e RELEVANT EXPERIENCE

Patrick is experienced in managing locally sponsored, federally funded trail projects with GDOT oversight. He is GDOT PDP certified, and he is experienced in all GDOT processes and manuals including the Plan Development Process (PDP), GDOT Design Policy Manual, AASHTO Guide for the Development of Bicycle Facilities, Pedestrian and Streetscape Guide, NACTO Guides, Driveway Encroachment Guidelines, PPG, EDG, MUTCD, and AASHTO Guidelines. Many of Patrick's projects have been completed to GDOT standards. He is experienced with concept reports, preliminary and final construction plans, right-of-way plans and environmental documents needed for project completion. He is very knowledgeable about AASHTO guidelines and MS4 requirements. Patrick is proficient in Microstation, HY8, AASHTOWare, HEC-RAS, Green Infrastructure Design (MS4), InRoads, and AutoCAD Civil 3D.

PATRICK JAMES, PE**B.2.a EDUCATION**

Bachelor of Science, Civil Engineering, Georgia Southern University, 2014

B.2.b REGISTRATION

Professional Engineer – Georgia #45351

B.2.c RELEVANT EXPERIENCE

Patrick began working at H&L as a full-time staff member after receiving his undergraduate degree in 2014. He has 8 years of experience designing in a variety of disciplines, including roadway, bridge/structural, site design, and transit projects. Patrick, being an avid outdoor enthusiast, narrowed his focus to pedestrian-related facilities after seeing the enjoyment and unique outdoor experiences they bring. He has since served as Lead Design Engineer or Design Engineer on a number of pedestrian projects and all that encompasses, including pavement design, signage, drainage, signing and marking, right of way, grading, utility relocation, erosion control and sidewalk/trail amenities. He is experienced in Microstation, InRoads, OpenRoads, and AutoCAD Civil 3D.

Design Engineer for Albany Technical College Pedestrian Bridge Design-Build, Georgia State Financing & Investment Commission, Albany, GA. This project provided design and construction of a pedestrian bridge over Slappey Boulevard. The scope of services included preliminary plan and elevation layout, preliminary and final abutment/approach design with alternate design for an elevator shaft, preliminary construction plans, utility coordination, GDOT coordination, and construction services [responding to Requests for Information (RFIs) and Non Conformance Work Reports (NCWR)], shop drawing review, and project renderings). Patrick was responsible for design of substructure supports of the pre-manufactured unit, two concrete masonry unit (CMU) buildings to serve as elevator shafts, drainage system, and multiple structural steel components including stairs, platforms, and roofs. He produced construction plans; grading and drainage plans; and erosion, sedimentation, and pollution control plans.

Relevance: Pedestrian bridge design

Lead Design Engineer for Peachtree Creek Greenway Trail from Atlanta to North Druid Hills Road – Phase II, City of Brookhaven, Brookhaven, GA (PI #0016053). This project provides complete design services for the extension of the Peachtree Creek Greenway Trail. Phase II of the trail begins on the north side North Druid Hills Road at the termination of Phase I construction and crosses under North Druid Hills Road. This area is challenging with side long ground, steep creek bank slopes, and limited space to squeeze between existing buildings. The design requires extensive use of walls. The environmental document is a Categorical Exclusion (CE). The project is being developed with a GDOT approved concept report, with alternate alignments. Patrick is responsible for designing the trail corridor and multiple structures throughout the project to support the trail such as retaining walls and multiple bridge types. Patrick also is leading the development of construction plans; erosion, sedimentation, and pollution control plans; signing and marking plans; utility relocation plans; grading plans; and right-of-way plans.

Relevance: Pedestrian improvements

Lead Design Engineer for Atlanta BeltLine Northeast Corridor Trail, Atlanta BeltLine, Inc., Atlanta, GA (PI #0009395). This project provides engineering and consulting services, construction bidding services, and construction administration services for this new section of the BeltLine. The trail will be a concrete multi-use path, and the typical corridor section will include adjacent and parallel double track light rail transit, plantings, lighting, retaining walls, vertical connection to adjoining streets, green infrastructure storm drainage design, stream bank restoration/mitigation, signage and wayfinding, and replacement/rehabilitation of bridges. The scope of work includes streetscape and complete street improvements on streets that intersect with the BeltLine. This project received federal funding with a local let and requires full compliance with the GDOT PDP. Patrick's responsibilities include complex pedestrian bridge design, retaining wall design, tunnel design, and rehabilitation/adaptation of existing bridges for pedestrian use. He is leading the development of construction plans; erosion, sedimentation, and pollution control plans; signing and marking plans; utility relocation plans; grading plans; and right-of-way plans.

Relevance: Pedestrian improvements

Design Engineer for Bob Callan Trunk Trail Phase II - Segment B, Cobb County Department of Transportation, Cobb County, GA. This project provided complete design services for a 10-foot-wide, 0.40-mile multi-use trail to enhance connectivity throughout Cobb County. The trail includes a crossing at Rottenwood Creek and a trailhead. Patrick was responsible for designing, coordinating, and producing construction plans for an aesthetic retaining wall to support the trailhead.

Relevance: Pedestrian improvements

B.2.d RELEVANT EXPERIENCE

Patrick is has worked on multiple locally let federally funded projects with GDOT oversight over his 7 years. He has led trail and roadway design projects in accordance with the GDOT PDP, PPG, and EDG. He is experienced with GDOT's Drainage Manual, Driveway Encroachment Manual, Design Policy Manual, AASHTO Guide for the Development of Bicycle Facilities, Pedestrian and Streetscape Guide, NACTO Guides, AASHTO Geometric Design, Roadside Design Guides, MUTCD, and Signing and Marking Manual.

JOSH EARTHART**B.2.a EDUCATION**

Bachelor of Science, Zoology, Montana State University, 1986

B.2.b REGISTRATION

n/a

B.2.c RELEVANT EXPERIENCE

Josh serves as a Senior Environmental Specialist for the firm. He has 21 years of experience as a NEPA Planner on transportation-related projects including roadway improvements, bridge replacement and improvements, safety projects, sidewalk, multi-use trail, and Livable Centers Initiative (LCI) funded projects. Mr. Earhart has worked with the Federal Highway Administration (FHWA) and the Georgia Department of Transportation (GDOT), National Park Service (NPS), and numerous Georgia County DOT and local municipalities for preparation of documents in accordance with the National Environmental Policy Act (NEPA) of 1969, the Georgia Environmental Policy Act (GEPA) of 1991, Section 106 of the National Historic Preservation Act (NHPA) of 1966 and Section 4(f) of the U.S. Department of Transportation Act of 1966.

Environmental Planner for Rogers Bridge Pedestrian Bridge and Multi-Use Trail, Fulton and Gwinnett Counties, GA. Josh was responsible for assessing impacts from replacement of the historic steel truss Rogers Road Bridge over the Chattahoochee River. A pedestrian bridge and multi-use trail approaches would connect recreational uses and parks on both sides of the river. The bridge is considered eligible for listing on the National Register of Historic Places, and as such replacing it represented a 'transportation use' as defined by Section 4(f) the US DOT Act of 1966. In addition to preparation of a NEPA Categorical Exclusion (CE) document for review and approval by FHWA, a Bridge Programmatic Section 4(f) analysis was also prepared and included with the NEPA document. In addition to analysis required by NEPA extensive coordination with numerous stakeholders including two cities, two counties, GDOT, FHWA, and National Park Service, and robust public outreach program.

Relevance: Environmental services for pedestrian bridge

Environmental Lead for Peachtree Creek Greenway – Phase II, Brookhaven, GA. Josh is responsible for analysis of impacts to environmental resources from construction of an approximately 0.9-mile greenway trail beginning at Brookhaven's western city limit and following the North Fork of Peachtree Creek to the existing Phase I trail head off North Druid Hills Road. The project consists of a 14-foot-wide trail and multiple bridge structures along the creek. Additional responsibilities included coordinating public outreach efforts, consultation with local, state, and federal stakeholders, and preparation of a NEPA CE for review and approval by GDOT and FHWA.

Relevance: Environmental services for pedestrian facility

Environmental Lead for Noonday Creek Multi-Use Trail, Cobb County, GA. Josh was responsible for analysis of environmental impacts and preparation of several NEPA documents as a result of multiple project schedules and funding sources. NEPA documentation included two CE for FHWA and an EA to comply with National Park Service (NPS) requirements. Successful coordination with numerous stakeholders, including local Community Improvement District, county DOT, GDOT, FHWA, and NPS was a crucial aspect for success of the project. The project consisted of construction of a 10-foot-wide multi-use trail between Kennesaw Mountain National Battlefield Park and Bells Ferry Road. The total project length was approximately 6.0 miles.

Relevance: Environmental services for pedestrian facility

Environmental Planner for Chattahoochee Hill Country Regional Greenway Trail System, Douglas County, GA. Josh was responsible for assessing impacts from construction of this 0.75-mile multi-use trail within the boundary of the Boundary Waters Park. Impacts from the trail resulted in preparation of a Nationwide Permit from the US Army Corps of Engineers as a result of impacts to jurisdictional wetlands. Boundary Waters Park is a Section 4(f) Resource, and as a result the project required analysis of impacts to the resource and coordination with county representatives to assess impairment to current activities, features, and attributes of the park. As a result of the assessment, a Section 4(f) evaluation was not required.

Relevance: Environmental services for pedestrian facility

B.2.d RELEVANT EXPERIENCE

As a NEPA Planner, Josh has training and first-hand knowledge utilizing GDOT processes and procedures including the GDOT Plan Development Process (PDP) and the GDOT Environmental Procedures Manual (EPM). Josh has worked on a variety of GDOT projects throughout all project development phases, from concept through construction letting, and has first-hand knowledge of the GDOT PDP process. Josh has experience managing all resource special studies, coordinating with Project Managers and engineers on design issues, developing schedules for environmental deliverables, and preparing NEPA documents in accordance with the GDOT EPM. Josh has experience in implementing GDOT's Environmental Policy Manual. He has participated in the Georgia Partnership for Transportation Quality (GPTQ) NEPA sub-committee as a means to maintain open communication and strengthen relationships with GDOT OES staff. He has also participated in the GPTQ Transportation Forum, and he has extensive knowledge and experience with the GDOT Plan Development Process (PDP). His training includes FHWA Fundamentals of NEPA and Environmental Documentation, NEPA Cumulative Effects Analysis and Documentation, Interagency Consultation for Endangered Species, Section 4(f) Compliance for Historic Properties, Indirect and Cumulative Impacts in NEPA, Fundamentals of Title VI/Environmental Justice, and the GDOT Plan Development Process.

JIM SECRIST, PLS**B.2.a EDUCATION**

Southern College of Technology, Marietta, GA Associates of Civil Engineering Technology – Surveying Option, 1987

B.2.b REGISTRATION

GA Professional Land Surveyor #2526

B.2.c RELEVANT EXPERIENCE

Jim has 40 years of surveying experience. At SEI, he is responsible for the management of surveying projects and survey personnel. He has extensive experience in the office and field for Georgia boundary and ALTA/ACSM land title surveys, topographic mapping, roadway and utility route surveying, infrastructure inventory, as-builts surveys, and GPS for control and State Plane Coordinates.



Survey Project Manager for Kennesaw Mountain Pedestrian Improvements Survey: Burnt Hickory Road, Dallas Hwy. and Cheatham Hill Road, (X2404, PI #001138), Cobb County, GA. SEI completed the survey for this pedestrian trail project. Traditional field run survey was used to complete this 3-mile trail project. This full scope survey database included establishing existing right of way, property lines, and topography along the route. All data was processed, verified for accuracy and delivered in MicroStation/InRoads format, per GDOT standards.

Relevance: Survey for pedestrian improvements

Survey Project Manager for Noonday Creek Trail Extension from SR 92 to Noonday Creek Park (PI #0016015) Cherokee/Cobb County, GA. Survey Project Manager for this Multi-use Trail project. SEI utilized aerial drone LiDAR and drone photogrammetry to supplement the traditional field run survey efforts. The survey database was processed and delivered, per GDOT standards.

Relevance: Survey for pedestrian improvements

Survey Project Manager for West Atlanta Street Trail (Cobb County Project #X2412) Cobb County, GA. This recently completed project consisted of full scope survey of West Atlanta Street from Dunn Ave to Pearl Street in Marietta for database preparation for the design of additional bike paths along West Atlanta Street. SEI utilized aerial drone LiDAR and drone photogrammetry to supplement the traditional field run survey efforts. All information gathered was processed and verified for accuracy and imported into Microstation/InRoads format, per GDOT standards.

Relevance: Survey for pedestrian improvements

Survey Project Manager for Big Creek Greenway, Alpharetta, GA. This recently completed project consisted of full scope survey of the future trail route. SEI utilized aerial drone LiDAR and drone photogrammetry to supplement the traditional field run survey efforts that included property and topographic database. All information was gathered and delivered, per GDOT standards.

Relevance: Survey for pedestrian improvements

Survey Project Manager for Major Mobility Investment Program (MMIP), Georgia Department of Transportation (GDOT), Atlanta, GA. SEI is a member of the Program Management Consultant (PMC) team for these projects. SEI Survey is responsible for full database checks on the GEC survey consultant databases on the SR400 Express Lanes, I-285 Top End, I-285/I-20 East Interchange, I-285/I-20 West Interchange, & I-75 Commercial Vehicle Lanes. All information gathered is processed, verified, analyzed, and returned to the GEC survey consultant with comments.

Relevance: Survey for transportation infrastructure improvements

Survey Project Manager SR 20-Canton to Cumming (PI #0014131, 0014132 & 0014133) Cherokee and Forsyth Counties, GA. SEI established primary and secondary survey control along the 400 ft wide, 10-mile-long route, resolved the existing right of way considering over 500 individual parcels and worked with the aerial LiDAR consultant to identify all obscured areas and performed all ground run topographic survey work to complete these areas. All information gathered was then processed, verified for accuracy and imported into MicroStation/InRoads format, per GDOT standards.

Relevance: Survey for transportation infrastructure improvements

B.2.d RELEVANT EXPERIENCE

Jim is experienced in utilizing GDOT Open Roads Database for delivery of survey database for projects that include Pedestrian Upgrades @ 27 Locations in Bartow and Gordon Counties (PI # 0013691), Bridge Survey over Dunbar Creek @ Sea Island (PI # 00140914), and Bridge Survey over W. Chickamauga Creek on Red Belt Rd (PI #0016607). He is knowledgeable about GDOT's Standard Specifications and Details, Plan Assembly Guides, ADA Guidelines, and FHWA Policies. Jim is experienced in GDOT's Automated Survey Manual, Electronic Data Guidelines (EDG), and Preparation Guide (PPG).

SHAWN FLEET, PE**B.2.a EDUCATION**

Bachelor of Science in Civil Engineering Technology, Southern Polytechnic State University, 1997

B.2.b REGISTRATION

Professional Engineer – Georgia #25627

GSWCC Level II Certified Design Professional

**B.2.c RELEVANT EXPERIENCE**

Shawn is an experienced utility coordinator and has served in that role on many of our roadway and pedestrian improvement projects. His experience includes coordinating and tracking first and second utility submittals and responses, mitigating utility conflicts and modifying the design where needed, reviewing design plans and preparation of the utility conflict analysis, reviewing utility work plans, and recommending for approval. He also reviews cost estimates, schedules, prior rights determinations, and agreements for relocation. Shawn ensures owner requirements for utility certification are met, and he facilitates and leads meetings involving utility-specific activities.

Lead Utility Coordinator for Bill Carruth Parkway Multi-Use Trail, Paulding County Department of Transportation, Paulding County, GA. This project was for concept, preliminary, and final design of a multi-use trail along Bill Carruth Parkway from the Norfolk Southern Bridge and tying to the existing trail at Wellstar Hospital. The trail included a bridge crossing and tie-in to the Silver Comet Trail. The scope of work included determining location of the trail (west or east side of road), right-of-way impacts, environmental impacts, and pedestrian usability. As Lead Utility Coordinator, Shawn was responsible for coordinating and tracking first and second utility submittals and responses, mitigating utility conflicts and modifying the design where needed, reviewing design plans and preparation of the utility conflict analysis, reviewing utility work plans, and recommending for approval. He also reviewed cost estimates, schedules, prior rights determinations, and agreements for relocation. Shawn ensured owner requirements for utility certification were met, and he facilitated and led meetings involving utility specific activities.

Relevance: Utility coordination for pedestrian improvements

Project Manager, Lead Roadway Engineer, and Lead Utility Coordinator for Seven Hills Boulevard Extension, Paulding County Department of Transportation, Paulding County, GA. This project extended an existing two-lane roadway on the new alignment for a distance of 2.1 miles with an eight to a 20-foot median, 11-foot travel lane, and four-foot paved shoulder in each direction. Design challenges included minimizing impacts to residential and commercial development properties, saving a historically significant barn structure, designing multiple side road tie-ins, and meeting an aggressive project schedule. As Lead Utility Coordinator, Shawn was responsible for coordinating and tracking first and second utility submittals and responses, mitigating utility conflicts and modifying the design where needed, reviewing design plans and preparation of the utility conflict analysis, reviewing utility work plans, and recommending for approval. He also reviewed cost estimates, schedules, prior rights determinations, and agreements for relocation. Shawn ensured owner requirements for utility certification were met and facilitated and led meetings involving utility-specific activities.

Relevance: Utility coordination for transportation improvement project

Lead Utility Coordinator for Greenfield Road Widening and Culvert Replacement, Dallas, GA. This project provided 650 feet of roadway widening design and included hydrology and hydraulic studies and design for two culvert crossings. The typical section consists of two lanes in each direction with a flush median/left turn lane and curb and gutter. Variable width shoulders were provided to avoid impacts to properties, environmental resources and utilities. A right turn lane (approximately 100 feet) was added from Greenfield Road to US 278. Shawn was responsible for coordinating and tracking first and second utility submittals and responses, mitigating utility conflicts and modifying the design where needed, reviewing design plans and preparation of the utility conflict analysis, reviewing utility work plans, and recommending for approval. He also reviewed cost estimates, schedules, prior rights determinations, and agreements for relocation. Shawn ensured owner requirements for utility certification were met, and he facilitated and led meetings involving utility specific activities.

Relevance: Utility coordination for transportation improvement project**B.2.d RELEVANT EXPERIENCE**

Shawn is experienced in all GDOT processes and manuals including the Plan Development Process (PDP), GDOT Design Policy Manual, Driveway Encroachment Guidelines, Plan Presentation Guide (PPG), and GDOT Electronic Data Guidelines (EDG). A majority of his projects have been completed to GDOT standards. Shawn is GDOT PDP certified. He is experienced with concept reports, preliminary and final construction plans, and environmental documents needed for project completion. Shawn is very knowledgeable about AASHTO guidelines and MS4 requirements. He is experienced with the GDOT Utility Accommodation Policy and Standards (UAM).

B.3.a Client name, project location and dates		
City of Chamblee	Chamblee, GA	7/2015 – 7/2016
B.3.b Description of overall project and services performed		
Chamblee Rail-Trail Extension Concept Study - As part of the implementation of the Town Center Master Plan, the City of Chamblee was granted an LCI Supplemental Study Grant from the Atlanta Regional Commission in the Summer of 2015. The H&L Team was selected to perform the study that focused on developing a conceptual design to extend the existing Chamblee Rail-Trail eastward from its current terminus behind Walmart for 0.90 miles to Chamblee-Dunwoody Way. The trail passes along existing easements of an abandoned rail line in close proximity to existing development. The study was completed in the Summer of 2016. The project achieved a number of community objectives including: 1. Facilitating Transit Oriented Development around the Chamblee MARTA Station. Redevelopment is already occurring at both ends of the existing Rail-Trail, providing economic stimulus to the TOD. 2. Creating a public amenity - a new city park at the junction of the Rail-Trail - that will provide public recreation and enhance redevelopment of the adjacent MARTA tract. 3. Improving water quality through development of a modern storm water management facility to meet current NPDES standards, 4. Providing pedestrian and bicycle connectivity by converting an abandoned rail corridor to a public amenity - a much needed trail extension through the heart of downtown. This study was built upon the success of the previous LCI studies and makes Chamblee one of the best examples of Transit Oriented Development in the region. As part of the planning process, the project team assembled a Stakeholder Group, made up of representatives for local land owners and developers, which provided guidance in formulating the study's recommendations. The group met several times throughout the process to present draft concepts to and collect feedback from the public. At the August 2016 Council Work Session, the H&L Team presented their draft report.		
B.3.c Duration of project services provided	12 months	Overall Budget: \$130k
B.3.d Experience utilizing GDOT specific processes, manuals, or guidance	PDP, Environmental Procedures, stakeholder and public coordination, draft GDOT Concept Report	
B.3.e Client(s) current contact information	Jon Walker, (470) 395-2310, jwalker@chambleega.gov	
B.3.f Involvement of Key Team Leaders	Patrick Peters – Assistant Project Manager, Josh Earhart – Lead NEPA	

B.3.a Client name, project location and dates		
Livable Buckhead, Inc.	Atlanta, GA	9/2011 – 3/2017
B.3.b Description of overall project and services performed		
PATH400 Multi-Use Trail - H&L provided engineering design services for this 5.2-mile PATH400 Trail. The environmentally responsible trail provides recreational and social opportunities and a sense of identity to Buckhead residents. The trail includes walking and biking connections to local schools and to commercial business districts. There are several trail 'moments' along the route, including parks, a water feature, and the City of Atlanta's oldest cemetery. The design for the trail was based upon public engagement conducted prior to design initiation and consists of an 8'-14' wide hard surface, multi-use trail for bicyclists, skaters, walkers, runners, and motorized wheelchairs. Multiple bridges and retaining walls were necessary and involved heavy coordination with the City of Atlanta, MARTA, GDOT, and Norfolk Southern Railroad. Several sections of the trail run parallel to existing roadway along Lenox Road and Piedmont Road. These roads were reduced in travel width (road 'diet') to create room within available right-of-way to build the new trail behind the curb. The trail offers four completely different trail experiences – typical multi-use (through a wooded area), commercial/urban, historic residential, and infrastructure (adjacent to transportation such as MARTA). The trail is designed in accordance with AASHTO standards. The scope of services included concept design and approval, environmental clearance, preparation and approval of final plans, and public engagement.		
B.3.c Duration of project services provided	66 months	Overall Budget: \$27M
B.3.d Experience utilizing GDOT specific processes, manuals, or guidance	PDP, Environmental Procedures, Design Policy, Drainage, Bridge Design, PPG, EDG, Signing & Marking, MS4	
B.3.e Client(s) current contact information	Denise Stirling, (404) 842-2682, denise@livablebuckhead.org	
B.3.f Involvement of Key Team Leaders	Patrick Peters – Project Manager, Josh Earhart – Lead NEPA, Shawn Fleet – QC Review	

B.3.a Client name, project location and dates		
Atlanta BeltLine, Inc.	Fulton County, GA	5/2018 – 5/2023
B.3.b Description of overall project and services performed		
Atlanta BeltLine Northeast Corridor - Atlanta BeltLine, Inc. selected the H&L team to provide design engineering and consulting services, construction bidding services, and construction administration services for the Atlanta BeltLine Northeast Trail. This new trail segment will start at Monroe Drive and end at the Lindbergh MARTA Station. The Northeast Corridor Trail will provide an important sector of the whole trail by creating connectivity to the intersecting trails of PATH400, North Fork Peachtree Creek (via the Cheshire Farm Trail), and South Fork Peachtree Creek. The trail will be a concrete multi-use path, and the typical corridor section will include adjacent and parallel double track light rail transit, plantings, lighting, retaining walls, vertical connection to adjoining streets, green infrastructure storm drainage design, stream bank restoration/mitigation, signage and wayfinding, and replacement/rehabilitation of bridges. Multiple bridges and retaining walls were necessary and involved heavy coordination with the City of Atlanta, MARTA, GDOT, CSX Transportation, and Norfolk Southern Railroad, as the trail crosses railroad right-of-way in three separate locations. The scope of work includes streetscape and complete street improvements on streets that intersect with the BeltLine. H&L's services include public outreach/public involvement, extensive stakeholder coordination, environmental documentation and special studies, trail planning, trail design, structural design, hydraulic design, survey, landscape architecture, geotechnical, materials testing, hazardous waste/Georgia		

Voluntary Brownfield Program, and original artwork.

This project received federal funding with a local let and required full compliance with the GDOT Plan Development Process (PDP).

B.3.c Duration of project services provided	60 months	Overall Budget: \$110M
B.3.d Experience utilizing GDOT specific processes, manuals, or guidance	PDP, Environmental Procedures, Design Policy, Drainage, Bridge Design, Driveway Encroachment, Pavement Design, PPG, EDG	
B.3.e Client(s) current contact information	Shaun Green, (404) 477-3003, sgreen@atlbellline.org	
B.3.f Involvement of Key Team Leaders	Patrick Peters – Project Manager, Patrick James – Lead Trail Designer, Josh Earhart – Lead NEPA, Shawn Fleet – QC Review	

B.3.a Client name, project location and dates		
City of Brookhaven	Brookhaven, GA	Master Plan – 4/2015 – 10/2016 Phase II - 7/2020 – 12/2023
B.3.b Description of overall project and services performed		
Peachtree Creek Greenway Trail Master Plan and Design of Phase II from Atlanta to North Druid Hills Road - H&L was selected to develop a Master Plan for the Peachtree Creek Greenway. The Peachtree Creek Greenway (PCG) Master Plan coalesces the desires of Brookhaven residents, City and DeKalb County officials, local businesses and non-profits to realize the development of a multi-purpose linear park along the North Fork of Peachtree Creek. The PCG is the City of Brookhaven's section of the larger proposed PCG, envisioned itself to link to the wider Atlanta trail system. The Master Plan lays out the proposed details of the 2.7 mile linear park – envisioned to feature a series of trails including nature trails, paved multi-purpose trails, and paved promenade trails near the revitalized corridor dotted with residences, offices, restaurants, bike rental stands, coffee shops and picnic areas – the plan suggests alignment, amenities, design specifications, and implementation strategy. H&L is now providing complete design services for Phase II of the trail which begins on the north side of North Druid Hills at the termination of Phase I construction near the new parking area. This area is challenging, with side long ground, steep creek bank slopes, and limited space to squeeze between existing buildings (particularly the Shell station and the Kenco-Buford apartments), and is designed as mostly a boardwalk and bridge structure along the creek – with some areas even being constructed from the proposed bridge itself (top-down construction). The environmental document is assumed to be a Categorical Exclusion. H&L is analyzing alternate alignments as required by the GDOT concept development protocols. All work is being completed in accordance with the GDOT PDP.		
B.3.c Duration of project services provided	Master Plan – 18 months Phase II Design – 41 months	Overall Budget: Master Plan - \$153k (fee) Phase II - \$25M
B.3.d Experience utilizing GDOT specific processes, manuals, or guidance	PDP, Environmental Procedures, Design Policy, Drainage, Bridge Design, PPG, EDG, Signing & Marking, MS4	
B.3.e Client(s) current contact information	Steve Chapman, (404)-637-0620, steve.chapman@brookhavenga.gov (Ph. II) Joe Gebbia, (404) 637-0718, joe.gebbia@brookhavenga.gov (Master Plan)	
B.3.f Involvement of Key Team Leaders	Patrick Peters – Assistant PM for Master Plan and Project Manager for Phase II Design, Patrick James – Lead Trail Engineer, Josh Earhart – Lead NEPA, Shawn Fleet – QC Review	

B.3.a Client name, project location and dates		
Cobb County Department of Transportation	Cobb County, GA	7/2017 – 3/2020
B.3.b Description of overall project and services performed		
Kennesaw Mountain Pedestrian Improvements - This project (PI #0015279) is one of several trail connections to and from the Kennesaw Mountain National Battlefield Park, one of the busiest National Battlefield Parks in America. As part of Cobb County's Trail Master Plan, the project consists of three separate segments: Cheatham Hill Road from Powder Springs Road (SR 360) to John Ward Road, Whitlock Avenue (SR 120) from John Ward Road to Cheatham Hill Drive (internal road within the Park), and Burnt Hickory Road from Whitlock Avenue to the National Park Service (NPS) parking lot near Old Mountain Road. The implementation of all three segments of this project is being accomplished through a partnership between Cobb County, the National Park Service (NPS), the Georgia Department of Transportation, and the City of Marietta. The middle segment consists of the installation of curb and gutter, a 10' wide side-path trail, and longitudinal drainage system along SR120 (two-lane GDOT roadway with rural shoulders) and is entirely within GDOT right-of-way and Kennesaw Mountain National Battlefield Park boundary. These three trails will provide access to parts of the park that were previously unavailable, complete critical pedestrian connections, and reduce the number of cars entering the park. H&L is providing complete design for the three side-paths. Services include survey, coordination for environmental studies and documentation, preliminary and final design, pedestrian signal design, right-of-way plans, construction plans, public involvement, and cost estimates. The project includes federal funds from both FHWA and NPS and is being developed through the Georgia Department of Transportation (GDOT) PDP (Plan Development Process). Project design also requires coordination with the National Park Service and an approved NEPA document by both FHWA and NPS.		
B.3.c Duration of project services provided	32 months	Overall Budget: \$13M
B.3.d Experience utilizing GDOT specific processes, manuals, or guidance	PDP, Design Policy, Drainage Manual, PPG, Driveway Encroachment, Signal Revision Permit, Pavement Design, Signing and Marking, Environmental Procedures, MS4	
B.3.e Client(s) current contact information	Russ Ford, (770) 420-6659, Rustavius.ford@cobbcounty.org	
B.3.f Involvement of Key Team Leaders	Patrick Peters – Project Manager, Shawn Fleet – QC Review	

**B.4 – Experience and Qualifications/
Area Class Summary Form and Notice of Professional Consultant Qualifications**


RFQ #2022-009
Tucker-Northlake Trail

**EXHIBIT IV
Area Class Summary**

Area Class #	Area Class Description	Heath & Lineback Engineers, Inc. (Prime)	Edwards-Pitman Environmental, Inc.	Wi-Skies, LLC	Southeastern Engineering, Inc.	NOVA Engineering & Environmental, LLC	Perez Planning + Design, LLC
	DBE – Yes/No	No	No	No	Yes	No	Yes
	Prequalification Expiration Date	05/29/23	3/12/23	2/13/23	12/31/24	3/14/25	9/14/24
Prime Consultant (H&L)							
3.02	Two-Lane or Multi-Lane Urban Roadway Design	X					
3.13	Facilities for Bicycles and Pedestrians	X					
The Team							
1.06(a)	NEPA		X				NA - we have included PP+D to assist with public involvement activities.
1.06(b)	History		X				
1.06(c)	Air Quality		X				
1.06(d)	Noise		X				
1.06(e)	Ecology		X				
1.06(f)	Archaeology		X				
3.02	Two-Lane or Multi-Lane Urban Roadway Design	X					
3.06	Traffic Operations Studies				X		
3.07	Traffic Operations Design				X		
3.10	Utility Coordination	X					
3.12	Hydraulic and Hydrological Studies (Roadway)	X					
3.13	Facilities for Bicycles and Pedestrians	X					
3.15	Highway Lighting			X			
4.01(a)	Minor Bridge Design	X					
4.04	Hydraulic and Hydrological Studies (Bridges)	X					
5.01	Land Surveying				X		
5.02	Engineering Surveying				X		
6.02	Bridge Foundation Studies					X	
6.05	Hazardous Waste Site Assessment Studies					X	
9.01	Erosion, Sedimentation, and Pollution Control Plan	X					


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You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
HEATH & LINEBACK ENGINEERS, INC 2390 Canton Road, Building 200 Marietta, GA 30066		January 13, 2022	May 29, 2023
SIGNATURE			
			
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure		
2 Mass Transit Operations <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input checked="" type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures <input checked="" type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input checked="" type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input checked="" type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input checked="" type="checkbox"/> 4.05 Bridge Inspection		
3 Highway Design Roadway <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input checked="" type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture	5. Topography <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft <input type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade <input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) <input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) <input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) <input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR) <input type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering		
	6. Soils, Foundation & Materials Testing <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies		
	8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision <input type="checkbox"/> 8.02 Airport Construction Administration and Observation		
	9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations		


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NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
EDWARDS-PITMAN ENVIRONMENTAL, INC. 2700 CUMBERLAND PARKWAY, STE. 300, ATLANTA, GA 30339		March 31, 2020	March 12, 2023
SIGNATURE			
			
1. Transportation Planning <ul style="list-style-type: none"> <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input checked="" type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning 	3. Highway Design Roadway (continued) <ul style="list-style-type: none"> <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure 		
2. Mass Transit Operations <ul style="list-style-type: none"> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing 	4. Highway Structures <ul style="list-style-type: none"> <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection 		
	5. Topography <ul style="list-style-type: none"> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering 		
	6. Soils, Foundation & Materials Testing <ul style="list-style-type: none"> <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies 		
3. Highway Design Roadway <ul style="list-style-type: none"> <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture 	8. Construction <ul style="list-style-type: none"> <input type="checkbox"/> 8.01 Construction Supervision 		
	9. Erosion and Sedimentation Control <ul style="list-style-type: none"> <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations 		


STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
WI-SKIES, LLC 884 Elliott Road, Dawsonville, GA 30534		February 13, 2020	February 13, 2023
<p align="center">SIGNATURE</p> 			
1. Transportation Planning <ul style="list-style-type: none"> <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning 	3. Highway Design Roadway (continued) <ul style="list-style-type: none"> <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input checked="" type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure 		
2. Mass Transit Operations <ul style="list-style-type: none"> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing 	4. Highway Structures <ul style="list-style-type: none"> <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection 		
	5. Topography <ul style="list-style-type: none"> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering 		
3. Highway Design Roadway <ul style="list-style-type: none"> <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture 	6. Soils, Foundation & Materials Testing <ul style="list-style-type: none"> <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies 		
	8. Construction <ul style="list-style-type: none"> <input type="checkbox"/> 8.01 Construction Supervision 		
	9. Erosion and Sedimentation Control <ul style="list-style-type: none"> <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations 		


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NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
SOUTHEASTERN ENGINEERING, INC. (SEI) 2470 SANDY PLAINS RD., MARIETTA, GA 30066-5706		January 26, 2022	December 31, 2024
SIGNATURE			
			
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning		3. Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
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		6. Soils, Foundation & Materials Testing <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
		8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision <input type="checkbox"/> 8.02 Airport Construction Administration and Observation	
		9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	


STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
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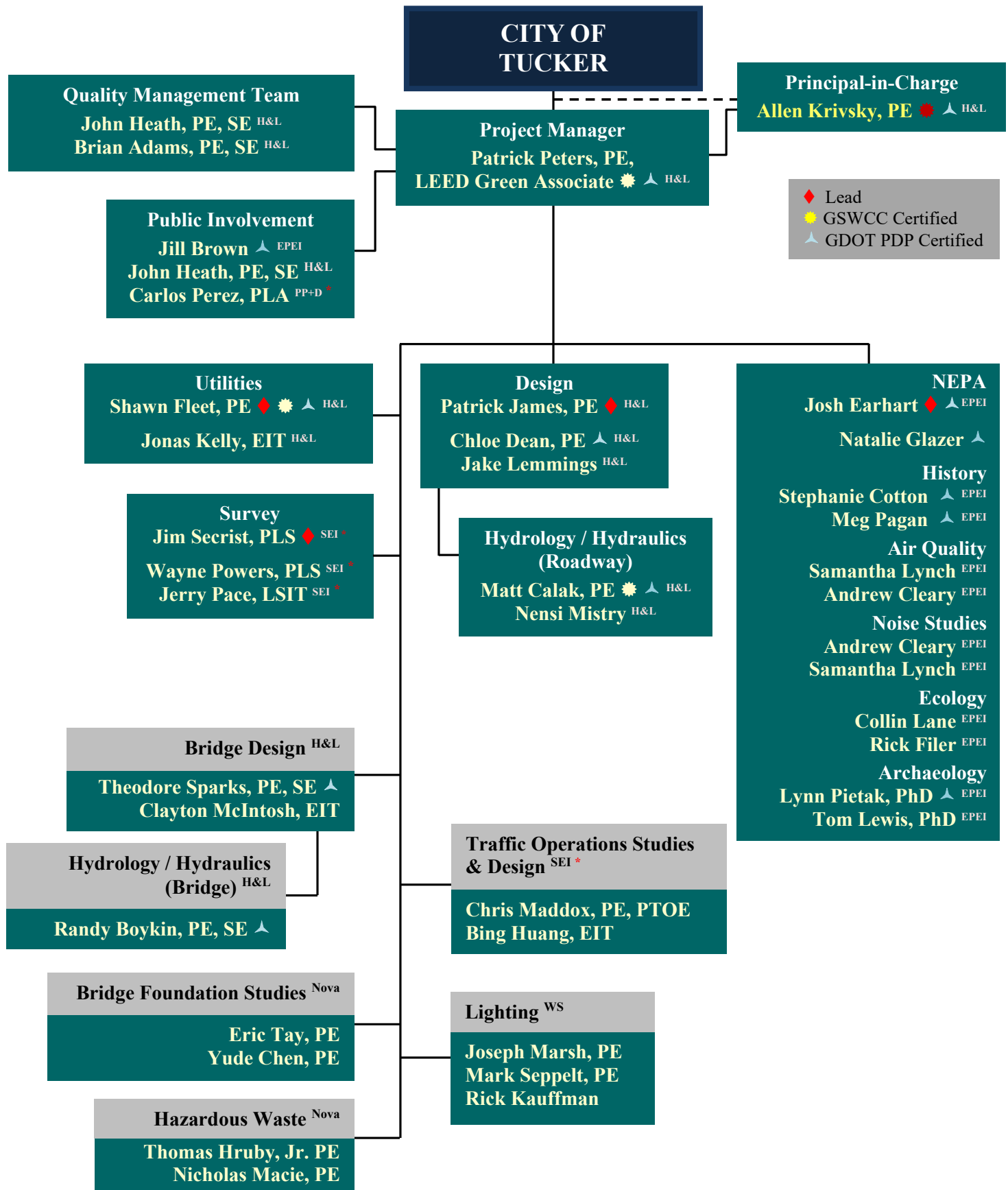
You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
NOVA ENGINEERING & ENVIRONMENTAL, LLC 3900 KENNESAW 75 PARKWAY, STE 100 KENNESAW, GA 30144		March 22, 2022	March 14, 2025
SIGNATURE			
			
1. Transportation Planning <ul style="list-style-type: none"> <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning 	3. Highway Design Roadway (continued) <ul style="list-style-type: none"> <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure 		
2 Mass Transit Operations <ul style="list-style-type: none"> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing 	4. Highway Structures <ul style="list-style-type: none"> <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection 		
3 Highway Design Roadway <ul style="list-style-type: none"> <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture 	5. Topography <ul style="list-style-type: none"> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04a Aerial Photography/Conventional Aircraft <input type="checkbox"/> 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade <input type="checkbox"/> 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) <input type="checkbox"/> 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) <input type="checkbox"/> 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) <input type="checkbox"/> 5.06d Topographic Remote Sensing (SONAR) <input type="checkbox"/> 5.06e Topographic Remote Sensing Thermal and Infrared <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering 		
	6. Soils, Foundation & Materials Testing <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input checked="" type="checkbox"/> 6.04a Laboratory Materials Testing <input checked="" type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input checked="" type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies 		
	8. Construction <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 8.01 Construction Supervision <input checked="" type="checkbox"/> 8.02 Airport Construction Administration and Observation 		
	9. Erosion and Sedimentation Control <ul style="list-style-type: none"> <input type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input checked="" type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations 		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE	
PEREZ PLANNING + DESIGN, LLC 878 PEACHTREE STREET NE, SUITE 827 ATLANTA, GA 30309		September 9, 2021	September 14, 2024	
SIGNATURE				
				
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H&L – Heath & Lineback Engineers, Inc.
 PP+D - Perez Planning + Design, LLC *
 SEI – Southeastern Engineering, Inc. *

EPEI - Edwards-Pitman Environmental, Inc.
 WS – Wi-Skies, LLC
 Nova – NOVA Engineering & Environmental, LLC

* DBE

C.1.b – Resources/Workload Capacity**Overall Resources – Primary Office & Narrative on Additional Resource Areas & Ability**

C.1.b Primary Office - Heath & Lineback Engineers, Inc. (H&L) will use our headquarters office in Marietta as the primary office for project management and technical design. This office has a staff of 51, with 21 Professional Engineers specializing in transportation infrastructure. Our staff is stable and deep and brings 27 years of experience within the Georgia transportation market. We are well-qualified to serve as prime firm for this contract, leading the management effort and directing subconsultants to deliver design support services. We have the processes and collaboration skills in place to ensure efficient and quality focused work. Our proposed key staff are veterans of pedestrian and trail design. Supporting the key staff is a strong, well trained, and experienced staff of engineers and technicians. H&L has provided transportation design services to GDOT and a host of city and county clients throughout Georgia continuously since 1994, successfully delivering multi-project contracts and individual pedestrian, bridge, roadway, intersection, and multi-use path projects. We will give this project our highest priority.

C.1.c Narrative on Additional Resource Areas and Ability:

Knowledge of applicable processes and procedures for funding type and experience of our team - This multi-use path project is funded with federal funds and will receive oversight review by GDOT. Project development must be consistent with the GDOT Plan Development Process (PDP) and must comply with requirements of NEPA and the GDOT Environmental Procedures Manual. Our team members are experts with federally funded trail projects and their schedules, based on our significant and relevant prior and current experience with similar projects. We believe the appropriate NEPA document will be a Categorical Exclusion (CE), potentially reduced to a Programmatic CE (PCE). The scope of services includes survey, civil, structural, and geotechnical engineering services; environmental impacts; design development; landscape architecture; lighting design; public involvement; permitting; construction documents; detailed cost estimates; and bidding assistance. **Design Lead Patrick James, PE** brings a broad knowledge of the anticipated design elements that must be addressed to complete a fully integrated design. Patrick understands that our duty is to design to a Total Project Cost budget and that we must understand and manage costs of design, construction, utility relocation, environmental mitigation, and ROW acquisition with a design that is sustainable, safe, aesthetic, and welcoming.

Local Coordination and Knowledge – We offer a team of firms and individuals that understands all federal and state requirements and, as importantly, has considerable knowledge and experience delivering federally funded trail projects sponsored by local municipalities. Our team has completed a variety of trail projects along roadways (side-paths), within railroad corridors (CSX, Norfolk Southern, and MARTA), and within the region (Brookhaven, Chamblee, Atlanta, Buckhead, Decatur, etc.).

Environmental Expertise - **Josh Earhart of Edwards-Pitman Environmental Inc. (EPEI) will serve as NEPA Lead.** Josh and his staff at EPEI bring their deep resources and considerable experience to the development of NEPA documents. A strong understanding between designer and environmentalist is critical to deliver this project on time and to budget. We have worked closely with Josh on many complex environmental challenges and documents, including the nearby Peachtree Creek Greenway Phase II & Phase III (Brookhaven) and the Chamblee Rail Trail Extension (Chamblee).

Railroad Coordination – The project appears to parallel CSX for roughly a quarter of its planned length. Railroad coordination and approval, when required, is a critical aspect of the project's design and schedule. Throughout our history, H&L has designed and secured approval of trails and bridges on and over railroad facilities and property (CSX and NSRR), and we are familiar with all railroad policies, procedures, and requirements. We believe in early coordination with the railroad to introduce the project to them and to involve them in finding a best solution.

Utility Coordination – Minimizing utility impacts is a key aspect in controlling project cost and potential construction schedule delays. A critical first step is building a comprehensive database of existing utilities accurately transferred onto the survey database. **Shawn Fleet, PE will serve as our Utilities Lead.** Shawn will create active communication/coordination with the various utility companies that may have facilities within the project footprint to obtain all available existing information early in the dataset development effort. He will engage with **Lead Surveyor Jim Secrist, PLS** to agree upon appropriate SUE level investigation sufficient to map precise location and to integrate the information into a single, reliable database. This information will be used to make every effort to avoid the utility, minimize impact to the utility or, if unavoidable, properly identify the cost and schedule impact of a required relocation. The urban nature of the project suggests that existing utilities will be encountered throughout the project and particularly where the trail runs parallel to roadways (Railroad Avenue, E. Exchange Place, and Northlake Parkway). We will begin with SUE QL-D (records research) and, as the design progresses and at critical locations, escalate to QL-B. Where necessary, test holes will be performed. Slight adjustments to the design through utility coordination can produce substantial cost savings.

Traffic Operations – Our team includes **Chris Maddox to lead the traffic tasks.** Chris and his team at Southeastern Engineering, Inc. will support the design team with quality review of existing traffic operations along the project corridor – particularly at intersections of trail and roadway to ensure the final facility operates safely and efficiently. The traffic team will help identify potential opportunities to reduce the project footprint and construction costs by taking advantage of any additional lanes or roadway widths that are unsupported by traffic counts. If required, Chris will lead efforts for any signal revision permits through the GDOT District Office (e.g., crossing Lavista Road – SR 236).

Public Involvement + Landscape Architecture – **Carlos Perez, RLA, of Perez Planning and Design,** will assist the City and team with any stakeholder or public involvement. Carlos has coordinated with H&L on many trail projects over the years, and he will also provide any landscape architecture for the project, should it be desired by the City.

Practical Design/Constructability - We emphasize practical innovation in understanding constraints and developing the right solution. We will design for constructability, and our senior staff will be involved throughout project development to ensure that equipment access, materials delivery, and utility conflicts will be considered throughout the design.

Quality Management - Quality is vital. Our formal QC/QA plan includes intensive involvement of our Quality Management Team (QMT). The QMT will provide independent review of all work product, with internal peer review as appropriate.

Construction Administration – Our team stands ready to provide full Construction Inspection and Management services or to work closely with the City in a limited role where we integrate with your staff or on-call consultants.

Ability to Meet Project Schedule – We offer a deep bench of qualified, experienced, and capable firms and individuals for all work disciplines under the leadership of **Project Manager Patrick Peters, PE.** As PM, Patrick will focus on driving project success by adhering to scope, schedule, and budget, with key staff driving the technical efforts. We create collaboration internally throughout the team and externally with City staff, GDOT, and key stakeholders. We are familiar with the project site and anticipated issues. Our subconsultants are specialists in their field with whom we have long-standing relationships. Our experience with similar projects has taught us the importance of allowing the team the opportunity to aggressively execute their work within an overall structure of control, coordination, and reporting. With this philosophy, we will achieve scope, schedule, and budget control. We anticipate a total duration of 24 months for the project from Notice-to-Proceed to construction letting, which corresponds with the first quarter the programmed construction funding is available (Fiscal Year 2025).

C.2 - Resources/Workload Capacity/Project Manager Commitment Table

RFQ #2022-009
Tucker-Northlake Trail

Project Manager	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Patrick Peters, PE, LEED Green Associate	0015042 Cobb County	Lead Trail Engineer	Rottenwood Creek Trail – Phase I	Final	Final plans essentially complete - now managing the City led processes to take them to bid. Complete October 2022	8
	0015023 City of Sandy Springs	Public Involvement and Lead Trail Engineer	PATH400 Trail Extension	Final	Final plans essentially complete - now managing the City led processes to take them to bid. Complete November 2022	8
	0009395 Atlanta BeltLine, Inc.	Project Manager	Atlanta BeltLine Northeast Trail Corridor Design	Preliminary	Preliminary Plans Complete June 2022	32
	0016053 City of Brookhaven	Project Manager	Peachtree Creek Greenway – Phase 2	Preliminary	Preliminary Plans Complete May 2022	8
	0017808 City of Brookhaven	Project Manager	Peachtree Creek Greenway – Phase 3	Concept	Concept Complete December 2022	8
	0017781 Cobb County	Project Manager	Austell-Powder Springs Trail Scoping Study	Concept	Concept Complete February 2023	8
	0017807 City of Chamblee	Project Manager	Chamblee Rail-Trail Extension	Concept	Concept Complete December 2022	8

C.2 - Resources/Workload Capacity/Project Manager Commitment Table

RFQ #2022-009
Tucker-Northlake Trail

Project Manager	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Patrick Peters, PE, LEED Green Associate	0009640 City of Roswell	Project Manager	SR 9 at Chattahoochee River Pedestrian Enhancements	Final	Final plans essentially complete - now managing the City led processes to take them to bid. Complete November 2022	4
	0015285 Columbus Consolidated Government	Project Manager	Infantry Road and Follow Me Trail	Final	Final plans essentially complete - now managing the City led processes to take them to bid. Complete October 2022	4
	0016632 Bulloch County	Lead Engineer	S&S Greenway – Phase 3	Final	Final plans essentially complete - now managing the County led processes to take them to bid. Complete April 2023	8

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Patrick James, PE Design Lead	0009395 Atlanta BeltLine, Inc.	Lead Trail Design Engineer	Atlanta BeltLine NE Trail Corridor Design	Preliminary	Preliminary Plans Complete June 2022	32
	Peachtree Creek Greenway – Phase 2, PI #0016053, City of Brookhaven	Lead Design Engineer	Peachtree Creek Greenway – Phase 2 Trail Corridor Design	Preliminary	Preliminary Plans Complete May 2022	32
	Cobb County Department of Transportation	Lead Design Engineer	Austell-Powder Springs Trail Scoping Study	Concept	Concept Complete February 2023	16
Josh Earhart NEPA Lead	0013738 / 0013739	Sr. Env PM, NEPA Lead	SR 25 bridge replacement over White Oak Creek, and SR 25 bridge replacements over Waverly and Little Waverly Creeks	ROW	CE in progress, 75% complete	8
	0013751	Sr. Env PM, NEPA Lead	SR 81 Bridge Over Dried Indian Creek	ROW	NEPA document in progress, 90% complete	2
	0015403	Sr. Env PM, NEPA Lead	Vidalia Streetscape Project	Concept	Special studies in progress, 50% complete	4
	0016637	Sr. Env PM, NEPA Lead	Springfield Streetscape Project	Concept	Special studies in progress, 50% complete	4
	0016052	Sr. Env PM/ NEPA Lead	Lower Fayetteville Road Widening	Concept	Special studies in progress, 10% complete	8
	0008358 / 0008359 / 0010236	Sr. Env PM	DeRenne Avenue Widening and Interchange	ROW	FEIS/ROD in review, 80% complete	8
	0017185 / 0017186	Sr. Env PM/ NEPA Lead	Roundabouts at SR 53 at Snows Mill and Rays Church Roads	Concept	Special studies in progress, 50% complete	8

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Josh Earhart NEPA Lead	0017815	Sr. Env PM/ NEPA Lead	Chattahoochee Greenway Trail within Chattahoochee River National Recreation Area	Concept	Special studies in progress, 5% complete	4
	0016282 / 0016289	Sr. Env PM	Streetscape and Roadway Improvements, Forrest Drive and Country Club Drive (TIA)	Concept	Special studies in progress, 5% complete	4
	0015402	Sr. Env PM/ NEPA Lead	Sandersville Streetscape	ROW	Special studies in progress, 60% complete	4
	0016629	Sr. Env PM/ NEPA Lead	Albany Streetscape	Concept	Special studies in progress, 60% complete	4
	0015401	Sr. Env PM/ NEPA Lead	Morrison Moore Highway Pedestrian Bridge	Concept	Special studies in progress, 60% complete	4
Shawn Fleet, PE Utilities Lead	122890-NH000-0003-03-(053)	Project Manager	US 78/SR 10 at SR 10 Loop Interchange Improvement	Final Plans	Final Plans 80% Let March 2023	16 0 after 3/2023
	Cobb County DOT 0012802	Project Manager	Bob Callan Trunk Trail, Phase 2, Segment B	Final Plans	Final Plans 80% Let November 2022	8 0 after 11/2022
	City of Newnan 0016052	Project Manager	Lower Fayetteville Road	Concept Scoping Phase	Concept 95% Concept Approval May 2022	8 0 after 5/2022
	Spading County Public Works 0016792	Project Manager	SR 155 Re-Designation	Draft Concept Report	Concept 50% Concept Submittal December 2022	16 0 after 12/2022
	421345-	Project Manager	SR 32 Construction Services	Construction Services	Under Construction	4 0 after 12-2022
	0008018	Project Manager	SR 15, West Warthen Bypass	Preliminary	Preliminary Plans 40% Let September 2023	16 0 after 9-2023

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Jim Secrist, PLS Survey Lead	0014131,0014132, 0014133, 0002862, Cherokee County	Survey Project Manager	SR 20 East of Canton, 10 miles, Route survey	Final Plans	Ongoing 70% of Phase Complete	15
	0017233, Catoosa/Whitfield County	Survey Project Manager	SR 2 at Conasauga River, bridge replacement survey	Preliminary Plans	Ongoing 65% of Phase Complete	15
	0007836, Cherokee/Bartow County	Survey Project Manager	SR 20, West of Canton, 20 miles, Route survey	Preliminary Plans	Ongoing 10% of Phase Complete	15
	0013173, Carroll/Haralson County	Survey Project Manager	39 Intersections Pedestrian Upgrades survey	Preliminary Plans	Ongoing 25% of Phase Complete	20

**Statement of Qualifications
to Provide
Engineering Design Services
GDOT PI# 0019054
Tucker-Northlake Trail**

RFQ #2022-009

Phase II Response

PI Number: #0019054

City of Tucker

Description: Concept Report and Preliminary Engineering for the Tucker-Northlake Trail



Heath & Lineback Engineers, Inc.
2390 Canton Road, Bldg. 200
Marietta, GA 30066

May 26, 2022

This contract will provide consultant services for the completion of a concept report and engineering design for the Tucker-Northlake Trail, GDOT PI # 0019054, over a 3-mile length from downtown Tucker to Northlake Mall. The proposed multi-use trail facility begins at the terminus of trail Segment 1A of the City's Trail Master Plan at 2nd Street, travels down and over Fellowship Road, runs west along Railroad Avenue and Bancroft Circle adjacent to CSX Transportation Railroad, crosses Brockett Road, and veers off onto independent alignment around industrial and commercial buildings before returning to the CSX Railroad. From there the trail parallels the railroad through a wooded area heading west, crosses over Burnt Fork Creek, and navigates around a healthcare facility to East Exchange Place. The trail then resumes a side-path condition along East Exchange Place, north along Northlake Parkway, crosses over Lavista Road (SR 236), and continues along Northlake Parkway, over I-285 until connecting to Northlake Mall. The trail consists of Segments 1B, 1C, and 6A of the City's Trail Master Plan which was adopted in 2019. The design will provide the City of Tucker safe and high-quality bicycle and pedestrian access to and from residences, offices, and retail. The scope of work includes field survey, civil, structural and geotechnical engineering services, environmental impact studies, public involvement, meetings and coordination, design development, landscape architecture, lighting design, required permitting, preparation of construction documents, detailed cost estimates, bidding assistance, and requests for information services - all in compliance with the GDOT Plan Development Process (PDP) for federally funded, locally let projects.

A.1 – Unique Technical Approaches, Alternative Methods for Delivery, Management of Project

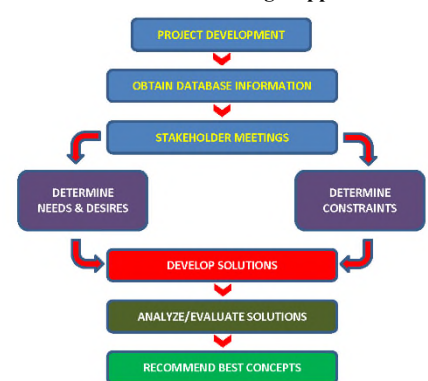
The selected team will be responsible for providing management and technical tasks, duties, and skills required to successfully deliver this project within the agreed scope, schedule, and budget. The project will follow the LAP process for federally funded projects, with \$700,000 of Z301 PE federal funds authorized per the GDOT Preconstruction Status Report for design. Therefore, the project must be designed in accordance with GDOT policy and procedure and particularly the GDOT Plan Development Process (PDP). Beginning immediately at NTP, we will build our **Project Management Plan** around adherence to the PDP. We have learned that, early in the project, it is important to build a solid and accurate database, including topographic survey, property survey, utility coordination and survey, and conduct early environmental screening through research, site visits, and surveys. We supplement this effort with rigorous coordination and communication with all stakeholders. In combination, this assures that we fully understand the project and its needs and constraints – ensuring that concept development is focused on project issues. A superior concept built in accordance with the City's adopted master plan is the key to maintaining budget, schedule, and control of the total project cost estimate.

Alternative Methods for Delivery - Our technical approach is conditioned by the need to deliver a cost-effective design that yields the most value. The approach is based on our method for **Context Sensitive Design with Facilitated Stakeholder Involvement**. With this approach, we precisely determine project needs through stakeholder collaboration to find the best concept alternatives by identifying all constraints and designing to avoid those constraints, with the goal of minimizing project cost and protecting environmental resources. The benefits are weighed against Total Project Cost (i.e., the sum of design, right of way acquisition, construction, mitigation, and utility relocation) for each alternate identified, allowing the best alternate to be selected. Our approach is fundamentally dependent on our work philosophies - **Flexibility in Design** and **Practical Design**. One vital task is to **determine a realistic total project cost** early in the project development. We manage our work with the goal of maintaining the budget number, and each subsequent deliverable is tested against the budget. Our philosophy is to **design for construction** throughout the design development effort by anticipating a realistic construction method, approach, and schedule.

Management Approach - We will manage the project in strict accordance with the Plan Development Process, as applicable, to ensure all scope, schedule, and budget commitments are met. We will build a broad external team, including GDOT and the various key agencies, to create a partnership driven by trust, collaboration, and transparency of communication. Specific characteristics of our management approach are:

1. **Nimble Structure** – Our structure ensures that the technical resources are directed to the task most efficiently.
2. **Team Mentality** – Our management, communication, and QC/QA plans are driven by the need to instill a common team mentality.
3. **Flexible Approach** – Being flexible is vital. We look for savings in time and savings in overall project cost as we progress the work.
4. **Experienced Staff** – We offer individuals at H&L who have worked with us for many years as part of a stable work force. Our subconsultant partners have demonstrated through their service to GDOT and their work for us that they are equally capable.
5. **Continuous Improvement** – We facilitate monthly team meetings to share project progress and lessons learned to all team members.
6. **Communications** – Our communication plan for this project includes:
 - a. Frequent progress updates and reports as agreed upon
 - b. Weekly management meeting for resource allocation priorities
 - c. Constant and transparent communication throughout the team by the project manager
 - d. Use of a web-based dashboard providing open access to critical project metrics and easy linkage to a suite of tools available through Newforma for streamlined reporting, collaboration, and document control

Context Sensitive Design Approach



A.2 – Unique Challenges and Mitigations; Quality Control/Quality Assurance Procedures

Survey – We begin with a base design on City GIS in order to be accurate and efficient with the field survey area. The property survey is an important element of the survey, where accurate owner information, actual iron pin locates, and thorough courthouse research result in efficient easement/right of way acquisition. Collecting topography at local areas of concern, such as drainage issues and steep sloping ground, is important to gain full understanding of challenges. We will provide a detailed survey control package as required to be submitted to and approved by GDOT.

Environmental Impacts and Requirements – As a project with federal funds that will receive oversight by GDOT, this project will be developed consistent with the GDOT PDP last revised in February 2019. It will also be developed to comply with requirements of the National Environmental Policy Act (NEPA) and GDOT Environmental Procedures Manual (EPM). Based on our knowledge of the project area, Edwards-Pitman's (EPEI) initial review, and our experience with GDOT Office of Environmental Services (OES) and Federal Highway Administration (FHWA) environmental review team, the appropriate NEPA document will be a Categorical Exclusion (CE) and possibly a lesser Programmatic Categorical Exclusion (PCE). This level of documentation is typical for trail and pedestrian projects. Our team performed an initial review of the project corridor which consists of roadways - Railroad Avenue, East Exchange Place, and Northlake Parkway - and wooded areas around industrial and commercial

buildings. The roadway corridors are not likely to include ecological resources; however, the trail will parallel and cross over Burnt Fork Creek, and there the corridor will include natural resources such as streams and wetlands or habitat for protected species wetlands in low adjacent areas. Understanding the ramifications of impacts to any streams or wetlands early in the concept phase is critical for funding purposes. Through our work on creekside trail projects in the area, we are aware that the cost of stream and wetland credits has increased tenfold in recent years because of supply and demand pressures. Minimizing impacts – even with a higher initial construction cost – may therefore result in a lower total project cost and should be considered. Construction of the proposed trail project is likely to result in impacts to waters of the US, requiring a USACE Section 404 permit. Impacts to state buffered waters outside of any allowable exemption areas for roadway drainage structure construction (such as bridges or culverts) would require a buffer variance from the Georgia Environmental Protection Division. Given the developed nature of the proposed alignment and location of the trail primarily within existing right-of-way, the presence of archaeological resources is unlikely. Many of the commercial buildings and residential homes along the corridor are aging and possibly eligible for the National Register of Historic Places (NRHP) – particularly downtown. The eligibility of these resources would be through coordination with GDOT and the State Historic Preservation Office. All resources will be confirmed through required field survey during concept phase development.

Public Involvement – We understand that, ultimately, the citizens of Tucker are the major stakeholders. The public's confidence in the City's use of matching funds and impacts to important resources is of vital importance. We have decades of experience in coordinating and engaging the public using a variety of methods, from one-on-one meetings to large, open house formats. We understand that trail projects can become very personal to each property owner near the proposed trail. **Carlos Perez and Patrick Peters** will be the 'face' of our team at all public meetings and will be available to the public and stakeholders throughout project development. They understand their role in serving as ambassadors on behalf of the City – serving as technical experts, listeners, and facilitators. **Jill Brown** will ensure that relevant information is distributed and available to stakeholders, that the public is kept aware at all times, and that outreach efforts are fully documented. Our team has learned over decades of trail projects that everyone loves trails – except when the trails are located next to their property! We will be aware of previous public information outreach campaigns from the public outreach completed during the Master Plan development. Although organized opposition to the project may appear, there are three key strategies we use to gain the support needed to move the project forward: 1) personal coordination and transparent communication early and throughout the process through one-on-one or small group meetings, 2) frequent communication with key stakeholders and elected officials, and 3) frequent communication with concerned residents in the form of emails, phone calls, websites, and newsletters. Our team completed multiple rounds of one-on-one and small group meetings with concerned neighbors for several trail projects (PATH400, Atlanta BeltLine NE Trail, Noonday Creek Trail Extension, Peachtree Creek Greenway, Chamblee Rail-Trail Concept Design Study Phase II and Phase III). During the first round of meetings, we actively listened to resident concerns and walked the corridor with them to understand their point of view. We then returned to show them how we were addressing their concerns – many times using photo-realistic proposed condition perspectives to show what the improvements would look like and how they would relate to their homes. For many, this was enough to manage their opposition, helping us obtain the support needed to complete the project. We are also skilled at conducting virtual meetings designed to engage a dynamic, live group through live sketching and sticky note comments or inviting a static group to access online information they can view at their leisure and provide comments directly on layouts. We use Microsoft Teams, Webex, Zoom, Mentimeter, Social Pinpoint, PublicInput, Poll Anywhere, and Konevio to virtually engage the public/stakeholders. We recently coordinated with the City of Brookhaven to outline the public meeting process for the Peachtree Creek Greenway, allowing the City the flexibility to control the meeting while also satisfying all GDOT and federal requirements. Any outreach should be conducted in accordance with current GDOT guidelines and practices developed through coordination with FHWA to avoid delays in approval of the NEPA document.

Utilities – Multiple utility facilities exist along the corridor (overhead power and telecom and underground telecom, water, sewer, gas, fiber, etc.). We will begin work early in the concept phase to coordinate with utility companies and prepare mapping of buried/overhead utilities. Knowing the location of all existing utilities allows the team to make educated decisions regarding the probable costs of designing around or relocating significant utilities. Subsurface Utility Engineering (SUE) is extremely beneficial in gaining a complete understanding of underground utilities. Our approach is to utilize SUE on a limited basis by starting with SUE Level D and then determining the extent to which SUE Level B and A are needed by evaluating the cost-benefit of the service. At critical locations, we find it helpful to set up a field meeting with specific utility owners to determine the extent of potential impacts as well as to identify strategies that can be employed to provide room for the trail. Ultimately, our goal is to avoid surprises in final design and, most importantly, encounter no surprises related to utility relocations and associated costs during construction. We will assign an experienced staff engineer - **Shawn Fleet** - to serve as Utility Coordinator for the life of the design work and into construction. Shawn will provide strong communication and coordination with all potentially affected utility owners to build an accurate database of existing utilities from the owner's as-built records, supplemented by field survey of visible features.

Staying within Right-of-Way – Where the trail runs parallel to roadways as a sidepath, we will make every effort to design the trail to avoid the need for right of way acquisition and construction easement. We understand the desire and intent of sidepath construction, and we propose flexibility in standard solutions to design within the constraints. A solution we utilize often to avoid construction easements and additional right of way is the application of sidepath turn-up and turn-down walls. These are structural details that add rebar and thicker concrete to the path to allow varying heights of small walls to catch cut and fill slopes and greatly reduce construction limits.

Determining and Maintaining the Total Project Cost Estimate - We will look at every aspect of the design to determine where cost savings can be implemented without sacrificing safety, functionality, or the project's stated benefits. Cost savings may be realized through reducing construction time, materials, and/or impacts. We determine a realistic cost early in project development as a combination of design, construction, right of way, utility relocation, and environmental mitigation, with consideration of construction methods, approach, and schedule. We monitor this estimate regularly as the project is developed. One key to project success is to develop a detailed Project Concept, built from the City's adopted Master Plan, that can be approved to serve as the basis for design development. This requires early effort to identify stakeholder needs, confirm the Need and Purpose Statement, and simultaneously identify all constraints. It is incumbent upon us to seek cost savings and best value in our design and to keep all team members and stakeholders aware of the project benefits as the concept is developed.

Quality Control/Quality Assurance Procedures - We adhere to a Standard of Care document that was developed by our employees. This document outlines our philosophy in how to deliver quality. It is a component of our Quality Engineering Method (QEM), and all employees are educated on its importance. It is what we believe in and strive for in every project. **Patrick Peters, PE**, as Project Manager, is responsible for ensuring the quality of the project and achieving the promised scope, schedule, and budget. He will prepare, monitor, and manage by a project specific Quality

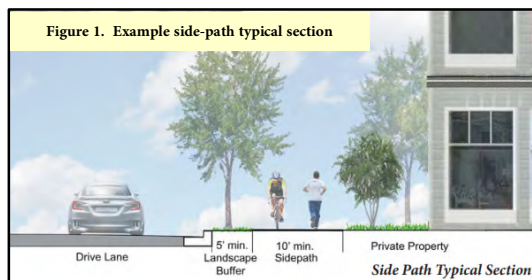
QUALITY STANDS
BEHIND EVERYTHING
WE DO' IS OUR BOLD
PROMISE,
BACKED BY OUR TEN-
POINT STANDARD OF
CARE THAT OUTLINES
OUR VALUES.

Management Plan (QMP), initiate Quality Management Team (QMT) meetings, and ensure that every deliverable is proven through our QC/QA process, which includes multi-level reviews. He is committed to working in partnership with the City of Tucker and GDOT to ensure an on-time, in-budget project that meets the City's needs. Patrick will maintain schedule, monitor scope, and meet budget. He will keep our subconsultants, the City of Tucker, and the GDOT PM up to date with regular status reports and milestone progress. Our QMP identifies the group or individual(s) responsible for quality control, and it provides specific procedures used to ensure delivery of a quality product. The plan details quality assurance measures, accountability, and required documentation. Our rigorous procedures are continuous and duplicated at each milestone for each deliverable. The team provides quality control (QC) for each element of work under the direction of the Key Team Lead, with QC verified by an independent senior engineer. The PM assures that the team follows the entire QC/QA plan and verifies/documents all QC/QA effort. Our QMT consists of senior engineers who offer independent oversight, advice, and guidance to the team throughout project development as well as project specific quality assurance review and peer review, as necessary.

A.3 – Specific Qualifications, Skills, Knowledge of the Project and Project Area; Ability and Willingness to Meet Time Requirements

Since 1994, H&L has worked on complex projects for Georgia cities, counties, and GDOT. Our trail, roadway, and bridge staff have 27 years of experience in designing in Georgia. We are ideally suited to this project, and we have enhanced our design team with highly qualified partners. We have systems and protocols in place to successfully execute the contract. H&L offers considerable relevant experience in trail design work throughout metro Atlanta over the last decade. Our portfolio includes master planning, concept, and complete design for local, state, and federally funded trail projects along existing roadway and creek corridors. These include Peachtree Creek Greenway (City of Brookhaven), Rottenwood Creek Trail (Marietta), Kennesaw Mountain Trail (Cobb County), PATH400 (Atlanta), Atlanta BeltLine NE Trail (Atlanta), and the Chamblee Rail-Trail Extension (Chamblee), and we keenly understand the challenges as well as potential benefits associated with urban roadway and creek corridors. We develop trail and pedestrian projects, and particularly those built on new alignment, using a hands-on approach for setting the plan and profile alignment. Possible alignments are identified in the field by our seasoned engineers who walk the project, staking key locations and sketching out alternative routes, making notes of special features. We will take these sketches and notes back to the office to begin developing trail concepts that build on the City's Trail Master Plan. For trails with stream crossings (such as Burnt Fork Creek), it is important to find a natural crossing location. Ideal locations offer minimum bank-to-bank width, some nature high ground on both sides, and good views along both reaches of the stream. Our experienced trail staff understand how to read the topography and landscape to best fit the trail. Respecting natural features such as rock outcrops, specimen trees, and potential view sheds are components of alignment selection that make the best trail experience possible and allow the trail to be ADA accessible. This careful attention, along with expertise in construction realities and costs, is vital in selecting the best alignment during concept development.

Our team is **nimble** in delivering in a fast-paced environment; **flexible** to meet the needs of the City of Tucker and the project; **experienced**; and emphasizes **communication**, internally and externally, to build and maintain trust.

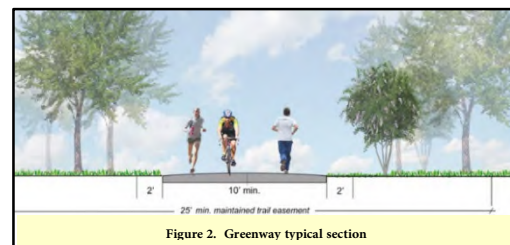


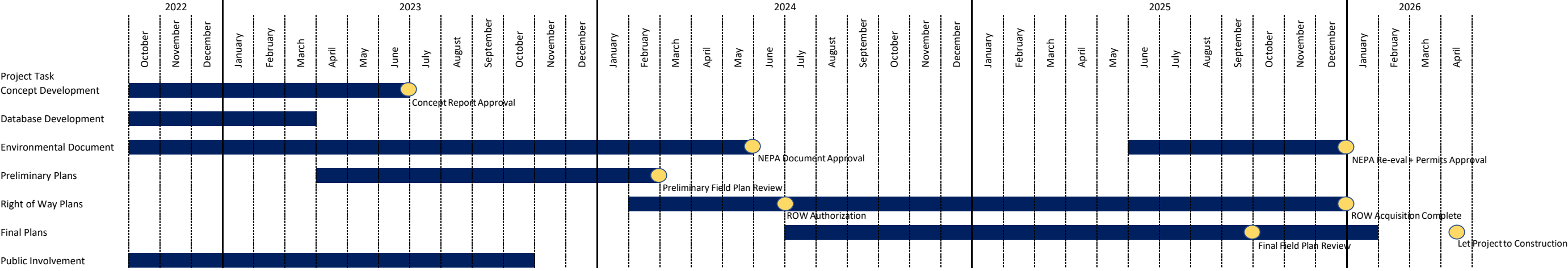
Project Typologies + Elements: This project can be broken up into two major typologies that offer varying user experiences, involve different solutions, and require purposeful design to ensure consistency along the trail. A large portion of the project consists of **side-path trail** parallel to existing roadways (Railroad Ave. and Northlake Pkwy.). These sections utilize existing public right-of-ways to provide connections. Figure 1 shows an example of the side-path section along the existing developed areas. Adequate separation from vehicular traffic and the trail are needed to enhance user safety. While Railroad Ave. has low speed and minimal daily traffic, Northlake Pkwy. is a multi-lane minor urban collector with over 17,000 average VPD. Parking lots could be impacted, and commercial driveways must be navigated. Major at-grade roadway crossings (Northlake Pkwy. and Lavista Rd. by I-285)

will need to be studied closely and coordinated with GDOT to improve the intersections for trail users. The Northlake Pkwy. bridge over I-285 requires lane reconfiguration to provide room for the trail – our team has this exact experience from our work on Wieuca Road over SR 400 (PATH400 Trail). The remaining portions of the project corridor consist of independent alignment (or **greenway**) trail and include alleyways near downtown with residential neighborhoods, around the industrial/commercial businesses, a section parallel to CSX Railroad, and a wooded area between the railroad and Burnt Fork Creek. Figure 2 shows a potential typical section for the greenway locations. There appears to be sufficient room for the trail outside of CSX right-of-way. That will be confirmed during concept development. H&L has decades of experience designing trails and roadways over and under railroads – (Atlanta BeltLine NE Trail, Peters Street over CSX, and more). If coordination is required, the City will need to enter into an agreement with CSX in the concept phase for review and coordination (which has cost implications).

H&L emphasizes **Designing for Construction**, and our senior staff will be involved throughout project development to ensure that constructability, equipment access, materials delivery, and utility conflicts will be considered throughout the design. Our emphasis on practical innovation will aid in understanding constraints and developing the right solutions. **Patrick James, PE**, will lead our trail design team. Patrick has 8 years of relevant experience, and he has completed many trail projects in Georgia, including the projects listed just above. **EPEI** will have the vital role of leading the NEPA process and environmental studies. An understanding between designer and environmentalist is critical to deliver this project on time, in budget. Josh Earhart and the EPEI staff bring relevant resources and experience to development of the NEPA Environmental Document. We have worked closely with Josh on federally funded, local trail projects, as well as projects with complex environmental challenges and documents. EPEI also brings experience in developing public involvement processes in support of trail projects in Georgia. **Southeastern Engineering** has expertise and is prequalified in all aspects of survey work, and they will also assist with any needed traffic analysis. **NOVA Engineering and Environmental** is prequalified in all aspects of geotechnical and materials work and will provide soil surveys and any required investigations for bridge or wall foundation investigations. **PP+D** and **Wi-Skies** will assist in public involvement and provide any required landscape architecture and lighting required. PP+D and SEI are both GDOT Certified DBE firms.

Schedule Commitment - H&L understands and believes in the PDP as the key tool in ensuring scope and schedule. Once the schedule milestones are established, we focus on delivering every work product to the relevant milestone. Our Project Principal will ensure an adequacy of resources are devoted to the project to enable meeting schedule commitments, with the charge of adding resources if schedule is at risk.







Heath & Lineback Engineers, Inc.

2390 CANTON ROAD • BUILDING 200 • MARIETTA, GEORGIA 30066-5393

hle@heath-lineback.com • phone (770) 424-1668

September 4, 2022

Mr. Ken Hildebrandt, PE, PTOE
City Engineer
City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

**REF: PI#0019054 – Tucker-Northlake Trail
Task Order 1 Scope and Fee Proposal
Concept Report, Public Involvement, Data Collection and Survey Services, and Environmental
Resource Identification**

Dear Mr. Hildebrandt,

With this letter, we submit our scope of work and fee estimate to complete concept study and report, environmental studies, and public involvement for the Tucker-Northlake Trail. This Task Order 1 is the first under our Master Professional Engineering Services Contract.

We propose the following Scope of Work:

1. Task 1: Concept Report

a. Existing Conditions and Technical Analysis:

Conduct a thorough review and assessment of previous plans and existing conditions in the corridor and connecting communities. The focus of the assessment will include the following

- A detailed survey of existing conditions in the area via a Phase I Site Assessment
- Review of existing plans covering the area including the Tucker PATH Master Plan and the 2015 Tucker-Northlake Livable Centers Initiative Plan.
- Review road crossings, driveway locations, connections to destinations such as schools, parks, shopping opportunities, and crash data at relevant locations.
- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features and locations of utilities.
- Identify opportunities for connections to adjacent trail projects.

b. Public Involvement:

- Conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to local residents, businesses, and property owners, key stakeholders in this process should also include ARC, GDOT and DeKalb County DOT. A concerted effort to reach out to senior, low-income and minority stakeholder populations should be made. **Twenty (20) individual/face-to-face meetings with owners/businesses through design are included.**
- Seek input and comments from a project advisory group of major stakeholders. This stakeholder group will meet (either in person or via conference call) at least twice during the study process, and will be provided draft concepts, typical sections and scoping study documents for comment.

- Project information will be uploaded to a project page on the City website to provide basic project information to the public along with project materials and meeting summaries. Such materials will be prepared by the consultant including project information, display(s), public involvement summaries, schedule, and status updates.
- Schedule at least two public involvement meetings – an initial meeting to understand needs, desired outcomes and to gather input on design and desired connections, potential problem areas, and another meeting towards the end of the process to review and comment on preferred alternatives. Additional types of outreach, such as surveys or workshops, are encouraged and should be conducted as necessary throughout the process.
- Assume ten (5) public/elected official meetings throughout the project.

c. Conceptual Plan and Concept Report Development:

Prepare a Concept Layout, typical sections and a draft GDOT Concept Report for the project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

- Preferred and alternative alignment (2 total alignments) layouts, profiles, cross sections and typical sections for each segment of the trail
- Concept location for potential storm water management features
- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts (including environmental resource identification), ROW, utility and cost estimates.
- Summary of public involvement
- Concept Team Meeting and preparation of meeting minutes.

2. Task 2: Data Collection and Survey Services

Prepare topographic and property survey in accordance with GDOT Automated Survey Manual. The selected consultant would be responsible for producing surveys in order to provide appropriate field information to produce easement, right-of-way and construction drawings. The survey information should extend 10 to 20 feet beyond the public right-of-way, should easements or property acquisition be required to implement the project. The following survey items are anticipated to be included in the scope of work:

- Provide spot elevations at centerline of road, top and bottom of curb, face of building (where applicable) every 50 feet along the length of each street.
- Provide property lines and rights of ways (including roadways and swales within ROW).
- Provide boundary lines between adjoining properties and identification of owners, including name, mailing address, and phone number.
- Provide spot elevations at corner face of building and parking lot at each cross street and at each curb cut (handicap ramps, driveways, etc.).
- Provide exact location of existing striped centerline of street, location and width of each travel lane every 100' along the length of each street.
- Provide all above ground built elements including but not limited to guard rails, headwall, light standard, fencing, location of existing overhead and freestanding signage structures, other signage, fire hydrants, utility boxes, vault covers, manhole covers, etc.
- Field-verify as-built underground utility information.
- Provide location of all utilities including but not limited to drainage structures, storm and sanitary sewer, power and communications poles, gas lines, water lines, fire hydrants, location of all existing roof drain pipes which are located in sidewalks between building face and curb, etc.

- Provide same utility information on all private utility providers for gas, water, telephone, cable, etc. The surveyor is responsible for acquiring both private and public utility information and shall coordinate getting this information from private agencies.
- Provide existing rim and invert elevations of storm drainage system and catch basins.
- Identify type of material in all storm drain lines.
- Within the sidewalk area, provide location for all existing horizontal or vertical elements located in existing sidewalk areas including but not limited to subterranean vaults, surface grates, light poles, telephone poles, disused sign, pole or other exposed footings and anchors, historic features or any other existing elements.
- Provide line of existing building, edge, alignment of building face along main and side streets. Include delineation of doorways, awnings, setbacks, or any other variation from building face along ROW. In addition, provide threshold spot elevation at all entrances to each building.
- Provide existing parking striping in all locations parking is present, whether on public or private property.
- Provide location of existing natural elements. Provide tree caliper, species of existing trees, and edge of canopy of existing vegetation and existing major tree species.
- Provide all of the above survey information in electronic data formatted to GDOT specifications. No reproducible plots will be required.
- The selected consultant will be responsible for developing right-of-way certification drawings for City Attorney and GDOT review and approval. In addition, the design firm must provide drawings for all easements required, to include adjoining property boundaries, easement boundary and size in acres, and owner name, address and phone number.
- Provide location of FEMA floodplain.

3. Task 3: Preliminary Design per the GDOT Plan Development Process

- Prepare reproduce and distribute the required National Environmental Policy Act (NEPA) documentation and attain GDOT and Federal Highway Administration (FHWA) approval per the GDOT PDP process, including:
 - Early Coordination Letters
 - History Survey Report (including SHPO review and concurrence)
 - Ecology Combined Survey and Effects Report
 - Prepare for and attend A3M
 - Attend and document PIOH
 - Archaeology Phase I Report
 - Archaeology Management Summary and Report
- Prepare all documentation and displays for public meetings.

4. Task 7: Meetings and Coordination

- Attend project meetings with GDOT per PDP (bi-weekly meetings over 9 months).
- Attend one (1) City Council Meetings.
- Attend public meetings.

Deliverables for Task Order 1 include the following:

Final design plans, CAD files and supporting documentation to meet GDOT PDP requirements. These documents are including, but not limited to:

1. Concept Report
 - a. Phase I ESA Report
2. Database
3. Environmental resource identification reports (approved).

Schedule for Task Order 1 is based on GDOT's P6 project schedule to be provided at the kickoff meeting.

Compensation for Task Order 1 is detailed in the attached Cost Proposal. The total Cost Plus Fixed Fee is \$651,977.75.

Authorization:

Service is authorized and Notice-to-Proceed is assumed immediate upon your authorization signature and return of this letter.

Sincerely yours,
Heath & Lineback Engineers, Inc.



Patrick Peters, P.E.
Project Manager

Authorized by:

Date:

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

Project: Tucker-Northlake Trail - TO1

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Cost Summary

By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the
Ensure formulas link to the corresponding discipline tab

Phase	Phase Description	Total Fee	Heath & Lineback Engineers, Inc.	Perez Planning + Design	Heath & Lineback Engineers, Inc.	SEI	Edwards-Pitman	SEI	NOVA	Wi-Skies
		Enter discipline provided by firm >>	Trail Design	Design Support + LA + Public Involvement	Bridge Design & Hydraulics	Traffic Operations	Environmental	Survey	Geotech	Lighting
	Totals	\$ 651,977.75	\$ 105,019.85	\$ 62,189.96	\$ 4,937.30	\$ -	\$ 198,853.68	\$ 253,097.61	\$ 27,879.35	\$ -
1	Concept Development	\$ 256,180.62	\$ 65,347.80	\$ 28,987.26	\$ 4,937.30	\$ -	\$ 156,908.26	\$ -	\$ -	\$ -
2	Database Preparation	\$ 259,075.15	\$ 5,977.54	\$ -	\$ -	\$ -	\$ -	\$ 253,097.61	\$ -	\$ -
3	Environmental Document	\$ 47,138.81	\$ 8,461.11	\$ -	\$ -	\$ -	\$ 38,677.70	\$ -	\$ -	\$ -
4	Preliminary Plans	\$ 27,879.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,879.35	\$ -
5	Right of Way Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Final Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Special Studies (Additional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Public Involvement	\$ 61,703.82	\$ 25,233.40	\$ 33,202.70	\$ -	\$ -	\$ 3,267.72	\$ -	\$ -	\$ -
	Fixed Fee	\$ 56,652.38	\$ 9,547.26	\$ 5,290.00	\$ 448.85	\$ -	\$ 17,869.64	\$ 21,071.03	\$ 2,425.60	\$ -

Tab Name>>

Rd1

DS1

Br1

Trf1

Env1

Srv1

OMT1

Lt1

DBE (Yes or No)		No	Yes	No	Yes	No	Yes	No	No
DBE Participation	\$ 315,287.57	\$ -	\$ 62,189.96	\$ -	\$ -	\$ -	\$ 253,097.61	\$ -	\$ -
DBE %	48.4%		9.5%				38.8%		
Contract DBE Goal %	0.0%								

City of Tucker
COST PROPOSAL

Proj. No.: **N/A**

PI No.: **0019054**

Prime: **Heath & Lineback Engineers, Inc.**

Date: **4-Sep-2022**

Project: **Tucker-Northlake Trail - TO1**

County: **DeKalb**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Hours Summary										
By Phase / Firm										
Phase	Phase Description	Total Hours	Heath & Lineback Engineers, Inc.	Perez Planning + Design	Heath & Lineback Engineers, Inc.	SEI	Edwards-Pitman	SEI	NOVA	Wi-Skies
			Trail Design	Design Support + LA + Public Involvement	Bridge Design & Hydraulics	Traffic Operations	Environmental	Survey	Geotech	Lighting
	Totals	5,713	830	430	42	-	2,078	2,169	164	-
1	Concept Development	2,370	542	190	42	-	1,596	-	-	-
2	Database Preparation	2,219	50	-	-	-	-	2,169	-	-
3	Environmental Document	516	66	-	-	-	450	-	-	-
4	Preliminary Plans	164	-	-	-	-	-	-	164	-
5	Right of Way Plans	-	-	-	-	-	-	-	-	-
6	Final Plans	-	-	-	-	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional)	-	-	-	-	-	-	-	-	-
9	Public Involvement	444	172	240	-	-	32	-	-	-



REF: PI No. 0019054 Tucker-Northlake Trail

Detailed Line by Line Scope of Work by Phase – September 4, 2022

1. Task 1: Concept Report

a. Existing Conditions and Technical Analysis:

Conduct a thorough review and assessment of previous plans and existing conditions in the corridor and connecting communities. The focus of the assessment will include the following

- A detailed survey of existing conditions in the area via a Phase I Site Assessment
- Review of existing plans covering the area including the Tucker PATH Master Plan and the 2015 Tucker-Northlake Livable Centers Initiative Plan.
- Review road crossings, driveway locations, connections to destinations such as schools, parks, shopping opportunities, and crash data at relevant locations.
- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features and locations of utilities.
- Identify opportunities for connections to adjacent trail projects.

b. Public Involvement:

- Conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to local residents, businesses, and property owners, key stakeholders in this process should also include ARC, GDOT and DeKalb County DOT. A concerted effort to reach out to senior, low-income and minority stakeholder populations should be made. **Twenty (20) individual/face-to-face meetings with owners/businesses through design are included.**
- Seek input and comments from a project advisory group of major stakeholders. This stakeholder group will meet (either in person or via conference call) at least twice during the study process, and will be provided draft concepts, typical sections and scoping study documents for comment.
- Project information will be uploaded to a project page on the City website to provide basic project information to the public along with project materials and meeting summaries. Such materials will be prepared by the consultant **including project information, display(s), public involvement summaries, schedule, and status updates.**
- Schedule at least two public involvement meetings – an initial meeting to understand needs, desired outcomes and to gather input on design and desired connections, potential problem areas, and another meeting towards the end of the process to review and comment on preferred alternatives. Additional types of outreach, such as surveys or workshops, are encouraged and should be conducted as necessary throughout the process.
- **Assume ten (10) public/elected official meetings throughout the project.**

c. Conceptual Plan and Concept Report Development:

Prepare a Concept Layout, typical sections and a draft GDOT Concept Report for the project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

- Preferred and alternative alignment **(2 total alignments) layouts, profiles, cross sections and typical sections for each segment of the trail**
- Concept location for potential storm water management features
- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts **(including environmental resource identification)**, ROW, utility and cost estimates.
- Summary of public involvement
- **Concept Team Meeting and preparation of meeting minutes.**



2. Task 2: Data Collection and Survey Services

Prepare topographic and property survey in accordance with GDOT Automated Survey Manual. The selected consultant would be responsible for producing surveys in order to provide appropriate field information to produce easement, right-of-way and construction drawings. The survey information should extend 10 to 20 feet beyond the public right-of-way, should easements or property acquisition be required to implement the project. The following survey items are anticipated to be included in the scope of work:

- Provide spot elevations at centerline of road, top and bottom of curb, face of building (where applicable) every 50 feet along the length of each street.
- Provide property lines and rights of ways (including roadways and swales within ROW).
- Provide boundary lines between adjoining properties and identification of owners, including name, mailing address, and phone number.
- Provide spot elevations at corner face of building and parking lot at each cross street and at each curb cut (handicap ramps, driveways, etc.).
- Provide exact location of existing striped centerline of street, location and width of each travel lane every 100' along the length of each street.
- Provide all above ground built elements including but not limited to guard rails, headwall, light standard, fencing, location of existing overhead and freestanding signage structures, other signage, fire hydrants, utility boxes, vault covers, manhole covers, etc.
- Field-verify as-built underground utility information.
- Provide location of all utilities including but not limited to drainage structures, storm and sanitary sewer, power and communications poles, gas lines, water lines, fire hydrants, location of all existing roof drain pipes which are located in sidewalks between building face and curb, etc.
- Provide same utility information on all private utility providers for gas, water, telephone, cable, etc. The surveyor is responsible for acquiring both private and public utility information and shall coordinate getting this information from private agencies.
- Provide existing rim and invert elevations of storm drainage system and catch basins.
- Identify type of material in all storm drain lines.
- Within the sidewalk area, provide location for all existing horizontal or vertical elements located in existing sidewalk areas including but not limited to subterranean vaults, surface grates, light poles, telephone poles, disused sign, pole or other exposed footings and anchors, historic features or any other existing elements.
- Provide line of existing building, edge, alignment of building face along main and side streets. Include delineation of doorways, awnings, setbacks, or any other variation from building face along ROW. In addition, provide threshold spot elevation at all entrances to each building.
- Provide existing parking striping in all locations parking is present, whether on public or private property.
- Provide location of existing natural elements. Provide tree caliper, species of existing trees, and edge of canopy of existing vegetation and existing major tree species.
- Provide all of the above survey information in electronic data formatted to GDOT specifications. No reproducible plots will be required.
- The selected consultant will be responsible for developing right-of-way certification drawings for City Attorney and GDOT review and approval. In addition, the design firm must provide drawings for all easements required, to include adjoining property boundaries, easement boundary and size in acres, and owner name, address and phone number.
- Provide location of FEMA floodplain.



3. Task 3: Preliminary Design per the GDOT Plan Development Process

- a. Prepare updates to the Concept Report. Facilitate associated meetings, submittals and approvals. Coordinate with project stakeholders including City of Tucker, Tucker-Northlake CID, DeKalb County and GDOT.
- b. Project Management and coordination over the duration of the contract including GDOT monthly status meetings and reports, GDOT P6 schedule updated, GDOT yearly cost estimate updates, and support for ARC funding requests.
- c. Monthly invoicing
- d. Prepare preliminary design documents per the GDOT Electric Data Guidelines, including:
 - Plan, profile, cross sections, and special grading plans
 - Trail and site hydrology & hydraulics, green infrastructure design and details
 - Signing and marking plans
 - Signal plans – 1 signal revision permit (SR 236/Lavista Road); 2 mid-block crossings (Exchange Road and Railroad Avenue) – other signalized crossings assumed to be acceptable as existing
 - Preliminary ROW plans.
 - Erosion control and monitoring plans
 - Landscape, tree protection and hardscape plans
 - Lighting plans
 - Bridge plans – 2 pre-engineered bridges (over Fellowship Road and Burnt Fork Creek)
 - Bridge hydraulics report for 1 bridge over Burnt Fork Creek and trail located within FEMA floodplain (No-rise certification)
 - Retaining wall layouts – 8 standard type
 - Prepare draft special provisions
- e. Prepare detailed cost estimates of the work (construction, right-of-way, environmental mitigation and utilities).
- f. Design Exception/Variance – 4 total
- g. Attend preliminary field plan review (PFPR). Address comments from City staff, Tucker-Northlake CID, GDOT and other parties.
- h. Prepare reproduce and distribute the required National Environmental Policy Act (NEPA) documentation and attain GDOT and Federal Highway Administration (FHWA) approval per the GDOT PDP process, including:
 - Early Coordination Letters
 - Air Assessment
 - Noise Type III
 - History Survey Report (including SHPO review and concurrence)
 - Cultural Resources Assessment of Effects
 - Ecology Combined Survey and Effects Report
 - Prepare for and attend A3M
 - Attend and document PIOH
 - NEPA Categorical Exclusion (CE)
 - Prepare for and attend PFPR and FFPR
 - NEPA CE Re-evaluation
 - Archaeology Phase I Report
 - Archaeology Management Summary and Report
- i. Prepare MS4 Report and Documentation.
- j. Prepare all documentation and displays for public meetings.
- k. Prepare utility plans, including first utility submittal and coordinate with utility owners. Complete CSX Railroad submittal for review and approval.



4. Task 4: Right-of-Way Plans

Prepare right-of-way drawings and site specific easement drawings describing the areas of permanent or temporary easements and the installations therein, suitable for recording, for each property fronting the Project Area for which an easement is necessary – either permanent or temporary/construction. A property-specific drawing will be required for each individual easement/parcel to be acquired.

- a. Right-of-way plans, approved by GDOT (60 parcels, 44 acquisitions)
- b. Right-of-way revisions (50% of parcels)
- c. Detailed right-of-way cost estimate by approved GDOT vendor for ROW authorization
- d. Right-of-way staking (60 parcels, 44 acquisitions)

5. Task 5: Final Design per the GDOT Plan Development Process

- a. Project Management and coordination over the duration of the contract including GDOT monthly status meetings and reports, GDOT P6 schedule updated, GDOT yearly cost estimate updates, and support for ARC funding requests.
- b. Monthly invoicing
- c. Prepare final design documents and required documentation, including:
 - Plan, profile, cross sections or grading plan
 - Trail and site hydrology & hydraulics, green infrastructure design and details
 - Signing and marking plans
 - Signal plans – 1 signal revision permit (SR 236/Lavista Road); 2 mid-block crossings (Exchange Road and Railroad Avenue) – other signalized crossings assumed to be acceptable as existing
 - Revised erosion control and monitoring plans
 - Landscape, tree protection and hardscape plans
 - Lighting plans
 - Incorporation of City's design standards into final design
 - Bridge detail plans – 2 pre-engineered bridges (over Fellowship Road and over Burnt Fork Creek)
 - Modification bridge plans for Northlake Road over I-285 for review and approval by GDOT
 - Retaining wall details – 8 standard type
 - Final cost estimates (construction, right-of-way, and utilities)
 - Prepare final special provisions
- d. Bridge Foundation Investigations (LRFD) – 2 bridges
- e. Prepare Submittal to GDOT for Corrected FFPR Plans
- f. Attend final field plan review (FFPR). Address comments from City staff, GDOT and other parties.
- g. Finalize utility coordination, complete second submittal and relocation plans, and submit utility certification package. CSX coordination and approval.
- h. Prepare all necessary documents for approvals, including, but not limited to, final plans, specifications, special provisions, certification packages.

6. Task 6: Permitting

Attend public meetings Prepare all necessary documentation for permits from the City (Land Disturbance Permit), GDOT, Georgia EPD, DeKalb County, utility owners and others, as necessary.

- a. Section 404 Nationwide Permit.
- b. Stream Buffer Variance.



7. Task 7: Meetings and Coordination

- a. Attend project meetings with GDOT per PDP (bi-weekly meetings over 24 months).
- b. Attend two (2) City Council Meetings.
- c. Attend public meetings.
- d. Six (6) GDOT meetings and eight (8) scoping meetings.

DELIVERABLES

Final design plans, CAD files and supporting documentation to meet GDOT PDP requirements. These documents are including, but not limited to:

1. Concept Report
 - a. Phase I ESA Report
2. Database
3. NEPA CE Documentation and Re-evaluation
4. Preliminary Plans
 - a. MS4 Report
 - b. Preliminary Bridge Layouts – Pre-engineered bridges (2)
 - c. Bridge Hydraulic Study
5. Right-of-Way Plans, Plats and Exhibits
6. Final Plans
 - a. Bridge Foundation Investigation (2)
 - b. Final Bridge Plans – Pre-engineered bridges (2)
 - c. Construction plans, specifications, cost estimates and certifications for let

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Cost Summary

By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the
Ensure formulas link to the corresponding discipline tab

Phase	Phase Description	Total Fee	Heath & Lineback Engineers, Inc.	Perez Planning + Design	Heath & Lineback Engineers, Inc.	SEI	Edwards-Pitman	SEI	NOVA	Wi-Skies
		Enter discipline provided by firm >>	Trail Design	Design Support + LA + Public Involvement	Bridge Design & Hydraulics	Traffic Operations	Environmental	Survey	Geotech	Lighting
	Totals	\$ 1,969,795.60	\$ 645,253.70	\$ 142,890.07	\$ 210,017.46	\$ 30,035.61	\$ 353,117.75	\$ 272,841.17	\$ 262,574.01	\$ 53,065.83
1	Concept Development	\$ 265,963.38	\$ 65,347.80	\$ 28,987.26	\$ 4,937.30	\$ -	\$ 166,691.02	\$ -	\$ -	\$ -
2	Database Preparation	\$ 259,075.15	\$ 5,977.54	\$ -	\$ -	\$ -	\$ -	\$ 253,097.61	\$ -	\$ -
3	Environmental Document	\$ 136,965.80	\$ 16,922.24	\$ -	\$ 1,633.39	\$ -	\$ 118,410.17	\$ -	\$ -	\$ -
4	Preliminary Plans	\$ 497,076.32	\$ 289,681.34	\$ 39,318.32	\$ 97,797.12	\$ 12,651.61	\$ 2,797.99	\$ -	\$ 27,879.35	\$ 26,950.59
5	Right of Way Plans	\$ 71,014.62	\$ 46,614.55	\$ -	\$ -	\$ -	\$ 4,656.51	\$ 19,743.56	\$ -	\$ -
6	Final Plans	\$ 669,639.56	\$ 189,746.12	\$ 38,755.55	\$ 105,649.65	\$ 17,384.00	\$ 57,294.34	\$ -	\$ 234,694.66	\$ 26,115.24
7	Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Special Studies (Additional)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Public Involvement	\$ 70,060.77	\$ 30,964.11	\$ 35,828.94	\$ -	\$ -	\$ 3,267.72	\$ -	\$ -	\$ -
	Fixed Fee	\$ 165,281.21	\$ 55,991.26	\$ 12,535.47	\$ 19,092.50	\$ 2,728.93	\$ 31,875.62	\$ 22,832.97	\$ 15,412.21	\$ 4,812.25

Tab Name>>

Rd1

DS1

Br1

Trf1

Env1

Srv1

OMT1

Lt1

DBE (Yes or No)		No	Yes	No	Yes	No	Yes	No	No
DBE Participation	\$ 445,766.85	\$ -	\$ 142,890.07	\$ -	\$ 30,035.61	\$ -	\$ 272,841.17	\$ -	\$ -
DBE %	22.6%		7.3%		1.5%		13.9%		
Contract DBE Goal %	0.0%								

City of Tucker
COST PROPOSAL

Proj. No.: **N/A**

PI No.: **0019054**

Prime: **Heath & Lineback Engineers, Inc.**

Date: **4-Sep-2022**

Project: **Tucker-Northlake Trail**

County: **DeKalb**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Hours Summary										
By Phase / Firm										
Phase	Phase Description	Total Hours	Heath & Lineback Engineers, Inc.	Perez Planning + Design	Heath & Lineback Engineers, Inc.	SEI	Edwards-Pitman	SEI	NOVA	Wi-Skies
			Trail Design	Design Support + LA + Public Involvement	Bridge Design & Hydraulics	Traffic Operations	Environmental	Survey	Geotech	Lighting
	Totals	15,812	5,484	1,012	1,584	210	3,604	2,384	1,100	434
1	Concept Development	2,470	542	190	42	-	1,696	-	-	-
2	Database Preparation	2,219	50	-	-	-	-	2,169	-	-
3	Environmental Document	1,430	132	-	14	-	1,284	-	-	-
4	Preliminary Plans	4,198	2,670	278	748	86	24	-	164	228
5	Right of Way Plans	624	369	-	-	-	40	215	-	-
6	Final Plans	4,376	1,518	284	780	124	528	-	936	206
7	Construction Services	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional)	-	-	-	-	-	-	-	-	-
9	Public Involvement	495	203	260	-	-	32	-	-	-

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Discipline: **Heath & Lineback Engineers, Inc.**
Trail Design

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 156.53%	FCCM @	
		TOTALS ==>	5,484	\$ 645,253.70	\$ 29,350.00	\$ 55,991.26	\$ 559,912.44	\$ 218,263.92	\$ 341,648.52	\$ -	
1	Concept Development		542	\$ 65,347.80	\$ -	\$ 5,940.71	\$ 59,407.09	\$ 23,157.95	\$ 36,249.14	\$ -	
2	Database Preparation		50	\$ 5,977.54	\$ -	\$ 543.41	\$ 5,434.13	\$ 2,118.32	\$ 3,315.81	\$ -	
3	Environmental Document		132	\$ 16,922.24	\$ -	\$ 1,538.39	\$ 15,383.85	\$ 5,996.90	\$ 9,386.95	\$ -	
4	Preliminary Plans		2,670	\$ 289,681.34	\$ -	\$ 26,334.67	\$ 263,346.67	\$ 102,657.26	\$ 160,689.41	\$ -	
5	Right of Way Plans		369	\$ 46,614.55	\$ 9,350.00	\$ 3,387.69	\$ 33,876.86	\$ 13,205.81	\$ 20,671.05	\$ -	
6	Final Plans		1,518	\$ 189,746.12	\$ 20,000.00	\$ 15,431.47	\$ 154,314.65	\$ 60,154.62	\$ 94,160.03	\$ -	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		203	\$ 30,964.11	\$ -	\$ 2,814.92	\$ 28,149.19	\$ 10,973.06	\$ 17,176.13	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

Discipline: Trail Design

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total	Project Principal \$105.50	Project Manager \$80.29	Senior Engineer \$81.73	Engineer \$46.00	Designer \$34.00	CADD Technician \$24.00	Clerical Administrator \$18.00				
	TOTALS ==>	5,484	87	363	355	1,135	1,366	2,178	-	-	-	-	-
1	Concept Development	542	10	42	49	131	126	184	-	-	-	-	-
2	Database Preparation	50	-	8	-	14	16	12	-	-	-	-	-
3	Environmental Document	132	2	14	8	28	80	-	-	-	-	-	-
4	Preliminary Plans	2,670	30	126	164	516	822	1,012	-	-	-	-	-
5	Right of Way Plans	369	4	9	40	4	112	200	-	-	-	-	-
6	Final Plans	1,518	26	100	94	384	210	704	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)	-	-	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	203	15	64	-	58	-	66	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs	GDOT Approved ROW Vendor (Colliers) ROW Estimate	Utility Pot Holes 10 assumed									
	TOTALS ==>	\$ 29,350	\$ 9,350	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -											
2	Database Preparation	\$ -											
3	Environmental Document	\$ -											
4	Preliminary Plans	\$ -											
5	Right of Way Plans	\$ 9,350	\$ 9,350										
6	Final Plans	\$ 20,000		\$ 20,000									
7	Construction Services	\$ -											
8	Special Studies (Additional Services)	\$ -											
9	Public Involvement	\$ -											

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline: Trail Design

Hours & Cost Estimate

Hours by Task

			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
1	Concept Development	Assumptions / Notes	542	10	42	49	131	126	184	-	-	-	-
	Discipline Management - Coordination Meetings	12 months	30	10	20								
	Prepare / Contribute to Project Justification Statement		8			4	4						
	Conduct Site Visits	2 visits	16				8		8				
	Prepare Quality Assurance Plan		8			8							
	Internal Quality Assurance Reviews		8		8								
	Prepare Concept Property Database		32			8			24				
	Compile/Enhance Concept Topographic Database	GIS Set up	6				4		2				
	Prepare Concept Layout	GIS Set up for Concept Design - includes 2 potential alternatives	6				4		2				
	Prepare Concept Profiles	2 alternates	72			4	4	24	40				
	Prepare Concept Typical Sections	Graphic grade only	32			2	4	20	6				
	Prepare Concept Cross Sections		9				3		6				
	Prepare Concept Construction Cost Estimate)		64			4		20	40				
	Contribute to Concept Right of Way Cost Estimate		44			4	20		20				
	Prepare Concept Report		19			1	6		12				
	Prepare Design Data Book (design criteria)		52			4	16	32					
	Prepare for, Attend, Document Concept Team Meeting		8				8						
	Concept Hydrology Study for MS4 Permit / Infeasibility Reports	& Address review comments, resubmittals	60		12		24		24				
	Conceptual Drainage Design		40			4	16	20					
	Coordinate Logical Termini Meetings and Memorandum		22			2	10	10					
			6		2	4							
			-										
			-										
			-										
			Total Hours							Clerical Administrator	-	-	-
2	Database Preparation	Assumptions / Notes	50	-	8	-	14	16	12	-	-	-	-
	Discipline Management - Coordination Meetings	6 months	12		6		6						
	Roadway QC of Survey Database		14		2		6	6					
	Import and Clean up TOPO and UTLE files for plan sheets		6				2	4					
	Enhance Topographic Database for Design		18					6	12				
			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
3	Environmental Document	Assumptions / Notes	132	2	14	8	28	80	-	-	-	-	-
	Discipline Management - Coordination Meetings	3 meetings	52		12		20	20					
	Agency meetings	2 meetings	10		2		8						
	Roadway QC of Environmental Document/Studies		70	2		8		60					
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline: Trail Design

Hours & Cost Estimate

			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
4	Preliminary Plans	Assumptions / Notes	2,670	30	126	164	516	822	1,012	-	-	-	-
	Discipline Management - Coordination Meetings	Bi-weekly meetings over 12 months	130	26	104								
	Coordinate with Utility Companies	10 companies + CSX coordination	72		4		8	20	40				
	Prepare utility submittals	1st submittal: 10 companies + CSX coordination and submittal	60				4	16	40				
	Prepare Typical Sections		26				6		20				
	Prepare Trail Plans, Profiles, etc.	Trail and profile design and plan preparation, special grading plans, plan detailing, plan sheets (i.e. cover, index, plan, profiles, etc.)	560			40	120	160	240				
	Prepare Signing and Marking Plans		68				8	20	40				
	Prepare Sign Inventory Log		24					4	20				
	Prepare Signal Plans	Coordinate with traffic sub	12				4	8					
	Prepare Trail Cross-Sections		196				16	120	60				
	Prepare Preliminary Driveway Profiles	20 Drives	68				8	20	40				
	Prepare Preliminary Drainage Design and Layout	10 longitudinal systems - existing systems are in place but must be checked for current standards and potentially revised	180				60	80	40				
	Prepare Preliminary Drainage Profiles/Cross Sections	10 systems and 10 cross pipes	120				40	40	40				
	Prepare MS4 Analysis / Design including Feasibility analysis	GDOT ROW	184			24	40	120					
	Prepare Preliminary Staging Plans/MOT		16				4		12				
	Prepare Prelim. Erosion, Sed. & Pollution Control Plans		120				20	20	80				
	Prepare Drainage Area Map		44				8	16	20				
	Prepare Preliminary Right of Way and Easements	60 Parcels with 44 acquisitions	114				24	30	60				
	Prepare Existing Utility Plans from Utility Co. Markups	10 companies	68				8	20	40				
	Prepare Retaining Wall Locations and Envelopes	8 standard walls	92			4	8	40	40				
	Prepare Draft Special Provisions	4 assumed	8			4	4						
	Prepare Special Construction Details		36				4	8	24				
	Prepare Detailed Construction Cost Estimate		112				32	40	40				
	Update R/W Cost Estimate	60 Parcels with 44 acquisitions	28				8		20				
	Prepare PFPR Plans for Submittal		48				8		40				
	Prepare for, Participate in PFPR		20		10		10						
	Address PFPR Comments	GDOT and City	128		4	4	40	40	40				
	Update / Maintain Design Notebook		12		4		8						
	Internal Quality Assurance Reviews	2 plan reviews (30%/geometry + 60%/PFPR), 1 QMT review	84	4		80							
	Prepare Design Variance Report	4 variances	40			8	16		16				
			-										
			-										
			-										
			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
5	Right of Way Plans	Assumptions / Notes	369	4	9	40	4	112	200	-	-	-	-

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.			Hours & Cost Estimate										
Discipline:	Trail Design		It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS										
	Discipline Management - Coordination Meetings	2 meetings	6	2	4								
	Prepare Location and Design Report		4		4								
	Prepare Right-of-Way Plans	60 Parcels with 44 acquisitions	224			24		80	120				
	R/W Plan Review Revisions	50% of parcels	120			8		32	80				
	Internal Quality Assurance Reviews		10	2		8							
	Preparing Staking and Deed Data		5		1		4						
			-										
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

v Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline: **Trail Design**

Hours & Cost Estimate

			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
6	Final Plans	Assumptions / Notes	1,518	26	100	94	384	210	704	-	-	-	-
	Discipline Management - Coordination Meetings	Bi-weekly meetings over 12 months	78	16	62								
	Coordinate with Utility Companies for Relocations	2nd submittal: 10 companies + CSX coordination and submittal	64		8		16	40					
	Finalize Cover Sheet, Index, General Notes		12				4		8				
	Finalize Typical Sections		8				2		6				
	Finalize Trail Plans, Profiles, etc.		100				40		60				
	Finalize Signing and Marking Plans		30				10		20				
	Finalize Signalization Plans	Coordinate with traffic sub	10				2		8				
	Finalize Drainage Design, Profiles, Cross Sections	10 systems and 10 cross pipes	30				20		10				
	Finalize Driveway Profiles	20 Drives	16				8		8				
	Prepare Detailed Plan Sheets	32 Construction Plan sheets	160				40		120				
	Finalize Special Grading Plans	Plazas and unique tie-ins at bridges	12				4		8				
	Finalize MS4 Design	Green Infrastructure	20			4	8	8					
	Finalize Retaining Wall Locations and Envelopes	8 standard walls	64	2		2	6	14	40				
	Finalize Erosion, Sed. & Pol. Ctrl. Plans for Staged Constr.	& submit for review, address comments from EPD/County	100				20	40	40				
	Finalize Staging Plans and Details		20				4		16				
	Finalize Utility Plans	10 companies + CSX coordination	64					24	40				
	Prepare Special Construction Details		72				8	24	40				
	Prepare Plans for permitting	404 permit at stream, SBV at stream, City permitting	62			2	8	12	40				
	Prepare Special Provisions		8				4	4					
	Finalize Detailed Construction Quantities, Cost Estimate		80				40		40				
	Prepare for, Participate in Constructability Review	& Address review comments	48		4		20		24				
	Prepare / Submit "Lockdown" Plans for Permitting 31 or 38 Weeks Prior to Let, as Appropriate		20		4		8		8				
	Prepare FFPR Plans for Submittal		24				8		16				
	Prepare for, Participate in FFPR		12		4		8						
	Address / Implement FFPR Comments	GDOT and City	108		4	4	40	20	40				
	Revise Construction Plans per R/W Acquisition Revisions		64		4		20		40				
	Internal Quality Assurance Reviews		88	8		80							
	Address Final Corrected Plans comments/revisions		68		2	2	24	16	24				
	Prepare / Submit Final Plans		12				4		8				
	Revise Plans, Prepare Amendments During Bidding Process		64		8		8	8	40				
			-										
			-										
			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
7	Construction Services	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
	Discipline Management - Coordination Meetings and Conversations	3 meetings	-										
	Answer Design Inquiries after let/prior to construction		-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.			Hours & Cost Estimate									
Discipline:	Trail Design		It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS									
	Answer Design Questions during Construction	RFIs and Shop Drawing review	-									
	Revise Plans for Use-On-Construction and/or Amendments	Estimated 8 plan revisions	-									
	Preconstruction / Construction Status Update Meetings		-									
	Assist / Prepare 7-day inspection letter		-									
			-									
			-									
			-									
		Total Hours		Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-
8	Special Studies (Additional Services)	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-
	Prepare Design Variance Report	4-variances	-									
	Additional stakeholder/focus group meetings	3-additional meetings	-									
			-									
			-									

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline: Trail Design

Hours & Cost Estimate

			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
9	Public Involvement	Assumptions / Notes	203	15	64	-	58	-	66	-	-	-	-
	Discipline Management - Coordination Meetings	10 public/elected official meetings	20		10		10						
	Prepare for, Attend PIOH, Respond to Comments	No Dry Run, City scheduling, organizing, etc - 3 meetings	60	2	20		20		18				
	Support for Project website	Materials and support for City to maintain project website	16		4		4		8				
	Plan, Prepare for, Conduct Local Government Meetings	2 council meetings incl prepare display/material	8		4		4						
	Stakeholder Meetings	20 individual/face-to-face meetings with owners/businesses throughout design, incl prepare display/material	90	10	20		20		40				
	GDOT Meetings + Scoping Meetings	6 GDOT meetings and 8 scoping meetings	9	3	6								
			-										
			-										
			-										
			-										
			-										
			-										
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			-										
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			-										
			-										
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Perez Planning + Design			Hours & Cost Estimate								
Discipline: Public Involvement + LA + Design Support			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS								
Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 127.38%	FCCM @	
		TOTALS ==>	1,012	\$ 142,890.07	\$ 5,000.00	\$ 12,535.47	\$ 125,354.60	\$ 55,130.00	\$ 70,224.60	\$ -	
1	Concept Development		190	\$ 28,987.26	\$ 3,000.00	\$ 2,362.48	\$ 23,624.78	\$ 10,390.00	\$ 13,234.78	\$ -	
2	Database Preparation		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Preliminary Plans		278	\$ 39,318.32	\$ 500.00	\$ 3,528.94	\$ 35,289.38	\$ 15,520.00	\$ 19,769.38	\$ -	
5	Right of Way Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans		284	\$ 38,755.55	\$ 500.00	\$ 3,477.78	\$ 34,777.77	\$ 15,295.00	\$ 19,482.77	\$ -	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		260	\$ 35,828.94	\$ 1,000.00	\$ 3,166.27	\$ 31,662.67	\$ 13,925.00	\$ 17,737.67	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Perez Planning + Design

Discipline: Public Involvement + LA + Design Support

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator			
			\$47.50	\$60.00	\$31.00				\$25.00			
	TOTALS ==>	1,012	380	608	-	-	-	-	24	-	-	-
1	Concept Development	190	64	120	-	-	-	-	6	-	-	-
2	Database Preparation	-	-	-	-	-	-	-	-	-	-	-
3	Environmental Document	-	-	-	-	-	-	-	-	-	-	-
4	Preliminary Plans	278	76	196	-	-	-	-	6	-	-	-
5	Right of Way Plans	-	-	-	-	-	-	-	-	-	-	-
6	Final Plans	284	106	166	-	-	-	-	12	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)	-	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	260	134	126	-	-	-	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs											
	TOTALS ==>	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ 3,000	\$ 3,000										
2	Database Preparation	\$ -											
3	Environmental Document	\$ -											
4	Preliminary Plans	\$ 500	\$ 500										
5	Right of Way Plans	\$ -											
6	Final Plans	\$ 500	\$ 500										
7	Construction Services	\$ -											
8	Special Studies (Additional Services)	\$ -											
9	Public Involvement	\$ 1,000	\$ 1,000										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Perez Planning + Design

Discipline: **Public Involvement + LA + Design Support**

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Hours by Task

			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
1	Concept Development	Assumptions / Notes	190	64	120	-	-	-	-	6	-	-	-
	Discipline Management - Coordination Meetings	6 months	30	24						6			
	Prepare / Contribute to Project Justification Statement		-										
	Conduct Site Visits	1 visits	24	8	16								
	Prepare Concept Layout	Assistance with visuals for layouts for 2 alternates and LA design + placemaking	84	24	60								
	Prepare Concept Profiles		-										
	Prepare Concept Typical Sections	Assist with visuals	28	4	24								
	Prepare Concept Cross Sections		-										
	Prepare for, Attend, Document Concept Team Meeting	& Address review comments, resubmittals	24	4	20								
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
2	Database Preparation	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
3	Environmental Document	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
4	Preliminary Plans	Assumptions / Notes	278	76	196	-	-	-	-	6	-	-	-
	Discipline Management - Coordination Meetings	6 months	30	24						6			
	Prepare Signing and Marking Plans		-										
	Landscape, Tree Protection, and Hardscape Plans	Preliminary Plans	200	40	160								
	Prepare Detailed Construction Cost Estimate		20	4	16								
	Update R/W Cost Estimate		-										
	Prepare PFPR Plans for Submittal		-										
	Prepare for, Participate in PFPR		4	4									
	Address PFPR Comments	GDOT and City	24	4	20								
	Update / Maintain Design Notebook		-										
			-										
			-										
			-										
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Perez Planning + Design

Discipline: **Public Involvement + LA + Design Support**

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
5	Right of Way Plans	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
6	Final Plans	Assumptions / Notes	284	106	166	-	-	-	-	12	-	-	-
	Discipline Management - Coordination Meetings	12 months	60	48						12			
	Finalize Signing and Marking Plans		-										
	Landscape, Tree Protection, and Hardscape Plans	Final plans	140	40	100								
	Finalize Detailed Construction Quantities, Cost Estimate		-										
	Prepare FFPR Plans for Submittal		-										
	Prepare for, Participate in FFPR		4	4									
	Address / Implement FFPR Comments	GDOT and City	48	8	40								
	Address Final Corrected Plans comments/revisions		24	4	20								
	Prepare / Submit Final Plans		8	2	6								
			-										
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
7	Construction Services	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
	Answer Design Inquiries after let/prior to construction		-										
	Answer Design Questions during Construction	RFIs and Shop Drawing review	-										
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
8	Special Studies (Additional Services)	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			-										
			-										
			-										
			Total Hours	Project Manager	Landscape Architect	Landscape Designer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
9	Public Involvement	Assumptions / Notes	260	134	126	-	-	-	-	-	-	-	-
	Prepare for, Attend PIOH, Respond to Comments	No Dry Run, City scheduling, organizing, etc - 3 meetings	60	30	30								
	Support for Project website		-										
	Plan, Prepare for, Conduct Local Government Meetings	2 council meetings incl prepare display/material including 2 photo realistic images	40	24	16								
	Stakeholder Meetings	20 individual/face-to-face meetings with owners/businesses throughout design, incl prepare display/material	160	80	80								
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Discipline: **Heath & Lineback Engineers, Inc.**
Bridge Design & Hydraulics

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 156.53%	FCCM @	
		TOTALS ==>	1,584	\$ 210,017.46	\$ -	\$ 19,092.50	\$ 190,924.96	\$ 74,425.98	\$ 116,498.98	\$ -	
1	Concept Development		42	\$ 4,937.30	\$ -	\$ 448.85	\$ 4,488.45	\$ 1,749.68	\$ 2,738.77	\$ -	
2	Database Preparation		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document		14	\$ 1,633.39	\$ -	\$ 148.49	\$ 1,484.90	\$ 578.84	\$ 906.06	\$ -	
4	Preliminary Plans		748	\$ 97,797.12	\$ -	\$ 8,890.65	\$ 88,906.47	\$ 34,657.34	\$ 54,249.13	\$ -	
5	Right of Way Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans		780	\$ 105,649.65	\$ -	\$ 9,604.51	\$ 96,045.14	\$ 37,440.12	\$ 58,605.02	\$ -	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

Discipline: Bridge Design & Hydraulics

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator				
	TOTALS ==>	1,584	2	2	320	500	120	640	-	-	-	-	-
1	Concept Development	42	-	-	4	10	20	8	-	-	-	-	-
2	Database Preparation	-	-	-	-	-	-	-	-	-	-	-	-
3	Environmental Document	14	-	-	2	4	-	8	-	-	-	-	-
4	Preliminary Plans	748	2	2	128	252	100	264	-	-	-	-	-
5	Right of Way Plans	-	-	-	-	-	-	-	-	-	-	-	-
6	Final Plans	780	-	-	186	234	-	360	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)	-	-	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	-	-	-	-	-	-	-	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental				
	TOTALS ==>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -											
2	Database Preparation	\$ -											
3	Environmental Document	\$ -											
4	Preliminary Plans	\$ -											
5	Right of Way Plans	\$ -											
6	Final Plans	\$ -											
7	Construction Services	\$ -											
8	Special Studies (Additional Services)	\$ -											
9	Public Involvement	\$ -											

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Heath & Lineback Engineers, Inc.

Discipline: Bridge Design & Hydraulics

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Hours by Task

			Total Hours	Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
1	Concept Development	Assumptions / Notes	42	-	-	4	10	20	8	-	-	-	-
	Prepare Structure Concepts	2 pre-engineered bridges (over Fellowship Road + over Burnt Fork Creek)	34			2	8	16	8				
	Concept Hydraulic (stream crossings, new location)	1 bridge over Burnt Fork Creek + trail along floodplain	8			2	2	4					
			-										
			-										
				Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
2	Database Preparation	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
				Project Principal	Project Manager	Senior Engineer	Engineer	Designer	CADD Technician	Clerical Administrator	-	-	-
3	Environmental Document	Assumptions / Notes	14	-	-	2	4	-	8	-	-	-	-
	Coordinate on Bridge Construction/Demolition method (Including preparing bridge related portion of Section 20 plans)	1 bridge over Burnt Fork Creek + trail along floodplain	14			2	4		8				
			-										
			-										

Proj. No.: **N/A**

PI No.: 0019054

Prime: **Heath & Lineback Engineers, Inc.**

Date: 4-Sep-2022

v Select Firm from Pulldown. Uses List on Project Tab

Project: **Tucker-Northlake Trail**

County: DeKalb

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline

Proj. No.: **N/A**

DL No. : 0014

PI No.: 0019054

Prime: **Heath & Lineback Engineers, Inc.**

Date: 4-Sep-2022

- ▼ Select Firm from Pulldown. Uses List on Project Tab

Project: **Tucker-Northlake Trail**

County: **DeKalb**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

Discipline:

Heath & Lineback Engineers, Inc.

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

[illegible]

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

SEI			Hours & Cost Estimate								
Discipline: Traffic Operations			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS								
Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 164.26%	FCCM @ 0.17%	
		TOTALS ==>	210	\$ 30,035.61	\$ -	\$ 2,728.93	\$ 27,306.68	\$ 10,326.66	\$ 16,962.57	\$ 17.45	
1	Concept Development		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Database Preparation		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Preliminary Plans		86	\$ 12,651.61	\$ -	\$ 1,149.48	\$ 11,502.13	\$ 4,349.80	\$ 7,144.98	\$ 7.35	
5	Right of Way Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans		124	\$ 17,384.00	\$ -	\$ 1,579.45	\$ 15,804.55	\$ 5,976.86	\$ 9,817.59	\$ 10.10	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

SEI

Discipline: Traffic Operations

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total Hours	Project Principal \$109.00	Project Engineer - Sr. \$70.20	Project Engineer \$40.39	Engineer \$31.25	Designer -Sr.	Designer	CADD Technician	Project Administrator		
	TOTALS ==>	210	8	68	54	80	-	-	-	-	-	-
1	Concept Development	-	-	-	-	-	-	-	-	-	-	-
2	Database Preparation	-	-	-	-	-	-	-	-	-	-	-
3	Environmental Document	-	-	-	-	-	-	-	-	-	-	-
4	Preliminary Plans	86	4	30	20	32	-	-	-	-	-	-
5	Right of Way Plans	-	-	-	-	-	-	-	-	-	-	-
6	Final Plans	124	4	38	34	48	-	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)	-	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	-	-	-	-	-	-	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental			
	TOTALS ==>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -										
2	Database Preparation	\$ -										
3	Environmental Document	\$ -										
4	Preliminary Plans	\$ -										
5	Right of Way Plans	\$ -										
6	Final Plans	\$ -										
7	Construction Services	\$ -										
8	Special Studies (Additional Services)	\$ -										
9	Public Involvement	\$ -										

PI No.: 0019054

Date: 4-Sep-2022

SEI

County: **DeKalb**

Fixed Fee %: **10%**

▼ Select Firm from Pulldown. Uses List on Project Tab

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline: **Traffic Operations**

Hours & Cost Estimate

Hours by Task

[illegible]

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

SEI				It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS									
Discipline:	Traffic Operations			Hours & Cost Estimate									
			Total Hours	Project Principal	Project Engineer - Sr.	Project Engineer	Engineer	Designer -Sr.	Designer	CADD Technician	Project Administrator	-	-
4	Preliminary Plans	Assumptions / Notes	86	4	30	20	32	-	-	-	-	-	-
	Office of Traffic Operations		-										
	Discipline Management & Coordination	16 Monthly virtual status meetings	16		16								
	Prepare Preliminary Signing & Marking Plans - Signal Upgrade Projects Only		-										
	Prepare 50% Signal Plans and Review with Traffic Operations	1 signal revision permit (SR 236/Lavista Road); 2 mid-block crossings (E Exchange Road and Railroad Avenue)	32		4	8	20						
	Complete Preliminary Signal Plans	1 signal revision permit (SR 236/Lavista Road); 2 mid-block crossings (E Exchange Road and Railroad Avenue)	20		2	6	12						
	Prepare Preliminary Signal Communication Plans		-										
	Prepare Preliminary ATMS/ITS Plans		-										
	Signal Plan quantities in CES		4		2	2							
	Prepare for, Participate in PFPR		4		4								
	Respond to PFPR Comments		6		2	4							
	Internal Quality Assurance Reviews		4	4									
			-										
			-										
			Total Hours	Project Principal	Project Engineer - Sr.	Project Engineer	Engineer	Designer -Sr.	Designer	CADD Technician	Project Administrator	-	-
5	Right of Way Plans	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
	Note: Use Rd tab(s) for Limited Scope Signal or ITS-only projects		-										
			-										
			Total Hours	Project Principal	Project Engineer - Sr.	Project Engineer	Engineer	Designer -Sr.	Designer	CADD Technician	Project Administrator	-	-
6	Final Plans	Assumptions / Notes	124	4	38	34	48	-	-	-	-	-	-
	Office of Planning		-										
	Discipline Management & Coordination		-										
	Obtain Traffic Counts		-										
	Update Design Traffic Diagrams		-										
	Prepare Memo, Submit for Approval		-										
	Internal Quality Assurance Reviews		-										
			-										
	Office of Traffic Operations		-										
	Discipline Management & Coordination	16 Monthly virtual status meetings	16		16								
	Finalize Signal Plans (PFPR Corrections)	1 signal revision permit (SR 236/Lavista Road); 2 mid-block crossings (E Exchange Road and Railroad Avenue)	40		4	12	24						
	Finalize Signal Communication Plans (PFPR Corrections)		-										
	Finalize ATMS/ITS Plans and Details (PFPR Corrections)		-										
	Finalize Detailed Construction Quantities, Cost Estimate		4		2	2							
	Prepare for, Participate in FFPR		4		4								
	Respond to FFPR Comments		6		2	4							
	Correct FFPR plans and submit		14		2	4	8						

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

SEI			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS										
Discipline:	Traffic Operations		Hours & Cost Estimate										
	PS&E Submittal	2		2									
	Address comments prior to letting	6		2	4								
	Internal Quality Assurance Reviews	4	4										
	Signal Permits Pack Submissions	Assume 2 rounds of comments	28	4	8	16							
		-	-										
		-	-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

SEI			Hours & Cost Estimate										
Discipline: Traffic Operations			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS										
			Total Hours	Project Principal	Project Engineer - Sr.	Project Engineer	Engineer	Designer -Sr.	Designer	CADD Technician	Project Administrator	-	-
7	Construction Services	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			-										
			-										
			-										
			Total Hours	Project Principal	Project Engineer - Sr.	Project Engineer	Engineer	Designer -Sr.	Designer	CADD Technician	Project Administrator	-	-
8	Special Studies (Additional Services)	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
	Prepare Interchange Modification Report (IMR)		-										
	Prepare Interchange Justification Report (IJR)		-										
			-										
			-										
			Total Hours	Project Principal	Project Engineer - Sr.	Project Engineer	Engineer	Designer -Sr.	Designer	CADD Technician	Project Administrator	-	-
9	Public Involvement	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
	Office of Traffic Operations		-										
	Discipline Management & Coordination		-										
	Prepare for, Attend PIOH, Respond to Comments		-										
	Prepare for, Attend PHOH, Respond to Comments		-										
	Prepare for, Participate in CAC Meetings		-										
	Prepare for, Attend Local Government Meetings		-										
	Prepare for, Attend Key Stakeholder Meetings		-										
	Prepare for, Attend EJ Community Meetings		-										
	Prepare for, Attend Neighborhood Meetings		-										
	Prepare for, Attend Special Interest Group Meetings		-										
	Prepare for, Participate in Charrette		-										
			-										
	Office of Design Policy & Support		-										
	Discipline Management & Coordination		-										
	Prepare visualization/simulation of traffic		-										
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

▼ Select Firm from Pulldown, Uses List on Project Tab

Discipline	Edwards-Pitman Environmental			Hours & Cost Estimate							
				It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS							
Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 132.01%	FCCM @ 0.080%	
		TOTALS ==>	3,604	\$ 353,117.75	\$ 2,376.00	\$ 31,875.62	\$ 318,866.13	\$ 137,389.00	\$ 181,367.22	\$ 109.91	
1	Concept Development		1,696	\$ 166,691.02	\$ 300.00	\$ 15,121.72	\$ 151,269.30	\$ 65,177.00	\$ 86,040.16	\$ 52.14	
2	Database Preparation		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document		1,284	\$ 118,410.17	\$ 1,926.00	\$ 10,586.15	\$ 105,898.02	\$ 45,628.00	\$ 60,233.52	\$ 36.50	
4	Preliminary Plans		24	\$ 2,797.99	\$ -	\$ 254.28	\$ 2,543.71	\$ 1,096.00	\$ 1,446.83	\$ 0.88	
5	Right of Way Plans		40	\$ 4,656.51	\$ -	\$ 423.19	\$ 4,233.32	\$ 1,824.00	\$ 2,407.86	\$ 1.46	
6	Final Plans		528	\$ 57,294.34	\$ 150.00	\$ 5,193.31	\$ 51,951.03	\$ 22,384.00	\$ 29,549.12	\$ 17.91	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		32	\$ 3,267.72	\$ -	\$ 296.97	\$ 2,970.75	\$ 1,280.00	\$ 1,689.73	\$ 1.02	

Hour Summary by Discipline

Total Hours	Envir Analyst Hours	History Hours	Archaeology Hours	Ecology Hours	Air Hours	Noise Hours
3,604	318	2,040	470	744	18	14
1,696	164	1,196	-	336	-	-
-	-	-	-	-	-	-
1,284	44	698	430	92	12	8
24	16	-	-	8	-	-
40	32	-	-	8	-	-
528	30	146	40	300	6	6
-	-	-	-	-	-	-
-	-	-	-	-	-	-
32	32	-	-	-	-	-

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION																					
<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY																					
Staff Type / Project Hourly Rates / Hours																					
Phase	Description	Assumptions / Notes	Total Hours	Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist
				\$62.00	\$40.00		\$37.75	\$36.50	\$32.50	\$59.00	\$35.00	\$25.00	\$56.00	\$46.00	\$30.00		\$50.00	\$27.00		\$50.00	\$27.00
	TOTALS ==>		3,604	64	254	-	380	1,420	240	46	224	200	12	634	98	-	2	16	-	2	12
1	Concept Development		1,696	38	126	-	236	820	140	-	-	-	12	250	74	-	-	-	-	-	-
2	Database Preparation		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Environmental Document		1,284	8	36	-	116	496	86	30	200	200	-	84	8	-	-	12	-	-	8
4	Preliminary Plans		24	4	12	-	-	-	-	-	-	-	-	8	-	-	-	-	-	-	-
5	Right of Way Plans		40	8	24	-	-	-	-	-	-	-	-	8	-	-	-	-	-	-	-
6	Final Plans		528	6	24	-	28	104	14	16	24	-	-	284	16	-	2	4	-	2	4
7	Construction Services		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Public Involvement		32	-	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs																					
Phase	Description	Assumptions / Notes	Total Other Direct Costs	Mileage @ 0.625 /mile	Truck Rental for Arch @ \$128/day	Curation @ \$350/box	Site File Search @ \$330/search														
	TOTALS ==>		\$ 2,376	\$ 450	\$ 896	\$ 700	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development		\$ 300	\$ 300																	
2	Database Preparation		\$ -																		
3	Environmental Document		\$ 1,926		\$ 896	\$ 700	\$ 330														
4	Preliminary Plans		\$ -																		
5	Right of Way Plans		\$ -																		
6	Final Plans		\$ 150	\$ 150																	
7	Construction Services		\$ -																		
8	Special Studies (Additional Services)		\$ -																		
9	Public Involvement		\$ -																		

Proj. No.: **N/A**
PI No.: **0019054**
Prime: **Heath & Lineback Engineers, Inc.**
Date: **4-Sep-2022**

Contract Type: **Cost Plus Fixed Fee**
Fixed Fee %: **10%**

▼ Select Firm from Pulldown, Uses List on Project Tab

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline			Hours & Cost Estimate																		Hour Summary by Discipline									
Hours by Task			Total Hours	Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist									
1	Concept Development		1,612	38	126	-	236	820	140	-	-	-	12	250	74	-	-	-	-	-	-									
	NEPA		-																											
	Assumptions																													
	Perform Environmental Management and Coordination	Assumes 36 month project	72	36	36																									
	Update T-PRO and P-6	Assumes 36 month project	18		18																									
	Attend Project Team Meetings	Assumes 36 month project	36		36																									
	Conduct Early Coordination		-																											
	Attend Kickoff and Concept Meeting(s)	assumes virtual	4	2	2																									
	Survey for NEPA Resources		8		8																									
	Contribute to Concept Report		2		2																									
	Attend PAR and Contribute to PAR Report		-																											
	Prepare EJ Tech Memo		-																											
	Prepare Need, Purpose, and Logical Termini (NELT) Report		16		16																									
	Contribute to Need and Purpose		-																											
	Conduct Land Use Research for ICE		-																											
	Prepare for and Attend Value Engineering Study		-																											
	Perform All Functions of A3M		8		8																									
	Assist with IJR/IMR		-																											
			-																											
			-																											
	Ecology	Assumptions	-																											
	Discipline Management - Coordination	6 agency meetings (virtual)	12										12																	
	File Review & Deliverables Schedule Development/Coordination w/ GDOT Ecologist		8											8																
	Prepare for and attend project meetings and prepare, review and comment on minutes	Assumes 36 monthly project status meetings (1 hour each)	36											36																
	Desktop Review & Early Coordination		4											4																
	Field Survey	Assumes 2 ecologists X 3 days for field survey and 1 ecologist for 1 day for data processing	56											32	24															
	ARDVRq Package & Field Visit		32											32																
	State Waters Determination Package & Field Visit		8											8																
	Resource Survey Report		88											80	8															
	Avoidance & Minimization Measures Meeting (A3M)	Preparation and attendance	8											8																
	Protected Species Survey (Terrestrial)	Assumes 1 survey season for 2 plant species - bay star vine and dwarf sumac												10	10															
	Protected Species Report (Short Form)	Assumes 2 short forms for plants												32	32															
			-																											
	Cultural Resources	Assumptions	-																											
	Discipline Management	Assumes 36 months	36				36																							
	Team Meetings		-																											
	History Field Survey/HRSR	assumes 72 resources (including commercial, residential, industrial, and a railroad) up to 1973 with a minimal viewshed, a Notification Letter, and 8 days of field survey for 2 people	1,160				200	820	140																					
	Perform Phase I Archaeological Survey/Report		-																											
	Prepare ARPA Permit		-																											
			-																											
			-																											
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City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

v Select Firm from Pulldown, Uses List on Project Tab

Edwards-Pitman			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS																		
Discipline	Environmental		Hours & Cost Estimate									Hour Summary by Discipline									
			Total Hours	Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist
3	Environmental Document		1,284	8	36	-	116	496	86	30	200	200	-	84	8	-	-	12	-	-	8
	Perform Environmental Management and Coordination	covered in line 56	-																		
	Update T-PRO and P-6	covered in line 57	-																		
	Prepare for and Attend Constructability Review	not anticipated	-																		
	Attend Project Meetings	covered in line 58	-																		
	Complete Form AD-1006 for Farmland Impacts		-																		
	Assess Direct, Indirect and Cumulative Effects (ICE) to the Social Environment		-																		
	Assess/Coordinate for Direct, Indirect and Cumulative Effects (ICE) to Water Quality, Floodplains, and Farmland		-																		
	Assess Visual Impacts (EIS only)		-																		
	Coordinate for Local Park Involvement/De Minimis Finding		-																		
	Coordinate for Section 6(f)		-																		
	Coordinate for Federal Lands Involvement		-																		
	Prepare Categorical Exclusion (CE)		40	8	32																
	Prepare Programmatic Categorical Exclusion (PCE)		-																		
	Prepare Environmental Assessment (EA)		-																		
	Prepare Finding of No Significant Impact (FONSI)		-																		
	Prepare EA/FONSI for Federal Lands Involvement		-																		
	Prepare Draft Environmental Impact Statement (DEIS)		-																		
	Prepare Final EIS/Record of Decision		-																		
	Prepare Supplemental EIS		-																		
	Conduct Alternatives Analysis for Programmatic Section 4(f) Evaluation		-																		
	Conduct Alternatives Analysis for Individual Section 4(f) Evaluation	Assumes no 4(f) use for the project and therefore no documentation.	-																		
	Prepare Programmatic 4(f) Evaluation		-																		
	Prepare Individual Section 4(f) Evaluation		-																		
	Prepare EJ Mitigation Plan		-																		
	Prepare and Update Commitments Table		4		4																
	Prepare GEPA B Document		-																		
	Prepare GEPA EER		-																		
			-																		
			-																		
			-																		
			-																		
			-																		
	Cultural Resources	Assumptions	-																		
	Discipline Management	see line 85 for history	6							6											
	Team Meetings		12					6			6										
	Perform Historic Resources Surveys/Report /Addendums		-																		
	Perform Archaeological Resources Surveys/Report	Corridor is approximately 3 miles long, so approximately 271 systematic shovel tests. Assume will find 1 new site, so add 20 shovel tests for delineation. No previously identified sites within ESB.	346							16	130	200									
	Perform Phase II Archaeological Testing/Report		-																		
	Prepare ARPA Permit		-																		
	Prepare Cultural Resources Assessment of Effects	assumes 36 resources and no additional fieldwork	664				108	420	72	8	56										
	Prepare Memorandum of Agreement		24				8	16													
	Contribution to Section 4f		4					4													
	A3M- input into sharepoint and attend meeting(s) (Meeting(s)/Data Entry)	Archaeology contribute as needed.	20					10	2		8										
	State-Funded Documentation		-																		
	Review and comment on PFPR plans	assumes detailed plan review for ESAs and construction activity for up to 36 resources	52					40	12												
			-																		
	Ecology	Assumptions	-																		
	Discipline Management – Coordination	Covered in Line 74	-																		

City of Tucker				Project: Tucker-Northlake Trail																			
COST PROPOSAL				County: DeKalb																			
Proj. No.: N/A				Contract Type: Cost Plus Fixed Fee																			
PI No.: 0019054				Fixed Fee %: 10%																			
Prime: Heath & Lineback Engineers, Inc.																							
Date: 4-Sep-2022				v Select Firm from Pulldown, Uses List on Project Tab																			
Edwards-Pitman				It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS																			
Discipline	Environmental			Hours & Cost Estimate										Hour Summary by Discipline									
	File Review & Deliverables Schedule Development/Coordination w/ GDOT Ecologist	Covered in Line 75	-																				
	Prepare for and attend project meetings and prepare, review and comment on minutes	Covered in Line 76	-																				
	Report - Assessment of Effects Report		88											80	8								
	Report - Combined ERS-AOE Report		-																				
	Report - Memo or "Write-off" Memo		-																				
	Preparation of Special Provision 107.23 (G or H)		4											4									
			-																				
	Air & Noise	Assumptions																					
	Conduct Site Visit, identify Land Uses (NAC Categories of Receptors) (Take a Minimum of 3 Validation Readings)		-																				
	Obtain and Study Permit Information		-																				
	Complete Noise Model for Existing and Design Year No-Build		-																				
	Complete Validation Run (Utilize Traffic Counted During Site Visit Validation Readings)		-																				
	Complete Noise Model for Design Year Build		-																				
	Study Mitigation Measures for Impacted Receptors, including Studying Noise Walls		-																				
	Analyze Any Feasible Noise Walls to determine if they are Reasonable to Construct		-																				
	Write Noise Assessment	Assumes Type III	8																	8			
	Noise QAQC		-																				
	Complete Noise Public Involvement Survey/s		-																				
	Attend Noise Public Involvement Meeting/s		-																				
			-																				
			-																				
	Review STIP/TIP Information		2														2						
	Calculate MOVES Emission Factors for Existing, Design Year Build and No-Build, Free Flow and Idle		-																				
	Run CAL3QHC Model for Existing, Design Year Build and No-Build		-																				
	Complete PM 2.5 Agency Coordination		-																				
	Complete MSAT Qualitative Analysis	Appendix A	2														2						
	Complete MSAT Quantitative Analysis		-																				
	Write Air Assessment		8														8						
	Air QAQC		-																				
			-																				
			-																				
			-																				
		Total Hours		Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist		
4	Preliminary Plans		24	4	12	-	-	-	-	-	-	-	-	8	-	-	-	-	-	-			
	NEPA	Assumptions	-																				
	Prepare for, Participate in PFPR		12	4	8																		
	Respond to PFPR Comments		4		4																		
	Ecology	Assumptions	-																				
	PFPR - Attend, take notes and provide written comments on plans, green sheet and report	Provide written comments and responses to ecology questions in PFPR report	8											8									
			-																				
		Total Hours		Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist		
5	Right of Way Plans		40	8	24	-	-	-	-	-	-	-	-	8	-	-	-	-	-	-			
	NEPA	Assumptions	-																				
	Prepare Environmental Reevaluation for R/W Authorization	Assumes CE Reevaluation	32	8	24																		
	Certify Project for ROW Authorization		-																				
	Ecology	Assumptions	-																				
	Review and provide written comments on green sheet and plans		8											8									
			-																				

City of Tucker			Project: Tucker-Northlake Trail																		
COST PROPOSAL			County: DeKalb																		
Proj. No.: N/A			Contract Type: Cost Plus Fixed Fee																		
PI No.: 0019054			Fixed Fee %: 10%																		
Prime: Heath & Lineback Engineers, Inc.																					
Date: 4-Sep-2022			v Select Firm from Pulldown, Uses List on Project Tab																		
Edwards-Pitman			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS																		
Discipline	Environmental		Hours & Cost Estimate									Hour Summary by Discipline									
			Total Hours	Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist
6	Final Plans		528	6	24	-	28	104	14	16	24	-	-	284	16	-	2	4	-	2	4
	NEPA	Assumptions	-																		
	Perform Environmental Management and Coordination	covered in line 56	-																		
	Update T-PRO and P-6	covered in line 57	-																		
	Attend Project Meetings	covered in line 58	-																		
	Prepare for, Participate in FFPR		10	2	8																
	Respond to FFPR Comments		-																		
	Prepare Environmental Reevaluation for Let	Assumes Minor/No Change Reevaluation Memo	20	4	16																
	Certify Project for Let		-																		
			-																		
	Cultural Resources	Assumptions	-																		
	Discipline Management		16				8			8											
	Team Meetings		-																		
	Prepare Addendum to Historic Resources Surveys/Report (fieldwork, report, QC)	assumes 3 additional resources, field survey for 2 people, if needed	50				8	40	2												
	Prepare Addendum to Archaeological Resources Surveys/Report	Assumes no additional fieldwork outside ESB and addendum reevaluation memo to address design description changes only; only one addendum to be prepared.	24							8	16										
	Prepare Addendum to Cultural Resources Assessment of Effects	assumes 2 new resources and re-eval of up to 36 existing resources with minimal plan changes, if needed	64				12	40	8		4										
	Review and comment on FFPR plans	Archaeology contribute and assumes detailed plan review for ESAs and construction activity for up to 36 resources	32					24	4		4										
			-																		
	Ecology	Assumptions	-																		
	Discipline Management – Coordination	Covered in Line 74	-																		
	File Review & Deliverables Schedule Development/Coordination w/ GDOT Ecologist	Covered in Line 75	-																		
	Prepare for and attend project meetings and prepare, review and comment on minutes	Covered in Line 76	-																		
	Field Survey	Assumes additional area field survey	16											8	8						
	Report - Addendum		72											72							
	Review and provide written comments on green sheet and plans		8											8							
	Buffer Variance Application		88											88							
	Buffer Variance Modification		-																		
	Permit Application – Section 404 RP 35 or Individual Permit		-																		
	Permit Application - Section 404 General Permit (non-RP 35)	Assumes impacts would remain in the NWP or RGP (non-RP 35) thresholds	88											88							
	Permit Application – Individual Permit Modification Letter		-																		
	Permit Application – Other		-																		
	Regional Conditions Stream Survey		16											8	8						
	FFPR - Attend, take notes and provide written comments on plans, green sheet and report		12											12							
			-																		
	Air & Noise	Assumptions	-																		
	Prepare Addendum to Air Quality Assessment		6														2	4			
			-																		
	Prepare Addendum to Noise Assessment		6																	2	4
	Prepare Vacant Parcel Reassessment		-																		
			-																		
			Total Hours	Envir Analyst - Manager/Lead	Envir Analyst - Senior Specialist	Envir Analyst - Specialist	History - Manager/Lead	History - Senior Specialist	History - Specialist	Archaeology - Manager/Lead	Archaeology - Senior Specialist	Archaeology - Specialist	Ecology - Manager/Lead	Ecology - Senior Specialist	Ecology - Specialist	Air - Manager/Lead	Air - Senior Specialist	Air - Specialist	Noise - Manager/Lead	Noise - Senior Specialist	Noise - Specialist
7	Construction Services	Assumptions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-																		
			-																		

Proj. No.: **N/A**
PI No.: **0019054**
Prime: **Heath & Lineback Engineers, Inc.**
Date: **4-Sep-2022**

Project: **Tucker-Northlake Trail**
County: **DeKalb**
Contract Type: **Cost Plus Fixed Fee**
Fixed Fee %: **10%**

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

v Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

SEI			Hours & Cost Estimate								
Discipline: Survey			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS								
Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 164.26%	FCCM @ 0.17%	
		TOTALS ==>	2,384	\$ 272,841.17	\$ 21,532.50	\$ 22,832.97	\$ 228,475.70	\$ 86,403.42	\$ 141,926.26	\$ 146.02	
1	Concept Development		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Database Preparation		2,169	\$ 253,097.61	\$ 21,181.50	\$ 21,071.03	\$ 210,845.08	\$ 79,735.99	\$ 130,974.34	\$ 134.75	
3	Environmental Document		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Preliminary Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Right of Way Plans		215	\$ 19,743.56	\$ 351.00	\$ 1,761.94	\$ 17,630.62	\$ 6,667.43	\$ 10,951.92	\$ 11.27	
6	Final Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

Discipline: SEI
Survey

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	
	TOTALS ==>	2,384	59	328	465	766	766	-	-	-	-
1	Concept Development	-	-	-	-	-	-	-	-	-	-
2	Database Preparation	2,169	58	326	461	662	662	-	-	-	-
3	Environmental Document	-	-	-	-	-	-	-	-	-	-
4	Preliminary Plans	-	-	-	-	-	-	-	-	-	-
5	Right of Way Plans	215	1	2	4	104	104	-	-	-	-
6	Final Plans	-	-	-	-	-	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	-	-	-	-	-	-	-	-	-	-
			RP	AG	LB	GA	BB			AW	

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs	Research	Mileage	Letters			Underground Utility Location	RR Coordination		
	TOTALS ==>	\$ 21,533	10@\$5/Parcel	N/C (DeKalb Co)	10@\$0.55						
1	Concept Development	\$ -									
2	Database Preparation	\$ 21,182		\$ 2,281.50				\$ 16,400.00	\$ 2,500.00		
3	Environmental Document	\$ -									
4	Preliminary Plans	\$ -									
5	Right of Way Plans	\$ 351		\$ 351.00							
6	Final Plans	\$ -									
7	Construction Services	\$ -									
8	Special Studies (Additional Services)	\$ -									
9	Public Involvement	\$ -									

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

✓ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

Discipline: **SEI**
Survey

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Hours by Task

			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	
1	Concept Development	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-
	Concept Photo Control Surveys		-									
	Project Management		-									
			-									
			-									
2	Database Preparation	Assumptions / Notes	2,169	58	326	461	662	662	-	-	-	-
	Survey Control											
	Existing Control Recon./Validation	Request from GDOT, if available, augment with new Traverse.	9			1	4	4				
	GPS Control Monuments & Surveys	Set GPS Pairs along Traverse.	68		14		27	27				
	TBM Digital Leveling	Run digital leves the entire length of the project. Tie to any old database benchmarks for checks. Approx. 18,000ft.	101		29	14	29	29				
	Prepanel Photo Control											
	Photo Control Surveys	Set points for LiDAR Flight	44		4	8	16	16				
	Conventional Control Surveys	Run traverse to GDOT standards. Approx. 18,000ft.	134	1	38	19	38	38				
	Compile Control Pack	Control pack will not be provided. Will provide a text file for location of control to client.	2		1	1						
	Property Database											
	Tax Map & Deed Research	Research approximately up to 80 parcels	90		30	60						
	Compile Property Owner Information	Create new PSR	30		6	24						
	Prop. Corner Surveys & CADD/Validate Existing Prop.DB	Find corners and create new prop file based on current monumentation	392	2	120	30	120	120				
	Validate Existing PSR											
	Compile Property Package		30		6	24						
	Topographic Surveys											
	Mobile/Terrestrial Lidar Collection	Terrestrial LiDAR to supplement Roadway location & bridge location	80				40	40				
	Lidar processing/Extraction	Extract/Process Lidar to supplement conventional surveys	88		8	80						
	Roadway Profile Surveys & CADD	Approx. 17,250ft of roadway location.	243	1	12	46	92	92				
	Surface Utility Surveys & CADD	Locate visible above ground utilities and marked underground utilities.	105		5	20	40	40				

City of Tucker
COST PROPOSAL

Proj. No.: **N/A**

PI No.: **0019054**

Prime: **Heath & Lineback Engineers, Inc.**

Date: **4-Sep-2022**

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: **Tucker-Northlake Trail**

County: **DeKalb**

Contract Type: **Cost Plus Fixed Fee**

Fixed Fee %: **10%**

SEI				Hours & Cost Estimate									
Discipline	Survey			It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS									
	Supplemental Topo Surveys & CADD	31 acres total (enhance obscured areas, approx. 18.5 acres outside of roadway) Includes locating Hardwoods & Softwoods trees 30" and up, specimen trees 10" and up. Includes locating Railroad as needed. Includes location of Burnt Fork Creek.	259	2	23	78	78	78					
	Railroad Surveys & CADD	Included in Line 82. Coordination in ODC's											
	Storm Water Survey (structures)	Will need to locate drainage and collect cross drain pipe conditions.	134		14	40	40	40					
	Channel Hydraulic Surveys & CADD	will need to locate Burnt Fork Creek through and along survey limits. Included in Line 82.											
	Wetland Survey Location & CADD												
	Bridge Survey & CADD	1 bridge at Northlake over I285. Included in Line 82.											
	Lake & Pond Surveys												
	Survey Mobilization	Will need 1 hr a day each way for mobilization-2 man crew	260				130	130					
	Management & Coordination												
	Meetings & Coordination		6	6									
	Quality Control		64	16	16	16	8	8					
	Project Management		30	30									
	Maintenance of Traffic												
			-										
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

v Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

Discipline	SEI Survey			Hours & Cost Estimate									It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS	
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
3	Environmental Document	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-		
	404 Permit Survey		-											
	Mobilization		-											
			-											
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
4	Preliminary Plans	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-		
	Stake Centerline													
	Stake Bridge End Roll/Slope Paving		-											
	Mobilization		-											
	Project Management		-											
			-											
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
5	Right of Way Plans	Assumptions / Notes	215	1	2	4	104	104	-	-	-	-		
	Stake R/W and Easements	Recover existing control. Stake Approx.17,250, up to 40 Parcels (one time only)	174		2	4	84	84						
	Mobilization	Will need 1 hr a day each way for mobilization-2 man crew	40				20	20						
	Project Management		1	1										
			-											
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
6	Final Plans	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-		
	Partial RAW Staking		-											
	Update/Validate Existing Database		-											
	Mobilization		-											
	Project Management		-											
			-											
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
7	Construction Services	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-		
			-											
			-											
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
8	Special Studies (Additional Services)		-	-	-	-	-	-	-	-	-	-		
			-											
			-											
			-											
			Total Hours	Project Manager	Registered Land Surveyor	Technician	Survey Party Chief	Instrumentman	Rodman / Flagman	Clerical	CADD Operator	-		
9	Public Involvement		-	-	-	-	-	-	-	-	-	-		
			-											
			-											

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

0
0-Dec-1900
0

Survey & Mapping Assumptions/Limits

Assumptions

Mapping

Length To Be Mapped		Feet
Corridor Width of Mapping		Feet
Is Aerial LIDAR being utilized	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mapping Area		Acres
Obscure Areas		Acres
Is Photography and/or LIDAR provided by GDOT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will Existing Photography Be Used?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If So, What is the Date of the Flight?		

Bridge Surveys

Low Impact Bridge Project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Number of Bridges		
Bridge Length / Lengths		LF
Is New Alignment Anticipated	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, To Which Side		
Bridge Over Road / Railroad / Waterway		
Mainline Length (Excluding Bridge)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Parcel Count for Research and Survey		
Channel Length of Survey		LF

Field Surveys

Survey Enhancement Corridor Width	50-150	Feet
Obscure Areas within survey enhancement area	18.5	Acres
Number of Lake/Pond Survey Areas		
No. of Bridge Surveys		
No. of Hydrologic/Hydraulic Surveys		
Number of Culverts Requiring Channel Survey		
Number of 404 Permit Surveys (If Any)		
Storm Drainage Survey Length		LF
Mainline length of survey enhancement		LF
Roadway Profile Length / Mainline	16250	LF
Roadway Profile Length / Sideroads	1000	LF
Is terrestrial or mobile LIDAR being utilized	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Which type of LIDAR		
Roadway Data Being Supplied From Aerial LIDAR	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Parcel Count for Research and Survey		
Number of Field Crew Personnel	2	
ROW/Easement Staking Length		LF
ROW/Easement Staking Parcel Count		
New Alignment Area Length		LF
New Alignment Area Width		Feet
Number of Septic Systems within enhancement		
Is This Database Changing Ownership	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Land Use

	Urban Residential
80%	Urban Business/Public
	Suburban Residential
	Suburban Business/Public
	Rural Residential
	Rural Business/Public
	Open/Pasture/Cultivated
20%	Woods (Obscure Areas)
100%	TOTAL

City of Tucker
COST PROPOSAL

Proj. No.: **N/A**
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Prime: **Heath & Lineback Engineers, Inc.**
Date: **4-Sep-2022**

Project: **Tucker-Northlake Trail**
County: **DeKalb**
Contract Type: **Cost Plus Fixed Fee**
Fixed Fee %: **10%**

0
0-Dec-1900
0

Survey & Mapping Assumptions/Limits

Survey Limits (Include narrative of limits or display)

SCOPE/ASSUMPTIONS:

The City of Tucker will provide H&L GIS data for setup and initial design.
Research adjoining property owners obtain current deeds and plats – obtain existing R/W plans, if available
Prepare and send property access notification letters
Set GPS control “pairs” (NAD 1983(2011), NAVD 1988, SPCS GA West 1985) via eGPS Solutions
Set primary control
Field survey of individual trees with size and type per city ordinance Hardwood/Softwood Trees 30" and up DBH Specimen Trees 10" and up DBH
Field survey of front property evidence
Aerial LiDAR will be used to supplement ground topo location
Terrestrial LiDAR will be used to supplement roadway location
Field survey of terrain breaklines and ground points (typical DTM feature)
Field survey of existing edge of pavements, back of curbs and road centerlines and mainline
Field survey of existing buildings, fences, driveway, etc. (typical topographic features)
Field survey of existing storm sewer systems (sizes, types and inverts)
Field survey of existing sanitary sewer systems (sizes, types and inverts)
Field survey of above ground “visible” utilities and marked underground utilities.
Underground utilities will be marked by third party.
Field survey of Burnt Fork Creek. FEMA Floodplain to be pulled from FEMA database, or added by H&L.
Property resolution
R/W and easment staking (one time only)

SCHEDULE:

Weather permitting; we will perform the work described in the above Scope of Services as expeditiously as practical to meet the following schedule upon receipt of your written authorization to proceed.
Database – TBD

DELIVERABLES:

Microstation and InRoads
Survey Control File .CSV/.TXT
PSR (.xlsx)



City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

Detailed OMAT Cost Proposal
Spreadsheet(s) Must be Submitted with
Main Spreadsheet if Geotech is Included

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

▼ Select Firm from Pulldown, Uses List on Project Tab

NOVA

It is the Consultant's responsibility to ensure all
hours and costs are accounted for in the TOTALS

Discipline: Geotechnical/Pavement/USTs		Hours & Cost Estimate								
Phase	Description	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 131.09%	FCCM @ 0.20%	
	TOTALS ==>	1,100	\$ 262,574.01	\$ 92,906.25	\$ 15,412.21	\$ 154,255.55	\$ 66,693.57	\$ 87,428.60	\$ 133.38	
1	Concept Development	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Database Preparation	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Preliminary Plans	164	\$ 27,879.35	\$ 1,176.72	\$ 2,425.60	\$ 24,277.03	\$ 10,496.36	\$ 13,759.68	\$ 20.99	
5	Right of Way Plans	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans	936	\$ 234,694.66	\$ 91,729.53	\$ 12,986.61	\$ 129,978.52	\$ 56,197.21	\$ 73,668.92	\$ 112.39	
7	Construction Services	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
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Date: 4-Sep-2022

Detailed OMAT Cost Proposal
Spreadsheet(s) Must be Submitted with
Main Spreadsheet if Geotech is Included

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

▼ Select Firm from Pulldown, Uses List on Project Tab

NOVA

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hours and costs are accounted for in the TOTALS

Discipline: Geotechnical/Pavement/USTs Hours & Cost Estimate

Phase Level Summary - Labor

▼ Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
			\$123.56	\$123.56	\$90.18	\$88.94	\$62.50	\$44.31	\$34.62	\$34.62	\$40.25
	TOTALS ==>	1,100	30	47	56	76	382	373	67	23	46
1	Concept Development	-									
2	Database Preparation	-									
3	Environmental Document	-									
4	Preliminary Plans	164	6	11	-	17	64	56	-	-	10
5	Right of Way Plans	-									
6	Final Plans	936	24	36	56	59	318	317	67	23	36
7	Construction Services	-									
8	Special Studies (Additional Services)	-									
9	Public Involvement	-									

Phase Level Summary - Other Direct Costs

Phase	Description	Total Other Direct Costs
	TOTALS ==>	\$ 92,906
1	Concept Development	
2	Database Preparation	
3	Environmental Document	
4	Preliminary Plans	\$ 1,177
5	Right of Way Plans	
6	Final Plans	\$ 91,730
7	Construction Services	
8	Special Studies (Additional Services)	
9	Public Involvement	

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022

Detailed OMAT Cost Proposal
Spreadsheet(s) Must be Submitted with
Main Spreadsheet if Geotech is Included

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

v Select Firm from Pulldown, Uses List on Project Tab

It is the Consultant's responsibility to ensure all
hours and costs are accounted for in the TOTALS

Discipline: **NOVA**
Geotechnical/Pavement/USTs **Hours & Cost Estimate**

SUMMARY BY PHASE/MAJOR TASK - TOTAL COSTS

Phase	Description	Total Hours	Total Contract Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 131.09%	FCCM 0.20%	
	TOTALS ==>	1,100	\$ 262,574.01	\$ 92,906.25	\$ 15,412.21	\$ 154,255.55	\$ 66,693.57	\$ 87,428.60	\$ 133.38	\$ -
4	Preliminary Plans - TOTALS	164	\$ 27,879.35	\$ 1,176.72	\$ 2,425.60	\$ 24,277.03	\$ 10,496.36	\$ 13,759.68	\$ 20.99	
	ESA-1: Limited Phase I Environmental Site Assessment	164	\$ 27,879.35	\$ 1,176.72	\$ 2,425.60	\$ 24,277.03	\$ 10,496.36	\$ 13,759.68	\$ 20.99	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans - TOTALS	936	\$ 234,694.66	\$ 91,729.53	\$ 12,986.61	\$ 129,978.52	\$ 56,197.21	\$ 73,668.92	\$ 112.39	
	BFI-1: Bridge Over Fellowship Road (160 ft Single Span)	164	\$ 40,053.46	\$ 12,439.90	\$ 2,508.35	\$ 25,105.21	\$ 10,854.43	\$ 14,229.07	\$ 21.71	
	BFI-2: Bridge Over Burnt Fork Creek (120 ft Single Span) & 500 lf of Boardwalk (20 Spans of 25 lf)	426	\$ 119,449.26	\$ 58,849.13	\$ 5,504.77	\$ 55,095.36	\$ 23,820.90	\$ 31,226.82	\$ 47.64	
	WFI-1: Wall Foundation Investigation (Three Fill Walls of 150 lf & 15 ft High Each)	346	\$ 75,191.94	\$ 20,440.50	\$ 4,973.49	\$ 49,777.95	\$ 21,521.88	\$ 28,213.03	\$ 43.04	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

SUMMARY BY PHASE/MAJOR TASK - HOURS

			Staff Type / Hourly Rates / Hours								
		Total Hours	Principal	Project Manager	2nd Review Engineer or Professional	1st Review Engineer or Professional	Project Engineer or Professional	Field Engineer or Professional	Technician	CADD Technician	Support Assistant
Phase	Description										
	TOTALS ==>	1,100	30	47	56	76	382	373	67	23	46
4	Preliminary Plans - TOTALS	164	6	11	-	17	64	56	-	-	10
	ESA-1: Limited Phase I Environmental Site Assessment	164	6	11		17	64	56			10
		-									
		-									
		-									
		-									
6	Final Plans - TOTALS	936	24	36	56	59	318	317	67	23	36
	BFI-1: Bridge Over Fellowship Road (160 ft Single Span)	164	4	12	14	14	64	41	5	4	6
	BFI-2: Bridge Over Burnt Fork Creek (120 ft Single Span) & 500 lf of Boardwalk (20 Spans of 25 lf)	426	8	12	18	18	125	182	38	13	12
	WFI-1: Wall Foundation Investigation (Three Fill Walls of 150 lf & 15 ft High Each)	346	12	12	24	27	129	94	24	6	18
		-									
		-									
		-									
		-									
		-									

City of Tucker
COST PROPOSAL

Proj. No.: **N/A**
 PI No.: **0019054**
 Prime: **Heath & Lineback Engineers, Inc.**
 Date: **4-Sep-2022**

**Detailed OMAT Cost Proposal
 Spreadsheet(s) Must be Submitted with
 Main Spreadsheet if Geotech is Included**

Project: **Tucker-Northlake Trail**
 County: **DeKalb**
 Contract Type: **Cost Plus Fixed Fee**
 Fixed Fee %: **10%**

▼ Select Firm from Pulldown, Uses List on Project Tab

NOVA

**It is the Consultant's responsibility to ensure all
 hours and costs are accounted for in the TOTALS**

Discipline: **Geotechnical/Pavement/USTs** **Hours & Cost Estimate**

SUMMARY BY PHASE/MAJOR TASK - OTHER DIRECT COSTS

Phase	Description	Total Other Direct Costs
	TOTALS ==>	\$ 92,906
4	Preliminary Plans - TOTALS	\$ 1,177
	ESA-1: Limited Phase I Environmental Site Assessment	\$ 1,177
6	Final Plans - TOTALS	\$ 91,730
	BFI-1: Bridge Over Fellowship Road (160 ft Single Span)	\$ 12,440
	BFI-2: Bridge Over Burnt Fork Creek (120 ft Single Span) & 50	\$ 58,849
	WFI-1: Wall Foundation Investigation (Three Fill Walls of 150 ft	\$ 20,441

<< Copy and Paste Values for Other Direct Costs from OMT Spreadsheet in Total Other Direct Costs

<< Copy and Paste Values for Other Direct Costs from OMT Spreadsheet in Total Other Direct Costs

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Wi-Skies

Discipline:

Lighting Design

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 138.03%	FCCM @ 0.03%	
		TOTALS ==>	434	\$ 53,065.83	\$ 125.00	\$ 4,812.25	\$ 48,128.58	\$ 20,217.00	\$ 27,905.52	\$ 6.06	
1	Concept Development		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Database Preparation		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Preliminary Plans		228	\$ 26,950.59	\$ 62.50	\$ 2,444.09	\$ 24,444.00	\$ 10,268.00	\$ 14,172.92	\$ 3.08	
5	Right of Way Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans		206	\$ 26,115.24	\$ 62.50	\$ 2,368.16	\$ 23,684.58	\$ 9,949.00	\$ 13,732.60	\$ 2.98	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies (Additional Services)		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

City of Tucker
COST PROPOSAL

Proj. No.: N/A
PI No.: 0019054
Prime: Heath & Lineback Engineers, Inc.
Date: 4-Sep-2022 v Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail
County: DeKalb
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

Discipline: **Wi-Skies**
Lighting Design

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

v Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total	Principal \$90.00	Lead Lighting Engineer \$72.00	Senior Lighting Designer \$56.00	Lead Field Engineer \$53.00	Operations Manager \$51.00	Electrical Engineer \$49.00	Technician \$41.00	Lighting Designer 1 \$25.00		
	TOTALS ==>	434	35	40	12	6	24	80	133	104	-	-
1	Concept Development	-	-	-	-	-	-	-	-	-	-	-
2	Database Preparation	-	-	-	-	-	-	-	-	-	-	-
3	Environmental Document	-	-	-	-	-	-	-	-	-	-	-
4	Preliminary Plans	228	14	16	10	2	6	54	68	58	-	-
5	Right of Way Plans	-	-	-	-	-	-	-	-	-	-	-
6	Final Plans	206	21	24	2	4	18	26	65	46	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies (Additional Services)	-	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	-	-	-	-	-	-	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental			
	TOTALS ==>	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -										
2	Database Preparation	\$ -										
3	Environmental Document	\$ -										
4	Preliminary Plans	\$ 63				\$ 63						
5	Right of Way Plans	\$ -										
6	Final Plans	\$ 63				\$ 63						
7	Construction Services	\$ -										
8	Special Studies (Additional Services)	\$ -										
9	Public Involvement	\$ -										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Wi-Skies

Discipline: Lighting Design

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Hours by Task

			Total Hours	Principal	Lead Lighting Engineer	Senior Lighting Designer	Lead Field Engineer	Operations Manager	Electrical Engineer	Technician	Lighting Designer 1	-	-
1	Concept Development	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			-										
			-										
2	Database Preparation	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			-										
3	Environmental Document	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			-										
4	Preliminary Plans	Assumptions / Notes	228	14	16	10	2	6	54	68	58	-	-
	Discipline Management & Coordination		10	4	2			4					
	Site Visits		8						8				
	Begin coordination with Power Co. for Service Point Location(s)		8		4				4				
	Prepare photometric analyses as required in scope (roadway, sidewalk, intersection, underpass, and/or tunnel photometric studies)		74	4	4	2			24		40		
	Final photometrics, including two options		22		2	2	2		8		8		
	Alternative photometric study	Only at GDOT request	-										
	Prepare Photometric Plan Sheets		68	2		2				60	4		
	Prepare Preliminary Detailed Construction Quantities, Cost Estimate		4						4				
	Internal Quality Assurance Reviews		6	2		4							
	Revise Photometrics per GDOT Comments		12		2				2	4	4		
	Coordinate with GDOT Aviation Program Manager and FAA	Required for any projects with HMT within 3 miles of airport	-										
	Prepare for, Participate in PFPR		8	2				2	4				
	Address PFPR Comments		8		2					4	2		
			-										
			-										
			-										

City of Tucker
COST PROPOSAL

Proj. No.: N/A

PI No.: 0019054

Prime: Heath & Lineback Engineers, Inc.

Date: 4-Sep-2022

▼ Select Firm from Pulldown, Uses List on Project Tab

Project: Tucker-Northlake Trail

County: DeKalb

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Wi-Skies

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Discipline: Lighting Design

Hours & Cost Estimate

			Total Hours	Principal	Lead Lighting Engineer	Senior Lighting Designer	Lead Field Engineer	Operations Manager	Electrical Engineer	Technician	Lighting Designer 1	-	-
5	Right of Way Plans	Assumptions / Notes	-	-	-	-	-	-	-	-	-	-	-
			-										
			-										
			Total Hours	Principal	Lead Lighting Engineer	Senior Lighting Designer	Lead Field Engineer	Operations Manager	Electrical Engineer	Technician	Lighting Designer 1	-	-
6	Final Plans	Assumptions / Notes	206	21	24	2	4	18	26	65	46	-	-
	Discipline Management & Coordination		16	4	6			6					
	Finalize Service Point Location		6		2		2		2				
	Prepare Voltage Drop calculations and Size all electrical equipment		18		2				8		8		
	Review Design Guide for Guardrail requirements	Only for standalone lighting projects	-										
	Placement of Guardrail on Plans	Only for standalone lighting projects	-										
	Erosion Control	Only for standalone lighting projects	-										
	Prepare Draft Lighting Plans for Second Utility Submittal		58		2		2	2	4	32	16		
	Address Second Utility Submittal Comments/Adjustments	This shall include performing new photometric calculations (as many as needed) to address conflict with utility or redesign by other disciplines. Submit to GDOT for approval. Address GDOT comments.	40	4	2			2	4	12	16		
	Prepare General Notes, Legend, and Pole Data Sheet(s)		4						2	2			
	Prepare Single Line Diagram(s) and Wiring Schematic (if needed)		4						2	2			
	Prepare Detail Sheets (to include Lights, Foundations, Service Points, Junction Boxes, etc...)		14		2				2	4	6		
	Prepare Special Provisions		2	2									
	Prepare Supplemental Specifications		2		2								
	Finalize Detailed Construction Quantities, Cost Estimate		6		2				2	2			
	Foundation Design	Only if necessary once Standard is adopted.	-										
	Internal Quality Assurance Reviews		6	4		2							
	Prepare Final Submittal Package for use in FFPR		8		2			2		4			
	Prepare for, Participate in FFPR		6	4				2					
	Address FFPR Comments		6		2			2		2			
	Provide corrected FFPR Plans		4					2		2			
	Provide Final Sealed Plans to Contract		2	1						1			
	Revise Plans, Prepare Amendments During Bidding Process		4	2						2			
			-										
			-										
			-										
			-										

PI No.: 0019054

Date: 4-Sep-2022

Wi-Skies

- **v Select Firm from Pulldown.** Uses List on Project Tab

County: **DeKalb**

Fixed Fee %: **10%**

Discipline:

Wi-Skies

Lighting Design

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

[illegible]



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Approval of a Project Framework Agreement for the Tucker-Northlake Trail

Description for on Agenda:

Approval of a Project Framework Agreement for the Tucker-Northlake Trail

Issue:

This PFA is a contract between the City of Tucker and the Georgia Department of Transportation for professional engineering services for the design of the Tucker-Northlake Trail.

Recommendation:

Staff recommends approving this Project Framework Agreement.

Background:

The City's Trail Master Plan shows a desired trail connection from downtown Tucker to Northlake Mall. A application was submitted to the Atlanta Regional Commission requesting federal funding for the engineering and right-of-way acquisition phases. \$560,000 in federal funding was approved for the engineering phase and an additional \$920,910 was approved for right-of-way.

Summary:

This PFA is an agreement that the City of Tucker will comply with all federal and state guidelines for the professional engineering phase of the project. In accepting these funds, the City agrees to fund the balance of engineering fees.

Financial Impact:

The federal portion of the professional engineering phase of the project is \$560,000. The City will be responsible for the remainder of this service.

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF TUCKER
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF TUCKER**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the “Agreement”).

WHEREAS the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit “A”, attached, and incorporated herein by reference, identified as PI # 0019054 and hereinafter referred to as the "PROJECT"; and

WHEREAS the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: June 23, 2023) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the

DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Exhibit "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. RESERVED

5. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

9. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):

☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through _____

OR

☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- d. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.
12. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – STIP/TIP Sheet

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Request for Qualifications (RFQ) and prequalified consultant award selection package

13. COMPLIANCE WITH APPLICABLE LAWS

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated (“O.C.G.A.”)

relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kim Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor
Atlanta, Georgia 30308
Telephone#: (404)631-1575
E-mail: knesbitt@dot.ga.gov

LOCAL GOVERNMENT

Name: Tami Hanlin
Title: City Manager
1975 Lakeside Parkway, Ste. 350
Tucker, GA 30084

Telephone#: (678) 488-6063
Email: thanlin@tuckerga.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

15. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

16. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

17. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

18. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

19. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

City of Tucker, Georgia

By: _____
Commissioner

By: _____
Frank Auman, Mayor

Signed, sealed and delivered this
_____, in the presence of:

Attest:

Treasurer

Witness – Lisa Owen, Records Management Clerk

Notary Public – Bonnie Warne, City Clerk

This Agreement, approved by
City of Tucker, this _____

Attest:

Tami Hanlin, City Manager

Federal Employer Identification Number: 81-2478360

Exhibit A

DK-460	TUCKER-NORTHLAKE TRAIL	Jurisdiction	DeKalb County	Existing	Planned	Length (mi.)	Network Year
0019054	FROM DOWNTOWN TUCKER TO NORTHLAKE MALL	Sponsor	City of Tucker	N/A	N/A	2.6	TBD
Programmed		Service Type	Last Mile Connectivity / Sidepaths and Trails	Analysis			LCI <input type="checkbox"/> Flex <input type="checkbox"/>
				Exempt from Air Quality Analysis (40 CFR 93)			

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE		2022	Transportation Alternatives (Section 133(h)) - Urban (>200K) (ARC)	\$560,000	\$0,000	\$140,000	\$0,000	\$700,000
ROW		2024	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$920,910	\$0,000	\$230,228	\$0,000	\$1,151,138
CST		2025	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$5,020,000	\$0,000	\$5,020,000
				\$1,480,910	\$0,000	\$5,390,228	\$0,000	\$6,871,138

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0019054, City of Tucker, Tucker-Northlake Trail fm downtown Tucker to Northlake Mall
Sponsor/Local Government's Name:	City of Tucker
Sponsor/Local Government's Address:	1975 Lakeside Parkway Suite 250 Tucker, GA 30084

LOCAL GOVERNMENT AFFIDAVIT

By executing this affidavit, the undersigned person or entity 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 on behalf of the Georgia Department of Transportation 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 person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1111041

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

7/21/16

Date of Authorization

City of Tucker

Name of Local Government

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

Tami Hanlin

Printed Name (of Authorized Officer or Agent)

City Manager

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Date Signed

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name	City of Tucker
UEI (SAM)	DEKQU1ZMTF89
Federal Award Identification Number (FAIN)	693JJ22230000Z3E1GA0019054
Federal award date (see § 200.39 Federal Award Date)	APRIL 01, 2022
Amount of Federal Funds Obligated by this action	\$560,000.00
Total Amount of Federal Funds Obligated to the subrecipient	\$560,000.00
Total Amount of the Federal Award	\$560,000.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tucker-Northlake Trail fm downtown Tucker to Northlake Mall
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

**APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of City of Tucker whose address is 1975 Lakeside Parkway Suite 250 Tucker, GA 30084 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Tami Hanlin, City Manager

APPENDIX D CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Tucker whose address 1975 Lakeside Parkway Suite 250 Tucker, GA 30084, and it is also certified that:

I. **PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. **STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. **SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Tami Hanlin, City Manager

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring nondiscrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

City of Tucker assures that no person shall on the grounds of race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. City of Tucker assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Tami Hanlin, City Manager

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
 Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
 1973 Federal-aid Highway Act (23 USC 324)
 The 1975 Age Discrimination Act (42 USC 6101) Implementing
 Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
 Environmental Justice (EJ) Executive Order 13166 on Limited
 English Proficiency (LEP)

**NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix F

Date Posted: 3/29/2022

City of Tucker

Request for Qualifications

To Provide

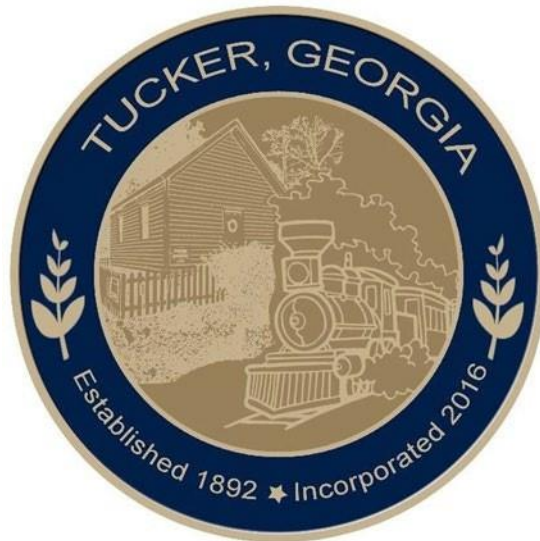
Engineering Design Services

GDOT PI# 0019054

Tucker-Northlake Trail

RFQ #2022-009

Qualifications Due: May 3, 2022



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

REQUEST FOR QUALIFICATIONS

RFQ #2022-009

Engineering Design Services

I. General Project Information

A. Overview

The City of Tucker, GA is soliciting Statement of Qualifications (SOQs) from qualified firm(s) or organization(s) to provide consultant services for concept report and engineering design services for the Tucker-Northlake Trail from downtown Tucker to Northlake Mall.

This Request for Qualifications (RFQ) seeks to identify potential providers for the Scope of Services for the project/contract listed in Exhibit I. Firms that respond to this RFQ, and are determined by the City of Tucker (City) to be sufficiently qualified, may be deemed eligible, and invited to offer a technical approach and/or possibly present and/or interview for these services. All respondents to this RFQ are subject to instructions communicated in this document, and are cautioned to completely review the entire RFQ and follow instructions carefully. The City of Tucker reserves the right to reject any or all SOQs or Technical Approach, and to waive technicalities and informalities at the discretion of the City.

B. IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT.

From the advertisement date of this solicitation until successful respondents are selected and the award is made official and announced, firms are not allowed to communicate about this solicitation or scope with any staff of the City of Tucker including the Mayor and City Council Members, except for the submission of questions as instructed in the RFQ, or with the contact designated in RFQ Section VIII.C., or as provided by any existing work agreement(s). For violation of this provision, the City reserves the right to reject the submittal of the offending respondent.

C. The City of Tucker does not have a Disadvantaged Business Enterprise (DBE) participation goal assigned to this scope of services.

A Disadvantaged Business Enterprise (DBE) goal is not assigned to this project's Preliminary Engineering (PE) activities. The City encourages DBE participation. The City will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation DBE Program Plan.

For more information on the GDOT DBE Program please contact:

Georgia Department of
Transportation Equal Opportunity
Division
One Georgia Center, 7th
Floor 600 West Peachtree
Street, NW Atlanta,
Georgia 30308
Phone: (404) 631-1972

D. Scope of Services

Under the terms of the resulting Agreement, the selected consultant will provide engineering design services, for the Project identified. The anticipated scope of work for the project/contract is included in **Exhibit I**.

In addition, the City desires that the Consultant have the ability to provide, either with its own forces or through a sub-consultant team member, comprehensive services necessary to fulfill all preliminary engineering services which may arise during the project cycle.

E. Contract Term and Type

The City anticipates one (1) Multi-Phase, Project Specific contract to be awarded to one (1) firm, for the project/contract identified. The City anticipates that the payment method will be Cost Plus Fixed Fee. As a Project

Specific contract, it is the City's intention that the Agreement will remain in effect until successful completion of the Preliminary Engineering (PE) phase of the projects. The City may choose to utilize the selected consultant for construction revisions, administration, engineering and inspection. These items may be included in the contract scope.

F. Contract Amount

The Multi-Phase, Project Specific contract amount will be determined via negotiations with the City of Tucker. If the City is unable to reach a satisfactory agreement and at reasonable rates to be paid for the services to be provided, the City reserves the right to terminate negotiations with the highest scoring finalist and begin negotiations with the next highest scoring finalist.

II. Selection Method

A. Method of Communication

All general communication of relevant information regarding this solicitation will be made via the Georgia Procurement Registry (GPR) under RFQ-#2022-009. All firms are responsible for checking the GPR on a regular basis for updates, clarifications, and announcements. The City reserves the right to communicate via electronic- mail with the primary contact listed in the SOQ. Other specific communications will be made as indicated in the remainder of this RFQ.

B. Phase I - Selection of Finalists

Based on the SOQ submitted in response to the projects/contracts listed in this RFQ, the Selection Committee will review the **Experience and Qualifications** and **Resources and Workload Capacity** listed in **Section IV. Selection Criteria for Phase I**. The Selection Committee will discuss the top submittals and the final rankings of the top submittals will be determined. From the final rankings of the top submittals, the Selection Committee will identify three (3) to five (5) firms which will be shortlisted.

All firms must meet the minimum requirements as listed in **Section IV.A.** below.

C. Finalist Notification for Phase II

Firms selected and shortlisted as finalists will receive notification and final instructions from the City regarding the
Phase II – Technical Approach response.

D. Phase II - Finalists Response on Technical Approach and Past Performance

The City will request a **Technical Approach** of the three (3) to five (5) finalist firms for the project/contract. The City reserves the right to request a presentation/interview on any project/contract as determined in its best interests; however, this additional requirement shall typically be reserved for the most complex projects. Each finalist firm shall be notified in writing and informed of the Technical Approach due date. Any additional detailed Technical Approach instructions and requirements, beyond that provided in **Section V. Selection Criteria for Phase II**, for the finalists will be provided in the Finalist Notification. All members of the Selection Committee will review the Technical Approach (and will attend the presentation/interview if so chosen). **Firms shall not address any questions, prior to the award announcement, to anyone other than the designated contact.**

E. Final Selection

Final selection will be determined by carrying the scores from **Phase I** forward for each Finalist and by evaluating the **Technical Approach** and **Past Performance** criteria for **Phase II**. The Selection Committee will discuss the Finalist's Phase II Responses and the final rankings will be determined.

Negotiations will then be initiated with the top-ranked firm(s) to finalize the terms and conditions of the contract(s), including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm(s), The City will formally terminate the negotiations and possibly enter into negotiations with the second highest- ranking firm, and so on in turn until a mutual agreement is established and the City awards a contract. The final form of the contract shall be developed by the City.

III. Schedule of Events

The following Schedule of Events represents the City's best estimate of the Schedule that will be followed. All times indicated are prevailing times in Atlanta, Georgia. The City reserves the right to adjust the Schedule as deemed necessary.

BID ACTIVITY SCHEDULE	
Release of RFQ	March 29, 2022
Deadline for Questions, Phase I	April 14, 2022
Responses to Questions Posted (Addenda)	April 19, 2022
Deadline for Submission of SOQ	May 3, 2022, at 2:00 p.m. EDT
Completion of Evaluation, shortlist for Phase II	May 12, 2022
Deadline for written questions from finalists	May 19, 2022
Phase II Response of Finalist firms due	May 26, 2022
Anticipated Award at Council Meeting	June 13, 2022 (tentative)
Completion from Date of Notice to Proceed	3 Years

Submit your Statement of Qualification to procurement@tuckerga.gov

IV. Selection Criteria for Phase I - Criteria for Evaluation of Statements of Qualifications

A. Area Class Requirements and Certification

Presented teams must be prequalified in the indicated Area Class(es) in order to be evaluated. Required proof of prequalification shall be submitted as indicated in **Section VI.B.4.** below. All Submittals will be pre-screened to verify that the Prime consultant has the required Area Class(es) and that the overall team has the required Area Class(es). Any submittal in which the Prime consultant or the overall team area class requirements are not met will be disqualified from further consideration.

Each submittal will require a certification to allow the City to analyze risks in determining if any Firm should be ineligible for award. The certification shall cover a wide variety of information. Any firm which responds in any potentially concerning manner must provide additional information as directed herein for consideration by the City to determine if Firm is eligible for award.

B. Project Manager, Key Team Leader(s) and Prime's Experience, and Qualifications – 30%

The Selection Committee will evaluate all firms on their Experience and Qualifications, which shall account for a total of thirty (30%) percent of the total evaluation. **The following criteria for scoring Phase I of the evaluation will be utilized to determine which firms are shortlisted:**

1. Project Manager education, registration, relevant engineering experience, relevant project management experience, experience in utilizing GDOT specific processes, manuals, or guidance.
2. Key Team Leaders' education, registration, relevant technical experience, and relevant experience in utilizing GDOT specific processes, manuals, or guidance.

3. Prime Consultant's experience in delivering projects of similar complexity, size, scope, and function.

C. Project Manager, Key Team Leader(s) and Prime's Resources, and Workload Capacity – 20%

The Selection Committee will evaluate all firms on their Resources availability and Workload Capacity which shall account for a total of twenty (20%) percent of the total evaluation. **The following criteria for scoring the Resources and Workload Capacity will be utilized to determine which firms are shortlisted:**

1. Project Manager Workload
2. Workload capacity of Key Team Leader(s)
3. Resources dedicated to delivering project
4. Ability to Meet Project Schedule

V. Selection Criteria for Phase II - Criteria for Evaluation of Technical Approach and Past Performance

A. Technical Approach – 40%

The Selection Committee will evaluate the shortlisted firms (Finalists) on their Technical Approach, which shall account for a total of forty (40%) percent. The Selection Committee shall utilize the following additional criteria for scoring Phase II of the evaluation to determine the highest ranked/most qualified (**NOTE: Scores from Phase I will be carried forward and combined with the scores from the Phase II to determine the final ranking of Finalists**):

1. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.
3. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

B. Past Performance – 10%

The Selection Committee may consider information provided via references provided for relevant projects, knowledge any selection committee member has of performance on relevant projects, and performance evaluations or knowledge presented on GDOT projects. The Selection Committee will consider all factors in their totality and score from 0 to 10 when arriving at a final score for the Past Performance.

VI. Instructions for Content and Preparation of Statements of Qualifications – Phase I Response

The Statements of Qualifications submittal must be submitted in accordance with the instructions provided in Section VIII, and must be **organized, categorized using the same headings (in red), and numbered and lettered** exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. **It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City to ensure compliance with the page limitations.**

Cover page – Each project/contract submittal must have a separate cover page for each copy of each submittal for each project/contract and each must list the RFQ#, RFQ Title, proposing firm's full legal name and the specific project contract being submitted on to include the PI Number, City of Tucker, and Description.

A. Administrative Requirements

It is required to submit the information below for each copy of each submittal. This is general information and will not be scored but may be used to determine eligibility for selection. **Under Administrative Requirements section, only submit the information requested; additional information will be subject to disqualification of your firm.**

1. **Basic company information:**
 - a. **Company name.**
 - b. **Company Headquarter Address.**
 - c. **Contact Information** - Name and all contact information (telephone number(s) and e-mail address) of primary

proposing contact (this will be the individual who will receive all communications).

- d. **Company website** (if available).
- e. **Georgia Address(es)**
- f. **Staff** - List the number and disciplines of staff members employed in each office in the State of Georgia.

- g. **Ownership** - Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?
2. **Certification Form** - Complete the Certification Form (*Exhibit "II" enclosed with RFQ*), and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
3. **Georgia Security and Immigration Compliance Act Affidavit** – Complete the form (*Exhibit "III" enclosed with RFQ*), and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
4. **Addenda** - Signed cover page of any Addenda issued for the Prime ONLY.

B. **Experience and Qualifications**

1. **Project Manager** - Provide information pertaining to the project manager, including but not limited to:
 - a. **Education**
 - b. **Registration** (if necessary and applicable)
 - c. **Relevant engineering experience**
 - d. **Relevant project management experience** for projects of similar complexity, size, scope, and function.
 - e. **Relevant experience** utilizing all applicable processes, manuals, or guidance, including but not limited to GDOT's Plan Development Process, Design Policy, Environmental Procedures Manual, Utility Accommodations Policy and Standards Manual etc.

This information is limited to two (2) pages maximum.

2. **Key Team Leaders** - Provide experience of Key Team Leaders (defined as those individuals who oversee project areas determined as particularly important to each specific project, refer to the Project Description in **Exhibit I, specifically Section 7** for the list of Key Team Leaders for each Project). For each Key Team Leader identified provide:
 - a. **Education**
 - b. **Registration** (if necessary and applicable.)
 - c. **Relevant experience** in the applicable resource area of the most relevant projects.
 - d. **Relevant experience** utilizing all applicable processes, manuals, or guidance, including but not limited to GDOT's Plan Development Process, Design Policy, Environmental Procedures Manual, Utility Accommodations Policy and Standards Manual etc. which are specific to the key team leader's area.

This information is limited to one (1) page maximum for each Key Team Leader identified in Section 7 of each Exhibit I. Respondents submitting more than one (1) page for each Key Team Leader identified will be subject to disqualification. Respondents who provide more Key Team Leaders than what is outlined in the requirement will be subject to disqualification as this would provide an advantage over firms who complied with the requirement and had the required number of Key Team Leaders. Respondents who do not provide the required Key Team Leaders will be subject to disqualification as this does not meet the requirements of the project and therefore would deem the respondent and its team unqualified for the award.

3. **Prime Experience** - Provide information on the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function, which demonstrate the firm's capabilities to provide services. For each project, the following information should be provided:
 - a. **Client name, project location and dates** during which services were performed.
 - b. **Description of overall project and services performed** by your firm.
 - c. **Duration of project services provided** by your firm, and overall project budget.
 - d. **Experience** utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.)
 - e. **Client(s) current contact information** including contact names, telephone numbers and email address.
 - f. **Involvement of Key Team Leaders** on the projects.

This information is limited to two (2) pages maximum.

4. **Area Class Summary Form and Notice of Professional Consultant Qualifications** - Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom the City will contract. The

Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. Prime Consultants and their sub-consultant team members must meet the Area Class requirements listed in Exhibit I for each project on which they apply. In regards to the required Area Classes, for each project/contract on which they apply, respondents should submit a summary form (example provided in Exhibit IV) which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the team listed in the Statement of Qualifications (SOQs). The area classes and firm's meeting the area classes listed on the summary form must meet all required area classes or the team will be disqualified. If a team member's prequalification will expire prior to the due date of the SOQs, documentation must be provided which shows that the firm has submitted its application for prequalification prior to the SOQ due date. The team must maintain its prequalification certification in order to be considered eligible for award if selected. **Additionally, respondents should submit the Notice of Professional Consultant Qualifications (for the Prime Consultant and all sub-consultants for each project) issued by the City and attach after the Area Class summary form.**

This information is limited to the one (1) page for the Area Class table (unless the project needs require an extensive list of area classes) and the required Notice of Professional Consultant Qualifications.

C. Resources/Workload Capacity

1. **Overall Resources** - Provide information regarding the overall resources dedicated to delivering the specific project, including:
 - a. **Organizational chart** which identifies the project manager, prime, Key Team Leaders, support personnel, and reporting structure. This chart may be submitted on a 11" x 17" page. **(Excluded from the pagecount)**
 - b. **Primary Office** - Identify and discuss the primary office which will be responsible for handling the specific project and the number and types of staff within the office and how this office could benefit the project and promote efficiency. This information to be included on the one (1) page with the Narrative on Additional Resource Areas and Ability.
 - c. **Narrative on Additional Resource Areas and Ability** – Respondents are to provide information regarding additional resource areas identified as important to the project, to discuss how the key areas will integrate and work together on the project, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the PM and Key Team Leaders can deliver the project on schedule given their workload capacity. (The City recognizes that some individuals may be able to meet the schedule while carrying heavier project loads.) Respondents may discuss the advantages of your team and the abilities of the team members which will enable the project to meet the proposed schedule as identified in **Exhibit I** (where applicable). If there is no proposed schedule, discuss the advantages of the team and the abilities of the team members which will enable the project to move as expeditiously as possible. Respondents submitting more than the one (1) page allowed (combined for C1.b. and C1.c.), will be subject to disqualification.
2. **Project Manager Commitment Table** - Provide a list of ALL projects (GDOT, other governments and private contracts – Information may be validated and any firm determined not to be listing all projects may be subject to disqualification) on which the proposed project manager is currently committed, to enable the City to ascertain the project manager's availability. Utilize a table similar to the following format with a minimum of all criteria indicated to provide the requested information:

Project Manager	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

3. **Key Team Leader Project Commitment Table** - Provide a table similar to the below, with a minimum of all criteria indicated, which identifies ALL projects the Key Team Leaders (refer to the Project Description in **Exhibit I**, specifically **Section 7** for the list of Key Team Leaders for each Project) are committed on to enable the City to ascertain the available capacity.

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

This information is limited to the organization chart (excluded from page count), [one (1) page of text to include both C1.b. Primary Office and C1.c. Narrative on Additional Resource Areas and Ability], and the tables.

VII. Instructions for Preparing Technical Approach and Past Performance Response – Phase II Response

The following information will only be requested of the shortlisted firms. The Selection Committee will evaluate the shortlisted firms using the information provided as requested below (NOTE: Scores from Phase I will be carried forward to Phase II):

The Phase II response must be submitted in accordance with the instructions provided in Section IX, and must be **organized, categorized using the same headings (in red), and numbered and lettered** exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. **It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City to ensure compliance with the page limitations.**

Phase II Cover page – Each submittal must have a separate cover page for each copy of each Phase II submittal and each must indicate the response is for Phase II, list the RFQ#, RFQ Title, proposing firm's full legal name and the specific project contract being submitted on to include the PI Number(s), County(ies), and Description.

A. Technical Approach

1. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.
3. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

This information will be limited to a maximum of three (3) pages.

B. Past Performance

No additional information should be submitted to fulfill this requirement. Information from the relevant projects listed as well as information on file with the City will be used to fulfill this requirement.

Past performance may be evaluated through the checking of project references for the proposed project manager as well as the firm. The City will check these references at random. For this reason, attention should be paid to the references provided to ensure that the contact information provided is accurate and the individual references are reachable. Other past performance information which may be utilized includes knowledge that any member of the Selection Committee has pertaining to the past performance of the firm on any project.

VIII. Instructions for Submittal for Phase I - Statements of Qualifications

- A. There is one (1) electronic version submittal required. The Submittal must follow the format and meet the content requirements identified in **Section VI**, entitled **Instructions for Content and Preparation of Statements of Qualifications – Phase I Response**. See **Attachment 1** for a summary of how the submittals should be prepared.

- B. Submittals must be typed on standard (8½" x 11") paper. The pages should be numbered, however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each section using a minimum of size 11 font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section should not be included and will be grounds for disqualification. Submittals are limited to the information requested in Section VI. Instructions for Content and Preparation of Statements of Qualifications - Phase I Response only. Hyperlinks or embedded video are not allowed.

Statements of Qualifications submittals must be a PDF document for each project/contract. Each PDF document must follow the naming convention for electronic records as follows: the proposing firm's full legal name, RFQ#, RFQ Title and the specific project contract number being submitted on. Submit your Statement of Qualification to procurement@tuckerga.gov

Statements of Qualifications **must be received by the City** prior to the deadline indicated in the Schedule of Events (*Section III of RFQ*).

No submittals will be accepted after the time and date set for receipt.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The City reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the City.

C. Questions and Requests for Clarification

Questions about any aspect of the RFQ, or the project, shall be submitted in writing via e-mail to procurement@tuckerga.gov. The deadlines for submission of questions relating to the RFQ are the times and dates shown in the (**Schedule of Events- Section III**). From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in **Section I.B**.

IX. Instructions for Submittal for Phase II – Technical Approach and Past Performance Response

THESE INSTRUCTIONS ARE INTENDED SOLELY FOR THOSE FIRMS IDENTIFIED AND NOTIFIED AS FINALISTS. Final Instructions will be provided to the Finalists in the notification.

Please note that each project/contract will follow an individual schedule which meets the availability of each Selection Committee. For this reason, the Notice to Selected Finalists and resulting Phase II responses may be on different schedules for each project/contract.

- A. There is one (1) electronic version submittal required. The Submittal must follow the format and meet the content requirements identified in **Section VII**, entitled Instructions for Preparing Technical Approach and Past Performance Response - Phase II Response. See **Attachment 1** for a summary of how the submittals should be prepared.
- B. Submittals must be typed on standard (8½" x 11") paper. The pages should be numbered, however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each

section using a minimum of size 11 font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section **should not be included and will be grounds for disqualification**. Submittals are limited to the information requested in Section VII. Instructions for Preparing Technical Approach and Past Performance Response-Phase II Response only. Hyperlinks or embedded video are not allowed.

- c. Technical Approach submittal must be a PDF document for each project/contract. Each PDF document must follow the naming convention for electronic records as follows: the proposing firm's full legal name, RFQ#, RFQ Title and the specific project contract being submitted on. To submit your Technical Approach procurement@tuckerga.gov

If a firm is responding to multiple projects/contracts, each submittal must be e-mailed separately using the naming convention for electronic records.

Technical Approach **must be received by the City** prior to the deadline indicated in Notice to Selected Finalists.

No submittals will be accepted after the time and date set for receipt.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The City reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the City.

No submittals will be accepted after the time and date set for receipt.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The City reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the City.

D. Questions and Requests for Clarification

Questions about any aspect of the Phase II Response for Finalists, shall be submitted in writing via e-mail to: procurement@tuckerga.gov or as directed in the Notice to Selected Finalists, if different. The deadlines for submission of questions relating to the Phase II Response will be identified in the Notice to Selected Finalists. From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in **Section I.B.**

X. Terms and Conditions

A. Statement of Agreement

With the submission of a Statement of Qualifications (SOQ), the respondent agrees that he/she

has carefully examined the Request for Qualifications, and agrees that it is the respondent's responsibility to request clarification on any issues in any section of the Request for Qualifications with which the respondent disagrees or needs clarified. The respondent also understands that failure to mention these items during the question period or in the SOQ will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a SOQ, the respondent hereby certifies: (a) that this SOQ is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere SOQ; (c) that respondent has not solicited or induced any person, firm, or corporation to refrain from sending a SOQ.

The respondent also understands that failure to provide required information may result in disqualification. Failure to provide administrative information may not result in disqualification. At the City's discretion, the City may notify

the respondent that administrative information is not provided or there was an error in the information provided, **and** the City will allow a respondent to provide an update to the administrative information. However, the exception to this is the provision of the required **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**, which by Georgia Law requires disqualification of the response. The above changes mentioned to administrative information would be considered allowable as these would be limited to changes which **do not** affect the information which the evaluators use to score the respondents. Failure of a respondent to provide the specific administrative information as required in the notice will result in disqualification. Any respondent who provides changes in addition to the information requested in the notice shall be subject to disqualification. Failure of a respondent's SOQ to provide any information pertaining to a respondent and its teams qualifications, of any type, will subject the SOQ to disqualification. The City will not allow updates to qualifications to be provided to avoid disqualification as this would allow a respondent to modify its SOQ and alter the information which evaluators would score. The above changes related to qualifications would not be allowable as these would allow changes which **do** affect the information which the evaluators use to score the respondents SOQ.

B. Joint-Venture Proposals, Sub-Consultants, and Vendors

The City does not generally desire to enter into "joint-venture" agreements with multiple firms. In the event two or more firms desire to "joint-venture", it is strongly recommended that one incorporated firm propose and maintain status as the Program Management firm with the remaining firms participating as major firms. Any joint-venture, proposed and established as a separate business entity, should have its own set of books and supporting documentation sufficient for an audit trail. Transactions should be recorded consistent with the joint-venture agreement, and care must be taken to ensure that the joint-venture bears its equitable share of the costs. Therefore, "unpopulated joint-ventures" would not have an adequate accounting system suitable for cost reimbursement contracts.

However more traditional "populated joint-ventures" are welcomed. A populated joint-venture is where an alliance is brought to life by infusing it with working capital, employees, and control systems. The alliance implements all necessary business systems, including payroll processing, purchasing, property control, etc.. The alliance will develop its own indirect rate structure and calculates its own indirect cost rates, based on the direct and indirect costs it incurs.

Sub-Consultants shall generally be considered any team member which is performing any service which typically requires prequalification, which is subject to the Audit and Accounting System Requirements, and whose services are billed as costs. Sub-Consultant Team Members must be written into the resulting Agreement and are subject to all terms and conditions in the Agreement. Vendors shall be considered any team member which is performing any service which typically does not require prequalification, which is not subject to the Audit and Accounting System Requirements, and whose services are billed as direct expenses. Vendors may not be written into the resulting Agreement and may not be subject to all terms and conditions in the Agreement.

C. Non-Discrimination and Disadvantaged Business Enterprise (DBE) Requirements

The City, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the

Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

A DBE goal is not assigned to this project's Preliminary Engineering (PE) phase. DBE participation is encouraged by prime contracting, sub-contracting, joint-venture or mentor/ protégé relationship.

For more information on the GDOT DBE Program please contact:

Georgia Department of
Transportation Equal
Opportunity Division
One Georgia Center, 7th
Floor 600 West Peachtree
Street, NW Atlanta,
Georgia 30308
Phone: (404) 631-1972

D. Audit and Accounting System Requirements

The City reserves the right to reject any proposal with firms that do not meet the following requirements:

1. Firm(s) should have an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
2. Any firm that currently has an aggregate contract amount exceeding \$250,000 should have submitted their yearly CPA overhead audit.
3. Firm(s) should have no significant outstanding deficient audit findings from previous contracts with the City that have not been resolved.
4. The prime is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

E. Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the respondent submitting the response. The City is not obligated to any respondent to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals as “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until a final award.

F. Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the City and does not obligate the City to procure or contract for any services. Neither the City nor any respondent submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the City and a respondent containing such terms and conditions as are negotiated between those parties. The City reserves the right to waive non-compliance with any requirements of this Request for Qualifications and to reject any or all proposals submitted in responses. Upon review of responses, the City will determine the respondent(s) proposal that in the sole judgment of the City is in the best interest of the City (if any is so determined), with respect to the evaluation criteria stated herein. The City then intends to conduct negotiations with such respondent(s) to determine if an acceptable contract may be reached.

G. Debriefings

Written debriefings may be given upon request. The names of the 3-5 finalists and the ultimate award will be posted on the City’s website, tuckerga.gov.

In lieu of Pre-Award and Post-Award debriefings, it shall be the City’s policy to provide the “Selection Package” at

H. Right to Cancel or Change RFQ

The City reserves the right to cancel any and all Request for Qualifications where it is determined to be in the best interest of the City to do so. The City reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for

this advertisement to routinely check the posting on the Georgia Procurement Registry for any revisions to this RFQ.

I. Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this solicitation. Any respondent submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

EXHIBIT I

Project/Contract

1. PI Number: #0019054
2. City of Tucker
3. Description: Concept Report and Preliminary Engineering for the Tucker-Northlake Trail.
4. This project is approximately 3.0-miles in length, beginning at the terminus of trail Segment 1A and terminating at Northlake Mall (Exhibit C). The selected consultant will provide surveys, planning, design, bidding and construction oversight services to the City of Tucker for this project.
5. Required Area Classes:

Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom the City will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. The Prime Consultant must be prequalified in the Area Classes identified below in Section 5.A. The Prime Consultant or sub-consultant team members must be prequalified in the Area Classes identified below in Section 5.B. Respondents should submit a summary form (example provided in **Exhibit IV**) which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the team listed in the Statement of Qualifications. The area classes listed on the summary form must meet all required area classes or the team will be disqualified. The Prequalification Expiration Date must be current by the deadline stated for this RFQ.

A. The **Prime Consultant** **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
1.06(a)	NEPA
1.06(b)	History
1.06(c)	Air Quality
1.06(d)	Noise
1.06(e)	Ecology
1.06(f)	Archaeology
3.02	Two-Lane or Multi-lane urban Roadway Design
3.06	Traffic Operations Studies
3.07	Traffic Operations Design
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies (Roadway)
3.13	Facilities for Bicycles and Pedestrians
3.15	Highway Lighting
4.01(a)	Minor Bridge Design
4.04	Hydraulic and Hydrological Studies (Bridges)
5.01	Land Surveying
5.02	Engineering Surveying
6.02	Bridge Foundation Studies
6.05	Hazardous Waste Site Assessment Studies
9.01	Erosion, Sedimentation, and Pollution Control Plan

B. The **Team** (either the Prime Consultant and/or one or more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed below. The Prime is to perform at least 51% of the value of the work.

Number	Area Class
3.02	Two-Lane or Multi-lane urban Roadway Design
3.13	Facilities for Bicycles and Pedestrians

6. Scope: For the scope of Phase I, see Section V above. The City will submit the Technical Scope of Services to the shortlisted firms.

EXHIBIT
II**CERTIFICATION FORM**

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

Initial each box below indicating certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The City of Tucker will review and make a determination as to whether or not the firm shall be considered further or disqualified).

- ☐ I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful.
- ☐ I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.
- ☐ I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.
- ☐ I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.
- ☐ I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five (5) years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.
- ☐ I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.
- ☐ I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.
- ☐ I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.
- ☐ I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm:
- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
 - II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
 - III. Has no significant outstanding deficient audit findings from previous contracts with the City that have not been resolved.
 - IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the City of Tucker to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This _____ day of _____, 20____.

Signature _____

NOTARY PUBLIC

My Commission Expires: _____

NOTARY SEAL

EXHIBIT III

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	
Address:	
Solicitation No./Contract No.:	<u>RFQ #2022-009</u>
Solicitation/Contract Name:	GDOT PI #0019054, DeKalb, Tucker-Northlake Trail

CONSULTANT AFFIDAVIT

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

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

 Name of Consultant

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

 Printed Name (of Authorized Officer or Agent of Consultant) Title (of Authorized
 Officer or Agent of Consultant)

 _____ Signature (of Authorized Officer or Agent)
 _____ Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 201__

[NOTARY
SEAL]

Notary Public

My Commission Expires: _____

Rev. 11/01/15

EXHIBIT IV

Area Class Summary Example

Respondents should complete a table similar to the below and indicate by placing an “X” in the appropriate column indicating the firm which meets each required area class for each specific project with particular emphasis on the area classes which the Prime must hold as well as the sub-consultants. The below table is a full listing of all area classes. Since no single advertisement would require every area class, Respondents should delete all the area classes which are not applicable to the project they are pursuing and only include the ones applicable. Particular attention should be paid to the date that consultants certificate expires.

Area Class #	Area Class Description	Prime Consultant Name	Sub-Consultant #1 Name	Sub-Consultant #2 Name	Sub-Consultant #3 Name	Sub-Consultant #4 Name	Sub-Consultant #5 Name	Sub-Consultant #6 Name
	DBE – Yes/No ->							
	Prequalification Expiration Date							
1.05	Alternate Systems Planning							
1.06(a)	NEPA							
1.06(b)	History							
1.06(c)	Air Quality							
1.06(d)	Noise							
1.06(e)	Ecology							
1.06(f)	Archaeology							
1.06(g)	Freshwater Aquatic Surveys							
1.07	Attitude, Opinion, and City Value Studies (Public Involvement)							
1.09	Location Studies							
1.10	Traffic Analysis							
3.01	Two-Lane or Multi-lane Rural Roadway Design							
3.02	Two-Lane or Multi-lane urban Roadway Design							
3.03	Multi-Lane Urban Roadway Widening and Reconstruction							
3.04	Multi-lane Rural Interstate Limited Access Design							
3.05	Multi-lane Urban Interstate Limited Access Design							
3.06	Traffic Operations Studies							
3.07	Traffic Operations Design							
3.08	Landscape Architecture Design							
3.09	Traffic Control Systems Analysis, Design and Implementation							
3.10	Utility Coordination							
3.12	Hydraulic and Hydrological Studies (Roadway)							
3.13	Facilities for Bicycles and Pedestrians							
3.15	Highway and Outdoor Lighting							
3.16	Value Engineering (VE)							
4.01	Minor Bridge Design							
4.02	Major Bridge Design							
4.04	Hydraulic and Hydrological Studies (Bridges)							
4.05	Bridge Inspection							
5.01	Land Surveying							
5.02	Engineering Surveying							
5.03	Geodetic Surveying							
5.04	Aerial Photography							
5.05	Photogrammetry							

5.06	Topographic Remote Sensing							
5.08	Overhead/Subsurface Utility Engineering (SUE)							
6.01(a)	Soil Survey Studies							

6.01(b)	Geological and Geophysical Studies							
6.02	Bridge Foundation Studies							
6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)							
6.04(a)	Laboratory Testing of Roadway Construction Materials							
6.04(b)	Field Testing of Roadway Construction Materials							
6.05	Hazardous Waste Site Assessment Studies							
8.01	Construction Engineering and Supervision							
9.01	Erosion, Sedimentation, and Pollution Control Plan							
9.02	Rainfall and Runoff Reporting							
9.03	Field Inspection for Erosion Control							

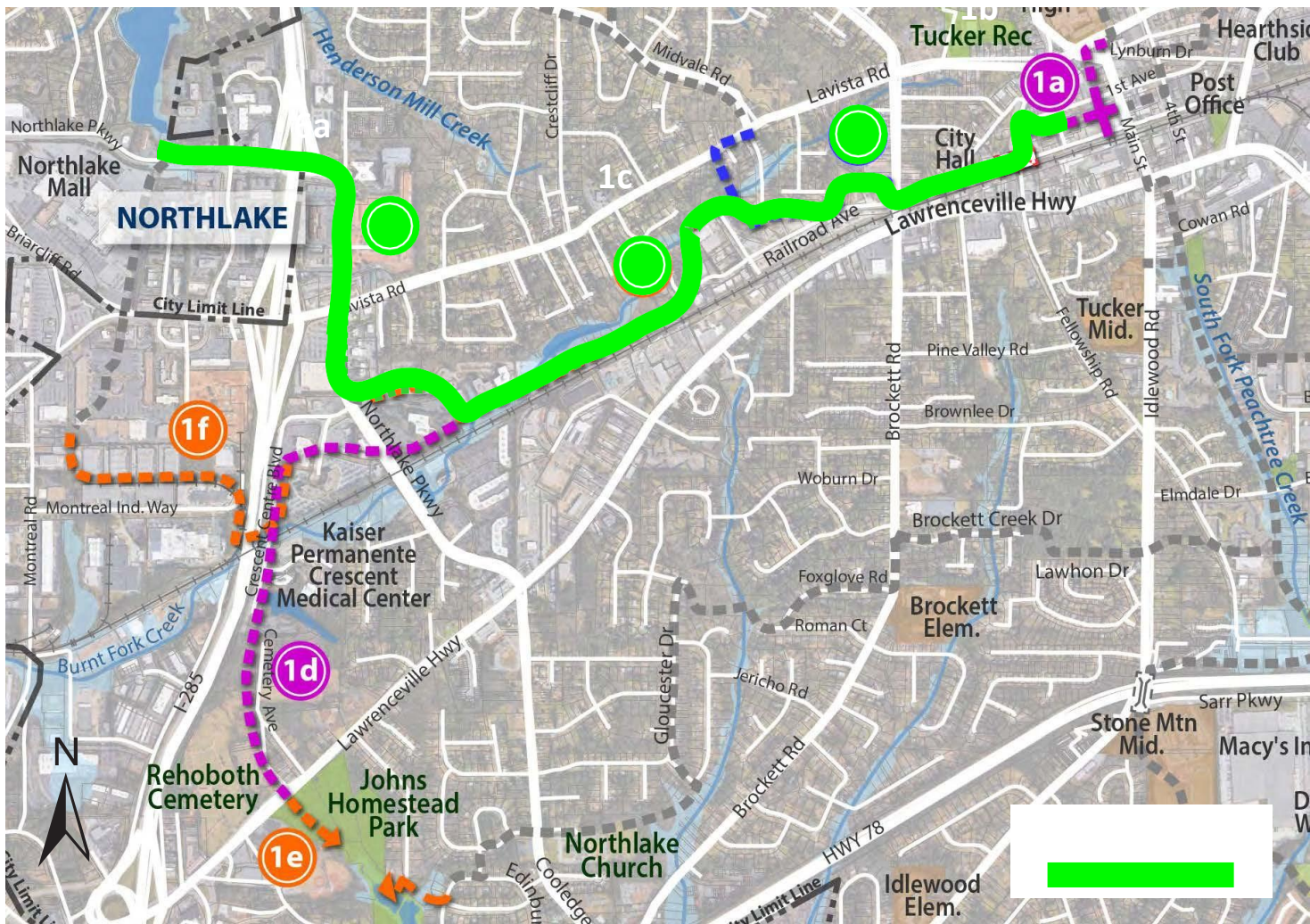
ATTACHMENT 1

Submittal Formats for Engineering Projects

of Pages Allowed

Cover Page	->	1
A. Administrative Requirements		
1. Basic Company Information		
a. Company name		
b. Company Headquarter Address		Excluded
c. Contact Information		
d. Company Website		
e. Georgia Addresses		
f. Staff		
g. <u>Ownership</u>		
2. Notarized Certification Form (Exhibit II) for Prime	->	1
3. Notarized Georgia Security and Immigration Compliance Act Affidavit (Exhibit III)	->	1
4. Signed Cover Page of any Addenda Issued	->	1 (each addenda)
B. Experience and Qualifications		
1. Project Manager		
a. Education		
b. Registration		2
c. Relevant engineering experience		
d. Relevant project management experience		
e. <u>Relevant experience using GDOT specific processes, etc.</u>		
2. Key Team Leader Experience		
a. Education		1 (each)
b. Registration		
c. Relevant experience in applicable resource area		
d. <u>Relevant experience using GDOT specific processes, etc.</u>		
3. Prime's Experience		
a. Client name, project location, and dates		
b. Description of overall project and services performed		2
c. Duration of project services provided		
d. Experience using GDOT specific processes, etc.		
e. Clients current contact information		
f. Involvement of Key Team Leaders		
4. Area Class Table and Notice of Professional Consultant Qualifications for Prime and Sub-Consultants	->	Excluded
C. Resources/Workload Capacity		
1. Overall Resources		
a. <u>Organization chart</u>	->	Excluded
b. Primary office to handle project and staff description of office and benefits of office		
c. <u>Narrative on Additional Resource Areas and Ability</u>		1
2. Project Manager Commitment Table	->	Excluded
3. Key Team Leaders Project commitment table	->	Excluded

Tucker-Northlake Trail Segment 1b, 1c and 6a (partial)



Tucker-Northlake Trail



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Memorandum of Agreement with the Tucker-Northlake Community Improvement District[Title]

Description for on Agenda:

Memorandum of Agreement with the Tucker-Northlake Community Improvement District for the Tucker-Northlake Trail Design.

Issue:

This MOA is a commitment from the TNCID for \$50,000 toward the engineering design of the Tucker-Northlake Trail. This trail will connect downtown Tucker to Northlake Mall.

Recommendation:

Staff recommends entering into this MOA to accept \$50,000 from the TNCID.

Background:

The TNCID has been involved with the application to the Atlanta Regional Commission and the selection of the design consultant, and they will continue to be involved throughout the design, acquisition, and construction process.

Financial Impact:

The City will need to include this in a budget amendment to accept these funds.

STATE OF GEORGIA

COUNTY OF DEKALB

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") 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 BOARD** (hereinafter referred to as the "CID").

WHEREAS, the City of Tucker Trail Master Plan has identified a network of trails throughout the city to provide connectivity for transportation and recreational needs; and

WHEREAS, the City and the CID agree that there is a need to connect downtown Tucker to the Northlake Mall area with a multi-use trail; and

WHEREAS, the Tucker Northlake Livable Centers Initiative Five-Year Update, 2020 identifies a trail connection from downtown Tucker to Northlake Mall as a priority project; and

WHEREAS, the Tucker-Northlake Trail project has been included in the Atlanta Regional Commission's Transportation Improvement Program;

WHEREAS, the Atlanta Regional Commission has committed to funding up to \$525,000 for the engineering design and up to \$920,910 for the right-of-way acquisition for the Tucker-Northlake Trail;

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the City and the CID Board do agree as follows:

1. The City shall solicit a Request for Proposals for the engineering design of the Tucker-Northlake Trail. This design shall include a concept design, survey, an environmental document, public participation, right-of-way plans, trail design, and detailed construction documents, and shall be in compliance with the GDOT

Plan Development Process.

2. The City shall be responsible for the oversight of the project including procurement, managing the engineering consultant, coordination with GDOT, scheduling, and processing invoices and payment to the engineering consultant.
3. The CID shall have input in the selection of the engineering consultant and the detailed construction documents and shall be invited to attend all meetings with the engineering consultant, GDOT, and the public.
4. The CID shall reimburse the City in the amount of \$50,000 of the cost of engineering design services. The CID shall issue payment to the City (within thirty (30) days of authorization of purchase orders) or subsequent change orders from the engineering consultant.

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.

CITY OF TUCKER, GEORGIA

MAYOR

TUCKER-NORTHLAKE COMMUNITY IMPROVEMENT DISTRICT


CHAIRMAN

ATTEST:

CITY CLERK



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Memo for Bid Award for Brockett Road Traffic Calming

Description for on Agenda:

Bid Award for ITB #2022-015: Brockett Road Traffic Calming

Issue:

Award of construction bid.

Recommendation:

Staff recommends that the bid be awarded to Summit Construction in the amount of \$1,275,679.10.

Background:

Due to resident concerns over speeding and safety along Brockett Road, and number of short-term solutions were implemented: pavement markings, raised pavement markers, radar speed signs, sidewalk installation, and a safety study. This study, conducted by Kimley Horn, recommended traffic calming to reduce speeding and enhance safety. Improvements in this construction project include resurfacing the road, narrowing the lanes with striping, and installing concrete medians and chicanes. Once implemented, a follow-up speed study will be conducted, and staff will pursue a speed limit reduction with GDOT.

Summary:

Five bids were received:

CW Matthews	\$1,456,500.00
Ohnshiv Construction	\$1,335,039.55
Summit Construction and Development	\$1,275,679.10
Hasbun Construction	\$1,781,161.78
SD&C	\$1,422,640.42

Financial Impact:

\$1275,679.10 will be funded from the FY 2023 capital project CE2303.

City of Tucker

Invitation to Bid
ITB # 2022-015

BROCKETT ROAD TRAFFIC CALMING



BID MANUAL

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

City of Tucker Invitation to Bid
ITB #2022-015
BROCKETT ROAD TRAFFIC CALMING

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the Brockett Road Traffic Calming 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> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	August 5, 2022
Pre-Bid Conference	N/A
Deadline for Questions	August 24, 2022 at 5:00 p.m.
Responses to Questions Posted (Addenda)	August 26, 2022
Bid Deadline	September 2, 2022 at 2:00 p.m. EDT
Award at Council Meeting	TBD
Completion from Notice to Proceed	120 calendar days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov reference Bid #2022-015.

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. 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 with the subject line ITB #2022-015. The email must contain the vendor contact information.

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

Your response must be received by the date and time specified. (Addenda will show any schedule updates) Late receipt of bids 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, to waive any formalities or informalities to make an award and to re-advertise in the best interest of the City. No proposals received orally/phone.

Exhibit A:
Project Specifications / Scope of Work
ITB #2022-015 Brockett Road Traffic Calming

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Brockett Road Traffic Calming project.

Brockett Road is to be improved from Lawrenceville Highway to the intersection of Brockett Road and Cooledge Road (approx. 1.9 miles). Improvements include asphalt patching, milling, paving, header curb, concrete median, signage, and pavement markings. The complete scope, plans, and other relevant information for ITB 2022-015 Brockett Road Traffic Calming is available for download on the City of Tucker website: <http://tuckerga.gov> or request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

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

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications;
- City of Tucker ordinances and regulations;
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

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

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

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

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 the Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures on Brockett Road are limited to the hours of 9:00AM to 4:00PM. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Hours of operation for subdivision streets shall be 8:00AM to 7:00PM.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed within 120 days of the Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

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

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

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

MATERIALS

City staff will inspect the work and provide materials testing if required. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing variable message signs at each end of the project one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid, and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct 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 are 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 include entrances and exits via driveways at various properties, and access to the intersecting roads and

streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install, and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings should be included in the items for the permanent thermoplastic markings.

The contractor shall be responsible for providing and installing variable message boards at each end of Brockett Road. The message boards shall be installed at least one week prior to the commencement of work. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. Payment for this will be included in the item for Traffic Control.

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.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the signing & marking plans including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete, or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

See construction plans

SUBCONTRACTOR

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

BID DOCUMENT SUBMITTAL REQUIREMENTS:

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

Exhibit B: Cost Proposal

ITB #2022-015 Brockett Road Traffic Calming					
ITEM NO.	UNITS	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
MILL & INLAY					
402-1802	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	640		
402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	3,244		
413-0750	GL	TACK COAT	2,187		
432-0206	SY	MILL ASPH CONC PVM T, 1 1/2 IN DEPTH	39,572		
ROADWAY					
150-1000	LS	TRAFFIC CONTROL	1		
210-0100	LS	GRADING COMPLETE	1		
441-5008	LF	CONCRETE HEADER CURB, 6 IN, TP 7	5,414		
441-0748	SY	CONCRETE MEDIAN, 6 IN	1,197		
	LF	WHITE TRAFFIC SEPARATOR CURB WITH WHITE BOLLARDS	567		
SIGNING AND MARKING					
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	130		
636-2070	LF	GALV STEEL POSTS, TP 7	325		
653-0120	EA	THERMOPLASTIC PVM T MARKING, ARROW, TP 2	2		
653-0230	EA	THERMOPLASTIC PVM T MARKING, WORD, TP 3A	2		
653-1906	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	17,910		
653-2602	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	12,073		
653-2611	GLF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	268		
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	277		
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3657		
653-6006	SY	THERMOPLASTIC TRAF STRIPING, YELLOW	578		
654-1001	EA	RAISED PVM T MARKERS TP 1	500		
654-1002	EA	RAISED PVM T MARKERS TP 2	450		
PROJECT TOTAL				\$	

Company Name:_____

Address: _____

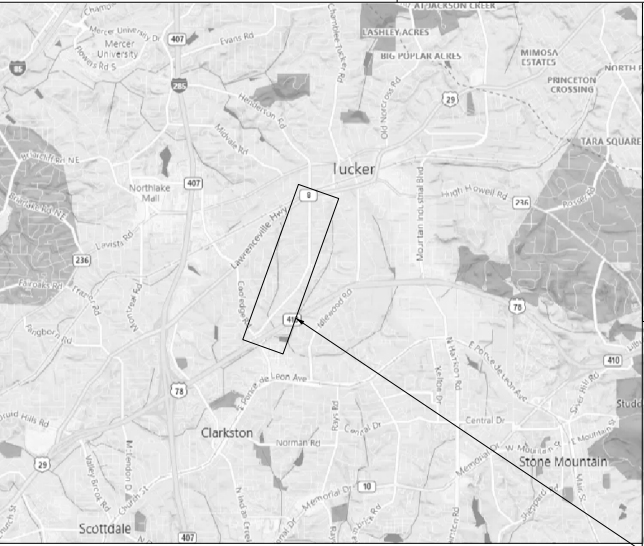
Contact Person: _____

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.



LOCATION SKETCH

PROJECT LOCATION

CITY OF TUCKER

PLAN OF PROPOSED

BROCKETT ROAD TRAFFIC CALMING

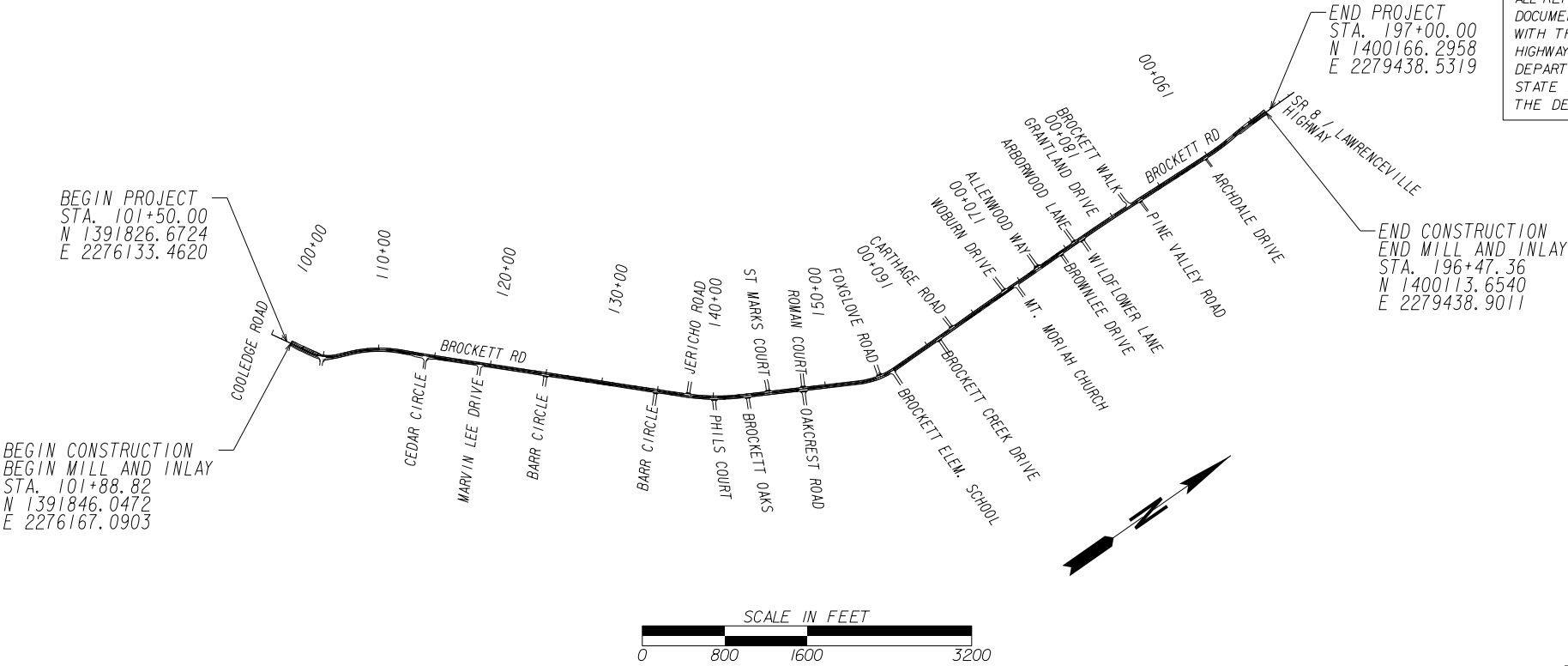
DESIGN DATA:
DESIGN SPEED:
BROCKETT ROAD 40 MPH

FUNCTIONAL CLASS:
MINOR ARTERIAL

THIS PROJECT IS 100% IN
DEKALB COUNTY AND IS
100% IN CONG.DIST.NO.6

THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (NAD
1983)/94 WEST ZONE,AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD)
OF 1988.

THE DATA,TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY,WHETHER BY DRAWINGS OR NOTES,OR IN ANY OTHER MANNER,ARE BASED UPON
FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS.HOWEVER,THE
SAME ARE SHOWN AS INFORMATION ONLY,ARE NOT GUARANTEED,AND DO NOT BIND THE DEPARTMENT
OF TRANSPORTATION IN ANY WAY.THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO
SUBSECTIONS 102.04,102.05,AND 104.03 OF THE SPECIFICATIONS.



NOTE :
ALL REFERENCES IN THIS DOCUMENT,WHICH INCLUDES ALL PAPERS,WRITINGS,
DOCUMENTS,DRAWINGS,OR PHOTOGRAPHS USED,OR TO BE USED IN CONNECTION
WITH THIS DOCUMENT,TO "STATE HIGHWAY DEPARTMENT OF GEORGIA ","STATE
HIGHWAY DEPARTMENT ","GEORGIA STATE HIGHWAY DEPARTMENT ","HIGHWAY
DEPARTMENT ","OR "DEPARTMENT "WHEN THE CONTEXT THEREOF MEANS THE
STATE HIGHWAY DEPARTMENT OF GEORGIA,AND SHALL BE DEEMED TO MEAN
THE DEPARTMENT OF TRANSPORTATION.

Kimley»Horn

Engineering, Planning, and Environmental Consultants
Suite 601, 817 West Peachtree Street, NW
Atlanta, GA 30308

DESIGN

LENGTH OF PROJECT	COUNTY No.
	Project No.
	MILES
NET LENGTH OF ROADWAY	1.79
NET LENGTH OF BRIDGES	0.00
NET LENGTH OF PROJECT	1.79
NET LENGTH OF EXCEPTIONS	0.00
GROSS LENGTH OF PROJECT	1.79

PLANS COMPLETED	- -
REVISIONS	

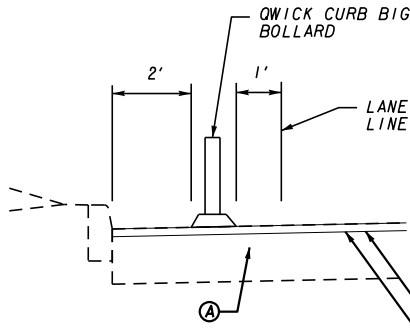
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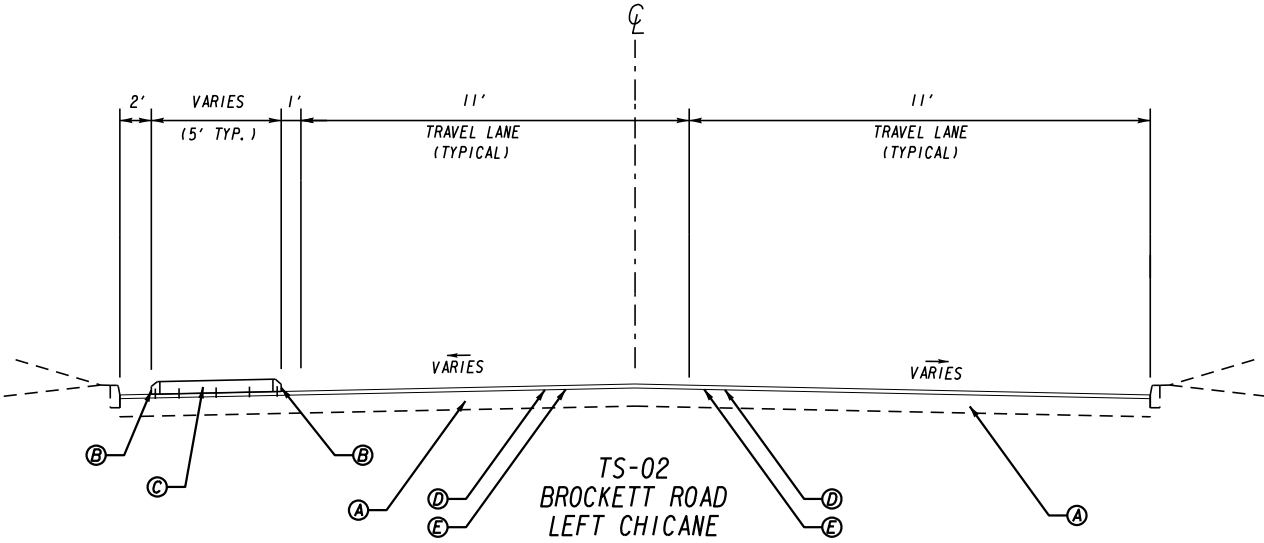
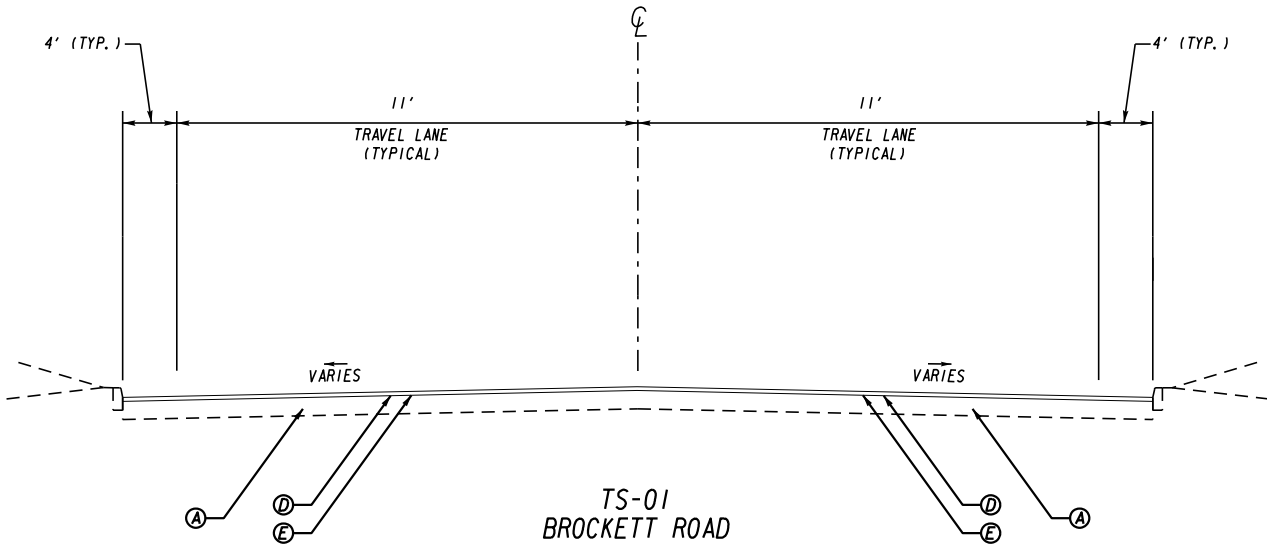
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<div><div>PROJECT NOTES</div><div><div><div><div><div>1.</div><div>A NOTICE OF INTENT IS NOT REQUIRED FOR THIS PROJECT. THE DISTURBED AREA IS 0.00 ACRES. THE PROJECT INVOLVES RESURFACING AND RESTRIPING OF THE EXISTING ROADWAY. RAISED CONCRETE MEDIANS WILL BE DOWELED INTO THE EXISTING PAVEMENT. THEREFORE, NET GAIN IN IMPERVIOUS AREA IS ZERO ACRES.</div></div><div><div>2.</div><div>THE GENERAL CONTRACTOR SHALL CONTACT THE PROPER LOCAL AUTHORITIES OR RESPECTIVE UTILITY COMPANY TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE DUE TO FAILURE OF THE GENERAL CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE GENERAL CONTRACTOR.</div></div><div><div>3.</div><div>THE GENERAL CONTRACTOR SHALL COORDINATE ALL ADJUSTMENT OR ABANDONMENT OF UTILITIES WITH THE RESPECTIVE UTILITY COMPANY. CHANGES TO EXISTING UTILITY SYSTEMS SHALL BE PERFORMED BY THE RESPECTIVE UTILITY COMPANIES. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THESE COMPANIES AND SHALL NOTIFY THEM OF WORK AFFECTING THEIR FACILITIES IN ADVANCE.</div></div><div><div>4.</div><div>ALL REFUSE, DEBRIS AND MISCELLANEOUS ITEMS TO BE REMOVED, THAT ARE NOT TO BE STOCKPILED FOR LATER USE ON THE PROJECT OR DELIVERED TO THE OWNER, SHALL BE LEGALLY DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.</div></div><div><div>5.</div><div>THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL CONDITIONS TO THE OWNER'S REPRESENTATIVE PRIOR TO STARTING WORK.</div></div><div><div>6.</div><div>ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS SHALL BE PROTECTED AS DIRECTED BY THE CITY OF TUCKER TO PREVENT TRACKING OF MUD ONTO PUBLIC WAYS. ANY MUD ON PUBLIC WAYS ORIGINATING FROM THE JOB SITE SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR.</div></div><div><div>7.</div><div>CONTRACTOR MUST MAINTAIN OPERATION OF TRAFFIC SIGNAL SYSTEMS & TRAFFIC MOVEMENT SYSTEMS DURING CONSTRUCTION. COORDINATE CONSTRUCTION STAGING WITH THE CITY OF TUCKER.</div></div><div><div>8.</div><div>PRESERVE & PROTECT ALL EXISTING PEDESTRIAN LIGHTS, AND PEDESTRIAN/TRAFFIC SIGNALS UNLESS OTHERWISE STATED ON PLANS.</div></div><div><div>9.</div><div>ANY GRANITE CURB THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE PROJECT.</div></div><div><div>10.</div><div>ALL SIGNING AND PAVEMENT MARKING IS TO ADHERE TO THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).</div></div><div><div>11.</div><div>SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.</div></div><div><div>12.</div><div>CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS INCLUDING RIGHTS-OF-WAY.</div></div><div><div>13.</div><div>CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY EROSION CONTROL MEASURES.</div></div><div><div>14.</div><div>HORIZONTAL GEOMETRICS ARE BASED ON AERIAL PHOTOGRAPHY AND IS APPROXIMATE GEORGIA STATE PLANE COORDINATE SYSTEM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY AND ESTABLISH THE BASELINE AND CONTROL AS SHOWN ON THE PLAN SHEETS.</div></div><div><div>15.</div><div>THE TOPOGRAPHIC INFORMATION FOR THIS PROJECT WAS OBTAINED FROM EXISTING AERIAL PHOTOGRAPHY. IT IS APPROXIMATE AND THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY. ANY DESCREPANCIES SHALL BE REPORTED TO THE CITY'S ENGINEER.</div></div><div><div>16.</div><div>THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY DRAINAGE STRUCTURES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY.</div></div><div><div>17.</div><div>ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF TUCKER AND GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD AND SUPPLEMENTAL SPECIFICATIONS, CURRENT ADDITION.</div></div></div><div><div>SIGNING AND MARKING NOTES</div><div><div><div>1.</div><div>ALL STANDARD HIGHWAY SIGNS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLANS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND THE GEORGIA SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND/OR SPECIAL PROVISIONS.</div></div><div><div>2.</div><div>SIGN ERECTION STATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS WHERE NECESSARY, BUT SHALL BE WITHIN THE LIMITATIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. NO SIGN LOCATION SHALL BE CHANGED BY THE CONTRACTOR OR BY THE PROJECT ENGINEER WITHOUT PRIOR APPROVAL FROM THE OFFICE OF TRAFFIC OPERATIONS.</div></div><div><div>3.</div><div>ALL STANDARD HIGHWAY SIGNS SHALL BE ERECTED AT A HEIGHT OF 7 FEET ABOVE THE NORMAL EDGE OF PAVEMENT TO THE BOTTOM OF THE SIGN OR ASSEMBLY. IF SIDEWALK IS PROPOSED OR EXISTING, THE SIGNS SHALL BE ERECTED AT A HEIGHT OF 7 FEET ABOVE THE SIDEWALK.</div></div><div><div>4a.</div><div>HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON INTERSTATE HIGHWAYS SHALL BE 32 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S). UNLESS SPECIFIED OTHERWISE IN THE PLANS. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON RAMPS SHALL BE 2 FEET FROM THE NORMAL EDGE OF PAVED SHOULDER, OR EDGE OF GRADED SHOULDER WHEN PRESENT.</div></div><div><div>4b.</div><div>HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON ALL OTHER ROADWAYS SHALL BE 6 FEET FROM THE EDGE OF THE PAVED SHOULDER OR 12 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), WHICHEVER IS GREATER. THE HORIZONTAL CLEARANCE IN NON-MOUNTABLE CURB SECTIONS SHALL BE AT LEAST 2 FEET FROM THE CURB FACE TO THE NEARER EDGE OF THE SIGN(S).</div></div><div><div>4c.</div><div>WHEN GUARDRAIL IS PRESENT OR BEING PROPOSED, SIGNS SHALL BE POSTED AN UNSTIPULATED DISTANCE BEHIND GUARDRAIL.</div></div><div><div>5.</div><div>SINGLE PLATE, HORIZONTAL RECTANGULAR SIGNS OVER 48 INCHES IN WIDTH SHALL BE MOUNTED ON TWO POSTS WITH 2 EACH 2 INCH x 1/2 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAPS. THE STRAPS SHALL BE FLUSH WITH THE BACK OF THE SIGN WITH ONE EACH ACROSS THE TOP AND BOTTOM OF THE SIGN. THE CENTERLINE OF EACH POST SHALL BE INSET 1/6TH OF THE SIGN WIDTH FROM THE EDGE OF THE SIGN. SIGN PLATE BOLT HOLES SHALL BE 3/8 INCH DIAMETER, DRILLED OR PUNCHED, AS SHOWN ON THE SIGN PLATE DETAILS.</div></div><div><div>6.</div><div>EACH 42 OR 48 INCH WIDE x 18 OR 24 INCH HIGH SIGN REQUIRES ONE 2 INCH x 1/2 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAP LOCATED IN THE CENTER OF THE SIGN AND FLUSH WITH THE BACK OF THE SIGN.</div></div></div><div><div>SIGNING AND MARKING NOTES CONT.</div><div><div><div>7.</div><div>SIGN ASSEMBLIES SHALL BE MOUNTED ON ALUMINUM OR GALVANIZED STEEL STRAP FRAMES. FOR DETAILS AND STRAP SPECIFICATIONS REFER TO SIGN ASSEMBLY-TYPICAL FRAMING DETAILS.</div></div><div><div>8.</div><div>TYPE 9 (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL STANDARD HIGHWAY SIGNS REQUIRING REFLECTORIZED BACKGROUNDS EXCEPT AS SPECIFIED BELOW OR SPECIFIED OTHERWISE IN THE PLANS. EITHER CLASS 1 OR CLASS 2 ADHESIVE BACKING IS PERMISSIBLE.</div></div><div><div>9.</div><div>TYPE 11 (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL RED SERIES SIGNS (R1-1, R1-2, R1-3P, R5-1, R5-1A, R5-1B).</div></div><div><div>10.</div><div>TYPE 11 (VERY HIGH INTENSITY) FLUORESCENT YELLOW GREEN REFLECTIVE SHEETING SHALL BE USED FOR SCHOOL ZONE (S1-1, S2-1, S3-1, S4-3, AND THE TOP PORTION OF THE S5-1) SIGNS, BICYCLE CROSSING (W11-1) SIGNS, AND PEDESTRIAN CROSSING (W11-2 AND W11A-2) SIGNS. SIGNS WITHIN THE SAME ASSEMBLY AS THE SCHOOL ZONE SIGNS SPECIFICALLY LISTED ABOVE AND ALL REGULATORY SIGNS PLACED AS PART OF THE SCHOOL ZONE SIGNING SHALL HAVE TYPE 11 (VERY HIGH INTENSITY) REFLECTIVE SHEETING BACKGROUNDS OF THE APPROPRIATE COLOR.</div></div><div><div>11.</div><div>TYPE 11 (VERY HIGH INTENSITY) FLUORESCENT YELLOW REFLECTIVE SHEETING SHALL BE USED FOR ALL WARNING SIGNS.</div></div><div><div>12.</div><div>A 1/2 INCH MINIMUM AIR SPACE SHALL BE REQUIRED BETWEEN ALL SIGN PLATES WITHIN AN ASSEMBLY.</div></div><div><div>13.</div><div>WHERE SIGNS WITHIN AN ASSEMBLY EXTEND BELOW THE STANDARD MOUNTING HOLES ON THE POST(S), ADDITIONAL 3/8INCH DIAMETER HOLE(S), DRILLED OR PUNCHED, SHALL BE REQUIRED TO PROPERLY MOUNT THE ASSEMBLY.</div></div><div><div>14.</div><div>INTERSTATE SHIELDS SHALL CONTAIN THE WORD GEORGIA. ALL INTERSTATE, U.S., AND GEORGIA SHIELDS REQUIRING ALT, BUS, CONN, LOOP, OR SPUR SHALL USE 4 INCH SERIES 'D' LETTERS. REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, FOR DETAILS.</div></div><div><div>15.</div><div>FOR DETAILS OF SPECIAL DESIGN HIGHWAY SIGNS, SEE DETAILS OF MISCELLANEOUS SIGNS.</div></div><div><div>16.</div><div>REFER TO PLAN SHEETS FOR LOCATION OF THE DISTRICT ENGINEERS OFFICE TO BE SHOWN ON ALL R552-1 (LIMITED ACCESS) SIGNS IN THIS PROJECT, IF ANY.</div></div><div><div>17.</div><div>THE CONTRACTOR WILL, AS REQUESTED BY THE DISTRICT TRAFFIC OPERATIONS ENGINEER, BE REQUIRED TO REMOVE ANY EXISTING SIGNS THAT ARE DUPLICATED OR ARE CONTRARY TO THESE SIGN PLANS.</div></div></div></div></div><div><div>4/28/2016</div><div>GPLN</div></div><table><tr><td colspan="3" rowspan="6"><div><div>Kimley»Horn</div><div>Engineering, Planning, and Environmental Consultants Suite 601, 817 West Peachtree Street, NW Atlanta, GA 30308</div><div>Page 239 of 445</div></div></td><td colspan="3">REVISION DATES</td><td colspan="6" rowspan="6"><div><div>GENERAL NOTES</div><div>BROCKETT ROAD TRAFFIC CALMING</div></div></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td colspan="3"></td><td></td><td></td><td></td><td>CHECKED:</td><td></td><td>DATE:</td><td></td><td>DRAWING No.</td></tr><tr><td colspan="3"></td><td></td><td></td><td></td><td>BACKCHECKED:</td><td></td><td>DATE:</td><td></td><td rowspan="3">04-0001</td></tr><tr><td colspan="3"></td><td></td><td></td><td></td><td>CORRECTED:</td><td></td><td>DATE:</td><td></td></tr><tr><td colspan="3"></td><td></td><td></td><td></td><td>VERIFIED:</td><td></td><td>DATE:</td><td></td></tr></table></div></div></div>												<div><div>Kimley»Horn</div><div>Engineering, Planning, and Environmental Consultants Suite 601, 817 West Peachtree Street, NW Atlanta, GA 30308</div><div>Page 239 of 445</div></div>			REVISION DATES			<div><div>GENERAL NOTES</div><div>BROCKETT ROAD TRAFFIC CALMING</div></div>																											CHECKED:		DATE:		DRAWING No.							BACKCHECKED:		DATE:		04-0001							CORRECTED:		DATE:								VERIFIED:		DATE:	
<div><div>Kimley»Horn</div><div>Engineering, Planning, and Environmental Consultants Suite 601, 817 West Peachtree Street, NW Atlanta, GA 30308</div><div>Page 239 of 445</div></div>			REVISION DATES			<div><div>GENERAL NOTES</div><div>BROCKETT ROAD TRAFFIC CALMING</div></div>																																																																										
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* REFER TO CONSTRUCTION PLAN SHEETS FOR STATION RANGES OF CONCRETE MEDIAN AND CHICANE CONSTRUCTION.

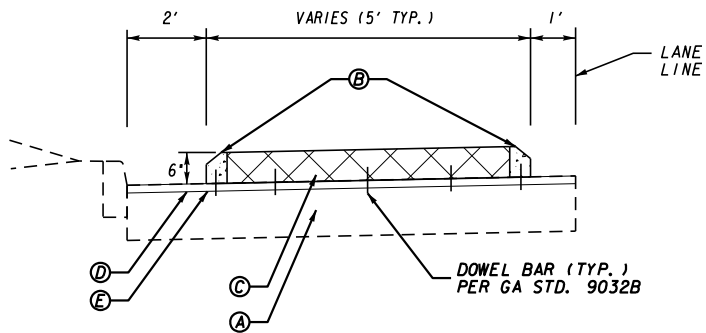
QWICK CURB DETAIL



* REFER TO CONSTRUCTION PLAN SHEETS FOR INFORMATION REGARDING LOCATIONS OF QWICK CURB



STAMPED CONCRETE CHICANE DETAIL



- A EXISTING PAVEMENT TO REMAIN
- B DOWELED CONCRETE HEADER CURB, TP 7, GDOT STD. 9032B
- C 6" DOWELED STAMPED CONCRETE MEDIAN (COLOR TO BE COORDINATED WITH THE CITY)
- D RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP 2, INCL BITUM MATL & H LIME (165LB/SY)
- E MILL ASPH CONC PVT, 1.5'

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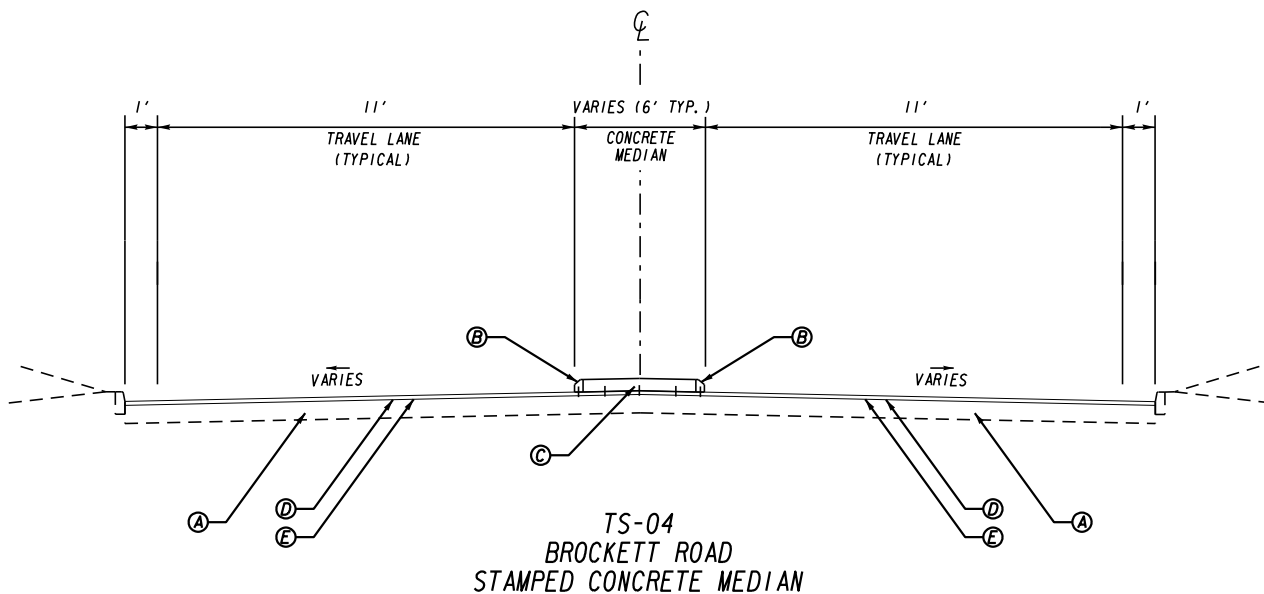
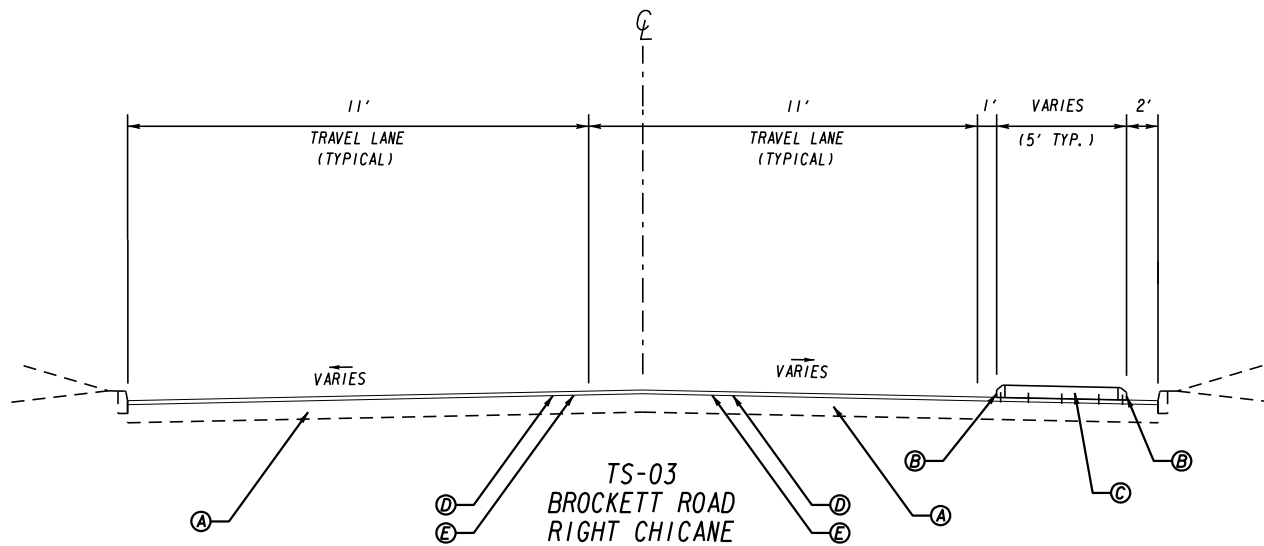
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TYPICAL SECTIONS
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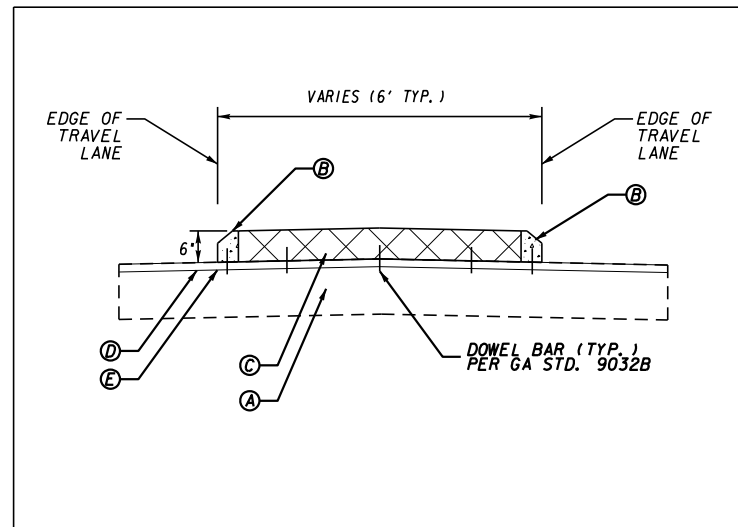
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* REFER TO CONSTRUCTION PLAN SHEETS FOR
STATION RANGES OF CONCRETE MEDIAN AND
CHICANE CONSTRUCTION.



STAMPED CONCRETE
MEDIAN DETAIL



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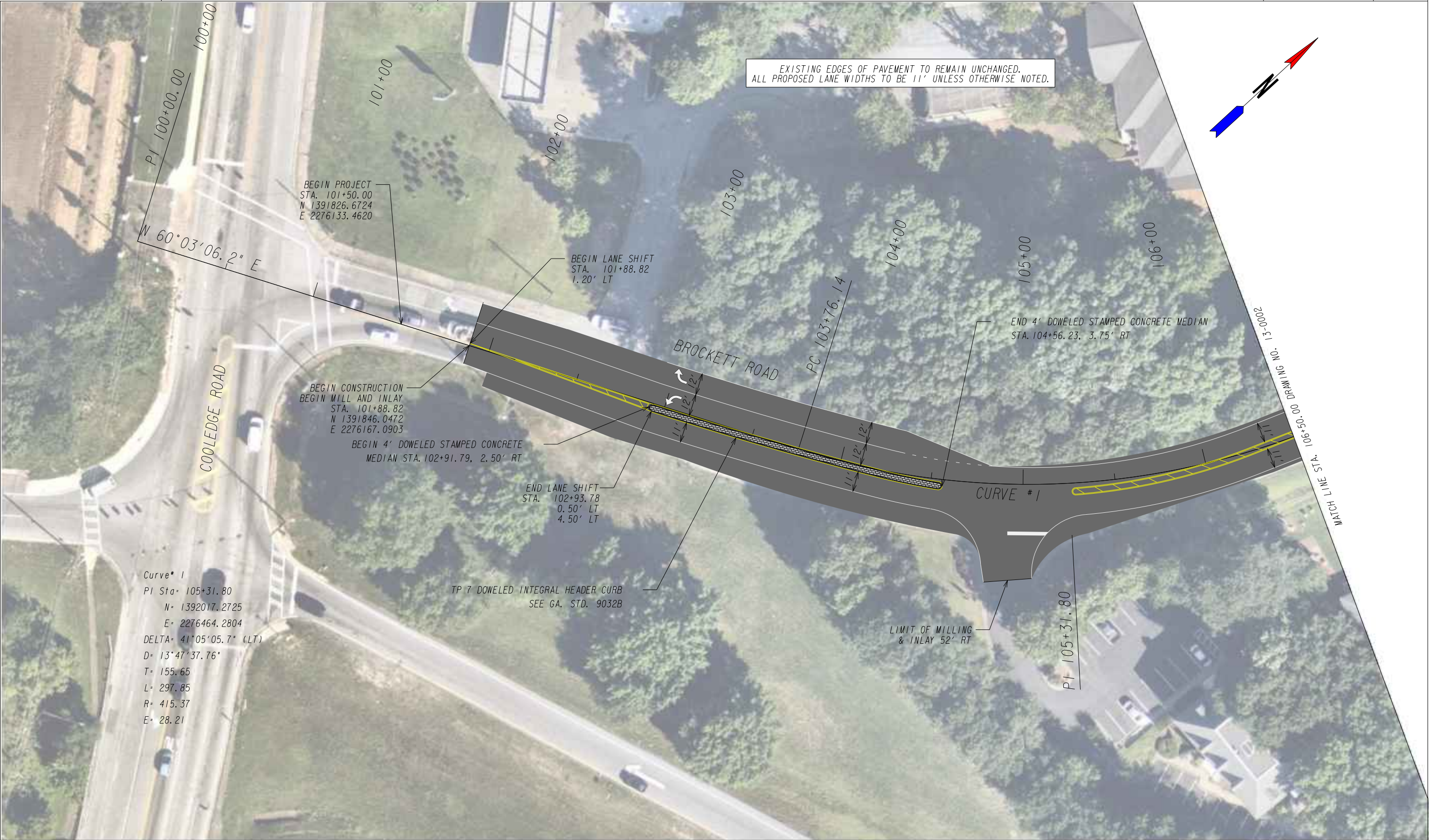
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REVISION DATES

TYPICAL SECTIONS
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LIMITS OF MILL & INLAY

STAMPED CONCRETE MEDIAN/CHICANE

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REVISION DATES		

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10/23/2015

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LIMITS OF MILL & INLAY

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REVISION DATES		

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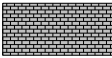
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LIMITS OF MILL & INLAY

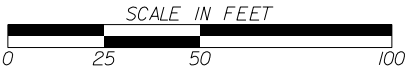


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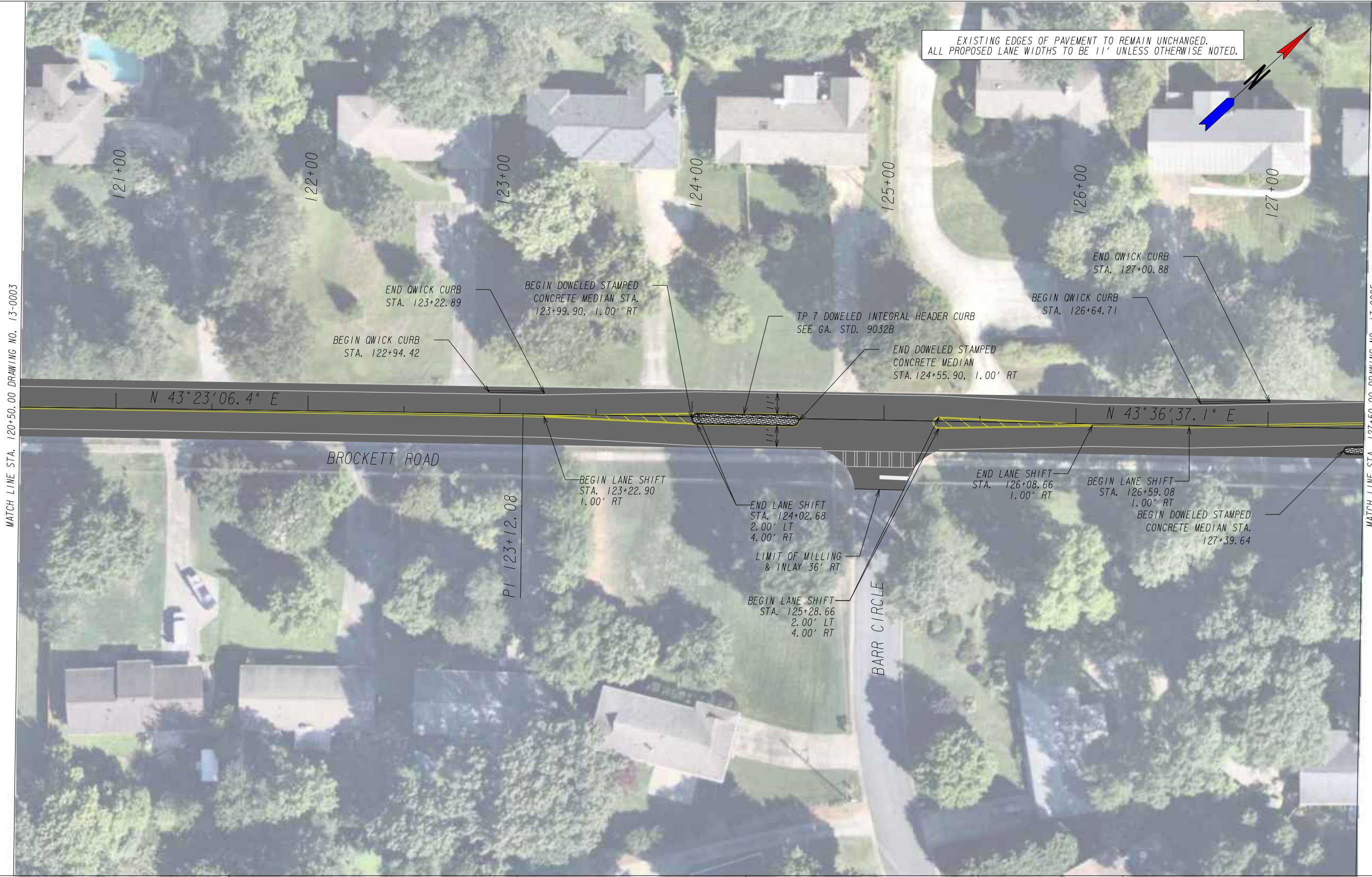
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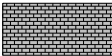
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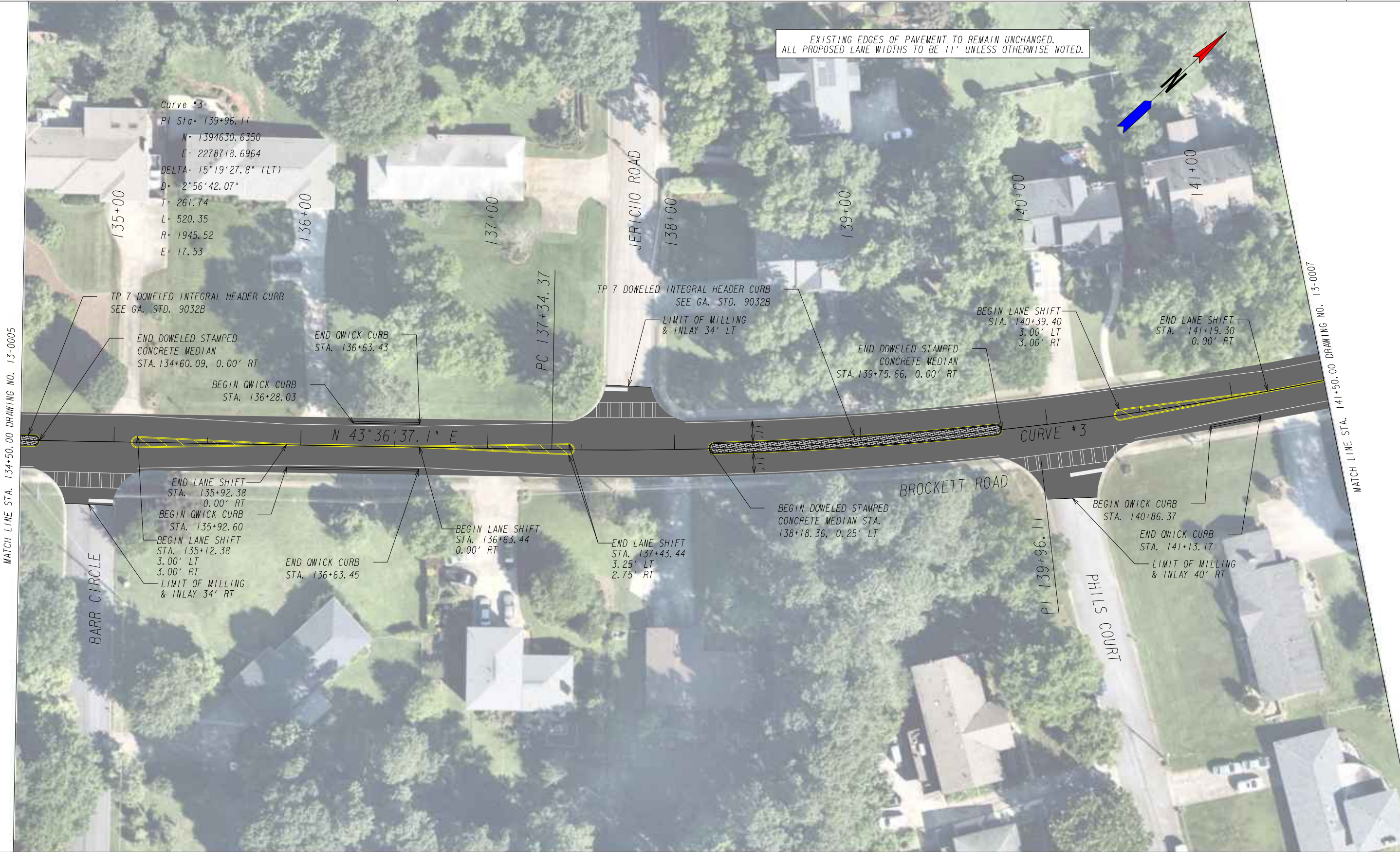
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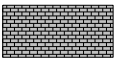
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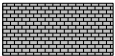
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LIMITS OF MILL & INLAY



STAMPED CONCRETE MEDIAN/CHICANE



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SCALE IN FEET



REVISION DATES

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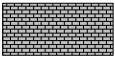


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LIMITS OF MILL & INLAY

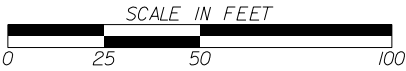


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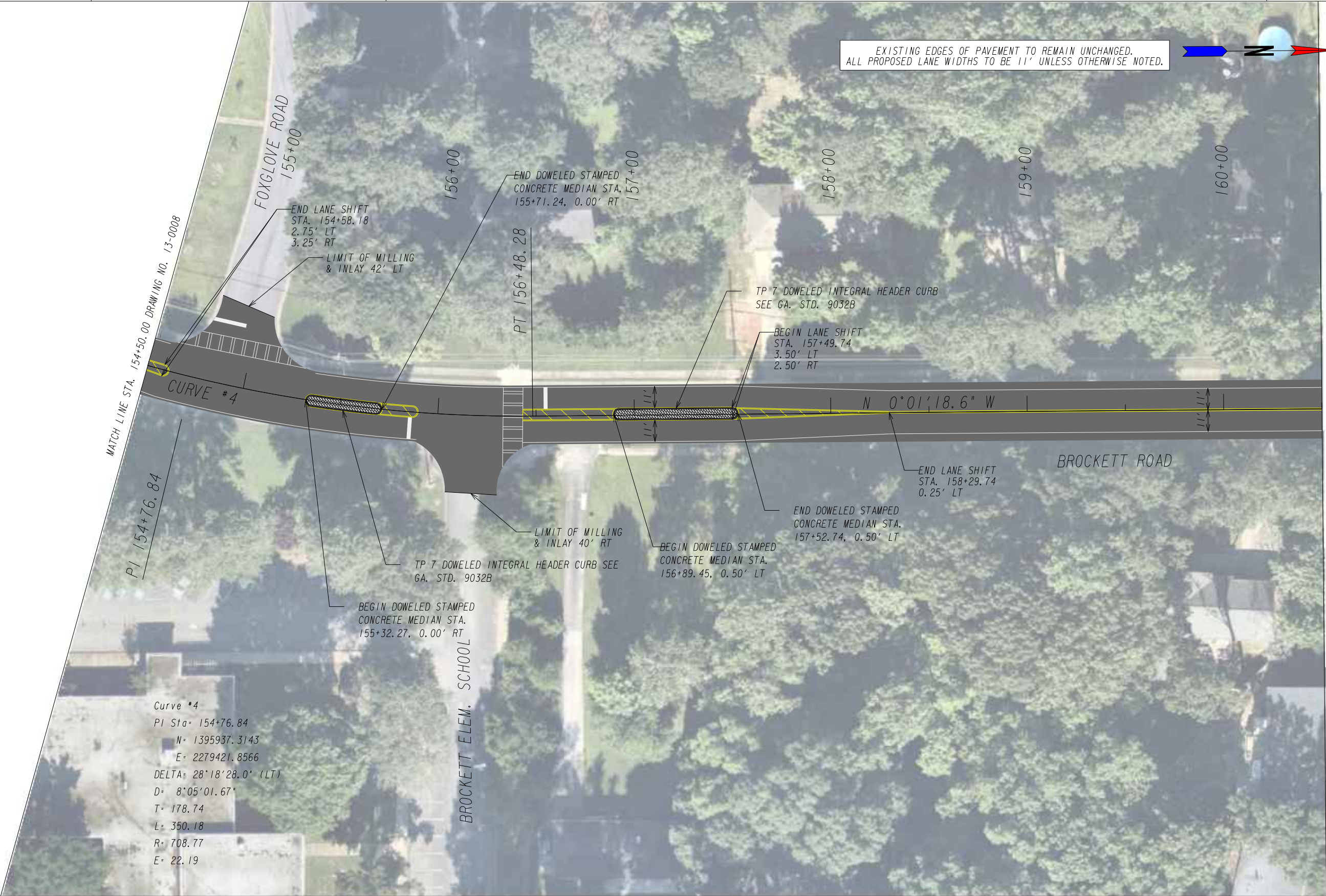
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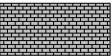


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LIMITS OF MILL & INLAY



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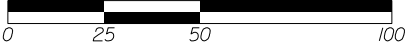


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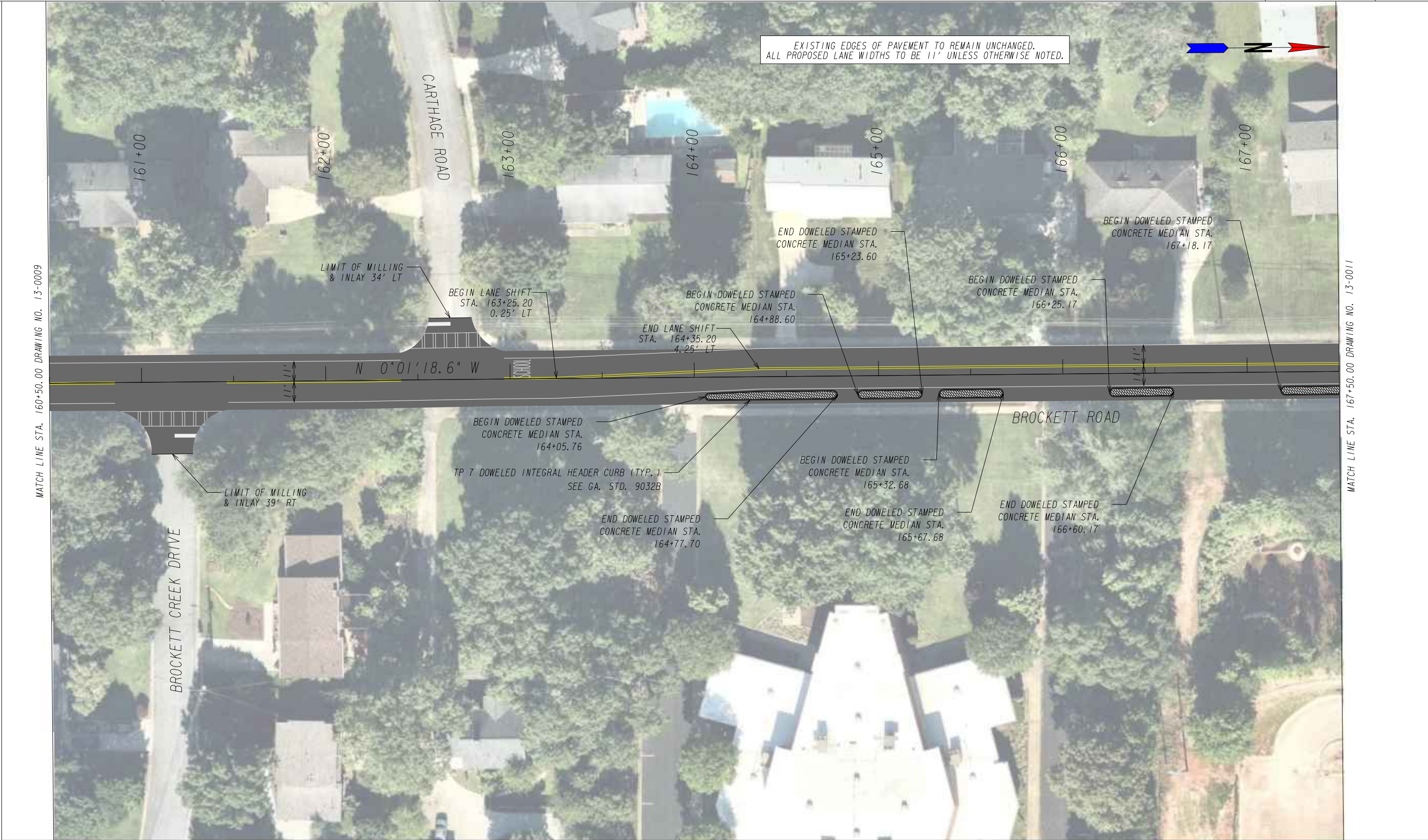
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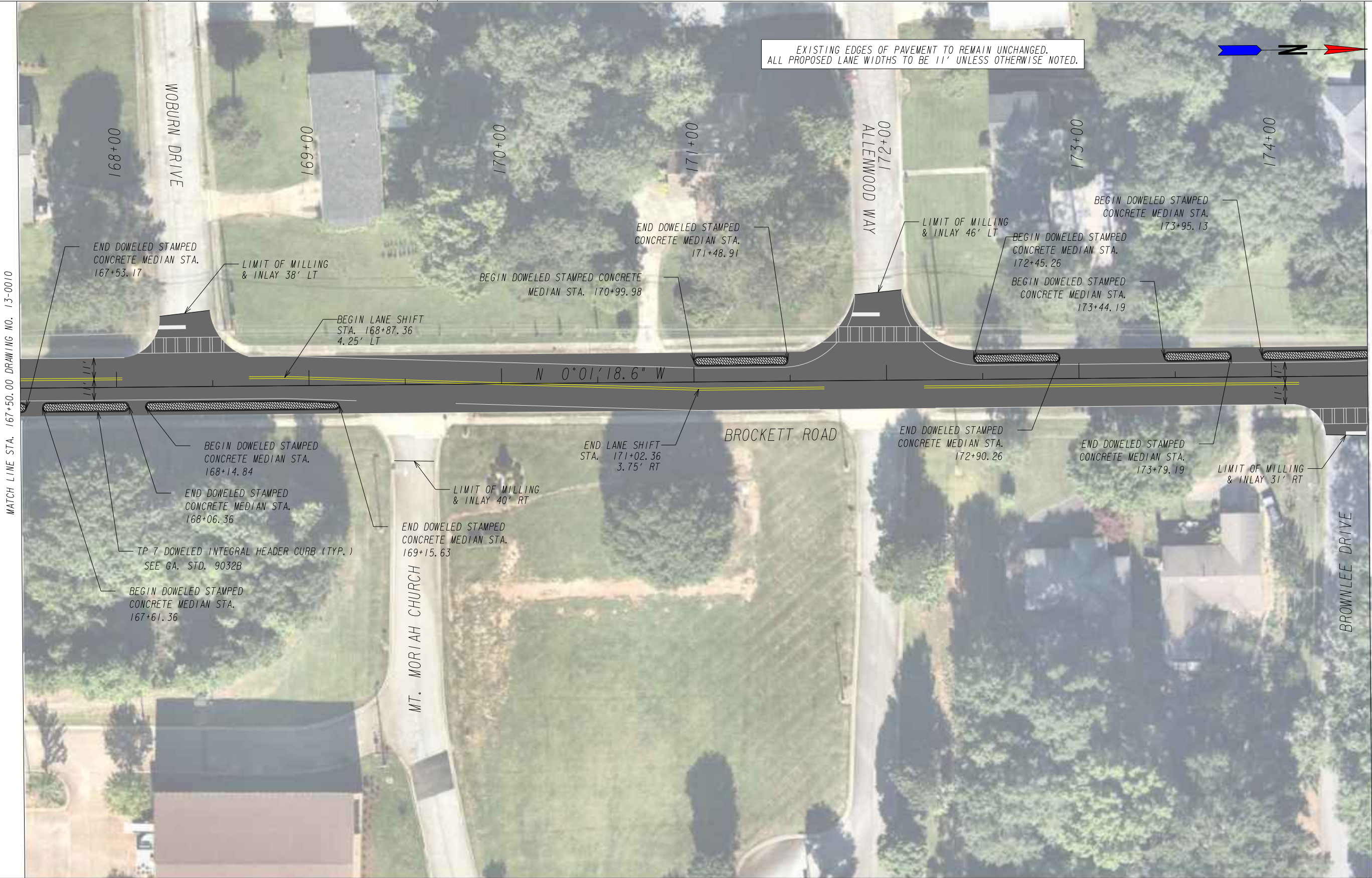
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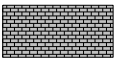




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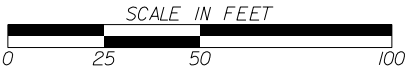


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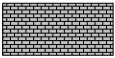
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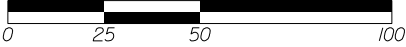
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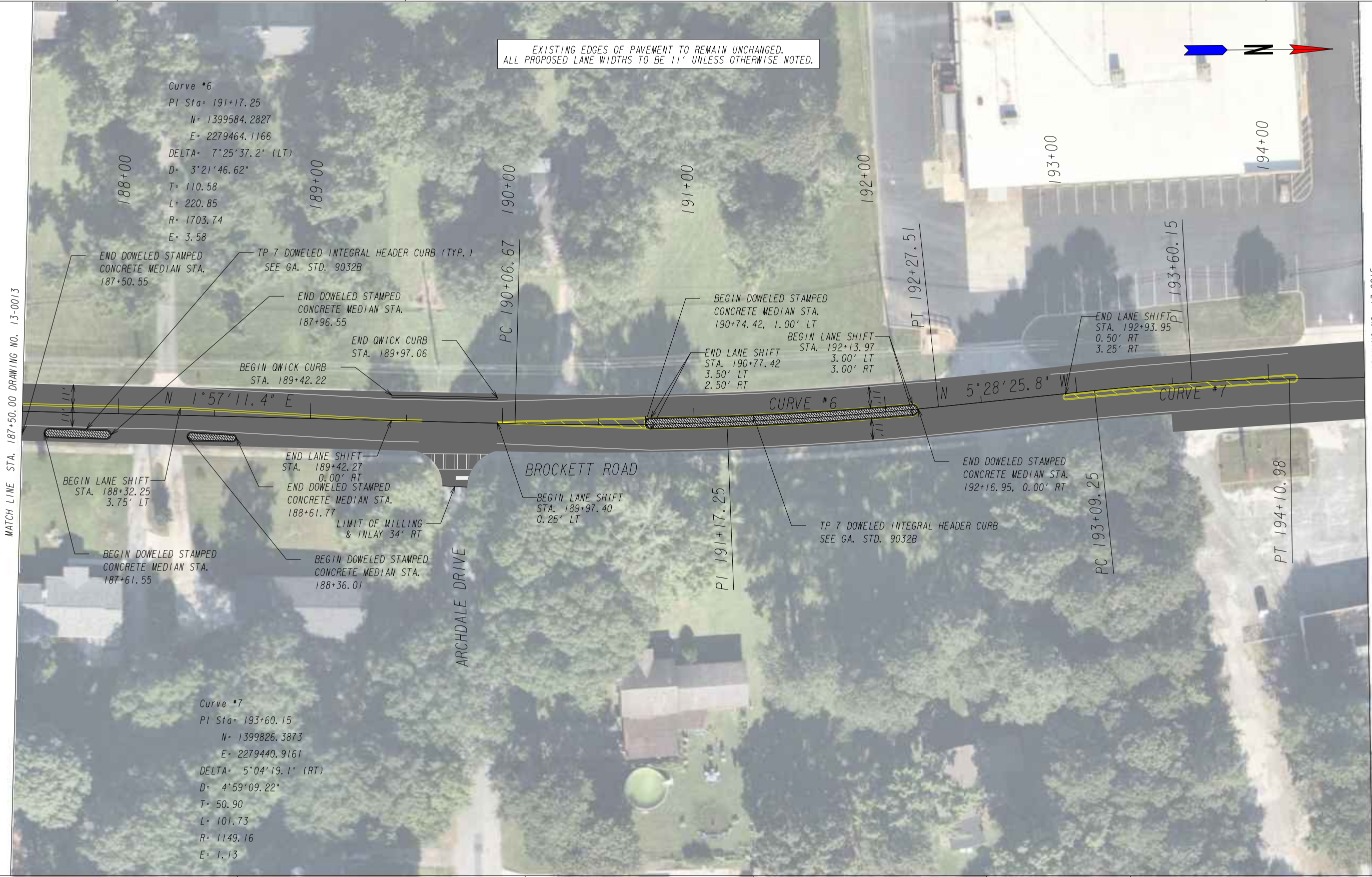
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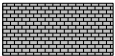


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LIMITS OF MILL & INLAY

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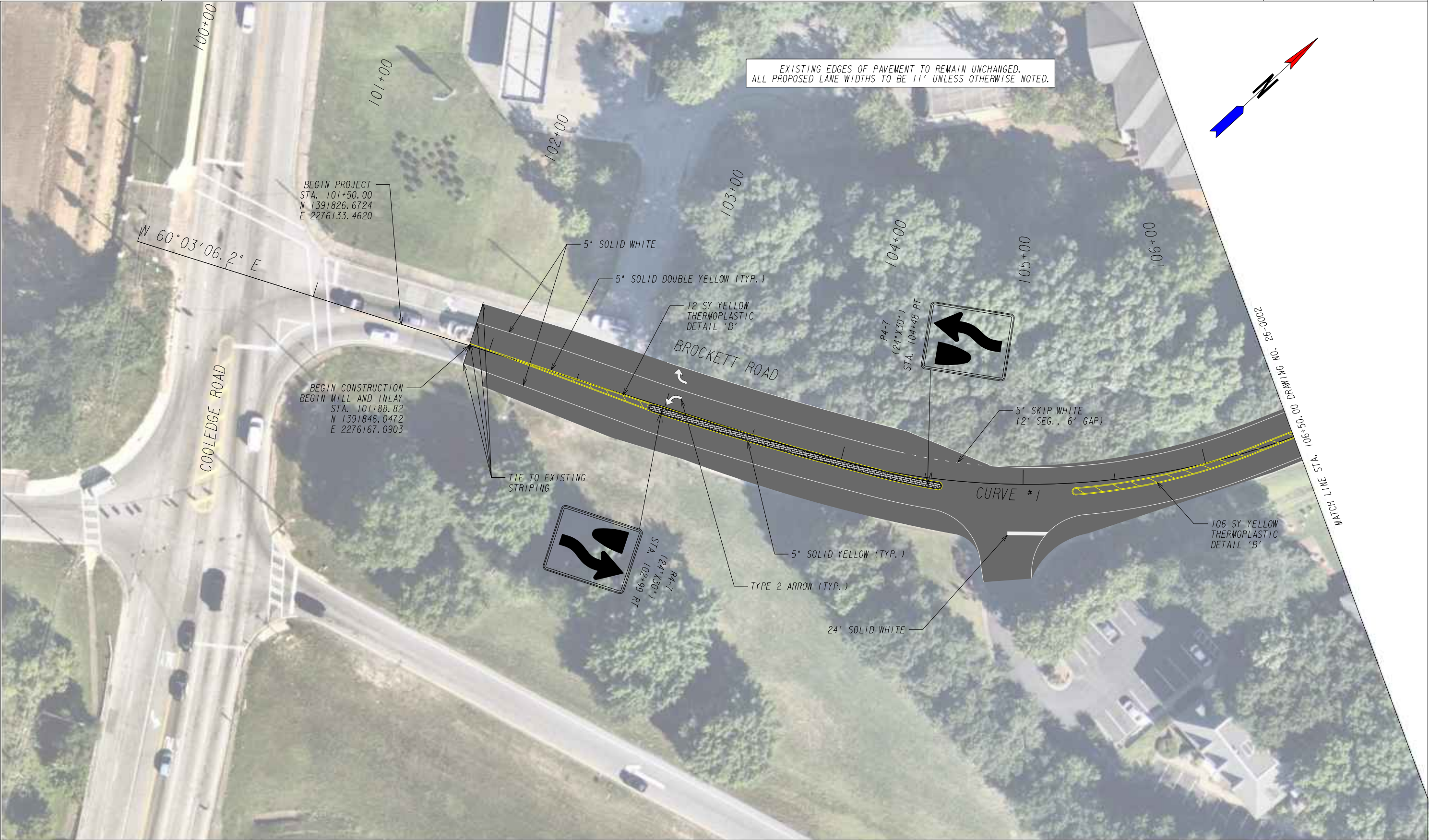


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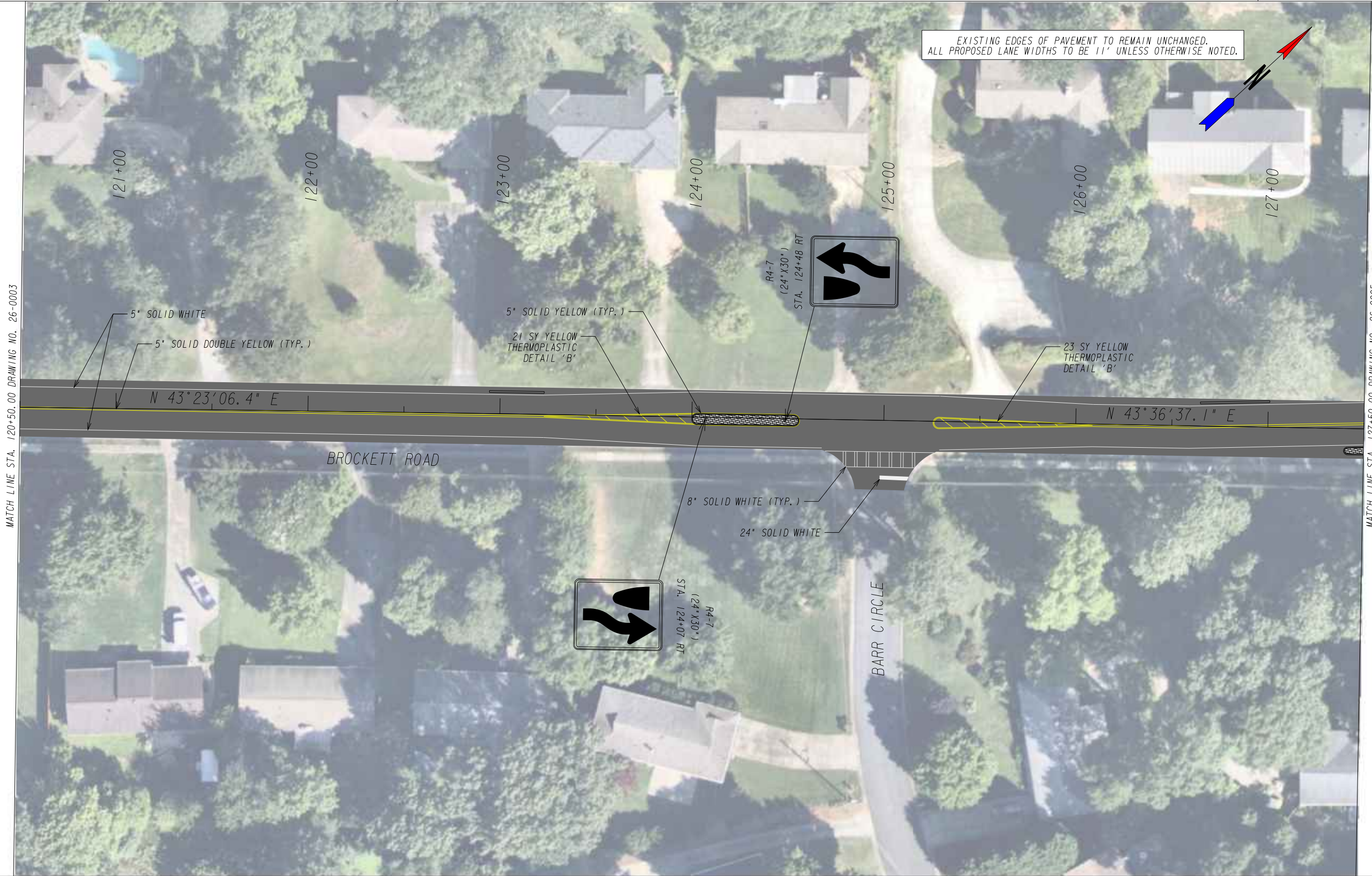
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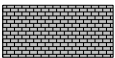
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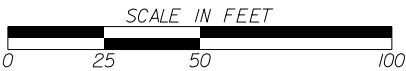
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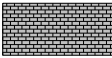
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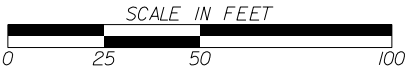


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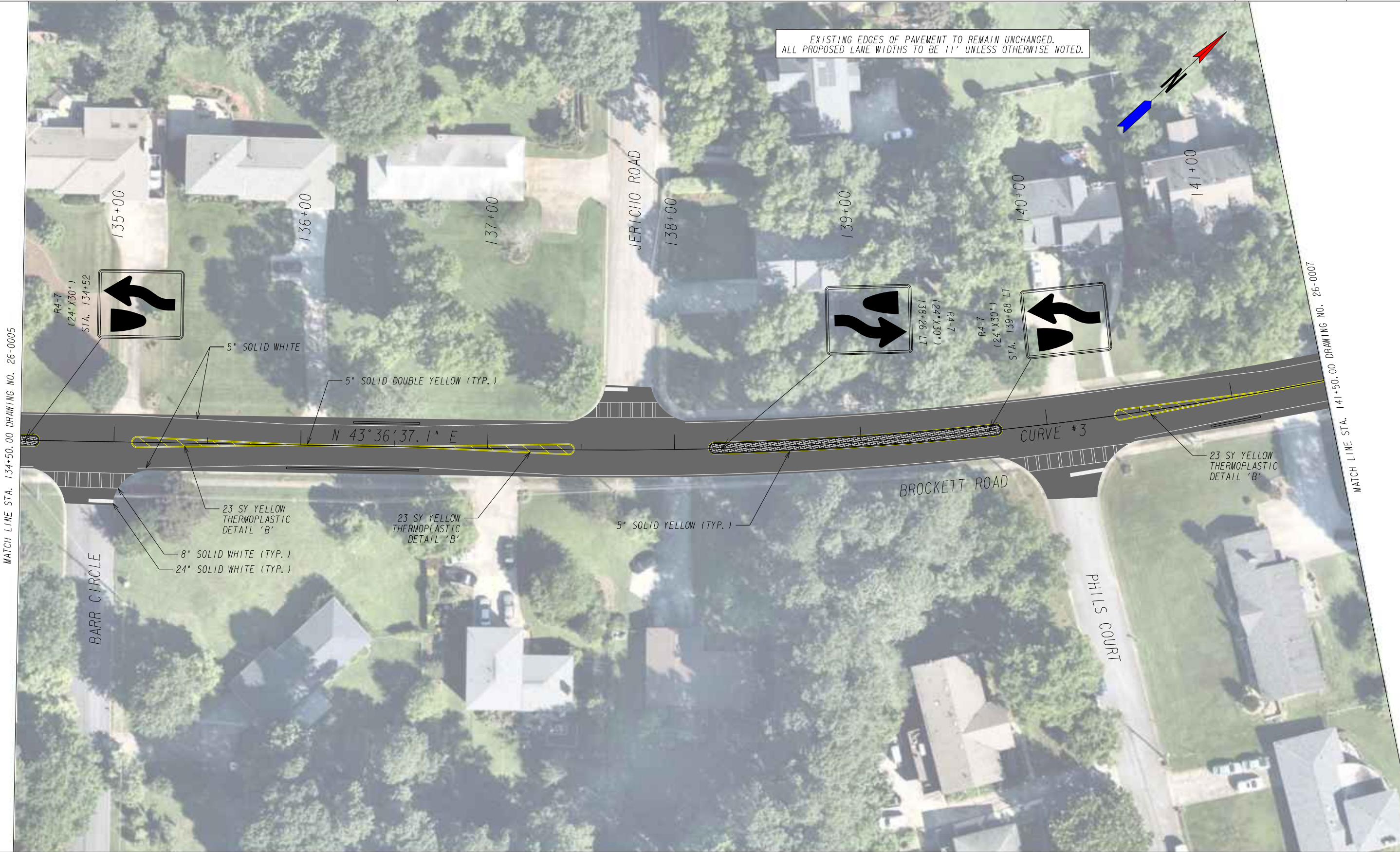


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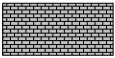
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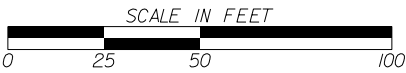
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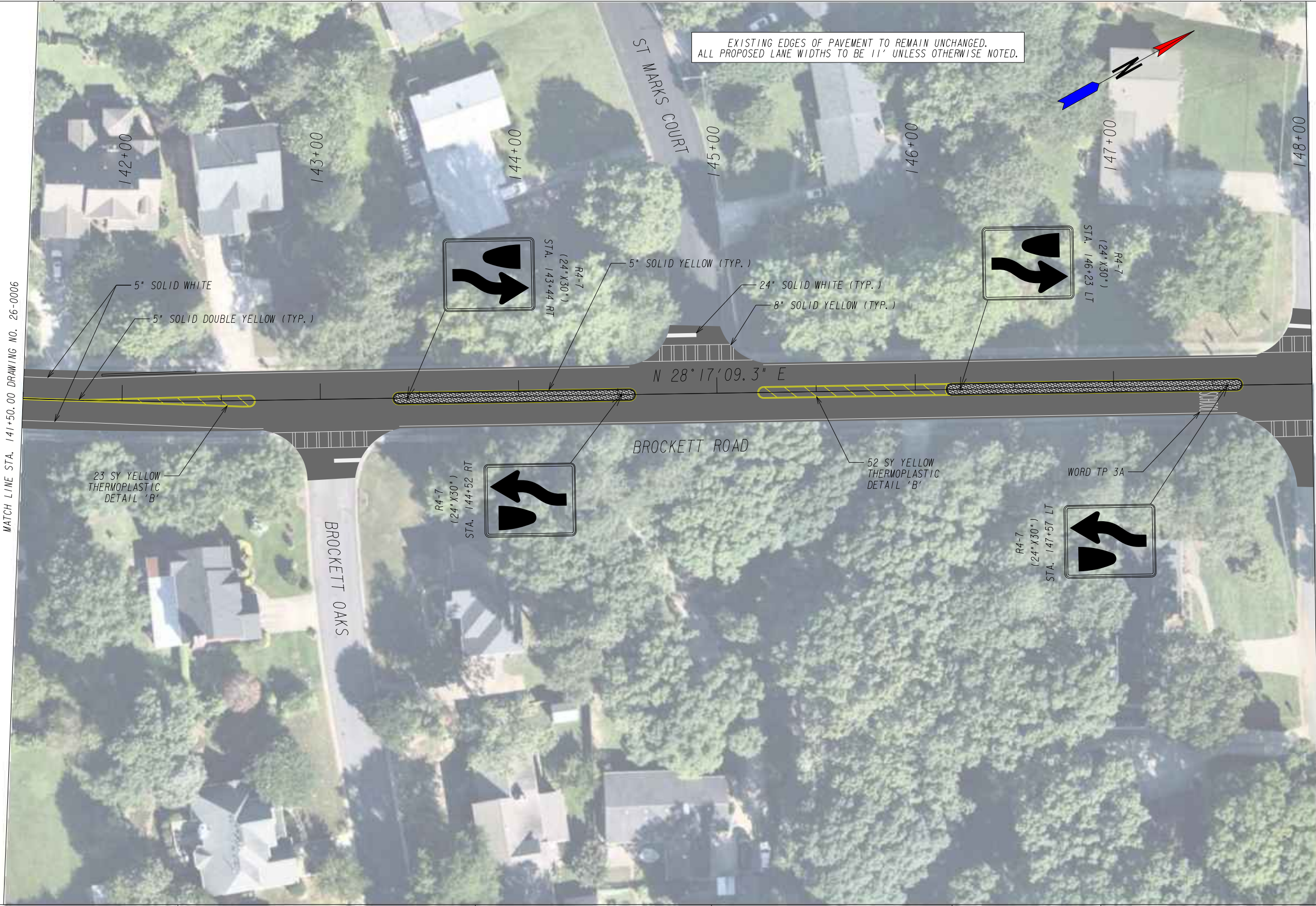
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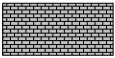
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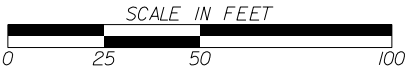


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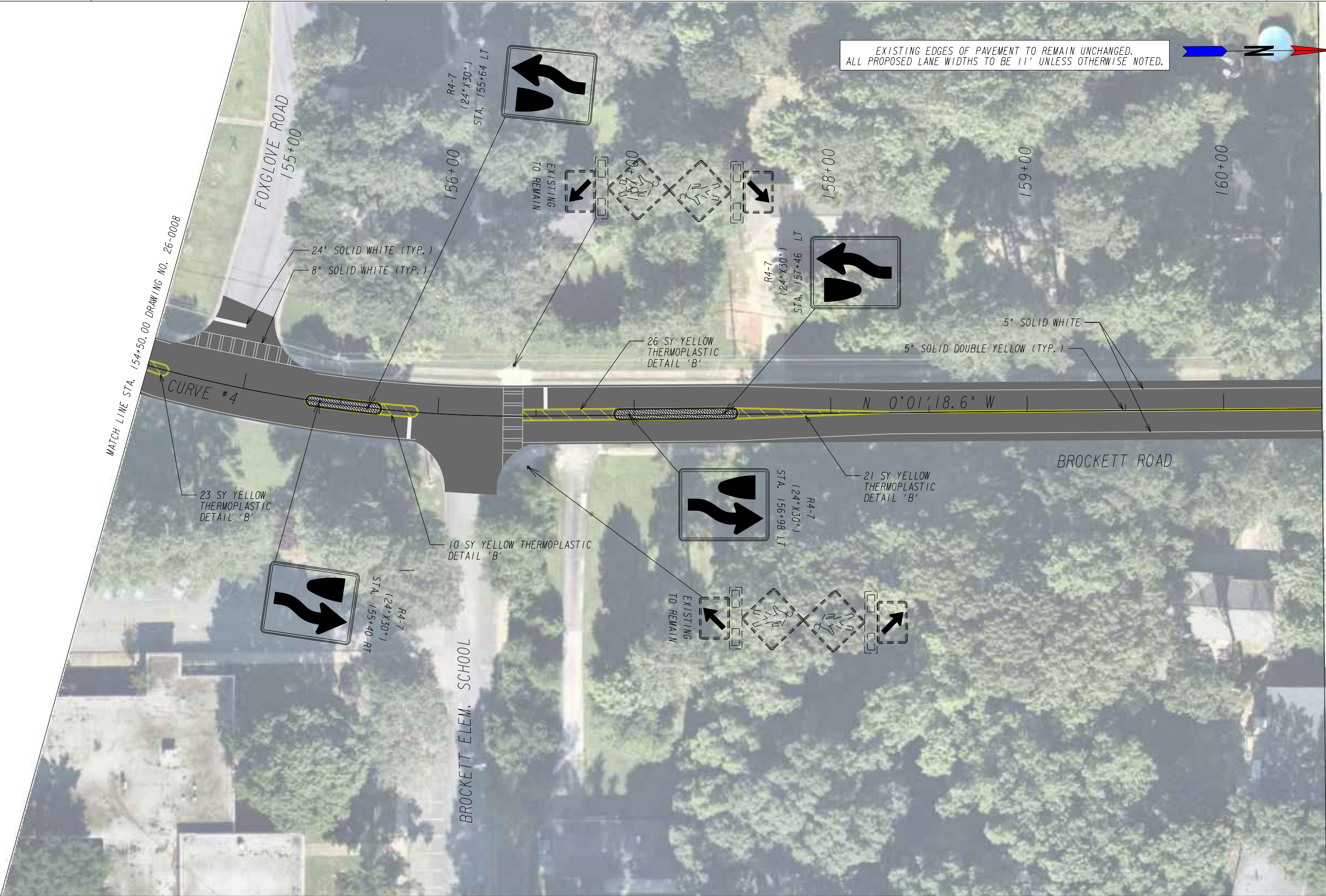
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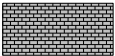
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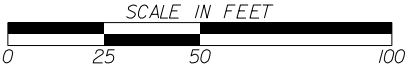


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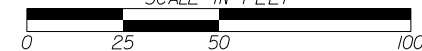


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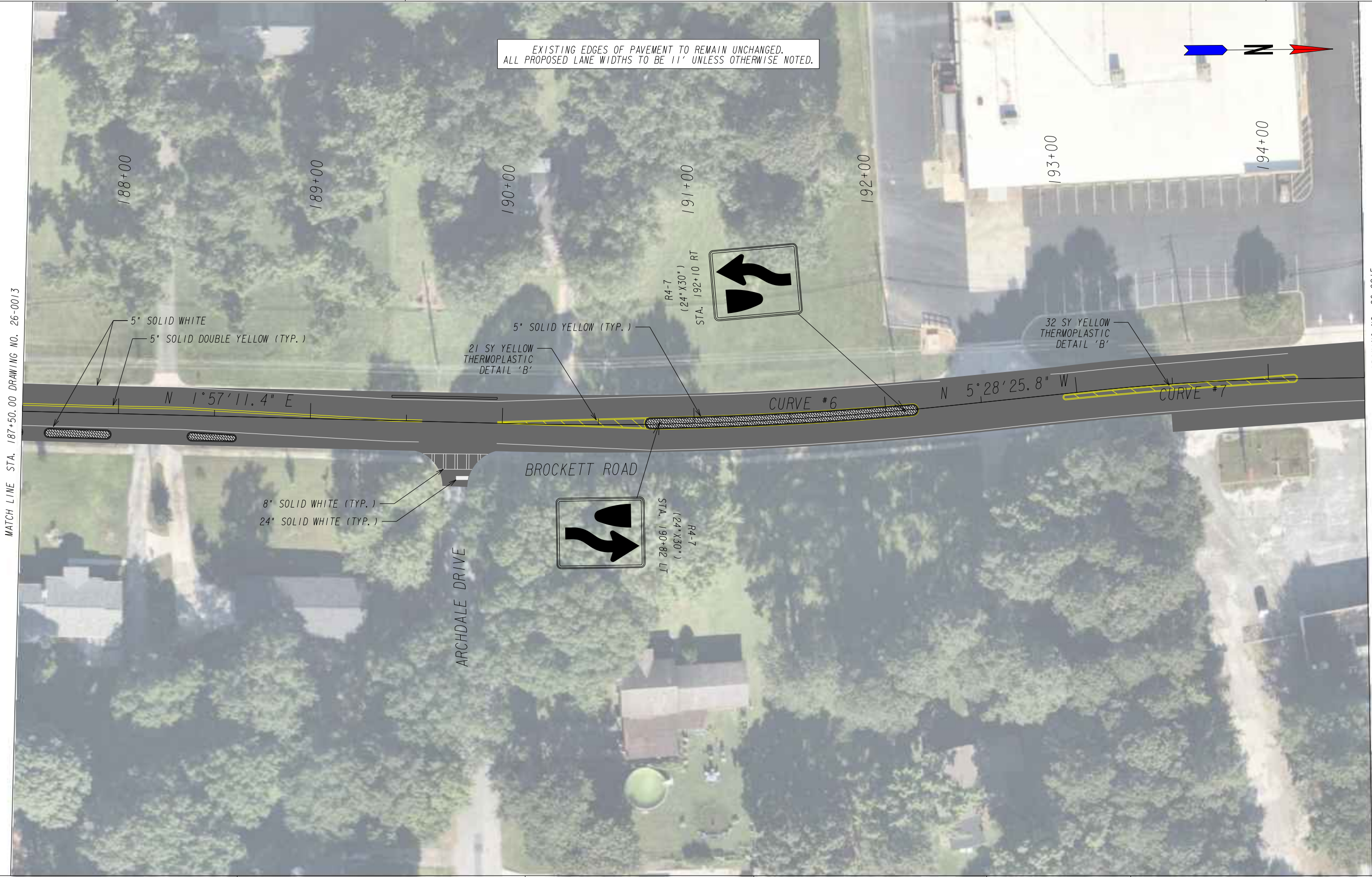
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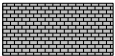
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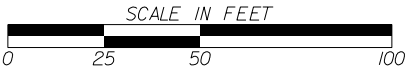


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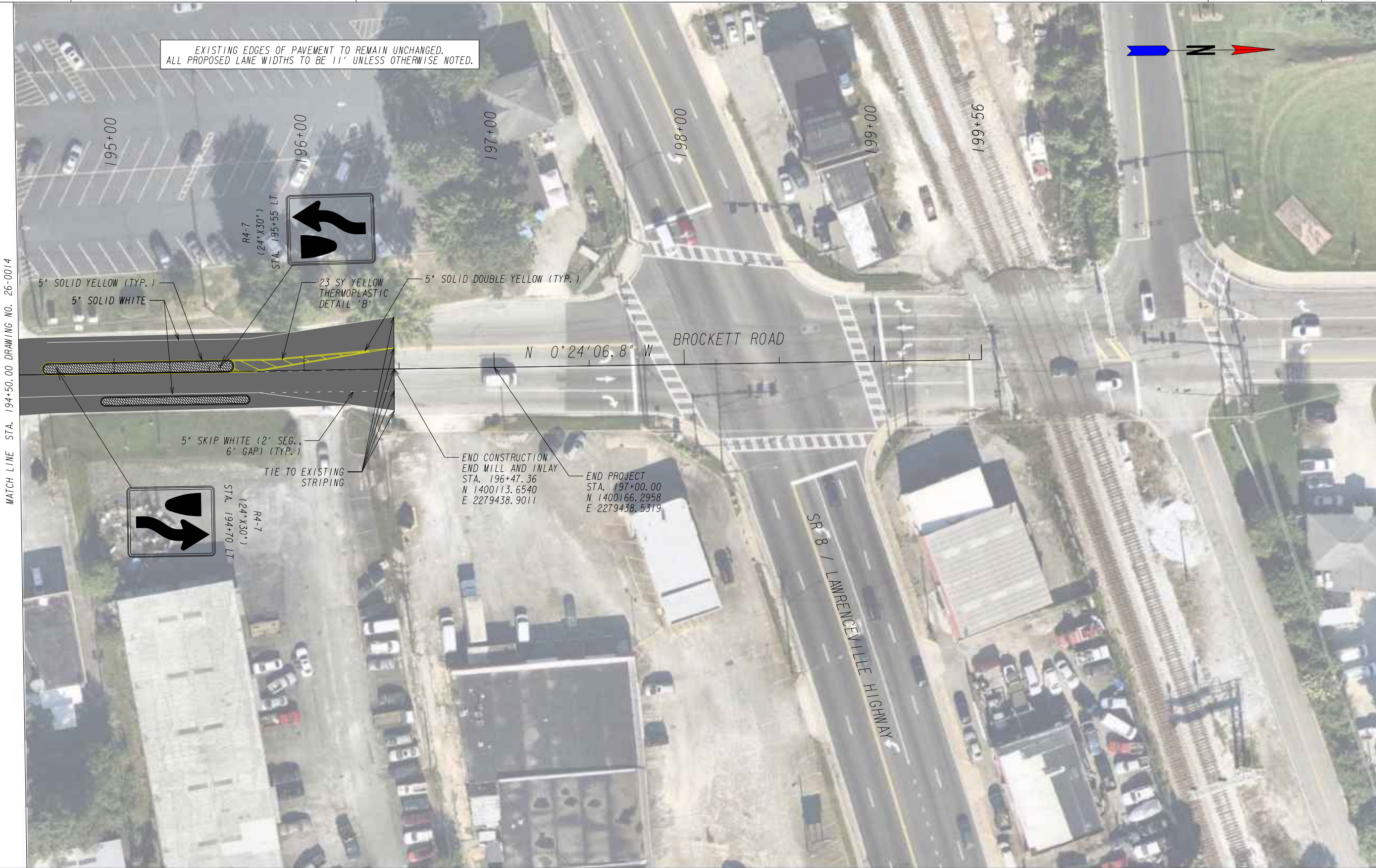
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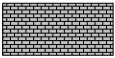
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MEMORANDUM

To: Ken Hildebrandt, P.E., PTOE
City of Tucker

From: Jourdyn R. Fuga, P.E., RSP_{2B}
Kimley-Horn

Date: August 3, 2022

Subject: Traffic Calming and Bicycle Treatment Considerations
Brockett Road from Cooledge Road to SR 8 (US 29/Lawrenceville Highway)
Tucker, GA

Kimley-Horn and Associates, Inc. was retained by the City of Tucker to support in the development of roadway improvements along the section of Brockett Road from Cooledge Road to SR 8 (US 29/Lawrenceville Highway). The study corridor was identified originally for traffic calming treatments that would target reducing vehicular speeds to improve safety for all roadway users. These treatments include reconfiguring the 30-foot cross-section to include 11-foot vehicular travel lanes as well as chicanes, medians, and high-visibility traffic separator curbs at various locations throughout the corridor. Bicycle accommodations were not included as part of this, due to the constrained roadway width and since Brockett Road was not identified as a corridor for bicycle treatments in the City's *Trail Master Plan*. Kimley-Horn prepared construction design plans for the project in November 2021.

Tucker's City Council has requested that the City Engineer review hybrid approaches through which bicycle treatments could be incorporated into the project, which are summarized in this memorandum.

Traffic Calming Cross-Sections

The Brockett Road Traffic Calming project includes three primary traffic-calming elements which are placed at various locations along the corridor. With these treatments, there are five typical cross-sections along the roadway, which are summarized in **Table 1**.

Roadway Section	Typical Cross-Section
Sections with no traffic calming elements	(2 x 11-ft travel lanes) + (2 x 4-ft paved shoulders) = 30 ft total width
Right-side/left-side chicanes	(2 x 11-ft travel lanes) + (1 x 5-ft chicane) + (1 x 1-ft chicane/travel lane buffer) + (1 x 2-ft paved shoulder) = 30 ft total width
Median	(2 x 11-ft travel lanes) + (1 x 6-ft median) + (2 x 1-ft paved shoulder) = 30 ft total width
Traffic-separating curb (one side)	(2 x 11-ft travel lanes) + (1 x 1-ft curb) + (1 x 1-ft curb/travel lane buffer) + (1 x 2-ft paved shoulder) + (1 x 4-ft paved shoulder) = 30 ft total width
Traffic-separating curb (two sides)	(2 x 11-ft travel lanes) + (2 x 1-ft curb) + (2 x 1-ft curb/travel lane buffer) + (2 x 2-ft paved shoulder) = 30 ft total width

Bicycle Treatment Alternatives

Three primary alternatives to incorporate bicycle treatments into the traffic calming project were identified. These alternatives as well as considerations for each are summarized below:

- **Wide paved shoulders (“unmarked” bicycle lanes) – Option 1:** Along sections of the corridor where no traffic calming treatments are proposed, there would be 4-foot paved shoulders along each travel lane, which could serve as “unmarked” bicycle lanes.
 - Along sections with proposed right-side or left-side chicanes, the available width for an “unmarked” bicycle lane would narrow to 2 feet on the chicane-side of the roadway; there would be no available width on the other side of the roadway.
 - As a result, chicanes could no longer be included as a traffic calming element since one of the “unmarked” bicycle lanes would narrow from 4 feet to 0 feet. This would impact the effectiveness of the traffic calming project.
 - Along sections with proposed medians, the available width for “unmarked” bicycle lanes would narrow to 1 foot on each side.
 - Along sections with proposed traffic-separating curb on one side of the roadway, the available width for an “unmarked” bicycle lane would narrow to 2 feet on the curb-side of the roadway, while the other side of the roadway would still have 4 feet of available width.
 - Along sections with proposed traffic-separating curb on both sides of the roadway, the available width for “unmarked” bicycle lanes would narrow to 2 feet on each side.
- **Wide paved shoulders (“unmarked” bicycle lanes) – Option 2:** The design of the traffic calming project could be revised to include 11-foot travel lanes and 3-foot paved shoulders along each side for the entire length of the corridor, fitting traffic calming elements into the remaining 2 feet of the width in the cross-section.
 - Traffic-separating curb could be installed between the travel lane and “unmarked” bicycle lane at appropriate locations along the corridor.
 - Medians and chicanes could no longer be included as traffic calming elements in the project, which would greatly impact the effectiveness of the traffic calming project.
- **One-way separated bicycle lane:** The design of the traffic calming project could be revised to include 11-foot travel lanes and a single, one-way separated bicycle lane, for which the minimum allowable width is 5 feet. The remaining 3 feet of available width could be used to install traffic-separating curb at appropriate locations along the corridor. Vertical delineators also could be installed as separation between the bicycle lane and the travel lane.
 - The available cross-section only allows for a single, one-way bicycle lane; thus, bicycle traffic in the opposite direction would be not served.
 - Medians and chicanes could no longer be included as traffic calming elements in the project, which would greatly impact the effectiveness of the traffic calming project.

Additional Considerations

The following information was also acknowledged while considering hybrid approaches to the traffic calming project:

- The typical minimum width of bicycle lanes is 5 feet, though 4 feet is acceptable at locations with a 1-foot or 2-foot gutter pan.
 - Wider bicycle lanes provide more comfort and serve more cyclists.
- Cyclists typically ride between 2.5 ft – 3.5 ft away from the curb face.
 - Providing less width than this makes it highly likely that the lane will not be used.

- More experienced cyclists likely will ride in the travel lane, and less experienced cyclists likely will not use the corridor at all.
- “Unmarked” bicycle lanes are typically considered a temporary treatment, and these lanes do not adequately serve the needs of most cyclists, particularly on busier streets.
- Brockett Road has travel speeds that range between 39 mph and 52 mph with daily volumes that range between 5,464 vehicles per day (vpd) to 6,326 vpd.
 - “Separated Bike Lane” or “Shared Use Path” facilities are typical treatments for roadways with these speed and volume characteristics.
 - NACTO also recommends bicycle treatments that provide greater separation between bicycles and motor vehicles on roadways with travel speeds greater than 35 mph.
- Brockett Road was not identified as a corridor for bicycle treatments in the City’s *Trail Master Plan*.
 - Installing bicycle treatments along the section of Brockett Road, south of Foxglove Road, would be redundant to the proposed Johns Homestead Park to SF Peachtree Creek Trail.
 - Additionally, installing bicycle treatments along the section of Brockett Road from Brockett Creek Drive to Moon Street/Railroad Avenue provides a connection between the proposed Johns Homestead Park to SF Peachtree Creek Trail and the proposed Downtown to Johns Homestead Park Trail.

Closing

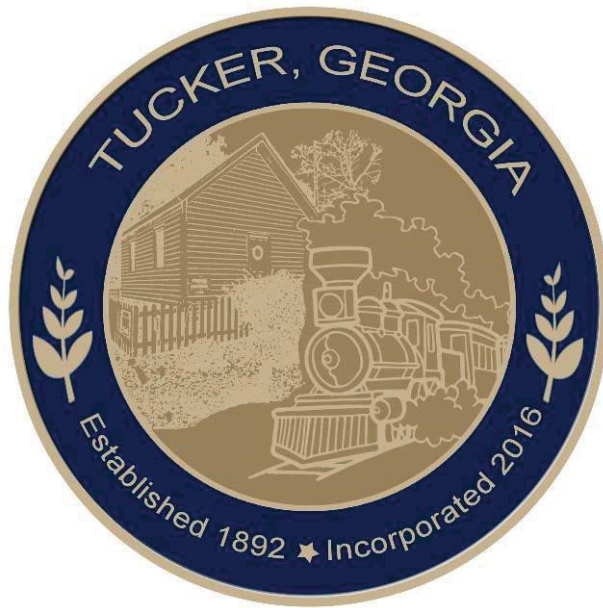
Speed control is considered one of the most important methods for reducing the frequency and severity of crashes—across all modes. Installing traffic calming measures in the near term provides the opportunity to lower travel speeds, thus making Brockett Road a candidate for a lower speed limit, while also addressing roadway safety.

Based on speed and volume characteristics of Brockett Road, more preferred treatments include widening the roadway by approximately 14 feet to install 7-foot buffered bike lanes along each travel lane or widening the shoulder to provide a shared use path along one side of the roadway. These treatments could be installed along the entire corridor or along the section between Brockett Creek Drive to Moon Street/Railroad Avenue, as a cost-savings measure.

City of Tucker

Invitation to Bid
ITB # 2022-015

BROCKETT ROAD TRAFFIC CALMING



BID MANUAL

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

City of Tucker Invitation to Bid
ITB #2022-015
BROCKETT ROAD TRAFFIC CALMING

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the Brockett Road Traffic Calming 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> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	August 4, 2022
Pre-Bid Conference	N/A
Deadline for Questions	August 24, 2022 at 5:00 p.m.
Responses to Questions Posted (Addenda)	August 26, 2022
Bid Deadline	September 2, 2022 at 2:00 p.m. EDT
Award at Council Meeting	TBD
Completion from Notice to Proceed	120 calendar days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov reference Bid #2022-015.

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. 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 with the subject line ITB #2022-015. 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.

Your response must be received by the date and time specified. (Addenda will show any schedule updates) Late receipt of bids 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, to waive any formalities or informalities to make an award and to re-advertise in the best interest of the City. No proposals received orally/phone.

Exhibit A:
Project Specifications / Scope of Work
ITB #2022-015 Brockett Road Traffic Calming

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Brockett Road Traffic Calming project.

Brockett Road is to be improved from Lawrenceville Highway to the intersection of Brockett Road and Cooledge Road (approx. 1.9 miles). Improvements include asphalt patching, milling, paving, header curb, concrete median, signage, and pavement markings. The complete scope, plans, and other relevant information for ITB 2022-015 Brockett Road Traffic Calming is available for download on the City of Tucker website: <http://tuckerga.gov> or request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

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

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications;
- City of Tucker ordinances and regulations;
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

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

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

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

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 the Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures on Brockett Road are limited to the hours of 9:00AM to 4:00PM. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Hours of operation for subdivision streets shall be 8:00AM to 7:00PM.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed within 120 days of the Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

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

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

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

MATERIALS

City staff will inspect the work and provide materials testing if required. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing variable message signs at each end of the project one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid, and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct 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 are 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 include entrances and exits via driveways at various properties, and access to the intersecting roads and

streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install, and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings should be included in the items for the permanent thermoplastic markings.

The contractor shall be responsible for providing and installing variable message boards at each end of Brockett Road. The message boards shall be installed at least one week prior to the commencement of work. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. Payment for this will be included in the item for Traffic Control.

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.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the signing & marking plans including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete, or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

See construction plans

SUBCONTRACTOR

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

BID DOCUMENT SUBMITTAL REQUIREMENTS:

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

Exhibit B: Cost Proposal

ITB #2022-015 Brockett Road Traffic Calming					
ITEM NO.	UNITS	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
MILL & INLAY					
402-1802	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	640	\$195.00	\$124,800.00
402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	3,244	\$145.00	\$470,380.00
413-0750	GL	TACK COAT	2,187	\$9.50	\$20,776.50
432-0206	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	39,572	\$4.60	\$182,031.20
ROADWAY					
150-1000	LS	TRAFFIC CONTROL	1	\$65,700.00	\$65,700.00
210-0100	LS	GRADING COMPLETE	1	\$73,750.00	\$73,750.00
441-5008	LF	CONCRETE HEADER CURB, 6 IN, TP 7	5,414	\$21.00	\$113,694.00
441-0748	SY	CONCRETE MEDIAN, 6 IN	1,197	\$105.00	\$125,685.00
	LF	WHITE TRAFFIC SEPARATOR CURB WITH WHITE BOLLARDS	567	\$65.00	\$36,855.00
SIGNING AND MARKING					
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	130	\$36.00	\$4,680.00
636-2070	LF	GALV STEEL POSTS, TP 7	325	\$12.50	\$4,062.50
653-0120	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	2	\$120.75	\$241.50
653-0230	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 3A	2	\$212.75	\$425.50
653-1906	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	17,910	\$1.04	\$18,536.40 18,626.40
653-2602	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	12,073	\$1.09	\$13,189.75 13,159.57
653-2611	GLF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	268	\$0.86	\$231.15 230.48
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	277	\$5.75	\$1,592.75
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3657	\$2.88	\$10,513.88 10,532.16
653-6006	SY	THERMOPLASTIC TRAF STRIPING, YELLOW	578	\$5.18	\$2,994.15 2,994.04
654-1001	EA	RAISED PVMT MARKERS TP 1	500	\$5.75	\$2,875.00
654-1002	EA	RAISED PVMT MARKERS TP 2	450	\$5.75	\$2,587.50
PROJECT TOTAL				\$	1,275,599.23 1,275,679.10

Company Name: SUMMIT CONSTRUCTION & DEVELOPMENT,LLC

Address: 2108 BENTLEY DRIVE. STONE MOUNTAIN, GA 30087

Contact Person: RUBEN BUCIO DURAN

Phone Number: 770-413-0090

Email Address: CONTRACTS@SUMMITCD.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

► 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. SUMMIT CONSTRUCTION & DEVELOPMENT, LLC	
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 checked="" 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) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2108 BNTLEY DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code STONE MOUNTAIN GA 30087	
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									
2	6	-	3	9	5	0	3	3	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 ► 09/02/2022
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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.

EXHIBIT E-1

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
Solicitation/Contract No./ Call No. or Project Description:	ITB #2022-015 Brockett Road Traffic Calming

CONTRACTOR AFFIDAVIT

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 on behalf of the Georgia Department of Transportation 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 and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an 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:

357508

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


09/14/2010

Date of Authorization

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
Name of Contractor

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

RUBEN BUCIO DURAN
Printed Name (of Authorized Officer or Agent of Contractor)


Signature (of Authorized Officer or Agent)

PRESIDENT
Title (of Authorized Officer or Agent of Contractor)

09/01/2022
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

2 DAY OF Sept, 2022


Notary Public

My Commission Expires: 9/15/21



EXHIBIT E-2

N/A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SUMMIT CONSTRUCTION & DEVELOPMENT,LLC
Subcontractor's (Your) Name:	N/A
Solicitation/Contract No./ Call No. or Project Description:	ITB #2022-015 Brockett Road Traffic Calming

SUBCONTRACTOR AFFIDAVIT

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 with _____ (name of contractor) on behalf of the Georgia Department of Transportation 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 and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. 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: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) Summit Construction & Development, LLC at

(Address of Contractor) 2108 Bentley Dr., Stone Mountain GA 33087

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

(Name of Surety) Great Midwest Insurance Company

(Address of Surety) 800 Gessner Suite 600, Houston TX 77024

A corporation of the State of Texas, 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 Amount Bid
_____ Dollars (\$ 5% amt bid) 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 # 2022-015
BROCKETT ROAD TRAFFIC CALMING**

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 2nd day of September A.D., 2022.

ATTEST:

(Principal Secretary)

Angela
Angela Naiden

(SEAL)

(Witness to Principal)

Christina Szona O.

2108 Bentley Dr., Stone Mountain GA 33087

(Address)

Summit Construction & Development, LLC

(Principal)

BY:

Ruben Busto Doran

2108 Bentley Dr., Stone Mountain GA 33087

(Address)

Great Midwest Insurance Company

(Surety)

ATTEST:

BY:

Kevin Wojtowicz
(Attorney-in-Fact) and Georgia Licensed Nonresident Agent

Kevin Wojtowicz

(Attorney-in-Fact)

Nielsen Wojtowicz Neu & Associates
1000 Central Ave #200, St. Petersburg FL 33705

(Address)

(Witness as to Surety)

Eileen Heard
Eileen Heard

(SEAL)



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merluccl, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

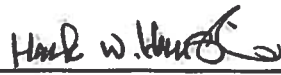
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.




GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2 Day of September 2022



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly, and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: SUMMIT CONSTRUCTION & DEVELOPMENT,LLC

Contractor Information:

Primary Contact Person: RUBEN BUCIO DURAN

Title: PRESIDENT Telephone Number: 770-413-0090

Secondary Contact Person: AJAY NAIDU

Title: SR. ESTIMATOR Telephone Number: 770-413-0090

Address: 2108 BENTLEY DRIVE

City / State / Zip: STONE MOUNTAIN GA 30087

Mailing Address (If different than above): N/A

City / State / Zip: N/A

E-mail Address: CONTRACTS@SUMMITCD.COM

Federal Employee ID Number (FEIN): 26-3950335

STANDARD FORMS

REFERENCES

REFERENCE #1

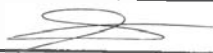
Name of Entity/Firm: CITY OF JOHNS CREEK
Mailing Address: 11360 LAKEFIELD DRIVE
City/State/Zip Code: JOHNS CREEK GA 30097
Contact Person Name: RICK DOUDS
Contact Person Telephone Number: 470-476-6874
Email Address (required): RICHARD.DOUDS@WOODPLC.COM
Date When Work Performed: JUNE, 2022
Description of Work Performed: BARNWELL ROAD AT RIVERMONT INTERSECTION IMPROVEMENT - DEMOLITION
STORM DRAINAGE, CONCRETE WORK, ASPHALT, STRIPING & MARKING, TRAFFIC SIGNAL

REFERENCE #2

Name of Entity/Firm: FORSYTH COUNTY
Mailing Address: 28 E MAIN STREET
City/State/Zip Code: FORSYTH GA 31029
Contact Person Name: STEPHEN BOND
Contact Person Telephone Number: 678-455-8379
Email Address (required): SBOND@FORSYTHCO.COM
Date When Work Performed: JUNE, 2021
Description of Work Performed: INTERSECTION IMPROVEMENTS CAMPGROUND & DECKERSON ROADS - DEMOLITION
STORM DRAINAGE, CONCRETE WORK, ASPHALT, STRIPING AND OTHER RELATED WORKS

REFERENCE #3

Name of Entity/Firm: GWINNETT COUNTY
Mailing Address: 75 LANGLEY DRIVE.
City/State/Zip Code: LAWRENCEVILLE GA 30046
Contact Person Name: DAN WNEK
Contact Person Telephone Number: 678-848-5718

Email Address (required): DAN.WNEK@ONEATLAS.COM
Date When Work Performed: DECEMBER, 2021
Description of Work Performed: INDIAN TRAIL PARKI AND DRIVE - DEMOLITION, CONCRETE WORK, STORM DRAINAGE, ASPHALT AND STRIPING, LIGHTING AND OTHER RELATED WORKS.
BIDDER
Name of Entity/Firm: SUMMIT CONSTRUCTION & DEVELOPMENT,LLC
Mailing Address: 2108 BENTLEY DRIVE
City/State/Zip Code: STONE MOUNTAIN GA 30087
Contact Person Name: RUBEN BUCIO DURAN
Contact Person Telephone Number: 770-413-0090
Email Address (required): CONTRACTS@SUMMITCD.COM
Signature: 
Printed Name: RUBEN BUCIO DURAN
Date: 09/02/2022

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 517 North Church Street Thomaston, GA 30286 706 647-8121		CONTACT NAME: PHONE (A/C, No, Ext): 706 647-8121 FAX (A/C, No): 888-831-8407 E-MAIL ADDRESS:	
INSURED Summit Construction and Development LLC 2108 Bentley Drive Stone Mountain, GA 30087		INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Insurance Company INSURER B : Hartford Fire Insurance Company INSURER C : Ironshore Specialty Insurance Company INSURER D : INSURER E : INSURER F :	
		NAIC # 19488 19682 25445	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	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 <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP21202190002	03/15/2022	03/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA21202180001	03/15/2022	03/15/2023	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CU21202200002	03/15/2022	03/15/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC21202210001	03/15/2022	03/15/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented			20MSE15965	03/15/2022	03/15/2023	Limit: \$175,000
C	Pollution			EC1003E00	03/15/2022	03/15/2023	Limit: \$5,000,00

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Ruben Duran, Company Owner

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Summit Construction & Development, LLC
 2108 Bentley Drive. Stone Mountain GA
 30087

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

Calvin E. Smith



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Summit Construction & Development	Owner:
Address: 2108 Bentley Drive	
Stone Mountain GA 30087	

Primary Source License Information

Lic #: UC302166	Profession: Utility	Type: Utility Contractor
Secondary:	Method: Application	Status: Active
Issued: 7/15/2011	Expires: 4/30/2023	Last Renewal Date: 3/11/2019

Associated Licenses

Relationship: Supervisor			
Licensee: Maxwell, Donald Paul	License Type: Utility Manager		
License #: UM102424	License Status: Active		
Established: 7/15/2011	Association Date: 7/15/2011	Expiry:	
Type: Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: November 22, 2021 10:42:36

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



Gwinnett County Licensing and Revenue

446 W. Crogan Street
Lawrenceville, GA 30046

2022

**NOT
TRANSFERABLE**

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: **March 25, 2022**
Expires: **March 31, 2023**

Certificate Number: **2022162652**
Fee: **\$17,112.37**

Business Name: **SUMMIT CONSTRUCTION & DEVELOPMENT L**
Description: **All Other Specialty Trade Contractors**

MAIL TO:
SUMMIT CONSTRUCTION & DEVELOPMENT L
C/O SUMMIT CONSTRUCTION & DEVELOPMENT LLC
2108 BENTLEY DR
STONE MOUNTAIN GA 30087-3526

Business Location
2108 BENTLEY DR
STONE MOUNTAIN GA 30087-3526



Only valid at this location and when location conforms to Gwinnett County Ordinance



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

July 12, 2022

Amended

Ruben Bucio Duran, COO/Owner
Summit Construction & Development, LLC
2108 Bentley Drive
Stone Mountain, GA 30087

ANNIVERSARY DATE: Annually on September 10

Ruben Bucio Duran:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory, which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your GDOT Vendor ID Code is 2SU355

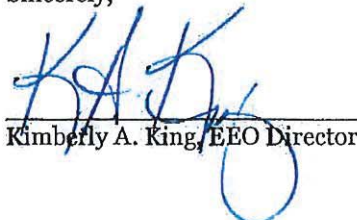
Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

484220:	Dump Trucking (e.g., gravel, sand, top-soil)
561730:	Landscaping Services
237310:	Highway, Street & Bridge Construction
238910:	Site Preparation Contractors

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with **49 CFR Part 26, Section 26.83 (j)** of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,



Kimberly A. King, EEO Director

KAK / SA



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 24, 2020

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SU355

Summit Construction & Development, LLC
2108 Bentley Drive
Stone Mountain, GA 30087

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: **\$40,500,000**

CERTIFICATE EXPIRES: **May 31, 2022**

PRIMARY WORK CLASS/CODE: **310**

SECONDARY WORK CLASS(ES)/CODE(S): **149, 150, 163, 201, 205, 208, 400, 424, 432, 441,**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2020.07.08 07:54:31-0400

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



CONTRACT AGREEMENT ITB# 2022-015

BROCKETT ROAD TRAFFIC CALMING

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 Summit Construction and Development, LLC ("Contractor"), located at 2108 Bentley Drive, Stone Mountain, GA 30087.

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 #2022-015** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **ITB #2022-015**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the most qualified submittal to the City per the scope of services.

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 – IMMIGRATION & SECURITY FORM

EXHIBIT F – CONTACT INFORMATION

EXHIBIT G – ADDENDUMS

EXHIBIT H – PERFORMANCE AND PAYMENT BOND (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 RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. 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.

3.2. Billings. If applicable, and unless the RFP provides otherwise, 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. Standard payment terms: Net-30.

Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted: **"Exhibit C"**.

3.3. 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.

3.4. 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 50-5-64, except as allowed by law, 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 or, in the event of a renewal, beyond the fiscal year of such renewal. 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 RFP and/or 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 time 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 To the extent allowed by law, 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

- A. 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.
- B. 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, 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.
- C. 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 \$2,000,000 per person and \$2,000,000 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 50-5-64 and 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 in connection with the Contract or the bidding process 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 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

A. 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.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. 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.

D. 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.

E. 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.

F. After Contractor has submitted a fully documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received. or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 Subcontractors 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 response submitted in response thereto, 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, 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**" (**Immigration and Security 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 Work Place

18.1 A drug-free and smoke-free work place 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:

By: _____

Title: _____

Name: _____

Date: _____

Attest: _____

Bonnie Warne, City Clerk

CONTRACTOR:

By: _____

Title: _____

Name: _____

Date: _____

Company Name: _____

(seal)

Exhibit B: Cost Proposal

ITB #2022-015 Brockett Road Traffic Calming					
ITEM NO.	UNITS	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
MILL & INLAY					
402-1802	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	640	\$195.00	\$124,800.00
402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	3,244	\$145.00	\$470,380.00
413-0750	GL	TACK COAT	2,187	\$9.50	\$20,776.50
432-0206	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	39,572	\$4.60	\$182,031.20
ROADWAY					
150-1000	LS	TRAFFIC CONTROL	1	\$65,700.00	\$65,700.00
210-0100	LS	GRADING COMPLETE	1	\$73,750.00	\$73,750.00
441-5008	LF	CONCRETE HEADER CURB, 6 IN, TP 7	5,414	\$21.00	\$113,694.00
441-0748	SY	CONCRETE MEDIAN, 6 IN	1,197	\$105.00	\$125,685.00
	LF	WHITE TRAFFIC SEPARATOR CURB WITH WHITE BOLLARDS	567	\$65.00	\$36,855.00
SIGNING AND MARKING					
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	130	\$36.00	\$4,680.00
636-2070	LF	GALV STEEL POSTS, TP 7	325	\$12.50	\$4,062.50
653-0120	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	2	\$120.75	\$241.50
653-0230	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 3A	2	\$212.75	\$425.50
653-1906	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	17,910	\$1.04	\$18,536.40 18,626.40
653-2602	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	12,073	\$1.09	\$13,189.75 13,159.57
653-2611	GLF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	268	\$0.86	\$231.15 230.48
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	277	\$5.75	\$1,592.75
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3657	\$2.88	\$10,513.88 10,532.16
653-6006	SY	THERMOPLASTIC TRAF STRIPING, YELLOW	578	\$5.18	\$2,994.15 2,994.04
654-1001	EA	RAISED PVMT MARKERS TP 1	500	\$5.75	\$2,875.00
654-1002	EA	RAISED PVMT MARKERS TP 2	450	\$5.75	\$2,587.50
PROJECT TOTAL				\$	1,275,599.23 1,275,679.10

Company Name: SUMMIT CONSTRUCTION & DEVELOPMENT,LLC

Address: 2108 BENTLEY DRIVE. STONE MOUNTAIN, GA 30087

Contact Person: RUBEN BUCIO DURAN

Phone Number: 770-413-0090

Email Address: CONTRACTS@SUMMITCD.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

► 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. SUMMIT CONSTRUCTION & DEVELOPMENT, LLC	
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. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" 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) ► </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>	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. 2108 BNTLEY DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code STONE MOUNTAIN GA 30087	
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										
2	6	-	3	9	5	0	3	3	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 ► 09/02/2022
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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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 517 North Church Street Thomaston, GA 30286 706 647-8121		CONTACT NAME: PHONE (A/C, No, Ext): 706 647-8121 FAX (A/C, No): 888-831-8407 E-MAIL ADDRESS:	
INSURED Summit Construction and Development LLC 2108 Bentley Drive Stone Mountain, GA 30087		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Amerisure Insurance Company	
		INSURER B : Hartford Fire Insurance Company	
		INSURER C : Ironshore Specialty Insurance Company	
		INSURER D :	
		INSURER E :	
		NAIC #	
		19488	
		19682	
		25445	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR 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 <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPP21202190002	03/15/2022	03/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	CA21202180001	03/15/2022	03/15/2023	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CU21202200002	03/15/2022	03/15/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	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 Y N/A	WC21202210001	03/15/2022	03/15/2023	PER STATUTE 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
B	Leased/Rented		20MSE15965	03/15/2022	03/15/2023	Limit: \$175,000
C	Pollution		EC1003E00	03/15/2022	03/15/2023	Limit: \$5,000,00

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:


Ruben Duran, Company Owner

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Summit Construction & Development, LLC 2108 Bentley Drive. Stone Mountain GA 30087	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-1

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
Solicitation/Contract No./ Call No. or Project Description:	ITB #2022-015 Brockett Road Traffic Calming

CONTRACTOR AFFIDAVIT

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 on behalf of the Georgia Department of Transportation 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 and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an 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:

357508

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


09/14/2010

Date of Authorization

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
Name of Contractor

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

RUBEN BUCIO DURAN
Printed Name (of Authorized Officer or Agent of Contractor)


Signature (of Authorized Officer or Agent)

PRESIDENT
Title (of Authorized Officer or Agent of Contractor)

09/01/2022
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

2 DAY OF Sept, 2022


Notary Public

My Commission Expires: 9/15/24



EXHIBIT E-2

N/A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SUMMIT CONSTRUCTION & DEVELOPMENT,LLC
Subcontractor's (Your) Name:	N/A
Solicitation/Contract No./ Call No. or Project Description:	ITB #2022-015 Brockett Road Traffic Calming

SUBCONTRACTOR AFFIDAVIT

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 with _____ (name of contractor) on behalf of the Georgia Department of Transportation 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 and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. 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: _____

EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: SUMMIT CONSTRUCTION & DEVELOPMENT,LLC

Contractor Information:

Primary Contact Person: RUBEN BUCIO DURAN

Title: PRESIDENT Telephone Number: 770-413-0090

Secondary Contact Person: AJAY NAIDU

Title: SR. ESTIMATOR Telephone Number: 770-413-0090

Address: 2108 BENTLEY DRIVE

City / State / Zip: STONE MOUNTAIN GA 30087

Mailing Address (If different than above): N/A

City / State / Zip: N/A

E-mail Address: CONTRACTS@SUMMITCD.COM

Federal Employee ID Number (FEIN): 26-3950335

**A RESOLUTION TO AWARD A ROAD CONTRACT FOR THE
BROCKETT ROAD TRAFFIC CALMING**

WHEREAS, at the special called meeting of Mayor and City Council of the City of Tucker in Dekalb County, Georgia, held on September 12, 2022, a motion was made and duly seconded that the City of Tucker award a contract for bid 2022-015 for Brockett Road Traffic Calming project to Summit Construction & Development, LLC.

WHEREAS, the GA Code § 32-4-118, notwithstanding any provisions of Code Section 36-39-11 to the contrary, where a contract has been let for bid, the municipality, by resolution entered in its minutes, shall award the contract to the lowest reliable bidder;

SO RESOLVED, this the 12th day of September, 2022, that the contract C2022-015-CE2303 for the Brockett Road Traffic Calming project shall be awarded to Summit Construction & Development, LLC in the amount of \$1,275,679.10

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
By: Jack Smith, Junior Engineer
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Bid Award for Digital Speed Detection Signs[Title]

Issue:

Contract award for Digital Speed Detector Phase 2 improvements on major collector roads throughout the City of Tucker.

Recommendation:

Staff recommends that the bid be awarded to Paula F. Price Enterprises, LLC. in the amount of \$31,700.

Background:

The City of Tucker's roadways consist of a substantial amount of collector roads that brings traffic of all types to the City. These roads account for a vast majority of the City's speeding violations, and on various occasion, accidents resulting in property damage or the loss of life. Many of these incidences can be attributed to the lack of speed detection devices and the inability to consistently monitor these roadways. This set of improvements consists of the implementation of 8 new Digital Speed Detector devices across the City.

Summary:

Location 1: Lilburn Stone Mountain Rd. Northbound on existing Speed Limit sign near 1861 Lilburn Stone Mountain Rd.

Location 2: Silver Hill Rd. Southbound on existing Speed Limit sign across from 1757 Silver Hill Rd.

Location 3: Rosser Rd. Northbound on existing Speed Limit sign near 5349 Rosser Rd.

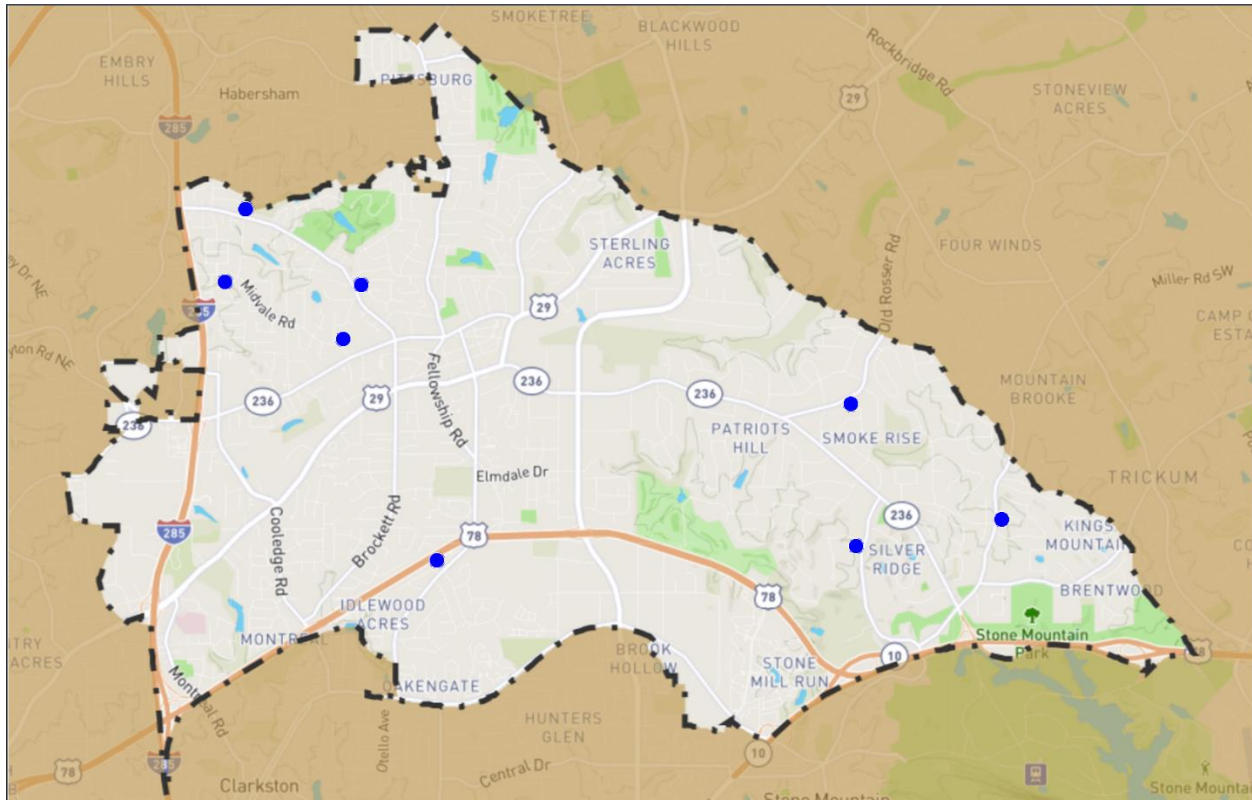
Location 4: Idlewood Rd. Southbound on new Speed Limit sign near Idlewood Rd. and Cedar Knoll Dr.

Location 5: Henderson Rd. Northbound on new Speed Limit sign near 2559 Henderson Rd.

Location 6: Henderson Rd. Eastbound on new Speed Limit sign near Henderson Rd. and Lake Rd.

Location 7: Midvale Rd. Westbound on existing Speed Limit sign near 3996 Midvale Rd.

Location 8: Midvale Rd. Eastbound on new Speed Limit sign near 3517 Midvale Rd.



Three quotes were received:

Paula F. Price Enterprises, LLC.	\$31,700.00
Sunbelt Traffic, LLC.	\$37,867.00
GTG Traffic Signals, LLC.	\$52,750.00

Financial Impact:

This project will be funded from the \$50,000 allocated for Digital Speed Detectors in the FY23 Budget for Capital Projects .



Signals - Lighting - Signs

PRICE QUOTE

DATE: 8/12/2022

PROJECT: City of Tucker Digital Speed Detection Installation

SCOPE: Installation of digital speed detection devices on 4 existing & 4 new sign posts. Includes all labor and material to complete work.

ITEM NUMBER	DESCRIPTION	UNIT	QUANT	UNIT PRICE	EXT
1	DIGITAL SPEED DETECTOR INSTALLATION (8 UNITS)	LS	1	\$52,750.00	\$52,750.00
				TOTAL BID	\$52,750.00

This quotation is an estimate only and not a guarantee to perform the work.

Pricing includes traffic control pay item charged when work begins to pay for mobilization and materials.

Proposed pricing is based on award of all items bid upon.

This quote in its entirety will be part of any subcontract.

This quotation may be withdrawn if not accepted within (30) days. GTG reserves the right to modify unit prices if all quoted items are not awarded.

Prices are only valid thirty (30) days after the bid date.

GTG reserves the right to modify or withdraw this offer if a letter of intent or contract is not received within thirty (30) days of the quote date.

GTG is a certified DBE Contractor with specific agencies. It's the bidder's responsibility to verify GTG current status prior to utilizing this proposal to meet required contract goals.

IF THIS QUOTE IS ACCEPTED, PLEASE SIGN AND EMAIL TO OUR OFFICE OR THIS QUOTE CAN BE AN EXHIBIT IN THE CONTRACT.

x _____

Due to extremely busy schedule, should you accept this quote, please notify GTG Traffic Signals, Jason Gray, as soon as possible of your acceptance to help prevent delays in getting work schedule and performed. Schedule during our peak season can be weeks away, please don't wait until your job is ready to get on the schedule.



PAULA F.PRICE ENTERPRISES, LLC.

507B MARTIN TOWN ROAD
NORTH AUGUSTA, SC 29841

770-880-2025

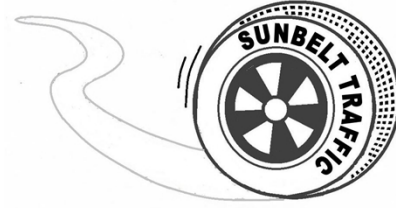
rich@pfpteam.com

QUOTE

Date	QUOTE
07/28/2022	5901

CITY OF TUCKER
1975 LAKSIDE PKWY
TUCKER, GA 30084
ATTN: JACK SMITH

Project Details			TERMS NET 30	
Tucker RADAR SIGNS AND INSTALL			MAKE CHECKS PAYABLE TO: PAULA F. PRICE ENTERPRISES, LLC	
Qty	Item	Description	UNIT PRICE	TOTAL
8	12" RADAR FEED BACK SPEED SIGN SOLAR-EV-12-SD	EVOLUTION MODEL EV-12-SD SOLAR-WITH DATA COLLECTION, BLUETOOTH, SPEED VIOLATOR ALERT, AMBIENT LIGHT SENSOR AND AUTOMATIC BRIGHTNESS ADJUSTMENT BANDING		
8	CLOUD MANAGEMENT	SOFTWARE, BLUETOOTH, DATA COLLECTION. SAFEPLACE MGT. DATA CLOUD SERVICE		
8	LOCKING MOUNTING BRACKET	REMOVABLE LOCKING MOUNTING BRACKET.		
8	INSTALLATION	INTALLATION OF 8 RADAR SPEED SIGNS AND POSTS AND SIGNS AT 8 LOCATIONS IN THE CITY OF TUCKER GA.		
4	POSTS 12 FT	12 FT 2 INCH X 2 INCH SQUARE POST W/ 3 FT 2.25 INCH ANCHOR		
4	R2-1 18 X 24" SPEED LIMIT SIGNS	24" X 30" R2-1 SPEED LIMIT SIGNS HIP SHEETING.		
1	TRAINING AND INSTRUCTION	COMPLETE TRAINING AND INSTRUCTION FOR CLOUD SETUP AND OPERATION.		
			GA TAX EXEMPT	
			Sales Tax ()	
			Total \$31,700.00	



PROPOSAL

TO: **Ken Hildebrandt**
City of Tucker

Project: Phase 2 speed radar detectors
Address:

Date: 8/5/2022

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Speed Radar installations \$37,867.00

Description of Services:

Install at locations specified by quote request:

8 EA, Evolution 12" Digit - Solar- Includes Strobe, BT,
Data - modem and 12 month network access to cloud

Subtotal:	\$37,867.00
*0% Tax:	\$0.00
TOTAL:	\$37,867.00

Terms and Conditions

Includes all incidentals necessary to complete the work

Contractor: _____ 8/5/2022
Sunbelt Traffic Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
City of Tucker Date



CONTRACT AGREEMENT
C2022-022-CE2306
Digital Speed Detectors Phase 2

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 Paula F. Prince Enterprises LLC located at 507B Martin Town Rd, North Augusta, SC 29841

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 received quotes from qualified Vendors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Vendor") is required to provide the services as called for in the specifications; and

WHEREAS, the Vendor submitted a quote/proposal; and

WHEREAS, the Vendor's proposal/quote was deemed by the City of Tucker to be the most qualified proposal/quote to the City per the scope of work.

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

1. **Scope of Work:** The Vendor has agreed 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
2. **Compensation and Billing.** The Vendor will be paid for the goods and services pursuant to proposal/quote provided by vendor as delineated in **Exhibit A (Cost Proposal)**. Invoices are to be emailed to invoice@tuckerga.gov. Invoices will be paid net 30. PO# (noted at top) must be on invoices submitted.
3. **Delay of Payment Due to Vendor's Failure.** If the City in good faith determines that the vendor has failed to perform or deliver any goods and services pursuant to proposal/quote, the City may withhold that portion of the vendor's compensation which represents payment for goods and service that were not performed or delivered.
4. **Independent Vendor.** The Vendor shall not be considered an employee, agent or representative of the City of Tucker.
5. **Indemnification.** To the extent allowed by law, the Vendor 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 Vendor, its agents, subcontractors or employees.
6. **Insurance.** The Vendor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance of at least \$1,000,000 per incident covering the delivery of goods and services pursuant to the proposal/quote. Such insurance is to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. Vendor shall provide proof of insurance evidencing the coverage requested herein before delivery of any goods and services pursuant to proposal/quote.
 7. **Compliance with All Laws and Licenses:** The Vendor must obtain all necessary licenses and comply with local, state and federal requirements. The Vendor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance.
 8. **Federal Regulations.** Vendors must comply with all applicable federal regulations.
 9. **Georgia Security and Immigration Compliance Act.** Vendors must comply with the Georgia Security and Immigration Compliance Act.
 10. **Drug-Free and Smoke-Free Workplace.** Vendors must comply with the requirements of Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.
 11. **Additional Terms.** Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor 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.
 12. **Antitrust Actions.** For good cause and as consideration for executing this Contract or placing this order, Vendor 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.
 13. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Georgia.

EXHIBIT A – SCOPE OF WORK/COST PROPOSAL

EXHIBIT B – W-9

EXHIBIT C – CERTIFICATE OF INSURANCE

EXHIBIT D- AFFIDAVIT

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:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date _____

Company Name: _____

Attest: _____

Bonnie Warne, City Clerk

(seal)

Approved as to form:

Ted Baggett, City Attorney

EXHIBIT A

PAULA F.PRICE ENTERPRISES, LLC.

507B MARTIN TOWN ROAD
NORTH AUGUSTA, SC 29841

770-880-2025
rich@pfpteam.com

QUOTE

Date	QUOTE
07/28/2022	5901

CITY OF TUCKER
1975 LAKSIDE PKWY
TUCKER, GA 30084
ATTN: JACK SMITH

Project Details			TERMS NET 30	
Tucker RADAR SIGNS AND INSTALL			MAKE CHECKS PAYABLE TO: PAULA F. PRICE ENTERPRISES, LLC	
Qty	Item	Description	UNIT PRICE	TOTAL
8	12" RADAR FEED BACK SPEED SIGN SOLAR-EV-12-SD	EVOLUTION MODEL EV-12-SD SOLAR-WITH DATA COLLECTION, BLUETOOTH, SPEED VIOLATOR ALERT, AMBIENT LIGHT SENSOR AND AUTOMATIC BRIGHTNESS ADJUSTMENT BANDING		
8	CLOUD MANAGEMENT	SOFTWARE, BLUETOOTH. DATA COLLECTION. SAFEPLACE MGT. DATA CLOUD SERVICE		
8	LOCKING MOUNTING BRACKET	REMOVABLE LOCKING MOUNTING BRACKET.		
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1	TRAINING AND INSTRUCTION	COMPLETE TRAINING AND INSTRUCTION FOR CLOUD SETUP AND OPERATION.		
			GA TAX EXEMPT	
			Sales Tax ()	
			Total \$31,700.00	

EXHIBIT B

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

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PAULA F PRICE ENTERPRISES LLC

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions ▶ 507 W MARTIN LUTHER KING JR BLVD

6 City, state, and ZIP code
NORTH AUGUSTA, GA. 29481

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

26	-	4	6	8	9	2	9	7	
----	---	---	---	---	---	---	---	---	--

Part II Certification

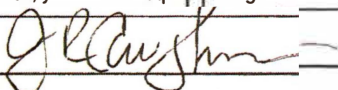
Under penalties of perjury, I certify that:

- 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 ▶

3/22/19

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)

02/16/2022

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 Insurance Services of Augusta #5 George C Wilson Court Augusta, GA 30909 Jessica Bender		706-738-0411		CONTACT NAME: Insurance Services of Augusta PHONE (A/C, No, Ext): 706-738-0411 FAX (A/C, No): 706-738-0371 E-MAIL ADDRESS: certs@1917ins.com	
INSURED Paula F. Price Enterprises, LLC 507 W. Martintown Rd North Augusta, SC 29841				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Ohio Security Insurance Co. NAIC # 24082	
				INSURER B: The Ohio Casualty Ins. Co. 24074	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS58557542	02/28/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS58557542	02/28/2022	02/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$ 10000			USO58557542	02/28/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	XWS58557542	02/28/2022	02/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

CITYO22 City of Tucker, Georgia 1975 Lakeside Parkway Ste 350 Tucker, GA 30084	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

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Paula F. Price Enterprises, LLC
Solicitation/Contract No./ Call No. or Project Description:	Road Feedback Signs

CONTRACTOR AFFIDAVIT

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 on behalf of the Georgia Department of Transportation 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 and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an 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:

1524766

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

3/24/2022

Date of Authorization

Paula F. Price Enterprises LLC

Name of Contractor

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

Richard Lolli

Printed Name (of Authorized Officer or Agent of Contractor)

Sales Manager

Title (of Authorized Officer or Agent of Contractor)

[Signature]

Signature (of Authorized Officer or Agent)

8/17/2022

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17 DAY OF August, 2022

[Signature]

Notary Public

[NOTARY SEAL]

My Commission Expires: 1-31-2024





MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Contract Award for the North/South Connectivity Study

Description for on Agenda:

Contract Award for the North/South Connectivity Study

Issue:

Approval of Task Order #41 with Kimley Horn for the North/South Connectivity Study.

Recommendation:

Staff recommend awarding Task Order #41 to Kimley Horn in the amount of \$209,105.00.

Background:

During the public input meetings for the Transportation Master Plan Meetings in 2018 and 2019, citizen cited concerns about congestion, speeding, and safety along north/south streets connecting US 78 / Lawrenceville Hwy / Lavista Rd

- Montreal Road
- Cooleedge Road
- Brockett Road
- Idlewood Road
- Fellowship Road

As a result of these concerns, a study was proposed in the Transportation Master Plan to study these north/south collector streets.

Summary:

Kimley Horn has submitted a proposal to evaluate Operation & Safety needs along these streets. Their scope of work will include gathering traffic counts and accident data, reviewing transit connections, conducting capacity analysis, holding 3 neighborhood meetings, developing a concept, calculating construction cost estimates and right-of-way impacts, and proposing project prioritization. Recommendations may include left turn lanes, deceleration lanes, roundabouts, traffic signal improvements, pavement marking modifications, and/or traffic calming measures. Bike and Pedestrian improvements will be considered to provide connectivity to main roads, destinations, transit, and the city' current and future sidewalk and trail network.

Financial Impact:

\$209,105.00 will be funded from the FY 2023 Capital budget.



**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #2018-016)
TASK ORDER #41
NORTH-SOUTH CONNECTIVITY STUDY
SCOPE OF SERVICES**

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #15-216-1) and shall serve as authorization by the City of Tucker (“City” or “Client”) to Kimley-Horn & Associates, Inc. (“CONSULTANT”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFQ #2018-016). Now therefore, the parties agree as follows:

Location of Project:

- Montreal Road from US 78 to Lawrenceville Highway
- Montreal Road from Lawrenceville Highway to SR 236 (Lavista Road)
- Cooledge Road from Brockett Road to Lawrenceville Highway
- Idlewood Road from East Ponce de Leon Avenue to Lawrenceville Highway
- Fellowship Road from Elmdale Drive to Chamblee Tucker Road

Description of Services: The services to be performed by the CONSULTANT pursuant to this TASK ORDER (the “WORK”), include, but are not limited, to the following: data collection, site visit, existing conditions evaluation, project identification and prioritization, concept design, neighborhood outreach, and final report documents, further described in the Kimley-Horn proposal attached as Attachment A.

CONSULTANT Deliverables to CITY

All electronic documents, project files, material invoices, photographs, and meeting summaries associated with this project

Design Specifications and Guidelines: The scope of services included in Attachment A will be performed on an hourly basis utilizing the previously approved rates from RFQ #2018-016 with a Not to Exceed amount as follows: **\$209,105.00**

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #2018-016) entered between the parties.

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 120 calendar days after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 10 calendar days (hereinafter referred to as the “Schedule for Completion”), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

Every 30 days commencing with the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, 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 (hereinafter referred to as “Narrative Report”). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. Payment of each invoice will be made to the CONSULTANT within 35 days of receipt. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

The CONSULTANT shall accomplish all of the pre-construction activities for the TASK ORDER as part of the WORK. The pre-construction activities shall be accomplished in accordance with the all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials (AASHTO), current edition, the GDOT’s Standard Specifications Construction of Roads and Bridges, current edition, the Manual on Uniform Traffic Control Devices (MUTCD), current edition, TASK ORDER schedules, and applicable guidelines of the Georgia Department of Transportation.

The CONSULTANT agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations, computer diskettes and printouts and any other data prepared under the terms of this TASK ORDER shall become the property of the City. This data shall be organized, indexed, bound and delivered to the City no later than the advertisement of the PROJECT for letting. The City shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER, to the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the WORK is provided. The CONSULTANT 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 CONSULTANT shall also be responsible for

any claim, damage, loss or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.

For each “Phase” enumerated in “Design Specifications and Guidelines,” the fees shall be paid for such phase as provided however, CONSULTANT agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement. Accordingly, invoices shall be submitted pursuant to completion of the Work performed based upon percentage completion of the relevant Phase.

Attachments:

Attachment A – Kimley-Horn Proposal

CONSULTANT:

CITY:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

ATTACHMENT A

TO:

**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #2018-016)
TASK ORDER #41
NORTH-SOUTH CONNECTIVITY STUDY**

Project Understanding

The City of Tucker is seeking to complete a comprehensive study of four north-south corridors in the city: Montreal Road, Cooledge Road, Idlewood Road, and Fellowship Road. The study corridors are primarily collector roadways located in residential areas; however, they provide vital north-south connections through the city and as such, there are growing concerns over speeding and safety. The purpose of this study is to evaluate the performance of these corridors and to identify roadway improvement projects. Outside of a possible roadway widening projects—widening at the railroad grade-separation project on Montreal Road—roadway improvement projects to be identified will be focused primarily on operational and safety improvements as well as bicycle and pedestrian accommodations, where best applicable. The focus will not be on roadway widening projects, with the possible exception of Montreal Road.

Some of the more specific areas of concern include heavy congestion along Cooledge Road; potential roundabouts at the intersections of Idlewood Road at Sarr Parkway and Idlewood Road at Fellowship Road; the narrow cross-section of Elmdale Road near Idlewood Road; the presence of auxiliary lanes along all the study corridors; sight distance issues; Metropolitan Atlanta Rapid Transit Authority (MARTA) bus stop disruptions on two-lane streets; bicycle and pedestrian accommodations; and signing, marking, traffic signal, and Rectangular Rapid Flashing Beacon (RRFB) considerations.

Previously identified projects to be considered in this study include a roundabout at the intersection of Brockett Road at Cooledge Road and the SR 410 (US 78/Stone Mountain Freeway) Westbound ramps as well as realignment of the intersection of SR 8 (US 29/Lawrenceville Highway) at Cooledge Road/Northlake Parkway and lane extension at the southbound approach.

Study Area

The project limits of this study include:

- Montreal Road from US 78 to Lawrenceville Highway
- Montreal Road from Lawrenceville Highway to SR 236 (Lavista Road)
- Cooledge Road from Brockett Road to Lawrenceville Highway
- Idlewood Road from East Ponce de Leon Avenue to Lawrenceville Highway
- Fellowship Road from Elmdale Drive to Chamblee Tucker Road

The study area includes a total of 13 signalized intersections.

Scope of Services

Kimley-Horn will perform the following scope of services:

Task 1 – Project Management and Meetings

Up to three Kimley-Horn staff will attend a kickoff meeting with the Client. Up to three Kimley-Horn staff will attend up to five additional meetings with the Client during the study. Kimley-Horn will prepare an agenda and meeting minutes for each of these meetings, which will be distributed to meeting attendees.

Kimley-Horn will prepare City Council presentation materials for up to three City Council meetings. The Client will present the materials at City Council meetings. Kimley-Horn attendance at the City Council meetings is not anticipated.

Task 1 also includes general project management and tasks such as monthly invoicing, internal coordination meetings, and project administrative activities.

Task 2 – Data Collection

Kimley-Horn will collect traffic count data for relevant count stations from the Georgia Department of Transportation (GDOT) Traffic Analysis and Data Application (TADA!) website. Kimley-Horn will collect travel data from the GDOT Regional Integrated Transportation Information System (RITIS) website that is available for each of the four study corridors. Kimley-Horn will extra maps of bicycle and pedestrian data from Strava's Heatmap tool.

Kimley-Horn will coordinate the collection of four-hour turning movement counts (TMCs) for the 13 signalized intersections in the study area as well as for up to 10 additional intersections, to be selected in coordination with the Client as part of the Existing Conditions analysis in Task 4. Kimley-Horn will coordinate the collection of 24-hour bidirectional counts with vehicle classification at up to 15 locations in the study area. Traffic count data will be collected by Marr Traffic on a typical weekday (Tuesday, Wednesday, or Thursday) during the DeKalb County school year. Kimley-Horn has bidirectional counts with vehicle classification for the study section of Brockett Road that was collected as part of the Brockett Road Traffic Calming project.

Kimley-Horn will collect the five most recent, full years of crash data available from the GDOT GEARS and Numetric crash databases for the study corridors. Kimley-Horn will complete a high-level cleaning of the crash data, including a review of location, manner of collision, and directions of travel; individual crash records will not be reviewed.

Kimley-Horn will complete an inventory of MARTA bus routes and stops along each of the study corridors. Kimley-Horn will coordinate the collection of available bus ridership data for routes that travel through the study area, including boarding and alighting data at bus stops through the study area.

Kimley-Horn will review up to five previously completed plans and/or traffic studies, as identified by the Client who will provide documentation of the previously completed plans and/or traffic studies.

The City of Tucker will provide speed data along the study corridors.

Task 3 – Site Visit

Up to three Kimley-Horn staff will complete one site visit per study corridor to gather existing roadway data and to observe existing conditions and travel behaviors along each of the study corridors. Kimley-Horn will take existing conditions photos and note general site observations including information about roadway characteristics, geometric conditions, driveway conditions, travel behaviors and operational observations, and multimodal characteristics. Observations will occur during either the AM or PM peak period for traffic demand.

Task 4 – Existing Conditions Analysis

Kimley-Horn will analyze the RITIS data collected as part of Task 2 as well as speed data provided by the Client to identify peak hour and daily travel conditions along each of the study corridors and to identify operational hot spots along the corridor. Kimley-Horn also will collect traffic signal timings for each of the 13 signalized intersections and complete a review of current yellow and all-red clearance intervals.

Using the crash data collected as part of Task 2, Kimley-Horn will complete a crash analysis of each of the study corridors. Kimley-Horn will complete a review of the crash data and identify crash patterns and trends related to frequency, crash severity, location, manner of collision, time of day, lighting, surface conditions, and other surrounding circumstances for each corridor. Segment crash rates will be calculated for the study corridors and will be compared to statewide averages by facility type. GDOT's Numetric tool will be leveraged understand the emphasis areas and contributing factors.

Kimley-Horn will complete an inventory of the 13 signalized intersections in the study area to understand what intersection features and equipment are present at each and to understand how each signalized intersection is operated. This inventory will be used to identify intersection improvements in Task 5. Kimley-Horn also will complete an inventory of auxiliary turn lanes along each of the study corridors to identify potential locations of turn-lane improvements. Kimley-Horn will complete an inventory of sidewalks and pedestrian crossings for each of the study corridors.

Kimley-Horn will develop AM and PM peak hour Synchro models of the 13 signalized intersections to analyze intersection capacity using collected traffic count data as well as data collected from the site visit and signalized intersection inventory. The results of the models will be used to help identify improvements as part of Task 5.

Task 5 – Recommendations Development

Based on the review of previously completed plans/studies, site observations, RITIS/speed data trends, crash analysis, intersection capacity analyses, and overall existing conditions, Kimley-Horn will develop a draft list of potential roadway improvement recommendations. Potential recommendation projects will range across varying sizes in both scope and implementation timeline.

Kimley-Horn will complete GDOT Intersection Control Evaluation (ICE) analyses at the intersection of Idlewood Road at Sarr Parkway and Idlewood Road at Fellowship Road. Kimley-Horn will evaluate widening and/or one-way operations along Elmdale Road near Idlewood Road.

Kimley-Horn will complete an inventory of roadway widths, daily traffic volumes, vehicular travel speeds, bicycle/pedestrian connections, right-of-way impacts, and cost thresholds to develop bicycle/pedestrian recommendations for each of the study corridors. The recommendations may include bike lanes, side paths, sidewalks, shared roadways and will incorporate recommendations from the Tucker Transportation Master Plan and the Tucker Trails Master Plan.

Kimley-Horn will host a work session with the Client to review and refine the draft list of potential roadway improvement projects. Kimley-Horn will complete an additional round of list refinement after neighborhood outreach included as part of Task 6.

Task 6 – Neighborhood Outreach

Kimley-Horn will host up to three meetings with neighborhoods adjacent to study corridors. Meetings will have a focus on gathering feedback on existing conditions and recommended improvements from those in attendance. Meeting dates, times, and locations will be determined in coordination with the Client. The Client will have primary responsibility for meeting invitations and advertising. Kimley-Horn will support the development of invitation and advertising materials.

Up to four Kimley-Horn staff will attend each of the neighborhood meetings, and Kimley-Horn will keep notes at each meeting and summarize the results of the meetings for documentation purposes. Kimley-Horn will develop meeting agendas, maps, activity materials, and feedback cards.

Task 7 – Concept Development

Using observations from the site visits, available aerial photography, and available GIS data, Kimley-Horn will develop up to ten planning-level concept layouts for larger-scale recommendation projects and up to ten planning-level concepts layouts for smaller-scale recommendation projects. Concepts will be schematic in nature and developed on existing aerial photography and GIS data. Kimley-Horn will select in coordination with the Client which project recommendations will be included in concept development. Planning-level Opinion of Probable Construction Cost (OPCC) will be developed for

each of the concept layouts (up to 20 total) and will include an estimate of right-of-way impacts.

Task 7 includes one round of comments from the Client.

Task 8 – Project Prioritization

Kimley-Horn will prepare a list of federal, state, and regional funding and financing sources that could be considered for the recommendations developed as part of Task 5. Each source will be summarized, including eligibility, matching requirements, competitiveness, existing legal authority in Georgia, and other key factors.

Based on feedback from the client, Kimley-Horn will develop evaluation criteria to assess the list of recommended improvement projects based on cost, available funding sources, potential impacts to existing challenges, City and neighborhood feedback, right-of-way impacts, and overall ease of implementation (constructability, feasibility, and complexity). The project evaluation may be conducted at a high-level and will serve as a tool for developing a tiered list of prioritized projects.

Task 8 includes up to two rounds of comments from the Client.

Task 9 – Documentation

The efforts and findings of Tasks 2-8 will be documented in a formal report. As part of Task 9, Kimley-Horn will address up to one round of comments from the Client.

Task 10 – Miscellaneous (as Authorized)

Task 10 is a miscellaneous services task to cover any additional services or data collection efforts that the Client and Kimley-Horn may identify throughout the life of the project. Effort will not be expended on Task 10 without prior authorization from the City of Tucker.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional traffic count data
- Additional GDOT Intersection Control Evaluations
- Microsimulation traffic modeling
- Additional concepts or cost estimates
- Additional outreach meetings
- Public involvement/stakeholder engagement
- Graphic renderings
- Preliminary, Right-of-Way, and/or Final Design services
- Meetings beyond those described in the scope of services

Schedule

We will provide our services as expeditiously as practicable on a mutually agreed to schedule.

Information Provided by the Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Travel speed data
- Previous plans/studies
- GIS data

Terms of Compensation

Kimley-Horn will perform the above scope of services on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management and Meetings	\$14,365
Task 2	Data Collection	\$27,210
Task 3	Site Visit	\$12,120
Task 4	Existing Conditions Analysis	\$28,775
Task 5	Recommendations Development	\$43,805
Task 6	Neighborhood Outreach	\$16,450
Task 7	Concept Development	\$34,835
Task 8	Project Prioritization	\$14,720
Task 9	Documentation	\$11,825
Task 10	Miscellaneous	\$5,000
Maximum Labor Fee		\$209,105

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Contract for Acquisition of Right of Way

Description for on Agenda:

Approval of a contract with GDOT for Acquisition of Right of Way

Issue:

Approval of a contract with the Georgia Department of Transportation for the acquisition of right-of-way – Mountain Industrial Boulevard @ Hugh Howell Road.

Recommendation:

Staff recommends approval of this contract.

Background:

This intersection improvement consists of adding dual left turn lanes from Mountain Industrial Boulevard onto Hugh Howell Road as well as an eastbound right turn lane. GDOT has committed approximately \$750,000 toward the construction, but the remaining construction costs, as well as engineering and right-of-way acquisition, is the responsibility of the local government. The Tucker Summit Community Improvement District has paid \$50,000 toward the engineering and has dedicated another \$100,000 toward construction. The project is scheduled to be bid late next year.

Summary:

The project has been proceeding through the GDOT design process for a couple of years. As plans are being finalized, this contract is required for the City to begin right-of-way negotiations.

Financial Impact:

There is no financial impact at this time. Right-of-way acquisitions, using the GDOT formula, is estimated at \$290,000, however actual acquisitions costs should be lower.

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
FEDERAL OR STATE-AID PROJECT
Non-Reimbursable**

PROJECT:
LOCAL GOVERNMENT: Tucker
STATE ROUTE: 236
LOCAL GOVERNMENT ROAD: NA
P. I. NO.: 0015216

STATE OF GEORGIA

CITY OF Tucker

This Agreement made and entered into this ____ day of _____, _____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **LOCAL GOVERNMENT OF Tucker** (hereinafter called the **LOCAL GOVERNMENT**).

- ☐ **CFDA # 20.205 Highway Plan and Construction Cluster**
- ☐ **CFDA # 20.219 Recreation Trails Program**

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located on **SR 236@CR 5164/CR 9476/Mountain Industrial Blvd**, without cost to the **DEPARTMENT** except as hereinafter specified; and

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and

WHEREAS, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3 (e), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that certain resolution of the City Council adopted the ____ day of _____, _____ ; and

WHEREAS, said rights of way are to be acquired by the **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

ITEM I

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements.

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right of way and all required easement (temporary or permanent) surveyed boundary lines **PRIOR** to the appraiser inspecting and appraising the property and **PRIOR** to the on-site Negotiation Agent meeting with the property owner to review the required right of way and/or required easement(s).

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT'S** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

ITEM II

The **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **LOCAL GOVERNMENT**.

ITEM III

The **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **LOCAL GOVERNMENT**.

The **LOCAL GOVERNMENT** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT**.

ITEM IV

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on or in connection with this project.

ITEM V

To the extent allowed by law, the **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, including any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation related thereto, except that which is the result of the sole negligence of the **DEPARTMENT**.

ITEM VI

Once the environmental clearance is obtained and the right of way plans are approved, the **LOCAL GOVERNMENT** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

ITEM VII

The **LOCAL GOVERNMENT** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under APPENDIX A and APPENDIX E of Attachment No. 2, attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in Attachment No. 2 - The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto, inclusive of APPENDIX A, APPENDIX B, APPENDIX C, APPENDIX D, and APPENDIX E of Attachment No. 2.

ITEM VIII

Where determined to be desirable by Department Inspectors, the **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM IX

The **LOCAL GOVERNMENT** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements for off-system projects.

ITEM X

This contract is the total agreement between the **DEPARTMENT** and the **LOCAL GOVERNMENT** and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **LOCAL GOVERNMENT**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ITEM XI

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 20____.**
3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the **LOCAL GOVERNMENT City Council**.

Executed on Behalf of the
**GEORGIA DEPARTMENT OF
TRANSPORTATION**

this _____ day of
_____, 20 _____.

COMMISSIONER

ATTEST:

TREASURER

Executed on Behalf of the City of

this _____ day of
_____, 20 _____.

MAYOR

This Contract was approved by the
_____ City Council at
a meeting held this the

_____ day of _____, 20 _____.

CLERK OF THE CITY

NOTARY PUBLIC

Sworn to and subscribed before me

this _____ day of _____, 20__.

My Commission Expires: _____

(Notary Seal)

RESOLUTION OF THE LOCAL GOVERNMENT

STATE OF GEORGIA

LOCAL GOVERNMENT

BE IT RESOLVED by the **LOCAL GOVERNMENT** City Council and it is hereby resolved, that the foregoing attached Agreement, relative to **P.I.** _____, located in _____ be entered into by the **LOCAL GOVERNMENT** City Council, and that _____ as Mayor, and _____ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Council.

PASSED AND ADOPTED, this _____ day of _____, 20 _____.

ATTEST:

CLERK

BY: _____
WITNESS

STATE OF GEORGIA

COUNTY

I, _____ as Clerk of the City Council do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the _____ day of _____, 20 _____.

BY: _____
CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to receive just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
 - A) A General Certified Appraiser and other valuation damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
 - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
 - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
 - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
 - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursement statements and such other forms as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.
6. Any consultant contracted for negotiation services for the acquisition of right of way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX "A"

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulation or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such

action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances
DOT Order No. 1050.2A

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvement thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation
(Name of Recipient)

by 
(Signature of Authorized Official)

DATED 07/15/20

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto GDOT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the GDOT, its successors and assigns.

The GDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that GDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non- discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION OF THE LOCAL GOVERNMENT

STATE OF GEORGIA

RESOLUTION R2022-09-31

TUCKER LOCAL GOVERNMENT

BE IT RESOLVED by the **LOCAL GOVERNMENT** City Council and it is hereby resolved, that the foregoing attached Agreement, relative to **P.I. 0015216**, located in **SR 236@CR 5164/CR 9476/Mountain Industrial Blvd Tucker, GA** be entered into by the **LOCAL GOVERNMENT** City Council, and that FRANK AUMAN as Mayor, and BONNIE WARNE as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Council.

PASSED AND ADOPTED, this 12th **day of** SEPTEMBER, 20 22.

APPROVED: _____ **BY: MAYOR**

ATTEST:

CLERK, BONNIE WARNE

BY: _____
WITNESS

STATE OF GEORGIA

DEKALB COUNTY

I, Bonnie Warne as Clerk of the City Council do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the 12th day of September, 20 22.

BY: _____
CLERK



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks & Recreation
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Memo for Fitzgerald Park Change Order 1 – Material Charge

Description for on Agenda:

Fitzgerald Park Change Order 1 – Material Charge

Issue:

The City of Tucker Parks and Recreation Department has contracted with Helix Group to upgrade the water/sewer system at Fitzgerald Park. Due to supply chain issues and shortages, the work has been delayed until late-October to mid-November. With these shortages and rise in costs of production, there has been a nation-wide price increase for the piping to be utilized by Helix Group.

Recommendation:

Staff recommends approving Change Order #1 for \$32,045.60 for the increase in material costs. With this increase Helix Group would remain the low bidder for this project.

Background:

In the past 2 years we have seen increases across many sources. This is unfortunate but we continue to work with contractors to attempt to limit any change orders. Due to the extended period of time, shortages of material and cost increases, sometimes a change order is unavoidable.

Summary:

This is a vital project and needs to be completed to enable the city to make the additional renovations and upgrades at our sports complex.

Financial Impact:

This item will be included in Parks and Recreation FY2023 budget as part of the Parks and Recreation Department's CIP for Fitzgerald Park improvements.



March 21, 2022

To: Customers, Distributors and Stakeholders OF
AMERICAN Ductile Iron Pipe, American SpiralWeld Pipe & American Flow Control

Subject: **Impacts of Global Supply Constrictions on Product Availability and Cost**

For several weeks now, the world has both observed and been affected by the conflict between Russia and Ukraine. The global economy has struggled to adjust to the impacts of the conflict, and the already stretched global supply chain has now been further limited due to constrictions on supply from those countries. As a result of this supply shortage, many of the raw materials necessary for the production of our products have already experienced critically lengthened lead times and extreme cost volatility. Additionally, costs to transport our products to market have been impacted by rising fuel prices, equipment shortages, and limited workforce. The unusual nature of this current economy has made it very difficult to predict how the flow of products to market and production costs will fluctuate.

Like many manufacturers who rely on raw materials which have been impacted by global shortages, AMERICAN has been forced to update our supply structure. Customers can expect further lengthening lead times and price volatility. For our ADIP/ASWP products, base pricing can be provided at bid time, and we will provide a bid-time volatility adder or escalator (as listed by various market indexes). Final, confirmed pricing will be provided at time of shipment. As for our AFC products, we have recently updated our pricing, but further pricing updates may be necessary as supply volatility continues to impact our ability to manufacture our products and get them to market. We will work to minimize the impacts of this market unpredictability, but we have no choice other than to adapt to these historic market circumstances. No longer can there be any long-term guarantees of price or availability.

As AMERICAN (and many other companies) adjusts to these new market realities, we recommend that you consider including provisions within your bid and contract process to allow for supply and cost volatility. This will reduce the unexpected impacts of supply extensions and cost increases. Our personnel are available to discuss strategies to minimize the impacts of this volatility.

While there is no perfect solution for these volatile market conditions, our new supply structure is intended to help our customers and partners to plan for and adapt to current and future market impacts. As always, we at AMERICAN appreciate your support, and we thank you for your business.

Sincerely,

W.D. "Skip" Benton
VP, Sales – ADIP & ASWP

John E. Hagelskamp
VP, Sales – AFC



2266 South 6th Street
Coshocton, OH 43812
o 800-800-6013
mcwaneductile.com

March 11th, 2022

To: McWane Ductile Customers

Re: Scrap Surcharge

The Russian-Ukraine conflict has caused a severe shortage of pig iron in the international market (as both countries are two of the world's top producers). While McWane Ductile does not use pig iron, consumers of pig iron have downcycled to raw materials such as busheling and auto shred, resulting in an immediate and intense demand for all grades of US scrap, which in turn has driven up scrap prices by \$150/ton and more this month alone. We expect this cost escalation to continue until the conflict resolves. In light of the detrimental impacts from these unexpected events, it is necessary to implement a \$150/ton scrap surcharge to all shipments effective 03/14/2022, which will be added as a separate line item on your invoice. Additional points:

- This surcharge is temporary, and we will rescind it when scrap prices return to February 2022 levels.
- We will adjust the surcharge monthly, based on changes in the Busheling Index published monthly in Fastmarkets.com.
- The surcharge we're announcing today will apply to all shipments from 3/14/2022 until 4/10/2022. Fastmarkets publishes the settled scrap price on the 10th of each month, therefore any April surcharge will apply to all shipments from 4/11/2022 to 5/10/2022.
- Because of unprecedented demand for our products along with supply chain constraints, we cannot guarantee lead times, delivery schedules, or availability.
- You may choose to not pay the surcharge and delay your scheduled shipments until such time as scrap prices have returned to lower levels. Once again, however, lead times, delivery schedule and availability are not guaranteed.

Thank you in advance for your support. Please contact your McWane Ductile Sales Representative with any questions.

Best regards,

A handwritten signature in blue ink, appearing to read 'Mike Dodge', is positioned above the printed name and title.

Mike Dodge
Vice President of Sales & Marketing



Project Name and Location: Fitzgerald Park Infrastructure

Ferguson Customer: City of Tucker/Tami Hanlin, City Manager

Project Owner: City of Tucker

Project General Contractor: Helix Group

DATE: 13 September 2022

It is understood and agreed by the undersigned that pricing and delivery schedules of materials related to the referenced Project are being significantly impacted by worldwide events, including but not limited to the conflict between Russia and Ukraine. These events are creating shortages in pig iron, scrap iron and other raw materials which are materially affecting manufacturing costs as well as production schedules. These conditions make it difficult, if not impossible, to obtain firm pricing and delivery commitments from manufacturers of certain products more than 30 days out. Due to current market conditions, manufacturers are imposing surcharges on shipments and imposing price increases which will in many cases apply retroactively to orders which have not yet shipped. Ferguson appreciates the difficulty this places on our customers, but given our inability to manage price increases through normal practices, we have no choice but to pass these surcharges and price increases on to our customers and recommend that you make every effort to protect yourself by implementing appropriate price escalation clauses in agreements with your customers.

We request that you sign below to acknowledge that quoted prices on materials for this Project are based on manufacturer pricing in effect at the time of the quotation, that prices will be adjusted from the applicable quotation to reflect final pricing based upon manufacturer pricing in effect on the date of shipment, and that all manufacturer surcharges will be passed through on all orders. Price adjustment will apply to all materials which are not shipped within thirty (30) days of issuance of the applicable quotation.

_____	_____	_____
(Project Contractor signature)	Print	Title

_____	_____	_____
-------	-------	-------



(Project Owner Signature)	Print	Title
---------------------------	-------	-------

_____	_____	_____
(Project General Contractor Signature)	Print	Title

_____	_____	_____
(Ferguson Representative Signature)	Print	Title



June 16, 2022

Customer/Engineer Info: City of Tucker

Project Name: Fitzgerald Park Infrastructure

Scope:

Per our conversation during the pre-construction meeting the scrap surcharge price will be \$32,045.60 added to material price for DIP pipe and fittings.

Only work listed in scope or clarifications are included in price.

Pay Terms:

Monthly progress billings and/or as work is completed

**** All Billings are Net 30 Terms ****

Chad Evans

Project Manager



GRADING | UTILITY | CONCRETE | SITE | DEMOLITION

1375 Oakley Industrial Blvd | Fairburn GA 30213

chad@helixgroupinc.com / www.helixgroupinc.com

T: 470.491.4505 / F: 470.491.4514 / C: 706-975-1165

We're SLBE/MWBE certified by Clayton County and DBE certified by MARTA/GDOT.

Confidentiality Notice:

This transmission (including any attachments) may contain confidential information belonging to the sender and is intended -only for the use of the party or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, retention or the taking of action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and erase all information and attachments.



CONTRACT AMENDMENT AGREEMENT

C2022-001-AMD-001

This CONTRACT AMENDMENT AGREEMENT ("Renewal") is dated as of _____, 202_ (the "effective Date"), by and between the City of Tucker, GA located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084, and Helix Group located at 1375 Oakley Industrial Blvd, Fairburn, GA 30213

WHEREAS the Parties entered into ITB 2022-001 agreement on March 28, 2022.

WHEREAS the Parties hereby agree to amend the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- * The Original Contract, which is attached hereto, contained a limited scope (EXHIBIT A). Due to supply chain issues and shortages, the work has been delayed until late-October to mid-November. With these shortages and rise in costs of production, there has been a nation-wide price increase for the piping to be utilized by Helix Group.
- * The Parties agree to amend the Original Contract in the amounts noted in the attached documentation (EXHIBIT B).
- * The amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

This agreement shall be signed by:

City of Tucker

HELIX GROUP

Name

Name

Title

Title

Date

Date



CONTRACT AGREEMENT ITB# 2022-001

Fitzgerald Park Infrastructure Project

This Agreement made and entered into this 20th day of March in the year 2022; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and Helix Group Inc. ("Contractor"), located at 1375 Oakley Industrial Blvd, Fairburn, GA 30213.

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 #2022-001** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **ITB #2022-001**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the most qualified submittal to the City per the scope of services.

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 – IMMIGRATION & SECURITY FORM

EXHIBIT F – CONTACT INFORMATION

EXHIBIT G – ADDENDUMS

EXHIBIT H – PERFORMANCE AND PAYMENT BOND (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 RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. 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.

3.2. Billings. If applicable, and unless the RFP provides otherwise, 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. Standard payment terms: Net-30.

Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted: "Exhibit C".

3.3. 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.

3.4. 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 50-5-64, 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 or, in the event of a renewal, beyond the fiscal year of such renewal. 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 RFP and/or 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 time 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 To the extent allowed by law, 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

- A. 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.
- B. 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, 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.
- C. 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 \$2,000,000 per person and \$2,000,000 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 50-5-64 and 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 in connection with the Contract or the bidding process 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 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

A. 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.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. 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.

D. 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.

E. 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.

F. After Contractor has submitted a fully documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 Subcontractors 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 response submitted in response thereto, 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, 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**" (**Immigration and Security 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 Work Place

18.1 A drug-free and smoke-free work place 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:

By: Tami Hanlin
Title: City Manager
Name: Tami Hanlin
Date: 3/28/2022

Attest: Bonnie Warne
Bonnie Warne, City Clerk

(seal)



CONTRACTOR:

By: Coleen Phillips
Title: CEO
Name: Coleen Phillips
Date: 3/16/22
Company Name: Helix Group

EXHIBIT B

ITB# 2022-001

UNIT PRICE BID PROPOSAL FORM

This Bid Proposal is respectfully submitted by:

Helix Group Inc
 BIDDER (Company Name)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	GRADING COMPLETE	LS	1	22369.43	22369.43
2	TRAFFIC CONTROL	LS	1	35362.31	35362.31
3	EROSION CONTROL	LS	1	37643.57	37643.53
4	8 IN DIP WATER MAIN	LF	2400	68.49	164,376.00
5	4 IN DIP WATER MAIN	LF	20	55.89	1,117.80
6	6 IN WATER METER AND TRAFFIC RATED VAULT	EA	1	15,114.47	15,114.47
7	8 IN TAPPING SLEEVE AND VALVE	EA	1	18,189.91	18,189.91
8	SERVICE SADDLE WITH DUAL STAINLESS STEEL STRAPS	EA	6	1654.94	9929.64
9	8 IN MJ GATE VALVE AND BOX	EA	3	4313.74	12,941.22
10	4 IN MJ GATE VALVE AND BOX	EA	1	2,137.95	2,137.95
11	2 IN MJ GATE VALVE AND BOX	EA	1	1,542.75	1,542.75
12	2 IN TYPE K COPPER WATER SERVICE LINE	EA	450	49.18	22,131.00
13	1 IN TYPE K COPPER WATER SERVICE LINE	LF	430	30.64	13,271.20
14	8 IN WATER SERVICE STUB OUT	EA	1	4372.58	4,372.58
15	4 IN WATER SERVICE STUB OUT	EA	1	3041.57	3,041.57
16	2 IN WATER SERVICE STUB OUT	EA	1	1841.92	1,841.92
17	CHLORINATION TAP	EA	1	4,114.57	4,114.57
18	FIRE HYDRANT ASSEMBLY	EA	2	6,229.45	12,458.90
19	6 IN DIPS SEWER	LF	1400	61.89	86,646.00
20	4 FT DIAMETER PRECAST MANHOLE	EA	3	4,774.48	14,323.44
21	MANHOLD FRAME & COVER	EA	3	1,152.21	3,456.63
22	OUTSIDE DROP CONNECTION TO EXISTING MANHOLE	EA	1	1,856.44	1,856.44
23	6 IN SANITARY SEWER CLEANOUT	EA	2	2,455.54	4,911.08
24	8 IN GAB TRENCH BACKFILL	SY	1800	45.66	82,188.00
25	SEWAGE BYPASS PUMPING - MOBILIZATION	LS	1	2,773.57	2,773.57
26	SEWAGE BYPASS PUMPING - OPERATION	DAY	3	339.50	1,018.50
27	GDOT STD. 1401 PVMPT PATCH	LF	65	62.40	4,056.00
TOTAL BID AMOUNT:					583,355.61

Company Physical Address:

1375 OAKLEY INDUSTRIAL BLVD
Fairburn GA 30213

Company Mailing Address:

1375 OAKLEY INDUSTRIAL BLVD
Fairburn GA 30213

** 583,355.61
 (see attached)*

ACKNOWLEDGEMENT OF ADDENDA:

(The Bidder hereby acknowledges receipt of addenda to this solicitation)

Addendum No: 1 Date: 1/19/2022 Addendum No: Date:

Addendum No: 2 Date: 1/19/2022 Addendum No: Date:

Addendum No: 3 Date: 1/19/2022 Addendum No: Date:

Point(s) of Contact:

BROOK MUIZIK

Point of Contact's Phone Number:

470-491-4500

Point of Contact's E-Mail Address:

admin@hclixgroupinc.com

Signed and sealed this 1 day of FEBRUARY, 2022

By:

Coleen Phillips
Signature

Coleen Phillips
Printed Name

CEO
Title

(Seal)

2022-001 Helix Group total calculation

ITEM #	BID PRICE
1	\$ 22,369.43
2	\$ 35,362.31
3	\$ 37,643.53
4	\$ 164,376.00
5	\$ 1,117.80
6	\$ 15,114.47
7	\$ 18,189.91
8	\$ 9,929.64
9	\$ 13,121.22
10	\$ 2,137.95
11	\$ 1,542.75
12	\$ 22,131.00
13	\$ 13,261.20
14	\$ 4,371.58
15	\$ 3,041.57
16	\$ 1,841.92
17	\$ 4,114.57
18	\$ 12,458.90
19	\$ 86,646.00
20	\$ 14,323.44
21	\$ 3,456.63
22	\$ 1,856.64
23	\$ 4,911.08
24	\$ 82,188.00
25	\$ 2,773.57
26	\$ 1,018.50
27	\$ 4,056.00

CALCULATED TOTAL \$ 583,355.61

PROPOSAL TOTAL \$ 583,279.55

EXHIBIT C

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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. Helix Group 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"/> 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) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1375 Oakley Ind Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Fairburn GA 30213	
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	
83	-0805119

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 ► Coleman Williams	Date ► 02/01/2022
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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.



EXHIBIT # D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2022

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 The Harbin Agency, Inc. PO Box 1130 215 Greencastle Road Tyrone GA 30290	CONTACT NAME: Stacey W. Skeen PHONE (A/C, No, Ext): 770-461-4315 FAX (A/C, No): 770-461-3359 E-MAIL ADDRESS: staceys@harbinagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Frankenmuth Mutual Insurance Company	
INSURER B : American Interstate Insurance	
INSURER C : Cincinnati Casualty Co	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1995843462	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 CERTIFICATION 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			6651525	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6651524	11/1/2021	11/1/2022	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 \$ 10,000			6651525	11/1/2021	11/1/2022	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	AVWCGA3031932021	11/1/2021	11/1/2022	<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
A C	Leased/Rented Equipment Excess Liability			6651525 EXS0620478	11/1/2021 11/1/2022	11/1/2022 11/1/2022	\$1,750,000 Limit \$4,000,000 Limit \$1,000 Deductible Occur/Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Grading, Site Utilities and Civil Construction Company

Contractor's Pollution Liability
 #CEO7015575554
 Columbia Casualty Company
 11/1/2021 - 11/1/2022
 \$2,000,000 Per Loss/Occurrence
 \$2,000,000 Aggregate
 See Attached...

CERTIFICATE HOLDER City of Tucker 1975 Lakeside Parkway, Suite 350 Tucker GA 30084	CANCELLATION 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-1

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Helix Group Inc.
Solicitation/Contract No./ Call No. or Project Description:	2022-001 Fitzgerald Park Infrastructure

CONTRACTOR AFFIDAVIT

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 on behalf of the Georgia Department of Transportation 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 and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an 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:

1474483
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

12/3/2019

Date of Authorization

Helix Group Inc.
Name of Contractor

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

Colleen Phillips
Printed Name (of Authorized Officer or Agent of Contractor)

CEO

Title (of Authorized Officer or Agent of Contractor)

Colleen Phillips
Signature (of Authorized Officer or Agent)

2/1/2022
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1 DAY OF February, 2022

A. Brooke Muzik
Notary Public

My Commission Expires: 08/20/2024

A. Brooke Muzik
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires 08/20/2024

EXHIBIT E-2

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Subcontractor's (Your) Name:	
Solicitation/Contract No./ Call No. or Project Description:	

SUBCONTRACTOR AFFIDAVIT

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 with _____ (name of contractor) on behalf of the Georgia Department of Transportation 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 and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. 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: _____

EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: HELIX GROUP INC.

Contractor Information:

Primary Contact Person: BROOKE MUZIK

Title: Project Administrator Telephone Number: 470 · 491 · 4500

Secondary Contact Person: COLEEN PHILLIPS

Title: CEO Telephone Number: 470 · 491 · 4500

Address: 1375 DAWLEY IND BLVD

City / State / Zip: FAIRBURN GA 30213

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: admin@helixgroupinc.com

Federal Employee ID Number (FEIN): 83-0805119

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix GROUP INC.

CONTACT PERSON: BROOKE MIZIK

ADDRESS: 1375 OAKLEY INDUSTRIAL BLVD

CITY: FAIRBURN STATE: GA ZIP: 30213

PHONE: 470-491-4500 FAX: 470-491-4514

EMAIL ADDRESS: admin@helixgroupinc.com

Colleen Phillips 2/1/2022

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #2 FORM UPDATED BID PROPOSAL FORM – EXHIBIT B

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix Group Inc.
CONTACT PERSON: BROOKE MURKIN
ADDRESS: 1375 Oakley Industrial Blvd
CITY: Fairburn STATE: GA ZIP: 30213
PHONE: 470-491-4500 FAX: 470-491-4514
EMAIL ADDRESS: admin@helixgroupinc.com

Coleman 2/11/2022
SIGNATURE DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #3 FORM UPDATED UTILITY PLANS 1/19/2022

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix Group Inc.

CONTACT PERSON: Brooke Muzik

ADDRESS: 1375 Galloway Industrial Blvd

CITY: Fairburn STATE: GA ZIP: 30213

PHONE: 470-491-4500 FAX: 470-491-4514

EMAIL ADDRESS: admin@helixgroupinc.com

Coleen Williams 2/1/2022

SIGNATURE

DATE



AIA Document A312™ – 2010

Performance Bond

Bond No. BD7901068871

CONTRACTOR:

(Name, legal status and address)

Helix Group, Inc.

1375 Oakley Industrial Blvd

Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des

Moines, IA 50391-2007

OWNER:

(Name, legal status and address)

City of Tucker

1975 Lakeside Parkway Suite 350

Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Description:

(Name and location)

ITB 2022-001 - Fitzgerald Park Utilities

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

Signature:

Name and

Title:

Edward Mooney,

Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

1 Concourse Pkwy NE Ste 700

Atlanta, GA 30328

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(3B9ADA38)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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User Notes:

(3B9ADA38)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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User Notes:

(3B9ADA38)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Init.

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User Notes:

(3B9ADA38)

AIA[®] Document A312™ – 2010

Payment Bond

Bond No. BD7901068871

CONTRACTOR:

(Name, legal status and address)

Helix Group, Inc.

1375 Oakley Industrial Blvd

Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des

Moines, IA 50391-2007

OWNER:

(Name, legal status and address)

City of Tucker

1975 Lakeside Parkway Suite 350

Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Description:

(Name and location)

ITB 2022-001 - Fitzgerald Park Utilities

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

Signature:

Name and

Title:

(Corporate Seal)

Edward Mooney,

Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

1 Concourse Pkwy NE Ste 700

Atlanta, GA 30328

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

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User Notes:

(3B9ADA40)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes:

(3B9ADA40)

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Init.

/

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD P MOONEY, ROBERT C WYNNE, JOSEPH R WILLIAMS, ANNETTE WISONG,
KATHRYN KLEINSCHMIDT, SARAH HACOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

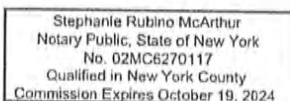


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

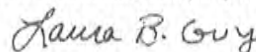


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of _____, _____.



Assistant Secretary



NOTICE TO PROCEED

ITB #2022-001 Fitzgerald Field Infrastructure

You are hereby notified that you are authorized to begin work on the above referenced project beginning May 10, 2022, in accordance with **ITB #2022-001**, the contract requirements and the scope of work, and all federal and state requirements. Work should be completed no later than March 1, 2023.

The total amount is **\$583,355.55** as stated in the contract.

All invoices must be sent to invoice@tuckerga.gov for payment processing. Please reference **Project #ITB 2022-001** on your invoice.

Dated this day Tuesday, May 10, 2022

Owner: City of Tucker

Project Manager: Rip Robertson, Parks and Recreation Director

ACKNOWLEDGEMENT OF NOTICE

Receipt of this Notice to Proceed is hereby acknowledged.

Consultant: Helix Group

By: Valerie M. Helbrook

Title: CFO

Date: 5/10/2022



June 16, 2022

Customer/Engineer Info: City of Tucker

Project Name: Fitzgerald Park Infrastructure

Scope:

Per our conversation during the pre-construction meeting the scrap surcharge price will be \$32,045.60 added to material price for DIP pipe and fittings.

Only work listed in scope or clarifications are included in price.

Pay Terms:

Monthly progress billings and/or as work is completed

** All Billings are Net 30 Terms **

Chad Evans

Project Manager



GRADING | UTILITY | CONCRETE | SITE | DEMOLITION

1375 Oakley Industrial Blvd | Fairburn GA 30213

chad@helixgroupinc.com / www.helixgroupinc.com

T: 470.491.4505 / F: 470.491.4514 / C: 706-975-1165

We're SLBE/MWBE certified by Clayton County and DBE certified by MARTA/GDOT.

Confidentiality Notice:

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MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks & Recreation
CC: Tami Hanlin, City Manager
Date: September 12, 2022
RE: Memo for Fitzgerald Park Change Order 2 – Sewer Connection

Description for on Agenda:

Fitzgerald Park Change Order 2 – Sewer Connection

Issue:

The City of Tucker Parks and Recreation Department has contracted with Helix Group to upgrade the water/sewer system at Fitzgerald Park. The Fitzgerald Park improvements will include improved fields, facilities, ingress/egress, and parking. As part of this effort, we have discussed the possible usage of parking and field space with the adjacent church. As part of the possible lease agreement, the church has requested that part of the payment include the direct connection, through Fitzgerald Park, to the DeKalb sewer system. This would involve new installation of sewer pipe from their existing sewer pump station to the existing manhole in the park. The easiest solution would be to add this to our existing water/sewer project with Helix Group.

Recommendation:

Staff recommends approving tentative Change Order #2 for a not to exceed amount of \$105,000 for the addition of pipe and a new manhole. With this increase, Helix Group would remain the low bidder for this project.

Background:

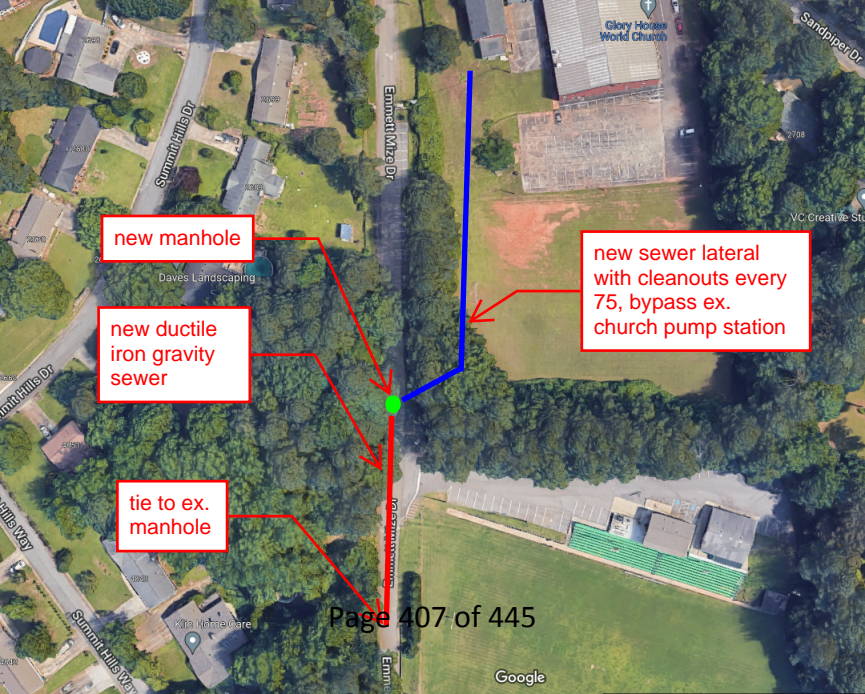
Since acquiring Fitzgerald Park, we have seen increases in programming at the City's sports complex. With the increase, it is vital to provide quality fields, facilities, and parking with easier ingress/egress. As part of this effort, the city has explored several options. Presently, the best solution to this issue is a lease of approximately 2 acres from the adjacent church. This would provide additional practice field space and substantial parking. With the growth of the programs, this will assist the city with use of the park.

Summary:

Completing this addition would be most cost effective as the contracted water/sewer project is progressing. This portion of the project will only be completed if a lease agreement is satisfactorily executed by the City (Mayor and Council and the Church).

Financial Impact:

This item will be included in Parks and Recreation FY23 budget as part of the Parks and Recreation Department's CIP for Fitzgerald Park improvements.



new manhole

new ductile
iron gravity
sewer

tie to ex.
manhole

new sewer lateral
with cleanouts every
75, bypass ex.
church pump station



DESCRIPTION: Church Sewer Connection
PROJECT NO.: 200147
DATE: 8/23/2022
PREPARED BY: CAS

Item No.	Item	Unit	Quantity	Unit Price	Amount
STARTUP AND TEMPORARY COST					
1	MOBILIZATION/GRADING COMPLETE	LS	1	\$7,500.00	\$7,500.00
2	EROSION CONTROL	LS	1	\$500.00	\$500.00
SEWER SYSTEM					
3	6 IN DIPS SEWER	LF	220	\$84.77	\$18,649.40
4	4 FT DIAMETER PRECAST MANHOLE	EA	1	\$4,774.48	\$4,774.48
5	MANHOLE FRAME AND COVER	EA	1	\$1,152.21	\$1,152.21
6	OUTSIDE DROP CONNECTION TO EXISTING MANHOLE	EA	1	\$1,856.44	\$1,856.44
7	8 GAB TRENCH BACKFILL	SY	100	\$45.66	\$4,566.00
8	4 IN SANITARY SEWER LATERAL	LF	440	\$70.00	\$30,800.00
9	4 IN SANITARY SEWER LATERAL CLEANOUT	EA	6	\$2,455.54	\$14,733.24

Total Cost: \$84,531.77

20% Contingency: \$16,906.35

Construction Cost \$101,438.12



City of
Tucker

CONTRACT AMENDMENT AGREEMENT

C2022-001-AMD-002

This CONTRACT AMENDMENT AGREEMENT ("Renewal") is dated as of _____, 202_ (the "effective Date"), by and between the City of Tucker, GA located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084, and Helix Group located at 1375 Oakley Industrial Blvd, Fairburn, GA 30213

WHEREAS the Parties entered into ITB 2022-001 agreement on March 28, 2022.

WHEREAS the Parties hereby agree to amend the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- * The Original Contract, which is attached hereto, contained a limited scope (EXHIBIT A). We have discussed the possible usage of parking and field space with the adjacent church. As part of the possible lease agreement, the church has requested that part of the payment include the direct connection, through Fitzgerald Park, to the DeKalb sewer system. This would involve new installation of sewer pipe from their existing sewer pump station to the existing manhole in the park. The easiest solution would be to add this to our existing water/sewer project with Helix Group.
- * The Parties agree to amend the Original Contract in the amounts noted in the attached documentation (EXHIBIT B).
- * The amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

This agreement shall be signed by:

City of Tucker

HELIX GROUP

Name

Name

Title

Title

Date

Date



CONTRACT AGREEMENT ITB# 2022-001

Fitzgerald Park Infrastructure Project

This Agreement made and entered into this 20th day of March in the year 2022; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and Helix Group Inc. ("Contractor"), located at 1375 Oakley Industrial Blvd, Fairburn, GA 30213.

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 #2022-001** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **ITB #2022-001**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the most qualified submittal to the City per the scope of services.

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 – IMMIGRATION & SECURITY FORM

EXHIBIT F – CONTACT INFORMATION

EXHIBIT G – ADDENDUMS

EXHIBIT H – PERFORMANCE AND PAYMENT BOND (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 RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. 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.

3.2. Billings. If applicable, and unless the RFP provides otherwise, 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. Standard payment terms: Net-30.

Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted: "Exhibit C".

3.3. 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.

3.4. 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 50-5-64, 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 or, in the event of a renewal, beyond the fiscal year of such renewal. 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 RFP and/or 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 time 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 To the extent allowed by law, 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

- A. 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.
- B. 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, 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.
- C. 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 \$2,000,000 per person and \$2,000,000 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 50-5-64 and 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 in connection with the Contract or the bidding process 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 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

A. 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.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. 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.

D. 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.

E. 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.

F. After Contractor has submitted a fully documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 Subcontractors 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 response submitted in response thereto, 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, 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**" (**Immigration and Security 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 Work Place

18.1 A drug-free and smoke-free work place 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:

By: Tami Hanlin
Title: City Manager
Name: Tami Hanlin
Date: 3/28/2022

Attest: Bonnie Warne
Bonnie Warne, City Clerk

(seal)



CONTRACTOR:

By: Coleen Phillips
Title: CEO
Name: Coleen Phillips
Date: 3/16/22
Company Name: Helix Group Inc.

EXHIBIT B

ITB# 2022-001

UNIT PRICE BID PROPOSAL FORM

This Bid Proposal is respectfully submitted by:

Helix Group Inc
 BIDDER (Company Name)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	GRADING COMPLETE	LS	1	22369.43	22369.43
2	TRAFFIC CONTROL	LS	1	35362.31	35362.31
3	EROSION CONTROL	LS	1	37643.57	37643.53
4	8 IN DIP WATER MAIN	LF	2400	68.49	164,376.00
5	4 IN DIP WATER MAIN	LF	20	55.89	1,117.80
6	6 IN WATER METER AND TRAFFIC RATED VAULT	EA	1	15,114.47	15,114.47
7	8 IN TAPPING SLEEVE AND VALVE	EA	1	18,189.91	18,189.91
8	SERVICE SADDLE WITH DUAL STAINLESS STEEL STRAPS	EA	6	1654.94	9929.64
9	8 IN MJ GATE VALVE AND BOX	EA	3	4313.74	12,941.22
10	4 IN MJ GATE VALVE AND BOX	EA	1	2,137.95	2,137.95
11	2 IN MJ GATE VALVE AND BOX	EA	1	1,542.75	1,542.75
12	2 IN TYPE K COPPER WATER SERVICE LINE	EA	450	49.18	22,131.00
13	1 IN TYPE K COPPER WATER SERVICE LINE	LF	430	30.64	13,271.20
14	8 IN WATER SERVICE STUB OUT	EA	1	4372.58	4,372.58
15	4 IN WATER SERVICE STUB OUT	EA	1	3041.57	3,041.57
16	2 IN WATER SERVICE STUB OUT	EA	1	1841.92	1,841.92
17	CHLORINATION TAP	EA	1	4,114.57	4,114.57
18	FIRE HYDRANT ASSEMBLY	EA	2	6,229.45	12,458.90
19	6 IN DIPS SEWER	LF	1400	61.89	86,646.00
20	4 FT DIAMETER PRECAST MANHOLE	EA	3	4,774.48	14,323.44
21	MANHOLD FRAME & COVER	EA	3	1,152.21	3,456.63
22	OUTSIDE DROP CONNECTION TO EXISTING MANHOLE	EA	1	1,856.44	1,856.44
23	6 IN SANITARY SEWER CLEANOUT	EA	2	2,455.54	4,911.08
24	8 IN GAB TRENCH BACKFILL	SY	1800	45.66	82,188.00
25	SEWAGE BYPASS PUMPING - MOBILIZATION	LS	1	2,773.57	2,773.57
26	SEWAGE BYPASS PUMPING - OPERATION	DAY	3	339.50	1,018.50
27	GDOT STD. 1401 PVMT PATCH	LF	65	62.40	4,056.00
TOTAL BID AMOUNT:					583,355.61

Company Physical Address:

1375 OAKLEY INDUSTRIAL BLVD
Fairburn GA 30213

Company Mailing Address:

1375 OAKLEY INDUSTRIAL BLVD
Fairburn GA 30213

**583,355.61
 (see attached)*

ACKNOWLEDGEMENT OF ADDENDA:

(The Bidder hereby acknowledges receipt of addenda to this solicitation)

Addendum No: 1 Date: 1/19/2022 Addendum No: Date:

Addendum No: 2 Date: 1/19/2022 Addendum No: Date:

Addendum No: 3 Date: 1/19/2022 Addendum No: Date:

Point(s) of Contact: BROOKE MUZIK

Point of Contact's Phone Number: 470-491-4500

Point of Contact's E-Mail Address: admin@hclixgroupinc.com

Signed and sealed this 1 day of FEBRUARY, 2022

By: Coleen Phillips
Signature

Coleen Phillips
Printed Name

CEO
Title

(Seal)

2022-001 Helix Group total calculation

ITEM #	BID PRICE
1	\$ 22,369.43
2	\$ 35,362.31
3	\$ 37,643.53
4	\$ 164,376.00
5	\$ 1,117.80
6	\$ 15,114.47
7	\$ 18,189.91
8	\$ 9,929.64
9	\$ 13,121.22
10	\$ 2,137.95
11	\$ 1,542.75
12	\$ 22,131.00
13	\$ 13,261.20
14	\$ 4,371.58
15	\$ 3,041.57
16	\$ 1,841.92
17	\$ 4,114.57
18	\$ 12,458.90
19	\$ 86,646.00
20	\$ 14,323.44
21	\$ 3,456.63
22	\$ 1,856.64
23	\$ 4,911.08
24	\$ 82,188.00
25	\$ 2,773.57
26	\$ 1,018.50
27	\$ 4,056.00

CALCULATED TOTAL \$ 583,355.61

PROPOSAL TOTAL \$ 583,279.55

EXHIBIT C

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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. Helix Group 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"/> 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) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1375 Oakley Ind Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Fairburn GA 30213	
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	
83	-0805119

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 ► Coleman D Williams	Date ► 02/01/2022
-----------	--	--------------------------

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.



EXHIBIT # D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2022

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 The Harbin Agency, Inc. PO Box 1130 215 Greencastle Road Tyrone GA 30290	CONTACT NAME: Stacey W. Skeen PHONE (A/C, No, Ext): 770-461-4315 E-MAIL: staceys@harbinagency.com ADDRESS: staceys@harbinagency.com FAX (A/C, No): 770-461-3359
INSURER(S) AFFORDING COVERAGE	
INSURED Helix Group Inc. 1375 Oakley Industrial Blvd Fairburn GA 30213	HELIGRO-01 INSURER A : Frankenmuth Mutual Insurance Company INSURER B : American Interstate Insurance INSURER C : Cincinnati Casualty Co INSURER D : INSURER E : INSURER F :
	NAIC # 13986 31895 28665

COVERAGES

CERTIFICATE NUMBER: 1995843462

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 CERTIFICATION 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			6651525	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6651524	11/1/2021	11/1/2022	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 \$ 10,000			6651525	11/1/2021	11/1/2022	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	AVWCGA3031932021	11/1/2021	11/1/2022	<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
A C	Leased/Rented Equipment Excess Liability			6651525 EXS0620478	11/1/2021 11/1/2022	11/1/2022 11/1/2022	\$1,750,000 Limit \$4,000,000 Limit \$1,000 Deductible Occur/Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grading, Site Utilities and Civil Construction Company

Contractor's Pollution Liability
 #CEO7015575554
 Columbia Casualty Company
 11/1/2021 - 11/1/2022
 \$2,000,000 Per Loss/Occurrence
 \$2,000,000 Aggregate
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

Mamie H. Hoskins Jr.

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EXHIBIT E-1

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Helix Group Inc.
Solicitation/Contract No./ Call No. or Project Description:	2022-001 Fitzgerald Park Infrastructure

CONTRACTOR AFFIDAVIT

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 on behalf of the Georgia Department of Transportation 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 and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an 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:

1474483
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

12/3/2019

Date of Authorization

Helix Group Inc.
Name of Contractor

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

Colleen Phillips
Printed Name (of Authorized Officer or Agent of Contractor)

CEO

Title (of Authorized Officer or Agent of Contractor)

Colleen Phillips
Signature (of Authorized Officer or Agent)

2/1/2022
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1 DAY OF February, 2022

A. Brooke Muzik
Notary Public

My Commission Expires: 08/20/2024

A. Brooke Muzik
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires 08/20/2024

EXHIBIT E-2

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Subcontractor's (Your) Name:	
Solicitation/Contract No./ Call No. or Project Description:	

SUBCONTRACTOR AFFIDAVIT

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 with _____ (name of contractor) on behalf of the Georgia Department of Transportation 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 and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. 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: _____

EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: Helix Group Inc.

Contractor Information:

Primary Contact Person: BROOKE MUZIK

Title: Project Administrator Telephone Number: 470 · 491 · 4500

Secondary Contact Person: Colleen Phillips

Title: CEO Telephone Number: 470 · 491 · 4500

Address: 1375 Oakley Ind Blvd

City / State / Zip: Fairburn GA 30213

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: admin@helixgroupinc.com

Federal Employee ID Number (FEIN): 83-0805119

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix GROUP INC.

CONTACT PERSON: BROOKE MIZIK

ADDRESS: 1375 OAKLEY INDUSTRIAL BLVD

CITY: FAIRBURN STATE: GA ZIP: 30213

PHONE: 470-491-4500 FAX: 470-491-4514

EMAIL ADDRESS: admin@helixgroupinc.com

Colleen Phillips 2/1/2022

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #2 FORM UPDATED BID PROPOSAL FORM – EXHIBIT B

ITB #2022-001
Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix Group Inc.
CONTACT PERSON: BROOKE MURKIN
ADDRESS: 1375 Oakley Industrial Blvd
CITY: Fairburn STATE: GA ZIP: 30213
PHONE: 470-491-4500 FAX: 470-491-4514
EMAIL ADDRESS: admin@helixgroupinc.com

Coleman 2/11/2022
SIGNATURE DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #3 FORM UPDATED UTILITY PLANS 1/19/2022

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix Group Inc.

CONTACT PERSON: Brooke Muzik

ADDRESS: 1375 Galloway Industrial Blvd

CITY: Fairburn STATE: GA ZIP: 30213

PHONE: 470-491-4500 FAX: 470-491-4514

EMAIL ADDRESS: admin@helixgroupinc.com

Coleen Williams 2/1/2022

SIGNATURE

DATE



AIA Document A312™ – 2010

Performance Bond

Bond No. BD7901068871

CONTRACTOR:

(Name, legal status and address)

Helix Group, Inc.

1375 Oakley Industrial Blvd

Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des

Moines, IA 50391-2007

OWNER:

(Name, legal status and address)

City of Tucker

1975 Lakeside Parkway Suite 350

Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Description:

(Name and location)

ITB 2022-001 - Fitzgerald Park Utilities

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

Signature:

Name and

Title:

Edward Mooney,

Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

1 Concourse Pkwy NE Ste 700

Atlanta, GA 30328

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(3B9ADA38)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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User Notes:

(3B9ADA38)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

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User Notes:

(3B9ADA38)



AIA Document A312™ – 2010

Payment Bond

Bond No. BD7901068871

CONTRACTOR:

(Name, legal status and address)

Helix Group, Inc.

1375 Oakley Industrial Blvd

Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des

Moines, IA 50391-2007

OWNER:

(Name, legal status and address)

City of Tucker

1975 Lakeside Parkway Suite 350

Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Description:

(Name and location)

ITB 2022-001 - Fitzgerald Park Utilities

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

Signature:

Name and

Title:

Edward Mooney,

Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

1 Concourse Pkwy NE Ste 700

Atlanta, GA 30328

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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User Notes:

(3B9ADA40)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes:

(3B9ADA40)

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD P MOONEY, ROBERT C WYNNE, JOSEPH R WILLIAMS, ANNETTE WISONG,
KATHRYN KLEINSCHMIDT, SARAH HACOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

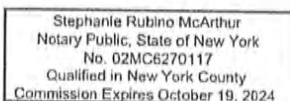


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

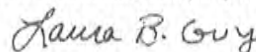


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of _____, _____.



Assistant Secretary



NOTICE TO PROCEED

ITB #2022-001 Fitzgerald Field Infrastructure

You are hereby notified that you are authorized to begin work on the above referenced project beginning May 10, 2022, in accordance with **ITB #2022-001**, the contract requirements and the scope of work, and all federal and state requirements. Work should be completed no later than March 1, 2023.

The total amount is **\$583,355.55** as stated in the contract.

All invoices must be sent to invoice@tuckerga.gov for payment processing. Please reference **Project #ITB 2022-001** on your invoice.

Dated this day Tuesday, May 10, 2022

Owner: City of Tucker

Project Manager: Rip Robertson, Parks and Recreation Director

ACKNOWLEDGEMENT OF NOTICE

Receipt of this Notice to Proceed is hereby acknowledged.

Consultant: Helix Group

By: Valerie M. Helbrook

Title: CFO

Date: 5/10/2022

EXHIBIT B**DESCRIPTION:**

Church Sewer Connection

PROJECT NO.:

200147

DATE:

8/23/2022

PREPARED BY:

CAS

Item No.	Item	Unit	Quantity	Unit Price	Amount
STARTUP AND TEMPORARY COST					
1	MOBILIZATION/GRADING COMPLETE	LS	1	\$7,500.00	\$7,500.00
2	EROSION CONTROL	LS	1	\$500.00	\$500.00
SEWER SYSTEM					
3	6 IN DIPS SEWER	LF	220	\$84.77	\$18,649.40
4	4 FT DIAMETER PRECAST MANHOLE	EA	1	\$4,774.48	\$4,774.48
5	MANHOLE FRAME AND COVER	EA	1	\$1,152.21	\$1,152.21
6	OUTSIDE DROP CONNECTION TO EXISTING MANHOLE	EA	1	\$1,856.44	\$1,856.44
7	8 GAB TRENCH BACKFILL	SY	100	\$45.66	\$4,566.00
8	4 IN SANITARY SEWER LATERAL	LF	440	\$70.00	\$30,800.00
9	4 IN SANITARY SEWER LATERAL CLEANOUT	EA	6	\$2,455.54	\$14,733.24

Total Cost: \$84,531.77**20% Contingency:** \$16,906.35**Construction Cost** \$101,438.12



new manhole

new ductile
iron gravity
sewer

tie to ex.
manhole

new sewer lateral
with cleanouts every
75, bypass ex.
church pump station