



Mayor & City Council  
Regular Meeting Agenda

Monday, March 13, 2023, 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  
Noelle Monferdini, Council Member District 2, Post 2  
Anne Lerner, Council Member District 3, Post 2

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

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Pages

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

The pledge will be led by Tucker First United Methodist Preschool.

**D. MAYOR'S OPENING REMARKS**

**E. PUBLIC COMMENTS**

**F. APPROVAL OF THE AGENDA**

- Motion to approve/amend agenda

**G. CONSENT AGENDA**

G.1	Regular Meeting Minutes - February 13, 2023	4
G.2	Special Called Meeting Minutes - February 27, 2023	10
G.3	Work Session Minutes - February 27, 2023	14

**H. STAFF REPORTS**

**I. OLD BUSINESS**

I.1	Ordinance O2023-02-02 Courtney.Smith	16
	• Second Read of an Ordinance for the purpose of amending the Tucker Code	

Chapter 8 Buildings and Construction regarding an amendment to the International Building Code and design professional requirements.

**J. NEW BUSINESS**

J.1	Contract C2023-03-13	Ted.Baggett	53
	<ul style="list-style-type: none"> <li>Consideration of a contract for Probation Services</li> </ul>		
J.2	Contract C2023-003-PO23-448-CD2303 Courtney.Smith		62
	<ul style="list-style-type: none"> <li>Consideration of a contract for Housing Study (RFP 2023-003)</li> </ul>		
J.3	Contract C2023-008-PO23-454-CE2302-SP2301 by R2023-03-08 Ken.Hildebrandt		114
	<ul style="list-style-type: none"> <li>Consideration of a contract for 2023 Street Resurfacing by Resolution (ITB 2023-008)</li> </ul>		
J.4	Contract C2023-TO2-PO23-445-SP2202 Ken.Hildebrandt		188
	<ul style="list-style-type: none"> <li>Consideration of a contract for engineering design of sidewalk on E Ponce de Leon Ave. (2022-18 Task Order 2)</li> </ul>		
J.5	Contract C2023-TO19-PO23-446-PR2306 Carlton.Robertson		213
	<ul style="list-style-type: none"> <li>Consideration of a contract for TRC Parking &amp; Pickleball Design and Construction Documents (2019-37 Task Order 19)</li> </ul>		
J.6	Resolution R2023-03-03	Beverly.Hilton	243
	<ul style="list-style-type: none"> <li>Consideration of a Resolution for a Budget Amendment FY23</li> </ul>		
J.7	Resolution R2023-03-05	Frank.Auman	259
	<ul style="list-style-type: none"> <li>Consideration of a resolution to appoint members of the Tucker Zoning Board of Appeals</li> </ul>		
J.8	Resolution R2023-03-06	Frank.Auman	261
	<ul style="list-style-type: none"> <li>Consideration of a resolution to appoint members of the Tucker Public Facilities Authority</li> </ul>		
J.9	Resolution R2023-03-07	Frank.Auman	263
	<ul style="list-style-type: none"> <li>Consideration of a resolution to appoint a Director to the Tucker DDA</li> </ul>		

**K. MAYOR AND COUNCIL COMMENTS**

**L. EXECUTIVE SESSION**

L.1 For the purpose of real estate, litigation and personnel

**M. ACTION AFTER EXECUTIVE SESSION**

- As needed

**N. ADJOURNMENT**

- Motion to adjourn meeting



**MAYOR & CITY COUNCIL  
REGULAR MEETING MINUTES**

**Monday, February 13, 2023, 7:00 PM  
Tucker City Hall  
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

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

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

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**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 Girl Scout Troop 18523.

**D. MAYOR'S OPENING REMARKS**

Mayor Auman mentioned that since the January OTC update, the City received 32 new applications for an Occupational Tax Certificate, and to sign up for the In Tucker Magazine.

**E. PUBLIC COMMENTS**

Public comments were heard from 2 citizens in regard to dance events with the Adults with Disabilities, an update on the Tucker Arts Alliance, and restrooms at Peters Park.

**F. APPROVAL OF THE AGENDA**

Mayor Auman stated that item J5 is not ready and needs to be removed from the agenda.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the amended agenda with the removal of J5 passed unanimously.

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

**APPROVED (7 to 0)**

**G. CONSENT AGENDA**

Motion by Councilmember Monferdini to remove Item G4 Work Session Meeting Minutes - January 23, 2023 off the Consent Agenda.

Motion to approve Consent Items G.1 – G.3: Passed.

MOVER: N. Monferdini

SECONDER: R. Orlando

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 - January 9, 2023**

**G.2 Special Called Meeting Minutes - January 9, 2023**

**G.3 Special Called Meeting Minutes - January 23, 2023**

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**G.4 Work Session Meeting Minutes - January 23, 2023**

MOVER: N. Monferdini

SECONDER: A. Weaver

Request by Councilmember Monferdini to edit consent agenda item G4 Work Session Meeting Minutes - January 23, 2023 agenda items E6 and E7.

Motion to edit minutes of work session 1/23/2023 item E6 to add language:

Discussion Points: How do we use the data that supports action for change for process improvement. Open discussion, voice of the customer, how to implement lessons learned, debrief on what worked and what didn't work as we continue to do road projects.

1/23/2023 Work Session Minutes item E6 vote: Passed

AYES: (5): C. Schroeder, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

NAYES: (1): F. Auman

ABSTAIN: (1): R. Orlando

**APPROVED (5 to 1)**

MOVER: N. Monferdini

SECONDER: A. Weaver

Motion to edit minutes of work session 1/23/2023 item E7 to add language failed without majority vote:

AYES: (3): A. Weaver, N. Monferdini, and A. Lerner

NAYES: (3): F. Auman, C. Schroeder, and V. Rece

ABSTAIN: (1): R. Orlando

**DENIED REQUEST (3 to 3)**

Motion to approve the minutes of work session 1/23/2023 as amended with item E6  
language: Passed

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

ABSTAIN: (1): R. Orlando

**APPROVED (6 to 0)**

## **H. STAFF REPORTS**

### **H.1 Update on Tucker's Downtown Development Authority**

John McHenry, Deputy City Manager, spoke on the Tucker Downtown Development Authority (now marketed as Tucker Development Authority or TDA) had been diligently working on new programming efforts and has officer updates to share with City Council. The City Council is to receive this update and provide any thoughts or feedback for the TDA to consider.

## **I. OLD BUSINESS**

### **I.1 Ordinance O2023-01-01**

Ted Baggett, City Attorney, spoke on the second read of Ordinance O2023-01-01 for the purpose of amending the Tucker Code Chapter 4 Alcoholic Beverages relating to Home Brew Event Permitting.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve Ordinance O2023-01-01 to amend Tucker Code Ch 4 passed  
unanimously.

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 Contract C2022-020-PO23-00433**

Mayor Auman stated that a bid RFQ 2022-020 was issued for Management of Public Works Maintenance. A Selection Committee was put together that consisted of: Frank Auman, Anne Lerner, Cara Schroeder, Tami Hanlin, Ted Baggett, Neal Stubblefield and Ted Rhinehart. The Committee evaluated the RFQ's received and the cost proposals. After considering the qualifications, references, local experience and pricing of both firms the Committee unanimously recommends contracting with Lowe Engineers for the management of the public works maintenance function and continue with Jacobs Engineering for the delivery of Capital projects.

MOVER: F. Auman

SECONDER: A. Lerner

Motion to approve contract C2022-020-PO23-00433 passed unanimously.

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

**APPROVED (7 to 0)**

**J.2 Contract C2023-PO23-00434**

John McHenry, Deputy City Manager, spoke on the consideration of contract approval for Stormwater Inventory and Condition Assessment with Atlas Engineers, a trusted partner that completed an initial study on this important topic.

A critical first step in developing our Public Works program is a baseline stormwater inventory with a comprehensive condition assessment so that the City can understand and prioritize the repair of its stormwater assets as we take them over from DeKalb County starting July 1st. In this proposed contract, Atlas Engineering will conduct a baseline inventory and condition assessment of the city's stormwater system building from their limited and well received Stormwater Assessment that was completed in June of 2022. The data collected will be consistent with and incorporated into a software platform which the City will use to identify, track facilities and generate work orders. The system condition evaluation will provide information sufficient to establish a plan for a needed state of good repair program for the repair/replacement of various system components. Pole cameras will be utilized to obtain videos that zoom pipe condition as far as visible, providing information beyond simply viewing pipe inverts inside of structures. Videos will be captured at both ends of pipes with lighted pole cameras where accessible. Information that could be used for future system capacity analysis will be limited to data such as pipe size, pipe material and measure down readings for basins. Both horizontal and vertical coordinates will be obtained to 0.5-foot accuracy for new and current assets that are accessible. Condition assessments will include material, size, shape, "is a safety issue present", "is flow present", deformation percentage, siltation, overall condition, invert condition, "is fracture present", and joint condition. These assessments will be based on videos obtained from the pole cameras. Additionally, the new data will build a stormwater system for the City that will allow for future hydrology and hydraulics modeling to best prioritize City investment.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve contract C2023-PO23-00434 passed unanimously.

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

**APPROVED (7 to 0)**

**J.3 Contract C2023-006-PO23-00431**

Carlton Robertson, Parks and Recreation Director, spoke on awarding an annual maintenance operations contract, renewable for up to 5 years, to Dynamo Pool Management for an annual contract price of \$21,150.00. The initial contract will run

from March 1 to June 30 in the amount of \$6,460.00 and renew on July 1, 2023 at the full annual rate.

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve contract C2023-006-PO23-00431 passed unanimously.

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

**APPROVED (7 to 0)**

**J.4 Contract C2023-007-PO23-00432**

Carlton Robertson, Parks and Recreation Director spoke on awarding an annual lifeguard staffing contract, renewable for up to 5 years, to Aquatic Management, INC for an annual contract price of \$65,540.00. The initial contract will run from March 1 to June 30 in the amount of \$31,246.00 and renew on July 1, 2023 at the full annual rate.

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve contract C2023-007-PO23-00432 passed unanimously.

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

**APPROVED (7 to 0)**

**J.5 Lease for Property adjacent to Fitzgerald Field**

Item removed.

**J.6 Contract C2023-004-CD2302**

Courtney Smith, Community Development Director, spoke on the contract for the Lawrenceville Highway Zoning Code be awarded to Pond in the amount of \$48,832.00.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve contract Contract C2023-004-CD2302 passed unanimously.

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

**APPROVED (7 to 0)**

**J.7 Ordinance O2023-02-02**

Courtney Smith, Community Development Director, spoke on the first read of Ordinance O2023-02-02 for the purpose of amending the Tucker Code Chapter 8 Buildings and Construction regarding an amendment to the International Building Code and design professional requirements.

**J.8 Resolution R2023-02-02**

Mayor Auman mentioned that two Planning Commission Board Members terms have expired and recommends to reappoint Katherine Atteberry and Michael Thomas for 2-year terms (2/13/2023 to 2/12/2025).

MOVER: F. Auman

SECONDER: N. Monferdini

Motion to approve resolution R2023-02-02 to reappoint Planning Commission Board Members passed unanimously.

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**

The Mayor and Council thanked everyone for attending, that Restaurant Week is Feb. 21-26, 2023, and well done on the Public Works Project.

**L. EXECUTIVE SESSION - None**

**M. ACTION AFTER EXECUTIVE SESSION - None**

**N. ADJOURNMENT**

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to adjourn meeting at 8:13 PM passed unanimously.

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

**APPROVED (7 to 0)**

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APPROVED: Frank Auman, Mayor

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ATTEST: Bonnie Warne, Clerk

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Date Approved



**MAYOR & CITY COUNCIL**

**SPECIAL CALLED MEETING MINUTES**

**Monday, February 27, 2023, 7:00 PM**

**Tucker City Hall**

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

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

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

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**A. CALL TO ORDER**

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

**B. ROLL CALL**

The above were in attendance for a quorum. Councilmember R. Orlando attended via Zoom due to Out of District.

**C. MAYOR'S OPENING REMARKS**

Mayor Auman recognized government relation consultant Edens Davis with ConnectSouth and discussed HB517 and HB518.

**D. NEW BUSINESS**

**D.1 Contract C2023-PO23-00443**

Parks and Recreation Director Carlton Robertson spoke on the recommendation for approval of the contract with Barge Design Solutions, for a total of \$492,000.00 to complete the construction document and bid phase for the downtown park. Barge Design Solutions is one of our on-call design consultants.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve contract C2023-PO23-00443 passed unanimously.

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

**APPROVED (7 to 0)**

**D.2 Contract C2023-TO18-PO23-00426-PR2105-SP2011-SP2106-PR2308**

Parks and Recreation Director Carlton Robertson spoke on the recommendation for approval of the contract with Keck & Wood Collaboration by Design for the development of the construction documents and bid packet for the fields, infrastructure, lighting, video/sound board and facilities for Fitzgerald Park upgrades for a contracted price not to exceed \$102,000.00 based on their established hourly rate.

This phase will include renovation and upgrade to all key elements of this vital venue; electrical service, lighting, turf to include one artificial field, restroom and concession facilities, scoreboards and/or video boards, entrance, exit and parking. We will replace the lighting on fields 1, 2, and 4, replace the restroom and concession facilities on fields 1 and 2, make improvements to field 4 restrooms and improve and increase parking. Keck and Wood has completed several geo-studies and design and engineering plans for Fitzgerald Park to include the ongoing water/sewer project.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve contract C2023-TO18-PO23-00426-PR2105-SP2011-SP2106-PR2308 passed.

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

NAYES: (1): A. Weaver

**APPROVED (6 to 1)**

**D.3 Contract C2023-002-PO23-00442**

Community Development Director Courtney Smith spoke on the recommendation for approval of the contract for the Comprehensive Plan 5-Year Update be awarded to Sizemore Group in the amount not to exceed \$112,800.00.

The Department of Community Affairs requires that we complete a 5-year update to our Comprehensive Plan, Tucker Tomorrow. The main focus of the update will be to include a new Community Work Program and a report of accomplishments that describes the current status of each activity in the previous Community Work Program.

The project objectives include:

- Obtain community involvement through various methods
- Add and/or update sections as required by Chapter 110-12-1-.02, including the Community Work Program

- Completion of the DCA procedures for the preparation, transmittal, and review of the Comprehensive Plan update
- Analyze annexations, comprehensive plan amendments, and rezonings over the past 5 years
- Review the recent update to the DeKalb County 2050 Comprehensive Plan for impact to the City of Tucker and the Tucker Tomorrow Comprehensive Plan
- Evaluate any potential amendments needed for the overall document
- Ensure internal consistency with other City adopted plans and studies

The process will include two public engagement meetings, a steering committee, and a community survey.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve contract C2023-002-PO23-00442 passed unanimously.

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

**APPROVED (7 to 0)**

#### **D.4 Resolution R2023-02-04**

Community Development Director Courtney Smith spoke on the consideration of approval of Resolution R2023-02-04 for the purpose of enacting a temporary emergency moratorium on the acceptance or processing of applications for certain specified parcels along Lawrenceville Highway between Cooledge Road and Brockett Road to be in effect until September 26, 2023.

The temporary moratorium would only apply to properties currently zoned M (Light Industrial), M-2 (Heavy Industrial), C-1 (Local Commercial), C-2 (General Commercial), and MZ (Multiple Zoning) that front Lawrenceville Highway and are located between the intersection of Cooledge Road and Northlake Parkway at Lawrenceville Highway and the intersection of Lawrenceville Highway and Brockett Road. It would prohibit staff from accepting, processing, or approving new applications for building permits, land disturbance permits, variances, rezonings, and special land use permits.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve resolution R2023-02-04 passed.

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

NAYES: (1): N. Monferdini

**APPROVED (6 to 1)**

**E. EXECUTIVE SESSION**

MOVER: F. Auman

SECONDER: N. Monferdini

Motion to enter into Executive Session for litigation at 8:18 PM passed unanimously.

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

**APPROVED (7 to 0)**

MOVER: A. Weaver

SECONDER: V. Rece

Motion to exit Executive Session and return to the called meeting at 8:48 PM passed unanimously.

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

**APPROVED (7 to 0)**

**F. ACTION AFTER EXECUTIVE SESSION**

None

**G. ADJOURNMENT**

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 8:51 PM passed unanimously.

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

**APPROVED (7 to 0)**

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APPROVED: Frank Auman, Mayor

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ATTEST: Bonnie Warne, Clerk

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Date Approved



**MAYOR & CITY COUNCIL**

**WORK SESSION MINUTES**

**Monday, February 27, 2023, 7:15 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>

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**A. CALL TO ORDER**

Mayor Auman called the meeting to order at 8:51 PM.

**B. ROLL CALL**

The above were in attendance for a quorum. Councilmember R. Orlando was present on Zoon due to Out of District.

**C. MAYOR'S OPENING REMARKS**

**D. APPROVAL OF THE AGENDA**

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the agenda as presented passed unanimously.

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

**APPROVED (7 to 0)**

**E. MONTHLY REPORTS**

**E.1 Financial Report - January 2023**

Revenue and Expenditure Reports for all funds as of January 31, 2023 provided to Council to review.

**F. PRESENTATION**

**F.1 Update of Tucker's Economic Development Strategic Plan by Consultant KB Advisory Group**

An update to the City Council on the ongoing efforts of consultant KB Advisory Group and the Tucker Economic Development Department on the Economic Development Strategic Plan.

**G. EXECUTIVE SESSION**

None

**H. ACTION AFTER EXECUTIVE SESSION**

None

**I. ADJOURNMENT**

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 9:43 PM passed unanimously.

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

**APPROVED (7 to 0)**

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APPROVED: Frank Auman, Mayor

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ATTEST: Bonnie Warne, Clerk

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Date Approved



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Courtney Smith, Community Development Director  
**CC:** Tami Hanlin, City Manager  
**Date:** February 7, 2023  
**RE:** Memo for *Ch. 8 Buildings and Construction Text Amendment*

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### Description for on Agenda:

First read of an Ordinance to amend Ch. 8 Buildings and Construction regarding an amendment to the International Building Code and design professional requirements.

### Issue:

Staff is proposing two changes to code regulations that are in conflict with state law.

1. Remove the amendment to the International Building Code regarding construction classification and building height. Replace with a higher standard of sprinkler system for all multifamily development over 4 units.

2. Strike the engineer reference in Sec. 8-94; add language for additional construction types that require permit drawings be sealed by a licensed architect.

### Recommendation:

Staff recommends approval of this text amendment.

### Background:

Amendment to International Building Code:

- Tucker adopted an amendment the International Building Code in 2016 that requires any new building or structure that is more than three stories in height and 100,000 square feet in area be constructed of steel or masonry. This provision was put in place by the City of Tucker and other local jurisdictions to ensure greater fire protection for large construction projects that are typically built out of wood.
- In 2018, legislation was passed (HB 876) banning municipalities from prohibiting the use of wood as a construction material so long as such use conforms to all applicable state minimum standard codes and the Georgia State Fire Code.
- Staff has seen that this provision has deterred developers from submitting applications for multifamily developments within the city. In order to allow for development, while ensuring the safest living conditions, staff recommends replacing the stick to steel regulation with a requirement for a higher level of sprinkler system (NFPA 13) than what is typically installed in multifamily developments (NFPA 13R).

- NFPA 13R is used in low-rise residential occupancies and is designed to limit injury and loss of life. NFPA 13 prevents fire deaths and property loss.
- While this regulation has remained in our code since the passage of HB 876, developers do have the option of requesting a variance from this standard from the Construction Board of Appeals (CBA). The CBA granted a variance from this code section for Fairfield Residential (The Reid) in April of 2018 with the condition that an NFPA 13 sprinkler system be installed.

#### **Design Professional Requirements:**

- Sec. 8-94 (c) does not comply with state law. Our code currently allows an architect or an engineer to stamp permit drawings for Group A, E, and I occupancies, buildings over three stories, and buildings over 5,000 square feet. However, O.C.G.A 43-4-14 (b) (3) requires that these types of plans contain the seal of a registered architect. Any plans that are submitted that are sealed by an engineer are rejected, so the current code section is misleading.
- Sec. 8-94(c) also needs to be amended to add reference to “hotels, dormitories or lodging facilities, multifamily housing or apartment complexes, and care facilities” to match the state regulation.

#### **Previous Action:**

- December 12, 2022: Mayor and City Council adopted a resolution of legislative findings regarding the importance of sprinkler systems in all multifamily structures over three units.
- December 19, 2022: A copy of the resolution of legislative findings and the draft text amendment were sent to the Department of Community Affairs per OCGA 8-2-25.
- January 5, 2023: The Department of Community Affairs notified the city that they reviewed our submittal and has “no comment” on our proposal.

## Report Approval Details

Document Title:	Building Code Text Amendment.docx
Attachments:	<ul style="list-style-type: none"><li>- Chapter_8__BUILDINGS_AND_CONSTRUCTION 12192022.docx</li><li>- Draft Ordinance Ch 8.docx</li><li>- R2022-12-38 Legislative Findings 12.12.2022.PDF</li><li>- DCA Local Amendment response Tucker.pdf</li><li>- HB876.pdf</li></ul>
Final Approval Date:	Feb 8, 2023

This report and all of its attachments were approved and signed as outlined below:

Tami Hanlin

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF AMENDING THE CITY OF TUCKER CODE CHAPTER 8 BUILDINGS AND CONSTRUCTION REGARDING AN AMENDMENT TO THE INTERNATIONAL BUILDING CODE AND DESIGN PROFESSIONAL REQUIREMENTS.**

**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 enforce the safe construction of structures within the city limits; and

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

**WHEREAS**, a resolution of legislative findings regarding the importance of sprinkler systems in all multifamily structures over three units was adopted by Mayor and City Council on December 12, 2022; and

**WHEREAS**, the resolution of legislative findings and a copy of the proposed text amendment was sent to the Department of Community Affairs on December 19, 2022 per OCGA 8-2-25 requirements; and

**WHEREAS**, the Department of Community Affairs reviewed our submittal and responded “no comment” on January 5, 2023; and

**WHEREAS**, the Mayor and City Council wish to strike the existing language in Sec. 8-1(c) and replace it to read “The building state minimum standard International Building Code is amended to remove [F] 903.3.1.2. New multifamily buildings over three units shall incorporate NFPA 13 sprinklers throughout,” as shown in Exhibit A; and

**WHEREAS**, the Mayor and City Council wish to strike “or engineer” and “or engineering” from Sec. 8-94(c)(1), as shown in Exhibit A; and

**WHEREAS**, the Mayor and City Council wish to add subsection d to Sec. 8-94(c)(1) to read “Hotels, dormitories or lodging facilities, multifamily housing or apartment complexes, and care facilities,” as shown in Exhibit A; and

**WHEREAS**, a Public Meeting was held by the Mayor and City Council of Tucker on February 13, 2023 and March 13, 2023; 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 March 13, 2023, hereby ordains and approves the amendment of Chapter 8 as shown in Exhibit A, which is attached to this ordinance.

So effective this 13<sup>th</sup> day of March 2023.

Approved by:

---

Frank Auman, Mayor

Attest:

---

Bonnie Warne, City Clerk

SEAL

## Chapter 8 BUILDINGS AND CONSTRUCTION

### ARTICLE I. IN GENERAL

#### Sec. 8-1. State minimum standards adopted.

- (a) The city enforces the latest edition of the following state minimum standard codes, as adopted and amended by the state department of community affairs, and as set forth in O.C.G.A. § 8-2-20, which codes may also be referred to as "the construction codes:"
- (1) International Building Code, subject to the amendment set forth in subsection (c) of this section.
  - (2) National Electrical Code.
  - (3) International Fuel Gas Code.
  - (4) International Mechanical Code.
  - (5) International Plumbing Code.
  - (6) International Residential Code for One- and Two-Family Dwellings.
  - (7) International Energy Conservation Code.
  - (8) International Fire Code.
  - (9) International Existing Building Code.
  - (10) International Property Maintenance Code.
- (b) In addition, the city adopts by reference as though fully set forth herein, the latest edition of the International Swimming Pool and Spa Code as amended by the state department of community affairs.
- (c) ~~The building state minimum standard International Building Code is amended with regard to construction classification and building height, as follows: Any new building or structure designed or intended to be more than three stories in height in any respect and which individually or in aggregate with other principal buildings or structures on the same site exceeds 100,000 square feet of gross floor area (GFA), within the confined exterior walls of the structures whether occupiable or non-occupiable, shall, irrespective of any conflicting allowances or provisions of any other standard, code or ordinance having force and effect in the corporate limits of the city, be of Type I or Type II construction defined in the International Building Code as amended by the state. This regulation shall not be used to relax or reduce any requirements in Table 503, Allowable Building Heights and Areas, or any other section of the current adopted International Building Code.~~The building state minimum standard International Building Code is amended to remove [F] 903.3.1.2. New multifamily buildings over three units shall incorporate NFPA 13 sprinklers throughout.
- (d) The following sections of the International Property Maintenance Code are hereby revised:
- (1) *Section 101.1.* Insert [City of Tucker].
  - (2) *Section 103.5.* Insert [The City of Tucker Fee Schedule].
  - (3) *Section 112.4.* First Insert [zero] and Second Insert [1,000].
  - (4) *Section 302.4.* Insert [12 inches].
  - (5) *Section 304.14.* First Insert [January 1] and Second Insert [December 31].

---

(6) *Section 602.3.* First Insert [September 1] and Second Insert [May 31].

(7) *Section 602.4.* First Insert [September 1] and Second Insert [May 31].

(Ord. No. 2017-07-75, exh. (1), 8-9-2017; Ord. No. 2017-11-79, 11-27-2017)

## **Sec. 8-94. Drawings and specifications.**

- (a) *Requirements.* When required by the building official, two or more copies of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the construction codes. Such information shall be specific, and the construction codes shall not be cited as a whole or in part, nor shall the term "legal," or its equivalent, be used, as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.
- (b) *Additional data.* The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications, and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal.
- (c) *Design professional.*
  - (1) The design professional shall be an architect ~~or engineer~~ legally registered under the laws of this state regulating the practice of architecture ~~or engineering~~ and shall affix his official seal to the drawings, specifications, and accompanying data, for the following:
    - a. All Group A, E, and I occupancies.
    - b. Buildings and structures three stories or more high.
    - c. Buildings and structures 5,000 square feet (465 m<sup>2</sup>) or more in area.
    - d. Hotels, dormitories or lodging facilities, multifamily housing or apartment complexes, and care facilities.
  - (2) For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered. As an exception to the provisions of this subsection, single-family dwellings, regardless of size, shall require neither a registered architect nor engineer, nor a certification that an architect or engineer is not required.
- (d) *Structural and fire resistance integrity.* Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistance wall, floor, or partition will be made for electrical, gas, mechanical, plumbing, signal and communication conduits, pipes, and systems and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistance floors intersect the exterior walls.
- (e) *Site drawings.* Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The building official may require a boundary line survey prepared by a qualified surveyor.
- (f) *Hazardous occupancies.* The building official may require the following:

- 
- (1) *General site plan.* A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment, and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.
  - (2) *Building floor plan.* A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid-tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

(Ord. No. 2017-07-75, exh. (7)(b), 8-9-2017)

**STATE OF GEORGIA  
CITY OF TUCKER**

**RESOLUTION R2022-12-38**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF TUCKER, GEORGIA, FOR THE PURPOSE OF ADOPTING LEGISLATIVE FINDINGS REGARDING THE IMPORTANCE OF SPRINKLER SYSTEMS IN ALL MULTIFAMILY STRUCTURES OVER THREE UNITS.**

**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 enforce the safe construction of structures within the city limits; and

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

**WHEREAS**, sprinklers reduce the impact of fires; and

**WHEREAS**, sprinklers save lives and reduce injuries and property loss; and

**WHEREAS**, sprinklers limit fire spread; and

**WHEREAS**, sprinklers are a very reliable and effective part of fire protection; and

**WHEREAS**, while NFPA 13R systems are considered quite safe, they don't provide the same level of protection as NFPA 13 systems; and

**WHEREAS**, NFPA 13 systems are a stricter standard for sprinkler installations designed to protect people and property from fire; and

**WHEREAS**, NFPA 13 systems aim to control fires close to where they start, wherever that may be, even if there is a lower direct risk to life safety; and

**WHEREAS**, NFPA 13R systems only require sprinklers in occupied spaces like dwelling units, hallways, and common spaces and omits sprinklers in other places that NFPA 13 systems require them to be installed; and

**WHEREAS**, NFPA 13 systems calls for a greater density and spacing for sprinklers; and

**WHEREAS**, high-rise buildings that require NFPA 13 systems have lower percentages of fires with flame damage beyond room of origin, providing further evidence of impact from fire protection systems; and

**WHEREAS**, residents of low-rise multifamily buildings should be offered the same protection as residents of high-rise multifamily buildings; and


**WHEREAS**, Mayor and City Council want to protect the lives of our residents and the built environment; 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 December 12, 2022, hereby adopt the forgoing as legislative findings and instruct the Community Development Director to forward proposed ordinance language to the Department of Community Affairs for review and comment as required by O.C.G.A Section 8-2-25(c).


**SO EFFECTIVE this 12<sup>th</sup> day of December 2022.**

ATTEST:

  
Bonnie Warne, City Clerk



APPROVED:

  
Frank Auman, Mayor

# Sprinkler System Types and Impact on Building Fires

5.25.2022

**By Matthew Hartsell**

It's 3:30 a.m., and you have been dispatched to a report of a multifamily structure fire in your engine company's first-due response area. Dispatch is reporting a fire has been called in on the fourth floor of the apartment building. You think to yourself that you have been to this location before. It's a new construction four-story apartment building that is fully protected by a sprinkler system. You think to yourself that this will be a quick incident, that it's probably just a single 1¾-inch attack line or even a water pressure extinguisher to hit the hotspots, shut down the sprinkler system, ventilate, and that's it.

As your engine turns into the apartment complex, you see a well-developed fire on the fourth floor and fire showing through the roof. The quick-knockdown fire turns into a two-alarm fire with multiple aerials doing an exterior defensive attack. What happened? How could this fire develop so quickly in a modern structure that was fully protected by a sprinkler system? Or was it?

## Different Types of Sprinkler Systems

As company officers, it is important that we take the time to get our crews out to perform prefire plans on existing structures and look at what is being constructed in our response area. In the scenario at the beginning of this article, the company officer thought he was familiar with this particular structure. He had been there before and seen for himself that the structure was equipped with a sprinkler system, and the sprinkler system functioned exactly as it was designed to operate. The problem was with the design and intended purpose of the system. It was a sprinkler system that met the requirements of National Fire Protection Association (NFPA) 13R, *Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies*. This structure had a

sprinkler system that was designed to protect lives but not designed to protect property.

There is much more we should be aware of as company officers than just if there are sprinklers or not in a structure. We need to know what that sprinkler was designed to do but, more importantly, what limitations it has, how to identify the system, and our actions to overcome those shortcomings. Let's review sprinkler system types as identified by the NFPA.

## NFPA 13

This is the primary and oldest standard for sprinklers in the United States. This system promotes life safety, property conservation, and protection for the contents of the structure (NFPA 13 1.2.1 2022). This means that sprinkler coverage extends to all areas of the structure including the unoccupied areas such as attics, closets, and voids. NFPA 13 systems offer the fire protection that we usually think of when we see that a structure is fully protected by a sprinkler system. Typically, these types of systems are found in many commercial buildings, high-rise residential structures, large hotels, health care or educational facilities, and many other older structures.

NFPA 13 systems are also designed to flow the needed water for the greatest hazard present in the structure from multiple heads at once without impacting the gallon-per-minute (gpm) flow from those heads. It delivers water in such a manner that will prevent further spread of the fire no matter where or what is burning. In many cases, these systems are using large, powerful water supply risers and fire pumps to meet these gpm requirements.

According to the NFPA, sprinkler systems are designed to target the greatest hazards of the structure and its contents and prevent further fire extension. These are broken down into five hazard classifications based on the contents or processes of the structure. These hazard classes are what are used for the design and hydraulic calculations of the sprinkler system so that is capable of stopping the growth of a fire.

- Light Hazard: Low quantity and combustibility of contents.
  - Ordinary Hazard Group 1: Moderate quantity and low combustibility of contents or stockpiles of contents with low combustibility under 8 feet.
  - Ordinary Hazard Group 2: Moderate to high quantity and combustibility of contents. Stockpiles of contents with a

moderate combustibility under 12 feet or high combustibility under 8 feet.

- Extra Hazard Group 1: High quantity and combustibility of contents or spaces where dust, lint, and other materials may be present to contribute to rapid fire development.
- Extra Hazard Group 2: Very high quantity and combustibility of contents with large amounts of combustible or flammable liquids.

## NFPA 13R

This type of system was developed with the primary focus being on life safety by giving occupants the needed time to exit the structure by preventing flashover from occurring (NFPA 13R 1.2.2 2022). It is not designed to prevent the building or its contents from being involved in fire. NFPA 13R systems typically do not require having sprinkler coverage in areas of the structure that are uninhabited such as closets, attic areas, void areas between floors, small bathrooms, and awnings. These systems have limited capabilities in fire extinguishment and perhaps zero capabilities in certain areas of the building. You would find this type of sprinkler in residential-type structures including multifamily homes, apartment buildings, condos, and small hotels that are four stories or less.

The design requirements of this type of system are typically based on the flow of up to four heads in a single occupied compartment of the structure and generally have far less gpm capability than a similar sized structure equipped with a NFPA 13 system. Also, these systems are usually offered to eligible structures as a cost reduction over the NFPA 13 system, as the reduced coverage areas and lower gpm require less material and equipment to function, but it is still able to achieve improving life safety of the structure.

## NFPA 13D

This type of system was also developed with life safety being the primary function and not designed to protect the contents or the structure. The system accomplishes this by preventing flashover from occurring but not necessarily extinguishing the fire (NFPA 13D 1.2.2 2022). Also, similar to the 13R system, it does not provide coverage to the entire structure but only to the inhabited areas. NFPA 13D is what is typically installed into one- and two-family homes. The gpm flow requirements are even lower than that of the 13R systems, with calculations based on the flow of up to two heads per compartment.

What is unique to the NFPA 13D system is that, in most cases, it does not have its own water supply to the structure for fire protection. It is supplied from the domestic water supply that is used to supply other fixtures in the home such as sinks, toilets, and showers typically found in the residential home setting. This is because of the low gpm requirements and requires less overall maintenance, as the system is constantly flowing water to supply these fixtures and not stagnant within the sprinkler piping. Similar to the NFPA 13R system, the 13D was designed to be installed at cost savings over the two other systems. Lower cost of the system makes it attractive to homeowners during the building phase, which is a good thing, as these systems also improve the life safety of the home.

We know both from education and real-world experiences that all types of sprinkler systems save lives. There are numerous studies of how effective sprinkler systems are at saving lives and property. They are also becoming more common in new construction and renovations of older structures, but all systems can only work as designed. It is important to know and understand what the system was designed to do and what its limitations are.

## How to Identify Types of Sprinkler Systems

Identifying the different NFPA ratings of sprinkler systems can be as easy as reading the latest inspection tag on the sprinkler system riser. In many cases, the companies doing the inspection will label what kind of system it is and what requirement it meets. In other cases, there may be a sign on the system indicating its design elements, such as number of heads, rated gpm flow and duration, and what NFPA code it was designed to meet.

It is possible to identify which buildings would likely have a 13R sprinkler system by looking at exterior construction. If it is new construction, four stories or less, and a residential occupancy, it is quite likely equipped with a 13R. If the structure is a one- or two-family residence equipped with a sprinkler system, it is likely a 13D. Any type of high-rise, large commercial buildings, and many mercantile stores will have a 13 system. If you have a chance to inspect these buildings, ensure that you check the uninhabited spaces such as attics, elevator rooms, closets, or bathrooms. If no sprinklers are present, it is likely a 13R or 13D system.

Another option, if your organization has designated fire inspectors or building construction inspectors, is discussing the building with them, which can lead to answers on what the sprinkler system is capable of achieving. This is a great option if access to the structure is limited or difficult to obtain. They may even give you some insight as to what your locality's codes are for installing

sprinklers, as some local ordinances may have limitations on what structures are eligible to have a 13R system that is more stringent than the requirements in NFPA. Ultimately, your local officials and authority having jurisdiction will have the final say for sprinkler system requirements in your response area.

## Why Does It Matter?

Knowing the type of sprinkler system the building has is an important part of response tactics for fires. Of course, we are going to focus efforts on rescue and fire confinement/extinguishment in the event of a fire. However, if it is a large structure with a well-developed fire, we will have a few other priorities as well, such as supplying the fire department connection as early as possible in the incident to boost the gpm and pressure on a 13R system and opening void areas to check for extension into those uninhabited areas that may not have sprinkler coverage; these acts can contribute to stopping the fire before it grows.

## Know Your Response Areas

In the opening example, the fire officer thought the building was protected by a sprinkler system, and it certainly was. The problem was that the structure had a 13R system. The fire, which had started in a nonsprinkler-covered bathroom, extended through a bathroom vent fan into a nonsprinkler-covered attic space, which was an open area of lightweight wood trusses. The fire quickly advanced through the open area attic.

It is important for the company officer to actively conduct prefire plans and be involved in the plans review process for new construction. This ensures that you are ahead of the game in locating and preparing for possible fires in your response area in these types of residential buildings. Would this have changed the situation encountered in the opening scenario? No, but the officer would have been better able to mentally prepare for the incident by knowing there is greater potential for extended firefighting efforts or multiple rescues.

The NFPA even suggests that we, as officers, have a thorough knowledge of the property equipped with sprinkler systems that we may encounter in our response area (NFPA 13E 5.1.2 2020). NFPA 13E is another great resource if you would like to learn more about fighting fires in structures equipped with sprinkler systems.

Sprinkler systems save lives. There is no question about that. However, we should allow the sprinkler system to assist us with our goal of saving lives and property, not expect to have the sprinkler system do our job for us. Get out into your response area and have a solid working knowledge of the target hazard buildings by understanding their fire protection systems and what they are meant to accomplish. In the end, you will make yourself more knowledgeable and better equipped to serve your firefighters, department, and community.

**BIO:**

**Matthew Hartsell** has been a civilian firefighter for the Department of Defense since 2006. He has worked at several different Navy bases but currently is in NSA Naples, Italy, where he is a captain and has been a company officer since 2014. He has spent a large portion of his career studying fire protection systems and has degrees in fire science and business leadership.



RESEARCH

# US Experience with Sprinklers

Marty Ahrens  
October 2021

## KEY FINDINGS

### Sprinklers in Reported Structure Fires: All Occupancies

From 2015 to 2019, local fire departments responded to an estimated average of 51,000 structure fires per year (10 percent) in which sprinklers were present. These fires caused an average of 36 civilian deaths (1 percent) and \$1 billion in direct property damage (9 percent) annually.

Sprinklers reduce the impact of fires. Compared to reported fires in properties with no automatic extinguishing systems (AES), when sprinklers were present, the civilian fire death and injury rates per fire were 89 percent and 27 percent lower, respectively. The rate of firefighter injuries per fire was 60 percent lower.

Fire spread was confined to the object or room of origin in 95 percent of reported structure fires in which sprinkler systems were present compared to 71 percent in properties with no AES.

Sprinklers have proven to be reliable in reported structure fires considered large enough to activate them. From 2015 to 2019, sprinklers operated in 92 percent of such fires and were effective at controlling the fire in 96 percent of the incidents in which they operated. Overall, sprinkler systems operated and were effective in 88 percent of the fires considered large enough to activate them.

The most common reason that sprinklers failed to operate was the system being shut off at some point before the fire.

One sprinkler is usually enough to control a fire. In 77 percent of the structure fires where sprinklers operated, only one operated. In 97 percent, five or fewer operated. In 99 percent, 10 or fewer operated.

### Sprinklers in Reported Home Fires

Sprinklers were present in an estimated average of 23,600 of the reported home<sup>i</sup> structure fires per year in 2015–2019, resulting in an average of 23 civilian deaths, 555 civilian injuries, and \$194 million in direct property damage annually.

The 7 percent of reported home structure fires that occurred in properties with sprinklers accounted for 1 percent of home fire deaths, 5 percent of home fire injuries, and 3 percent of home property loss.

Sprinklers operated in 95 percent of the home fires in which the systems were present and the fires were considered large enough to activate them. They were effective at controlling the fire in 97 percent of the fires in which they operated. Taken together, sprinklers operated effectively in 92 percent of the fires large enough to trigger them.

In 89 percent of the home fires with operating sprinklers, only one operated. In 99.5 percent, five or fewer operated.

Sprinklers save lives and reduce injuries and property loss. From 2015 to 2019, the civilian death and injury rates per reported home fire were 88 and 28 percent lower, respectively, and average property loss per home fire was 62 percent lower in reported home fires in which sprinklers were present compared to fires in homes with no AES.

The rate of firefighter injuries per home fire in which sprinklers were present was 78 percent lower than in homes with no AES.

In reported home fires in which sprinklers were present, the fire was confined to the object or room of origin 97 percent of the time compared to 74 percent in homes with no AES.

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<sup>i</sup> The term *home* includes one- and two-family homes, including manufactured housing and apartments or other multifamily homes.

## INTRODUCTION

This report provides a statistical overview of sprinkler presence and performance in reported fires. This information is essential for understanding the prevalence, impact, reliability, and effectiveness of these systems and increasing their positive impact. Because the majority of fire deaths are caused by home fires, additional details are provided on sprinklers in fires in these properties.

Estimates were derived from the details collected by the US Fire Administration's (USFA's) [National Fire Incident Reporting System \(NFIRS\)](#) and NFPA's annual fire department experience survey.

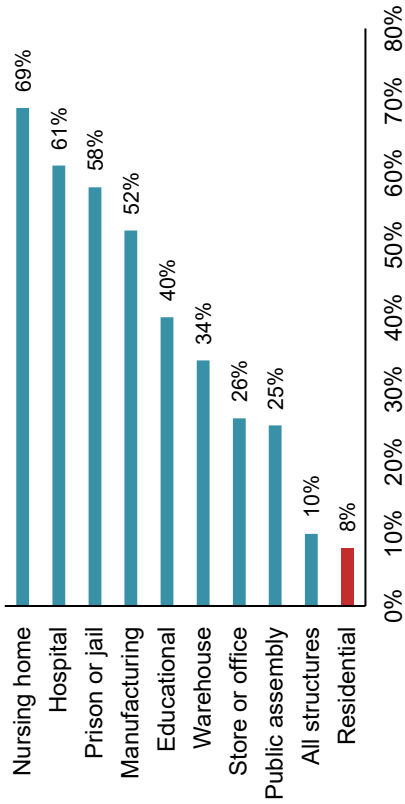
Unless otherwise specified, estimates and rates in this report exclude fires in properties under construction. In addition, the casualty and loss estimates can be heavily influenced by the inclusion or exclusion of one unusually serious fire.

More detailed information is available in the [supporting tables](#).

## Sprinkler Presence and Type

Some type of sprinkler was present in an estimated average of 51,000 (10 percent) of the reported structure fires during 2015–2019. Sprinkler presence varied widely by occupancy. Figure 1 shows the percentage of fires by occupancy in which any type of sprinkler was present. Sprinklers were most likely to be found in institutional occupancies, such as nursing homes, hospitals, and prisons or jails. Although the majority of the structure fires and associated civilian fire deaths, injuries, and direct property damage occurred in residential properties, particularly homes, only 8 percent of the reported residential fires occurred in properties with sprinklers. High-rise buildings are more tightly regulated and much more likely to have sprinklers than shorter structures.<sup>1</sup>

**Figure 1. Presence of sprinklers in US structure fires by occupancy: 2015–2019**



Some properties have both sprinkler and non-sprinkler AES. This is particularly likely in commercial kitchens. In such cases, only the AES type in the fire area would be recorded. This could result in underestimates of the presence of sprinklers in some occupancies.

Table A summarizes information about the various types of automatic extinguishing systems (AES) present in all the reported structure fires *except those in buildings under construction*. Figure 2 shows that wet pipe systems were in use at almost nine out of every 10 reported fires in which sprinklers were present.

**Figure 2. Types of sprinklers present at US structure fires: 2015–2019**

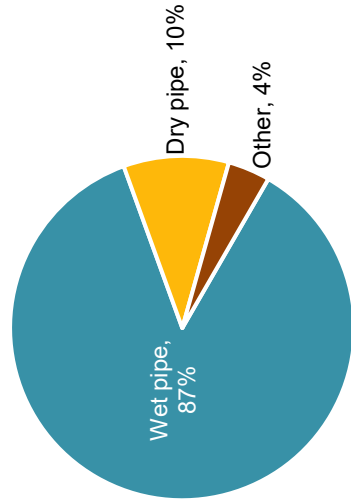


Table A. Summary of AES presence and type in reported structure fires: 2015–2019 annual averages

AES Presence and Type	Fires	Civilian Deaths	Civilian Injuries	Direct Property Damage (in Millions)
<b>AES present</b>	<b>61,100 (13%)</b>	<b>37 (1%)</b>	<b>1,130 (9%)</b>	<b>\$1,086 (10%)</b>
Sprinkler system present	51,000 (10%)	36 (1%)	1,020 (8%)	\$1,008 (9%)
<i>Wet pipe sprinkler system</i>	44,200 (9%)	33 (1%)	919 (7%)	\$908 (9%)
<i>Dry pipe sprinkler system</i>	5,000 (1%)	2 (0%)	87 (1%)	\$88 (1%)
<i>Other type of sprinkler system</i>	1,800 (0%)	1 (0%)	14 (0%)	\$12 (0%)
Non-sprinkler AES present	10,100 (2%)	1 (0%)	111 (1%)	\$78 (1%)
<b>Partial AES system of any type present</b>	<b>2,500 (1%)</b>	<b>6 (0%)</b>	<b>54 (0%)</b>	<b>\$109 (1%)</b>
<b>AES of any type not in fire area and did not operate</b>	<b>1,700 (0%)</b>	<b>2 (0%)</b>	<b>55 (0%)</b>	<b>\$56 (1%)</b>
<b>No AES present</b>	<b>423,200 (87%)</b>	<b>2,816 (98%)</b>	<b>11,609 (90%)</b>	<b>\$9,387 (88%)</b>
<b>Total</b>	<b>488,500 (100%)</b>	<b>2,862 (100%)</b>	<b>12,848 (100%)</b>	<b>\$10,637 (100%)</b>

Figure 3. Sprinkler system type by occupancy: 2015–2019

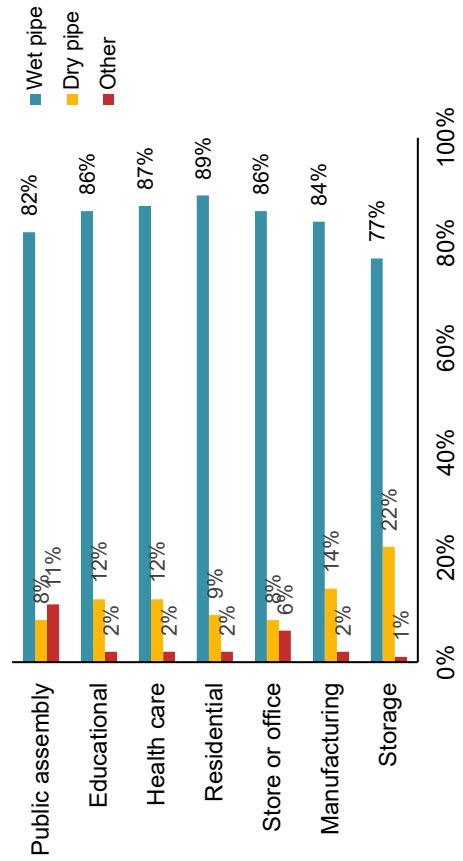


Figure 3 shows that dry pipe sprinkler systems were more common in storage occupancies. Table 2 in the [supporting tables](#) shows that other types of sprinkler systems were seen most frequently in eating and drinking establishments and grocery or convenience stores. It is possible that some of these other types were miscodes of systems designed specifically for cooking equipment.

## Fires in Properties with Sprinklers vs. with No AES

Figure 4 shows that the death rate per 1,000 reported fires was 89 percent lower in properties with sprinklers than in properties with no AES. These rates are based strictly on the reported presence or absence of this equipment; whether or not the system operated was not considered. Civilian deaths in sprinklered properties are discussed in greater detail later in this report.

**Figure 4. Civilian death rates per 1,000 reported fires in properties with sprinklers and with no AES 2015–2019**

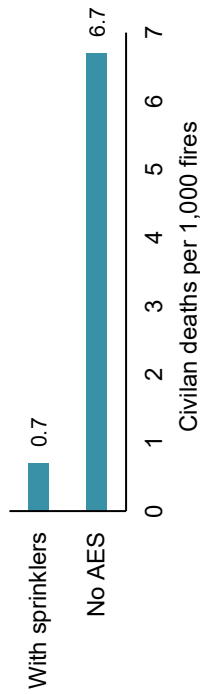


Figure 5 shows that the civilian injury rate per 1,000 reported fires was 27 percent lower in properties with sprinklers than in properties with no AES. Many of the injuries occurred in fires that were too small to activate the sprinklers. In others, someone was injured while trying to fight the fire in the initial moments before the sprinklers operated.

**Figure 5. Civilian injury rates per 1,000 reported fires in properties with sprinklers vs. with no AES: 2015–2019**

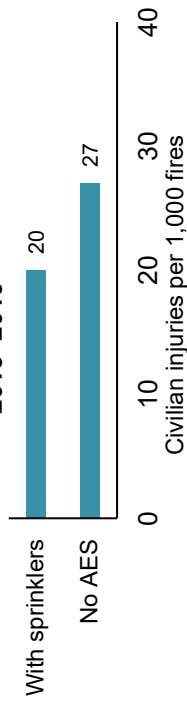
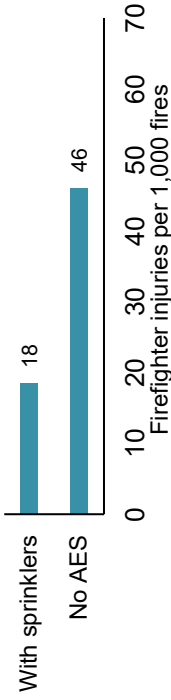


Figure 6 shows that the rate of firefighter injuries per 1,000 fires was 60 percent lower in structure fires with sprinklers compared to fires in properties without AES protection. Sprinklers begin to control a fire when

they activate, making the situation less dangerous for responding firefighters.

**Figure 6. Firefighter injury rates per 1,000 fires in properties with sprinklers vs. with no AES: 2015–2019**

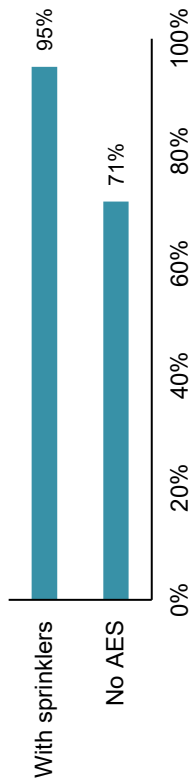


Reductions in the average dollar loss per fire when sprinklers were present varied greatly by occupancy. Table 4 in the [supporting tables](#) shows that compared to properties with no AES, the average overall loss was 11 percent lower in fires where sprinklers were present. The percentage reductions were highest in health care occupancies (73 percent), stores or offices (70 percent), public assembly occupancies (63 percent), and homes (62 percent).

The average loss per fire was higher in sprinklered warehouses and manufacturing properties than in those with no AES. Warehouse contents or expensive machinery may be rendered worthless by smoke alone. A very small fire can damage expensive manufacturing equipment. In the rare cases in which a sprinkler system fails to operate or operates ineffectively, the monetary loss can be exceedingly high, increasing the average loss for the occupancy type. For example, the average loss in sprinklered manufacturing properties was inflated by a \$1.1 billion loss caused by a November 2019 Texas petrochemical plant explosion and the resulting multi-day fire and additional explosions.<sup>2</sup> The plant's wet pipe sprinkler system did not operate.

Sprinklers limit fire spread. Figure 7 shows a 24 percent increase in fires that were confined to the object or room of origin when sprinklers were present compared to fires with no AES.

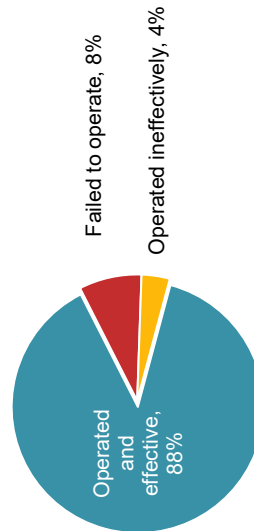
**Figure 7. Percent of fires confined to object or room of origin in properties with sprinklers vs. with no AES: 2015–2019**



## Sprinkler Operation, Effectiveness, and Issues

From 2015 to 2019, sprinklers operated in 92 percent of the fires in which they were present and the fire was considered large enough to activate them.<sup>i</sup> They were effective at controlling the fire in 96 percent of the fires in which they operated. Taken together, sprinklers operated effectively in 88 percent of the fires large enough to trigger them. (See Figure 8.) Details on sprinkler operation and effectiveness in different occupancies and for wet and dry pipe systems are provided in Table 6 of the supporting tables.

**Figure 8. Sprinkler operation and effectiveness: 2015–2019**

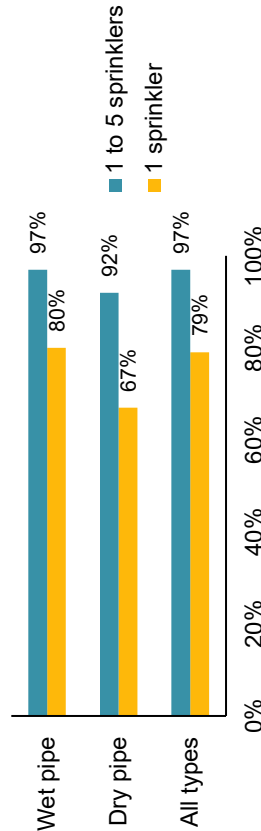


<sup>i</sup> These calculations exclude fires with confined structure fire incident types (NFIRS incident types 113–118). Among confined fires in which sprinklers were present, the fire was too small to activate the sprinklers 71 percent of the time, the sprinklers operated and were effective 14 percent of the time, and the sprinklers failed to operate 4 percent of the time. Since these fires are, by definition, confined, it is likely that a substantial share of the fires in which the sprinklers were said to fail, were, in fact, too small to cause the sprinkler to operate. The 41 percent of non-confined fires (NFIRS incident types 110–123, except for 113–118) that were too small to activate the sprinklers and the less than 1 percent of the non-confined structure fires in which sprinkler operation was unclassified were also excluded.

<sup>ii</sup> Fires with NFIRS confined fire incident types were included in these calculations.

Sprinkler systems are designed to operate only where fire is present. Just one sprinkler activated in more than three-quarters (77 percent) of the fires in which sprinklers of any type operated and four out of five (80 percent) fires with operating wet pipe sprinkler systems. Figure 9 shows that in 97 percent of the fires in which sprinklers operated, five or fewer were activated. This was true for 92 percent of the dry pipe sprinkler systems.<sup>ii</sup> In 99 percent of the fires with operating sprinklers of any type, 10 or fewer sprinklers operated.

**Figure 9. When sprinklers operated, percentage of fires in which one or one to five sprinklers operated by type of sprinkler system: 2015–2019**



The following incident descriptions illustrate the effectiveness of sprinklers:

- Around 2:30 a.m., an alarm monitoring company alerted the local fire department to a system activation at a department store in a North Dakota mall.<sup>3</sup> Arriving firefighters initially saw no signs of fire or operating sprinklers. A store representative led them to a separate area where water was coming from under a closed office door. An electronic device left to charge overnight had overheated and started a small fire on the desk that spread to a chair. A single sprinkler extinguished the fire.

- An intentional fire set along an exterior wall of a California nonprofit organization's storage facility spread inside.<sup>4</sup> The fire department was notified around 4:20 a.m. Two sprinklers controlled the inside fire and firefighters completed extinguishment. In the report, the investigator noted that the building would likely have been a total loss without the working sprinklers.
- A sprinkler at an Illinois fitness center controlled a dryer fire.<sup>5</sup> Responding firefighters used a pump can to extinguish the remaining fire inside the dryer. The maintenance worker who discovered the fire had attempted to put the fire out with an extinguisher. He was transported to the hospital for treatment of moderate smoke inhalation.

In 98 percent of the fires in which one sprinkler operated, it was effective. Figure 10 shows that sprinklers were somewhat less likely to have operated effectively when more sprinklers operated.

**Figure 10. Percentage of fires in which sprinklers were effective by number that operated: 2015–2019**

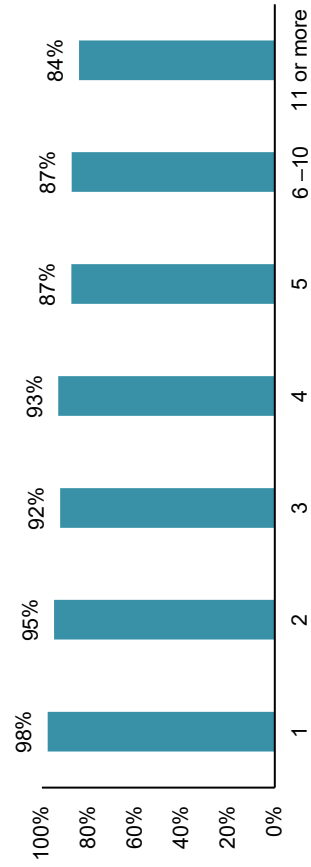


Figure 11 shows that in nearly three out of every five incidents in which sprinklers failed to operate, the system had been shut off.

- An October 2018 West Virginia warehouse fire in which the sprinklers had been shut off caused \$10 million in property damage.<sup>6</sup> The warehouse contained plastic goods and recycled plastic.

**Figure 11. Reasons for sprinkler failure: 2015–2019**

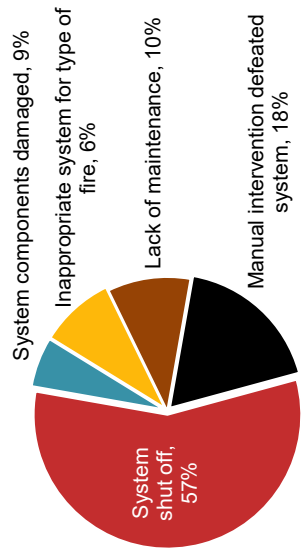
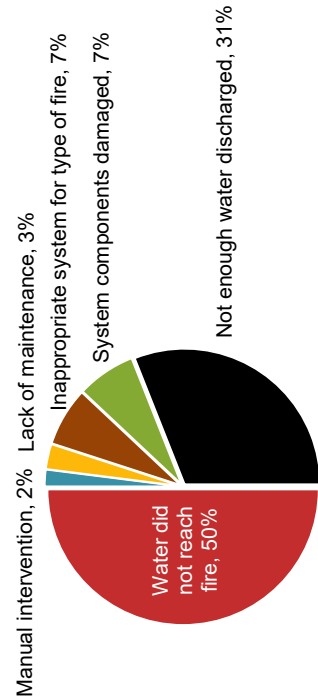


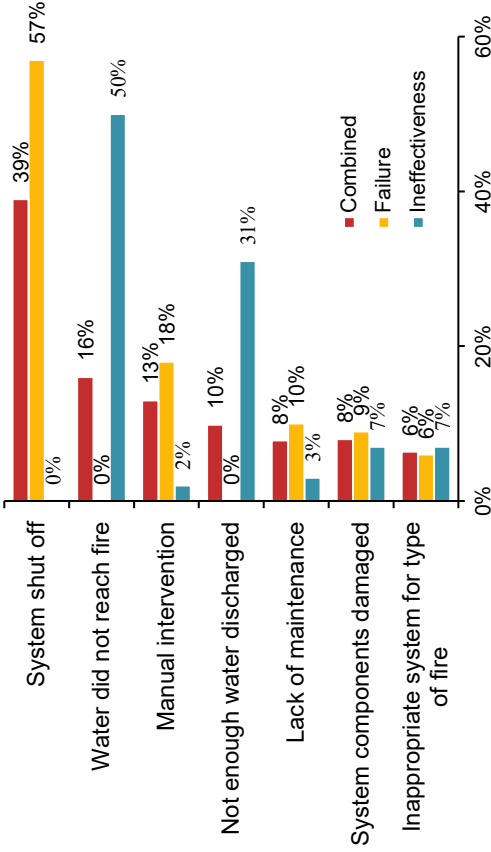
Figure 12 shows that in eight out of every 10 fires in which sprinkler systems operated ineffectively, the problem involved getting water to the fire. In half of the fires in which sprinklers were ineffective, the water did not reach the fire. In nearly one-third of the fires, not enough water was discharged.

**Figure 12. Reasons for sprinkler ineffectiveness: 2015–2019**



In 2015–2019, reported sprinkler failures (750 per year) were more than twice as common as reported fires in which sprinklers were ineffective (340 per year). Figure 13 shows the breakdown of each cause of failure or ineffectiveness individually and combined. For example, manual intervention was blamed for 13 percent of the total situations in which sprinklers were either ineffective or failed to operate at all. As noted earlier, manual intervention was blamed for 18 percent of the fires in which sprinklers failed to operate and 2 percent of the fires in which they were ineffective.

**Figure 13. Reasons for combined sprinkler failure and ineffectiveness: 2015–2019**



The categories in Figures 11–13 are based on NFIRS and sometimes overlap.

Long, Wu, and Blum explored the root causes of unsatisfactory sprinkler performance, dividing them into the following broad categories:<sup>7</sup>

- “Failure to maintain operational status of the system.” Regular inspection, testing, and maintenance are essential to ensure sprinkler operability. Water being shut off before or during a fire is included in this category.

- “Failure to assure adequacy of the system and/or for the complete coverage of current hazard.” Problems with the initial plans, installation errors, and changes to the structure or its contents could be captured here.
- “Defects affecting, but not involving, the sprinkler system.” This includes water supply problems and building construction issues.
- “Inadequate performance by the sprinkler itself.” Sprinkler systems have numerous components. A failure of one component can impact the larger system.
- All other situations, including fires that started on the structure’s exterior, delays in notifying the fire department, etc.

### Civilian Deaths in Sprinklered Properties

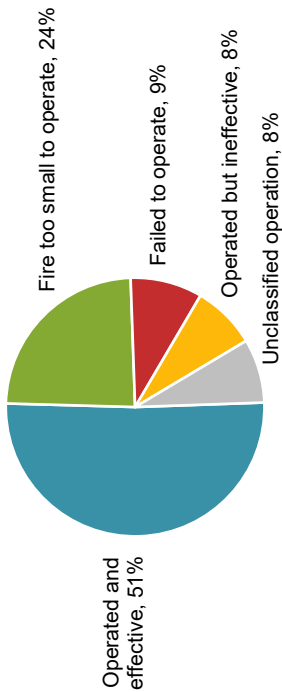
While sprinklers were present in 10 percent of all the properties in which fires occurred in 2015–2019, only 1 percent of all the fire deaths occurred in these properties. Fires in sprinklered properties killed an average of 36 people per year in 2015–2019. Fires in properties that were not under construction and had no automatic extinguishing systems caused an average of 2,816 civilian deaths per year.

In fires that were large enough to activate sprinklers, 21, or 87 percent, of the fatalities per year resulted from fires in which the sprinklers operated. Of those who died in fires with operating sprinklers, 18, or 86 percent, died in fires in which the sprinklers operated effectively. Taken together, 18, or three-quarters (75 percent), of the 24 victims of fires large enough to activate sprinklers per year were fatally injured in fires in which the sprinklers operated and were effective.

Figure 14 shows that nine, or one-quarter, of the 36 victims per year of fires in sprinklered properties were fatally injured in fires that never became large enough to activate the sprinklers. In other cases, the sprinklers extinguished the fire. Victims in fires with sprinklers were typically fatally injured before the sprinklers activated. In both situations, the victims were usually intimate with the ignition. In some cases, the victim had been smoking in bed or while using medical oxygen. The

victim’s clothing may have caught fire while the victim was cooking or smoking.

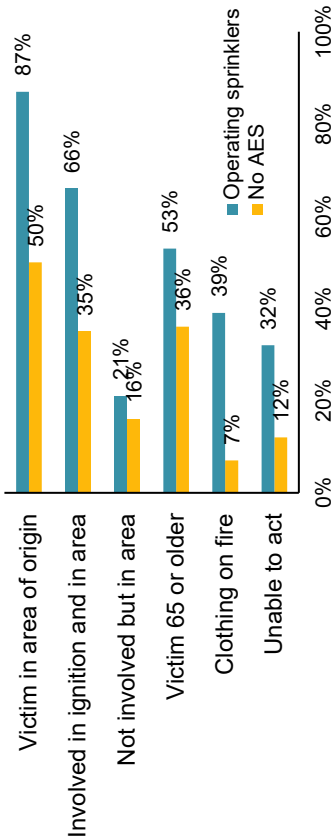
**Figure 14. Civilian fire deaths by sprinkler performance: 2015–2019**



- In 2015, a resident of a 7-story North Carolina apartment building was fatally injured when he lit a cigarette while using medical oxygen. The living room sprinkler extinguished his burning clothes and chair.<sup>8</sup>

Compared to victims of fires in which no AES was present, people who died in fires in which sprinklers operated were more likely to have been in the area of origin, been at least 65 or older, been wearing clothing that caught fire, or been unable to act, and even more likely to have been involved in the ignition and in the area. Figure 15 shows this contrast. Note that many of these differences are also evident among victims of fires with and without working smoke alarms.<sup>9</sup>

**Figure 15. Victim characteristics in fires with operating sprinklers vs. with no AES: 2015–2019**



There are limits to even the best fire protection. When someone is directly involved in the ignition of a fire or their clothing is burning, they may be fatally injured before the sprinkler system operates. If someone is physically incapable of getting themselves to safety, even a fire controlled by sprinklers can still cause harm.

Three-quarters (76 percent) of the fire deaths in sprinklered properties resulted from fires that were confined to the object or room of origin. This was true for only 18 percent of the deaths from fires in which no AES was present. When present, sprinklers keep the fire from spreading and threatening those in other areas. A fire that is confined to the room of origin is much less dangerous to those outside the room.

Multiple death fires are rare when sprinklers are present. However, as mentioned earlier, exterior fires can challenge sprinkler protection. In addition, explosions can damage a sprinkler system, rendering it ineffective or non-functional.

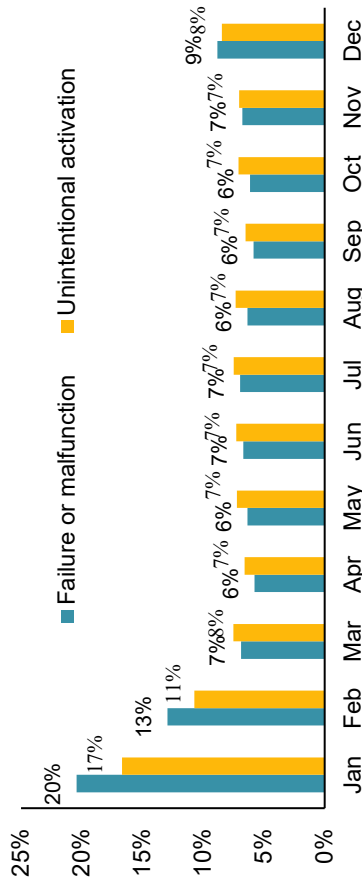
Two fires in 2015–2019 in which sprinklers were present resulted in four deaths each.

- Around 2:00 a.m. one morning in March 2017, a fire department was alerted to a fire at a Maryland assisted living facility of unprotected wood-frame construction.<sup>10</sup> One employee and six adult residents were in the structure at the time of the fire. All the residents required assistance to evacuate. A discarded cigarette had ignited leaves and grass outside the building. The flames spread to the exterior wall, porch, and into the confined ceiling space. Both detection and activation of the residential wet pipe sprinkler system were delayed because the fire was in the concealed space. Once activated, the sprinkler system controlled the fire. In addition to the four fatalities, three civilians were also injured.
- Around 9:30 p.m. on a May 2019 evening, an Illinois fire department was notified of an explosion and fire at a silicone manufacturing plant.<sup>11</sup> The plant was operating at the time. The explosion damaged both the detection and sprinkler systems, so they did not operate.

## Unwanted Activations

Fire departments responded to an estimated average of 26,000 sprinkler activations caused by a system failure or malfunction per year and 29,700 unintentional sprinkler activations per year in 2015–2019. According to the *NFIRS 5.0 Complete Reference Guide*,<sup>12</sup> false alarms due to sprinkler failures or malfunctions include “any failure of sprinkler equipment that leads to sprinkler activation with no fire present.” This category “excludes unintentional operating caused by damage to the sprinkler system.” Unintentional activations also include “testing the sprinkler system without fire department notification.” The winter months of December, January, and February account for only one-quarter of the year yet Figure 16 shows that 42 percent of the sprinkler system failures or malfunctions occurred in these three months, as did 36 percent of the unintentional activations. This suggests that cold weather and frozen pipes played a role.

**Figure 16. Unwanted sprinkler activations by type and month: 2015–2019**



Not all activations result in water flow outside the system. For example, water may flow in the pipes of a dry pipe system. This could alert a monitoring company and trigger a fire department response.

In their 2012 article on investigating inadvertent fire sprinkler discharges,<sup>13</sup> Blum, Long, and Dillon referred to Russ Fleming’s 2000 description of the six primary reasons for non-fire discharges from

sprinklers: overheating, freezing, mechanical damage, corrosion, deliberate sabotage, and mechanical defects.

Overheating can be caused by nearby equipment that may have been added after a sprinkler system was installed. While overheating typically affects the sprinkler and not the piping, freezing can impact the pipes. Mechanical damage can occur when a sprinkler is bumped by something such as a ladder, forklift, or tossed objects. Deliberate sabotage includes vandalism and disabling sprinklers to increase fire damage. While rare, manufacturing defects can also occur.

In a 2017 article, Huet, Martorano, and Ames described experiments involving intentional damage simulating random microscopic flaws to more than 100 glass bulb sprinklers. These were then exposed to a constant load in a test frame.<sup>14</sup> Forty-four of the sprinklers failed within 36 days, while the remaining 58 lasted more than two years. They concluded that unwanted activations due to damaged sprinkler bulbs tended to occur within days or weeks of the damage. Such damage, if undetected, could explain unwanted activations with no identifiable cause.

## Sprinklers in Home Fires

### Sprinkler Presence and Type

During 2015–2019, some type of fire sprinkler was present in an estimated average of 23,600 reported home structure fires (7 percent) per year. Properties under construction were excluded from these estimates.

Table B summarizes information about automatic extinguishing systems (AES), including sprinklers, in all reported home structure fires except those under construction. According to the 2011 American Housing Survey, buildings with more housing units were more likely to have sprinklers. Figure 17 shows that 5 percent of housing units that are occupied year-round had sprinklers, ranging from a low of 1 percent in manufactured homes to a high of 31 percent in buildings with at least 50 units.<sup>15</sup>

**Figure 17. Percentage of occupied units with sprinklers per the 2011 American Housing Survey**

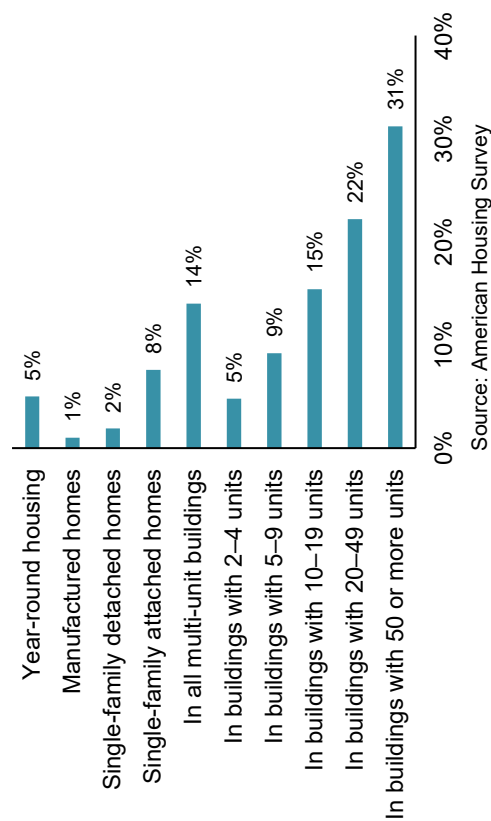
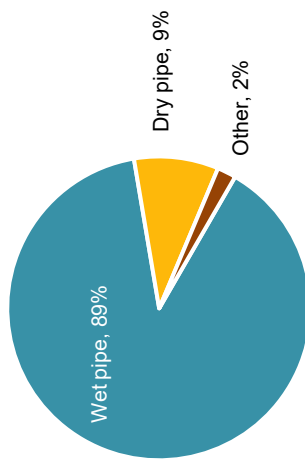


Figure 18 shows that wet pipe sprinkler systems were present in nine out of every 10 reported home fires with sprinklers.

**Figure 18. Types of sprinkler systems present at home structure fires: 2015–2019**



**Table B. Summary of AES presence and type in reported home structure fires, excluding properties under construction: 2015–2019 annual averages**

AES Presence and Type	Fires	Civilian Deaths	Civilian Injuries	Direct Property Damage (in Millions)
<b>AES present</b>	<b>25,000</b>	<b>24</b>	<b>593</b>	<b>\$197</b>
Sprinklers present	23,600	23	555	\$194
Wet pipe sprinkler system	21,000	22	477	\$185
Dry pipe sprinkler system	2,100	1	69	\$8
Other type of sprinkler system	500	0	9	\$1
Non-sprinkler AES present	1,400	1	38	\$3
Partial system AES present	900	5	40	\$25
AES not in fire area and did not operate	500	0	28	\$24
<b>None present</b>	<b>318,500</b>	<b>2,587</b>	<b>10,408</b>	<b>\$6,907</b>
<b>Total</b>	<b>344,900</b>	<b>2,616</b>	<b>11,036</b>	<b>\$7,153</b>

**Fires in Homes with Sprinklers vs. with No AES**

Figure 19 shows that the civilian death rate per 1,000 reported fires was 88 percent lower in homes with sprinklers than in homes with no AES during 2015–2019. These rates are based only on the reported presence or absence of an AES; operation was not considered.

**Figure 19. Civilian death rates per 1,000 fires in homes with sprinklers vs. with no AES: 2015–2019**

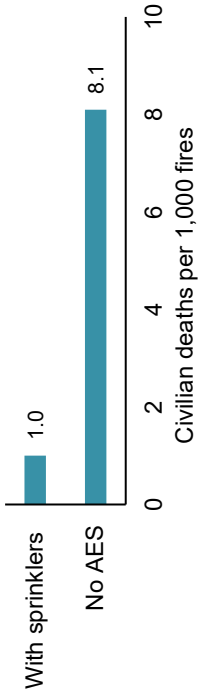


Figure 20 shows that the civilian injury rate per 1,000 reported fires was 28 percent lower in homes with sprinklers than in homes with no AES. In many cases, the injuries occurred in fires that were too small to activate the sprinkler system. In others, someone was injured while trying to fight the fire in the initial moments before the sprinklers operated. A 2012 Fire Protection Research Foundation study found that sprinkler presence was associated with a 53 percent reduction in the medical cost of civilian injuries per 100 home fires.<sup>16</sup>

**Figure 20. Civilian injury rates per 1,000 fires in homes with sprinklers vs. with no AES: 2015–2019**

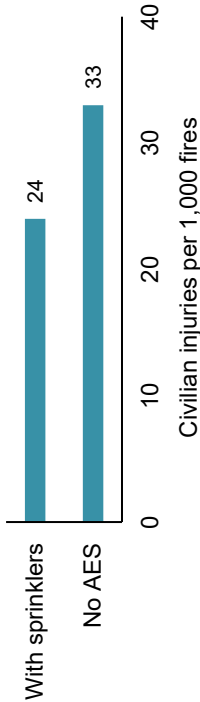
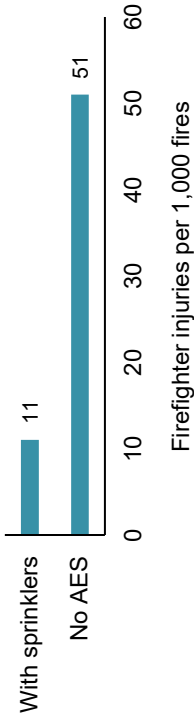


Figure 21 shows that the average firefighter fireground injury rate per 1,000 reported home fires was 78 percent lower when sprinklers were present than in fires with no AES.

**Figure 21. Firefighter injury rates per 1,000 fires in homes with sprinklers vs. with no AES: 2015–2019**



When sprinklers were present in reported home fires, the average property loss per fire was 62 percent lower than the average in homes with no AES. See Figure 22.

**Figure 22. Average loss per fire in homes with sprinklers vs. with no AES: 2015–2019**

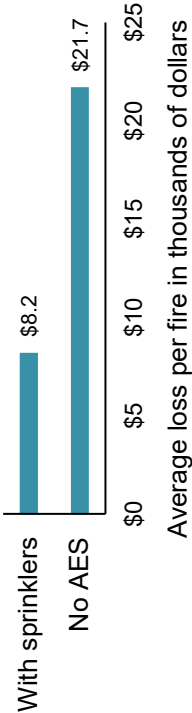
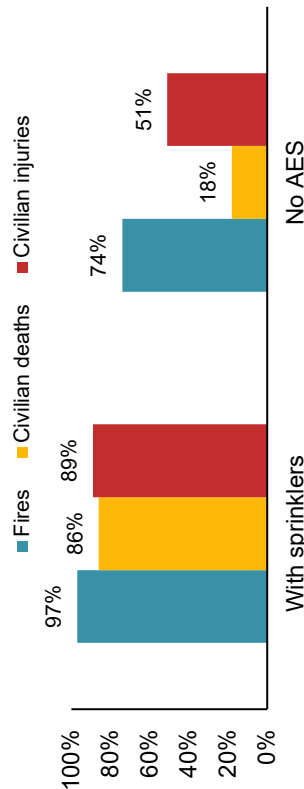


Figure 23 shows that when sprinklers were present, almost all of the fires were confined to the object or room of origin. The majority of civilian deaths and injuries resulting from fires in homes with sprinklers were caused by these fires. In home fires that lacked AES, only three-quarters of the fires were confined to the object or room of origin. Only one in five deaths and half of the injuries in home fires with no AES present resulted from such fires.

**Figure 23. Percent of home fires, injuries, and casualties resulting from fires confined to object or room of origin: 2015–2019**



In rare cases, sprinklers may contain or even extinguish fires that cause fatal injuries. These injuries can occur *before* the fire’s heat reaches a sprinkler. In some situations, the victim might be unable to move out of harm’s way.

- An alarm monitoring company notified a fire department of a fire in a 12-story New York apartment building. By the time firefighters arrived, a wet pipe sprinkler system had operated and extinguished most of the fire in a third-floor apartment. A bed in the living room had been ignited by smoking materials. A male resident with a mobility impairment was severely burned and died at the hospital.<sup>17</sup>

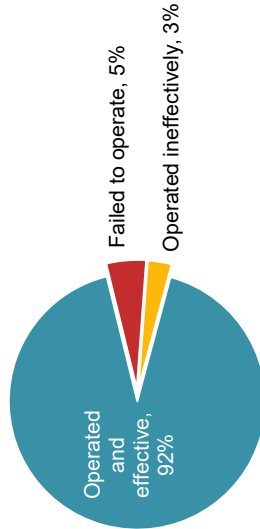
### Sprinkler Operation, Effectiveness, and Issues in Home Fires

Figure 24 shows that sprinklers operated in 95 percent of the home fires in which sprinklers were present and the fires were considered large enough to activate them.<sup>i</sup> They were effective at controlling the fire in 97 percent of the fires in which they operated. Taken together, sprinklers

<sup>i</sup> These calculations exclude fires with confined structure fire incident types (NFIRS incident types 113–118). Among confined fires in which sprinklers were present, the fire was too small to activate the sprinklers 69 percent of the time, the sprinklers operated and were effective in 27 percent of total fires with sprinklers (and in 99 percent of the fires in which sprinklers operated), and the sprinklers failed to operate 3 percent of the time. Since these fires are, by definition, confined, it is likely that a substantial share of the fires in which the sprinklers were said to fail, were, in fact, too small to cause the sprinkler to operate. The 34 percent of non-confined fires (NFIRS incident types 110–123, except for 113–118) that were too small to activate the sprinklers and the 1 percent of non-confined structure fires in which sprinkler operation was unclassified were also excluded.

operated effectively in 92 percent of the fires large enough to trigger them.

**Figure 24. Sprinkler operation and effectiveness in home fires: 2015–2019**



Sprinklers protect occupants and property in many circumstances. Sometimes, no one is home or everyone has safely evacuated. Operating sprinklers can also protect a building and its occupants from incendiary fires. Fires that start on the exterior of a building can be particularly challenging, as they can enter into concealed spaces and spread before smoke alarms sound to alert occupants. Sprinkler protection for balconies can limit the damage from these fires. The following are several examples of such scenarios:

- One sprinkler operated to extinguish a grease fire that spread to the overhead cabinets in the kitchen of a second-floor Arizona apartment. The resident had gone outside while cooking and learned of the fire when an outdoor sprinkler alarm sounded. Another building resident called 911 to report the sprinkler activation and burning odor.<sup>18</sup>
- A dry pipe sprinkler system extinguished a fire in a second-floor unit in a three-story university apartment building in Colorado. A candle had been left burning unattended when the occupant left the unit. A

drape on an open window ignited when it was blown over the candle. The fire spread to the window blinds and papers on the desk before it was extinguished.<sup>19</sup>

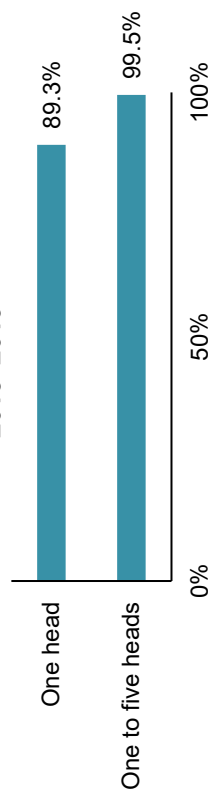
- While firefighters were responding to a late afternoon fire alarm with smoke reported on the second floor of a four-story Oregon apartment building, they were informed that residents on the second and fourth floors had mobility impairments and would need help to evacuate. After they arrived, they found that the sprinkler system had extinguished an incendiary fire in a second-floor laundry room.<sup>20</sup>
- A 24-unit Texas apartment building was protected by a wet pipe sprinkler system installed under the provisions of NFPA 13R, *Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies*. Discarded smoking materials ignited a plastic container on a third-floor balcony. The fire spread to an outdoor couch and upward and sideways on the balcony until a sidewall sprinkler activated and contained the fire. Firefighters completed extinguishment when they arrived. The exterior fire did not activate smoke alarms inside the building.<sup>21</sup>

As in structure fires overall, when home sprinklers failed to operate, it was usually because the system had been shut off. This was true in a 2015 California single-family home fire that killed a young woman. The property's sprinkler system, installed to the requirements of NFPA 13D, *Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes*, had been shut off at some point before the fire.<sup>22</sup>

<sup>i</sup> In this analysis, the term *smoke alarm* also includes smoke detectors that are part of a system.

Figure 25 shows that in nearly all the home fires in which operating sprinklers were present, five or fewer individual sprinklers operated.

**Figure 25. Percent of home fires with operating sprinklers in which one or one to five operated: 2015–2019**

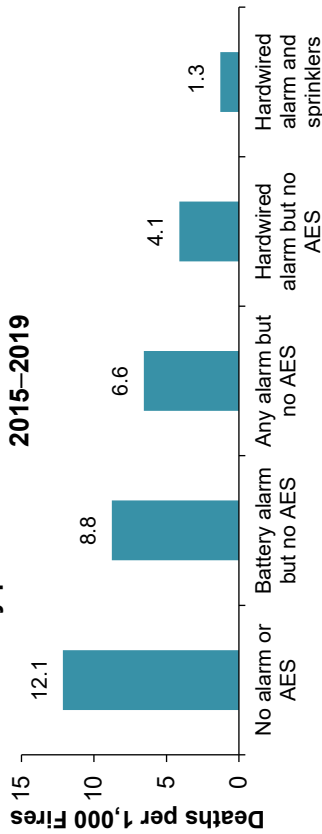


### Impact of Smoke Alarm and Sprinkler Presence on Death Rates per 1,000 Home Fires

The lowest home fire death rate per 1,000 reported fires was found in homes with sprinkler systems and hardwired smoke alarms.<sup>i</sup> Figure 26 shows that compared to reported home fires (*including* properties under construction) in which no smoke alarms or AES was present, the death rate per 1,000 reported fires was:

- 28 percent lower when battery-powered smoke alarms were present, but AES protection was not
- 46 percent lower when smoke alarms with any power source were present but AES protection was not
- 66 percent lower when hardwired smoke alarms were present but AES protection was not
- 89 percent lower when sprinklers and hardwired smoke alarms were present

**Figure 26. Average fire death rate per 1,000 reported home structure fires by presence of smoke alarms and AES: 2015–2019**



Note that these rates are based on the *presence* of various types of fire protection; operation was not considered. Minor fires in homes with monitored smoke alarms are more likely to result in a fire department response than comparable fires in homes with unmonitored smoke alarms. Smoke alarms in monitored systems are generally hardwired.

### Unwanted Activations

Fire departments responded to an estimated average of 4,700 non-fire activations of home fire sprinklers per year caused by a system failure or malfunction and 5,400 unintentional sprinkler activations per year in 2015–2019. According to the *NFIRS 5.0 Complete Reference Guide*<sup>23</sup>, sprinkler failures or malfunctions include “any failure of sprinkler equipment that leads to sprinkler activation with no fire present.” The category “excludes unintentional operating caused by damage to the sprinkler system,” which should be considered unintentional activations. Unintentional activations include “testing the sprinkler system without fire department notification.”

Forty-eight percent of the home sprinkler activations resulting from system failures or malfunctions and 38 percent of the unintentional home sprinkler activations occurred in the winter months of December, January, and February.

## Conclusions and Further Reading

Sprinklers are a very reliable and effective part of fire protection. Their impact is most visible in the reduction of civilian fire deaths per 1,000 reported fires when sprinklers are present compared to fires without AES. Notable reductions can also be seen in the injury rates, in most occupancies, in the average loss per fire. Increasing the use of sprinklers can reduce loss of life and property damage caused by fire.

NFPA standards provide essential guidance on the installation, inspection, testing, maintenance, and integration of sprinklers with other systems, as well as for evaluating needs when an occupancy changes use or contents. See the following standards for more information:

- NFPA 13, *Standard for the Installation of Sprinkler Systems*
- NFPA 13D, *Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes*
- NFPA 13R, *Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies*
- NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. See NFPA 25 for minimum inspection, testing, and maintenance requirements for sprinkler systems.
- NFPA 4, *Standard for the Integrated Fire Protection and Life Safety Systems Testing*. See NFPA 4 for test protocols to ensure that the fire protection and life safety systems will function correctly together.
- NFPA 1, *Fire Code*. NFPA 1 includes evaluation requirements for assessing the adequacy of existing sprinkler systems if the use or contents of a space have changed.

Resources to help reduce the home fire death toll by increasing the number of new one- and two-family homes protected by sprinklers are available from the [NFPA Fire Sprinkler Initiative](#).

## Methodology

The statistics in this analysis are estimates derived from the US Fire Administration's (USFA's) [National Fire Incident Reporting System](#) (NFIRS) and the National Fire Protection Association (NFPA) annual survey of US fire departments. Fires reported to federal or state fire departments or industrial fire brigades are not included in these estimates. Unless otherwise specified, properties under construction were excluded from the analysis.

The NFPA fire department experience survey provides estimates of the big picture. NFIRS is a voluntary system through which participating fire departments report detailed factors about the fires to which they respond.

To compensate for fires reported to local fire departments but not captured in NFIRS, scaling ratios are calculated and then applied to the NFIRS database using the formula below:

$$\frac{\text{NFPA's fire experience survey projections}}{\text{NFIRS totals}}$$

NFPA also allocates unknown data proportionally to compensate for fires for which information was undetermined or not reported.

Fires in which partial sprinkler systems were present and fires in which sprinklers were present but failed to operate because they were not in the fire area were excluded from the estimates of presence and operation.

Fires with one of the six NFIRS confined fire incident types were included in estimates of sprinkler presence, fire spread, and sprinklers operating, but not of operation or effectiveness in general. Information on methodology is provided in more detail at the end of this report.

Confined structure fires in NFIRS include confined cooking fires, confined chimney or flue fires, confined trash fires, confined fuel burner or boiler fires, confined commercial compactor fires, and confined incinerator fires (NFIRS incident types 113–118). Losses are generally minimal in these fires, which, by definition, are assumed to have been limited to the object of origin. Although detailed data about detection is not required for these fires, it is sometimes available.

Raw NFIRS data for 2015–2019, excluding properties under construction, contained a total of 7,737 confined structure fires (1 percent of total confined fires) in which some type of AES was present and 34,919 confined structure fires (4 percent of total confined fires) in which none was present. AES presence was undetermined or left blank for 95 percent of the confined structure fires. A total of 4,355 confined fires with AES present indicated wet pipe, dry pipe, or other sprinklers were present. The AES type was undetermined or not reported in 2,338 confined fires with AES present. Sprinkler operation when present was known in a total of 92 percent (3,793) of the confined fires in which sprinklers were present. Sprinkler operation for confined fires was used to calculate the number of sprinklers that operated in fires in which sprinklers operated but not for overall estimates of operation or effectiveness.

The raw NFIRS data for 2015–2019 contained a total of 53,859 non-confined structure fires (NFIRS incident type 110–123, excluding incident types 113–118) in which AES presence was known. A total of 103 civilian deaths; 2,137 civilian injuries; and \$3.8 billion in direct property damage were associated with these fires. AES presence was known for 97 percent of the non-confined fires, 90 percent of the deaths, 95 percent of the injuries, and 99 percent of the direct property damage. The AES type was known in 67 percent of the non-confined fires, 80 percent of the deaths, 81 percent of the injuries, and 84 percent of the associated property loss when AES was present.

When sprinklers were present in non-confined structure fires, sprinkler operation was known for a five-year raw total of 27,151 fires associated with 57 deaths; 1,426 injuries; and \$2.6 billion in direct property damage. When present, sprinkler operation was known for 84 percent of the non-confined fires, 72 percent of the deaths, 89 percent of the injuries, and 89 percent of the direct property damage. (“Operation of AES, other” was considered unknown.)

When AES was coded as present, but failed to operate, and the reason given was “fire not in the area protected,” NFPA recoded the AES presence to

“Not in fire area; did not operate.” These incidents and incidents coded to indicate the presence of partial systems were excluded from further analysis. Property damage has not been adjusted for inflation. In most cases, fires are rounded to the nearest ten, civilian deaths and injuries are rounded to the nearest one, and direct property damage is rounded to the nearest million dollars. Less rounding is used when the numbers are smaller.

For more information on the methodology used for this report see, *How NFPA's National Estimates Are Calculated for Home Structure Fires*.

## Acknowledgments

The National Fire Protection Association thanks all the fire departments and state fire authorities who participate in the National Fire Incident

Reporting System (NFIRS) and the annual NFPA fire experience survey. These firefighters are the original sources of the detailed data that makes this analysis possible. Their contributions allow us to estimate the size of the fire problem.

We are also grateful to the US Fire Administration for its work in developing, coordinating, and maintaining NFIRS.

Thanks also to Ben Evarts for providing the estimates of unwanted activations.

To learn more about research at NFPA, visit [nfpa.org/research](http://nfpa.org/research). Email: [research@nfpa.org](mailto:research@nfpa.org). NFPA No. USS14-REV

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<sup>12</sup> *National Fire Incident Reporting System Complete Reference Guide* (US Fire Administration, National Fire Data Center, 2015) 3-27/3-28.

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<sup>18</sup> Richard Campbell, “Firewatch: Sprinkler Extinguishes Kitchen Fire at Apartment Complex,” *NFPA Journal*, January/February 2017.

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<sup>21</sup> Richard Campbell, “Firewatch: Sprinklers Limit Fire Damage at Apartment Complex, Texas,” *NFPA Journal*, September/October 2018.

<sup>22</sup> NFPA’s Fire Incident Data Organization (FIDO) report.

<sup>23</sup> *National Fire Incident Reporting System Complete Reference Guide* (US Fire Administration, National Fire Data Center, 2015) 3-27/3-28.

January 5<sup>th</sup>, 2023

Courtney Smith  
Community Development Director  
City of Tucker

Dear Ms. Smith,

This letter acknowledges receipt of City of Tucker letters dated December 19<sup>th</sup> 2022 with proposed local amendments to the Georgia State Minimum Standard Codes, particularly the International Building Code, 2018 Edition and the International Property Maintenance Code, 2018 Edition. You have requested the Department of Community Affairs (DCA) review the proposed amendment(s) and comment in accordance with the Official Code of Georgia Annotated (O.C.G.A.), Title 8, Chapter 2, Article 1, and Part 2.

The Uniform Codes Act, O.C.G.A. § 8-2-25 (c) (1), requires such amendment(s) to be not less stringent than the State Minimum Standard Codes for Construction and they be based on local climatic, geologic, topographic or public safety factors. The Act also requires the local government to demonstrate a local need by submitting in writing the legislative findings of the governing body and such other documentation it deems necessary/helpful in justifying the proposed amendment(s).

Legislative findings should take the form of analysis or special studies, conducted by the local government, which would support the need for a particular local code amendment. If such detailed material is not available, documentation of legislative findings must, at a minimum, consist of a resolution adopted by the governing authority which indicates: (a) the governing authority has reviewed the proposed local code amendment(s) being submitted to the Department; (b) the governing authority has found each of the proposed amendment(s) to be not less stringent than the State Minimum Standard Codes; (c) the reason(s) the local government feels each amendment is needed and which of the aforementioned localized factors (i.e., climate, geology, topography or public safety) is causing the need for the local amendment; and (d) the local government is requesting the Department to review the proposed local amendment(s) in accordance with the Act.

Accordingly, the Department may respond to your proposed amendment(s) in one of three ways: 1) the Department recommends adoption of the amendment; 2) the Department does not recommend adoption of the amendment; or 3) the Department has no comment. Whenever the Department has made no comment, there was either no evidence of legislative findings and/or other supporting documentation justifying the requirement provided for the Department to make a decision regarding the amendment or the requirement was an administrative procedure, or the requirement was not code related.

City of Tucker  
Page 2  
January 5<sup>th</sup>, 2023

Therefore, we have reviewed your amendment(s) and we offer the following recommendations and comments for consideration by your local governing body.

1. International Building Code Section 903.3.1.2; Regarding edits, the Department has no comment.
2. International Property Maintenance Code Sections 101.1, 103.5, 112.4, 302.4, 304.14, 602.3, and 602.4; Regarding edits, the Department has no comment.

Per O.C.G.A. 8-2-25 (c) (4), Georgia law requires no local amendment to the State Minimum Standard Codes shall become effective until the local governing body has caused a copy of the adopted amendment to be filed with this Department. Accordingly, we request you submit a copy of your final adopting ordinance for our records.

If you have questions regarding this matter, please contact me at (404) 679-3118 or by email at [ted.miltiades@dca.ga.gov](mailto:ted.miltiades@dca.ga.gov).

*Ted Miltiades*

Sincerely,  
Ted Miltiades, Director  
Office of Construction Codes

House Bill 876 (AS PASSED HOUSE AND SENATE)

By: Representatives Corbett of the 174<sup>th</sup>, Nimmer of the 178<sup>th</sup>, Powell of the 171<sup>st</sup>, England of the 116<sup>th</sup>, McCall of the 33<sup>rd</sup>, and others

A BILL TO BE ENTITLED  
AN ACT

To amend Code Section 8-2-25 of the Official Code of Georgia Annotated, relating to state-wide application of minimum standard codes, adoption of more stringent requirements by local governments, adoption of standards for which state code does not exist, and exemptions for farm buildings and structures, so as to prohibit counties and municipalities from proscribing the use of wood in the construction of buildings when state minimum standard codes are otherwise met; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

**SECTION 1.**

Code Section 8-2-25 of the Official Code of Georgia Annotated, relating to state-wide application of minimum standard codes, adoption of more stringent requirements by local governments, adoption of standards for which state code does not exist, and exemptions for farm buildings and structures, is amended by adding a new subsection to read as follows:  
“(c.1) Notwithstanding subsection (c) of this Code section, no county or municipality shall prohibit the use of wood as a construction material so long as such use conforms to all applicable state minimum standard codes and the Georgia State Fire Code.”

**SECTION 2.**

All laws and parts of laws in conflict with this Act are repealed.



## MEMO

To: Honorable Mayor and City Council Members  
From: Ted Baggett, City Attorney  
CC: Tami Hanlin, City Manager  
Date: March 8, 2023  
RE: Memo for Consideration of Private Probation Services Contract for Municipal Court

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### **Description for on Agenda:**

Contract for Probation Services

### **Issue:**

Should the City Council approve the contract with Private Probation Services so that they may continue to serve the City of Tucker Municipal Court.

### **Recommendation:**

The City Council should approve the contract with Private Probation Services (PPSI).

### **Background:**

O.C.G.A. Section 42-8-102(b) provides that upon the express written consent of the judge of the municipal court, the governing authority of the city may approve a contract for private probation services. PPSI has provided private probation services to the city court since its inception. Because private probation companies are heavily regulated by state statute and the regulations of the Misdemeanor Probation Oversight Unit (MPOU) of the Georgia Department of Community Supervision most of the terms in the contract are dictated by state law. Almost all defendants sentenced to probation have been adjudicated on state traffic misdemeanor offenses and are placed on "pay only probation." Pay only probation, which arose from state level criminal justice reforms a few years ago, means that even if a defendant is placed on probation for twelve months to give them time to pay off their fines, they only have to pay three months of probation supervision fees. The basic probation supervision fees provided for in the contract of \$45 per month are collected from defendants given a sentence that includes probation.

### **Summary:**

Chief Judge Nicholas has consented to the agreement and the company appears to be serving the city well. Approval of the agreement will allow the city to continue to work with PPSI to manage cases where defendants are sentenced to probation in municipal court.

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Tucker, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Tucker Municipal Court (hereinafter referred to as the "Court").

**WITNESSETH:**

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

**DESIGNATION BY THE CITY**

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

**SCOPE OF SERVICES**

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

### **PRETRIAL INTERVENTION AND DIVERSION PROGRAM**

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Tucker Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

### **PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 1st day of April, 2023, and shall continue with a specific expiration date of the 31<sup>st</sup> day of March, 2024. The contract shall automatically renew for specific one-year terms on April 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on March 31<sup>st</sup>, 2028. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

### **PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

### **DEFICIENCIES IN SERVICE, TERMINATION**

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

## **DISPUTES**

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Tucker Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

## **TRANSFER OF OPERATIONS**

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

## **RIGHT TO REQUIRE PERFORMANCE**

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **ACCESS TO BOOKS AND RECORDS**

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

## **INSURANCE**

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

## **INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

## **ASSIGNMENT**

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

## **VALIDITY**

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

## **NOTICE**

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:	The City of Tucker 1975 Lakeside Parkway Suite 350B Tucker, GA 30084
As to PPSI:	Professional Probation Services, Inc. 327 South Hill Street, Building A Buford, GA 30518 Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

**ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

**THE CITY OF TUCKER**

**PROFESSIONAL PROBATION SERVICES, INC.**

\_\_\_\_\_  
Frank Auman, Mayor

\_\_\_\_\_  
Keith Ward, CEO

**APPROVED BY THE TUCKER MUNICIPAL COURT**

  
\_\_\_\_\_  
Steve W. Nicholas, Chief Judge



## Specifications for Services

<b>Pay-Only Probation Supervision</b>	<b>\$45.00 per month.</b> The pay-only probation supervision fees shall be capped, per O.C.G.A. §42-8-103.
<b>Basic Probation Supervision</b>	<b>\$45.00 per month</b>
<b>Intensive Probation Supervision</b>	<b>\$50.00 per month</b>
<b>Indigent Supervision</b>	<b>\$0.00 – As determined and ordered by the Court</b>
<b>Pre-Trial/Diversion Supervision</b>	<b>\$45.00 per month</b>
<b>Electronic Monitoring</b>	<b><u>\$50.00 Installation Fee +</u></b>  RF House Arrest: \$6.75 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
<b>Alternative GPS Monitoring with Victim Notification</b>	<b>Shepherd System (or similar) Smart Phone Application</b> <b>\$55.00/\$85.00 Enrollment Fee +</b> <b>\$4.50 - \$5.50 per day</b>
<b>On-Site, Multi-Panel Drug Screen</b>	<b>\$25.00</b>
<b>Alcohol Test – Breathalyzer</b>	<b>\$25.00</b>
<b>On-Site EtG Test</b>	<b>\$25.00</b>
<b>Laboratory Confirmation Test</b>	<b>\$25.00</b>
<b>Termination Letter Administrative Fee</b>	<b>\$10.00 (If applicable)</b>
<b>Community Service Work Coordination</b>	<b>No Cost</b>
<b>Restitution Collection - Direct Disbursement to Victim</b>	<b>No Cost</b>
<b>Court and On-Line Access to the PPSI Offender Management Computer Program</b>	<b>No Cost</b>
<b>Transfer of Supervision</b>	<b>For 24/7 Internet Access to all Offender Data and Activity</b> <b>No Cost to any of our more than 40 locations nationwide</b>
<b>Resume and Interview Skills Development with Job Placement Assistance</b>	<b>No Cost</b>
<b>Indemnification of the Court, and Naming the Court as an Additional Insured</b>	<b>No Cost – Professional and General Liability</b>



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Courtney Smith, Community Development Director  
**CC:** Tami Hanlin, City Manager  
**Date:** March 6, 2023  
**RE:** Memo for Contract Award – Housing Study (RFP 2023-003)

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### **Description for on Agenda:**

Consideration of contract approval for Housing Study (RFP 2023-003).

### **Issue:**

The City of Tucker requested proposals for a data driven housing study which will help decision makers, stakeholders, and community members develop a meaningful sense of the current state of our local housing market. This will be the first of a two-phase process which will ultimately identify recommendations and next steps to address housing needs identified by the data obtained.

### **Recommendation:**

Staff recommends that the contract for the Housing Study be awarded to KB Advisory Group.

### **Background:**

Once approved, the project will kick off on April 3<sup>rd</sup> and will take approximately 20 weeks to complete. Two community open houses will be held over the course of the project. KB Advisory has contracted with Lord Aeck Sargent to complete the structural assessment and public engagement portions of the project.

### **Project objectives include:**

- Examine Tucker's housing conditions by looking at data relating to available housing stock and cost.
- Provide an overview of essential demographic and economic data to serve as the foundation to understanding Tucker's housing market, including housing expenditures.
- Complete a residential supply assessment.
- Review and analyze residential development data/trends since the city incorporated in 2016.
- Analyze livability of existing housing stock, specifically older multifamily developments and extended stay hotels.
- Provide data on senior housing, accessible dwelling units, build to rent products, and institutionally owned rental housing within the City of Tucker.
- Survey existing residents on their housing options, characteristics, concerns, needs, etc.
- Housing inventory should look at housing options within a one-to-two-mile radius of the City of Tucker, including

potential areas for annexation.

- Provide peer city comparison data.
- Provide estimate for housing production potential within the City of Tucker.
- Identify key trends driving demand for housing in Tucker.

**Financial Impact:**

\$74,700 will be funded out of 300-7210-52.13000-CD2303 - TUCKER COMPREHENSIVE HOUSING STUDY



**CONTRACT AGREEMENT  
RFP #2023-003 HOUSING STUDY**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_; by and between The City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia and ("Contractor") KB ADVISORY GROUP located at 1447 PEACHTREE STREET NE, SUITE 610, ATLANTA, GA 30309.

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

WHEREAS, the City of Tucker has caused **Request for Proposal (RFP) #2023-003** to be issued soliciting proposals from qualified Consultants to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Consultant") is required to provide the services as called for in the specifications; and

WHEREAS, the Consultant submitted a response to the **RFP #2023-003**; and

WHEREAS, the Consultant's submittal was deemed by the City of Tucker to be the most responsive and responsible bidder qualified 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 - E-VERIFY AFFIDAVIT**  
**EXHIBIT F- CONTACT INFORMATION**  
**EXHIBIT G - ADDENDUMS**

## **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 services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$74,700.00**.

Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for 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 services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

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

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

#### **4.0 Duration of Contract**

The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution 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.

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

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

#### **5.0 Independent Contractor**

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

#### **6.0 Indemnification**

- 6.1 The Contractor agrees to indemnify and hold harmless the City, its public officials, officers, employees, and agents from and against any and all damages, losses, or expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or its agents, subcontractors or employees utilized by the Contractor in the performance of this Contract.
- 6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

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

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

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

### **7.1 Final Completion, Acceptance, and Payment**

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

## **8.0 Changes**

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

## **9.0 Change Order Defined**

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

## **10.0 Insurance**

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

## **11.0 Termination**

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

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

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

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

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

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

11.4. Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination

for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the

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

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

## **12.0 Claims and Dispute Resolution**

### **12.1 Claims Procedure**

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an

equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.

- (ii) Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,
- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (vi) After Contractor has submitted a fully-documented Claim 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

- i) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its subcontractors.
- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  - 2. Disputes over \$30,000 shall be conducted in accordance with the Construction

Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

- All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
- If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or 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 subcontractors employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c. Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

#### **16.0 Assignment**

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

#### **17.0 Amendments in Writing**

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

#### **18.0 Drug-Free and Smoke-Free Workplace**

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

#### **19.0 Additional Terms**

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

## **20.0 Antitrust Actions**

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

## **21.0 Reporting Requirement**

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

## **22.0 Governing Law**

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

## **23.0 Entire Agreement**

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

## **24.0 Special Terms and Conditions**

24.1 Contractor shall comply with copyright law and bear all responsibility for doing so.

24.2 All written work product designed for the City shall be jointly owned by both parties.

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

CITY OF TUCKER: CONTRACTOR: **KB ADVISORY GROUP**

By: _____	By: _____
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

Attest:

_____ Bonnie Warne, City Clerk	(Seal)
-----------------------------------	--------

Approved as to form:

_____ Ted Baggett, City Attorney
-------------------------------------

**EXHIBIT A**  
**City of Tucker Request for Proposal**  
**RFP# 2023-003-Housing Study**

**Purpose**

The City of Tucker is requesting proposals for a data driven housing study which will help decision makers, stakeholders, and community members develop a meaningful sense of the current state of our local housing market. This will be the first of a two-phase process which will ultimately identify recommendations and next steps to address housing needs identified by the data obtained.

**Background**

The City of Tucker is approximately 20.4 square miles and is located in the northeastern portion of DeKalb County. The city is one of the largest incorporated areas land wise within DeKalb County and has a population of approximately 38,417. Tucker has a unique housing stock with more than half of the homes in the city being constructed between 1960-1979, and over 60% of the housing stock being constructed prior to 1980. Since incorporation in 2016, fifteen new neighborhoods (SFD and/or SFA) have been developed (completed and under construction). Two new multifamily developments have also been constructed, with two more currently in the permitting stage.

**Project Objectives (include but are not limited to)**

- Examine Tucker's housing conditions by looking at data relating to available housing stock and cost.
- Provide an overview of essential demographic and economic data to serve as the foundation to understanding Tucker's housing market, including housing expenditures.
- Complete a residential supply assessment.
- Review and analyze residential development data/trends since the city incorporated in 2016.
- Analyze livability of existing housing stock, specifically older multifamily developments and extended stay hotels.
- Provide data on senior housing, accessible dwelling units, build to rent products, and institutionally owned rental housing within the City of Tucker.
- Survey existing residents on their housing options, characteristics, concerns, needs, etc.
- Housing inventory should look at housing options within a one-to-two-mile radius of the City of Tucker, including potential areas for annexation.
- Provide peer city comparison data.
- Provide estimate for housing production potential within the City of Tucker.
- Identify key trends driving demand for housing in Tucker.

**Resources**

- Housing Density Study, June 2018
- Census Data; American Community Survey
- BS&A Permitting Data

### **Public Engagement/Meetings**

- Online community survey
- Two in-person community meetings
- In-person/field inventory of housing
- Up to 3 public meetings with Mayor and City Council, including work sessions

### **Deliverables**

- Completed housing study
- Maps identifying key findings

### **Evaluation and Selection Criteria**

The city will review all proposals submitted. The city, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the city, price and other factors being considered. The following are the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

1. *Project Understanding and Approach – 40 points*  
Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and the desired outcomes for the project.
2. *Similar Experience – 30 points*  
Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages a piece) describing three projects that best match the scope and desired outcomes for this project. Each case studies should highlight any similarities to the proposed Tucker project. For each case study, a reference and contact information should be provided. The city may request samples of the comparative works during the proposal review process.
3. *Project Personnel – 20 points*  
Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or in fields necessary to complete the proposed scope of work.
4. *Pricing – 10 points*  
*Successful proposers will provide their most competitive pricing.*



# City of Tucker

## HOUSING STUDY

**RFP #2023-003 Lump Sum Cost PROPOSAL from  
KB Advisory Group**

**Revised and Resubmitted March 3, 2023 by Team Members**

KB Advisory Group and  
Lord Aeck Sargent



**KB** | ADVISORY GROUP

LORD  
AECK  
SARGENT

# SECTION 5

## COST

### Lump Sum Proposal (Revised as requested on March 3, 2023)

STEP 1	KB	LAS	TOTAL	Week:
Project Management	\$7,000	\$5,000	\$12,000	Ongoing
“Site” Visit	\$2,000	\$2,000	\$4,000	1
Community Open House #1	\$3,000	\$6,500	\$9,500	3
Housing Survey	\$3,000	\$6,000	\$9,000	3-7
Defining Affordable Housing	\$2,000	\$1,000	\$3,000	4
Supply Data Collection	\$5,000	\$2,700	\$7,700	1-4
Economic and Demographic Data	\$3,500		\$3,500	1-4
Peer City Analysis	\$5,000		\$5,000	5-7
Defining Senior Housing	\$2,000		\$2,000	7-8
Housing Demand Analysis	\$4,500		\$4,500	9-11
Community Open House #2	\$3,000	\$6,500	\$9,500	12
Reporting and Production	\$3,000	\$2,000	\$5,000	13-14
<b>GRAND TOTAL</b>	<b>\$43,000</b>	<b>\$31,700</b>	<b>\$74,700</b>	

## RFP #2023-003 FORMS for Submittal Requirements

FORMS

KB Advisory Group  
W-9

**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](http://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.  
**Bleakly Advisroy Group, Inc. dba KB Advisory Group**

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) ▶

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.  
**1447 Peachtree Street, NE, Suite 610**

6 City, state, and ZIP code  
**Atlanta, Ga 30309**

7 List account number(s) here (optional)

Requester's name and address (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

5 8 - 2 6 1 2 3 4

or

Employer identification number

5 8 - 2 6 1 2 3 4

**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 ▶ *Reepand H. Hook* Date ▶ *6/22/2022*

**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](http://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.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)



## EXHIBIT D

## RFP #2023-003 FORMS for Submittal Requirements

## FORMS

KB Advisory Group  
Certificate of Insurance

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2023

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

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

<b>PRODUCER</b> SANDY SPRINGS INSURANCE AGENCY, LLC P.O. Box 674103 Marietta GA 30006		<b>CONTACT NAME:</b> Kevin Smith <b>PHONE (A/C, No. Ext):</b> (404) 255-1700 <b>FAX (A/C, No):</b> (404) 255-1774 <b>E-MAIL ADDRESS:</b> kws@sandyspringsinsurance.com	
<b>INSURED</b> Bleakly Advisory Group, Inc. dba KB Advisory Group 1447 Peachtree Street NE, Suite 610 Atlanta GA 30309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HARTFORD FIRE IN CO 19682 <b>INSURER B:</b> HARTFORD INS CO OF THE MIDWEST 37478 <b>INSURER C:</b> GEMINI INS CO 10833 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20SBAAJ2886	10/02/2022	10/02/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			20SBAAJ2886	10/02/2022	10/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBAAJ2886	10/02/2022	10/02/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		20WECAT1898	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (retro date 6/8/2006)			VNPL080967	06/22/2022	06/22/2023	Per Claim \$1,000,000 Aggregate \$2,000,000 Deductible \$2,500

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

Real Estate Consulting Services.  
Request for Proposal - RFP# 2023-003 HOUSING STUDY

## CERTIFICATE HOLDER

## CANCELLATION

The 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 
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ACORD 25 (2016/03)

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## RFP #2023-003 FORMS for Submittal Requirements

## FORMS

KB Advisory Group  
E-Verify Affidavit

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Bleakly Advisory Group Inc dba KB Advisory Group
Solicitation/Bid number or Project Description:	RFP 2023-003 Housing Study for the City of Tucker, GA

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

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present 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:

162123

11.04.2008

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

Date of Authorization

Bleakly Advisory Group Inc dba KB Advisory Group

Name of Contractor

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

Geoff Koski

President

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

[Signature]

January 30, 2023

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30 DAY OF January, 2023

Liza Mueller

[NOTARY SEAL]

Notary Public

My Commission Expires: 02.11.2025

Elizabeth Mueller  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Commission Expires 02/11/2025



## RFP #2023-003 FORMS for Submittal Requirements

## FORMS

Lord Aeck Sargent  
E-Verify Affidavit

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

<b>Contractor Name:</b>	Lord Aeck Sargent Planning & Design, Inc.
<b>Solicitation/Bid number or Project Description:</b>	Tucker Housing Study / RFP #2023-003

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

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

1708548

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

Lord Aeck Sargent Planning & Design, Inc.

Name of Contractor

06/23/2021

Date of Authorization

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

Robert J. Begle

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Principal, Urban Design, Planning & Landscape Architecture

Title (of Authorized Officer or Agent of Contractor)

01/12/2023

Date Signed

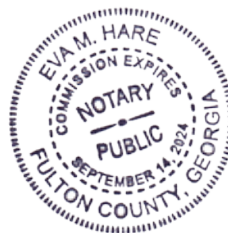
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF January, 2023

Notary Public

My Commission Expires: 09/14/2024

[NOTARY SEAL]



REVISED 10.25.2022



## RFP #2023-003 FORMS for Submittal Requirements

## FORMS

KB Advisory Group  
Contact Information

## Contact Information Form

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

Full Legal Name of Company: Bleakly Advisory Group Inc dba KB Advisory Group

Contractor Information:

Primary Contact Person: Geoff Koski

Title: President Telephone Number: 404-845-3550, ext. 1

Secondary Contact Person: Reagan Koski

Title: Chief Financial Officer Telephone Number: 404.242.3522

Address: 1447 Peachtree Street NE, Suite 610

City / State / Zip: Atlanta, GA 30309

Mailing Address (If different than above): \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-mail Address: geoff@kbagroup.com

Federal Employee ID Number (FEIN): 58-2661234



## RFP #2023-003 FORMS for Submittal Requirements

# FORMS

KB Advisory Group  
Acknowledgement of Addendum #1

### CITY OF TUCKER

#### ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

RFP #2023-003  
HOUSING STUDY

**Upon receipt, please print and add to your proposal**

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

COMPANY NAME: Bleakly Advisory Group Inc dba KB Advisory Group  
CONTACT PERSON: Geoff Koski  
ADDRESS: 1447 Peachtree Street NE, Suite 610  
CITY: Atlanta STATE: GA ZIP: 30309  
PHONE: 404.845.3550 ext. 1 FAX: 404.795.0707  
EMAIL ADDRESS: geoff@kbagroup.com  
[Signature] January 30, 2023  
SIGNATURE DATE

03/2022 Version



City of Tucker, Georgia

RFP 2023-003

Scoring Will Be Due on Wednesday, February 8, 2023 at 5pm

Housing Study

Average Scores	BOWEN	APD	BAE	KBA	ReGlobal
Project Understanding and Approach	26.67	30.00	33.33	33.33	20.00
Similar Experience	25.00	20.00	25.00	30.00	10.00
Project Personnel	11.67	13.33	16.67	16.67	10.00
Cost	8.33	0.00	7.50	5.83	0.83
Total Points	63.33	63.33	75.00	80.00	40.00



# City of Tucker

## HOUSING STUDY

**RFP #2023-003 Lump Sum Cost PROPOSAL from  
KB Advisory Group**

**Revised and Resubmitted March 3, 2023 by Team Members**

KB Advisory Group and  
Lord Aeck Sargent



**KB** | ADVISORY GROUP

**LORD  
AECK  
SARGENT**

# SECTION 5

## COST

### Lump Sum Proposal (Revised as requested on March 3, 2023)

STEP 1	KB	LAS	TOTAL	Week:
Project Management	\$7,000	\$5,000	\$12,000	Ongoing
“Site” Visit	\$2,000	\$2,000	\$4,000	1
Community Open House #1	\$3,000	\$6,500	\$9,500	3
Housing Survey	\$3,000	\$6,000	\$9,000	3-7
Defining Affordable Housing	\$2,000	\$1,000	\$3,000	4
Supply Data Collection	\$5,000	\$2,700	\$7,700	1-4
Economic and Demographic Data	\$3,500		\$3,500	1-4
Peer City Analysis	\$5,000		\$5,000	5-7
Defining Senior Housing	\$2,000		\$2,000	7-8
Housing Demand Analysis	\$4,500		\$4,500	9-11
Community Open House #2	\$3,000	\$6,500	\$9,500	12
Reporting and Production	\$3,000	\$2,000	\$5,000	13-14
<b>GRAND TOTAL</b>	<b>\$43,000</b>	<b>\$31,700</b>	<b>\$74,700</b>	



## RFP #2023-003 HOUSING STUDY

### BID SUBMISSION SHEET

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

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

<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1. Bowen National	1/26/2023 10:28AM	\$ 43,000.00
2. APD Urban Planning and Management	1/30/2023 5:39PM	\$283,900.00
3. BAE Urban Economics	1/31/2023 10:05AM	\$ 74,655.00
4. KB Advisory	1/31/2023 11:23AM	\$ <del>97,200.00</del> <b>\$74,700.00</b>
5. Residential Enhancements dba ReGlobal	1/31/2023 11:54AM	\$ 200,000.00

**See NOTE**

Opened/Verified by: Lisa Owen

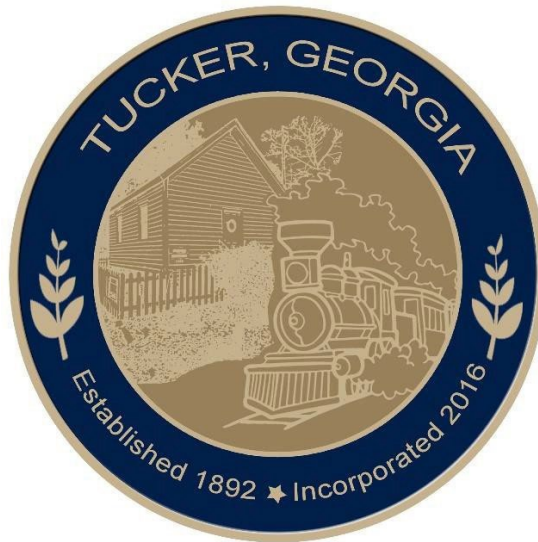
Courtney Smith

**NOTE: Revised price per negotiations with top-ranked finalist**

Request for Proposals  
RFP #2023-003

## HOUSING STUDY

## BID MANUAL



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

## City of Tucker Request for Proposal

### RFP# 2023-003 HOUSING STUDY

#### **INTRODUCTION**

The City of Tucker is requesting proposals for a data driven housing study which will help decision makers, stakeholders, and community members develop a meaningful sense of the current state of our local housing market. This will be the first of a two-phase process which will ultimately identify recommendations and next steps to address housing needs identified by the data obtained.

BID ACTIVITY SCHEDULE	
Release of RFP	Tuesday, January 3, 2023
Pre-Proposal Conference	Tuesday, January 10, 2023, at 3:00 PM
Deadline for Questions	Tuesday, January 17, 2023, at 5:00 PM EST
Responses to Questions Posted	Thursday, January 19, 2023, by 5:00 PM EST
Deadline for Proposals	Tuesday, January 31, 2023, at 12:00pm PM EST
Interviews (if necessary)	Week of February 12, 2023
Anticipated Award	March 13, 2023

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

**PRE-PROPOSAL CONFERENCE (optional):** The pre-bid conference will be Tuesday, January 10, 2023 at 3:00 PM at City Hall (1975 Lakeside Parkway, Suite 350, Tucker, GA 30084) or via Zoom <https://us02web.zoom.us/j/86723626663?pwd=eUNvOWNjaS9rZVVkdFM4Z3FGZmhLUT09>  
Meeting ID: 867 2362 6663  
Passcode: 479794

**QUESTIONS:** Submit in writing to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) reference RFP #2023-003

**ADDENDA:** Responses to the questions received will be by addenda and will be posted on the City website [www.tuckerga.gov](http://www.tuckerga.gov). The signed acknowledgement issued with the addendum must be submitted with the proposal. It is the offeror's responsibility to verify if any addenda were created.

**SUBMITTAL REQUIREMENTS:** Submit an electronic copy of the full proposal to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) no later than January 31, 2023, at 12:00pm. Be sure to name the proposal file with RFP #2023-003 and your company name.

**BID TABULATION:** A listing of submittals will be posted on the City's website: [www.tuckerga.gov](http://www.tuckerga.gov)

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

**City of Tucker**  
**RFP #2023-003 Housing Study**

**BID DOCUMENT SUBMITTAL REQUIREMENTS:**

1. Full Proposal including evidence of experience (case studies), personnel experience and understanding of the magnitude of the task.
2. Lump Sum Cost Proposal
3. W-9 Form (provided)
4. Certificate of Insurance
5. Contact Information Form (provided)
6. Acknowledgement of Addendum issued with each Addendum
7. E-Verify Affidavit form (provided)

**EXHIBIT A**  
**City of Tucker Request for Proposal**  
**RFP# 2023-003-Housing Study**

**Purpose**

The City of Tucker is requesting proposals for a data driven housing study which will help decision makers, stakeholders, and community members develop a meaningful sense of the current state of our local housing market. This will be the first of a two-phase process which will ultimately identify recommendations and next steps to address housing needs identified by the data obtained.

**Background**

The City of Tucker is approximately 20.4 square miles and is located in the northeastern portion of DeKalb County. The city is one of the largest incorporated areas land wise within DeKalb County and has a population of approximately 38,417. Tucker has a unique housing stock with more than half of the homes in the city being constructed between 1960-1979, and over 60% of the housing stock being constructed prior to 1980. Since incorporation in 2016, fifteen new neighborhoods (SFD and/or SFA) have been developed (completed and under construction). Two new multifamily developments have also been constructed, with two more currently in the permitting stage.

**Project Objectives (include but are not limited to)**

- Examine Tucker’s housing conditions by looking at data relating to available housing stock and cost.
- Provide an overview of essential demographic and economic data to serve as the foundation to understanding Tucker’s housing market, including housing expenditures.
- Complete a residential supply assessment.
- Review and analyze residential development data/trends since the city incorporated in 2016.
- Analyze livability of existing housing stock, specifically older multifamily developments and extended stay hotels.
- Provide data on senior housing, accessible dwelling units, build to rent products, and institutionally owned rental housing within the City of Tucker.
- Survey existing residents on their housing options, characteristics, concerns, needs, etc.
- Housing inventory should look at housing options within a one-to-two-mile radius of the City of Tucker, including potential areas for annexation.
- Provide peer city comparison data.
- Provide estimate for housing production potential within the City of Tucker.
- Identify key trends driving demand for housing in Tucker.

**Resources**

- Housing Density Study, June 2018
- Census Data; American Community Survey
- BS&A Permitting Data

### **Public Engagement/Meetings**

- Online community survey
- Two in-person community meetings
- In-person/field inventory of housing
- Up to 3 public meetings with Mayor and City Council, including work sessions

### **Deliverables**

- Completed housing study
- Maps identifying key findings

### **Evaluation and Selection Criteria**

The city will review all proposals submitted. The city, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the city, price and other factors being considered. The following are the evaluation criteria the city will consider in determining which proposal is most advantageous to the city:

1. *Project Understanding and Approach – 40 points*  
Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and the desired outcomes for the project.
2. *Similar Experience – 30 points*  
Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages a piece) describing three projects that best match the scope and desired outcomes for this project. Each case studies should highlight any similarities to the proposed Tucker project. For each case study, a reference and contact information should be provided. The city may request samples of the comparative works during the proposal review process.
3. *Project Personnel – 20 points*  
Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or in fields necessary to complete the proposed scope of work.
4. *Pricing – 10 points*  
*Successful proposers will provide their most competitive pricing.*

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		
or										
Employer identification number										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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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](http://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.

## Contact Information Form

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

Full Legal Name of Company: \_\_\_\_\_

Contractor Information:

Primary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address (If different than above): \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Employee ID Number (FEIN): \_\_\_\_\_



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

<b>Contractor Name:</b>	
<b>Solicitation/Bid number or Project Description:</b>	

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

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

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**CONTRACT AGREEMENT  
RFP #2023-003 HOUSING STUDY**

This Agreement made and entered into this [REDACTED] day of [REDACTED], in the year 20[REDACTED]; by and between The City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia and ("Vendor") [REDACTED] located at [REDACTED].

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 requested a cost estimate for the services from qualified Vendors to furnish all items, labor services, materials and appurtenances called for by them in accordance with the scope of services. Selected ("Vendor") is required to provide the services as called for in the specifications; and

WHEREAS, the Vendor submitted a response to the request for services for the scope of services; and

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

**EXHIBIT A - SCOPE OF SERVICE**

**EXHIBIT B - COST PROPOSAL**

**EXHIBIT C- W-9**

**EXHIBIT D - CERTIFICATE OF INSURANCE**

**EXHIBIT E - E-VERIFY AFFIDAVIT**  
**EXHIBIT F- CONTACT INFORMATION**  
**EXHIBIT G - ADDENDUMS**

## **2.0 Key Personnel**

The City of Tucker enters into this Agreement having relied upon Vendor'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 Vendor 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 Vendor will be paid for the services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$000.00**

**Billings.** If applicable, the Vendor shall submit, on a regular basis, an invoice for 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 Vendor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Vendor under the Contract. The Vendor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

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

- 3.2. Delay of Payment Due to Vendor's Failure.** If the City in good faith determines that the Vendor has failed to perform or deliver any service or product as required by the Contract, the Vendor 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 Vendor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Vendor'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 Vendor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

- 3.3.** Set-Off Against Sums Owed by the Vendor. In the event that the Vendor 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 Vendor in the City's sole discretion.

#### **4.0 Duration of Contract**

The Contract between the City and the Vendor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution 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.

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

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

#### **5.0 Independent Vendor**

- 5.1.** The Vendor shall be an independent Vendor. The Vendor is not an employee, agent or representative of the City of Tucker. The successful Vendor shall obtain and maintain, at the Vendor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Vendor 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 Vendor 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 Vendor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Vendor 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 Vendor shall assume full liability for any contracts or agreements the Vendor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

#### **6.0 Indemnification**

- 6.1** The Vendor agrees to indemnify and hold harmless the City, its public officials, officers,

employees, and agents from and against any and all damages, losses, or expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Vendor or its agents, subcontractors or employees utilized by the Vendor in the performance of this Contract.

- 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 Vendor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Vendor detailing how correction(s) will be made is required to be delivered to the City. Vendor 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 Vendor.

### **7.1 Final Completion, Acceptance, and Payment**

- i. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Vendor once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Vendor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Vendor and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Vendor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Vendor's failure to perform the work in accordance with the Contract Documents.
- iii. Acceptance of final payment by Vendor, or any subcontractor, shall constitute a waiver and release to City of all claims by Vendor, 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 Vendor, 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 Vendor 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 Vendor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 10.2 Vendor 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, Vendor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

## **11.0 Termination**

- 11.1. Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Vendor 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 Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Vendor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Vendor furnished any statement, representation or certification which is materially

false, deceptive, incorrect or incomplete.

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

- (i) The Vendor 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 Vendor;
- (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the contract;
- (iv) The Vendor 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 Vendor terminates or suspends its business; or the City reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Vendor 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 Vendor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Vendor 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 Vendor, the City shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Vendor. 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 Vendor; 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 Vendor. In the event of a termination for

convenience, Vendor 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 Vendor's failure to perform in accordance with this Agreement, the

City shall pay Vendor for work performed to date in accordance with Section herein. The City shall have no further liability to Vendor 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 Vendor 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 Vendor'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 Vendor 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 Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Vendor 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 Vendor;
  - (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Vendor under the Contract;
  - (iv) Cooperate in good faith with the City, its employees, agents and Vendors during the transition period between the notification of termination and the substitution of any replacement Vendor; 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 Vendor.

## **12.0 Claims and Dispute Resolution**

### **12.1 Claims Procedure**

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an

equitable adjustment in the Contract Sum or the Contract Time, Vendor's only remedy shall be to file a Claim with City as provided in this section.

- (ii) Vendor 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,
- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Vendor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Vendor believes an extension in the Contract Time should be granted; and Vendor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Vendor'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 Vendor believes City is liable.
- (vi) After Vendor has submitted a fully-documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Vendor with a decision within sixty (60) Days the date the Claim is received. or with notice to Vendor of the date by which it will render its decision.

## 12.2 Arbitration

- i) If Vendor disagrees with City's decision rendered in accordance with section 12. If, Vendor 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 Vendor and its subcontractors.
- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or

2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

- All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
- If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Vendor, 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 Vendor, 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 Vendor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Vendor's responsibilities under the Contract. The Vendor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Vendor will have access to the City's confidential information, then:

- (i) The Vendor shall provide to the City a written description of the Vendor'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 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract; and

(iv) The Vendor 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 Vendor to sign a nondisclosure agreement. Vendor 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 Vendor shall be considered the property of the City. The Vendor 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 Vendor for records containing confidential information, the Vendor 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 Vendor shall immediately report to the City any unauthorized disclosure of confidential information.

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

#### **14.0 Inclusion of Documents**

Vendor'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 Vendor'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 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 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 Vendor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Vendor 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 Vendor shall comply with Executive Order 11246, 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 Vendor 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 Vendor purchases ownership with grant support.
5. Access to books, documents, papers and records of the Vendor 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 Vendor has executed an affidavit verifying that Vendor 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 Vendor further certifies that any subcontractors employed by Vendor 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 Vendor and each subcontractor.
- c. Vendor'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 Vendor's failure to comply with said provisions shall constitute a material breach of this agreement.

#### 16.0 Assignment

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

#### 17.0 Amendments in Writing

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

#### 18.0 Drug-Free and Smoke-Free Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Vendor's employees during the performance of this Agreement; and
- 18.2 The Vendor will secure from any sub-Vendor 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 Vendor may be suspended, terminated, or debarred if it is determined that:
  - 18.3.1 The Vendor has made false certification herein; or

18.3.2 The Vendor 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 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.

## **20.0 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.

## **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**

24.1 Vendor shall comply with copyright law and bear all responsibility for doing so.

24.2 All written work product designed for the City shall be jointly owned by both parties.

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: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Bonnie Warne, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Ted Baggett, City Attorney



# City of Tucker

## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Ken Hildebrandt, City Engineer  
**CC:** Tami Hanlin, City Manager  
**Date:** March 13, 2023  
**RE:** Bid Award for 2023 Street Resurfacing

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### Description for on Agenda:

Bid Award for 2023 Street Resurfacing

### Issue:

Bid award to resurface 20 streets in the city.

### Recommendation:

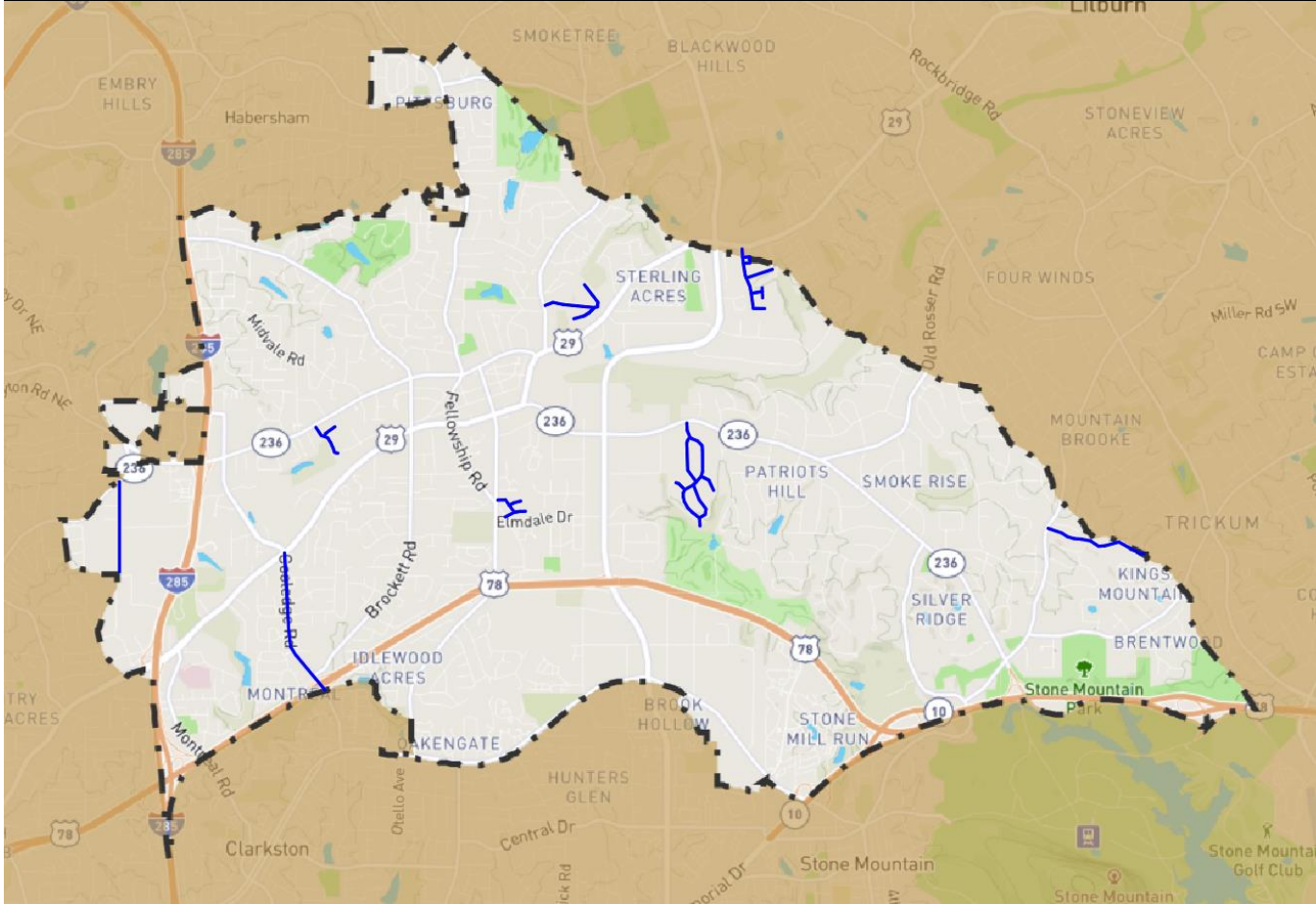
Staff recommends that the bid be awarded to Allied Paving Contractors, Inc. in the amount of \$3,281,521.65.

### Background:

Based on the Pavement Condition Index scores from our Pavement Management Study, 20 streets were identified for resurfacing this spring.

	Street Name	From	To	PCI Score	District
1	Cooledge Road	Lawrenceville Hwy	Highway 78	40.8	2
2	Montreal Road	Lavista Road	City limits at CSX Crossing	43.4	2
	MOUNTAIN LANE			37.7	
3	MOUNTAIN CREEK DR	HOUGH HOWELL RD	MOUNTAIN CREEK DR		1
4	MOUNTAIN CREEK CIR	MOUNTAIN CREEK DR	END		1
5	MOUNTAIN CREEK CT	MOUNTAIN CREEK DR	END		1
6	MOUNTAIN LN	MOUNTAIN CREEK DR	MOUNTAIN CREEK DR		1
7	MOUNTAIN CREEK RD	MOUNTAIN CREEK DR	END		1
	LEESHIRE			37.8	
8	Leeshire Road	Hwy 29	END		3
9	Leeshire Way	Leeshire Road	Leeshire Court		3
10	Leeshire Court	South end	North end		3
11	Leeshire Trace	Leeshire Road North	Leeshire Road South		3

12	<b>Leeshire Trail</b>	Leeshire Road	Summerwalk Pkwy		3
13	<b>Aldah Drive</b>	LaVista Road	End	<b>38.8</b>	3
14	<b>Leander Court</b>	Aldah Drive	End		3
15	<b>Sasanqua Court</b>	Fellowship Road	End		2
16	<b>Glynbrook Drive</b>	Idlewood Road	Sasanqua Court	<b>39</b>	2
17	<b>Long Pines Court</b>	Glynbrook Drive	End		2
18	<b>Sims Court</b>	Old Norcorss Road	End	<b>39.5</b>	3
19	<b>Carson Valley Drive</b>	Sims Court	End		3
20	<b>Bowers Road</b>	Lilburn Stone Mtn Rd.	Brady Drive	<b>39.6</b>	1



### Summary:

Three bids were received:

1. C.W. Matthews Contracting	\$3,474,846.37
2. Allied Paving Contractors	\$3,281,521.65
3. Stewart Bros. Paving	\$5,524,035.40

### Financial Impact:

The project will be funded through a combination of SPLOST (GL #320-4200-54.14000; SP2301), Capital (GL #300-4100-54.14000; CE2102 and CE2301), and LMIG (GL #300-4100-54.14000; CE2302) funding.



**CONTRACT AGREEMENT  
ITB #2023-008 2023 STREET RESURFACING**

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 ALLIED PAVING CONTRACTORS, INC ("Contractor"), located at PO Box 509, Pendergrass, GA 30567.

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

WHEREAS, the City of Tucker has caused **Invitation to Bid #2023-008** 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 #2023-008**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the lowest reliable bidder,

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

## **1.0 Scope of Work**

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

**EXHIBIT A - SCOPE OF SERVICE**

**EXHIBIT B - COST PROPOSAL**

**EXHIBIT C- W-9**

**EXHIBIT D - CERTIFICATE OF INSURANCE**

**EXHIBIT E – E-VERIFY AFFIDAVIT**  
**EXHIBIT F- CONTACT INFORMATION**  
**EXHIBIT G - ADDENDUMS**  
**EXHIBIT H – PERFORMANCE AND PAYMENT BONDS**

## **2.0 Key Personnel**

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

## **3.0 Compensation**

- 3.1.** Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$3,281,521.65**

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

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

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

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

#### **4.0 Duration of Contract**

- 4.1.** Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. All invoices postmarked by the City during said term shall be filled at the contract price.

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

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

#### **5.0 Independent Contractor**

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

## **6.0 Indemnification**

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

## **7.0 Performance**

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

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

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

### **7.1 Final Completion, Acceptance, and Payment**

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

## 8.0 Changes

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

## 9.0 Change Order Defined

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

## 10.0 Insurance

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

## 11.0 Termination

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

- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

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

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

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

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

remedies.

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

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

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

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

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **12.0 Claims and Dispute Resolution**

### **12.1 Claims Procedure**

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

### **12.2 Arbitration**

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

under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

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

### **13.0 Confidential Information**

- 13.1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's

confidential information, then:

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

- 13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 13.4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

#### **14.0 Inclusion of Documents**

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

- 14.1 Counterparts: This Agreement may be executed in any number of counterparts, each of

which shall be an original, but all of which together shall constitute one and the same instrument.

## **15.0 Compliance with All Laws and Licenses**

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

### **15.1 Federal Requirements.**

#### **15.1.1 Federal Compliance Regulations**

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

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

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

#### 15.2 Georgia Security and Immigration Compliance Act

- a. The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**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 Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and
- 18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-

free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

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

18.3.1 The Contractor has made false certification herein; or

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

## **19.0 Additional Terms**

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

## **20.0 Antitrust Actions**

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

## **21.0 Reporting Requirement**

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

## **22.0 Governing Law**

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

## **23.0 Entire Agreement**

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

## **24.0 Special Terms and Conditions**

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

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

CITY OF TUCKER:

CONTRACTOR: **ALLIED PAVING CONTRACTORS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Bonnie Warne, City Clerk (Seal)

Approved as to form:

\_\_\_\_\_  
Ted Baggett, City Attorney

**Exhibit A:**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

**PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, and resurfacing of 20 streets.

The complete scope, specifications, and other relevant information for ITB 2023-008 2023 Street Resurfacing is available for download on the City of Tucker website: <http://tuckerga.gov> or request via email to [procurement@tuckerga.gov](mailto: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 for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. 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.

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

**PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by 180 calendar days. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. 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.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by 180 calendar days. 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.

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

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**

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. 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 Montreal Road and Cooledge Road one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for posting signs at subdivision entrances. City of Tucker SPLOST signs will be provided for these postings. The City will be responsible for 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 their work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

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 shall be included in the items for the permanent thermoplastic markings.

**PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he 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 pre-existing markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically

**Exhibit A**  
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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**

1. Some streets will require 1.5" milling and a 2.0" overlay of 9.5mm topping. Some streets will need to be milled 3" and replaced with 1.75" of 19mm binder and 1.25" of 9.5mm topping. A detailed estimate of quantities is shown in Exhibit B. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector.
6. Coordination with CSX shall be conducted by the contractor regarding the railroad crossing located at the City Limits on Montreal Road.

### **Exhibit B: Cost Proposal**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	24770	\$ 5.00	\$ 123,850.00
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	81027	\$ 2.65	\$ 214,721.55
3	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	8913	\$ 145.00	\$ 1,292,385.00
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	3286	\$ 140.00	\$ 460,040.00
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	2321	\$ 135.00	\$ 313,335.00
6	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	4417	\$ 175.00	\$ 772,975.00
7	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	100	\$ 230.00	\$ 23,000.00
8	6' X 40' Traffic Signal Loop	EA	5	\$ 5,750.00	\$ 28,750.00
9	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	12140	\$ 1.15	\$ 13,961.00
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	13400	\$ 1.15	\$ 15,410.00
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	3290	\$ 3.45	\$ 11,350.50
13	Thermoplastic Solid Traffic Stripe, 12" Yellow	LF	320	\$ 5.20	\$ 1,664.00
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	160	\$ 10.35	\$ 1,656.00
14	18" Skips White	LF	120	\$ 8.00	\$ 960.00
15	5' Skips White	LF	24	\$ 0.90	\$ 21.60
16	Thermoplastic Pvmt. Marking, Arrow, Tp 1	EA	2	\$ 86.25	\$ 172.50
17	Thermoplastic Pvmt. Marking, Arrow, Tp 2	EA	26	\$ 86.25	\$ 2,242.50
18	Thermoplastic Pvmt. Marking, Arrow, Tp 3	EA	4	\$ 175.00	\$ 700.00
19	Raised Pavement Markers, Tp 1 & TP 2	EA	480	\$ 8.65	\$ 4,152.00
20	Thermoplastic Pvmt. Marking, Words (Stop)	EA	1	\$ 175.00	\$ 175.00
	Total				\$ 3,281,521.65

**Company Name:** Allied Paving Contractors, Inc.  
**Address:** P. O. Box 509, Pendergrass, GA 30567  
**Contact Person:** Bryan Jones  
**Phone Number:** 706-693-4042  
**Email Address:** bjones@paveone.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.

## EXHIBIT C

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

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
ALLIED PAVING CONTRACTORS, 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.

☐ 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) ►

**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.  
P. O. BOX 509 / 132 BECK ROAD

**6** City, state, and ZIP code  
PENDERGRASS, GA 30567

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)  
City of Tucker

## 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	0	-	0	7	1	2	7	2	0
---	---	---	---	---	---	---	---	---	---

## 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 ► 2-28-2023

## General Instructions

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

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

## 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

ALLIPAV-01

KSTEWART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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).

<b>PRODUCER</b> <b>Athens Insurance</b> <b>110 W. Washington Avenue</b> <b>Athens, TN 37303</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (423) 745-3062</b>		<b>FAX (A/C, No): (423) 745-8888</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Allied Paving Contractors, Inc</b> <b>PO Box 509</b> <b>Pendergrass, GA 30567</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : The Travelers Ins. Companies</b>		<b>10647</b>
	<b>INSURER B : Builders Mutual Insurance Co.</b>		<b>10844</b>
	<b>INSURER C : RSUI Indemnity Comapny</b>		<b>22314</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## 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	<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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DTC05P318963IND22	4/1/2022	4/1/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8104P9897482226G	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUP5P33486A2226	4/1/2022	4/1/2023	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	WCP103848307	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Excess Liability</b>			NHA093538	4/1/2022	4/1/2023	<b>5,000,000</b>
A	<b>Leased/Rented Equip</b>			QT6605P638565COF22	4/1/2022	4/1/2023	<b>500,000</b>

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>Insured Copy</b>	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 



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

<b>Contractor Name:</b>	Allied Paving Contractors, Inc.
<b>Solicitation/Bid number or Project Description:</b>	ITB # 2023-008 2023 STREET RESURFACING

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

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

58870

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

Allied Paving Contractors, Inc.

Name of Contractor

10-5-2007

Date of Authorization

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

Bryan Jones

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Vice President

Title (of Authorized Officer or Agent of Contractor)

2-28-2023

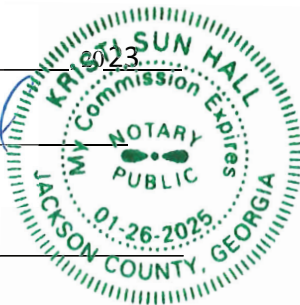
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28th DAY OF Feb. 2023

Notary Public

My Commission Expires: \_\_\_\_\_



[NOTARY SEAL]



# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Allied Paving Contractors, Inc.
Subcontractor's (Your) Name	Peek Pavement Marking LLC
Solicitation/Bid number or Project Description:	ITB 2023-008

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

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

41699 Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)  
Peek Pavement Marking LLC

3-15-07

Date of Authorization

Name of Subcontractor

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

Andy Holland  
 Printed Name (of Authorized Officer or Agent of Contractor)

Estimator  
 Title (of Authorized Officer or Agent of Contractor)

Andy Hale  
 Signature (of Authorized Officer or Agent)

2-23-2023  
 Date Signed

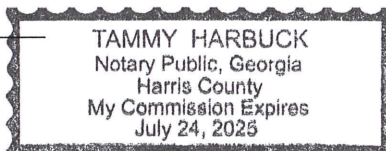
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

23rd DAY OF February, 2023

Tammy Harbuck  
 Notary Public

[NOTARY SEAL]

My Commission Expires: 7-24-2025



# EXHIBIT F

## Contact Information Form

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

Full Legal Name of Company: Allied Paving Contractors, Inc.

Contractor Information:

Primary Contact Person: Bryan Jones

Title: Vice President Telephone Number: 706-693-4042

Secondary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: 132 Beck Road  
Pendergrass, GA 30567

City / State / Zip: \_\_\_\_\_

Mailing Address (If different than above): P. O. Box 509  
Pendergrass, GA 30567

City / State / Zip: \_\_\_\_\_

E-mail Address: bjones@paveone.com

Federal Employee ID Number (FEIN): 20-0712720

EXHIBIT G-1

# CITY OF TUCKER

## ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-008

### 2023 STREET RESURFACING

Upon receipt, please print and add to your proposal.

**PLEASE NOTE: SEVERAL REVISED DOCUMENTS HAVE BEEN ATTACHED TO THIS ADDENDUM INCLUDING A REVISED COST PROPOSAL AND A REVISED PAVING LOCATIONS LIST.**

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

COMPANY NAME: Allied Paving Contractors, Inc.

CONTACT PERSON: Bryan Jones

ADDRESS: P. O. Box 509

CITY: Pendergrass STATE: GA ZIP: 30567

PHONE: 706-693-4042 FAX: 706-693-4052

EMAIL ADDRESS: bjones@paveone.com

 2-28-2023  
SIGNATURE DATE

EXHIBIT G-2

# CITY OF TUCKER

## ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-008

### 2023 STREET RESURFACING

Upon receipt, please print and add to your proposal.

**A REVISED COST PROPOSAL IS ATTACHED TO THIS ADDENDUM.**

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

COMPANY NAME: Allied Paving Contractors, Inc.

CONTACT PERSON: Bryan Jones

ADDRESS: P. O. Box 509

CITY: Pendergrass STATE: GA ZIP: 30567

PHONE: 706-693-4042 FAX: 706-693-4052

EMAIL ADDRESS: bjones@paveone.com

 2-28-2023

SIGNATURE

DATE



## ITB 2023-008 Street Resurfacing 2023

### BID SUBMISSION SHEET

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

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

<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1. C.W. Matthews Contracting	2/28/2023 9:51AM	\$ 3,474,846.37
2. Allied Paving Contractors	2/28/2023 10:10AM	\$ 3,281,521.65
3. Stewart Bros. Paying	2/28/2023 11:40AM	\$ 5,524,035.40

Opened/Verified by: Lisa Owen 2/28/2023

Ken Hildebrandt

City of Tucker

Invitation to Bid  
ITB # 2023-008

## 2023 STREET RESURFACING



## BID MANUAL

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

**City of Tucker Invitation to Bid**  
**ITB #2023-008**  
**2023 STREET RESURFACING**

**INVITATION:** The City of Tucker, Georgia requests that interested parties submit proposals for the 2023 Street Resurfacing Project. Proposals will be accepted until the date and time listed below and will be awarded to the most responsive and responsible bidder qualified per the scope of services with pricing as a major consideration. 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](mailto:procurement@tuckerga.gov).

<b>BID ACTIVITY SCHEDULE</b>	
Bid Issued	January 31, 2023
Pre-Bid Conference	N/A
Deadline for Questions	February 14, 2023, at 5:00 p.m.
Responses to Questions Posted (Addenda)	February 16, 2023
<b>Bid Deadline</b>	<b>February 28, 2023, at 1:00 p.m. EDT</b>
Award at Council Meeting	TBD
Completion from Notice to Proceed	180 calendar days

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

**QUESTIONS:** Submit all questions in writing to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) reference Bid #2023-008.

**PRE-BID CONFERENCE:** A pre-bid conference will not be scheduled for this project.

**ADDENDA:** Responses to questions received will be by addenda and will be posted on the City website [www.tuckerga.gov](http://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](mailto:procurement@tuckerga.gov) with the subject line ITB #2023-008. 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.

**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. Bid Bond Form

## **ITB #2023-008 2023 STREET RESURFACING**

7. Contact Form (Exhibit F)
8. Proposed List of Subcontractors
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum

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 #2023-008 2023 STREET RESURFACING**

**PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, and resurfacing of 20 streets.

The complete scope, specifications, and other relevant information for ITB 2023-008 2023 Street Resurfacing is available for download on the City of Tucker website: <http://tuckerga.gov> or request via email to [procurement@tuckerga.gov](mailto: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 for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. 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.

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

**PROSECUTION AND PROGRESS**

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by 180 calendar days. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. 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.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by 180 calendar days. 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.

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

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**

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. 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 Montreal Road and Cooledge Road one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for posting signs at subdivision entrances. City of Tucker SPLOST signs will be provided for these postings. The City will be responsible for 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 their work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

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 shall be included in the items for the permanent thermoplastic markings.

**PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he 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 pre-existing markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically

**Exhibit A**  
**Project Specifications/Scope of Work**  
**ITB #2023-008 2023 STREET RESURFACING**

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**

1. Some streets will require 1.5" milling and a 2.0" overlay of 9.5mm topping. Some streets will need to be milled 3" and replaced with 1.75" of 19mm binder and 1.25" of 9.5mm topping. A detailed estimate of quantities is shown in Exhibit B. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector.
6. Coordination with CSX shall be conducted by the contractor regarding the railroad crossing located at the City Limits on Montreal Road.

**Exhibit B: Cost Proposal**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	20422		
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	78000		
3	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	8198		
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	2473		
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching)	TN	1859		
6	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	4417		
7	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	100		
8	6' X 40' Traffic Signal Loop	EA	5		
9	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	12140		
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	13400		
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	3290		
13	Thermoplastic Solid Traffic Stripe, 12" Yellow	LF	320		
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	160		
14	18" Skips White	EA	120		
15	5' Skips White	EA	24		
16	Thermoplastic Pvmt. Marking, Arrow, Tp 1	EA	2		
17	Thermoplastic Pvmt. Marking, Arrow, Tp 2	EA	26		
18	Thermoplastic Pvmt. Marking, Arrow, Tp 3	EA	4		
19	Raised Pavement Markers, Tp 1 & TP 2	EA	480		
20	Thermoplastic Pvmt. Marking, Words (Stop)	EA	1		
	Total				

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

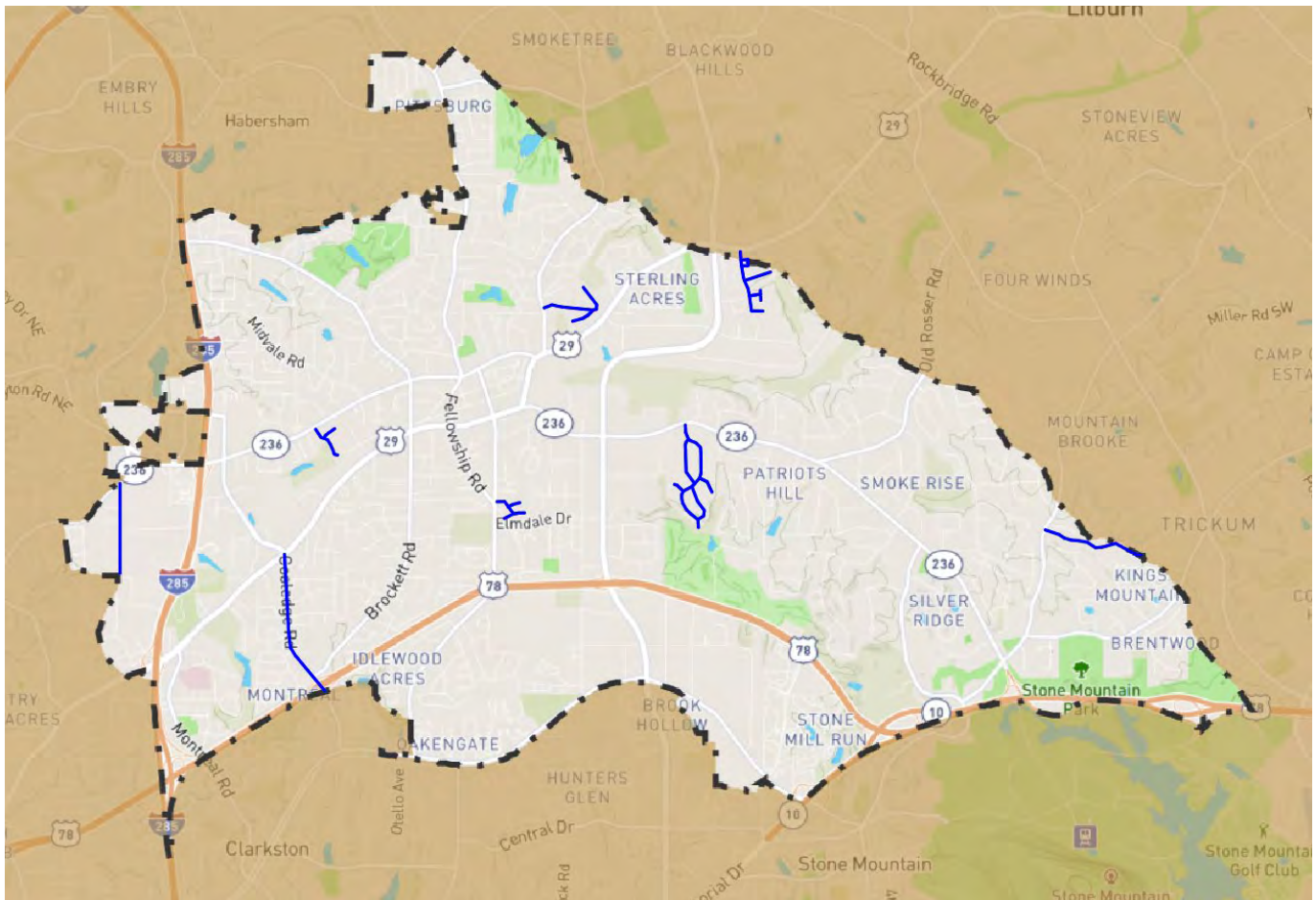
Contact Person: \_\_\_\_\_

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.



## Detailed Street List

Street Name	From	To	LF	Area SY	Estimated 3" Mill	Estimated 1.5" Mill	Estimated Patching 2" Lift	Estimated 9.5 MM, 1.5" Binder	Estimated 12.5 MM, 1.5" Binder	Estimated 5" White	Estimated 5" Yellow	Estimated 8" White	Estimated 24" White	Estimated 12" Yellow	Estimated 18" Skips	Estimated 5" Skips	Thermo TP-1 Arrow	Thermo TP-2 Arrow	Thermo TP-3 Arrow	Thermo (STOP)	Raised Paymt Marker	6" X 40" Traff Loop
Cootledge Road	Lawrenceville Hwy	Highway 78	2400	11607	8825	2800	810	728	1277	6000	4800	1340	72	200	60	24	2	14	4	1	240	5
Montreal Road	Laista Road	City limits at CSX Crossing	3230	12267	11597	670	765	1131	1196	7100	7100	1650	48		60			12			240	
MOUNTAIN LANE																						
MOUNTAIN CREEK DR	HUGH HOWELL RD	MOUNTAIN CREEK DR	5650	16448		16448	290	1809														
MOUNTAIN CREEK CIR		END	370	1069		1069	90	118														
MOUNTAIN CREEK CT		END	480	1387		1387	90	153														
MOUNTAIN LN		MOUNTAIN CREEK DR	1500	4333		4333	160	477														
MOUNTAIN CREEK RD		END	920	2658		920	92	101														
LEESHIRE																						
Leeshire Road	Hwy 29	END	2710	7829		7829	290	861														
Leeshire Way	Leeshire Road	Leeshire Court	420	1220		1220	80	134														
Leeshire Court	South end	North end	400	1215		1215	80	134														
Leeshire Trace	Leeshire Road North	Leeshire Road South	610	1644		1644	100	181														
Leeshire Trail	Leeshire Road	Summerwalk Pkwy	1140	3293		3293	100	362														
Aldah Drive	LaVista Road	END	1350	3900		3900	245	429														
Leander Court	Aldah Drive	END	675	1950		1950	50	215														
Sasanqua Court	Fellowship Road	END	840	2427		2427	100	267														
Glynbrook Drive	Idlewood Road	Sasanqua Court	875	2528		2528	145	278		300	240	300	24	120								
Long Pines Court	Glynbrook Drive	END	520	1502		1502	60	165														
Sims Court	Old Narcoress Road	END	2850	8233		8233	300	906														
Carson Valley Drive	Sims Court	END	1150	3322		3322	180	365														
Bowers Road	Lilburn Stone Mtn Rd	Brady Drive	3915	11310		11310	390	1244					16									

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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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](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

<b>Contractor Name:</b>	
<b>Solicitation/Bid number or Project Description:</b>	

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

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

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

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

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

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

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Contact Information Form

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

Full Legal Name of Company: \_\_\_\_\_

Contractor Information:

Primary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address (If different than above): \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Employee ID Number (FEIN): \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) \_\_\_\_\_ at

(Address of Contractor) \_\_\_\_\_

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

(Name of Surety) \_\_\_\_\_

(Address of Surety) \_\_\_\_\_

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do

business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Oblige) City of Tucker Georgia

(Address of Oblige) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Oblige, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2023-008  
2023 STREET RESURFACING**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia,

upon demand, the amount hereof in good and lawful money of the United States of America,  
not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

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

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

\_\_\_\_\_  
(Surety)

ATTEST:

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

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

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


(SEAL)

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

\_\_\_\_\_

### **Exhibit B: Cost Proposal**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	24770	\$ 5.00	\$ 123,850.00
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	81027	\$ 2.65	\$ 214,721.55
3	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	8913	\$ 145.00	\$ 1,292,385.00
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	3286	\$ 140.00	\$ 460,040.00
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	2321	\$ 135.00	\$ 313,335.00
6	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	4417	\$ 175.00	\$ 772,975.00
7	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	100	\$ 230.00	\$ 23,000.00
8	6' X 40' Traffic Signal Loop	EA	5	\$ 5,750.00	\$ 28,750.00
9	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	12140	\$ 1.15	\$ 13,961.00
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	13400	\$ 1.15	\$ 15,410.00
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	3290	\$ 3.45	\$ 11,350.50
13	Thermoplastic Solid Traffic Stripe, 12" Yellow	LF	320	\$ 5.20	\$ 1,664.00
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	160	\$ 10.35	\$ 1,656.00
14	18" Skips White	LF	120	\$ 8.00	\$ 960.00
15	5' Skips White	LF	24	\$ 0.90	\$ 21.60
16	Thermoplastic Pvmt. Marking, Arrow, Tp 1	EA	2	\$ 86.25	\$ 172.50
17	Thermoplastic Pvmt. Marking, Arrow, Tp 2	EA	26	\$ 86.25	\$ 2,242.50
18	Thermoplastic Pvmt. Marking, Arrow, Tp 3	EA	4	\$ 175.00	\$ 700.00
19	Raised Pavement Markers, Tp 1 & TP 2	EA	480	\$ 8.65	\$ 4,152.00
20	Thermoplastic Pvmt. Marking, Words (Stop)	EA	1	\$ 175.00	\$ 175.00
	Total				\$ 3,281,521.65

**Company Name:** Allied Paving Contractors, Inc.  
**Address:** P. O. Box 509, Pendergrass, GA 30567  
**Contact Person:** Bryan Jones  
**Phone Number:** 706-693-4042  
**Email Address:** bjones@paveone.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.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) Allied Paving Contractors, Inc. at \_\_\_\_\_

(Address of Contractor) P. O. Box 509, Pendergrass, GA 30567

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

(Name of Surety) Western Surety Company

(Address of Surety) 151 N Franklin Street, Chicago, IL 60606

A corporation of the State of SD, 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 Obligee) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Obligees, in the penal sum of Five Percent of Amount Bid  
 Dollars (\$ 5%) in lawful money of  
the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2023-008**  
**2023 STREET RESURFACING**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia,

upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 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 28th day of February A.D., 2023.

ATTEST:

  
Kristi Sun Hall  
(Principal Secretary) Kristi Sun Hall

Steven DeLong  
(Witness to Principal)

P. O. Box 509, Pendergrass, GA 30567  
(Address)

Allied Paving Contractors, Inc.  
(Principal)

BY: Bryan Jones  
Bryan Jones Vice President

P. O. Box 509, Pendergrass, GA 30567  
(Address)

Western Surety Company  
(Surety)

ATTEST:

BY: David C. Eades  
(Attorney-in-Fact) and Resident Agent

David C. Eades, Attorney-In-Fact & Resident Agent  
(Attorney-in-Fact)

3580 Pierce Dr, #100, Chamblee, GA 30341  
(Address)

Avery C. Kenimer  
(Witness as to Surety)

Avery C. Kenimer, Witness as to Surety

(SEAL)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Carrie J Key, Emmett H Hall, David C Eades, Avery C Kenimer, Bradley B Lastinger, Individually**

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of December, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28<sup>th</sup> day of February 2023



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

<b>Contractor Name:</b>	Allied Paving Contractors, Inc.
<b>Solicitation/Bid number or Project Description:</b>	ITB # 2023-008 2023 STREET RESURFACING

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

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

58870

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

Allied Paving Contractors, Inc.

Name of Contractor

10-5-2007

Date of Authorization

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

Bryan Jones

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Vice President

Title (of Authorized Officer or Agent of Contractor)

2-28-2023

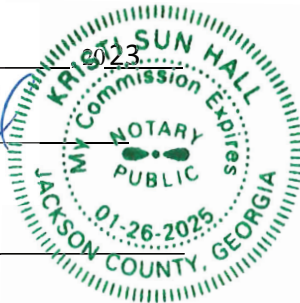
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28th DAY OF Feb. 2023

Notary Public

My Commission Expires: \_\_\_\_\_



[NOTARY SEAL]



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

<b>Contractor Name:</b>	Allied Paving Contractors, Inc.
<b>Subcontractor's (Your) Name</b>	Peek Pavement Marking LLC
<b>Solicitation/Bid number or Project Description:</b>	ITB 2023-008

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

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

<u>41699</u> Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	<u>3-15-07</u> Date of Authorization
---	---

Peek Pavement Marking LLC  
Name of Subcontractor

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

Andy Holland  
Printed Name (of Authorized Officer or Agent of Contractor)

Estimator  
Title (of Authorized Officer or Agent of Contractor)

[Signature]  
Signature (of Authorized Officer or Agent)

2-23-2023  
Date Signed

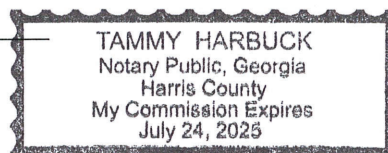
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

23rd DAY OF February, 2023

[Signature]  
Notary Public

[NOTARY SEAL]

My Commission Expires: 7-24-2025



## Contact Information Form

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

Full Legal Name of Company: Allied Paving Contractors, Inc.

Contractor Information:

Primary Contact Person: Bryan Jones

Title: Vice President Telephone Number: 706-693-4042

Secondary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: 132 Beck Road  
Pendergrass, GA 30567

City / State / Zip: \_\_\_\_\_

Mailing Address (If different than above): P. O. Box 509  
Pendergrass, GA 30567

City / State / Zip: \_\_\_\_\_

E-mail Address: bjones@paveone.com

Federal Employee ID Number (FEIN): 20-0712720

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
ALLIED PAVING CONTRACTORS, 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.

☐ 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) ►

**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.  
P. O. BOX 509 / 132 BECK ROAD

**6** City, state, and ZIP code  
PENDERGRASS, GA 30567

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)  
City of Tucker

## 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	0	-	0	7	1	2	7	2	0
---	---	---	---	---	---	---	---	---	---

## 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 ►** 2-28-2023

## General Instructions

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

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

## 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.



ALLIPAV-01

KSTEWART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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).

<b>PRODUCER</b> Athens Insurance 110 W. Washington Avenue Athens, TN 37303	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (423) 745-3062	<b>FAX (A/C, No):</b> (423) 745-8888
<b>INSURED</b>  Allied Paving Contractors, Inc PO Box 509 Pendergrass, GA 30567	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Ins. Companies	<b>NAIC #</b> 10647
	<b>INSURER B:</b> Builders Mutual Insurance Co.	<b>10844</b>
	<b>INSURER C:</b> RSUI Indemnity Comapny	<b>22314</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## 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	<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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DTCO5P318963IND22	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8104P9897482226G	4/1/2022	4/1/2023	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5P33486A2226	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							\$
B	<input checked="" type="checkbox"/> 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	WCP103848307	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			NHA093538	4/1/2022	4/1/2023	5,000,000
A	Leased/Rented Equip			QT6605P638565COF22	4/1/2022	4/1/2023	500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Insured Copy

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



P. O. Box 509  
Pendergrass, GA 30567  
706-693-4042 | 706-693-4052 fax

## List of Subs

**ITB #2023-008**  
**City of Tucker**  
**2023 Stree Resurfacing**

-Striping

Peek Pavement Marking, LLC



## JOB REFERENCES

Job Name	Owner/ Contractor	Contract Amount	Date Complete
<b>City of Dunwoody</b>	<b>City of Dunwoody</b>		
	4800 Ashford Dunwoody Road		
-2010 Capital Paving Project	Dunwoody, GA 30338	\$669,338.00	9/28/2010
-2011 Capital Paving Project	David Ayers	\$1,775,143.00	6/1/2012
-2014 Resurfacing Project	(678) 382-6854	\$622,063.00	10/21/2014
-2015 Resurfacing Project	<a href="mailto:david.ayers@dunwoodyga.gov">david.ayers@dunwoodyga.gov</a>	\$1,948,925.50	3/16/2016
-Club Drive & Mill Glen		\$434,781.48	2/8/2021
<b>City of Gainesville</b>	<b>City of Gainesville</b>		
	P. O. Box 2496		
-FY2011 Paving	Gainesville, GA 30503	\$490,593.00	3/5/2013
-FY2012 Paving	Jason Simms	\$758,815.00	11/25/2013
-FY2013 Paving	770-535-6882	\$661,895.79	9/30/2014
-FY2014 Paving	770-531-2674 fax	\$1,102,841.00	2/16/2016
-FY2015 Paving	<a href="mailto:JSimms@gainesville.org">JSimms@gainesville.org</a>	\$843,692.00	7/29/2016
-FY2016 Paving		\$1,598,367.00	11/28/2017
-FY2017 Paving		\$3,978,045.00	4/30/2020
-FY2019 Paving		\$3,986,205.00	Current
<b>Hall County</b>	<b>Hall Co. Board of Commissioners</b>		
	P. O. Box 1435		
-2007 Base & Paving	Gainesville, GA 30503	\$431,243.00	1/24/2008
-2013 Base & Paving	Blair Reynolds	\$3,012,788.47	9/10/2014
-2014 Resurfacing	(770) 531-6800	\$3,328,835.87	6/8/2015
-2014 Base & Paving	(770) 531-3945 fax	\$1,604,076.00	3/11/2016
-2015 Resurfacing	<a href="mailto:breyolds@hallcounty.org">breyolds@hallcounty.org</a>	\$4,532,034.00	8/26/2016
-2016 Resurfacing		\$4,352,993.00	6/12/2017
-2017 Resurfacing		\$4,481,152.60	6/13/2018
-2017 Full Depth Reclamation		\$1,090,000.00	9/19/2018
-2018 Resurfacing		\$4,874,331.00	5/30/2019
-2019 Resurfacing		\$4,732,836.95	6/15/2020
-2020 Resurfacing		\$5,654,110.00	6/21/2021
-2021 Resurfacing		\$9,575,000.00	8/3/2022
-2022 Resurfacing		\$14,195,000.00	Current
<b>City of Dacula</b>	<b>City of Dacula</b>		
	P. O. Box 400		
-City Hall	Dacula, GA 30019	\$16,831.00	11/22/2010
-Williams Farm		\$232,154.00	12/5/2011
-Eastside Dr. & Whisper Way/Ct	770-963-7451	\$235,219.00	9/18/2013
-Misty Court	770-513-2187 Fax	\$34,800.00	7/29/2014
-Hill Circle & South Street	Joey Murphy	\$384,611.00	9/9/2014
-Flintlock Drive	<a href="mailto:Joey.Murphy@daculaga.gov">Joey.Murphy@daculaga.gov</a>	\$145,637.00	12/12/2014
-West Drowning Creek Culvert		\$81,229.00	2/6/2015
-2015 CDBG Paving		\$241,518.00	8/28/2015
-James Henry Dr Culvert		\$112,500.00	7/24/2015
-Hebron Church Road		\$518,515.00	3/11/2016
-Harbins Landing Estates		\$195,255.00	7/7/2016

<b>Job Name</b>	<b>Owner/ Contractor</b>	<b>Contract Amount</b>	<b>Date Complete</b>
-Majestic Circle		\$299,964.00	9/16/2016
-Whisper Way		\$60,000.00	6/6/2017
-Maxey Street		\$319,433.00	9/4/2018
-Tanner Road		\$1,872,960.00	11/22/2019
-Maple Creek		\$191,276.28	4/6/2020
-Church Street		\$738,542.50	7/10/2020
-Maintenance Facility		\$234,000.00	12/28/2020
-Hebron Church Rd Repair		\$227,800.00	2/11/2022
-2nd Avenue Drainage Repairs		\$317,650.00	Current
<hr/>			
<b>Barrow County</b>	<b>Barrow Co Board of Commissioners</b>		
-2007 LMIG Resurfacing	30 North Broad St	\$ 988,223.60	9/5/2007
-Hoyt King & Hwy 81 Resurface	Winder, GA 30680	\$ 209,557.00	10/16/2012
-2014 LMIG Resurfacing		\$ 1,134,859.85	9/11/2014
-2019 LMIG Resurfacing	770-867-0664	\$ 2,919,696.94	2/10/2020
-2020 LMIG Resurfacing	Jessica Jackson	\$ 3,287,060.00	9/4/2020
-2021 LMIG Resurfacing	<a href="mailto:jjackson@barrowga.org">jjackson@barrowga.org</a>	\$ 4,338,197.00	8/22/2022
-2022 LMIG Resurfacing		\$ 4,646,293.00	Current
<hr/>			
<b>City of Suwanee</b>	<b>City of Suwanee</b>		
-2007 Resurfacing	330 Town Center Ave	\$ 260,756.00	7/31/2008
-2012 Patching	Suwanee, GA 30024	\$ 770,754.39	3/13/2013
-2013 Patching		\$ 331,964.99	11/20/2013
-2015 Patching	770-945-8996	\$ 616,964.13	4/2/2015
-2016 Patching	Bill Barnes	\$ 963,177.66	5/31/2016
-2017 Patching	bbarnes@suwanee.com	\$ 838,761.00	7/17/2017
-2018 Patching		\$ 773,007.05	5/10/2019
-2019 Patching		\$ 1,260,606.19	1/31/2020
-2020 LMIG		\$ 967,488.00	4/8/2021
-2023 LMIG		\$ 720,525.75	Current

# CITY OF TUCKER

## ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-008

### 2023 STREET RESURFACING

Upon receipt, please print and add to your proposal.

**PLEASE NOTE: SEVERAL REVISED DOCUMENTS HAVE BEEN ATTACHED TO THIS ADDENDUM INCLUDING A REVISED COST PROPOSAL AND A REVISED PAVING LOCATIONS LIST.**

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

COMPANY NAME: Allied Paving Contractors, Inc.

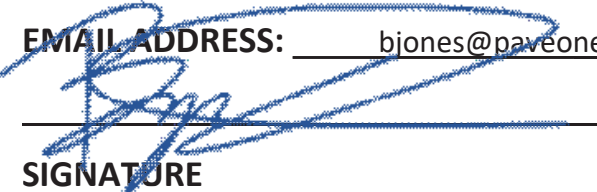
CONTACT PERSON: Bryan Jones

ADDRESS: P. O. Box 509

CITY: Pendergrass STATE: GA ZIP: 30567

PHONE: 706-693-4042 FAX: 706-693-4052

EMAIL ADDRESS: bjones@paveone.com

 2-28-2023  
SIGNATURE DATE

ADDENDUM #1

- 1) **Q:** Pay items 14 & 15 are being paid for as EACH. GDOT typically pays for these by the Gross Linear Foot (GLF). Please clarify. **A: Pay items 14 & 15 should be paid as LF. Exhibit B has been revised.**
- 2) **Q:** On page 8 of the proposal the Special Conditions section states that the 19mm will be 1.75", but on the Detailed Street List it states that the 19mm is 1.5". Placing 19mm at 1.5" does not meet GDOT spec, but it meets spec at 1.75". Please clarify. **A: For Cooledge Road and Brockett Road, use 1.75" of 19mm and 1.375" of 12.5mm. Quantities in the Bid Summary have been adjusted accordingly. Note that these streets will actually be milled 3.125".**
- 3) **Q:** What should the square yards of 1.5" Milling be on Mountain Creek Rd.? 920 square yards is listed, but should it be 2,658 square yards? **A: The milling for Mountain Creek road should be 2,658 SY.**
- 4) **Q:** Based on the From and To information on Cooledge Rd. the length should be +/- 4,884', but 2,400' is listed. Please clarify. **A: The length for Cooledge Road has been adjusted to 4,570 linear feet and quantities on the Bid Summary have been adjusted accordingly.**
- 5) **Q:** Please address the tons of 19mm and 12.5mm on Cooledge Rd. and Montreal Rd.. Based on the square yards stated for both roads the tons of 19mm and 12.5mm do not match up. **A: The quantities in the bid are estimated. Payment will be made based on quantities placed. This is a unit price bid.**
- 6) **Q:** Will the contractor be required to use a MTV (Shuttle Buggy) when placing the 12.5mm asphalt mix? **A: The use of a shuttle buggy is not called for in the ITB.**
- 7) **Q:** Will the contractor be required to supply Railroads Insurance and Railroad Flagging for this project? **A: The contractor will contact CSX to meet their requirements and to coordinate the work at the railroad crossing on Montreal Road.**
- 8) **Q:** Is there any additional information that the City of Tucker can give the bidding contractors on the CSX crossing on Montreal Rd. (trains per day, type trains [passenger or freight], etc)? **A: No, the city does not have information on CSX rail transportation schedule or services moving through the city.**
- 9) **Q:** Will the advanced warning signs need to be post mounted or can these signs be placed on tripod stands? **A: The contractor is responsible to post message board one week prior to work on Montreal Road and Cooledge Road. The city will provide the contractor SPLOST work signs that would be placed at the entrance to subdivisions prior to work commencing.**
- 10) **Q:** Will the patch areas be marked 7.5' or wider so a milling machine can be used? **A: The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.**
- 11) **Q:** Should the finished asphalt be flush with the lip of the gutter? **A: The contract milling will remove and replace the asphalt back to existing level.**
- 12) **Q:** Will the contractor be required to temp stripe the milled surfaces? **A: The ITB calls for either temporary paint marking or tape to be placed on milled surfaces that cannot be overlayed in a timely manner. Cooledge Road and Montreal Road would**

**ITB 2023-008 2023 Street Resurfacing**  
**Exhibit B: REVISED COST PROPOSAL**

**require temporary markings if the contractor is unable to overlay these streets immediately.**

- 13) **Q:** Will the contractor be required to pave into side roads? **A: Yes, the city inspector will assist in identifying side road tie in locations and needs.**
- 14) **Q:** Will the parking spaces on Leeshire Trail and Leeshire Trace be included in the milling and resurfacing? **A: No, the parking spaces are not part of the city right way and are not included in this ITB.**
- 15) **Q:** On Leeshire Trail there are existing speed bumps. Will contractor be required to replace these speed bumps after the paving has been completed? **A: No, the project limits end prior to the speed bumps.**
- 16) **Q:** What type of 9.5mm will be required for the 8,198 tons of 9.5mm on this project – Type 1 or Type 2? **A: Type 1.**
- 17) **Q:** What will be the depth of the Patching? **A: Patching typically will be at 4”, but could vary depending on conditions The City inspector will assist and coordinate patching needs where conditions vary.**
- 18) **Q:** What type of mix will be used for the Patching? 19mm or 12.5mm? **A: 19mm.**
- 19) **Q:** Sims, Carson Valley and Mountain Creek Dr. all have tree roots pushing up the asphalt. How will these areas be handled? **A: The city inspector will assist in determining the milling depth required to address tree root issues.**
- 20) **Q:** On Cooledge Rd. will only the two-lane section be milled and paved or will the four-lane section at Hwy 78 also be included? **A: The limits on Cooledge Road to be milled at from Lawrenceville Highway south to the City Limits just below Brockett Road. The Hwy 78 right of way is GDOT responsibility. The milling will be curb to curb. The two thru lanes will be at 3” mill, turn lane and side road tie in milling is at 1.5”.**
- 21) **Q:** How many variable message signs will be required on Montreal Rd. and Cooledge Rd.? **A: Two, one placed on each end of the roads.**
- 22) **Q:** When does the city intend on issuing the Notice to Proceed? **A: We anticipate awarding the bid at the March 13<sup>th</sup> City Council meeting and issuing the NTP as soon as the contract documents are completed.**
- 23) **Q:** The 9.5mm is type 2, correct? **A: No, Type 1.**
- 24) **Q:** Can the city please explain the difference between items # 5 & 6 on Exhibit B: Cost Proposal? They both state patching quantities. **A: Item #5 is not patching, it is a 19 mm base course. Exhibit B has been revised.**
- 25) **Q:** Will the patches be wide enough to mill out with a 6-7 foot milling machine? **A: The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5’ so a milling machine can be used.**
- 26) **Q:** On Montreal Rd, how many feet away from the tracks does the city intend to mill and repave? **A: The contractor will coordinate this with CSX Railroad.**

### **Exhibit B: Cost Proposal**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	24770		
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	81027		
3	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	8913		
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	3286		
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	2321		
6	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	4417		
7	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	100		
8	6' X 40' Traffic Signal Loop	EA	5		
9	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	12140		
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	13400		
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	3290		
13	Thermoplastic Solid Traffic Stripe, 12" Yellow	LF	320		
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	160		
14	18" Skips White	LF	120		
15	5' Skips White	LF	24		
16	Thermoplastic Pvmt. Marking, Arrow, Tp 1	EA	2		
17	Thermoplastic Pvmt. Marking, Arrow, Tp 2	EA	26		
18	Thermoplastic Pvmt. Marking, Arrow, Tp 3	EA	4		
19	Raised Pavement Markers, Tp 1 & TP 2	EA	480		
20	Thermoplastic Pvmt. Marking, Words (Stop)	EA	1		
	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.

	Street Name	From	To	PQ Score	LF	WIDTH	Area SY	Estimated 3" Mill, \$4.95 SY	Estimated 1.5" Mill \$ 4.60 SY	Estimated Patching \$20.25 Ton	Estimated 9.5 MM, \$ 138.00 2" Lift	Estimated 19 MMA, \$ 140.00 TN Binder 1.5"	Estimated 12.5 MM, \$ 144.00 TN 1.5"	THERMO 5" WHITE (LF) \$1.75	THERMO 5" YELLOW (LF) \$1.75	THERMO 8" WHITE (LF) \$4.85	THERMO 24" WHITE (LF) \$24.45	THERMO 12" YELLOW LF \$12.30	THERMO 18" SKIPS (EACH) \$ 1.75	THERMO 5" SKIPS (EACH) \$ 1.55	THERMO TP-1 ARROW EACH \$ 125.00	THERMO TP-2 EACH \$ 145.00	THERMO TP-3 ARROW (EACH) \$ 240.00	THERMO WORDS (STOP) \$ 485.00	PAVED PAVEMENT MARKERS (EACH) \$ 12.35	5' X 8" TRAFFIC SIGNAL LOOP (EACH) \$ 4,200.00
1	Cordlege Road	Lawrenceville Hwy	Highway 78	40.8	4570	varies	19000	13173	5827	810		1190	2090	7200	7200	1640	202	200	60	24	2	14	4	1	280	5
2	Montreal Road	Lalita Road	City limits at CSX Crossing	43.4	3920	varies	12267	11597	670	765		1131	1196	7100	7100	1650	48		60			12			240	
		MOUNTAIN LANE		37.7																						
3	MOUNTAIN CREEK DR	HOUGH HOWELL RD	MOUNTAIN CREEK DR		5850		16448		16448	290	1809															
4	MOUNTAIN CREEK CIR	MOUNTAIN CREEK DR	END		370		1089		1089	90	118															
5	MOUNTAIN CREEK CT	MOUNTAIN CREEK DR	END		480		1387		1387	90	153															
6	MOUNTAIN LN	MOUNTAIN CREEK DR	MOUNTAIN CREEK DR		1900		4333		4333	160	477															
7	MOUNTAIN CREEK RD	MOUNTAIN CREEK DR	END		920		2658		920	92	101															
		LEESHIRE		37.8																						
8	Leeshire Road	Hwy 29	END		2710		7829		7829	290	861															
9	Leeshire Way	Leeshire Road	Leeshire Court		420		1220		1220	80	134															
10	Leeshire Court	South end	North end		400		1215		1215	80	134															
11	Leeshire Trace	Leeshire Road North	Leeshire Road South		610		1644		1644	100	181															
12	Leeshire Trail	Leeshire Road	Summerwalk Pkwy		1140		3293		3293	100	362															
13	Aldah Drive	La Vista Road	End	38.8	1350		3900		3900	245	429															
14	Leander Court	Aldah Drive	End		675		1950		1950	50	215															
15	Sasqua Court	Fellowship Road	End		840		2427		2427	100	267															
16	Glynbrook Drive	Idlewood Road	Sasqua Court	39	875		2528		2528	145	278			300	240	300	24	120								
17	Long Pines Court	Glynbrook Drive	End		520		1502		1502	60	165															
18	Sims Court	Old Norcross Road	End	39.5	2850		8233		8233	300	906															
19	Carson Valley Drive	Sims Court	End		1150		3322		3322	180	365															
20	Bowers Road	Lilburn Stone Mtn Rd.	Brady Drive	39.6	3915		11310		11310	390	1344						16									

344.75

4417

2321

3286

# CITY OF TUCKER

## ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-008

### 2023 STREET RESURFACING

**Upon receipt, please print and add to your proposal.**

**A REVISED COST PROPOSAL IS ATTACHED TO THIS ADDENDUM.**

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

**COMPANY NAME:** Allied Paving Contractors, Inc.

**CONTACT PERSON:** Bryan Jones

**ADDRESS:** P. O. Box 509

**CITY:** Pendergrass **STATE:** GA **ZIP:** 30567

**PHONE:** 706-693-4042 **FAX:** 706-693-4052

**EMAIL ADDRESS:** bjones@paveone.com

 2-28-2023

**SIGNATURE**

**DATE**

ADDENDUM #1

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- 3) **Q:** What should the square yards of 1.5" Milling be on Mountain Creek Rd.? 920 square yards is listed, but should it be 2,658 square yards? **A: The milling for Mountain Creek road should be 2,658 SY.**
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**ITB 2023-008 2023 Street Resurfacing**  
**Exhibit B: REVISED COST PROPOSAL**

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**ITB 2023-008 2023 Street Resurfacing  
Exhibit B: REVISED COST PROPOSAL**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	20422		
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	78000		
3	Recycled Asphalt Conc., 9.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	8198		
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	2473		
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	1859		
6	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	4417		
7	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	100		
8	6' X 40' Traffic Signal Loop	EA	5		
9	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	12140		
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	13400		
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	3290		
13	Thermoplastic Solid Traffic Stripe, 12" Yellow	LF	320		
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	160		
14	18" Skips White	LF	120		
15	5' Skips White	LF	24		
16	Thermoplastic Pvmt. Marking, Arrow, Tp 1	EA	2		
17	Thermoplastic Pvmt. Marking, Arrow, Tp 2	EA	26		
18	Thermoplastic Pvmt. Marking, Arrow, Tp 3	EA	4		
19	Raised Pavement Markers, Tp 1 & TP 2	EA	480		
20	Thermoplastic Pvmt. Marking, Words (Stop)	EA	1		
	Total				

**ITB 2023-008 2023 Street Resurfacing**  
**Exhibit B: REVISED COST PROPOSAL**

**Company Name:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

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

**STATE OF GEORGIA  
CITY OF TUCKER**

**RESOLUTION R2023-03-08**

**A RESOLUTION TO APPROVE A CONTRACT FOR STREET RESURFACING**

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

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

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

**WHEREAS**, the Mayor and Council wish to see the streets and roads maintained in a state of good repair.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Tucker while at a regular meeting on March 13, 2023 that by passage of this Resolution contract C2023-008-PO23-454-CE2302-SP2301 is hereby approved by the governing authority.

APPROVED:

\_\_\_\_\_  
Frank Auman, Mayor

ATTEST:

\_\_\_\_\_  
Bonnie Warne, City Clerk

(seal)



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Ken Hildebrandt, City Engineer  
**CC:** Tami Hanlin, City Manager  
**Date:** March 13, 2023  
**RE:** Award of Task Order for E Ponce de Leon Avenue Sidewalk Design

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### **Description for on Agenda:**

Award of a task order for the engineering design of sidewalk on E Ponce de Leon Avenue

### **Issue:**

Award of a task order for the engineering design on E Ponce de Leon Avenue

### **Recommendation:**

Staff recommends awarding Task Order #2 to Keck and Wood in the amount of \$91,885.

### **Background:**

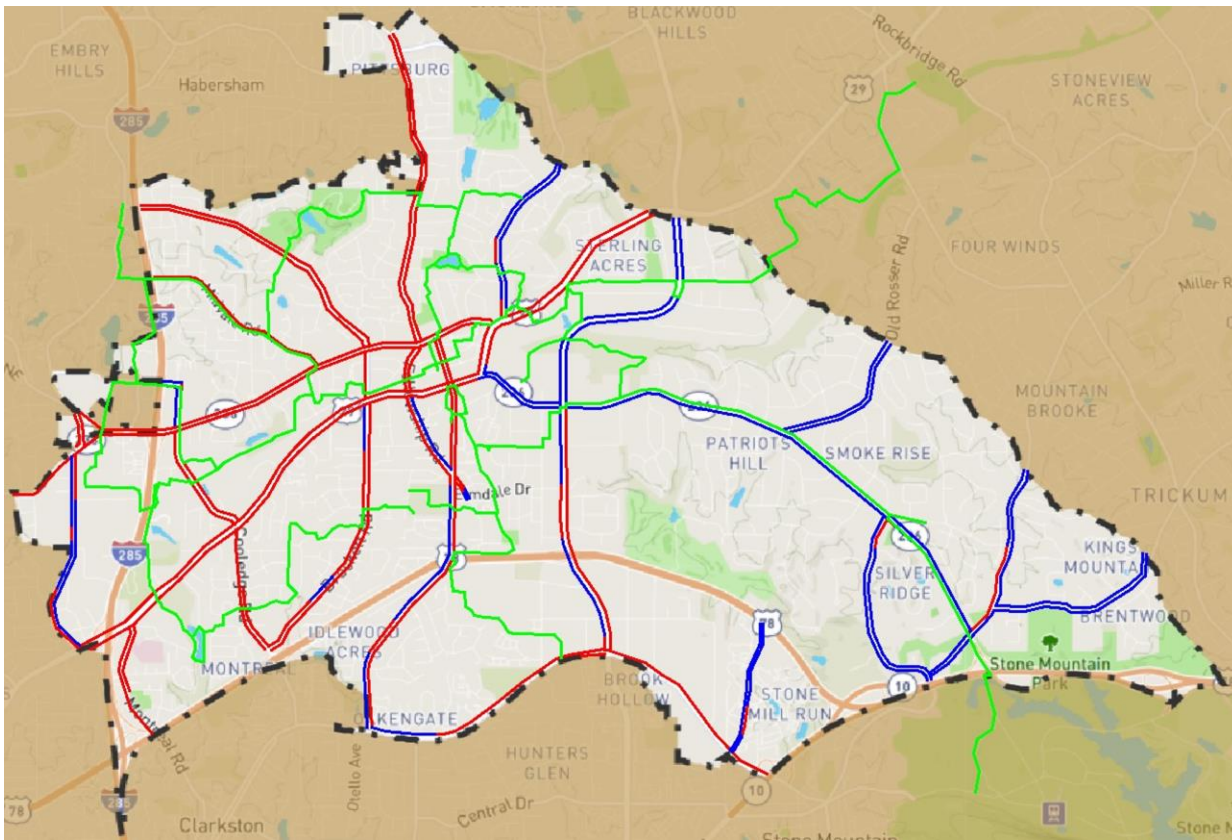
This sidewalk design is for the north side of E Ponce de Leon Avenue from Idlewood Road to the Orchard Park Apartments (approx. 2,430 LF).

### **Summary:**

Construction plans will include a topographic survey, Subsurface Utility Engineering, erosion control plans, stormwater improvements, and right-of-way plans if required.

### **Financial Impact:**

\$91,885 will be funded from the SPLOST Sidewalk account (SP2202; GL # 320-4224-54.14000).



Existing  
Sidewalk: Red

Needed  
Sidewalk: Blue

Proposed Trail:  
Green



## CONTRACT AGREEMENT

### TASK ORDER # 2 (2022-018) – East Ponce de Leon Sidewalk Design

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_; by and between The City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia and (“Consultant”) KECK AND WOOD INC. located at 3090 Premiere Parkway, Suite 200, Duluth, GA 30097.

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 requested a cost estimate for the scope of services from the Consultant pursuant to the executed On Call Engineering agreement and due to the Consultant’s specific knowledge of the subject matter. Consultant to furnish all items, labor services, materials and appurtenances called for in accordance with the scope of services as well as the services as called for in the specifications; and

WHEREAS, the Consultant submitted a response to the request for estimate per the scope of services; and

WHEREAS, the Consultant's estimate was deemed by the City of Tucker to be responsive and responsible 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 Consultant 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 and COST PROPOSAL**

**EXHIBIT B - W-9**

**EXHIBIT C - CERTIFICATE OF INSURANCE**

**EXHIBIT D - IMMIGRATION AFFIDAVIT**  
**EXHIBIT E- CONTACT INFORMATION**

**2.0 Key Personnel**

The City of Tucker enters into this Agreement having relied upon Consultant'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 Consultant 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 Consultant will be paid for the services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "A" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$91,885.00**

Billings. If applicable, the Consultant shall submit, on a regular basis, an invoice for 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 Consultant shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Consultant under the Contract. The Consultant shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to [invoice@tuckerga.gov](mailto:invoice@tuckerga.gov) and must reference the PO#. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit B" (W-9)**.

**3.2. Delay of Payment Due to Consultant's Failure.** If the City in good faith determines that the Consultant has failed to perform or deliver any service or product as required by the Contract, the Consultant 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 Consultant's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Consultant'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 Consultant. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

**3.3. Set-Off Against Sums Owed by the Consultant.** In the event that the Consultant 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 Consultant in the City's sole discretion.

#### **4.0 Duration of Contract**

The Contract between the City and the Consultant shall begin upon execution of this contract and delivery of notice to proceed to Consultant. All invoices postmarked by the City during said term shall be filled at the contract price.

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

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

#### **5.0 Independent Consultant**

- 5.1. The Consultant shall be an independent Consultant. The Consultant is not an employee, agent or representative of the City of Tucker. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, license or approvals that may be necessary for the performance of the services. The Consultant 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 Consultant 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 Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant 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 Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

#### **6.0 Indemnification**

- 6.1 The Consultant agrees to indemnify and hold harmless the City, its public officials, officers, employees, and agents from and against any and all damages, losses, or expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or its

agents, sub-consultants or employees utilized by the Consultant in the performance of this Contract.

- 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 Consultant in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Consultant detailing how correction(s) will be made is required to be delivered to the City. Consultant 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 Consultant.

### **7.1 Final Completion, Acceptance, and Payment**

- i. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Consultant once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Consultant shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Consultant and any of its sub-consultants, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Consultant or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Consultant's failure to perform the work in accordance with the Contract Documents.
- iii. Acceptance of final payment by Consultant, or any sub-consultant, shall constitute a waiver and release to City of all claims by Consultant, or any such sub-consultant 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 Consultant, 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 Consultant 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 Consultant shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 10.2 Consultant 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, Consultant shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit C" (Certificate of Insurance).**

## 11.0 Termination

- 11.1. Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
- (i) In the event the Consultant 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 Consultant, its agents, employees or sub-consultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Consultant fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Consultant furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

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

Contract:

- (i) The Consultant 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 Consultant;
  - (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Consultant fails to make substantial and timely progress toward performance of the contract;
  - (iv) The Consultant 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 Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - (v) The Consultant 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 Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
  - (vii) The Consultant 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 Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. 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 Consultant; 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 Consultant. In the event of a termination for convenience, Consultant 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 Consultant's failure to perform in accordance with this Agreement, the

City shall pay Consultant for work performed to date in accordance with Section herein. The City shall have no further liability to Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant's Termination Duties.** Upon receipt of notice of termination or upon request of the City, the Consultant 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 Consultant;
  - (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract;
  - (iv) Cooperate in good faith with the City, its employees, agents and Consultants during the transition period between the notification of termination and the substitution of any replacement Consultant; 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 Consultant.

## **12.0 Claims and Dispute Resolution**

### **12.1 Claims Procedure**

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Consultant's only remedy shall be to file a Claim with City as provided in this section.
- (ii) Consultant 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,

- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Consultant may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Consultant believes an extension in the Contract Time should be granted; and Consultant's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Consultant'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 Consultant believes City is liable.
- (vi) After Consultant has submitted a fully-documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Consultant with a decision within sixty (60) Days the date the Claim is received. or with notice to Consultant of the date by which it will render its decision.

## 12.2 Arbitration

- i) If Consultant disagrees with City's decision rendered in accordance with section 12. If, Consultant 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 Consultant and its sub-consultants.
- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
    - All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur,

in the Superior Court of DeKalb County.

- If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Consultant, or sub-consultant 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 Consultant, or sub-consultants 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 Consultant's employees, agents and sub-consultants may have access to confidential data maintained by the City to the extent necessary to carry out the Consultant's responsibilities under the Contract. The Consultant shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Consultant will have access to the City's confidential information, then:

- (i) The Consultant shall provide to the City a written description of the Consultant'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 Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Contract; and
- (iv) The Consultant shall provide adequate supervision and training to its agents, employees and sub-consultants 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 Consultant to sign a nondisclosure agreement. Consultant 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 Consultant shall be considered the property of the City. The Consultant 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 Consultant for records containing confidential information, the Consultant 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 Consultant shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5. Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

#### **14.0 Inclusion of Documents**

Consultant'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 Consultant'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 Consultant must obtain all necessary licenses and comply with local, state and federal requirements. The Consultant 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 Consultant shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant 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 Consultant purchases ownership with grant support.
5. Access to books, documents, papers and records of the Consultant 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 Consultant has executed an affidavit verifying that Consultant 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 D**" (**Immigration and Security Form**) and incorporated herein by reference and made a part of this contract.

- b. The Consultant further certifies that any sub-consultants employed by Consultant for the performance of this agreement has executed an appropriate sub-consultant 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 Consultant and each sub-consultant.
- c. Consultant'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 Consultant's failure to comply with said provisions shall constitute a material breach of this agreement.

#### **16.0 Assignment**

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

#### **17.0 Amendments in Writing**

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

#### **18.0 Drug-Free and Smoke-Free Workplace**

- 18.1 A drug-free and smoke-free workplace will be provided for the Consultant's employees during the performance of this Agreement; and
- 18.2 The Consultant will secure from any sub-Consultant 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 Consultant may be suspended, terminated, or debarred if it is determined that:
  - 18.3.1 The Consultant has made false certification herein; or
  - 18.3.2 The Consultant 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 Consultant 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, Consultant 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**

24.1 Consultant shall comply with copyright law and bear all responsibility for doing so.

24.2 All written work product designed for the City shall be jointly owned by both parties.

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:

CONSULTANT: **KECK AND WOOD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Bonnie Warne, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Ted Baggett, City Attorney

February 14, 2023

Ken Hilderbrant, PE, PTOE  
City Engineer  
City of Tucker  
4898 Lavista Rd  
Tucker, GA 30084

Re: Scope Description and Fee Estimate  
E Ponce De Leon Avenue Sidewalks E(north side) from Idlewood Road to the Orchard Park Apartments

Dear Mr. Hilderbrandt:

The City of Tucker (The "City") intends to improve E Ponce De Leon Avenue by adding sidewalks along the north side of the road, from Idlewood Road to the Orchard Park Apartments. Keck & Wood, Inc. (The "Engineer") intends to provide the City with professional engineering services for the implementation of this project. We propose the following scope of services:

### **Phase 1 – Database Preparation**

1. Topographic survey within the project limits described above.
2. Locate all utility markings, stormwater structures and pipes, including invert elevations, size, and material, within the project limits.
3. SUE level B utility location.
4. Locate property corners for the properties within the project limits.
5. Compile property information along the right-of-way for properties within the project limits utilizing DeKalb County GIS property information, GDOT right-of-way plans, and deeds and plats.

### **Phase 2 – Construction Plans**

1. Provide construction plans to include sidewalk design, drainage improvements, utility conflicts, GDOT standard gravity wall envelopes, and erosion & sediment control.
2. Prepare Erosion, Sediment, and Pollution Control plans (NPDES Notice of Intent (NOI) submittal and approval if greater than 1 acre of disturbance).
3. Prepare a pre- and post-construction stormwater analysis and provide recommendation and design of BMP's to mitigate any increase in runoff.
4. Provide detailed construction cost estimate.
5. Show required construction easements and right-of-way.
6. Prepare 8 ½"x11" right-of-way exhibit plats for parcels with required right-of-way and/or easements.
7. The Engineer will provide the City with 60% and 90% plans for review and comment.
8. The project is located on a city street, and will be funded with local funds; therefore permitting through the Georgia Department of Transportation is not anticipated.

### **Fee Schedule**

Compensation for work performed shall be billed on an hourly not to exceed basis utilizing our contracted hourly rates. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising,

Mr. Ken Hilderbrandt  
February 14, 2023  
Page 2 of 2

permitting and application fees are the responsibility of the City. Bidding and Construction Administration Phase services have not been estimated and will be available at our contracted hourly rates.

<b>Phase 1 – Database Preparation</b>	<b>\$20,035</b>
<b>Phase 2 – Construction Plans</b>	<b>\$71,850</b>
<b>Total</b>	<b>\$91,885</b>

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4017. We appreciate the opportunity to work with the City on this project.

Sincerely,  
KECK & WOOD, INC.

Robert Renwick, P.E.  
Vice President

Attachments:

1. Fee estimate

1. Fee Estimate

**East Ponce De Leon Avenue Sidewalks, Tucker, GA**  
**Keck Wood, Inc. Fee Estimate**

Task	Hourly Rate	Principal-In-Charge	Senior Engineer	Engineer	Staff Engineer	Direct Sub-consultant	Total
		\$240	\$220	\$175	\$140		
<b>Phase 1: Database Preparation</b>							
1001	Survey/SUE Phase Project Coordination/Management		4				\$880
1002	Field Survey Database/Subsurface Utility Engineering (SUE) QL-B					\$18,700	\$18,700
1003	Survey database review			1	2		\$455
<b>Phase 1: Subtotal Manhours</b>		<b>0</b>	<b>4</b>	<b>1</b>	<b>2</b>		<b>7</b>
<b>Phase 1: Subtotal Cost</b>		<b>\$0</b>	<b>\$880</b>	<b>\$175</b>	<b>\$280</b>	<b>\$18,700</b>	<b>\$20,035</b>
<b>Phase 2: Construction Plans</b>							
2001	Construction Plans Phase Project Coordination/Management	4	12				\$3,600
2002	Site Visit			4	4		\$1,260
2003	Preliminary Plans: Cover Sheet			1	2		\$455
2004	Preliminary Plans: Index			1	2		\$455
2005	Preliminary Plans: General Notes			1	2		\$455
2006	Preliminary Plans: Typical Sections		2	4	4		\$1,700
2007	Preliminary Plans: Mainline Roadway Plan	2	20	40	60		\$20,280
2008	Preliminary Plans: Driveway Profiles		1	2	4		\$1,130
2009	Preliminary Plans: Drainage Plan & Profiles		1	4	8		\$2,040
2010	Preliminary Plans: Cross Sections		4	20	40		\$9,980
2011	Preliminary Plans: Existing Utility Plans			2	4		\$910
2012	Preliminary Plans: Signing & Marking Plans			1	2		\$455
2013	Preliminary Plans: 3 Phase Erosion Control Plans		2	8	20		\$4,640
2014	Pre and Post-Construction Stormwater analysis and BMP recommendation		15	20	20		\$9,600
2015	Prepare a construction cost estimate		2	2	4		\$1,350
2016	Provide 60% plans to City for review and comment		1	2			\$570
2017	Revisions to the plans per City review comments		2	4	16		\$3,380
2018	Provide 90% plans to City for review and comment		1	2			\$570
2019	Revisions to the plans per City review comments		2	4	8		\$2,260
2020	Prepare Notice of Intent				2		\$280
2021	Provide ES&PC Plans to GSWCC for review and comment			2			\$350
2022	Revise plans per GSWCC review comments		2	4	8		\$2,260
2023	Prepare final Construction plans to City		2	4	8		\$2,260
2024	Provide Final Cost Estimate to City	2	1	2	4		\$1,610
<b>Phase 2: Subtotal Manhours</b>		<b>8</b>	<b>70</b>	<b>134</b>	<b>222</b>		<b>434</b>
<b>Phase 2: Subtotal Cost</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$71,850</b>
<b>Phase 1-2: Total Manhours</b>		<b>8</b>	<b>74</b>	<b>135</b>	<b>224</b>	<b>0</b>	<b>441</b>
<b>Phase 1-2: Total Cost</b>		<b>\$0</b>	<b>\$880</b>	<b>\$175</b>	<b>\$280</b>	<b>\$18,700</b>	<b>\$91,885</b>

## EXHIBIT B

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

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Keck & Wood, 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.

☐ 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) ► \_\_\_\_\_  
**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) **5**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**3090 Premiere Parkway, Suite 200**

6 City, state, and ZIP code

**Duluth, GA 30097**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

**5 8 - 0 8 0 1 7 5 4**

## 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 ► **01/05/2023**

## General Instructions

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

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

## 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 C

KECK&amp;WO-01

HUGNA1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2023

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

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

PRODUCER Townley Kenton, Inc 125 Clairemont Ave. Ste 520 Decatur, GA 30030	CONTACT NAME:	
	PHONE (A/C, No, Ext): (404) 377-7774	FAX (A/C, No): (404) 377-8517
	E-MAIL ADDRESS: rob@townleykenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Co ReadingPA	20427
INSURED  Keck & Wood, Inc. 3090 Premiere Pkwy, Ste 200 Duluth, GA 30097	INSURER B : CNA Insurance Companies	20427
	INSURER C : Continental Casualty Company	20443
	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	<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:			2076706267	1/1/2023	1/1/2024	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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			2076706382	1/1/2023	1/1/2024	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 \$ 10,000			2076706303	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> 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	2076706429	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ProfLiab \$75,000 Ded			AEH008232632	1/1/2023	1/1/2024	Each Claim 2,000,000
C	Professional Liab			AEH008232632	1/1/2023	1/1/2024	Aggregate Limit 3,000,000

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

## 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

## EXHIBIT D



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Keck & Wood, Inc.
Solicitation/Bid number or Project Description:	Fitzgerald Park Phase 2

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

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

1459512  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)  
Keck & Wood, Inc.  
Name of Contractor

10/15/2019  
Date of Authorization

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

Susan Schimek  
Printed Name (of Authorized Officer or Agent of Contractor)

Director, Human Resources  
Title (of Authorized Officer or Agent of Contractor)

Susan Schimek  
Signature (of Authorized Officer or Agent)

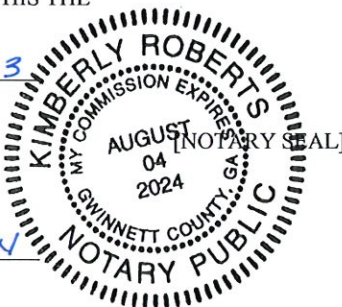
02/02/2023  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

2nd DAY OF February, 20 23

Kimberly Roberts  
Notary Public

My Commission Expires: Aug 4, 2024



## EXHIBIT E

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

Full Legal Name of Company: Keck & Wood, Inc.

Contractor Information:

Primary Contact Person: Sam J. Serio, PE

Title: Vice President Telephone Number: 678-417-4023

Secondary Contact Person: Adam Sheehan, PE

Title: Associate Vice President Telephone Number: 678-417-4025

Address: 3090 Premiere Parkway, Suite 200

City / State / Zip: Duluth, Georgia 30097

Mailing Address (If different than above): n/a

City / State / Zip: \_\_\_\_\_

E-mail Address: sserio@keckwood.com

Federal Employee ID Number (FEIN): 58 0801754

February 14, 2023

Ken Hilderbrant, PE, PTOE  
City Engineer  
City of Tucker  
4898 Lavista Rd  
Tucker, GA 30084

Re: Scope Description and Fee Estimate  
E Ponce De Leon Avenue Sidewalks E(north side) from Idlewood Road to the Orchard Park Apartments

Dear Mr. Hilderbrandt:

The City of Tucker (The "City") intends to improve E Ponce De Leon Avenue by adding sidewalks along the north side of the road, from Idlewood Road to the Orchard Park Apartments. Keck & Wood, Inc. (The "Engineer") intends to provide the City with professional engineering services for the implementation of this project. We propose the following scope of services:

### **Phase 1 – Database Preparation**

1. Topographic survey within the project limits described above.
2. Locate all utility markings, stormwater structures and pipes, including invert elevations, size, and material, within the project limits.
3. SUE level B utility location.
4. Locate property corners for the properties within the project limits.
5. Compile property information along the right-of-way for properties within the project limits utilizing DeKalb County GIS property information, GDOT right-of-way plans, and deeds and plats.

### **Phase 2 – Construction Plans**

1. Provide construction plans to include sidewalk design, drainage improvements, utility conflicts, GDOT standard gravity wall envelopes, and erosion & sediment control.
2. Prepare Erosion, Sediment, and Pollution Control plans (NPDES Notice of Intent (NOI) submittal and approval if greater than 1 acre of disturbance).
3. Prepare a pre- and post-construction stormwater analysis and provide recommendation and design of BMP's to mitigate any increase in runoff.
4. Provide detailed construction cost estimate.
5. Show required construction easements and right-of-way.
6. Prepare 8 ½"x11" right-of-way exhibit plats for parcels with required right-of-way and/or easements.
7. The Engineer will provide the City with 60% and 90% plans for review and comment.
8. The project is located on a city street, and will be funded with local funds; therefore permitting through the Georgia Department of Transportation is not anticipated.

### **Fee Schedule**

Compensation for work performed shall be billed on an hourly not to exceed basis utilizing our contracted hourly rates. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising,

Mr. Ken Hilderbrandt  
February 14, 2023  
Page 2 of 2

permitting and application fees are the responsibility of the City. Bidding and Construction Administration Phase services have not been estimated and will be available at our contracted hourly rates.

<b>Phase 1 – Database Preparation</b>	<b>\$20,035</b>
<b>Phase 2 – Construction Plans</b>	<b>\$71,850</b>
<b>Total</b>	<b>\$91,885</b>

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4017. We appreciate the opportunity to work with the City on this project.

Sincerely,  
KECK & WOOD, INC.

Robert Renwick, P.E.  
Vice President

Attachments:

1. Fee estimate

1. Fee Estimate



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Rip Robertson, Director, Parks and Recreation  
**CC:** Tami Hanlin, City Manager  
**Date:** 13 March 2023  
**RE:** Memo for TRC Parking & Pickleball Design and Construction Documents Contract

---

### **Description for on Agenda:**

**TRC Parking & Pickleball Design and Construction Documents Contract**

### **Issue:**

With the City of Tucker's commitment to quality parks and outdoor activity and based on rising participation and program demands, the Department is considering converting the backfield at TRC to accommodate additional access and parking along with dedicated pickleball courts, volleyball, and bocce ball.

### **Recommendation:**

Staff recommends approving C2023-TO19-PO23-00446-PR2306 with Root Design Studios, for a total of \$77,000.00 to complete the design, community information and summary and construction documents for these needed additions at TRC. Root Design Studios is one of our on-call design consultants.

### **Background:**

With the growing number of participants in our programs and athletics, it has become essential to add parking at the TRC. As we explored how to expand the access and parking, we were approached by citizens requesting pickleball courts as well. With no other available space at the TRC, the open space to the rear of the gymnasium became the focus. We were provided with a citizen generated rendering that accommodated both the needed parking, pickleball as well as previously identified bocce and sand volleyball. This discussion led to the development of the preliminary plan for the rear field. We also consulted the feasibility study completed in conjunction with our Parks and Recreation Master plan and this design will not impact any of the proposed options identified in the study.

### **Summary:**

This project will include necessary design (engineering and stormwater considerations) while also including a community information meeting and summary feedback. Once the design is completed and feedback incorporated, we will present the final design and documentation to Council prior to the bid

phase.

**Financial Impact:**

This project will be funded through the FY2024 Capital Improvement Program.



## **CONTRACT AGREEMENT**

### **TASK ORDER # 19 2019-037 (PO # 23-00446) TRC PARKING AND PICKLEBALL COURTS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_; by and between The City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia and ("Consultant") ROOT DESIGN STUDIO, LLC. located at 3469 Lawrenceville Highway, Suite 204, Tucker, GA 30084.

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 requested a cost estimate for a scope of services from the Consultant, with whom the City of Tucker has an executed On Call Park Design Services agreement and due to the Consultant's specific knowledge of the subject matter; and

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

#### **1.0 Scope of Work**

That the Consultant 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 and COST PROPOSAL**

**EXHIBIT B - W-9**

**EXHIBIT C - CERTIFICATE OF INSURANCE**

**EXHIBIT D - IMMIGRATION AFFIDAVIT**

**EXHIBIT E- CONTACT INFORMATION**

#### **2.0 Key Personnel**

The City of Tucker enters into this Agreement having relied upon Consultant'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 Consultant 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 Consultant will be paid for the services sold pursuant to the Contract in accordance with final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "A" (Scope of Service and Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$77,000.00**.

Billings. If applicable, the Consultant shall submit, on a regular basis, an invoice for 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 Consultant shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Consultant under the Contract. The Consultant shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to [invoice@tuckerga.gov](mailto:invoice@tuckerga.gov) and must reference the PO#. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit B" (W-9)**.

- 3.2. Delay of Payment Due to Consultant's Failure. If the City in good faith determines that the Consultant has failed to perform or deliver any service or product as required by the Contract, the Consultant 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 Consultant's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Consultant'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 Consultant. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.
- 3.3. Set-Off Against Sums Owed by the Consultant. In the event that the Consultant 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 Consultant in the City's sole discretion.

#### **4.0 Duration of Contract**

The Contract between the City and the Consultant shall begin upon execution of this contract and shall be completed within 120 days from contract execution. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution. All invoices postmarked by the City during said term shall be filled at the contract price.

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

#### **5.0 Independent Consultant**

- 5.1. The Consultant shall be an independent Consultant. The Consultant is not an employee, agent or representative of the City of Tucker. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, license or approvals that may be necessary for the performance of the services. The Consultant 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 Consultant 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 Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant 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 Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

#### **6.0 Indemnification**

- 6.1 The Consultant agrees to indemnify and hold harmless the City, its public officials, officers, employees, and agents from and against any and all damages, losses, or expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or its agents, subcontractors or employees utilized by the Consultant in the performance of this Contract.
- 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 Consultant in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Consultant detailing how correction(s) will be made is required to be delivered to the City. Consultant 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 Consultant.

### **7.1 Final Completion, Acceptance, and Payment**

- i. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Consultant once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Consultant shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Consultant and any of its subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Consultant or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Consultant's failure to perform the work in accordance with the Contract Documents.
- iii. Acceptance of final payment by Consultant, or any subcontractor, shall constitute a waiver and release to City of all claims by Consultant, 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 Consultant, 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 Consultant 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 Consultant shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 10.2 Consultant 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, Consultant shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit C" (Certificate of Insurance).**

## 11.0 Termination

- 11.1. Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
- (i) In the event the Consultant 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 Consultant, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Consultant fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Consultant furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.
- 11.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Consultant in default of its obligations under the Contract:
- (i) The Consultant 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 Consultant;

- (ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Consultant fails to make substantial and timely progress toward performance of the contract;
- (iv) The Consultant 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 Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Consultant 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 Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Consultant 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 Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. 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 Consultant; 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 Consultant. In the event of a termination for convenience, Consultant 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 Consultant's failure to perform in accordance with this Agreement, the City shall pay Consultant for work performed to date in accordance with Section herein. The City shall have no further liability to Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Consultant 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 Consultant;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract;
- (iv) Cooperate in good faith with the City, its employees, agents and Consultants during the transition period between the notification of termination and the substitution of any replacement Consultant; 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 Consultant.

## **12.0 Claims and Dispute Resolution**

### **12.1 Claims Procedure**

- (i) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Consultant's only remedy shall be to file a Claim with City as provided in this section.
- (ii) Consultant 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,
- (iii) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Consultant may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

- (iv) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Consultant believes an extension in the Contract Time should be granted; and Consultant's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- (v) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Consultant'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 Consultant believes City is liable.
- (vi) After Consultant has submitted a fully-documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Consultant with a decision within sixty (60) Days the date the Claim is received. or with notice to Consultant of the date by which it will render its decision.

## 12.2 Arbitration

- i) If Consultant disagrees with City's decision rendered in accordance with section 12. If, Consultant 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 Consultant and its subcontractors.
- ii) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
    - All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.
    - If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

- Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Consultant, 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 Consultant, 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 Consultant's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Consultant's responsibilities under the Contract. The Consultant shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Consultant will have access to the City's confidential information, then:
- (i) The Consultant shall provide to the City a written description of the Consultant'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 Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Contract; and
  - (iv) The Consultant 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 Consultant to sign a nondisclosure agreement. Consultant 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 Consultant shall be considered the property of the City. The Consultant 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 Consultant for records containing confidential information, the Consultant 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 Consultant shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5. Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

#### **14.0 Inclusion of Documents**

Consultant'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 Consultant'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 Consultant must obtain all necessary licenses and comply with local, state and federal requirements. The Consultant 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 Consultant shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant 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 Consultant purchases ownership with grant support.
5. Access to books, documents, papers and records of the Consultant 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 Consultant has executed an affidavit verifying that Consultant 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 D**" (**Immigration and Security Form**) and incorporated herein by reference and made a part of this contract.
- b. The Consultant further certifies that any subcontractors employed by Consultant 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 Consultant and each subcontractor.

- c. Consultant'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 Consultant's failure to comply with said provisions shall constitute a material breach of this agreement.

## **16.0 Assignment**

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

## **17.0 Amendments in Writing**

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

## **18.0 Drug-Free and Smoke-Free Workplace**

- 18.1 A drug-free and smoke-free workplace will be provided for the Consultant's employees during the performance of this Agreement; and
- 18.2 The Consultant will secure from any sub-Consultant 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 Consultant may be suspended, terminated, or debarred if it is determined that:
  - 18.3.1 The Consultant has made false certification herein; or
  - 18.3.2 The Consultant 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 Consultant 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, Consultant 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**

24.1 Consultant shall comply with copyright law and bear all responsibility for doing so.

24.2 All written work product designed for the City shall be jointly owned by both parties.

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:	CONSULTANT: KECK AND WOOD
By: _____	By: _____
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

Attest:

_____ Bonnie Warne, City Clerk	(Seal)
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Approved as to form:

_____ Ted Baggett, City Attorney
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## Tucker Recreation Center Pickleball Complex

### Task Order Proposal for Design & Engineering Services

Per the Master Agreement, "On-Call Park Design" 2019-037-RDS-003

February 16, 2023

### PROJECT UNDERSTANDING

- The project is located at 4898 Lavista Road (Tucker Recreation Center), Tucker, GA. The local permitting authorities are the City of Tucker and Dekalb County.
- The Client intends to construct a pickleball complex at the site of the existing football field behind the gym. The complex will include approximately 16 pickleball courts and 50 to 60 parking spaces. If space allows, the plan will also include sand volleyball and bocce ball courts. The plan will also include utility stub ups for a future restroom pavilion. The driveway will connect to the existing roundabout and the plan will include an accessible pedestrian connection to the existing sidewalk on the north side of the gym.
- Land disturbance will be greater than one acre. Based on this assumption, the proposal includes a three-phase erosion control plan that will follow the requirements of the NPDES. RDS will assist the Client with issuing the Notice of Intent (NOI) with the State EPD. The contractor will be responsible for monitoring and water sampling during construction. *The Client will be responsible for issuing the Notice of Termination (NOT) at completion of the project.*
- Impervious surface will be greater than 5,000 square feet. Based on this assumptions, the proposal includes a hydro study and storm water design.
- It is assumed that the proposed work is not located within jurisdictional stream buffers. Based on this assumption, a stream buffer variance is not included in this proposal.
- It is assumed that we will need new electrical service for the project. It is also assumed that the City will contract directly with Musco Lighting to provide the sports court lighting. This proposal includes power distribution design (including stub ups for the future restroom pavilion), power supply design for Musco lighting, and parking lot and general security lighting design.
- The Client will provide a survey of the property in AutoCAD format to include, boundary, topo and as-built conditions, which will be used as the basis of design for the project.
- It is assumed that the Client will hire a third-party geotechnical consulting firm to perform geotechnical testing (proofrolling) of the subgrade and base conditions for the parking lot during construction.
- RDS will employ the following subconsultants to assist in performing the work under this contract:
  - Civil Engineering  
Freedman Engineering Group  
1000 Whitlock Avenue, Suite 320, #218  
Marietta, GA 30064

- Electrical Engineering

Axia Consulting Group  
1050 Barber Creek Drive, Building 100, Suite 101  
Watkinsville, GA 30677  
www.axiagrp.com

## SCOPE OF WORK

### TASK 1: CONCEPT DESIGN

- 1.1 Review development codes and identify permit requirements.
- 1.2 Visit the site to field verify the base map and document existing conditions.
- 1.3 Analyze the existing conditions to identify challenges and opportunities for development of the project.
- 1.4 Prepare a concept plan showing the following at a minimum:
  - 1.4.1 Pickleball courts, including a future restroom pavilion.
  - 1.4.2 Asphalt parking lot with approximately 50 to 60 parking spaces, including accessible spaces as required and a driveway connection to the existing turnaround.
  - 1.4.3 Two bocce ball courts, if space allows.
  - 1.4.4 One or two sand volleyball courts, if space allows.
  - 1.4.5 Basic lighting/electrical assumptions.
  - 1.4.6 Pedestrian connections throughout the complex, including an accessible connection to the existing sidewalk on the north side of the gym.
  - 1.4.7 Site furnishings.
  - 1.4.8 Landscaping.
- 1.5 Concept plan will be drawn to scale, and color rendered with labels and notes to describe the design intent.
- 1.6 Present the concept plan to the Client for review and comment.
- 1.7 Update the concept plan for final review and approval by the Client.

### TASK 2: CONSTRUCTION DOCUMENTS

- 2.1 Prepare construction documents to include the following:
  - 2.1.1 Cover Sheet: including relevant project and contact information as required.
  - 2.1.2 General Notes.

- 2.1.3 Existing Conditions: (survey provided by Client).
- 2.1.4 Site Plan: including location, layout and description of all proposed design elements with dimensions, labels and notes.
- 2.1.5 Erosion Control Plan, Notes and Details: This proposal includes a three-phase erosion control plan as required by the National Pollution Discharge Elimination System (NPDES).
- 2.1.6 Demolition Plan: including location and description of all existing elements to be removed, relocated and/or reused.
- 2.1.7 Stormwater Plans: including a hydrology study and detention pond design. *(Does not include retaining walls for detention)*.
- 2.1.8 Grading & Drainage Plan: including existing and proposed contours, critical spot grades, proposed drainage structures, storm pipes with inverts and slopes, and headwalls.
- 2.1.9 Utility Plan: including water and sewer stub ups for the future pavilion.
- 2.1.10 Lighting and Electrical Plan: including power distribution design, power supply design for Musco lighting, and parking lot and general security lighting design RDS will coordinate with the Client and MUSCO to develop the lighting plan. *It is assumed that MUSCO will provide electrical plans and lighting specifications, as required for the sports court lighting.*
- 2.1.11 Construction Details: including pavement sections, curbs, drainage structures, pickleball courts, fencing, signage, site furnishings, and other details as needed to construct the project. Details will be based on applicable jurisdictional standards as well as acceptable industry standards.
- 2.1.12 Landscape Plans, Details & Notes: including graphic symbols and callouts indicating the location and type of specific plant material, a plant schedule with botanical names, common names, quantities, sizes, spacing and special characteristics, and planting instructions and specifications.
- 2.1.13 Written Technical Specifications: as required.
- 2.2 Construction Documents will be suitable for pricing and will provide for complete installation, maintenance during construction, and warranty of the work.
- 2.3 Plans will be provided to the City for review and comment at 60% and 90% completion.
- 2.4 During the design phase, RDS will participate in a public meeting to present the proposed design and receive public comments. RDS will prepare a summary of the meeting to document the input and provide the summary to the City.
- 2.5 *RDS recommends that the City provide the 60% set of plans to a contractor or a cost estimating service for preliminary pricing. RDS will facilitate this process as needed.*
- 2.6 Final plans and specifications will incorporate feedback from the 90% review.

### **TASK 3: PERMITTING**

- 3.1 Prepare necessary permit applications and submit the plans to the permitting authorities for review.

- 3.2 Address comments from the permitting authorities, as needed, to secure permit approvals.
- 3.3 The Client will be responsible for any and all permit or application fees, connection fees, tap fees, impact fees, etc.

**TASK 4:  
BIDDING & AWARD**

- 4.1 Assist the Client with drafting an advertisement for competitive bids.
- 4.2 Assist the Client with preparation of bid documents.
- 4.3 *The Client will be responsible for posting the advertisement, as required by state and local law.*
- 4.4 Attend a pre-bid conference to review the bidding instructions and project requirements.
- 4.5 Review and respond to RFI's and questions for clarification.
- 4.6 Review bids for accuracy and completeness, tabulate and make a recommendation for award.
- 4.7 Assist the Client with executing the construction contract with the General Contractor.

**TASK 5:  
CONSTRUCTION ADMINISTRATION  
(Anticipated construction duration is 6 months)**

- 5.1 Attend a pre-construction conference with the Client and the Contractor to review the scope and schedule.
- 5.2 Assist the City with filing a Notice of Intent (NOI) and Notice of Termination (NOT) as required by the National Pollution Discharge Elimination System (NPDES).
- 5.3 Conduct 7-day NPDES Erosion Control Inspection.
- 5.4 Review and respond to Contractor RFI's, submittals and shop drawings.
- 5.5 Attend five (5) monthly progress meetings during construction to review the work completed, resolve outstanding issues, review schedule and critical path, and review payment applications.
- 5.6 Attend four (4) intermediate site visits to review layout and observe and document construction progress. Intermediate site visits will be scheduled, as needed, depending on the sequencing and progression of construction. Includes one visit per month, on average.
- 5.7 Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
- 5.8 Perform a final inspection and closeout of the project.

## COMPENSATION

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### Fee Schedule:

Task 1: Concept Design	\$4,000.00
Task 2: Construction Documents	\$47,700.00
Task 3: Permitting	\$4,500.00
Task 4: Bidding & Award	\$3,000.00
<u>Task 5: Construction Administration</u>	<u>\$17,800.00</u>
<b>Total Lump Sum Fee</b>	<b>\$77,000.00</b>

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## EXCLUSIONS

- The following items are not included in the scope of services:
  - Land Surveying (provided by Client)
  - Environmental Assessments and Reports
  - Perspective illustrations and final renderings for marketing
  - 3-D computer modelling or “fly-throughs”
  - Irrigation design
  - Athletic lighting design and specifications (by Musco)
  - Low voltage design (including HVAC controls, telecom., security, A/V and public address)
  - Generator Design, Power System studies, lightning protection, utility design (ahead of electrical service entrance), or pedestrian lighting (other than parking and security)
  - Design of retaining walls or vertical structures greater than four feet in height
  - Design of the Restroom Pavilion
  - Cost Estimating
  - LEED or other third-party certification program documentation and calculations
  - Fees related to obtaining permits (i.e. processing fees, impact fees, permit fees, etc.)
  - Owner requested revisions to the contract documents after submittal to permitting authorities
  - Extensive value engineering and/or re-design if bid prices come in over budget
  - Revisions to the plans during construction due to unforeseen conditions
  - Certified as-built drawings.

Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Michael W Kidd**

Business name/disregarded entity name, if different from above

**Root Design Studio, LLC**

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

**3469 Lawrenceville Hwy, Suite 204**

City, state, and ZIP code

**Tucker, GA 30084**

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

--	--	--	--	--	--	--	--	--	--

**Employer identification number**

2	7	-	4	8	2	5	0	1	3
---	---	---	---	---	---	---	---	---	---

### 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).

**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 on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶



Date ▶

**12/30/2021**

### General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# EXHIBIT C

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2023

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> EDGEWOOD PARTNERS INS CENTER/PHS 20266206 3780 MANSELL ROAD SUITE 370 ALPHARETTA GA 30022	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (770) 552-4225 <b>(A/C, No, Ext):</b>	<b>FAX</b> <b>(A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Sentinel Insurance Company Ltd.	
	<b>INSURER B:</b> Trumbull Insurance Company	
<b>INSURED</b> ROOT DESIGN STUDIO, LLC 3469 LAWRENCEVILLE HWY STE 204 TUCKER GA 30084-5866	<b>NAIC#</b>	
	11000	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### 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/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			20 SBA TU2109	04/24/2022	04/24/2023	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			20 SBA TU2109	04/24/2022	04/24/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRE AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/> AUTOS		<input checked="" type="checkbox"/> AUTOS					
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	DED		RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG AV4L6V	12/02/2022	12/02/2023	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			20 SBA TU2109	04/24/2022	04/24/2023	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

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

Those usual to the Insured's Operations.

### 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

*Susan L. Castaneda*

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## EXHIBIT D



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Root Design Studio, LLC
Solicitation/Bid number or Project Description:	Tucker Rec. Center Parking & Pickleball

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

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

573897  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)  
Root Design Studio  
Name of Contractor

6/25/2012  
Date of Authorization

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

Michael Kidd  
Printed Name (of Authorized Officer or Agent of Contractor)

President  
Title (of Authorized Officer or Agent of Contractor)

[Signature]  
Signature (of Authorized Officer or Agent)

3/6/2023  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

6<sup>th</sup> DAY OF March, 2023

[Signature]  
Notary Public

My Commission Expires: 8/21/26

[NOTARY SEAL]



## Contact Information Form

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

Full Legal Name of Company: Root Design Studio, LLC

Contractor Information:

Primary Contact Person: Michael Kidd

Title: President Telephone Number: 404-895-2253

Secondary Contact Person: Andrea Greco

Title: Secretary Telephone Number: 404-606-3654

Address: 3469 Lawrenceville Hwy., STE 204

City / State / Zip: Tucker, GA 30084

Mailing Address (If different than above): \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-mail Address: mkidd@RootDStudio.com

Federal Employee ID Number (FEIN): 27-4825013



# Tucker Recreation Center Pickleball Complex

## Task Order Proposal for Design & Engineering Services

Per the Master Agreement, "On-Call Park Design" 2019-037-RDS-003

February 16, 2023

### PROJECT UNDERSTANDING

- The project is located at 4898 Lavista Road (Tucker Recreation Center), Tucker, GA. The local permitting authorities are the City of Tucker and Dekalb County.
- The Client intends to construct a pickleball complex at the site of the existing football field behind the gym. The complex will include approximately 16 pickleball courts and 50 to 60 parking spaces. If space allows, the plan will also include sand volleyball and bocce ball courts. The plan will also include utility stub ups for a future restroom pavilion. The driveway will connect to the existing roundabout and the plan will include an accessible pedestrian connection to the existing sidewalk on the north side of the gym.
- Land disturbance will be greater than one acre. Based on this assumption, the proposal includes a three-phase erosion control plan that will follow the requirements of the NPDES. RDS will assist the Client with issuing the Notice of Intent (NOI) with the State EPD. The contractor will be responsible for monitoring and water sampling during construction. *The Client will be responsible for issuing the Notice of Termination (NOT) at completion of the project.*
- Impervious surface will be greater than 5,000 square feet. Based on this assumptions, the proposal includes a hydro study and storm water design.
- It is assumed that the proposed work is not located within jurisdictional stream buffers. Based on this assumption, a stream buffer variance is not included in this proposal.
- It is assumed that we will need new electrical service for the project. It is also assumed that the City will contract directly with Musco Lighting to provide the sports court lighting. This proposal includes power distribution design (including stub ups for the future restroom pavilion), power supply design for Musco lighting, and parking lot and general security lighting design.
- The Client will provide a survey of the property in AutoCAD format to include, boundary, topo and as-built conditions, which will be used as the basis of design for the project.
- It is assumed that the Client will hire a third-party geotechnical consulting firm to perform geotechnical testing (proofrolling) of the subgrade and base conditions for the parking lot during construction.
- RDS will employ the following subconsultants to assist in performing the work under this contract:
  - Civil Engineering  
Freedman Engineering Group  
1000 Whitlock Avenue, Suite 320, #218  
Marietta, GA 30064

- Electrical Engineering

Axia Consulting Group  
1050 Barber Creek Drive, Building 100, Suite 101  
Watkinsville, GA 30677  
www.axiagrp.com

## SCOPE OF WORK

### TASK 1: CONCEPT DESIGN

- 1.1 Review development codes and identify permit requirements.
- 1.2 Visit the site to field verify the base map and document existing conditions.
- 1.3 Analyze the existing conditions to identify challenges and opportunities for development of the project.
- 1.4 Prepare a concept plan showing the following at a minimum:
  - 1.4.1 Pickleball courts, including a future restroom pavilion.
  - 1.4.2 Asphalt parking lot with approximately 50 to 60 parking spaces, including accessible spaces as required and a driveway connection to the existing turnaround.
  - 1.4.3 Two bocce ball courts, if space allows.
  - 1.4.4 One or two sand volleyball courts, if space allows.
  - 1.4.5 Basic lighting/electrical assumptions.
  - 1.4.6 Pedestrian connections throughout the complex, including an accessible connection to the existing sidewalk on the north side of the gym.
  - 1.4.7 Site furnishings.
  - 1.4.8 Landscaping.
- 1.5 Concept plan will be drawn to scale, and color rendered with labels and notes to describe the design intent.
- 1.6 Present the concept plan to the Client for review and comment.
- 1.7 Update the concept plan for final review and approval by the Client.

### TASK 2: CONSTRUCTION DOCUMENTS

- 2.1 Prepare construction documents to include the following:
  - 2.1.1 Cover Sheet: including relevant project and contact information as required.
  - 2.1.2 General Notes.

- 2.1.3 Existing Conditions: (survey provided by Client).
- 2.1.4 Site Plan: including location, layout and description of all proposed design elements with dimensions, labels and notes.
- 2.1.5 Erosion Control Plan, Notes and Details: This proposal includes a three-phase erosion control plan as required by the National Pollution Discharge Elimination System (NPDES).
- 2.1.6 Demolition Plan: including location and description of all existing elements to be removed, relocated and/or reused.
- 2.1.7 Stormwater Plans: including a hydrology study and detention pond design. *(Does not include retaining walls for detention)*.
- 2.1.8 Grading & Drainage Plan: including existing and proposed contours, critical spot grades, proposed drainage structures, storm pipes with inverts and slopes, and headwalls.
- 2.1.9 Utility Plan: including water and sewer stub ups for the future pavilion.
- 2.1.10 Lighting and Electrical Plan: including power distribution design, power supply design for Musco lighting, and parking lot and general security lighting design RDS will coordinate with the Client and MUSCO to develop the lighting plan. *It is assumed that MUSCO will provide electrical plans and lighting specifications, as required for the sports court lighting.*
- 2.1.11 Construction Details: including pavement sections, curbs, drainage structures, pickleball courts, fencing, signage, site furnishings, and other details as needed to construct the project. Details will be based on applicable jurisdictional standards as well as acceptable industry standards.
- 2.1.12 Landscape Plans, Details & Notes: including graphic symbols and callouts indicating the location and type of specific plant material, a plant schedule with botanical names, common names, quantities, sizes, spacing and special characteristics, and planting instructions and specifications.
- 2.1.13 Written Technical Specifications: as required.
- 2.2 Construction Documents will be suitable for pricing and will provide for complete installation, maintenance during construction, and warranty of the work.
- 2.3 Plans will be provided to the City for review and comment at 60% and 90% completion.
- 2.4 During the design phase, RDS will participate in a public meeting to present the proposed design and receive public comments. RDS will prepare a summary of the meeting to document the input and provide the summary to the City.
- 2.5 *RDS recommends that the City provide the 60% set of plans to a contractor or a cost estimating service for preliminary pricing. RDS will facilitate this process as needed.*
- 2.6 Final plans and specifications will incorporate feedback from the 90% review.

### **TASK 3: PERMITTING**

- 3.1 Prepare necessary permit applications and submit the plans to the permitting authorities for review.

- 3.2 Address comments from the permitting authorities, as needed, to secure permit approvals.
- 3.3 The Client will be responsible for any and all permit or application fees, connection fees, tap fees, impact fees, etc.

**TASK 4:  
BIDDING & AWARD**

- 4.1 Assist the Client with drafting an advertisement for competitive bids.
- 4.2 Assist the Client with preparation of bid documents.
- 4.3 *The Client will be responsible for posting the advertisement, as required by state and local law.*
- 4.4 Attend a pre-bid conference to review the bidding instructions and project requirements.
- 4.5 Review and respond to RFI's and questions for clarification.
- 4.6 Review bids for accuracy and completeness, tabulate and make a recommendation for award.
- 4.7 Assist the Client with executing the construction contract with the General Contractor.

**TASK 5:  
CONSTRUCTION ADMINISTRATION  
(Anticipated construction duration is 6 months)**

- 5.1 Attend a pre-construction conference with the Client and the Contractor to review the scope and schedule.
- 5.2 Assist the City with filing a Notice of Intent (NOI) and Notice of Termination (NOT) as required by the National Pollution Discharge Elimination System (NPDES).
- 5.3 Conduct 7-day NPDES Erosion Control Inspection.
- 5.4 Review and respond to Contractor RFI's, submittals and shop drawings.
- 5.5 Attend five (5) monthly progress meetings during construction to review the work completed, resolve outstanding issues, review schedule and critical path, and review payment applications.
- 5.6 Attend four (4) intermediate site visits to review layout and observe and document construction progress. Intermediate site visits will be scheduled, as needed, depending on the sequencing and progression of construction. Includes one visit per month, on average.
- 5.7 Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
- 5.8 Perform a final inspection and closeout of the project.

## COMPENSATION

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### Fee Schedule:

Task 1: Concept Design	\$4,000.00
Task 2: Construction Documents	\$47,700.00
Task 3: Permitting	\$4,500.00
Task 4: Bidding & Award	\$3,000.00
<u>Task 5: Construction Administration</u>	<u>\$17,800.00</u>
<b>Total Lump Sum Fee</b>	<b>\$77,000.00</b>

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## EXCLUSIONS

- The following items are not included in the scope of services:
  - Land Surveying (provided by Client)
  - Environmental Assessments and Reports
  - Perspective illustrations and final renderings for marketing
  - 3-D computer modelling or “fly-throughs”
  - Irrigation design
  - Athletic lighting design and specifications (by Musco)
  - Low voltage design (including HVAC controls, telecom., security, A/V and public address)
  - Generator Design, Power System studies, lightning protection, utility design (ahead of electrical service entrance), or pedestrian lighting (other than parking and security)
  - Design of retaining walls or vertical structures greater than four feet in height
  - Design of the Restroom Pavilion
  - Cost Estimating
  - LEED or other third-party certification program documentation and calculations
  - Fees related to obtaining permits (i.e. processing fees, impact fees, permit fees, etc.)
  - Owner requested revisions to the contract documents after submittal to permitting authorities
  - Extensive value engineering and/or re-design if bid prices come in over budget
  - Revisions to the plans during construction due to unforeseen conditions
  - Certified as-built drawings.



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Beverly Hilton, Finance Director  
**CC:** Tami Hanlin, City Manager  
**Date:** March 13, 2023  
**RE:** Memo for Budget Amendment #1 FY23

---

### **Description for on Agenda:**

Resolution R2023-03-03 for Budget Amendment FY23

### **Issue:**

Amendment to FY23 Budget Appropriations needed for General Fund, Tree Fund, Capital Fund and Stormwater Funds.

### **Recommendation:**

Staff recommends approval of Resolution R2023-03-03 to amend the FY23 Budget for General Fund, Tree Fund, Capital Fund and Stormwater Funds.

### **Background:**

Referendum passed in November to pull public works and stormwater in from Dekalb County. Stormwater fees are billed and collected with property taxes. Property taxes collected for designated services for streets and roads will be included on City of Tucker tax bills as a separate item from the designated services for parks. This revenue has formerly been billed and collected by Dekalb County.

### **Summary:**

Public Works and Stormwater officially become the responsibility of the City of Tucker effective July 1, 2023. Work is required prior to July 1 to facilitate service delivery on that date. Contracts have been approved that require funding. Staff is recommending a transfer from the General Fund to cover expenses until revenue is received from property taxes and stormwater fees collected in the fall. Staff has created Fund 560 for the Stormwater Fund which is an enterprise fund. General Fund requires an amendment to reflect the transfer to Stormwater Fund and to Capital Projects Fund. Tree Fund requires an amendment to reflect revenue and expenditures that were not in original budget. Capital Project Fund requires an amendment to cover expenses for Council approved contract with Barge for oversight of Tucker Town Green. Transfer from General Fund has been increased to fund of all prior and current year approved projects.

### **Financial Impact:**

Financial statements for funds 100, 206, 300 and 560 are attached showing the original budget appropriated by Council and amended budget totals recommended for approval. Page 243 of 265



**A RESOLUTION TO AMEND FISCAL YEAR 2023 BUDGETS**

**WHEREAS**, the Mayor and City Council adopted the FY2023 budget on June 13, 2022; and

**WHEREAS**, O.C.G.A. § 36-81-3(d) and Section 5.04 of the City Charter allow the Mayor and City Council to amend the operating or capital; and

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Council of the City of Tucker while at a regularly called meeting on March 13, 2023, that the attached Exhibit A for FY2023 amendment to operating and capital budget is approved for the fiscal year 2023 and becomes effective upon its adoption;

**SO ORDAINED**, this the 13<sup>th</sup> day of March, 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
Frank Auman, Mayor

\_\_\_\_\_  
Bonnie Warne, City Clerk

(seal)

**City of Tucker**  
**FY23 Budget Report as of 02/28/2023**

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
<b>Fund: 100 GENERAL FUND</b>						
Account Category: Estimated Revenues						
Department: 0000 NON DEPARTMENTAL						
100-0000-31.13100	MOTOR VEHICLE TAX	30,000.00	30,000.00	30,000.00	5,450.00	0.00
100-0000-31.13150	TITLE AD VALOREM TAX	1,000,000.00	1,000,000.00	1,000,000.00	634,721.00	0.00
100-0000-31.13400	INTANGIBLE TAXES	1,500.00	2,000.00	2,000.00	1,691.00	0.00
100-0000-31.16000	REAL ESTATE TRANSFER TAXES	600.00	600.00	600.00	657.00	0.00
100-0000-31.17000	FRANCHISE FEES	4,500,000.00	4,000,000.00	4,000,000.00	484,215.00	0.00
100-0000-31.42000	ALCOHOLIC BEVERAGE EXCISE TAX	493,000.00	545,000.00	545,000.00	393,951.00	0.00
100-0000-31.43000	LOCAL OPTION MIXED DRINK	129,000.00	145,000.00	145,000.00	84,730.00	0.00
100-0000-31.61000	BUSINESS & OCCUPATION TAXES	3,950,000.00	3,950,000.00	3,950,000.00	1,932,043.00	0.00
100-0000-31.62000	INSURANCE PREMIUM TAX	2,853,500.00	3,020,000.00	3,020,000.00	3,019,999.00	0.00
100-0000-31.63000	FINANCIAL INSTITUTIONS TAXES	125,000.00	125,000.00	125,000.00	0.00	0.00
100-0000-31.90000	PENALTIES AND INTEREST	21,000.00	55,000.00	55,000.00	39,497.00	0.00
100-0000-32.11000	ALCOHOLIC BEVERAGES	350,000.00	350,000.00	350,000.00	320,820.00	0.00
100-0000-32.12200	INSURANCE LICENSE	40,000.00	46,000.00	46,000.00	43,500.00	0.00
100-0000-34.11900	OTHER FEES	1,000.00	1,000.00	1,000.00	97.00	0.00
100-0000-34.93000	BAD CHECK FEES	0.00	500.00	500.00	320.00	0.00
100-0000-36.10000	INTEREST	23,000.00	240,000.00	240,000.00	149,148.00	0.00
100-0000-36.30000	UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	(16,000.00)	(16,000.00)	(3,598.00)	0.00
100-0000-37.10000	CONTRIBUTIONS / DONATIONS	100,000.00	10,000.00	10,000.00	3,500.00	0.00
100-0000-38.90000	MISCELLANEOUS REVENUE	0.00	1,000.00	1,000.00	726.00	0.00
Total Department 0000:		13,617,600.00	13,505,100.00	13,505,100.00	7,111,467.00	0.00
Department: 1540 HUMAN RESOURCES						
100-1540-33.60000	LOCAL GOVERNMENT UNIT GRANT	0.00	2,500.00	2,500.00	1,250.00	0.00
Total Department 1540:		0.00	2,500.00	2,500.00	1,250.00	0.00
Department: 2650 MUNICIPAL COURT						
100-2650-35.10000	MUNICIPAL COURT	500,000.00	51,000.00	51,000.00	2,325.00	0.00
100-2650-35.11000	TRAFFIC COURT	0.00	600,000.00	600,000.00	352,132.00	0.00
Total Department 2650:		500,000.00	651,000.00	651,000.00	354,187.00	0.00
Department: 4224 SIDEWALKS						
100-4224-37.10000	SIDEWALK CONTRIBUTIONS	0.00	5,200.00	5,200.00	5,163.00	0.00
Total Department 4224:		0.00	5,200.00	5,200.00	5,163.00	0.00
Department: 6210 PARKS & RECREATION						
100-6210-31.91100	PENALTIES & INTEREST ON DELINQUENT TAXES	6,000.00	8,000.00	8,000.00	6,228.00	0.00
100-6210-33.70000	MILLAGE FROM DEKALB	2,050,000.00	2,050,000.00	2,050,000.00	1,959,301.00	0.00
100-6210-34.72001	CITY POOLS	58,500.00	58,500.00	58,500.00	18,615.00	0.00
100-6210-34.75000	PROGRAM FEES -- SUMMER CAMP	115,000.00	115,000.00	115,000.00	102,106.00	0.00
100-6210-34.75002	PROGRAM FEES - LEAGUES & TOURNAMENTS	68,000.00	68,000.00	68,000.00	70,617.00	0.00
100-6210-34.75003	PROGRAM FEES -- OTHER	11,000.00	11,000.00	11,000.00	8,026.00	0.00
100-6210-34.75004	GYM MEMBERSHIPS	10,000.00	10,000.00	10,000.00	9,653.00	0.00
100-6210-34.75005	VENDING	2,900.00	2,900.00	2,900.00	574.00	0.00
100-6210-38.10000	RENTS & ROYALTIES	45,000.00	50,000.00	50,000.00	43,862.00	0.00
100-6210-38.10001	RENTS - FILM INDUSTRY	0.00	95,000.00	95,000.00	80,484.00	0.00
100-6210-38.90000	MISCELLANEOUS REVENUE	0.00	100.00	100.00	13.00	0.00
Total Department 6210:		2,366,400.00	2,468,500.00	2,468,500.00	2,299,479.00	0.00
Department: 7210 COMMUNITY DEVELOPMENT						
100-7210-32.22000	BUILDING PERMITS	550,000.00	800,000.00	800,000.00	695,839.00	0.00

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GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
100-7210-32.22100	DEVELOPMENT PERMITS	35,000.00	30,000.00	30,000.00	20,970.00	0.00
Total Department 7210:		585,000.00	830,000.00	830,000.00	716,809.00	0.00
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-37.10000	CONTRIBUTIONS / DONATIONS	0.00	3,000.00	3,000.00	1,174.00	0.00
Total Department 7520:		0.00	3,000.00	3,000.00	1,174.00	0.00
Department: 9000 INTERFUND						
100-9000-39.12000	TRANSFER FROM HOTEL	495,000.00	575,000.00	575,000.00	251,380.00	0.00
100-9000-39.12200	TRANSFER FROM RENTAL CAR	36,000.00	65,000.00	65,000.00	33,130.00	0.00
Total Department 9000:		531,000.00	640,000.00	640,000.00	284,510.00	0.00
<b>Estimated Revenues</b>		<b>17,600,000.00</b>	<b>18,105,300.00</b>	<b>18,105,300.00</b>	<b>10,774,039.00</b>	<b>0.00</b>

GL Number	Description	22-23 Original Budget	22-23 Amended Budget	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
Account Category: Appropriations						
Department: 1110 CITY COUNCIL						
100-1110-51.11000	REGULAR SALARIES	104,000.00	104,000.00	104,000.00	64,287.00	0.00
100-1110-51.22000	FICA TAXES	4,100.00	4,100.00	4,100.00	2,542.00	0.00
100-1110-51.24000	EMPLOYER 401A 10% CONTRIBUTION	6,500.00	6,500.00	6,500.00	3,833.00	0.00
100-1110-51.26000	UNEMPLOYMENT EXPENSE	0.00	125.00	125.00	30.00	0.00
100-1110-52.31000	GENERAL LIABILITY INSURANCE	6,000.00	20,000.00	20,000.00	17,731.00	0.00
100-1110-52.32000	CELL PHONES	7,200.00	7,200.00	7,200.00	2,350.00	0.00
100-1110-52.35000	TRAVEL EXPENSE	10,000.00	10,000.00	10,000.00	1,261.00	0.00
100-1110-52.37000	EDUCATION & TRAINING	10,000.00	10,000.00	10,000.00	3,250.00	0.00
100-1110-53.10000	OPERATING SUPPLIES - MAYOR	5,000.00	5,000.00	5,000.00	312.00	0.00
100-1110-53.10001	OPERATING SUPPLIES - DIST 1 POST 1	3,000.00	3,000.00	3,000.00	0.00	0.00
100-1110-53.10002	OPERATING SUPPLIES - DIST 1 POST 2	3,000.00	3,000.00	3,000.00	285.00	0.00
100-1110-53.10003	OPERATING SUPPLIES - DIST 2 POST 1	3,000.00	3,000.00	3,000.00	1,496.00	0.00
100-1110-53.10004	OPERATING SUPPLIES - DIST 2 POST 2	3,000.00	3,000.00	3,000.00	199.00	0.00
100-1110-53.10005	OPERATING SUPPLIES - DIST 3 POST 1	3,000.00	3,000.00	3,000.00	0.00	0.00
100-1110-53.10006	OPERATING SUPPLIES - DIST 3 POST 2	3,000.00	3,000.00	3,000.00	0.00	0.00
100-1110-53.17100	UNIFORMS	500.00	500.00	500.00	0.00	0.00
Total Department 1110:		171,300.00	185,425.00	185,425.00	97,576.00	0.00
Department: 1320 CITY MANAGER						
100-1320-51.11000	REGULAR SALARIES	332,904.00	332,904.00	332,904.00	207,048.00	0.00
100-1320-51.12000	TEMPORARY SALARIES - CONTINGENCY	5,760.00	0.00	0.00	0.00	0.00
100-1320-51.21000	GROUP HEALTH INSURANCE	33,290.00	46,000.00	46,000.00	27,857.00	0.00
100-1320-51.21001	DENTAL INSURANCE	2,531.00	0.00	0.00	0.00	0.00
100-1320-51.21002	VISION INSURANCE	815.00	0.00	0.00	0.00	0.00
100-1320-51.21003	LIFE INSURANCE	2,540.00	2,540.00	2,540.00	1,172.00	0.00
100-1320-51.21004	LONG TERM DISABILITY INSURANCE	3,900.00	3,900.00	3,900.00	2,669.00	0.00
100-1320-51.21005	SHORT TERM DISABILITY INSURANCE	450.00	450.00	450.00	271.00	0.00
100-1320-51.22000	FICA TAXES	5,770.00	5,770.00	5,770.00	3,022.00	0.00
100-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	37,150.00	37,150.00	37,150.00	20,705.00	0.00
100-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	14,860.00	14,860.00	14,860.00	8,282.00	0.00
100-1320-51.27000	WORKERS COMP	1,500.00	1,500.00	1,500.00	499.00	0.00

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GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
100-1320-52.12000	PROFESSIONAL SERVICES	46,000.00	26,000.00	26,000.00	1,575.00	0.00
100-1320-52.32000	CELL PHONES	1,620.00	1,620.00	1,620.00	336.00	0.00
100-1320-52.35000	TRAVEL EXPENSE	4,000.00	4,000.00	4,000.00	1,506.00	0.00
100-1320-52.36000	DUES & FEES	5,000.00	5,000.00	5,000.00	1,511.00	0.00
100-1320-52.37000	EDUCATION & TRAINING	6,000.00	6,000.00	6,000.00	1,655.00	0.00
100-1320-53.10000	OPERATING SUPPLIES	1,000.00	1,000.00	1,000.00	433.00	0.00
100-1320-53.17100	UNIFORMS	300.00	300.00	300.00	0.00	0.00
100-1320-53.17500	HOSPITALITY SUPPLIES	2,000.00	2,000.00	2,000.00	137.00	0.00
Total Department 1320:		507,390.00	490,994.00	490,994.00	278,678.00	0.00
Department: 1330 CITY CLERK						
100-1330-51.11000	REGULAR SALARIES	150,000.00	174,000.00	174,000.00	97,539.00	0.00
100-1330-51.21000	GROUP HEALTH INSURANCE	26,000.00	26,000.00	26,000.00	16,443.00	0.00
100-1330-51.21001	DENTAL INSURANCE	300.00	0.00	0.00	0.00	0.00
100-1330-51.21002	VISION INSURANCE	110.00	0.00	0.00	0.00	0.00
100-1330-51.21003	LIFE INSURANCE	460.00	460.00	460.00	286.00	0.00
100-1330-51.21004	LONG TERM DISABILITY INSURANCE	3,500.00	3,500.00	3,500.00	2,180.00	0.00
100-1330-51.21005	SHORT TERM DISABILITY INSURANCE	432.00	432.00	432.00	271.00	0.00
100-1330-51.22000	FICA TAXES	2,200.00	2,200.00	2,200.00	1,414.00	0.00
100-1330-51.24000	EMPLOYER 401A 10% CONTRIBUTION	15,000.00	15,000.00	15,000.00	9,754.00	0.00
100-1330-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,001.00	6,001.00	6,001.00	3,902.00	0.00
100-1330-51.27000	WORKERS COMP	400.00	400.00	400.00	168.00	0.00
100-1330-52.11000	ELECTION SERVICES	25,000.00	25,000.00	25,000.00	0.00	0.00
100-1330-52.32000	CELL PHONES	1,200.00	1,200.00	1,200.00	497.00	0.00
100-1330-52.33000	ADVERTISING	5,000.00	10,000.00	10,000.00	5,137.00	0.00
100-1330-52.35000	TRAVEL EXPENSE	3,000.00	3,000.00	3,000.00	882.00	0.00
100-1330-52.36000	DUES & FEES	1,000.00	1,000.00	1,000.00	167.00	0.00
100-1330-52.37000	EDUCATION & TRAINING	3,000.00	3,000.00	3,000.00	1,640.00	0.00
100-1330-53.10000	OPERATING SUPPLIES	1,000.00	1,000.00	1,000.00	288.00	0.00
100-1330-53.13000	FOOD SUPPLIES	1,500.00	1,500.00	1,500.00	0.00	0.00
100-1330-53.17100	UNIFORMS	200.00	200.00	200.00	0.00	0.00
100-1330-54.24000	COMPUTER/SOFTWARE	35,000.00	35,000.00	35,000.00	21,051.00	0.00
Total Department 1330:		280,303.00	308,893.00	308,893.00	161,619.00	0.00
Department: 1500 FACILITIES & BUILDINGS						
100-1500-52.12000	PROFESSIONAL SERVICES	0.00	33,600.00	33,600.00	10,310.00	0.00
100-1500-52.21300	JANITORIAL	4,600.00	4,600.00	4,600.00	1,900.00	0.00
100-1500-52.22000	REPAIRS & MAINTENANCE	20,000.00	20,000.00	20,000.00	10,739.00	1,146.00
100-1500-52.23100	BUILDING & OFFICE LEASES	415,360.00	426,000.00	426,000.00	283,711.00	139,137.00
100-1500-52.30100	REAL ESTATE RENTS/LEASES	600.00	600.00	600.00	0.00	0.00
100-1500-52.32100	INTERNET	28,000.00	28,000.00	28,000.00	12,655.00	0.00
100-1500-52.39000	OTHER PURCHASED SERVICES	8,000.00	8,000.00	8,000.00	2,037.00	0.00
100-1500-53.12100	WATER/SEWER	1,000.00	1,000.00	1,000.00	0.00	0.00
100-1500-53.12300	ELECTRICITY	15,000.00	15,000.00	15,000.00	4,492.00	0.00
100-1500-54.25000	OTHER OFFICE EQUIPMENT	20,000.00	20,000.00	20,000.00	0.00	0.00
Total Department 1500:		512,560.00	556,800.00	556,800.00	325,844.00	140,283.00
Department: 1510 FINANCE ADMINISTRATION						
100-1510-51.11000	REGULAR SALARIES	311,243.00	314,000.00	314,000.00	203,498.00	0.00
100-1510-51.21000	GROUP HEALTH INSURANCE	85,110.00	94,000.00	94,000.00	59,555.00	0.00
100-1510-51.21001	DENTAL INSURANCE	3,000.00	0.00	0.00	(76.00)	0.00

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GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
100-1510-51.21002	VISION INSURANCE	450.00	0.00	0.00	(18.00)	0.00
100-1510-51.21003	LIFE INSURANCE	950.00	950.00	950.00	526.00	0.00
100-1510-51.21004	LONG TERM DISABILITY INSURANCE	5,000.00	5,000.00	5,000.00	3,693.00	0.00
100-1510-51.21005	SHORT TERM DISABILITY INSURANCE	900.00	900.00	900.00	579.00	0.00
100-1510-51.22000	FICA TAXES	4,513.00	4,513.00	4,513.00	2,951.00	0.00
100-1510-51.24000	EMPLOYER 401A 10% CONTRIBUTION	31,124.00	31,124.00	31,124.00	20,350.00	0.00
100-1510-51.24001	457 (B) 4% MATCHING CONTRIBUTION	12,500.00	12,500.00	12,500.00	8,140.00	0.00
100-1510-51.27000	WORKERS COMP	1,000.00	1,000.00	1,000.00	348.00	0.00
100-1510-52.11000	AUDIT SERVICES	38,000.00	60,000.00	60,000.00	59,940.00	0.00
100-1510-52.12000	PROFESSIONAL SERVICES	30,000.00	32,000.00	32,000.00	28,292.00	0.00
100-1510-52.13000	OTHER SERVICES / TECHNICAL	0.00	500.00	500.00	43.00	0.00
100-1510-52.32000	CELL PHONES	1,200.00	1,200.00	1,200.00	500.00	0.00
100-1510-52.35000	TRAVEL EXPENSE	3,000.00	3,000.00	3,000.00	2,417.00	0.00
100-1510-52.36000	DUES & FEES	2,000.00	2,000.00	2,000.00	883.00	0.00
100-1510-52.37000	EDUCATION & TRAINING	3,000.00	3,000.00	3,000.00	1,096.00	0.00
100-1510-53.10000	OPERATING SUPPLIES	2,500.00	4,500.00	4,500.00	3,220.00	0.00
100-1510-53.13000	FOOD SUPPLIES	200.00	200.00	200.00	0.00	0.00
100-1510-53.17100	UNIFORMS	400.00	400.00	400.00	0.00	0.00
Total Department 1510:		536,090.00	570,787.00	570,787.00	395,937.00	0.00
Department: 1513 OPERATING CONTINGENCIES						
100-1513-57.90000	CONTINGENCIES	250,000.00	308,720.00	8,720.00	39,500.00	0.00
Total Department 1513:		250,000.00	308,720.00	8,720.00	39,500.00	0.00
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-52.12000	PROFESSIONAL SERVICES	40,000.00	150,000.00	150,000.00	99,891.00	0.00
100-1530-52.12200	ATTORNEY FEES / CITY ATTORNEY	204,000.00	204,000.00	204,000.00	162,230.00	0.00
100-1530-52.13000	OTHER SERVICES / TECHNICAL	240,000.00	15,000.00	15,000.00	5,000.00	0.00
100-1530-52.13100	CONTRACTUAL SERVICES	65,000.00	65,000.00	65,000.00	2,481.00	0.00
100-1530-52.32000	CELL PHONES	600.00	0.00	0.00	(26.00)	0.00
100-1530-52.36000	DUES & FEES	1,000.00	1,000.00	1,000.00	0.00	0.00
100-1530-52.37000	EDUCATION & TRAINING	1,000.00	1,000.00	1,000.00	0.00	0.00
100-1530-53.10000	OPERATING SUPPLIES	100.00	100.00	100.00	0.00	0.00
100-1530-53.13000	FOOD SUPPLIES	400.00	400.00	400.00	0.00	0.00
Total Department 1530:		552,100.00	436,500.00	436,500.00	269,576.00	0.00
Department: 1535 IT/GIS						
100-1535-52.12300	CONTRACTUAL SVCS INTERDEV	462,800.00	527,800.00	527,800.00	285,719.00	180,080.00
100-1535-54.24000	COMPUTER/SOFTWARE	326,495.00	326,495.00	326,495.00	146,496.00	(25,287.00)
Total Department 1535:		789,295.00	854,295.00	854,295.00	432,215.00	154,793.00
Department: 1540 HUMAN RESOURCES						
100-1540-51.11000	REGULAR SALARIES	49,920.00	43,000.00	43,000.00	16,615.00	0.00
100-1540-51.21000	GROUP HEALTH INSURANCE	29,294.00	5,500.00	5,500.00	2,287.00	0.00
100-1540-51.21001	DENTAL INSURANCE	912.00	0.00	0.00	0.00	0.00
100-1540-51.21002	VISION INSURANCE	325.00	0.00	0.00	0.00	0.00
100-1540-51.21003	LIFE INSURANCE	228.00	228.00	228.00	57.00	0.00
100-1540-51.21004	LONG TERM DISABILITY INSURANCE	800.00	800.00	800.00	0.00	0.00
100-1540-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	216.00	216.00	54.00	0.00
100-1540-51.22000	FICA TAXES	724.00	724.00	724.00	241.00	0.00
100-1540-51.24000	EMPLOYER 401A 10% CONTRIBUTION	4,992.00	4,992.00	4,992.00	1,662.00	0.00
100-1540-51.24001	457 (B) 4% MATCHING CONTRIBUTION	1,997.00	1,997.00	1,997.00	615.00	0.00

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100-1540-52.12000	PROFESSIONAL SERVICES	30,000.00	0.00	0.00	0.00	0.00
100-1540-52.33000	ADVERTISING	0.00	2,000.00	2,000.00	0.00	0.00
100-1540-52.35000	TRAVEL EXPENSE	0.00	3,000.00	3,000.00	0.00	0.00
100-1540-52.36000	DUES & FEES	5,000.00	5,000.00	5,000.00	2,274.00	0.00
100-1540-52.37000	EDUCATION & TRAINING	0.00	2,000.00	2,000.00	0.00	0.00
100-1540-53.10000	OPERATING SUPPLIES	3,000.00	3,000.00	3,000.00	451.00	0.00
100-1540-53.13000	FOOD SUPPLIES	0.00	500.00	500.00	0.00	0.00
Total Department 1540:		127,408.00	72,957.00	72,957.00	24,256.00	0.00
Department: 1570 COMMUNICATIONS						
100-1570-52.12100	CONTRACTUAL SVCS CH2M	646,009.00	646,109.00	646,109.00	430,704.00	215,352.00
100-1570-52.32000	CELL PHONES	2,400.00	2,400.00	2,400.00	766.00	0.00
100-1570-52.32050	POSTAGE	25,534.00	25,534.00	25,534.00	6,370.00	0.00
100-1570-52.34000	PRINTING	61,090.00	61,090.00	61,090.00	23,543.00	0.00
100-1570-52.34005	PRINTING AND BINDING COMMUNITY PROJECTS	25,000.00	25,000.00	25,000.00	14,615.00	0.00
100-1570-52.36000	DUES & FEES	120.00	1,500.00	1,500.00	732.00	0.00
100-1570-53.10000	OPERATING SUPPLIES	20,000.00	20,000.00	20,000.00	615.00	0.00
100-1570-53.17500	HOSPITALITY SUPPLIES	24,000.00	24,000.00	24,000.00	11.00	0.00
100-1570-54.24000	COMPUTER/SOFTWARE	32,930.00	32,930.00	32,930.00	2,786.00	0.00
Total Department 1570:		837,083.00	838,563.00	838,563.00	480,142.00	215,352.00
Department: 1595 GENERAL OPERATIONS						
100-1595-52.12000	PROFESSIONAL SERVICES	28,000.00	28,000.00	28,000.00	12,952.00	0.00
100-1595-52.13000	OTHER SERVICES / TECHNICAL	4,000.00	4,000.00	4,000.00	3,895.00	1,299.00
100-1595-52.21400	LANDSCAPING	3,000.00	3,000.00	3,000.00	875.00	0.00
100-1595-52.22222	DUE FOR CITY OWNED PROPERTY	0.00	16,000.00	16,000.00	15,475.00	0.00
100-1595-52.23202	EQUIPMENT RENTAL	0.00	23,000.00	23,000.00	14,670.00	0.00
100-1595-52.31000	GENERAL LIABILITY INSURANCE	67,000.00	67,000.00	67,000.00	30,349.00	0.00
100-1595-52.32010	PHONES	32,500.00	32,500.00	32,500.00	16,426.00	0.00
100-1595-52.32050	POSTAGE	20,000.00	13,450.00	13,450.00	8,353.00	0.00
100-1595-52.34000	PRINTING	16,000.00	16,000.00	16,000.00	7,187.00	0.00
100-1595-52.36000	DUES & FEES	25,000.00	35,000.00	35,000.00	26,807.00	0.00
100-1595-52.36100	SERVICE FEES - BANKING	41,000.00	57,836.00	57,836.00	32,467.00	0.00
100-1595-52.36101	SERVICE FEES - BANKING	500.00	0.00	0.00	0.00	0.00
100-1595-53.10000	OPERATING SUPPLIES	30,000.00	30,000.00	30,000.00	9,484.00	631.00
100-1595-53.11000	OFFICE SUPPLIES	15,000.00	15,000.00	15,000.00	4,365.00	0.00
100-1595-53.13000	FOOD SUPPLIES	14,000.00	14,000.00	14,000.00	7,044.00	0.00
100-1595-54.25000	OTHER OFFICE EQUIPMENT	19,000.00	0.00	0.00	0.00	0.00
Total Department 1595:		315,000.00	354,786.00	354,786.00	190,349.00	1,930.00
Department: 2650 MUNICIPAL COURT						
100-2650-51.11000	REGULAR SALARIES	172,667.00	172,667.00	172,667.00	92,569.00	0.00
100-2650-51.21000	GROUP HEALTH INSURANCE	36,500.00	36,500.00	36,500.00	13,587.00	0.00
100-2650-51.21001	DENTAL INSURANCE	850.00	0.00	0.00	0.00	0.00
100-2650-51.21002	VISION INSURANCE	350.00	0.00	0.00	0.00	0.00
100-2650-51.21003	LIFE INSURANCE	685.00	685.00	685.00	335.00	0.00
100-2650-51.21004	LONG TERM DISABILITY INSURANCE	1,600.00	1,600.00	1,600.00	895.00	0.00
100-2650-51.21005	SHORT TERM DISABILITY INSURANCE	650.00	650.00	650.00	317.00	0.00
100-2650-51.22000	FICA TAXES	2,503.00	2,501.00	2,501.00	1,341.00	0.00
100-2650-51.24000	EMPLOYER 401A 10% CONTRIBUTION	17,300.00	17,300.00	17,300.00	9,257.00	0.00
100-2650-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,950.00	6,950.00	6,950.00	3,703.00	0.00

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GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
100-2650-51.26000	UNEMPLOYMENT EXPENSE	0.00	100.00	100.00	4.00	0.00
100-2650-51.27000	WORKERS COMP	400.00	400.00	400.00	193.00	0.00
100-2650-52.12000	PROFESSIONAL SERVICES	160,000.00	100,000.00	100,000.00	87,205.00	0.00
100-2650-52.12200	ATTORNEY FEES/CITY ATTORNEY	0.00	60,000.00	60,000.00	0.00	0.00
100-2650-52.32000	CELL PHONES	600.00	900.00	900.00	484.00	0.00
100-2650-52.35000	TRAVEL EXPENSE	4,600.00	4,600.00	4,600.00	1,270.00	0.00
100-2650-52.36000	DUES & FEES	1,000.00	1,000.00	1,000.00	977.00	0.00
100-2650-52.36101	SERVICE FEES - BANKING	0.00	2.00	2.00	2.00	0.00
100-2650-52.37000	EDUCATION & TRAINING	2,000.00	2,000.00	2,000.00	0.00	0.00
100-2650-53.10000	OPERATING SUPPLIES	10,000.00	10,000.00	10,000.00	6,794.00	3,140.00
100-2650-53.13000	FOOD SUPPLIES	7,800.00	7,800.00	7,800.00	4,944.00	0.00
100-2650-53.17100	UNIFORMS	1,000.00	1,000.00	1,000.00	0.00	0.00
100-2650-54.24000	COMPUTER/SOFTWARE	15,000.00	15,000.00	15,000.00	7,253.00	0.00
Total Department 2650:		442,455.00	441,655.00	441,655.00	231,130.00	3,140.00
Department: 4100 CITY ENGINEER						
100-4100-52.12000	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	148,739.00
100-4100-52.12100	CONTRACTUAL SVCS CH2M	637,031.00	637,131.00	637,131.00	424,718.00	212,359.00
100-4100-52.13000	OTHER SERVICES / TECHNICAL	0.00	3,000.00	3,000.00	2,800.00	0.00
100-4100-52.22000	REPAIRS & MAINTENANCE	10,000.00	2,000.00	2,000.00	0.00	8,519.00
100-4100-52.32000	CELL PHONES	1,200.00	3,550.00	3,550.00	1,448.00	0.00
100-4100-52.33000	ADVERTISING	500.00	0.00	0.00	0.00	0.00
Total Department 4100:		648,731.00	645,681.00	645,681.00	428,966.00	369,617.00
Department: 4220 ROADWAYS AND WALKWAYS						
100-4220-52.39050	RIGHT OF WAY MOWING	300,000.00	300,000.00	0.00	0.00	0.00
100-4220-52.39100	SIDEWALK MAINTENANCE	200,000.00	200,000.00	0.00	0.00	0.00
Total Department 4220:		500,000.00	500,000.00	0.00	0.00	0.00
Department: 6210 PARKS & RECREATION						
100-6210-51.11000	REGULAR SALARIES	718,500.00	580,000.00	580,000.00	324,790.00	0.00
100-6210-51.11111	PART-TIME SALARY (PERMANENT)	0.00	171,000.00	171,000.00	102,475.00	0.00
100-6210-51.12000	TEMPORARY SALARIES	228,000.00	181,508.00	181,508.00	57,983.00	0.00
100-6210-51.13000	OVERTIME SALARIES	0.00	3.00	3.00	3.00	0.00
100-6210-51.21000	GROUP HEALTH INSURANCE	178,175.00	178,175.00	178,175.00	78,188.00	0.00
100-6210-51.21001	DENTAL INSURANCE	6,136.00	0.00	0.00	0.00	0.00
100-6210-51.21002	VISION INSURANCE	1,525.00	0.00	0.00	0.00	0.00
100-6210-51.21003	LIFE INSURANCE	2,055.00	2,055.00	2,055.00	1,258.00	0.00
100-6210-51.21004	LONG TERM DISABILITY INSURANCE	7,500.00	7,500.00	7,500.00	4,651.00	0.00
100-6210-51.21005	SHORT TERM DISABILITY INSURANCE	1,600.00	1,900.00	1,900.00	1,192.00	0.00
100-6210-51.22000	FICA TAXES	36,670.00	36,670.00	36,670.00	15,379.00	0.00
100-6210-51.24000	EMPLOYER 401A 10% CONTRIBUTION	55,180.00	55,180.00	55,180.00	35,065.00	0.00
100-6210-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,500.00	17,500.00	17,500.00	9,903.00	0.00
100-6210-51.26000	UNEMPLOYMENT EXPENSE	0.00	800.00	800.00	197.00	0.00
100-6210-51.27000	WORKERS COMP	12,000.00	12,000.00	12,000.00	4,762.00	0.00
100-6210-52.13000	OTHER SERVICES / TECHNICAL	1,000.00	3,000.00	3,000.00	0.00	0.00
100-6210-52.13020	OTHER/TECHNICAL SERVICES - ATHLETICS	0.00	18,000.00	18,000.00	17,320.00	0.00
100-6210-52.13100	CONTRACTUAL SERVICES	7,000.00	7,000.00	7,000.00	4,486.00	1,329.00
100-6210-52.21100	SANITATION SERVICE	15,000.00	0.00	0.00	0.00	0.00
100-6210-52.21300	JANITORIAL SERVICE	10,800.00	10,800.00	10,800.00	6,832.00	0.00
100-6210-52.21400	LANDSCAPING SERVICE	0.00	1,000.00	1,000.00	125.00	0.00

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100-6210-52.22000	REPAIRS & MAINTENANCE	70,000.00	70,000.00	70,000.00	43,629.00	13,520.00
100-6210-52.22001	REPAIRS & MAINTENANCE - VEH	11,000.00	7,900.00	7,900.00	(3,016.00)	0.00
100-6210-52.23100	BUILDING & OFFICE LEASES	1,500.00	1,500.00	1,500.00	1,500.00	0.00
100-6210-52.23200	EQUIPMENT & VEHICLE RENTALS	0.00	0.00	0.00	600.00	0.00
100-6210-52.31000	GENERAL LIABILITY INSURANCE	18,750.00	25,000.00	25,000.00	21,064.00	0.00
100-6210-52.32000	CELL PHONES	4,992.00	4,992.00	4,992.00	3,121.00	0.00
100-6210-52.32100	INTERNET	35,000.00	35,000.00	35,000.00	16,161.00	0.00
100-6210-52.33000	ADVERTISING	5,500.00	5,500.00	5,500.00	278.00	0.00
100-6210-52.34000	PRINTING	12,500.00	12,500.00	12,500.00	5,232.00	0.00
100-6210-52.35000	TRAVEL EXPENSE	6,000.00	15,000.00	15,000.00	3,499.00	0.00
100-6210-52.36000	DUES & FEES	4,550.00	4,550.00	4,550.00	2,526.00	0.00
100-6210-52.37000	EDUCATION & TRAINING	2,000.00	2,000.00	2,000.00	1,563.00	0.00
100-6210-53.10000	OPERATING SUPPLIES	25,000.00	40,000.00	40,000.00	26,957.00	2,753.00
100-6210-53.10010	OPERATING SUPPLIES - PROGRAMS	52,500.00	32,500.00	32,500.00	5,380.00	0.00
100-6210-53.10020	OPERATING SUPPLIES - ATHLETICS	26,000.00	36,000.00	36,000.00	20,906.00	0.00
100-6210-53.11000	OFFICE SUPPLIES	9,000.00	7,500.00	7,500.00	3,219.00	0.00
100-6210-53.12100	WATER/SEWER	3,500.00	3,500.00	3,500.00	1,080.00	0.00
100-6210-53.12200	NATURAL GAS	19,000.00	19,000.00	19,000.00	9,195.00	0.00
100-6210-53.12300	ELECTRICITY	55,000.00	55,000.00	55,000.00	40,972.00	0.00
100-6210-53.12400	BOTTLED GAS - PROPANE, ETC.	0.00	500.00	500.00	27.00	0.00
100-6210-53.12700	GASOLINE/DIESEL	0.00	7,000.00	7,000.00	2,495.00	0.00
100-6210-53.13000	FOOD SUPPLIES	0.00	5,000.00	5,000.00	2,204.00	0.00
100-6210-53.13010	FOOD SUPPLIES - PROGRAMS	0.00	1,000.00	1,000.00	114.00	0.00
100-6210-53.13020	FOOD SUPPLIES - ATHLETICS	0.00	1,000.00	1,000.00	134.00	0.00
100-6210-53.17100	UNIFORMS	0.00	4,000.00	4,000.00	1,273.00	0.00
100-6210-53.23000	FURNITURE AND FIXTURES	7,500.00	7,500.00	7,500.00	0.00	0.00
100-6210-54.24000	COMPUTER/SOFTWARE	0.00	7,800.00	7,800.00	5,813.00	0.00
Total Department 6210:		1,667,933.00	1,695,333.00	1,695,333.00	880,535.00	17,602.00
Department: 6211 PARKS						
100-6211-52.12000	PROFESSIONAL SERVICES	25,000.00	0.00	0.00	0.00	0.00
100-6211-52.13000	OTHER SERVICES / TECHNICAL	6,000.00	10,000.00	10,000.00	1,721.00	0.00
100-6211-52.13100	CONTRACTUAL SERVICES	23,200.00	0.00	0.00	0.00	0.00
100-6211-52.21100	SANITATION	24,000.00	39,000.00	39,000.00	16,081.00	64.00
100-6211-52.21400	LANDSCAPING	795,145.00	795,145.00	795,145.00	471,217.00	314,483.00
100-6211-52.22000	REPAIRS & MAINTENANCE	240,000.00	240,000.00	240,000.00	154,646.00	20,268.00
100-6211-52.23100	BUILDING & OFFICE LEASES	60,000.00	5,000.00	5,000.00	0.00	0.00
100-6211-52.23202	EQUIPMENT RENTAL	0.00	0.00	0.00	22,008.00	0.00
100-6211-52.31000	GENERAL LIABILITY INSURANCE	1,100.00	1,300.00	1,300.00	1,069.00	0.00
100-6211-52.36000	DUES & FEES	0.00	0.00	0.00	360.00	0.00
100-6211-52.39000-PR2113	OTHER PURCHASED SERVICES	0.00	0.00	0.00	0.00	0.00
100-6211-53.10000	OPERATING SUPPLIES	60,500.00	30,000.00	30,000.00	6,008.00	2,948.00
100-6211-53.12100	WATER/SEWER	0.00	1,800.00	1,800.00	904.00	0.00
100-6211-53.12300	ELECTRICITY	55,000.00	78,000.00	78,000.00	48,016.00	0.00
Total Department 6211:		1,289,945.00	1,200,245.00	1,200,245.00	722,030.00	336,513.00
Department: 6212 POOLS						
100-6212-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	2,500.00	2,500.00	0.00	0.00
100-6212-52.13100	CONTRACTUAL SERVICES	55,700.00	55,700.00	55,700.00	4,794.00	37,706.00
100-6212-52.22000	REPAIRS & MAINTENANCE	35,000.00	35,000.00	35,000.00	10,107.00	2,644.00

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100-6212-52.31000	GENERAL LIABILITY INSURANCE	2,200.00	2,600.00	2,600.00	2,137.00	0.00
100-6212-52.32100	INTERNET	0.00	1,100.00	1,100.00	176.00	0.00
100-6212-53.10000	OPERATING SUPPLIES	35,000.00	33,500.00	33,500.00	2,334.00	10,493.00
100-6212-53.12300	ELECTRICITY	21,000.00	21,000.00	21,000.00	2,287.00	0.00
100-6212-54.23000	FURNITURE AND FIXTURES	2,500.00	2,500.00	2,500.00	0.00	0.00
Total Department 6212:		153,900.00	153,900.00	153,900.00	21,835.00	50,843.00
Department: 7210 COMMUNITY DEVELOPMENT						
100-7210-52.12100	CONTRACTUAL SVCS CH2M	812,417.00	812,517.00	812,517.00	541,651.00	270,826.00
100-7210-52.13000	OTHER SERVICES / TECHNICAL	19,000.00	2,000.00	2,000.00	365.00	0.00
100-7210-52.32000	CELL PHONES	2,400.00	2,400.00	2,400.00	1,354.00	0.00
100-7210-52.33000	ADVERTISING	0.00	500.00	500.00	230.00	0.00
100-7210-52.36000	DUES & FEES	7,500.00	0.00	0.00	116.00	0.00
100-7210-52.37000	EDUCATION & TRAINING	500.00	500.00	500.00	0.00	0.00
100-7210-53.10000	OPERATING SUPPLIES	500.00	1,000.00	1,000.00	789.00	0.00
100-7210-53.17500	HOSPITALITY SUPPLIES	500.00	2,000.00	2,000.00	711.00	0.00
Total Department 7210:		842,817.00	820,917.00	820,917.00	545,216.00	270,826.00
Department: 7400 PLANNING AND ZONING						
100-7400-52.12100	CONTRACTUAL SVCS CH2M	667,166.00	667,266.00	667,266.00	444,810.00	222,405.00
100-7400-52.13000	OTHER SERVICES / TECHNICAL	63,000.00	125,000.00	125,000.00	0.00	112,800.00
100-7400-52.22000	REPAIRS & MAINTENANCE	95,000.00	33,000.00	33,000.00	1,900.00	0.00
100-7400-52.32000	CELL PHONES	3,820.00	3,820.00	3,820.00	242.00	0.00
100-7400-52.32050	POSTAGE	525.00	1,000.00	1,000.00	565.00	0.00
100-7400-52.33000	ADVERTISING	2,500.00	2,500.00	2,500.00	414.00	0.00
100-7400-52.36000	DUES & FEES	750.00	750.00	750.00	28.00	0.00
100-7400-52.37000	EDUCATION & TRAINING	3,000.00	1,000.00	1,000.00	0.00	0.00
100-7400-53.10000	OPERATING SUPPLIES	2,000.00	2,000.00	2,000.00	818.00	0.00
100-7400-53.17500	HOSPITALITY SUPPLIES	500.00	500.00	500.00	277.00	0.00
Total Department 7400:		838,261.00	836,836.00	836,836.00	449,054.00	335,205.00
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.11000	REGULAR SALARIES	81,120.00	81,120.00	81,120.00	49,825.00	0.00
100-7520-51.12000	TEMPORARY SALARIES - CONTINGENCY	0.00	5,760.00	5,760.00	1,344.00	0.00
100-7520-51.21000	GROUP HEALTH INSURANCE	9,303.00	9,303.00	9,303.00	7,290.00	0.00
100-7520-51.21001	DENTAL INSURANCE	912.00	0.00	0.00	0.00	0.00
100-7520-51.21002	VISION INSURANCE	325.00	0.00	0.00	0.00	0.00
100-7520-51.21003	LIFE INSURANCE	230.00	230.00	230.00	144.00	0.00
100-7520-51.21004	LONG TERM DISABILITY INSURANCE	3,000.00	3,000.00	3,000.00	2,233.00	0.00
100-7520-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	216.00	216.00	136.00	0.00
100-7520-51.22000	FICA TAXES	1,200.00	1,389.00	1,389.00	825.00	0.00
100-7520-51.24000	EMPLOYER 401A 10% CONTRIBUTION	8,112.00	8,112.00	8,112.00	4,982.00	0.00
100-7520-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,250.00	3,250.00	3,250.00	1,993.00	0.00
100-7520-51.26000	UNEMPLOYMENT EXPENSE	0.00	100.00	100.00	1.00	0.00
100-7520-51.27000	WORKERS COMP	200.00	300.00	300.00	91.00	0.00
100-7520-52.12100	CONTRACTUAL SVCS CH2M	110,801.00	110,801.00	110,801.00	73,873.00	36,936.00
100-7520-52.13000	OTHER SERVICES / TECHNICAL	90,000.00	90,000.00	90,000.00	79,696.00	10,114.00
100-7520-52.32000	CELL PHONES	0.00	972.00	972.00	464.00	0.00
100-7520-52.33000	ADVERTISING	3,000.00	3,000.00	3,000.00	85.00	0.00
100-7520-52.35000	TRAVEL EXPENSE	500.00	2,000.00	2,000.00	682.00	0.00
100-7520-52.36000	DUES & FEES	435.00	1,500.00	1,500.00	1,108.00	0.00

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100-7520-52.37000	EDUCATION & TRAINING	5,686.00	5,686.00	5,686.00	3,934.00	0.00
100-7520-53.10000	OPERATING SUPPLIES	3,000.00	5,000.00	5,000.00	3,044.00	1,353.00
100-7520-53.13000	FOOD SUPPLIES	0.00	3,000.00	3,000.00	1,150.00	0.00
100-7520-53.17500	HOSPITALITY SUPPLIES	2,000.00	4,000.00	4,000.00	2,161.00	0.00
Total Department 7520:		323,290.00	338,739.00	338,739.00	235,061.00	48,403.00
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-52.12000	PROFESSIONAL SERVICES	25,000.00	25,000.00	25,000.00	11,130.00	0.00
100-7550-52.13000	OTHER SERVICES / TECHNICAL	26,165.00	0.00	0.00	0.00	0.00
100-7550-52.37000	EDUCATION & TRAINING	3,600.00	3,600.00	3,600.00	0.00	0.00
100-7550-52.39000	OTHER PURCHASED SERVICES	20,000.00	20,000.00	20,000.00	0.00	0.00
Total Department 7550:		74,765.00	48,600.00	48,600.00	11,130.00	0.00
Department: 9000 INTERFUND						
100-9000-61.15600	TRANSFER TO STORMWATER FUND	0.00	0.00	1,500,000.00	11,130.00	0.00
100-9000-61.30000	TRANSFER TO CAPITAL FUND	8,820,500.00	8,820,500.00	11,771,344.00	0.00	0.00
Total Department 9000:		8,820,500.00	8,820,500.00	13,271,344.00	0.00	0.00
<b>Appropriations</b>		<b>20,481,126.00</b>	<b>20,481,126.00</b>	<b>24,131,970.00</b>	<b>6,220,649.00</b>	<b>1,944,507.00</b>

Fund 100 - GENERAL FUND:

TOTAL ESTIMATED REVENUES	17,600,000.00	18,105,300.00	18,105,300.00	10,774,039.00	0.00
TOTAL APPROPRIATIONS	20,481,126.00	20,481,126.00	24,131,970.00	6,220,649.00	1,944,507.00
NET OF REVENUES & APPROPRIATIONS:	(2,881,126.00)	(2,375,826.00)	(6,026,670.00)	4,553,390.00	(1,944,507.00)
BEG. FUND BALANCE	15,563,785.00	15,563,785.00	15,563,785.00	15,563,785.00	15,563,785.00
END FUND BALANCE	12,682,659.00	13,187,959.00	9,537,115.00	20,117,175.00	13,619,278.00

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
<b>Fund: 206 TREE FUND</b>						
Account Category: Estimated Revenues						
Department: 0000 NON DEPARTMENTAL						
206-0000-37.10000	CONTRIBUTIONS / DONATIONS	15,000.00	15,000.00	64,000.00	64,000.00	0.00
Total Department 0000:		15,000.00	15,000.00	64,000.00	64,000.00	0.00
<b>Estimated Revenues</b>		<b>15,000.00</b>	<b>15,000.00</b>	<b>64,000.00</b>	<b>64,000.00</b>	<b>0.00</b>
Account Category: Appropriations						
Department: 4100 CITY ENGINEER						
206-4100-54.12000	CAPITAL - SITE IMPROVEMENTS	20,000.00	20,000.00	30,000.00	29,180.00	0.00
Total Department 4100:		20,000.00	20,000.00	30,000.00	29,180.00	0.00
Department: 7400 PLANNING AND ZONING						
206-7400-52.22000	REPAIRS & MAINTENANCE	2,500.00	2,500.00	2,500.00	0.00	855.00
Total Department 7400:		2,500.00	2,500.00	2,500.00	0.00	855.00
<b>Appropriations</b>		<b>22,500.00</b>	<b>22,500.00</b>	<b>32,500.00</b>	<b>29,180.00</b>	<b>855.00</b>

Fund 206 - TREE FUND:

**City of Tucker**  
**FY23 Budget Report as of 02/28/2023**

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
TOTAL ESTIMATED REVENUES		15,000.00	15,000.00	64,000.00	64,000.00	0.00
TOTAL APPROPRIATIONS		22,500.00	22,500.00	32,500.00	29,180.00	855.00
NET OF REVENUES & APPROPRIATIONS:		(7,500.00)	(7,500.00)	31,500.00	34,820.00	(855.00)
BEG. FUND BALANCE		160,275.00	160,275.00	160,275.00	160,275.00	160,275.00
END FUND BALANCE		152,775.00	152,775.00	191,775.00	195,095.00	159,420.00

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
<b>Fund: 300 CAPITAL</b>						
Account Category: Estimated Revenues						
Department: 0000 NON DEPARTMENTAL						
300-0000-33.43000	STATE GRANTS CAPITAL PROJECTS	400,000.00	401,814.00	401,814.00	401,813.00	0.00
Total Department 0000:		400,000.00	401,814.00	401,814.00	401,813.00	0.00
Department: 4224 SIDEWALKS						
300-4224-37.10000	CONTRIBUTIONS / DONATIONS	0.00	4,083.00	4,083.00	4,083.00	0.00
Total Department 4224:		0.00	4,083.00	4,083.00	4,083.00	0.00
Department: 9000 INTERFUND						
300-9000-39.12000	TRANSFER FROM HOTEL	225,000.00	225,000.00	225,000.00	125,690.00	0.00
300-9000-39.30000	TRANSFER FROM GENERAL FUND	8,820,500.00	8,820,500.00	11,771,344.00	0.00	0.00
Total Department 9000:		9,045,500.00	9,045,500.00	11,996,344.00	125,690.00	0.00
<b>Estimated Revenues</b>		<b>9,445,500.00</b>	<b>9,451,397.00</b>	<b>12,402,241.00</b>	<b>531,586.00</b>	<b>0.00</b>

Account Category: Appropriations						
Department: 1320 CITY MANAGER						
300-1320-52.13000-CM2302	ARPA AND GRANT WRITING ASSISTANCE	10,000.00	10,000.00	10,000.00	0.00	0.00
300-1320-54.11000-CM2303	LAND FOR GATEWAY SIGN	400,000.00	400,000.00	400,000.00	0.00	0.00
300-1320-54.11000-CM2304	SITE FOR DOWNTOWN TRASH FACILITY	25,000.00	25,000.00	25,000.00	0.00	0.00
300-1320-54.13000-CM2305	DOWNTOWN TRASH FACILITY	250,000.00	250,000.00	250,000.00	17,380.00	5,120.00
Total Department 1320:		685,000.00	685,000.00	685,000.00	17,380.00	5,120.00
Department: 1330 CITY CLERK						
300-1330-54.24000-CC2301	LASERFICHE CLOUD	27,000.00	27,000.00	27,000.00	24,724.00	1,918.00
300-1330-54.24000-CC2302	JUSTFOIA LINK TO LASERFICHE	13,500.00	13,500.00	13,500.00	8,082.00	2,250.00
Total Department 1330:		40,500.00	40,500.00	40,500.00	32,806.00	4,168.00
Department: 1513 OPERATING CONTINGENCIES						
300-1513-57.90000-OC2001	CONTINGENCIES	0.00	576,259.00	576,259.00	25,250.00	0.00
Total Department 1513:		0.00	576,259.00	576,259.00	25,250.00	0.00
Department: 1535 IT/GIS						
300-1535-54.24000-IT2101	COMPUTER REPLACEMENT	0.00	25,101.00	25,101.00	10,389.00	0.00
Total Department 1535:		0.00	25,101.00	25,101.00	10,389.00	0.00
Department: 1570 COMMUNICATIONS						
300-1570-52.12000-CO2201	WEBSITE REDESIGN FY22	0.00	10,800.00	10,800.00	0.00	0.00
Total Department 1570:		0.00	10,800.00	10,800.00	0.00	0.00
Department: 1595 GENERAL OPERATIONS						
300-1595-54.22000-CM2301	ADMINISTRATION VEHICLE	30,000.00	30,000.00	30,000.00	0.00	0.00
Total Department 1595:		30,000.00	30,000.00	30,000.00	0.00	0.00
Department: 2650 MUNICIPAL COURT						

**City of Tucker**  
**FY23 Budget Report as of 02/28/2023**

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
300-2650-54.23000-CT2202	FINGERRINT MACHINE FY22	0.00	15,000.00	15,000.00	0.00	0.00
300-2650-54.24000-CT2101	E TICKET SOFTWARE	0.00	50,000.00	50,000.00	0.00	0.00
Total Department 2650:		0.00	65,000.00	65,000.00	0.00	0.00
Department: 4100 CITY ENGINEER						
300-4100-52.12000-CE2206	PROGRAM MGMT FY22	0.00	61,543.00	61,543.00	61,543.00	0.00
300-4100-52.12000-CE2210	SAFETY STUDY HUGH HOWELL RD FY22	0.00	100,000.00	100,000.00	0.00	0.00
300-4100-54.12000-CE2201	CHAMBLEE-TUCKER RD IMP FY22	0.00	1,687,697.00	1,687,697.00	1,619,852.00	11,096.00
300-4100-54.12000-CE2208	FELLOWSHIP@IDLEWOOD FY22	0.00	100,000.00	100,000.00	0.00	0.00
300-4100-54.14000-CE2102	RESURFACING FY21	0.00	52,979.00	52,979.00	34,889.00	19,496.00
300-4100-54.14000-CE2203	MARTA BUS PADS FY22	0.00	40,212.00	40,212.00	0.00	0.00
300-4100-54.14000-CE2204	RESURFACING FY22	0.00	585,468.00	585,468.00	585,468.00	0.00
300-4100-54.14000-CE2301	RESURFACING FY23	725,000.00	1,194,116.00	1,194,116.00	1,149,722.00	0.00
300-4100-54.14000-CE2302	RESURFACING FY23 LMIG	400,000.00	400,000.00	400,000.00	0.00	0.00
300-4100-54.14000-CE2303	BROCKETT ROAD TRAFFIC CALMING	1,700,000.00	1,275,671.00	1,275,671.00	861,611.00	414,060.00
300-4100-54.14000-CE2304	JULIETTE ROAD STREET PROJECT	2,200,000.00	2,200,000.00	2,200,000.00	321,564.00	259,961.00
300-4100-54.14000-CE2305	MARTA BUS STOPS FY23	100,000.00	100,000.00	100,000.00	0.00	0.00
300-4100-54.14000-CE2306	RADAR SPEED LIMIT SIGNS	50,000.00	35,300.00	35,300.00	35,300.00	0.00
300-4100-54.14000-CE2307	TRAIL PROJECTS FY23	1,000,000.00	1,000,000.00	1,000,000.00	0.00	105,700.00
300-4100-54.14000-CE2309	PROGRAM MANAGEMENT FY23	250,000.00	250,000.00	250,000.00	41,436.00	0.00
300-4100-54.14000-CE2310	ENGINEERING DESIGN STUDIES FY23	50,000.00	50,000.00	50,000.00	5,194.00	1,406.00
300-4100-54.14000-CE2311	NORTH / SOUTH CONNECTIVITY STUDY	300,000.00	300,000.00	300,000.00	66,836.00	142,269.00
300-4100-57.90000-CE0000	CE CONTINGENCIES	0.00	609,348.00	609,348.00	0.00	0.00
Total Department 4100:		6,775,000.00	10,042,334.00	10,042,334.00	4,783,415.00	953,988.00
Department: 4224 SIDEWALKS						
300-4224-54.14000-CE2108	SIDEWALKS	0.00	59,542.00	59,542.00	50,404.00	9,138.00
300-4224-54.14000-CE2205	SIDEWALKS FY22	0.00	239,346.00	239,346.00	334,776.00	17,140.00
300-4224-54.14000-CE2308	TRAIL LIGHTING	165,000.00	134,913.00	134,913.00	134,913.00	0.00
Total Department 4224:		165,000.00	433,801.00	433,801.00	520,093.00	26,278.00
Department: 6210 PARKS & RECREATION						
300-6210-52.12000-PR2302	PARKS AND RECREATION STUDY FY23	50,000.00	50,000.00	50,000.00	0.00	0.00
300-6210-52.12000-PR2303	PROJECT MANAGEMENT - PARK CONSTRUCTION	75,000.00	75,000.00	75,000.00	4,388.00	66,495.00
300-6210-52.12000-PR2306	ENGINEERING SERVICES - PARK CONSTRUCTION	150,000.00	150,000.00	150,000.00	0.00	0.00
300-6210-52.12000-PR2308	PARK CONSTRUCTION PLANNING	125,000.00	125,000.00	125,000.00	0.00	91,659.00
300-6210-54.12000-PR2007	DOG PARK MONTREAL	0.00	46,805.00	46,805.00	0.00	0.00
300-6210-54.12000-PR2010	PARK IMPROVEMENTS	0.00	259,233.00	259,233.00	0.00	0.00
300-6210-54.12000-PR2301	PARKING LOT/DRIVES-PARKS	50,000.00	50,000.00	50,000.00	0.00	0.00
300-6210-54.12000-PR2304	TRC ACTIVITY CENTER	50,000.00	50,000.00	50,000.00	0.00	0.00
300-6210-54.12000-PR2305	FITZGERALD PARK IMPROVEMENTS	325,000.00	325,000.00	325,000.00	0.00	0.00
300-6210-54.12000-PR2309	PARK FURNISHINGS	100,000.00	100,000.00	100,000.00	29,749.00	29,749.00
300-6210-54.12000-PR2310	PARK IMPROVEMENTS-LORD PARK DISC GOLF	50,000.00	50,000.00	50,000.00	0.00	0.00
300-6210-54.12000-PR2312	JHP IMPROVEMENTS GRANT MATCH-GOSP	250,000.00	250,000.00	250,000.00	31,100.00	0.00
300-6210-54.13000-PR2307	MAINTENANCE FACILITY - FITZGERALD	100,000.00	100,000.00	100,000.00	2,648.00	0.00
300-6210-54.20000-PR2012	PORTABLE GYMNASICS	0.00	16,225.00	16,225.00	0.00	0.00
300-6210-54.20000-PR2311	PARK VEHICLES AND EQUIPMENT	175,000.00	175,000.00	175,000.00	11,995.00	116,680.00
300-6210-54.23000-PR1911	WEIGHTROOM EQUIPMENT	0.00	91.00	91.00	0.00	0.00
300-6210-54.23100-PR1913	SIGNAGE	0.00	910.00	910.00	0.00	0.00
Total Department 6210:		1,500,000.00	1,823,264.00	1,823,264.00	79,880.00	304,583.00
Department: 6211 PARKS						

**City of Tucker**  
**FY23 Budget Report as of 02/28/2023**

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
300-6211-52.12000-PR2104	PARKS & REC STUDIES	0.00	24,000.00	24,000.00	0.00	0.00
300-6211-52.12000-PR2105	PARK CONSTRUCTION PLAN	0.00	5,960.00	5,960.00	2,470.00	3,490.00
300-6211-52.12000-PR2106	PARK MASTER PLAN STUDIES	0.00	81,420.00	81,420.00	0.00	0.00
300-6211-52.39000-PR2113	RECREATION PROJECTS TOURISM	0.00	88,986.00	88,986.00	42,505.00	0.00
300-6211-54.12000-PR2101	PIER/DOCK REPAIR AND TRAILS	0.00	50,000.00	50,000.00	0.00	0.00
300-6211-54.12000-PR2108	PARK FENCING	0.00	50,000.00	50,000.00	0.00	0.00
300-6211-54.12000-PR2109	TRAILS	0.00	41,804.00	41,804.00	0.00	0.00
300-6211-54.12000-PR2113	RECREATION PROJECTS -- TOURISM H/M TAXES	0.00	216,900.00	216,900.00	103,107.00	4,800.00
300-6211-54.12000-PR2115	PETERS PARK	0.00	4,900.00	4,900.00	4,900.00	0.00
300-6211-54.12000-PR2116	J. HOMESTEAD PROJECT	0.00	69,387.00	69,387.00	15,870.00	35,811.00
300-6211-54.12000-PR2201	FITZGERALD PARK IMPROVEMENTS FY22	0.00	626,251.00	626,251.00	37,503.00	14,743.00
300-6211-54.12000-PR2202	GENERAL PARK IMPROVEMENTS FY22	0.00	5,322.00	5,322.00	5,322.00	0.00
300-6211-54.12000-PR2204	SPORTS FIELD LIGHTING FY22	0.00	200,000.00	200,000.00	109,500.00	0.00
300-6211-54.12000-PR2205	TENNIS COURT IMPROVEMENTS FY22	0.00	90,000.00	90,000.00	0.00	0.00
300-6211-54.12000-PR2206	TRAIL IMPROVEMENTS FY22	0.00	71,940.00	71,940.00	0.00	0.00
300-6211-54.12000-PR2207	COFER TRAIL PARK FY22	0.00	181,399.00	181,399.00	29,043.00	17,491.00
300-6211-54.12000-PR2208	BEE HAVEN INITIATIVE	0.00	24,157.00	24,157.00	15,919.00	0.00
300-6211-54.23100-PR2112	SIGNS FOR PARKS	0.00	17,409.00	17,409.00	0.00	0.00
300-6211-54.23100-PR2114	WRP MEMORIAL	0.00	64,018.00	64,018.00	0.00	0.00
300-6211-54.12000-PR2313	TUCKER TOWN GREEN	0.00	0.00	600,000.00	0.00	587,000.00
Total Department 6211:		0.00	1,913,853.00	2,513,853.00	366,139.00	663,335.00
Department: 6212 POOLS						
300-6212-54.12000-PR2203	POOL IMPROVEMENTS FY22	0.00	35,400.00	35,400.00	17,410.00	17,990.00
Total Department 6212:		0.00	35,400.00	35,400.00	17,410.00	17,990.00
Department: 7210 COMMUNITY DEVELOPMENT						
300-7210-52.12000-CD2113	SCANNING PROJECT	0.00	24,080.00	24,080.00	0.00	0.00
300-7210-52.13000-CD2301	JULIETTE ROAD / RICHARDSON STREET	100,000.00	100,000.00	100,000.00	3,400.00	0.00
300-7210-52.13000-CD2302	LAWRENCEVILLE HIGHWAY STUDY	50,000.00	50,000.00	50,000.00	2,800.00	48,832.00
300-7210-52.13000-CD2303	TUCKER COMPREHENSIVE HOUSING STUDY	100,000.00	100,000.00	100,000.00	0.00	0.00
300-7210-54.24000-CD2006	COMPUTER/SOFTWARE	0.00	7,604.00	7,604.00	0.00	0.00
Total Department 7210:		250,000.00	281,684.00	281,684.00	6,200.00	48,832.00
Department: 7520 ECONOMIC DEVELOPMENT						
300-7520-52.12000-ED2001	NORTHLAKE MASTER PLAN	0.00	163,969.00	163,969.00	0.00	0.00
300-7520-52.12000-ED2005	ECONOMIC DEVELOPMENT VIDEO	0.00	5,366.00	5,366.00	0.00	0.00
Total Department 7520:		0.00	169,335.00	169,335.00	0.00	0.00
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
300-7550-52.12000-ED2001	NORTHLAKE MASTER PLAN	0.00	150,000.00	150,000.00	21,107.00	0.00
Total Department 7550:		0.00	150,000.00	150,000.00	21,107.00	0.00

**Appropriations**

<b>9,445,500.00</b>	<b>16,282,331.00</b>	<b>16,882,331.00</b>	<b>5,880,069.00</b>	<b>2,024,294.00</b>
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Fund 300 - CAPITAL:

TOTAL ESTIMATED REVENUES	9,445,500.00	9,451,397.00	12,402,241.00	531,586.00	0.00
TOTAL APPROPRIATIONS	9,445,500.00	16,282,331.00	16,882,331.00	5,880,069.00	2,024,294.00
NET OF REVENUES & APPROPRIATIONS:	0.00	(6,830,934.00)	(4,480,090.00)	(5,348,483.00)	(2,037,302.00)
BEG. FUND BALANCE	4,480,090.00	4,480,090.00	4,480,090.00	4,480,090.00	4,480,090.00
END FUND BALANCE	4,480,090.00	(2,350,844.00)	0.00	(868,393.00)	2,442,788.00

**City of Tucker**  
**FY23 Budget Report as of 02/28/2023**

GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
GL Number	Description	22-23 Original Budget	22-23 Budget Adjustments	22-23 Budget Amendment	22-23 YTD Activity	Encumbrance
Fund: 560 STORMWATER						
Account Category: Estimated Revenues						
Department: 9000 INTERFUND						
560-9000-39.30000	TRANSFER FROM GENERAL FUND	0.00	0.00	1,500,000.00	0.00	0.00
Total Department 9000:		0.00	0.00	1,500,000.00	0.00	0.00
<b>Estimated Revenues</b>		<b>0.00</b>	<b>0.00</b>	<b>1,500,000.00</b>	<b>0.00</b>	<b>0.00</b>
Department: 4910 STORMWATER						
560-4910-52.12000	PROFESSIONAL SERVICES	0.00	0.00	1,500,000.00	0.00	840,181.00
Total Department 4910:		0.00	0.00	1,500,000.00	0.00	840,181.00
<b>Appropriations</b>		<b>0.00</b>	<b>0.00</b>	<b>1,500,000.00</b>	<b>0.00</b>	<b>840,181.00</b>
Fund 560 - STORMWATER:						
TOTAL ESTIMATED REVENUES		0.00	0.00	1,500,000.00	0.00	0.00
TOTAL APPROPRIATIONS		0.00	0.00	1,500,000.00	0.00	840,181.00
NET OF REVENUES & APPROPRIATIONS:		0.00	0.00	0.00	0.00	(840,181.00)
BEG. FUND BALANCE		0.00	0.00	0.00	0.00	0.00
END FUND BALANCE		0.00	0.00	0.00	0.00	(840,181.00)



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Courtney Smith, Community Development Director  
**CC:** Tami Hanlin, City Manager  
**Date:** March 6, 2023  
**RE:** Memo for ZBA Reappointments

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### **Description for on Agenda:**

A resolution to appoint members of the Zoning Board of Appeals for the City of Tucker, Georgia.

### **Issue:**

The terms for three Zoning Board of Appeals members have expired. All three members are willing to serve another term.

### **Recommendation:**

Reappoint Jason Burton, Bob Espy, and Neal Stubblefield for a 2-year term (3/13/2023 to 3/10/2025).

### **Background:**

The Zoning Board of Appeals is a 5-member board that reviews variance requests and appeals.

STATE OF GEORGIA  
CITY OF TUCKER

RESOLUTION R2023-03-05

**A RESOLUTION TO APPOINT MEMBERS OF THE ZONING  
BOARD OF APPEALS FOR THE CITY OF TUCKER, GEORGIA**

**WHEREAS**, the City of Tucker is authorized by the City Charter to create Boards, Commissions and Authorities; and

**WHEREAS**, the City of Tucker Zoning Ordinance establishes a Zoning Board of Appeals with five members, all of whom must be residents of the city, to assist with variances and appeals, within the City of Tucker; and

**WHEREAS**, the Mayor of the City of Tucker is authorized to appoint members of the Zoning Board of Appeals, subject to approval by the Council of the City of Tucker.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Tucker while at their meeting on March 13, 2023, reappoints the following citizens as members of the Zoning Board of Appeals with the term described;

MEMBER	TERM	DATES
<u>Jason Burton</u>	<u>2 years</u>	<u>March 13, 2023 – March 10, 2025</u>
<u>Bob Espy</u>	<u>2 years</u>	<u>March 13, 2023 – March 10, 2025</u>
<u>Neal Stubblefield</u>	<u>2 years</u>	<u>March 13, 2023 – March 10, 2025</u>

**SO RESOLVED**, this the 13th day of March, 2023.

APPROVED:

ATTEST:

Frank Auman, Mayor

Bonnie Warne, City Clerk

(seal)



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Frank Auman  
**CC:** Tami Hanlin, City Manager  
**Date:** March 13, 2023  
**RE:** Memo for PFA Appointment

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### **Description for on Agenda:**

A resolution to appoint members of the Public Facilities Authority for the City of Tucker, Georgia.

### **Issue:**

The terms for two Public Facilities Authority members have expired.

### **Recommendation:**

Appoint 2 members for a 3-year term (3/13/2023 to 3/12/2026).

### **Background:**

The Public Facilities Authority is a 5-member board that was enacted in 2019 with a May 6, 2019 effective date. After the initial terms, all appointments shall be made for terms of three years and until successors are appointed and qualified.

**A RESOLUTION TO APPOINT MEMBERS OF THE CITY  
OF TUCKER PUBLIC FACILITIES AUTHORITY**

**WHEREAS**, the City of Tucker Public Facilities Authority Act was enacted in 2019 with a May 6, 2019 effective date; and

**WHEREAS**, the City of Tucker appointed the first members of said Authority on January 14, 2020; and

**WHEREAS**, the City of Tucker Public Facilities Authority consists of five members who shall be appointed by the governing authority of the City of Tucker; and

**WHEREAS**, after the initial terms, all appointments shall be made for terms of three years and until successors are appointed and qualified; and

**WHEREAS**, to be eligible to serve, a person shall be at least 21 years of age, shall be a resident of the City for at least two years prior to the appointment, and shall not have been convicted of a felony;

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Tucker, while at their regular meeting on March 13, 2023, appoints the following citizens as a member of the City of Tucker Public Facilities Authority with the term described;

Three Year Term: 3/13/2023 - 3/12/2026      Terry Grandison

Three Year Term: 3/13/2023 - 3/12/2026      Josh Wallace

**SO RESOLVED and EFFECTIVE**, this 13<sup>th</sup> day of March 2023.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)



## MEMO

**To:** Honorable Mayor and City Council Members  
**From:** Economic Development Manager, Jackie Moffo  
**CC:** Tami Hanlin, City Manager  
**Date:** March 7, 2023  
**RE:** Memo for the Appointment of a Director to the Board of the City of Tucker Downtown Development Authority (DDA)

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### **Description for on Agenda:**

A resolution of the Mayor and Council of the City of Tucker, Georgia for the purpose of appointing a director to the City of Tucker Downtown Development Authority (DDA).

**Issue:** A vacancy on the board of the DDA currently exists due to the recent resignation of a DDA board of directors.

### **Recommendation:**

Approve the resolution for the appointment of a Director to the Board of the City of Tucker DDA.

**Background:** The City of Tucker DDA was established by the adoption of Resolution 2018-01-42 on January 18, 2018. Recently, a member of the Tucker DDA resigned, creating a vacancy on the board.

**Summary:** By approving Resolution 2023-03-07, the City Council will be filling the current vacancy on the DDA board.

**A RESOLUTION TO APPOINT A DIRECTOR TO THE BOARD OF THE CITY OF  
TUCKER DOWNTOWN DEVELOPMENT AUTHORITY (DDA)**

**WHEREAS**, the Mayor and Council activated the City of Tucker Downtown Development Authority (DDA) by adoption of Resolution R2018-01-42 on January 8, 2018; and

**WHEREAS**, a vacancy on the board of the DDA currently exist by virtue of the recent resignation of a board director; and

**WHEREAS**, O.C.G.A. § 36-42-4 provides that the governing authority of the City of Tucker makes appointments to the board of directors of the DDA; and

**WHEREAS**, pursuant to the City Charter Section 2.14, the Mayor of the City of Tucker is authorized to appoint directors to the board of the DDA, subject to approval by the City Council of the City of Tucker; and

**WHEREAS**, pursuant to O.C.G.A. § 36-42-7(a) and O.C.G.A. § 36-42-7(c.1), a DDA Director must be either a taxpayer residing in the City of Tucker or the owner or operator of a business located within the operating area of the downtown development area who is also a DeKalb County resident and taxpayer (provided, however, that one director may be a member of the governing authority of the City of Tucker and that one director may reside outside DeKalb County provided that such director owns a business within the downtown development area and is a resident of the State of Georgia); and

**WHEREAS**, pursuant to O.C.G.A. § 36-42-7(b) no less than four of the directors shall be persons who, in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area,

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Tucker while at their meeting on March 13<sup>h</sup> hereby appoint \_\_\_\_\_ to serve as a director of the DDA for the currently vacant unexpired term that ends on 12/31/2023, finding that said appointee possesses the statutory qualifications referenced above.

**SO RESOLVED**, this the 13<sup>th</sup> day of March, 2023.

APPROVED:

ATTEST:

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Frank Auman, Mayor

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Bonnie Warne, City Clerk

(seal)