



Mayor & City Council
Regular Meeting Agenda

Monday, April 10, 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

Pages

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

The pledge will be led by Livsey Elementary School, Wooing Wed Widing Hood cast members.

D. MAYOR'S OPENING REMARKS

- Employee introductions - Jeff Mueller and Ishri Sankar

E. PUBLIC COMMENTS

F. APPROVAL OF THE AGENDA

- Motion to approve/amend agenda

G. CONSENT AGENDA

G.1 Regular Meeting Minutes - March 13, 2023 4

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H. STAFF REPORTS

H.1 Distribution of FY24 Draft Budget Tami.Hanlin 15

I. OLD BUSINESS

I.1 Ordinance O2023-03-03 Ted.Baggett 16

- Second Read of an Ordinance to amend the Tucker Code to create Article I,

J. NEW BUSINESS

J.1	Resolution 2023-04-09	Jackie Moffo	32
	• A Resolution for the final Economic Development Strategic Plan for adoption.		
J.2	Contract C2023-001-PO23-473 Carlton.Robertson		140
	• Consideration of a contract for Park Maintenance		
J.3	Contract C2022-001-AMD-3 Carlton.Robertson		234
	• Consideration of contract amendment #3 for Fitzgerald Park for Rock and Material Charges.		
J.4	Contract C2023-PO23-462 Carlton.Robertson		272
	• Consideration of a contract for Fitzgerald Park Sports Field Lighting		
J.5	Contract C2023-011-PO23-476 Ken.Hildebrandt		278
	• Consideration of a contract for Right of Way Acquisition Services – Mountain Industrial Blvd @ Hugh Howell Rd		
J.6	Contract 2022 GDOT Agreement-0010954-SUP1 Ken.Hildebrandt		347
	• Consideration for approval of a Supplemental Project Framework Agreement for the Tucker-Northlake Trail.		
J.7	Contract C2021-018-AMD-2 Ken.Hildebrandt		352
	• Consideration of a contract for Amendment #2 for Chamblee Tucker Road Lane Diet.		
J.8	Contract C2023-PO23-478	Ishri.Sankar	388
	• Consideration of a contract for Cityworks software to manage Public Works service requests and work orders.		
J.9	Contract C2023-PO23-477	Ishri.Sankar	421
	• Consideration of a contract for the implementation of Cityworks.		

K. MAYOR AND COUNCIL COMMENTS

L. EXECUTIVE SESSION

- As required for personnel, real estate and litigation

M. ACTION AFTER EXECUTIVE SESSION

- As needed

N. ADJOURNMENT

- Motion to adjourn meeting



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, March 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>

A. CALL TO ORDER

Mayor Auman called the meeting to order at 7:03 PM.

B. ROLL CALL

The above were in attendance for a quorum.

C. PLEDGE OF ALLEGIANCE

The pledge was led by the preschool class of Tucker First United Methodist Church.

D. MAYOR'S OPENING REMARKS

Mayor Auman introduced State Representative Billy Mitchell, who gave a legislative update. The Mayor mentioned that since the February meeting, that the City received 23 new applications for an Occupational Tax Certificate (OTC).

The Mayor presented certificates to the graduates of the 5th class of the University Government Affairs of Tucker: Beverly Williams, Lois Shingler and Alisha Simon.

E. PUBLIC COMMENTS

Public comments were heard from 11 citizens regarding pickleball, Mountain Shadow Trail, non-discrimination, Alopecia Beauty for those with alopecia, lupus and cancer, cyclist lane on Lavista Rd, a bike rack on Main St. and that the Tucker High School bands both received superior ratings.

F. APPROVAL OF THE AGENDA

MOVER: N. Monferdini
SECONDER: C. Schroeder

Motion to approve the agenda as presented passed unanimously.

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

APPROVED (7 to 0)

G. CONSENT AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

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

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

APPROVED (7 to 0)

G.1 Regular Meeting Minutes - February 13, 2023

G.2 Special Called Meeting Minutes - February 27, 2023

G.3 Work Session Minutes - February 27, 2023

H. STAFF REPORTS - None

I. OLD BUSINESS

I.1 Ordinance O2023-02-02

Courtney Smith, Community Development Director, spoke on the second 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.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve Ordinance O2023-02-02 to amend the Tucker Code Chapter 8 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 C2023-03-13

City Attorney Ted Baggett spoke on contract C2023-03-13 for Probation Services. 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. Professional Probation Services Inc. (PPSI) has provided private probation services to the city court since its inception. Private probation companies are heavily regulated by state statute and the regulations 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", which 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. 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.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve contract C2023-03-13 for Probation Services 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 C2023-003-PO23-448-CD2303

Courtney Smith, Community Development Director spoke on the bid for the Housing Study. 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 to award the contract to KB Advisory Group in the amount of \$74,700.

MOVER: A. Weaver

SECONDER: N. Monferdini

Motion to approve contract C2023-003-PO23-448-CD2303 for the Housing Study 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 C2023-008-PO23-454-CE2302-SP2301 by R2023-03-08

Ken Hildebrandt, City Engineer, spoke on the bid for the 2023 Street Resurfacing. Recommendation to award the contract to Allied Paving Contractors, Inc. in the amount of \$3,281,521.65.

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to approve contract C2023-008-PO23-454-CE2302-SP2301 for 2023 Street Resurfacing by Resolution R2023-03-08 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-TO2-PO23-445-SP2202

Ken Hildebrandt, City Engineer, spoke on the bid for the engineering design of sidewalk on E Ponce de Leon Ave. Recommendation to award the Task Order #2 contract to Keck and Wood in the amount of \$91,885.

MOVER: V. Rece

SECONDER: R. Orlando

Motion to approve contract C2023-TO2-PO23-445-SP2202 for the engineering design of sidewalk on E Ponce de Leon Ave. 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 Contract C2023-TO19-PO23-446-PR2306

Carlton Robertson, Parks and Recreation Director, spoke on the Task Order for the Tucker Recreation Center Parking & Pickleball design, community information and summary, and construction documents for these needed additions at TRC. Recommendation to award the Task Order #19 contract to Root Design Studios, one of our on-call design consultants, in the amount of \$77,000.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve contract C2023-TO19-PO23-00446-PR2306 for TRC Parking & Pickleball Design and Construction Documents passed.

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

NAYES: (1): A. Weaver

APPROVED (6 to 1)

J.6 Resolution R2023-03-03

Beverly Hilton, Finance Director, spoke on the Resolution R2023-03-03 to amend the FY23 Budget for General Fund, Tree Fund, Capital Fund and Stormwater Funds. Fund 560 was created 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 balance of all prior and current year approved projects.

Fund	Description	Original Revenue	Amended Revenue	Original Expenditure	Amended Expenditure
100	General Fund	17,600,000	18,105,300	20,481,126	24,131,970
206	Tree Fund	15,000	64,000	22,500	32,500

230	ARPA	6,795,608	6,795,608	6,795,608	2,795,608
275	Hotel Motel	1,200,000	1,200,000	1,200,000	1,200,000
280	Car Rental	36,000	36,000	36,000	36,000
300	Capital	9,445,500	12,402,241	16,282,331	16,882,331
320	SPLOST	6,070,000	6,344,000	5,386,471	13,239,607
560	Stormwater		1,500,000		1,500,000
	Totals	41,162,108	46,447,149	50,204,036	59,818,016

MOVER: V. Rece

SECONDER: N. Monferdini

Motion to approve Resolution R2023-03-03 to amend the FY23 Budget as presented passed unanimously.

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

APPROVED (7 to 0)

J.7 Resolution R2023-03-05

Mayor Auman presented the reappointment of Jason Burton, Bob Espy, and Neal Stubblefield for a 2-year term (3/13/2023 to 3/10/2025) on the Tucker Zoning Board of Appeals.

MOVER: F. Auman

Motion to approve Resolution R2023-03-05 to reappoint ZBA Members passed.

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

NAYES: (1): A. Weaver

APPROVED (6 to 1)

J.8 Resolution R2023-03-06

Mayor Auman presented the reappointment of Terry Grandison and Josh Wallace for a 3-year term (3/13/2023 to 3/12/2026) to the Tucker Public Facilities Authority.

MOVER: F. Auman

Motion to approve Resolution R2023-03-06 to reappoint PFA Members passed.

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

NAYES: (1): A. Weaver

APPROVED (6 to 1)

J.9 Resolution R2023-03-07

Mayor Auman presented the appointment of Charles DeWitt as a Director to the Downtown Development Authority (DDA).

MOVER: F. Auman

Motion to approve Resolution R2023-03-07 to appoint a DDA Director passed.

AYES: (5): F. Auman, R. Orlando, C. Schroeder, V. Rece, and A. Lerner

NAYES: (2): A. Weaver, and N. Monferdini

APPROVED (5 to 2)

K. MAYOR AND COUNCIL COMMENTS

L. EXECUTIVE SESSION – As required for the purpose of real estate, litigation and personnel

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to enter Executive Session at 9:01 PM for the purpose of real estate passed unanimously.

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

APPROVED (7 to 0)

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to exit Executive Session and return to Open Session at 10:26 PM passed unanimously.

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

APPROVED (7 to 0)

M. ACTION AFTER EXECUTIVE SESSION - None

N. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to adjourn meeting at 10:30 PM passed unanimously.

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

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, March 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>

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 the new employees of the City of Tucker: Cal Ford, Code Enforcement Officer and Matthew Couper, City Planner.

D. MAYOR'S OPENING REMARKS

Mayor Auman welcomed and introduced the new staff of the City, mentioned that the second meeting of the month has been a work session, but with all of the business of the City the meetings will be regular meetings thru July, and to sign up for the In-Tucker Magazine.

E. PUBLIC COMMENTS

One public comment was heard from Matt Robbins, recalling seven years ago there was a runoff in March 2016 for District 2 and that the first council meeting with all 7 members was in April 2016.

F. APPROVAL OF THE AGENDA

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the agenda as presented passed unanimously.

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

APPROVED (7 to 0)

G. MONTHLY REPORTS

G.1 Financials - February 2023

G.2 Upcoming Agenda Items

H. PRESENTATIONS

H.1 Update on Economic Development Strategic Plan

KB Advisory provided the City Council with the 104-page final draft of Tucker's first Economic Development Strategic Plan (EDSP) for the review of recommendations and initiatives and for final comments prior to final adoption.

H.2 Update on Special Purpose Local Option Sales Tax (SPLOST)

John McHenry, Deputy City Manager, spoke on the current DeKalb County six-year Special Purpose Local Option Sales Tax (SPLOST) program that will expire in March of 2024, which has generated \$5 million a year that was spent on capital projects per the 2017 adopted formula summarized below:

1. 65% Roads & Drainage
2. 20% Sidewalks, Bikeways & Trails
3. 15% parks and public facilities such as a fire station.

The past focus on transportation and parks has generated a successful delivery of an array of key projects including repaving, sidewalks, trails, intersection improvements, playgrounds, sports fields and facilities, funding roughly 50 percent of transportation projects currently delivered, as well as 40 percent of parks projects completed. This is clearly a very significant funding source for public amenities and improvements built by the City.

A DeKalb County bill (HB 431) went to the General Assembly to authorize SPLOST, which is a requirement to hold the referendum. The bill has passed both the House and Senate and awaits the Governor's signature. With this final approval, we the City of Tucker will have the opportunity to determine its approach to an upcoming SPLOST initiative by resolution, and then be voted on by Tucker residents in November of 2023.

I. NEW BUSINESS

I.1 Comprehensive Plan 5-Year Update Kick Off and Public Hearing

Courtney Smith, Community Development Director, introduced Sizemore Group that gave a presentation on the 2023 Tucker Tomorrow Comprehensive Plan 5-Year Update. 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.

DCA requires 2 public hearings to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process. The second public hearing is on May 8th.

Mayor Auman held a public hearing, which one citizen asked what DCA meant - Department of Community Affairs.

I.2 Ordinance O2023-03-03 Stormwater

City Attorney Ted Baggett spoke on the first read of an ordinance to allow the city to collect stormwater utility fees based on the amount of impervious surface on property, to create an enterprise fund to fund the service, and also give the legal authority for the city to provide the service.

FIRST READ

I.3 Ordinance O2023-03-04 Charter

City Attorney Ted Baggett spoke on the first read of an ordinance to amend the City of Tucker Charter that will clarify the new millage rate cap and clarify the services the city will provide to accommodate the results on the November, 2022 referendum on public works .

FIRST READ

J. MAYOR AND COUNCIL COMMENTS

The Mayor and Council thanked everyone for attending, mentioned events, and reflected on cityhood 7 years ago.

K. EXECUTIVE SESSION

MOVER: C. Schroeder

SECONDER: N. Monferdini

Motion to enter into Executive Session for the purpose of personnel, real estate and/or litigation at 8:20 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 open session at 10:51 PM passed unanimously.

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

APPROVED (7 to 0)

L. ACTION AFTER EXECUTIVE SESSION - None

M. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 10:53 PM passed unanimously.

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

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



MEMO

To: Honorable Mayor and City Council Members
From: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Memo for the Distribution of the Draft FY24 Operating and Capital Budgets

Description for on Agenda:

Distribution of FY24 Draft Budget

Discussion:

This is the first draft of the FY 2024 Operating and Capital Budgets. Your packet will be available directly before the Regular Meeting begins. It will contain the detail listing of Departmental Requests and City Manager Recommended amounts in all funds. Some accounts will have footnotes that provide a breakdown of amounts requested. Capital Project requests for ARPA (230), Capital (300) and SPLOST (320) will also be presented on a summary spreadsheet. Details for each project will follow the summary on individual FY2024 Capital Project Request Forms. Positions in each department (both City and Contracted) will be presented on a summary spreadsheet followed by a Personnel Request Form for any newly requested position.

The draft budget will be available on our website for public inspection (4/10/2023 at 7:00 pm). A printed copy will be available for public inspection in the City Clerk's Office during normal business hours on Tuesday morning 4/11/2023.

The tentative schedule for budget workshops, hearings and adoption has been advertised as required. The first Budget Workshop is scheduled for April 24th.



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: Tami Hanlin, City Manager
Date: March 21, 2023
RE: Memo for Stormwater Utility Ordinance

Description for on Agenda:

Ordinance to Create Stormwater Utility

Issue:

Should the City Council allow for the creation of a stormwater utility.

Recommendation:

The City Council should approve the ordinance should it wish to create a stormwater utility.

Background:

Voters of the City overwhelmingly approved the city assuming control over the maintenance and operation of stormwater services within the city limits in November of 2022. This ordinance creates a stormwater utility, which essentially creates an enterprise fund financed by a fee levied on property based on the amount of impervious surface on property. DeKalb County, and the vast majority of local governments in Georgia have found it necessary to provide stormwater services to meet the federal requirements of the Clean Water Act.

Stormwater utilities such as the those operated by DeKalb County and our neighboring cities are typically funded by a stormwater utility fee. In order to be valid, fees must have some rational nexus to the benefit conferred in exchange. In upholding Columbia County's stormwater fee against a legal challenge alleging the fee was an illegal tax, the Georgia Supreme Court distinguished stormwater fees from taxes. It noted that taxes consider the ability to pay without regard to benefits conferred on the payor and that fees apply based on a determination of the contribution to the problem. Thus, the fees created by this ordinance are connected to the amount of impervious surface on different properties.

Most of the local governments in the area have established what are known as Equivalent Residential Units (ERU) as the unit of measure which provides the basis for comparing the runoff generated by one parcel with that generated by another. An ERU is the median impervious coverage of a statistical sampling of single detached dwelling lots, which has been determined to be three thousand (3,000) square feet of impervious area. Different properties are assessed their fees based on the number of ERUs present. The amount of the fee charged is per ERU and is set by

city council in a resolution. Credits and exemptions based on lack of impervious surface or methods of containing stormwater runoff are available under the ordinance.

Summary:

Approval of this ordinance allows the city to collect stormwater utility fees and to create an enterprise fund to fund the service. It also confers the legal authority for the city to provide the service.

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE OF ORDINANCES TO CREATE ARTICLE I, STORMWATER UTILITY, OF CHAPTER 15, UTILITIES; TO STATE FINDINGS OF THE CITY COUNCIL; TO PROVIDE DEFINITIONS; TO PROVIDE FOR THE CREATION OF A STORMWATER UTILITY; TO PROVIDE FOR THE SCOPE OF RESPONSIBILITY OF SAID UTILITY; TO PROVIDE FOR THE CREATION OF AN ENTERPRISE FUND; TO PROVIDE FOR FEES, EXEMPTIONS, CREDITS, AND BILLING RELATED TO THE FUNDING OF SAID UTILITY; TO PROVIDE FOR INSPECTIONS OF PRIVATE PROPERTY; TO PROVIDE FOR APPEALS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Constitution, Article IX, Section II, Paragraph III(a)(6) directly empowers this City to provide a stormwater collection and disposal system throughout the city; and

WHEREAS, the voters of this great city overwhelmingly chose in a public referendum held on November 8, 2022 to have the city begin providing stormwater management services; and

WHEREAS, the method of funding stormwater services as provided herein was recognized as a valid exercise of local government power by the Georgia Supreme Court in *McCleod v. Columbia County*, 278 Ga. 242 (2004); and

WHEREAS, a first and second read of this ordinance by the Mayor and Council took place on March 27, 2023 and April 10, 2023; and

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

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

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to add Article I to a new Chapter 15, thereof, which shall read in words as follows:

STORMWATER UTILITY

Sec. 15-1. - Findings.

The City Council of Tucker, Georgia make the following findings:

- (a) The City is authorized by the supplementary powers provision of the Georgia Constitution, Article IX, Section II, Paragraph III(a)(6) to provide a stormwater collection and disposal system throughout the city.
- (b) The federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. 1251 et seq.), and rules promulgated by the United States Environmental Protection Agency pursuant to the Act emphasizes the role of local governments in developing, implementing, conducting and funding stormwater programs which address water quality impacts of storm water runoff.
- (c) Stormwater management services and facilities will assist the city in meeting the regulatory obligations imposed by its national pollutant discharge elimination system (NPDES) permit by reducing pollution and increasing water quality within the city.
- (d) The City of Tucker has obtained stormwater management systems and facilities which have been developed over many years. The future usefulness of the existing stormwater systems, and of additions and improvements thereto, rests on the ability of the city to effectively manage, protect, control, regulate, use, and enhance stormwater systems and facilities. In order to do so, the city must have adequate and stable funding for its stormwater management program's operating needs and capital.
- (e) Stormwater management services and facilities are needed throughout City because most of those areas are developed. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management service area encompassing all lands and water bodies within the City is consistent with the present and future needs of the community.
- (f) The provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, and thereby reducing flooding, erosion and water pollution caused by stormwater runoff.
- (g) Stormwater management services and facilities will provide a specific service to property owners by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state. By mitigating the impact of stormwater runoff from developed property, the stormwater management system helps prevent damage that would subject a property owner to civil liability.

- (h) The governing authority of the City is responsible for the protection and preservation of the public health, safety, and welfare of the community, and finds that it is in the best interest of the health, safety, and welfare of the citizens of the city and the community at large to proceed with the development, implementation, and operation of a utility for stormwater management accounted for in the city budget as a separate enterprise fund dedicated solely to stormwater management and to institute funding methods associated therewith.
- (i) The city staff and professional consultants have studied the need for, management of, and funding for, a stormwater utility. The city staff and the professional engineering and financing feasibility analysis properly assess and define the stormwater management problems, needs, goals, program priorities and funding opportunities of the city.
- (j) As a result, the city's governing authority finds that a stormwater utility provides the most practical and appropriate means of properly delivering storm water management services and facilities, and the city's governing authority finds that a utility fee provides the most practical and appropriate means of funding stormwater management services in the City.

Sec. 15-2. - Definitions.

The following definitions shall apply to this article. Any word or phrase not defined below but otherwise defined in the Code of Ordinances shall be given that meaning. All other words or phrases shall be given their common ordinary meaning unless the context clearly requires otherwise.

Channel protection shall have the same meaning as the term is defined in the Georgia Stormwater Manual, Volume 2, as amended hereafter.

Credit shall mean a conditional reduction in the amount of a stormwater service charge to an individual property based upon the terms and conditions of this article.

Customer shall mean all persons, properties, and entities served by the utility's acquisition, management, maintenance, extension, and improvement of the public storm water management systems and facilities and regulation of public and private stormwater systems, facilities, and activities related thereto, and persons, properties, and entities which will ultimately be served or benefited as a result of the stormwater management program.

Developed land shall mean all property not deemed as undeveloped land.

Direct lien shall mean a lien enforced against an individual or property prior to obtaining a judgment against the individual or property, such as liens established by operation of law for unpaid taxes.

Equivalent residential unit (ERU) shall mean the unit of measure which provides the basis for comparing the runoff generated by one parcel with that generated by another. An ERU shall be the median impervious coverage of a statistical sampling of single detached dwelling lots in the City, which has been determined to be three thousand (3,000) square feet of impervious area.

Impervious surfaces shall mean those areas, which prevent or impede the infiltration of stormwater into the soil as it entered in natural conditions prior to development. Common

impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, compacted gravel and soil surfaces, awnings and other fabric or plastic coverings.

Multiple dwelling lot shall mean a developed lot where on more than one (1) attached or detached residential dwelling units are located. Multiple dwelling lots include, but are not limited to, apartments, condominiums, duplexes and triplexes.

Other developed land shall mean, but shall not be limited to, commercial and office buildings, industrial and manufacturing buildings, storage buildings and storage areas covered with impervious surfaces, parking lots, parks, recreation properties, public and private schools and universities, research stations, hospitals and convalescent centers, airports, and agricultural uses covered by impervious surfaces.

Overbank flood protection shall have the same meaning as the term is defined in the Georgia Stormwater Manual, Volume 2, as amended hereafter.

Service fees shall mean the stormwater management service fees applicable to a parcel of developed land, which charge shall be used only for the purpose of funding the City stormwater utility's cost of providing stormwater management services and facilities.

Single dwelling lot shall mean a developed lot containing one (1) dwelling structure with its principal use being a residential dwelling. Single dwelling lots include, but are not limited to, single family homes and town homes characterized by fee simple ownership of both land and improved structures.

Stormwater management system means any one (1) or more of the various devices used in the collection, treatment, or disposition of storm, flood or surface drainage waters, including all manmade structures or natural watercourse for the conveyance or transportation of runoff, such as: detention areas, berms, swales, improved watercourses, open channels, bridges, gulches, streams, gullies, flumes, culverts, gutters, pumping stations, pipes, ditches, siphons, catch basins and street facilities; all inlets; collection, drainage or disposal lines; intercepting sewers; disposal plants; outfall sewers; all pumping, power, and other equipment and appurtenances; all extension, improvements, remodeling, additions, and alterations thereof; and any and all rights or interests in such stormwater facilities. Stormwater facilities expressly excludes any of the foregoing which exist for, or are used exclusively for the purpose of collection, treating, measuring, supplying, or distributing potable water within or as part of the water supply and treatment system, or any of the foregoing which exist for or are used exclusively for the purpose of collecting, treating, or measuring effluent within or as part of the sanitary sewer system.

Undeveloped land shall mean a lot in its unaltered natural state and which has no pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface that would prevent infiltration of stormwater or cause stormwater to collect, concentrate, or flow in a manner materially different than that which would occur if the land was in an unaltered natural state.

Water quality shall have the same meaning as the term is defined in the Georgia Stormwater Manual, Volume 2, as amended hereafter.

Sec. 15-3. - Establishment of a utility.

- (a) There is hereby established a stormwater utility which shall be responsible for stormwater management throughout the city's jurisdictional limits, and shall provide for the management, protection, control, regulation, use, and enhancement of stormwater systems and facilities. The stormwater utility management unit shall be composed of such personnel, employees and agents of the city as the city council may from time to time determine and their compensation shall be fixed and determined by the city manager as approved by the city council.
- (b) A stormwater enterprise fund shall be established in the city budget and accounting system for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the stormwater utility, including but not limited to rentals, rates, charges, fees and licenses as may be established by the city council and other funds that may be transferred or allocated to the stormwater utility. All revenues and receipts of the stormwater utility shall be placed in the stormwater enterprise fund and all expenses of the utility shall be paid from the stormwater enterprise fund, except that other revenues receipts, and resources not accounted for in the stormwater utility enterprise fund may be applied to stormwater management programs, facilities, operations and capital investments as deemed appropriate by the city council, upon recommendation by the city manager.
- (c) The city council confers upon the stormwater utility operational control over the existing stormwater management programs, systems and facilities performed, provided or owned by the city and other related assets, including but not limited to properties other than roadways upon which such systems and facilities are located, easements, rights-of-entry and access, and certain equipment used solely for stormwater management.

Sec. 15-4. - Scope of responsibility for the stormwater utility.

- (a) The stormwater utility shall be responsible for plan approval and construction inspection of both private stormwater facilities and public stormwater facilities located within the city. The stormwater utility shall be responsible for the design and construction of public stormwater facilities owned by the city and shall inspect, operate, and maintain them as prescribed herein.
- (b) The city drainage system consists of all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainageways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or manmade, within the political boundaries of the city which control and/or convey stormwater through which the city intentionally diverts surface waters from its public streets and properties. The city owns or has legal access for purposes of operation, maintenance and improvement of those stormwater systems and facilities which:
 - (1) Are located within public streets, rights-of-way and easements;
 - (2) Are subject to easements, rights-of-entry, rights-of-access, rights-of-use or other permanent provisions for adequate access for operation, maintenance and/or improvement of systems and facilities;
 - (3) Are located on public lands to which the city has adequate access for operation, maintenance and/or improvement of systems and facilities; or

- (4) Are determined by the city attorney to be the city's responsibility.
- (c) The stormwater utility shall provide for inspection of private facilities to ascertain that the stormwater facilities are functioning as designed and approved. The stormwater utility shall provide for remedial maintenance of facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare, and in cases where such remedial maintenance is required the city may bill the owner of the private facility for the costs of such maintenance.

Sec. 15-5. – Fund Policy.

- (a) Fund policy. It shall be the policy of the city that funding for the stormwater utility program, systems and facilities shall be equitably derived through methods which have a demonstrable relationship to the varied demands and impacts imposed on the stormwater program, systems and facilities by individual properties or persons and/or the level of service rendered by or resulting from the provision of stormwater programs, systems and facilities. Stormwater service charge rates shall be structured so as to be fair and reasonable, and the resultant service charges shall bear a substantial relationship to the cost of providing services and facilities. Similarly situated properties shall be charged similar rentals, rates, charges, fees or licenses. Service charge rates shall be structured to be consistent and coordinated with the use of other funding methods employed for stormwater management within the city, including but not limited to general tax revenues allocated to stormwater management, plan review and inspection fees, special fees for services, fees in lieu of regulatory requirements, impact fees, system development charges and special assessments.
- (b) The cost of stormwater management programs, systems and facilities may include operating, capital investment and reserve expenses, and may consider stormwater quality as well as stormwater quantity management problems, needs and requirements.
- (c) To the extent practicable, credits against stormwater service charges and/or other methods of funding stormwater management shall be provided for on-site stormwater control systems and activities constructed, operated, maintained and performed to the city's standards by private property owners which eliminate, mitigate or compensate for the impact that the property or person may have upon stormwater runoff discharged to public stormwater systems or facilities or to private stormwater facilities which impact the proper function of public stormwater systems or facilities.

Sec. 15-6. - Stormwater service fees established.

- (a) Stormwater service fee rates may be determined and modified from time to time by the city council so that the total revenue generated by the fees and any other sources of revenues or other resources allocated to stormwater management by the city council shall be sufficient to meet the cost of stormwater management programs, systems and facilities, including but not limited to the payment of principal and interest on debt obligations, operating expense, capital outlays, nonoperating expense, provisions for prudent reserves and other costs as deemed appropriate by the city council. Stormwater service fee revenues in any given year may exceed or be less than the cost of service in that year, provided, however, that the stormwater service

fee rate shall be based on meeting the long-term projected cost of stormwater management programs, systems and facilities. All unencumbered stormwater management funds derived from service fees and other sources of revenue not expended at the end of a fiscal year shall remain in the stormwater management utility enterprise fund account and balances shall be forwarded to the next fiscal year.

- (b) The stormwater service charge per equivalent residential unit shall be established by resolution of the city council.
- (c) All single detached dwelling lots shall be charged the rate applicable to one (1) equivalent residential unit.
- (d) All multiple dwelling lots shall be charged the rate applicable to one (1) equivalent residential unit times the number of dwelling units located on the multiple dwelling unit property times an adjustment factor that adjust the ERU to equal the median impervious coverage of a statistical sampling of a single dwelling unit within a multiple dwelling lot in City, which has been determined to be 0.5.
- (e) All other developed lands shall be billed for one (1) equivalent residential unit for each three thousand (3000) square feet of impervious surface or increment thereof on the property, rounded to the next highest tenth of an equivalent residential unit.

Sec. 15-7. - Exemptions.

The following properties are exempt from stormwater utility fees:

- (1) Undeveloped land;
- (2) All public rights-of-way; and
- (3) Railroad rights-of-way (tracks). However, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from stormwater service charges.
- (4) Any property whereby one hundred (100) percent of the stormwater runoff is contained on the premises and no runoff enters into the stormwater management system.

Sec. 15-9. - Credits.

- (a) Property owners of developed land may receive a stormwater service charge credit for on-site systems or facilities. Stormwater service charge credits shall be determined based on the technical requirements design and performance standards contained in the Georgia Stormwater Management Manual as may be updated or amended from time to time. Stormwater service charge credits may total up to forty (40) percent of the service charge applicable to a property, and shall be granted upon a showing of any of the following:
 - (1) Ten (10) percent credit for on-site systems or facilities sized and functioning to meet water quality standards in accordance with the City Code and the Georgia Stormwater Management Manual as may be updated or amended from time to time.

- (2) Ten (10) percent credit for on-site systems or facilities properly sized and functioning to meet the channel protection standards in accordance with the City Code and the Georgia Stormwater Management Manual as may be updated or amended from time to time.
- (3) Ten (10) percent credit for on-site systems or facilities sized and functioning to meet the overbank flood protection standards in accordance with the City Code and the Georgia Stormwater Management Manual as may be updated or amended from time to time.
- (4) Ten (10) percent credit for on-site systems or facilities sized and functioning to meet the extreme flood protection standards in accordance with the City Code and the Georgia Stormwater Management Manual as may be updated or amended from time to time.
- (b) Property owners seeking service charge credits must apply for stormwater service charge credits through completion and submittal to the City of a stormwater service charge credit application prior to July 1st of the fiscal year in which stormwater service charges are to be billed by the city. Credits will only be granted through applications approved by the city for the remainder of the year in which stormwater service charges are to be billed by the city.
- (c) Upon receipt of a timely filed completed application, the City Manager or his or her designee shall review the application and make a determination as to whether the applicable criteria for a credit has been met. All decisions regarding the approval or disapproval of a stormwater credit shall be made within forty-five (45) days of the date the completed application was submitted to the city.
- (d) Any credit allowed against the service charge is conditioned on (1) continuing compliance with the city's design and performance standards as stated in the Georgia Stormwater Management Manual as may be updated or amended from time to time; and (2) upon continuing provision of the systems or facilities provided, operated, and maintained by the property owner or owners upon which the credit is based. The city may revoke any credit at any time for non-compliance with this article.
- (e) Any existing credit approved by the government of DeKalb County, Georgia prior to July 1, 2023 shall be honored by the City until such time as a determination is made that such credit is not warranted as provided for in the City Code of Ordinances.

Sec. 15-10. - Inspection of private facilities.

Continuing compliance with the city's design and performance standards may be verified by city inspection of the systems or facilities upon which the credit is based. No credit shall be given under this article unless the property owner agrees in writing in its application that the city shall have the right for its designated officers, representatives, agents, and employees to enter upon private and public property, upon reasonable notice to the owner of such property, to inspect the property and conduct surveys and engineering testing on such property in order to assure compliance with the city's design and performance standards. On-site systems or facilities determined to no longer comply with the city's design and performance standards shall subject the property owner to revocation of all, or a portion of, stormwater service charge credits based on the city inspections' estimate of capacity reduction for a period of not less than one (1) year.

Sec. 15-11. - Stormwater service charge, billing, delinquencies and collections.

A stormwater service fee bill may be sent through the United States mail or by alternative means, notifying the customer of the amount of the bill, the date the payment is due, and the date when past due. The stormwater service fee bill may be billed and collected along with other fees and charges, including but not limited to other utility bills, assessments or property taxes, as deemed most effective and efficient by the city manager. Failure to receive a bill is not justification for nonpayment. Regardless of the party to whom the bill is initially directed, the owner of each parcel of developed land shall be ultimately obligated to pay such fees and other charges and any associated fines or penalties, including but not limited to interest on delinquent service fees. If a customer is underbilled or if no bill is sent for developed land, the city may backbill for a period of up to one year, but shall not assess penalties for any delinquency during that back-billed period. A late charge of one percent of the unpaid balance of any stormwater utility service fee bill shall be charged when a bill becomes delinquent. Thereafter, an additional charge of one percent based on the unpaid bill and any applicable delinquency charge shall be charged for each month the bill remains delinquent.

Sec. 15-12. - Stormwater utility service inspections and enforcement.

Every owner of real property located in the city, and every person who serves as a contractor or developer for the purpose of developing real property located in the city shall provide, manage, maintain, and operate on-site stormwater management systems and facilities sufficient to collect, convey, detain, control and discharge stormwater in a safe manner consistent with all city ordinances and development regulations, and the laws of the State of Georgia and the United States of America. Any failure to meet this obligation shall constitute a nuisance and be subject to an abatement action filed by any damaged party or city in any court of competent jurisdiction. In the event a public nuisance is found by the court to exist, which the owner fails to properly abate within such reasonable time as allowed by the court, the city may enter upon the property and cause such work as is reasonably necessary to abate the nuisance with the actual cost thereof assessed against the owner or developer, if any, on a joint and several basis. From the date of the filing of such action, the city shall have lien rights, which may be perfected, after judgment, by filing a notice of lien on the General Execution Docket of the Superior Court of DeKalb County. The City shall have the right, pursuant to the authority of this article, for its designated officers and employees to enter upon private and public property owned by entities other than the city, upon reasonable notice to the owner thereof, to inspect the property and conduct surveys and engineering tests thereon in order to assure compliance with this section.

Sec. 15-13. - Appeals.

- (a) Any customer who believes the provisions of this article have been applied in error may appeal in the following manner:
 - (1) An appeal must be filed in writing with the city manager or her designee within thirty (30) days of the decision that is appealed. In the case of service charge appeals, the appeal shall include a survey prepared by a registered land surveyor or professional engineer containing information on the total property area, the impervious surface area, and any

other features or conditions which influence the hydrologic response of the property to rainfall events.

- (2) The city manager or her designee shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
- (3) In response to an appeal the city manager or her designee may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this article.
- (4) All decisions by the city manager shall be final.
- (b) The appeal process contained in this section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decision of the city manager may be appealed in the Superior Court of DeKalb County, filed within thirty (30) days of the date of service of the decision of the city manager.

SECTION II.

This ordinance shall become effective on July 1, 2023.

SO EFFECTIVE, this ____ day of _____ 2023.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)

STORMWATER UTILITY IMPLEMENTATION USING GIS

Bridget Lawlor¹, Alex Mohajer, P.E.², Eric Rothstein³

AUTHORS: ¹GIS Analyst, CH2M HILL. 115 Perimeter Center Place, Suite 700, Atlanta, GA 30346. ²Deputy, Stormwater Programs, DeKalb County Roads and Drainage. 727-A Camp Road, Decatur, GA 30032. ³Senior Economist, CH2M HILL. 12301 Research Boulevard, Suite 250, Building 4, Austin, TX 78759.

Abstract. In recent years, stormwater utility fees have been identified as a reasonable and effective funding mechanism to address stormwater problems. The fees provide for an equitable assignment of cost that is in proportion to the demand placed on the drainage system by an individual property's runoff. The citizens of DeKalb County are facing an increasingly acute and complex set of storm water infrastructure challenges as the County continues to grow and prosper. An effective storm water management and infrastructure system is required to protect properties from flooding, to preserve and enhance the environmental quality of area watersheds, and to comply with National Pollutant Discharge Elimination System (NPDES) requirements. (NPDES is part of the Clean Water Act enforced by the Georgia Environmental Protection Department.) A stormwater utility fee system must meet the needs of the program expenditures, be dedicated to stormwater utility programs, continue to ensure long-term effective implementation and environmental stewardship and be legally defensible within the state of Georgia. DeKalb County's stormwater utility fee system incorporated data from the County's Geographical Information System (GIS) and the Tax Assessor's database to assign the fees for each parcel within unincorporated DeKalb County. This paper describes in more detail the technical methods for calculating and assigning these fees.

INTRODUCTION

Stormwater management presents a number of challenges for the citizens of DeKalb County. Runoff from significant rainfall events threatens public safety and property and conveys a number of pollutants to receiving streams, impacting water quality. While local governments may have authority and a duty to manage stormwater runoff, it is fundamentally the responsibility of individual property owners to ensure that any adverse consequences resulting from the development of their properties, or activities conducted thereon, are not transferred to downstream or adjacent property

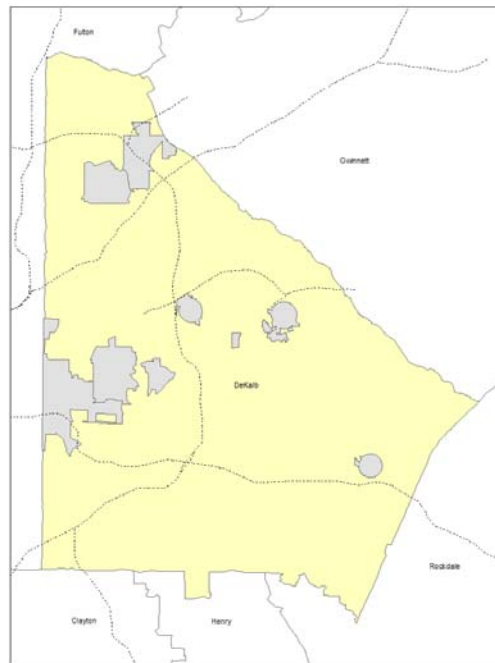


Figure 1: DeKalb County, Georgia

owners. In much the same way that raw sewage disposal, control of foul air emissions, or abatement of noise are responsibilities of those generating such impacts, owners of developed property have a measure of responsibility for flood protection and preservation of the environmental quality of watercourses and riparian corridors. County-delivered stormwater management services, therefore, help fulfill owner responsibilities for mitigating the adverse effects of stormwater runoff.

Property owners receive an array of specific benefits as a result of County-delivered stormwater management services. In particular, as County operations are expanded, existing infrastructure repaired or replaced, and new stormwater management facilities put in place, parcel owners will be subject to reduced incidence of both localized and County-wide flooding, more effective drainage of public rights of

way, and enhanced water quality and riparian ecosystems.

As with other utility services, delivery is subject to a number of regulatory requirements and generally realizes economies of scale. As with rates for water, wastewater, and other utilities, stormwater utility service rates are equitably established based on cost causation.

RATE REVENUE REQUIREMENTS

As is true of other utilities, stormwater utility rates are determined through an iterative financial planning process that identifies total operations and maintenance, capital financing, and other costs, typically for various levels of infrastructure investment or level of service. Other sources of funding, including non-rate revenues (e.g., impact fees) and grants, are deducted from annual requirements to determine revenues to be recovered through rates.

Based on the DeKalb Board of Commissioners' and the general public's acceptance of a \$4 per month per equivalent residential unit fee level, which was recommended in the County's Feasibility Study (December 2001), subsequent financial planning was based on this fee level.

COST ALLOCATION

Cost-of-service ratemaking, across various forms of utilities, is generally characterized by a cost allocation process that defines customer classes and then assigns customer class responsibilities on the basis of cost causation. In DeKalb County, customer classes have been simply defined as follows:

- Single-Family Residential
- Multi-Family Residential
- Non-residential
- Undeveloped
- City – Properties within incorporated cities

For stormwater rate design, DeKalb County has adopted the most basic of rate structures: a flat \$4 per month per 3,000 square feet of impervious area. This simple rate structure fulfills several objectives. First, as there is a well-documented correlation between impervious area and both volume of stormwater run-off and pollutant loading characteristics, this fee structure provides an equitable distribution of cost responsibilities. Parcel owners are charged on the basis of the volume and quality of the stormwater flows emanating from their properties. Second, this rate form limits the County's administrative burden, which is especially important in the initial years of program

implementation. Finally, a flat charge, complemented by an appropriate credit structure, may aid public understanding and acceptance. Publicly articulated messages to the effect that "everyone pays the same amount per unit of impervious area" tend to ring true as eminently fair and understandable.

FEE CALCULATIONS USING GIS

Stormwater utility user fee calculations are based on impervious area measurements because impervious areas (surfaces that do not absorb stormwater, such as rooftops and pavements) have been shown to contribute to increased stormwater runoff and water quality degradation. Basing fees on impervious area ensures that customers pay according to the demand their property places on the County system. Impervious areas are commonly used as the basis for charging stormwater fees.

The stormwater utility user fee calculations are based on three different data sources specific to DeKalb County: the Tax Assessor Master Account Database, parcel boundaries, and impervious ground cover. This information is then utilized in the equivalent residential unit (ERU) analysis and multi-family factor analysis to arrive at realistic assumptions for use in the fee calculations.

A geodatabase containing the impervious surfaces, parcel boundaries and other base map layers such as roads, city boundaries and land lots, stores the spatial data. A separate database stores the Tax Assessor data and the stormwater utility data.

This section further explains the data and the process for arriving at each property owner's fee.

Master Account Database for Assignment of Stormwater Rate Classes

A stormwater rate class (single-family, multi-family, non-residential, city or undeveloped) was assigned to each records in the Master Account Database. This attribute indicates how the fee was determined for that individual account. The stormwater rate class was assigned to each parcel within the County using various fields from the database, including the property class, owner name, total assessed value, year built and total living area. The stormwater rate class determines the method in calculating or assigning the total number of ERUs.

Impervious Ground Cover

A GIS layer of impervious ground cover was developed from DeKalb County's planimetric maps. . The planimetric maps were based on aerial photography from 1995, so recent development is not reflected in the

data. The buildings and pavement lines digitized in the planimetric maps were converted to polygons so that the impervious area could be calculated. This new GIS polygon layer was reviewed and land cover types were assigned: building, street, driveway, or pervious.

Aerial photography coverage dated January 2001 was used to revise the planimetric map data in areas of recent development. For each non-residential parcel, the planimetric data was overlain on the aerial photos and the two data sources were compared. Where a significant amount of impervious ground cover was apparent in the photo but not shown in the planimetric data, additional polygons of impervious area were digitized using GIS techniques. Typical conditions where this was necessary included:

- Small driveways or paved areas not shown on the planimetric maps;
- Development between 1995 and 2000;
- Swimming pools (with decks) and tennis courts not shown in the planimetrics; and
- Compacted pervious surfaces, such as truck parking areas or unpaved driveways.

In addition to the aerial photos, field checks and development plans were reviewed in cases where the Master Account Database indicated development since the effective date of the photography, such as the development near the Stonecrest Mall.

Parcel Boundaries

DeKalb County's GIS department maintains approximately 1,400 CADD files containing the parcel boundary information. Each file covers a land lot or an individual development within a land lot. The parcel boundaries shown on the maps are schematic in nature, not being drawn to a true scale and not georeferenced to a common base map. These CADD files were converted into GIS files and then "rubber-sheeted," or stretched and fitted, to the planimetric base map as well as possible. However, a substantial number of refinements was needed to "clean up" the parcel boundaries. The refinements included assigning a Parcel ID number and relocating individual non-residential parcel boundary lines to align better with the base planimetric information, specifically so the parcel contained the appropriate corresponding impervious features. Where boundary lines remained uncertain, further investigations, including field visits and review of development plans, were used to establish more accurate locations of the parcel boundaries. The GIS layer of parcel boundaries was developed in detail only for non-residential parcels, since they are the only



Figure 2: Sample Non-residential parcel with impervious surfaces

stormwater utility customer class for which measured impervious areas are needed.

Once the non-residential parcels were complete with the parcel number attribute, the parcels were intersected with the impervious surfaces to output a feature class in the geodatabase of impervious surfaces attributed with the parcel number. A summary of the impervious surfaces was performed based on the parcel number, resulting in a square footage of driveways, buildings and parking lots for each non-residential parcel. This summary table was joined to the database containing the Tax Assessor Master Account data table to create the Master Stormwater data table.

Equivalent Residential Unit Analysis

The ERU forms the basis of the billing for the DeKalb County stormwater utility fees. It represents the typical amount of impervious ground cover on a single-family residential property in DeKalb County. Stormwater utility fees for non-residential properties are billed in proportion to the ratio of their total impervious area to that of the typical single-family residential property, represented by the ERU. While stormwater utility fees assessed to single-family residential parcels are at a flat rate for all parcels in the class, impervious areas for non-residential parcels are measured by GIS or other means. The non-residential stormwater utility fee is calculated by dividing that total measured impervious area by the ERU multiplied by the fee per ERU. Available data from the DeKalb County GIS Department were used to determine the

ERU by taking impervious area measurements of a random, statistically valid sampling of single-family residences.

For DeKalb County, it was determined an ERU would equate to 3,000 sq. ft. of impervious surfaces. For each non-residential parcel the total square footage of impervious surfaces calculated in the GIS was divided by 3,000 to produce the number of ERUs.

For multi-family parcels, an analysis was performed to calculate the average amount of impervious surface for each unit. It was determined that multi-family parcels contain approximately ½ the amount of impervious area per unit as single-family residential parcels. Therefore, the total number of ERUs assigned to multi-family parcels was calculated as ½ the number of units. For example, an apartment complex of 100 units was assigned a total ERU of 50.

The total number of ERUs for each parcel was provided to the Tax Commissioner's office to assign fees.

STATUS OF THE DEKALB COUNTY STORMWATER UTILITY

Stormwater Utility fees were issued on the 2004 property tax bills. To date, over \$15M of the \$16M fees billed have been paid. The majority of the outstanding fees are for properties owned by tax exempt entities.

The GIS data and associated databases have provided the Roads and Drainage staff with the resources to respond to customer inquiries.

CONCLUSIONS

The Stormwater Utility program has proven to be a fair and effective method to provide for DeKalb County's stormwater services. In 2005, data will be updated continuously throughout the year as development changes the stormwater status of properties throughout the county.

LITERATURE CITED

CH2M HILL, 2001. DeKalb County Stormwater Utility Feasibility Study. Prepared for DeKalb County Public Works Department, Roads and Drainage Division.

Rothstein, Eric; Taniguchi-Dennis, Diane; Galardi, Deborah; Richardson, Jeni; October 2001. "Analysis of Strength Loading Characteristics for Wastewater Rate Classification" *Proceedings of the Water Environment Federation Technology Exhibition and Conference*.



MEMO

To: Honorable Mayor and City Council Members
From: Jackie Moffo, Economic Development Manager
CC: Tami Hanlin, City Manager
Date: March 31, 2023
RE: Memo for Resolution 2023-04-09, Adoption of the Economic Development Strategic Plan

Description for on Agenda:

Presenting the Mayor and City Council the final Economic Development Strategic Plan for adoption.

Issue: The City of Tucker hired KB Advisory Group for the development of its Economic Development Strategic Plan. Planning has concluded, and the Economic Development Department and KB Advisory Group are proud to present the attached Economic Development Strategic Plan for adoption by Mayor and City Council.

Recommendation:

Staff recommends that the Mayor and City Council adopt the Economic Development Strategic Plan as attached.

Background: Tucker's Comprehensive Plan, *Tucker Tomorrow*, calls for the creation of an economic development plan. The City of Tucker has contracted with a consultant, KB Advisory Group, to create Tucker's first Economic Development Strategic Plan. This plan will provide Tucker with a specific approach to economic development that will maintain our businesses, create jobs, and identify key sectors for growth.

Summary: The City of Tucker shared RFP 2022-014 for bid on May 31, 2022 and received four proposals. On Monday, August 8, 2022, the Mayor and City Council approved and award the contract for the Economic Development Strategic Plan to KB Advisory Group. Work began with a Kick-Off Meeting on September 26, 2022, at the Mayor and City Council Work Session. KB Advisory group, working with City of Tucker Staff, conducted multiple public input meetings and has gathered all necessary demographics and community data. The Economic Development Department and KB Advisory Group and now prepared to present the Mayor and City Council with the final plan for their approval.

Financial Impact: As done in previous plans, the City of Tucker is working in partnership with TSCID and TNCID on this project. The City of Tucker budgeted \$65,000 from the City's Economic Development Budget, and \$10,000 from the DDA's Economic Development Budget and is receiving contributions of \$10,000 from TSCID and \$5,000 from TNCID to use for this plan.

**A RESOLUTION TO ADOPT TUCKER ECONOMIC
DEVELOPMENT STRATEGIC PLAN**

WHEREAS, the Mayor and Council of the City of Tucker are authorized by the City Charter to adopt rules to govern the governance of its business; and

WHEREAS, the Mayor and Council desire to further one of the principal goals of the Comprehensive Plan which is to Bolster (the) Economic Base;

WHEREAS, the attached Economic Development Strategic Plan has established three Tucker target industries, Professional Services, Manufacturing, and Health Care,

WHEREAS, the attached Economic Development Strategic Plan has established five initiatives, Economic Development Capacity Building, Business Retention and Expansion, Major Projects Accelerator, Visibility, Marketing and Branding, and Business and Developer Programming,

WHEREAS, the Mayor and Council find that this document provides critical guidance in furthering the economic development of the City of Tucker,

WHEREAS, the Mayor and Council desire to support the adoption of the plan as a foundational document for the City of Tucker's Economic Development,

WHEREAS, the Mayor and Council acknowledge that this plan establishes the economic vision for the City of Tucker,

WHEREAS, this study is sponsored by the City of Tucker, the Tucker Downtown Development Authority, the Tucker-Northlake Community Improvement District, and the Tucker Summit Community Improvement District,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Tucker while at a regular meeting on April 10th, the attached Tucker Economic Development Strategic Plan is approved and adopted.

SO RESOLVED, this the 10th day of April 2023.

APPROVED:

ATTEST:

Frank Auman, Mayor

Bonnie Warne, City Clerk

(seal)



City of **Tucker**

Economic Development Strategic Plan





City of **Tucker**

Economic Development Strategic Plan

ACKNOWLEDGEMENTS

The KB Advisory Group Team would like to thank the following individuals and organizations for their participation in the Economic Development Strategic Plan (EDSP) process:

City of Tucker Mayor and City Council

Frank Auman, *Mayor*
Roger W. Orlando, *District 1 - Post 1*
Virginia Rece, *District 1 - Post 2*
Cara Schroeder, *District 2 - Post 1*
Noelle Monferdini, *District 2 - Post 2*
Alexis Weaver, *District 3 - Post 1*
Anne Lerner, *District 3 - Post 2*

Others

Tucker Downtown Development Authority (DDA)
Tucker-Northlake Community Improvement District (CID)
Tucker Summit Community Improvement District (CID)

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Urban Pulse (Public Engagement)

Christopher Pike, *Public Engagement Director*

Willdan (Data Analysis)

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Photographs on the inside cover of this document shared with permission from City of Tucker.

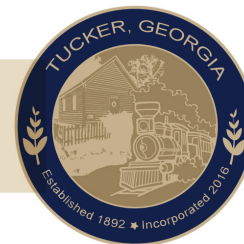


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Section 1

OVERVIEW

The Economic Development Strategic Plan (EDSP) for the City of Tucker represents the first plan of its kind for the City. The EDSP is a foundational document for the City of Tucker's Economic Development. It identifies Tucker's existing assets, considers a five-year economic outlook, establishes the economic vision, and provides strategies and implementation steps to achieve the outlined goals. The creation of this plan was inclusive of input from Tucker's:

- **CITIZENS,**
- **BUSINESSES,**
- **LOCAL AND REGIONAL PARTNERS,**
- **CITY STAFF AND LEADERSHIP, AND**
- **MAYOR AND CITY COUNCIL.**



THIS PAGE: Photo of Main Street shared with permission from City of Tucker.

S1: EXECUTIVE SUMMARY

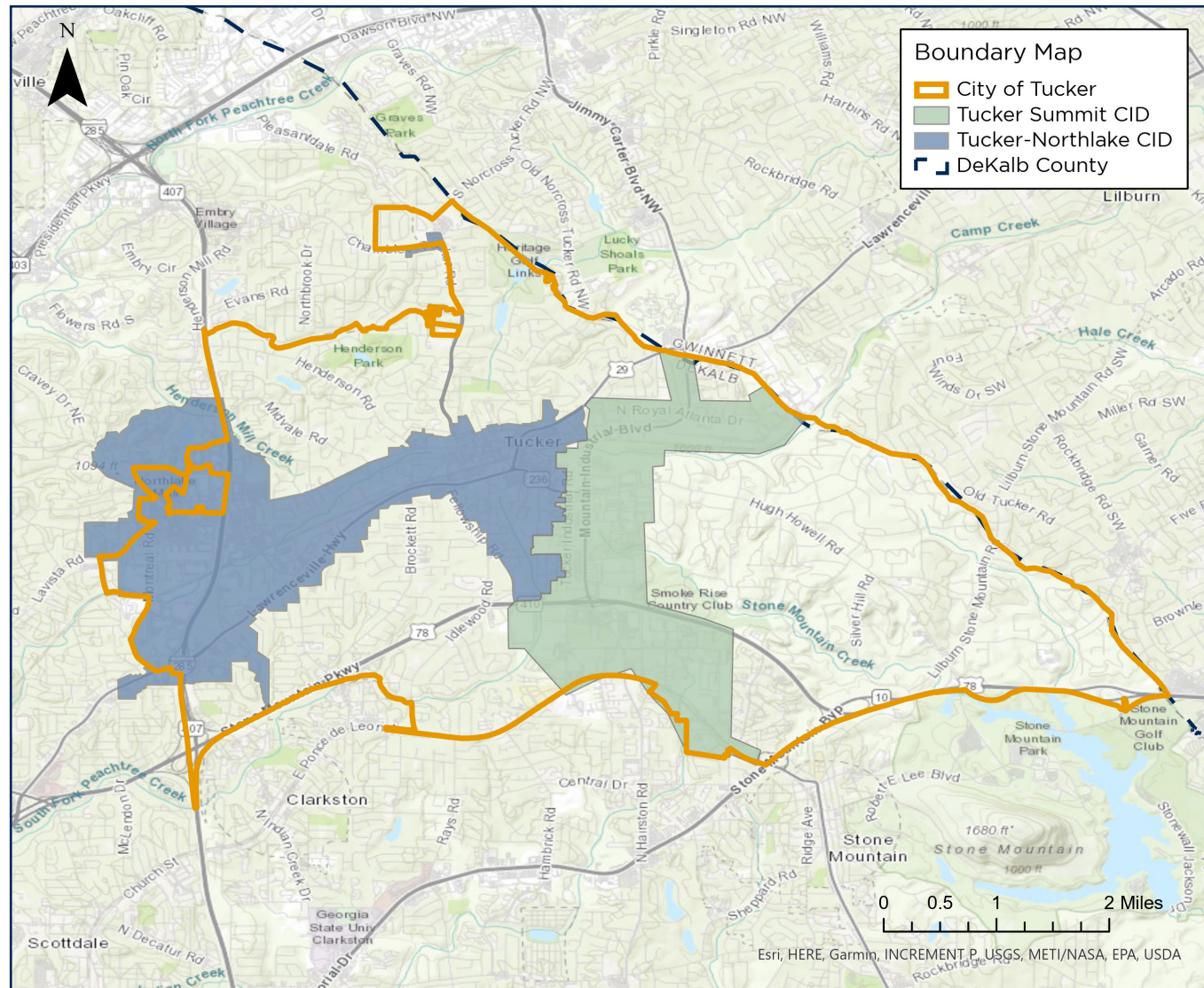
The City of Tucker benefits from its geographic position within the growing Atlanta metro - the location enables Tucker to bolster its economic base, in keeping with the goals identified the *Tucker Tomorrow Comprehensive Plan*. **Demographic trends reveal the City's many strengths, including a well-educated workforce, high-earning households, and racial and ethnic diversity.** Additionally, Tucker citizens identified **Tucker's strengths in access to greenspace, a relatively low cost of living, a strong sense of community, and authentic old-town charm within Tucker's Downtown core.** Increasingly, employers are seeking locations with a high quality of life, such as rich lifestyle amenities and conveniences, to attract and retain a stable workforce.

Existing industries within Tucker are diverse and serve as critical assets to a resilient local economy grounded by the existing employment cores: Mountain Industrial Corridor, Lawrenceville Highway, Northlake Area, and Tucker's Downtown. These cores are uniquely categorized by industry mix and type and contribute to forming beneficial industry clusters. Mountain Industrial boasts a long-standing industrial manufacturing cluster, while the Northlake Area represents Tucker's office and medical core. Lawrenceville Highway is a significant corridor through the City, bridging the industrial, suburban, and downtown retail character areas. Downtown Tucker exhibits vital aspects of the Main Street atmosphere, mixing retailers and small businesses.

Notably, 95% of Tucker businesses are small to medium-sized, suggesting the tailoring of economic development services to the variety of industry and business size needs. However, **over 90% of Tucker working residents commute regionally. Conversely, 96% of jobs within Tucker are filled by those living outside of the City.** Understanding this mismatch, opportunities appear for focused economic development efforts on business expansion, attraction, and internal talent pipelines.

Target Industries

At the culmination of the demographic and economic analysis, review of the City of Tucker plans and guiding documents, and extensive community input, target industries were identified and represent areas of opportunity for attention and action, in order to sustainably propel Tucker's local economy through the next five years. Those industries are discussed on page 10.



EDSP Boundary Map by KB Advisory Group

S1: EXECUTIVE SUMMARY

TARGET INDUSTRIES



PROFESSIONAL SERVICES

The Professional Services industry grew almost 60% countywide from 2018 to 2022 and currently makes up close to 9% of the job mix in Tucker. Nearly 20% of all establishments with less than five employees are in this industry, and many businesses of this size are sole proprietorships. The City would benefit from both economic development efforts that aim to both attract new employers in this industry and those that help promote the entrepreneurial environment of the Tucker area.



MANUFACTURING

The Manufacturing industry grew over 50% countywide from 2018 to 2022 and currently makes up over 10% of the job mix in Tucker. Manufacturing has been a staple in Tucker but currently employs the least number of working residents. Tucker would benefit from economic development efforts focusing on the talent pipeline and working with manufacturing employers to address talent needs.



HEALTHCARE

Similar to Manufacturing, there are more Healthcare jobs within the City than working residents in that industry. The Healthcare industry grew over 20% countywide from 2018 to 2022 and currently makes up almost 10% of the job mix in Tucker. Economic development efforts that expand partnerships with local institutions would benefit Tucker.

Linking the City of Tucker's economic development goals and target industries to specific initiatives, identifying and allocating resources, and assessing performance based on detailed, agreed-upon outcomes are critical to meeting the vision and objectives established by the Tucker Economic Development Strategic Plan.



The Tucker **EDSP** Initiatives

1

Economic Development Capacity Building

As a recently formed city, efforts by Tucker focused on **establishing the role and function of the Economic Development Department are vital to success**. Current staff responsibilities vary across multiple functions and departments. That creates a reactive workflow with limited ability to concentrate efforts on strategic initiatives, such as a Business Retention and Attraction Program.

2

Business Retention and Attraction (BRA) Program

Instituting a Business Retention and Attraction (BRA) Program can help manage business needs and attract new businesses by establishing sustainable contact with the Tucker businesses, monitoring business performance, addressing obstacles, and proactively recruiting target industries.

3

Major Projects Accelerator

Although multiple planning efforts have outlined goals for economic development, Tucker needs a guiding document or a priority list for how and when the Economic Development Team should tackle these goals. A Major Projects Accelerator Program would complement the foundational aspect of Economic Development Capacity Building Initiative No 1 **to advance progress against goals for all adopted plans**.

4

Visibility, Marketing, and Branding

An organized Economic Development Department with proven and successful programs can **strategically promote Tucker as a great place to live and do business**. These efforts should prioritize marketing, advertising, and publicizing Tucker to build a positive relationship between the public and private sectors.

5

Business and Developer Programming

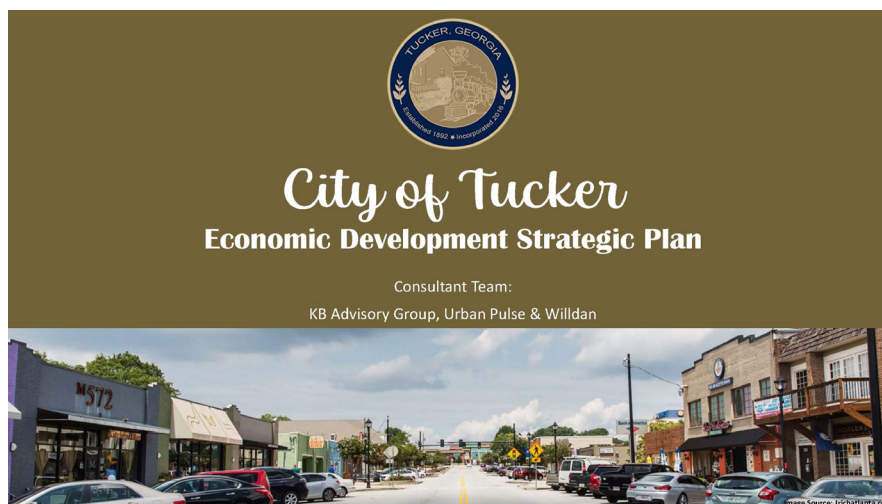
Finally, **Tucker should expand and formalize business and developer services** centered on talent and workforce development, networking and promotion, economic development and infrastructure investment alignment, and business research services.

Section 2

OVERVIEW: WHY NARRATIVE

WHAT IS THE ECONOMIC DEVELOPMENT STRATEGIC PLAN?

In 2022, the City of Tucker undertook an Economic Development Strategic Plan (EDSP) to guide the City's near-term economic development policies, programs, and investments over the next five years and make the *Tucker Tomorrow Comprehensive Plan* vision a reality.



ABOVE: Image from the Tucker Economic Development Strategic Plan Kick-Off.



THIS PAGE: Photo of "Movie on Main" shared with permission from City of Tucker.

S2: WHY NARRATIVE





In April 2018, the City of Tucker adopted the [Tucker Tomorrow Comprehensive Plan](#), which included five primary community goals for the City’s future.


The fifth goal—(to) **Bolster** (the) **Economic Base** – called for various initiatives that would leverage Tucker’s current assets and promote growth in the primary job centers of in and around Mountain Industrial Boulevard, Northlake, Lawrenceville Highway, and Downtown Tucker.


The City of Tucker retained local and national consulting support led by **KB Advisory Group**—joined by Urban Pulse and Willdan Group. The EDSP brings *Tucker Tomorrow’s* economic vision to life with action steps, assigned accountabilities, monitoring, and reporting.

What are the Goals of the Economic Strategic Plan?

- 

Empower the City to guide planning, zoning, and economic development priorities.
- 

Attract high-quality investment and redevelopment activity.
- 

Help strategically shape the character of redevelopment according to a shared community vision of the future, established through a transparent process of consensus building and leadership.
- 

Provide the specific implementation steps needed to guide Tucker’s economic development policies, programs, and investments over the next five years.

Why is the Tucker Economic Strategic Plan Important?

The EDSP's community outreach, research, and analysis aimed to help the City understand Tucker's competitive positioning by exploring:



What is the City of Tucker's "it" factor? How can Tucker leverage the positive aspects of this community brand or identity to attract higher tax-value business investment and operations?



What industries should the City of Tucker target to diversify the economy and improve fiscal resiliency?



How can the City connect critical infrastructure investments with the EDSP's economic development strategies to bolster Tucker's Economic Base?



What best practices for new policies and programs should Tucker explore for adoption?



THIS PAGE: Photo shared with permission from City of Tucker.

S2: WHY NARRATIVE

Similar to *Tucker Tomorrow*, the EDSP is both ambitious and practical. With the visions outlined in *Tucker Tomorrow*, the EDSP outlines how the City can realize its economic potential and leverage its existing successes.

For example, one of the primary goals of the EDSP is to define the action steps needed to accelerate the City's evolution towards a more proactive and intentional delivery of economic development services.



The EDSP also includes an economic profile report and recommended target industries to identify the City's highest-value growth sectors and associated near- to mid-term opportunities.



The EDSP guides the City's investment in new policies and programs, and how to tackle the gaps with economic development tools. It builds on the community's assets when coupled with an economic development-focused community engagement process.



With strong strategic partnerships in the community, the EDSP positions the City of Tucker to build on existing partnerships and identify new resources to support the City of Tucker's future.



THIS PAGE CLOCKWISE from the top left, photos No 1 and 2 in the City of Tucker taken by KB Advisory Group. Photos No 3 through 7 shared with permission from City of Tucker.

Section 3

OVERVIEW: PUBLIC INPUT

Input from residents and the business community was crucial in crafting the Tucker Economic Development Strategic Plan (EDSP).

Public Meetings	2 Community Meetings 2 Community SWOT Analysis Meetings 2 Consensus Building Workshops
Strategic Focus Groups	5 Focus Groups, 50+ Business/Partners Engaged Business Community Lunch and Learns Tucker-Northlake CID Leadership Tucker Summit CID Leadership Local & Regional Community Partners
One-on-One Interviews	9 Mayor, Councilmembers, City Staff 7 Major Employers & Community Partners
Online Engagement	216 Community Survey Respondents 9 faith-based institutions engaged 81 Business Survey Respondents 2,200+ shares with businesses



PUBLIC INPUT

THIS PAGE: Photo of a Tucker Economic Development Strategic Plan Public Input Session by KB Advisory Group.

S3: PUBLIC INPUT

Led by Christopher Pike of Urban Pulse, the consultant team gathered public input in the following ways:

COMMUNITY SURVEY

During the five-month public input process, the consultants were able to engage with over 200 members of the Tucker community.

The Community Survey ran from September 28, 2022, to December 2, 2022. The survey was open to the public and shared across all the City of Tucker social media platforms.

Community attributes viewed as most important to respondents were:

- Community appearance
- Amenities for recreation and parks
- Quality of schools
- Ability to walk or conveniently travel to shops and restaurants
- Affordable housing
- Parking availability

Half the respondents viewed the lack of retail, entertainment, and restaurant options as a significant community obstacle.

Aspects of Tucker that respondents were most satisfied with were:

- Cost of living
- Ability to take an active role in the community
- Population diversity

Aspects of Tucker that respondents were most dissatisfied with were:

- Community appearance
- Public school quality



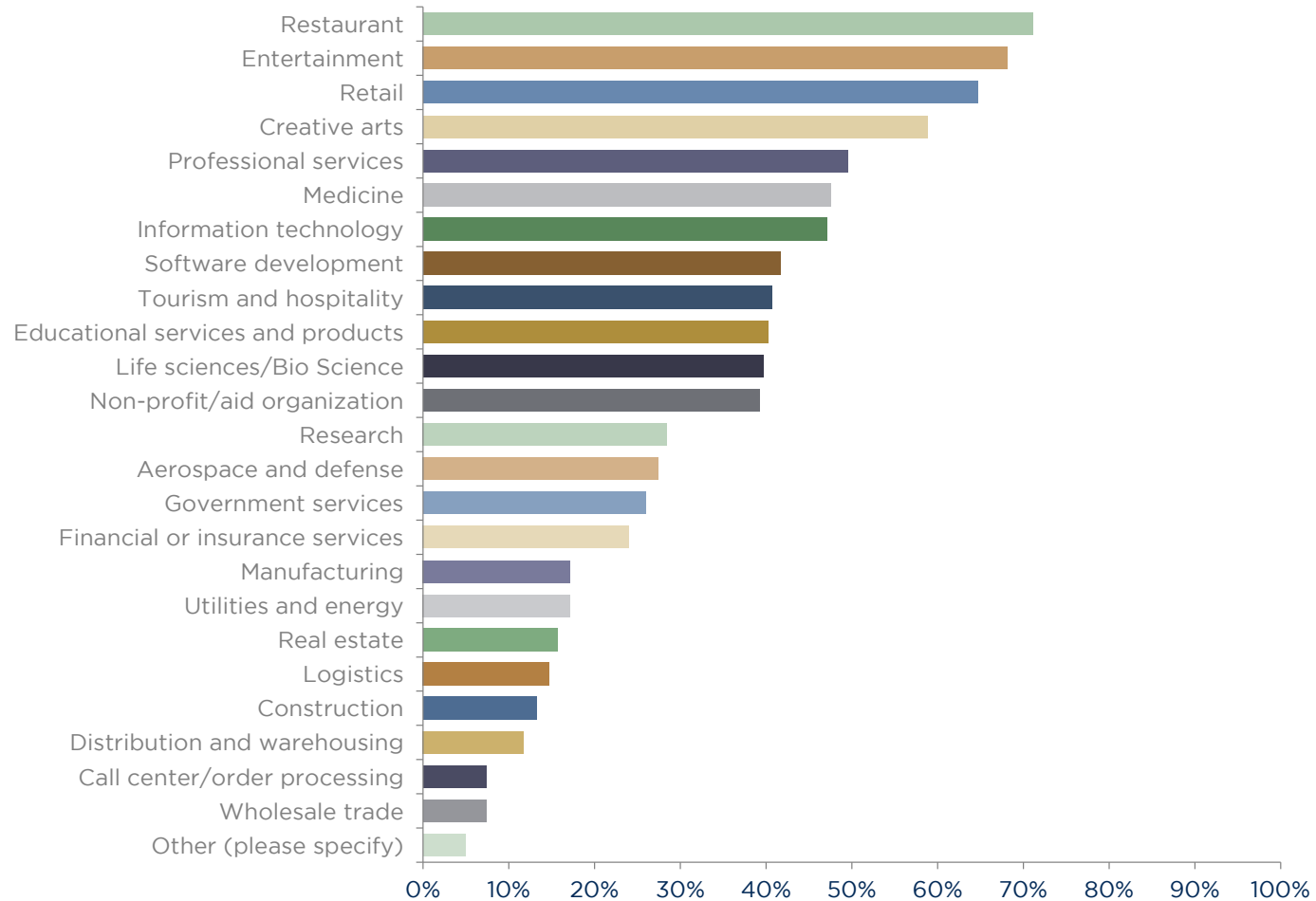
“It’s a convenient, growing, multicultural community with a rich history.”

- EDSP
Community Survey Respondent



COMMUNITY SURVEY FEEDBACK

What do you want to see expanded in Tucker?



S3: PUBLIC INPUT

BUSINESS SURVEY

The Business Survey ran from October 18, 2022, to December 2, 2022. The survey was shared across all City of Tucker social media platforms and directly with over 2,000 businesses.

Of those that responded:

- Over 80% indicated they were self-employed or within a small business
- Over 85% reported being business owners
- Nearly half of the respondents indicated their business occurs statewide or nationally
- Over 40% of respondents indicated efforts for future expansion

Nearly 90% of respondents believed Tucker is a good place to do business, would recommend Tucker to other

companies, and are likely to remain in the City. Additionally, many further identified Science, Technology, Engineering, and Mathematics (STEM), professional services, and medical uses as strategic industries to attract others to Tucker.

The top reasons companies located in Tucker originally were:

- Low cost of doing business
- Founded in Tucker or had community ties
- Access to particular networks and markets
- Quality of life

Three overarching factors viewed as having high importance for business success in Tucker were:

- Labor and operating cost
- Logistics and transportation

- Costs associated with permits and fees, utilities, and the development and permitting process

Highly ranked obstacles were:

- Resources for business support
- Access to capital
- Available talent pool
- A more robust business network within Tucker

Respondents also desire more lifestyle amenities, entertainment options, and retail and restaurant offerings within the City.

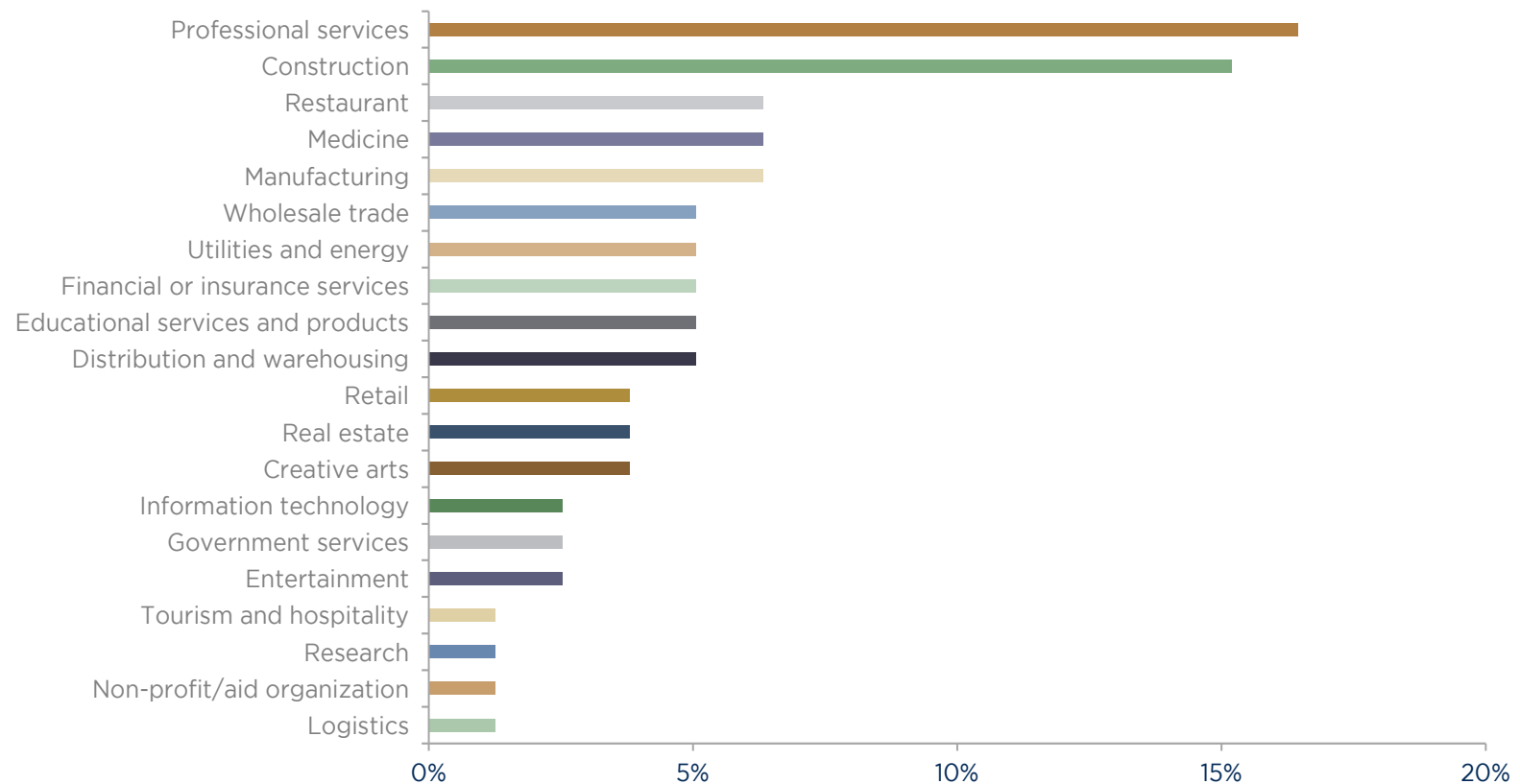
"Small town with big city advantages."

- EDSP Business
Survey Respondent



BUSINESS SURVEY FEEDBACK

Which best describes the primary industry focus of your business?



S3: PUBLIC INPUT

SWOT

Two public input sessions took place in October 2022, and the discussion centered around questions from the survey. After these two sessions, there were two more to develop a community-wide consensus around Tucker's Strengths, Weaknesses, Opportunities, and Threats (SWOT). Below are the top five items by vote for each category.

STRENGTHS

1. Convenient location in the metro area with good access to highways and other cities
2. Parks and Nature Trails and Greenspace
3. Strong Industrial Corridors – Diverse business mix with established industries
4. Small Town Feel – Community retains an authentic old town charm, downtown district
5. Great community with good people and a strong sense of community

WEAKNESSES

1. Community Appearance, Beautification, Gateways
2. Housing Density in Downtown (Lack of Housing)
3. Parking in Downtown – need for more parking options
4. Underutilized Land (Highest and Best Use in Downtown)
5. Diversity of Restaurants and Retail

OPPORTUNITIES

1. Housing Downtown to increase the customer base for businesses in the Downtown area
2. Diverse Housing Options – to include senior housing and affordable (Workforce Housing)
3. Walking Trails – Create community connectivity and mobility
4. Potential for new restaurants and retail; the local economy could support more
5. Directional Signage for Downtown (Businesses)

THREATS

1. Service Delivery (DeKalb County)
2. Irresponsible Growth and Development (Overdevelopment)
3. Destruction of Greenspace – potential for overdevelopment of specific areas
4. Rising Housing Prices
5. Maintaining a Healthy Industry Mix



Economic Development Strategic Plan



City of
Tucker



Presented by KB Advisory



Community & SWOT Analysis Meetings

The Purpose?

The City of Tucker is creating the community's first Economic Development Strategic Plan (EDSP), focused on developing tactical implementation strategies and a funding road map. **WE NEED YOUR INPUT!**
The EDSP will:

-  Empower the City to define its vision, mission, and values to guide planning, zoning, and economic development priorities
-  Attract high-quality investment and redevelopment activity
-  Help strategically shape the character of redevelopment according to a shared community vision of the future, established through a transparent process of consensus-building and leadership
-  Provide the specific implementation steps needed to guide Tucker's economic development policies, programs, and investments over the next five years

Provide Your Input at Our Community Sessions!

Community Meetings

Tell us what you think and take our survey!

Date: Tuesday October 11, 2022
Time: 6:00 pm - 8:00 pm
Location: City of Tucker - City Hall

Date: Tuesday October 17, 2022
Time: 6:00 pm - 8:00 pm
Location: City of Tucker - City Hall Annex

SWOT Analysis Meetings

What do you think our strategic plan should focus on?

Date: Tuesday October 25, 2022
Time: 6:00 pm - 8:00 pm
Location: City of Tucker - City Hall

Date: Tuesday November 1, 2022
Time: 6:00 pm - 8:00 pm
Location: City of Tucker - City Hall Annex

VISIT:

TUCKERGA.GOV



TAKE OUR BRIEF SURVEY!

[CLICK HERE](#)

FOLLOW US!



ABOVE: Christopher Pike of Urban Pulse speaking during an EDSP Public Input Session and BELOW Right: Public Input Session attendees by KB Advisory Group. LEFT and BELOW Left: EDSP Announcements by Urban Pulse.



Section 4

OVERVIEW: DEMOGRAPHIC PROFILE

Before a strategy can be designed and implemented, it is essential to assess the state of Tucker today. Key demographic takeaways that are important for economic development include:

- **POPULATION:** The City of Tucker has maintained steady population growth over the past two decades, meeting and exceeding DeKalb County trends.
- **POPULATION DIVERSITY:** Racial and ethnic diversity within Tucker city limits is similar to the composition of the larger region, with a slightly more extensive representation of Asian, Hispanic, and other races.
- **EDUCATION and AGE:** Tucker has a large, well-educated resident base.
- **HOUSEHOLD INCOMES:** Tucker has a higher median household income and a smaller share of lower- to middle-income households than the larger Atlanta region.

Businesses often serve a broad population, but the local community surrounding them is an important group of patrons. These demographic trends help pinpoint the local customer base's size, potential preferences, and spending capabilities. With this information, the City's Economic Development Team can help better market Tucker to prospective businesses.



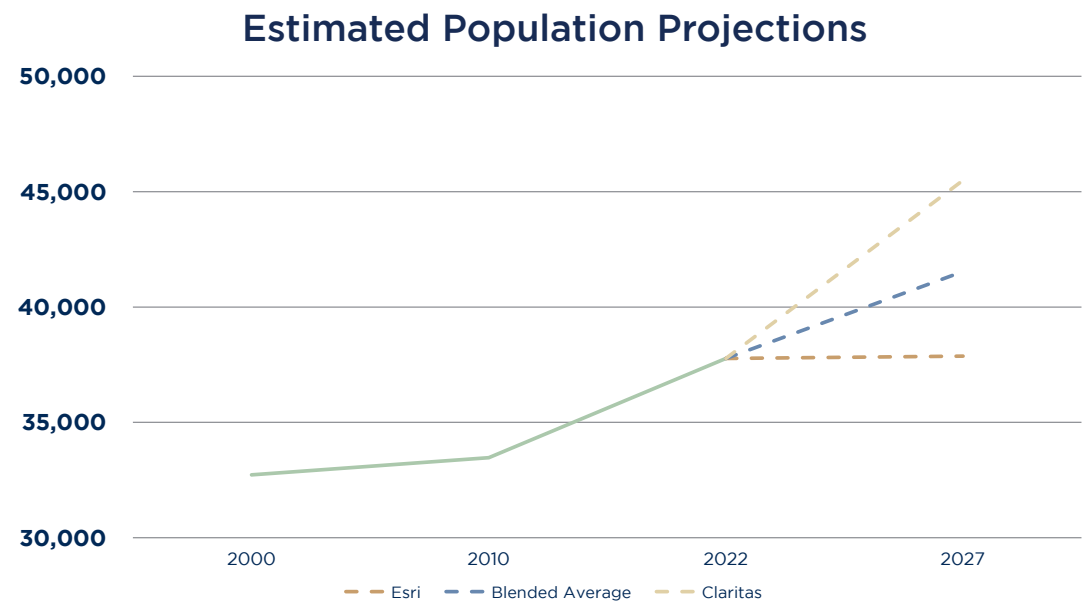
THIS PAGE: Photo of Peters Park Community Cleanup Day shared with permission from City of Tucker.

S4: DEMOGRAPHIC PROFILE

POPULATION

The City of Tucker has maintained steady population growth over the past two decades, meeting and exceeding DeKalb County trends.

Since 2000, Tucker has experienced an average annual growth of 0.7%. Population growth accelerated after 2010, with an average annual addition of 74 residents from 2000 to 2010. Considering the Decennial Census-estimated population for 2020 at 37,005, Tucker added roughly 160 residents annually from 2010 to 2020. Based on industry-standard population forecasts, the City’s population is projected to grow, on average, by 2% by 2027. However, this projection depends on housing and job supply, infrastructure capacity, regional growth, and other factors.



Population	2000	2010	2022 Est.	2000-2022
				Estimated Growth Rate
Tucker	32,728	33,465	37,767	15%
DeKalb County	665,977	691,893	780,214	17%
Atlanta MSA	4,263,438	5,286,722	6,268,860	47%

SOURCE: ESRI Business Analyst; Willdan, 2022. Claritas; KB Advisory Group, 2022.

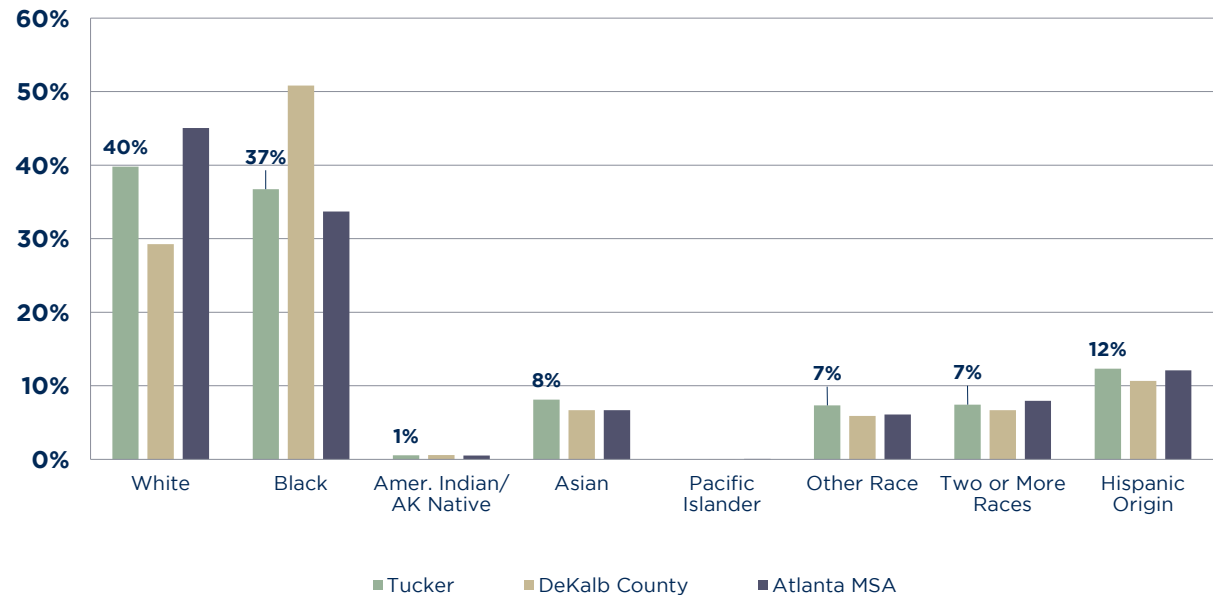


RACE

Racial and ethnic diversity within the Tucker city limits is similar to the composition of the larger region, with a slightly more extensive representation of Asian, Hispanic, and other races.

Proportionally there is a larger share of Asian and Hispanic residents within the City, and other mixed-race residents comprise 14% of Tucker's population. This diversity is felt and seen by many community members, as diversity was a positive attribute identified during public outreach.

Population by Race and Ethnicity



SOURCE: ESRI Business Analyst; Willdan, 2022.

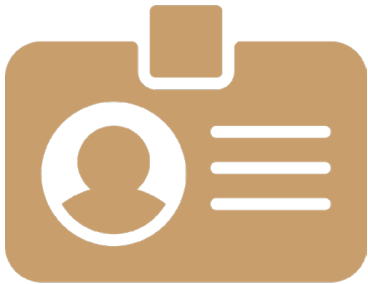
Note: Persons of Hispanic origin are a subset of other race categories; therefore, totals do not add. The category labeled "Other Race" Includes the Census Categories "Indian American," "Pacific Islander," "Some Other Race Alone," and "Two or More Races," which individually represent a small percentage of the City's and County's population.

S4: DEMOGRAPHIC PROFILE

EDUCATION AND AGE

38.8%

The percent of Tucker’s Popluation
that is of Prime Working Age
(25-54)



Tucker is home to a large, well-educated resident base.

Over half of Tucker’s residents have earned a Bachelor’s degree or higher—about 1.4 times the rate of Georgia. Notably, 23% of Tucker’s residents have a Graduate or Professional Degree, representing a significant concentration of highly educated residents in DeKalb County. Almost 40% of Tucker’s population is of prime working age (25-54).

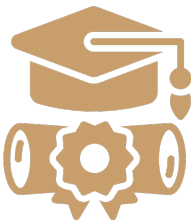


+50%

TUCKER residents with a
Bachelor’s degree or higher

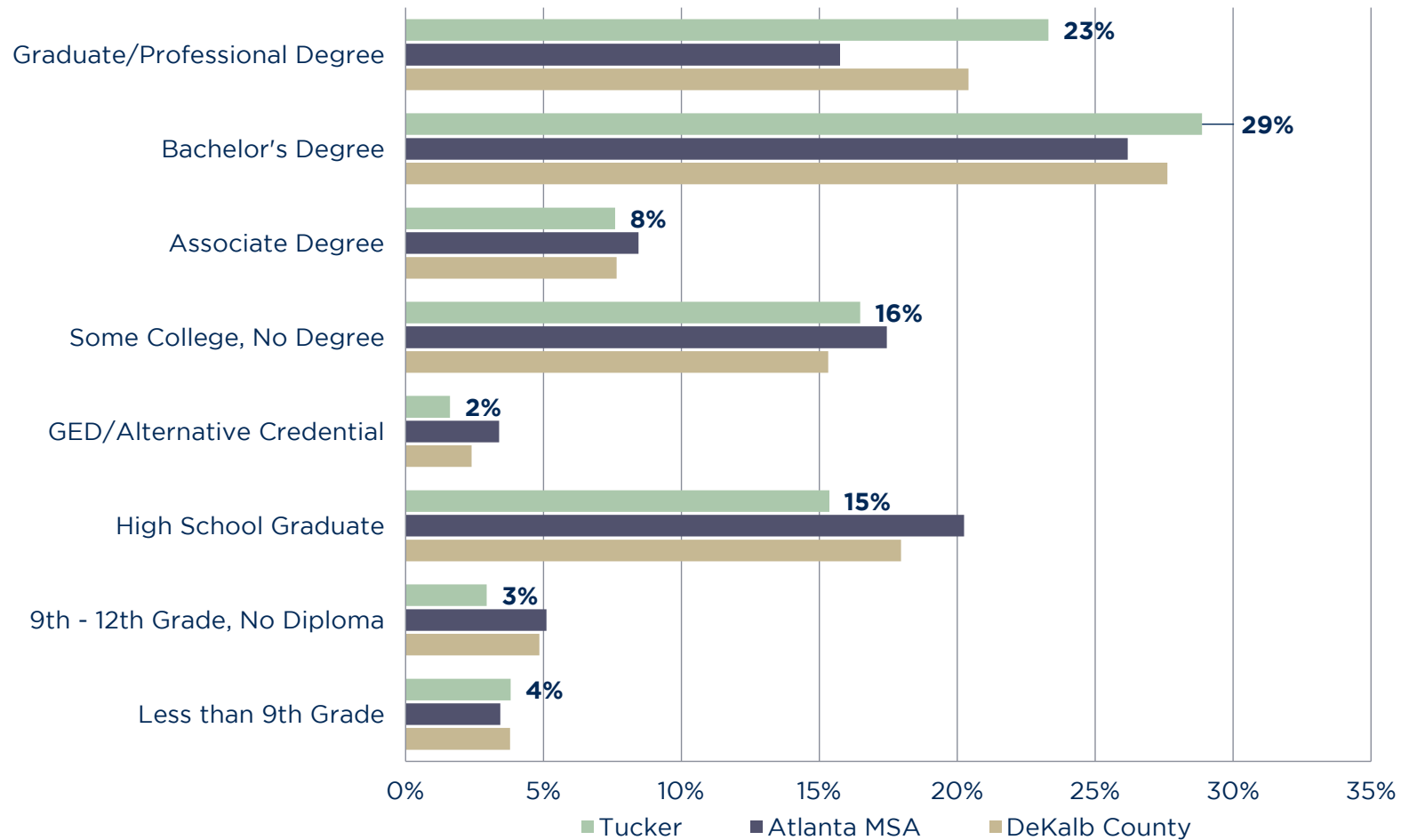
23%

TUCKER residents with a
Graduate or Professional degree





Population over age 25 by Educational Attainment



SOURCE: ESRI Business Analyst; Willdan, 2022.

S4: DEMOGRAPHIC PROFILE

HOUSEHOLD INCOME

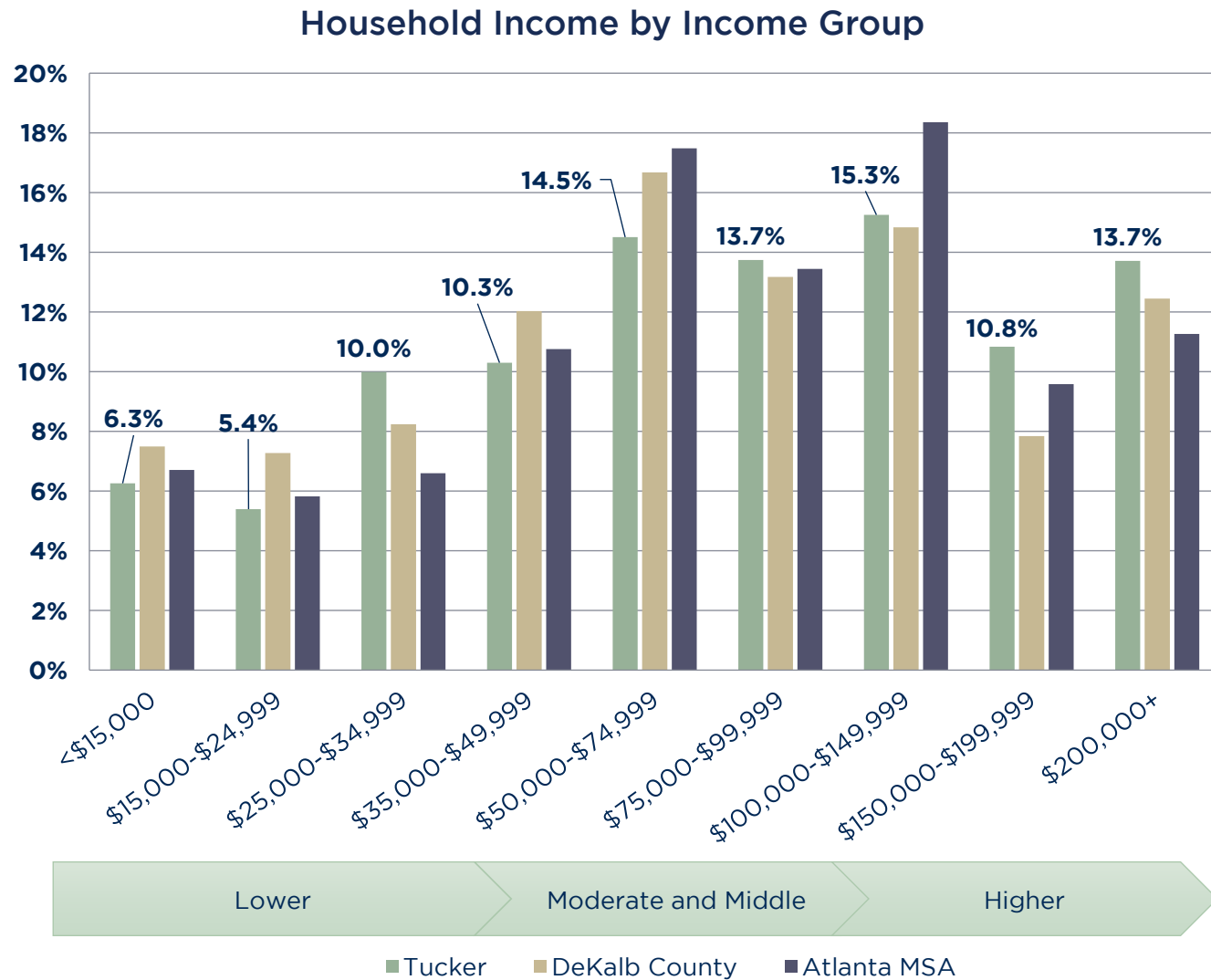
Tucker has a higher median household income and a smaller share of lower- to middle-income households than the larger Atlanta region.

With a median household income of over \$80,000, half of Tucker households have incomes below this, and half have over. Observing Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD), the Atlanta region has an AMI of \$96,400. Using these classifications, approximately 55% of households within Tucker are lower- to middle-income households (or making less 120% AMI). That is lower than the County (65%) and metro (62%).

Median Household Income

Tucker	\$80,150
DeKalb County	\$71,536
Atlanta MSA	\$78,869

A local area’s median household income can be a helpful guide for the Economic Development Team. Household incomes determine spending habits and general affordability. Because local incomes are a factor for where a business locates, this number provides insight into which companies the City has the best chances of recruiting. It can be necessary if the City wants to attract a particular amenity, product, or service to the community. Additionally, more resident spending captured within the City’s limits supports more local jobs and sales tax revenues for the City.



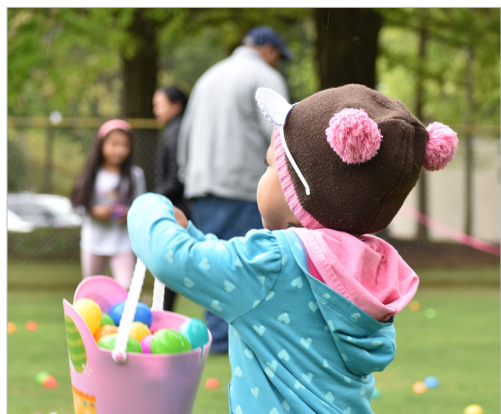
SOURCE: ESRI Business Analyst; Willdan, 2022. U.S. Department of Housing and Urban Development; KB Advisory Group, 2022.

Section 5

OVERVIEW: ECONOMIC PROFILE

Multiple layers within economic development affect its ability to be successful. Municipal rules, regulations, and trends are not the only factors that influence the efficacy of local economic development initiatives. At the same time, there are many unique qualities the City can leverage for economic development.

Tucker is a valuable employment and tax-generating jurisdiction, representing 8% of DeKalb County's Gross Regional Product (GDP). By understanding the existing economic infrastructure, the Economic Development Team can better ascertain the economic drivers of Tucker and how they can leverage those drivers to meet the City's goals.



THIS PAGE: Photos shared with permission from City of Tucker.



THIS PAGE: Photo of Main Street shared with permission from City of Tucker.

S5: ECONOMIC PROFILE

Key Economic Takeaways:

- **COMMUTING TRENDS:** Those living outside the city limits fill most jobs in Tucker.
- **INDUSTRY MIX:** Regarding businesses by industry, Tucker is a diversified local economy. While Tucker's existing industry mix focuses on retail and services, no specific industry dominates.
- **JOB MIX:** Professional Services, Health Care, and Manufacturing industries employ the most workers in Tucker (excluding Retail Trade).
- **EARNINGS by INDUSTRY:** On average, wages within Tucker are similar to those in the County.
- **LOCAL RESIDENT EMPLOYMENT by INDUSTRY:** Based on local employment trends, there are opportunities for economic development efforts focused on both business expansion and attraction and internal talent pipelines.
- **ESTABLISHMENT SIZE:** Tucker is home to predominately small- to medium-sized businesses.





Understanding the existing economic base and workforce provides the Economic Development team with guidance on how City resources can fill gaps and spur opportunities.

“Tucker has a good diversity of businesses but could increase in the “things to do” category so folks don’t have to leave Tucker when they want to do something fun.”

- EDSP
Business Survey
Respondent



ABOVE: Photo by KB Advisory Group.

S5: ECONOMIC PROFILE

COMMUTING PATTERNS

Most jobs in Tucker are filled by those living outside the city limits.



Of the 96% of jobs in Tucker filled by non-residents, 27% of those non-residents reside in other parts of DeKalb County, 22% from Gwinnett County, and 11% from Fulton County. The data indicates that a small portion of people who work in Tucker are residents of Atlanta. Roughly 93% of residents commute outside the City for work. One-quarter of residents commute daily to Atlanta.

INDUSTRY MIX

Regarding businesses by industry, Tucker has a diversified local economy. While Tucker's existing industry mix focuses on retail and services, no specific industry dominates.



Retail Trade and Professional Services represent more than a third of the industry mix citywide and within the area of the Tucker-Northlake CID.

Given the difference in location and land use patterns, almost 40% of the industry mix within the Tucker Summit CID area is Retail Trade, Manufacturing, and Wholesale Trade.

Note: Zip codes 30084 and 30085 were used as a reference for the Tucker EDSP analysis. Maps of commuting and migration patterns and NAICS Industry definitions can be found in the Appendix.



Share of Each Area's Total Industry

Industry	Tucker	Tucker-Northlake CID	Tucker Summit CID
Retail Trade	13.2%	11.7%	14.0%
Professional, Scientific & Tech Services	11.9%	14.3%	9.4%
Other Services (excl. Public. Admin.)	11.1%	11.0%	8.8%
Health Care & Social Assistance	8.0%	10.6%	1.9%
Unclassified Establishments	7.4%	7.8%	8.8%
Accommodation & Food Services	6.2%	6.9%	3.5%
Manufacturing	5.9%	3.6%	13.3%
Construction	5.9%	4.8%	6.9%
Wholesale Trade	5.0%	2.9%	11.4%
Real Estate, Rental & Leasing	4.7%	5.1%	3.5%
Finance & Insurance	4.2%	5.3%	1.9%
Admin. & Waste Management	3.2%	2.6%	3.7%
Automotive Repair & Main.	2.5%	2.5%	2.2%
Legal Services	2.4%	3.9%	0.8%
Information	2.1%	1.9%	1.9%
Educational Services	1.9%	1.6%	2.3%
Transportation & Warehousing	1.8%	0.8%	3.7%
Arts, Entertainment & Recreation	1.4%	1.3%	1.1%
Public Administration	0.8%	1.2%	0.5%
Management of Companies	0.2%	0.2%	0.5%

SOURCE: ESRI Business Analyst; Willdan, 2022.

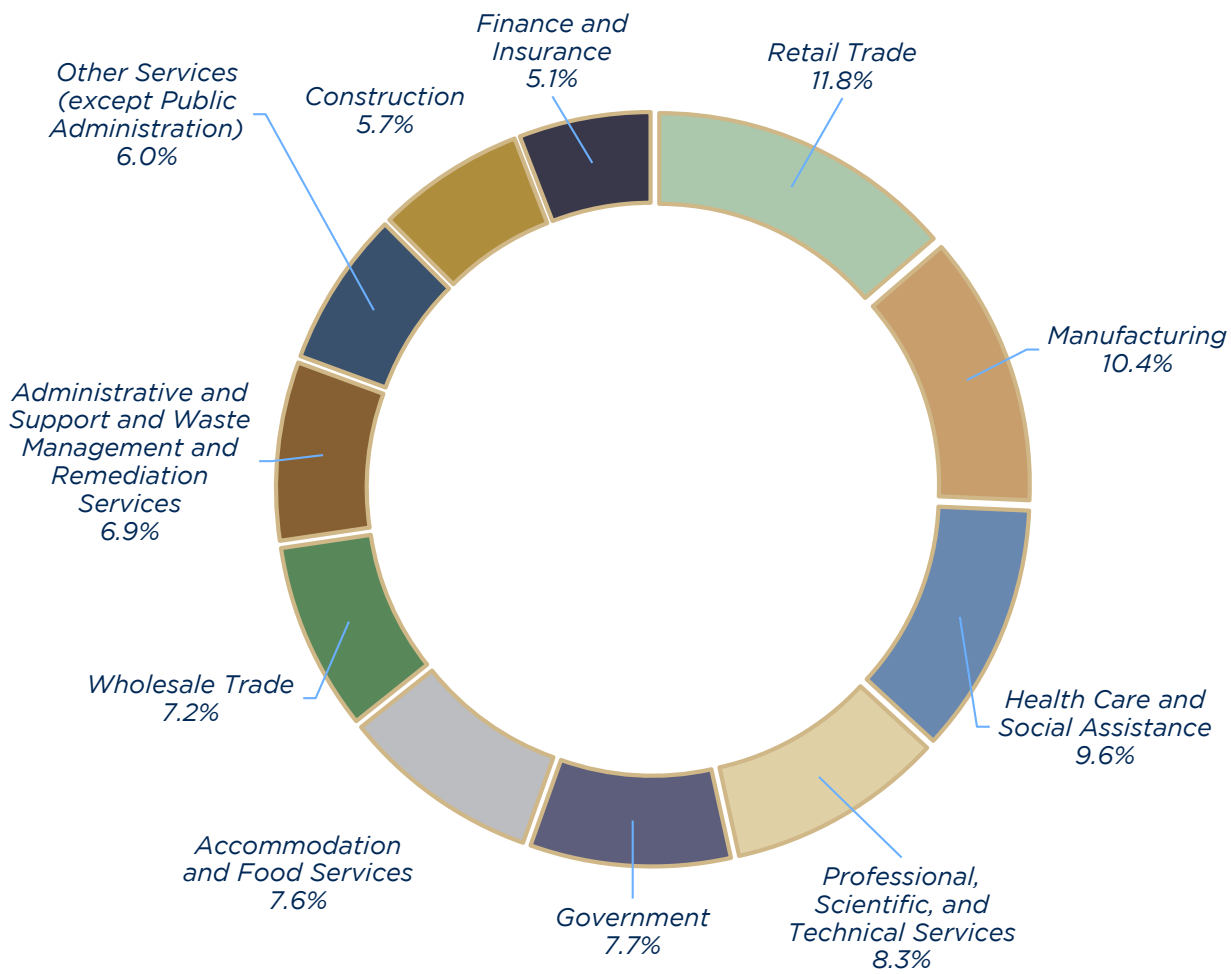
S5: ECONOMIC PROFILE

JOB MIX

Outside of Retail Trade (which typically represents a large share of jobs in suburban areas), Professional Services, Health Care, and Manufacturing industries employ the most workers in Tucker.

One way that Tucker is unique is that its industry share does not concentrate on only one or two industries. That means that economic development initiatives that are broader in scope can impact a larger share of the local economic base.

Share of Total Jobs - City of Tucker, 2022



SOURCE: ESRI Business Analyst; Willdan, 2022.



EARNINGS BY INDUSTRY

On average, wages within Tucker are similar to DeKalb County.

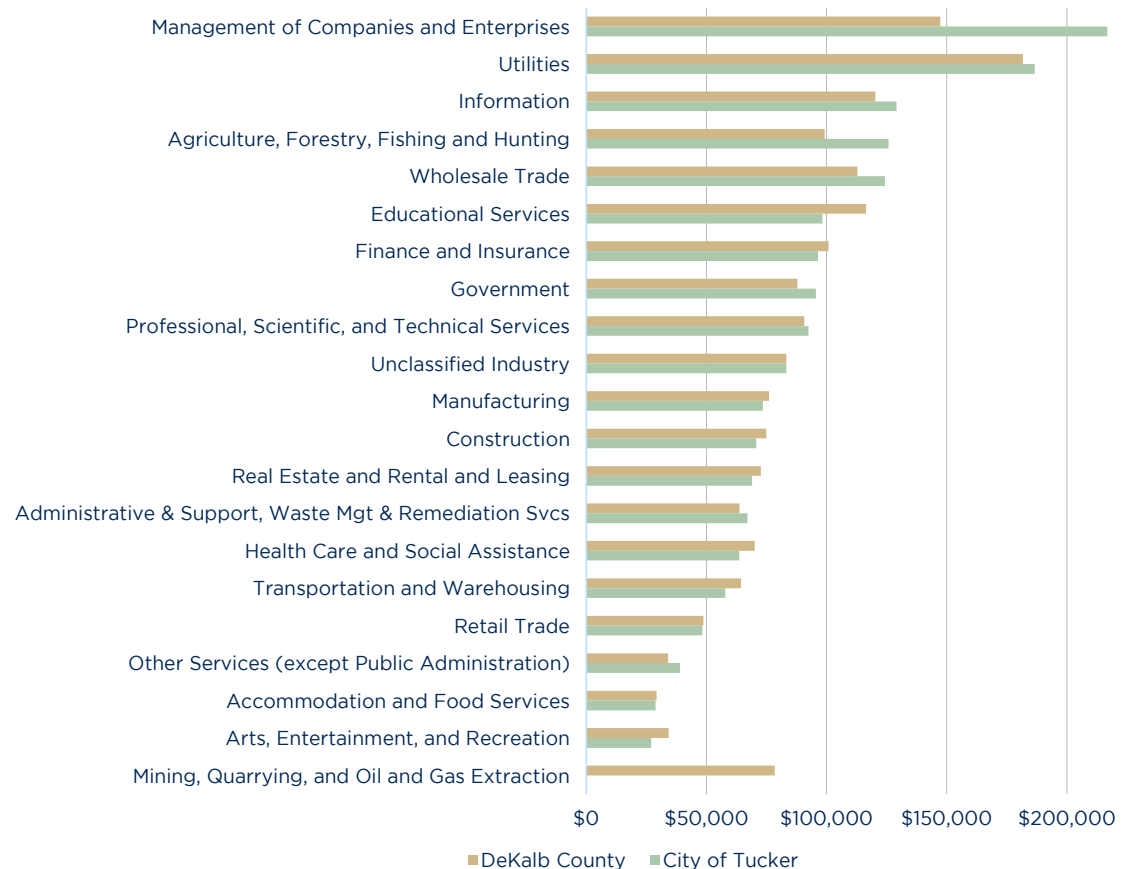
The average hourly earnings for a worker in Tucker is \$27.23 per hour, compared to \$28.83 (6% lower) in DeKalb County and \$26.24 (nearly 4% higher) statewide.



Industries where workers in Tucker, on average, earn more than the industry average in DeKalb County include:

- Management
- Utilities
- Information
- Agriculture
- Wholesale Trade

Top Industry Earnings* per Worker (2022)



*Average earnings is the sum of wages and salaries and supplements as defined by the BLS QCEW

SOURCE: ESRI Business Analyst; Willdan, 2022.

S5: ECONOMIC PROFILE

LOCAL RESIDENT EMPLOYMENT BY INDUSTRY

Based on local employment trends, there are opportunities for economic development efforts focused on both business expansion and attraction and internal talent pipelines.

When there are more working residents employed in an industry than there are jobs in that industry within the City, working residents have to commute out of the City for work. For Tucker, those industries are Educational Services, Public Administration, Professional Services, Information, and Finance. These industries may serve as potential targets for business expansion and attraction efforts.

Alternatively, there are also industries where the number of working residents is less than the number of existing jobs in that industry within the City. For Tucker, those industries are Manufacturing, Construction, Wholesale Trade, and Healthcare. These industries create internal talent pipeline opportunities, such as connecting industry exposure and skills training to K-12 schools.



THIS PAGE: Photos of 2022 - 2023 business-related activities shared with permission from City of Tucker.



INDUSTRY	Percent Mismatch of Tucker Residents by Industry vs. Tucker Workers by Industry
Total for All Sectors	
Educational Services	-5.17%
Public Administration	-4.12%
Professional, Scientific, and Technical Services	-2.70%
Information	-2.54%
Finance and Insurance	-2.38%
Accommodation and Food Services	-2.22%
Management of Companies and Enterprises	-1.65%
Real Estate and Rental and Leasing	-1.33%
Transportation and Warehousing	-0.88%
Arts, Entertainment, and Recreation	-0.84%
Other Services (excluding Public Administration)	-0.26%
Agriculture, Forestry, Fishing and Hunting	-0.09%
Mining, Quarrying, and Oil and Gas Extraction	-0.02%
Administration and Support	1.17%
Retail Trade	2.10%
Utilities	2.44%
Health Care and Social Assistance	2.96%
Wholesale Trade	3.67%
Construction	4.59%
Manufacturing	7.26%

More
working
residents
than jobs
by
industry

More jobs
than
working
residents
by
industry

SOURCE: Census OntheMap, KB Advisory Group, 2019.

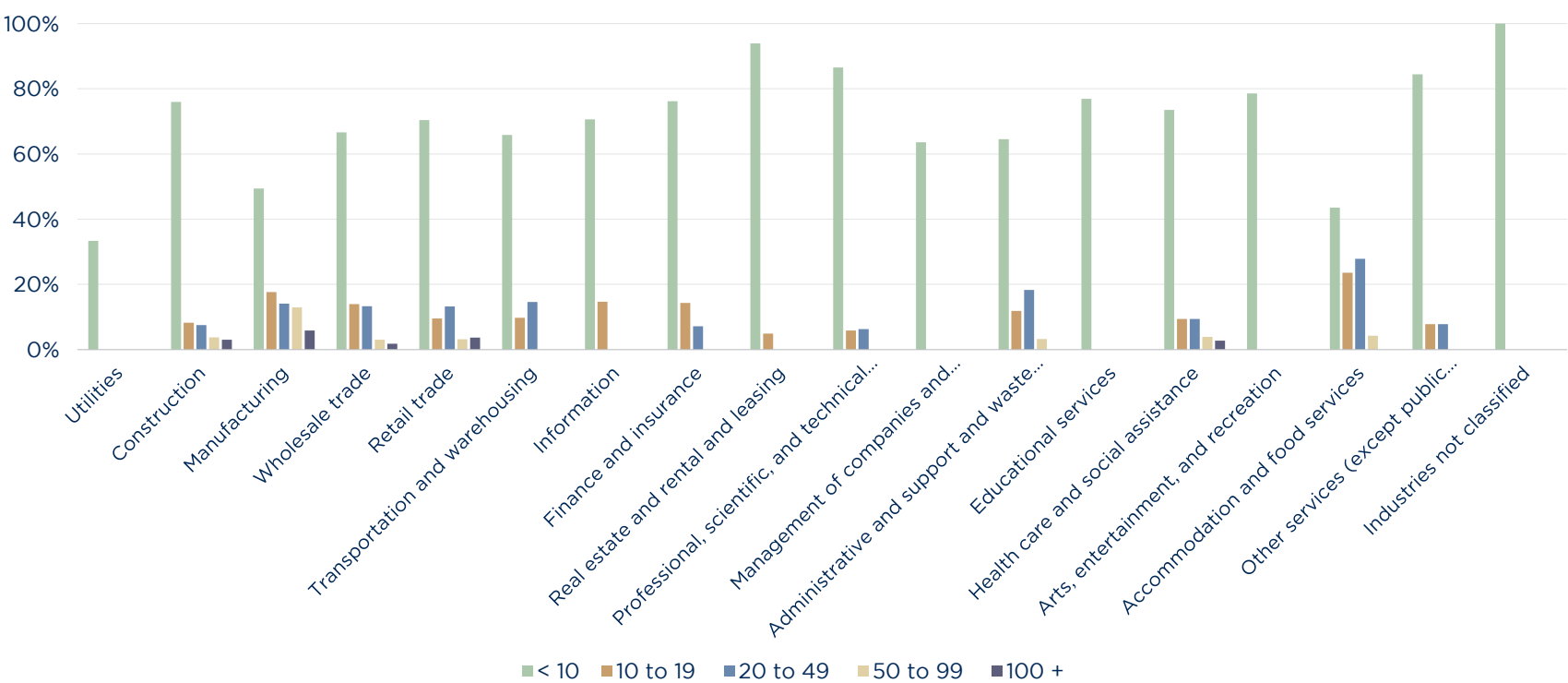
S5: ECONOMIC PROFILE

ESTABLISHMENT SIZE

Tucker is home to predominately small to medium-sized businesses.

Approximately 95% of the establishments within Tucker have less than 100 employees, and over half have less than five employees. The concentration of smaller establishments within the City could benefit from economic development initiatives tailored to entrepreneurship and small businesses.

Share of Establishments within Industry by Employment Size



SOURCE: U.S. Census Annual Business Survey (the reference year is 2019), The Metts Group; Willdan, 2022.



THIS PAGE: Photos of Downtown Tucker by KB Advisory Group.

“Tucker is a small business community. We need to support existing businesses who made Tucker what Tucker is today.”

- EDSP Business Survey
Respondent



Section 6

OVERVIEW: TARGET INDUSTRIES

Industry clusters often form on a regional or county basis, and their identification is vital for municipal economic development efforts. “Target” industries indicate the groups driving sustained economic momentum and their identification can provide guidance to the City’s Economic Development Team on where to focus time and resources and how to set actionable goals.

Based on employment concentration, regional job growth, and contributions to Gross Regional Product (GRP), Tucker’s target industries are identified as:

- Professional Services
- Manufacturing
- Healthcare

Beyond identifying subsectors to focus on, determining targeted industries helps shape how to tailor workforce training. This mutually beneficial activity supports businesses and allows entry-level workers to earn a higher wage. It communicates that Tucker’s business culture is one of continued career growth and self-sufficiency. The most common entry-level jobs in some top-employing industries create transferable skills. Individuals with transferable skills are candidates for “Next-Step Occupations,” which typically offer a higher wage.



THIS PAGE: Photo taken by KB Advisory Group.

S6: TARGET INDUSTRIES

PROFESSIONAL SERVICES

Professional Services comprise establishments specializing in performing activities that typically require a high degree of expertise and training.

The Professional Services industry grew almost 60% countywide from 2018 to 2022 and currently makes up close to 9% of the job mix in Tucker. Excluding Retail Trade, it is the third-largest industry in Tucker in terms of employment.

Professional Services has a unique role in Tucker. While it is a top industry in Tucker, many residents leave the City to work in Professional Services elsewhere. At the same time, almost 20% of all establishments with less than five employees are in this industry, and many businesses of this size are sole proprietorships. The City would benefit from both economic development efforts that aim to attract new employers in this industry and those that help promote the entrepreneurial environment of the Tucker area.

Subsectors of the Professional Services industry to target in Tucker can relate to:

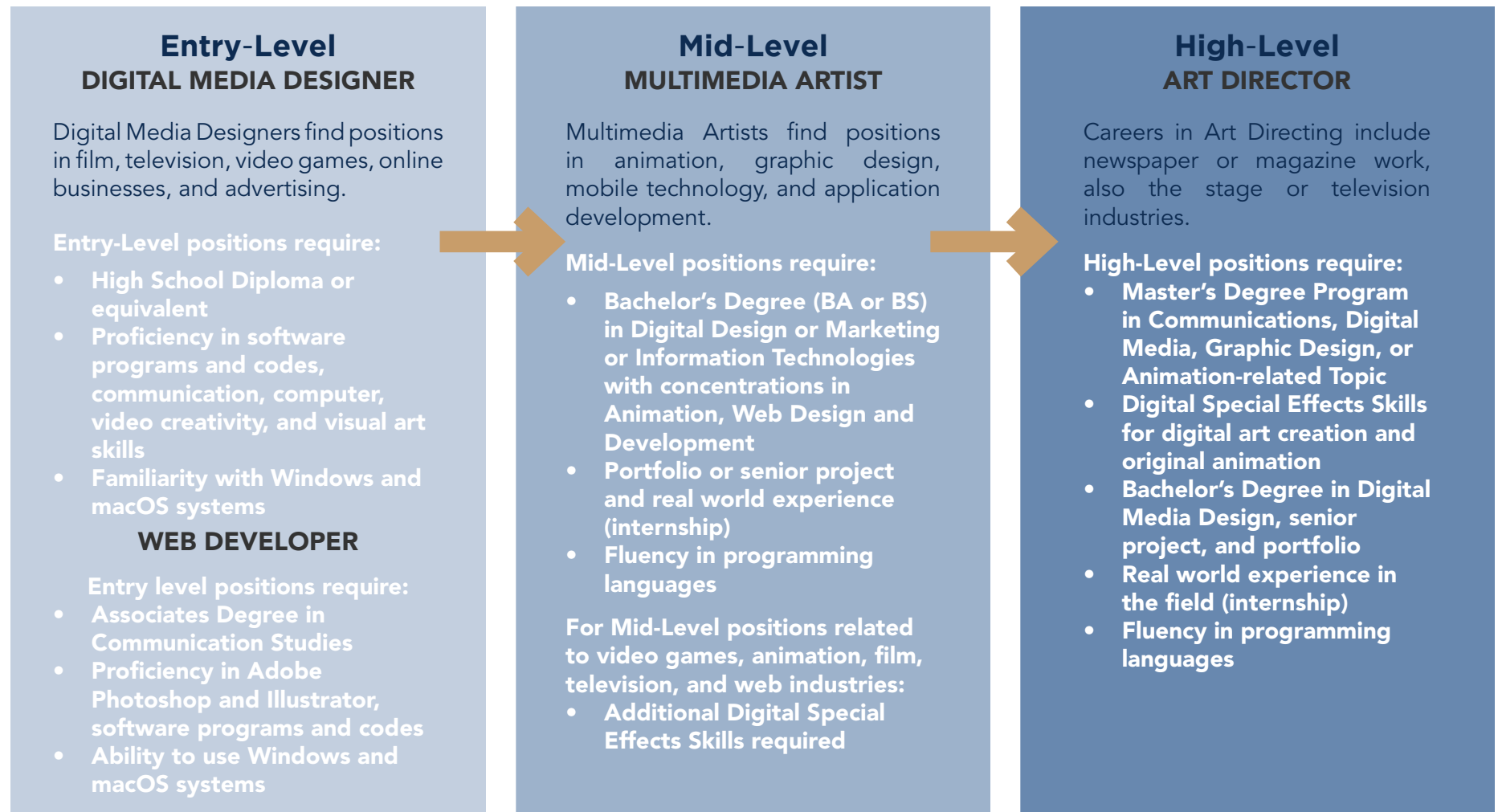
- Digital Media, Arts
- Film, Post-Production
- Graphic Design
- Business Support



* [Learn.org](https://www.learn.org/) consulted for Digital Media Designer to Art Director career FAQs.



Professional Services Upskilling Pathway: Digital Media*



S6: TARGET INDUSTRIES

MANUFACTURING

Manufacturing comprises establishments specializing in transforming materials or components into new products.

The Manufacturing industry grew over 50% countywide from 2018 to 2022 and currently makes up over 10% of the job mix in Tucker. Excluding Retail Trade, it is the largest industry in the City in terms of employment.

Manufacturing is one of the industries that has been a staple in Tucker but currently employs the least number of working residents. Tucker would benefit from economic development efforts focusing on the talent pipeline and working with manufacturing employers to address talent needs. By partnering with other departments, the Economic Development Team can also work on efforts to attract those workers to move to Tucker.

Subsectors of the Manufacturing industry to target in Tucker can relate to:

- Commercial Bakeries
- Perishable Prepared Foods
- Plastics and Plumbing Fixtures
- Industrial Refrigeration Equipment
- Sustainable Manufacturing
- Agricultural Technology



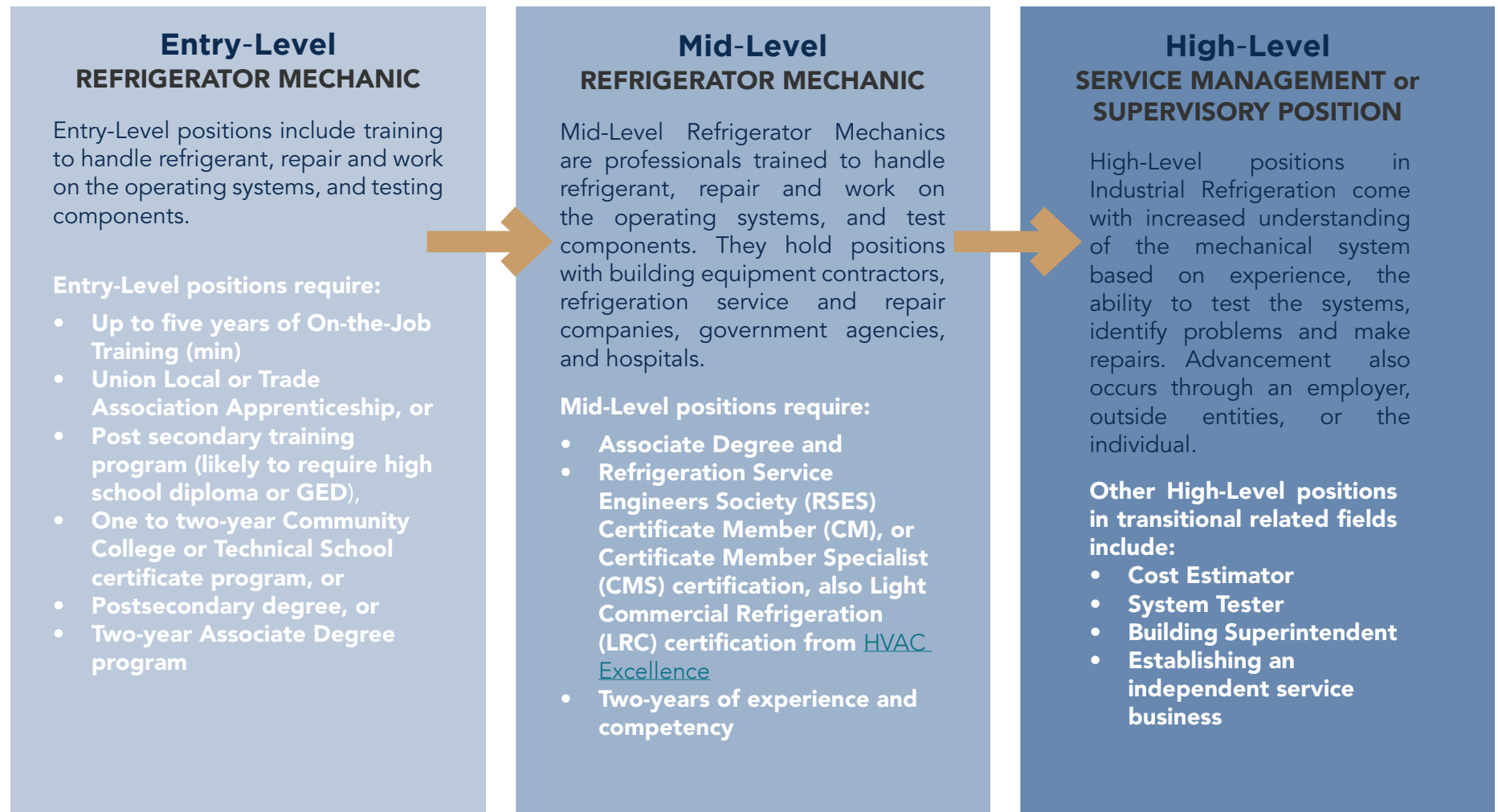
* [Learn.org](https://www.learn.org/) consulted for Professional Refrigeration (Installation and Repair) career FAQs.



ABOVE: Photo of Mountain Industrial Boulevard area of Tucker, by KB Advisory Group.



Professional Services Upskilling Pathway: Industrial Refrigeration*



S6: TARGET INDUSTRIES

HEALTHCARE

Healthcare comprises establishments that provide trained medical and related services.

The Healthcare industry grew over 20% countywide from 2018 to 2022 and currently makes up almost 10% of the job mix in Tucker. Excluding Retail Trade, it is the second-largest industry in Tucker in terms of employment.

Similar to Manufacturing, there are more Healthcare jobs within the City than working residents in that industry. Economic development efforts that expand partnerships with local institutions, such as the Emory Healthcare Network, can help train current residents in this field.

Subsectors of the Healthcare industry which Tucker can target relate to:



- Medical Labs
- Imaging
- Medical Offices

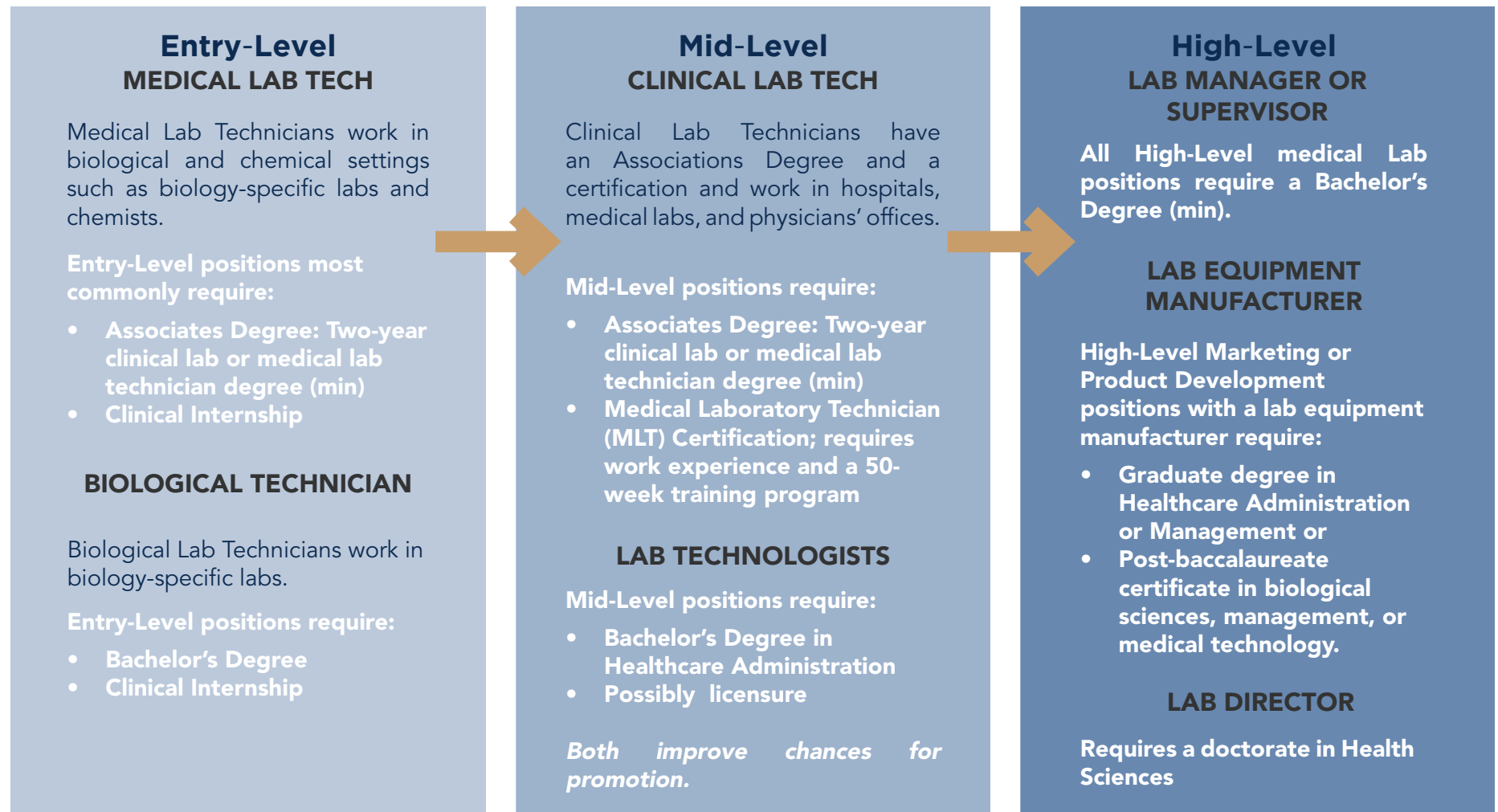
* [Learn.org](https://www.learn.org/) consulted for Clinical Lab Technician career FAQs.



ABOVE: Photo of Emory Medical Office Building shared with permission from City of Tucker.



Professional Services Upskilling Pathway: Medical Lab Technician*



S6: TARGET INDUSTRIES

OCCUPATIONAL VIEW

Beyond identifying subsectors to focus on, determining targeted industries helps shape how to tailor workforce training to match related occupations.

This mutually beneficial activity supports businesses and allows entry-level workers to earn a higher wage. It communicates that Tucker’s business culture is one of continued career growth and self-sufficiency. The most common entry-level jobs in some top-employing industries create transferable skills. Individuals with transferable skills are candidates for “Next-Step Occupations,” which typically offer a higher wage.

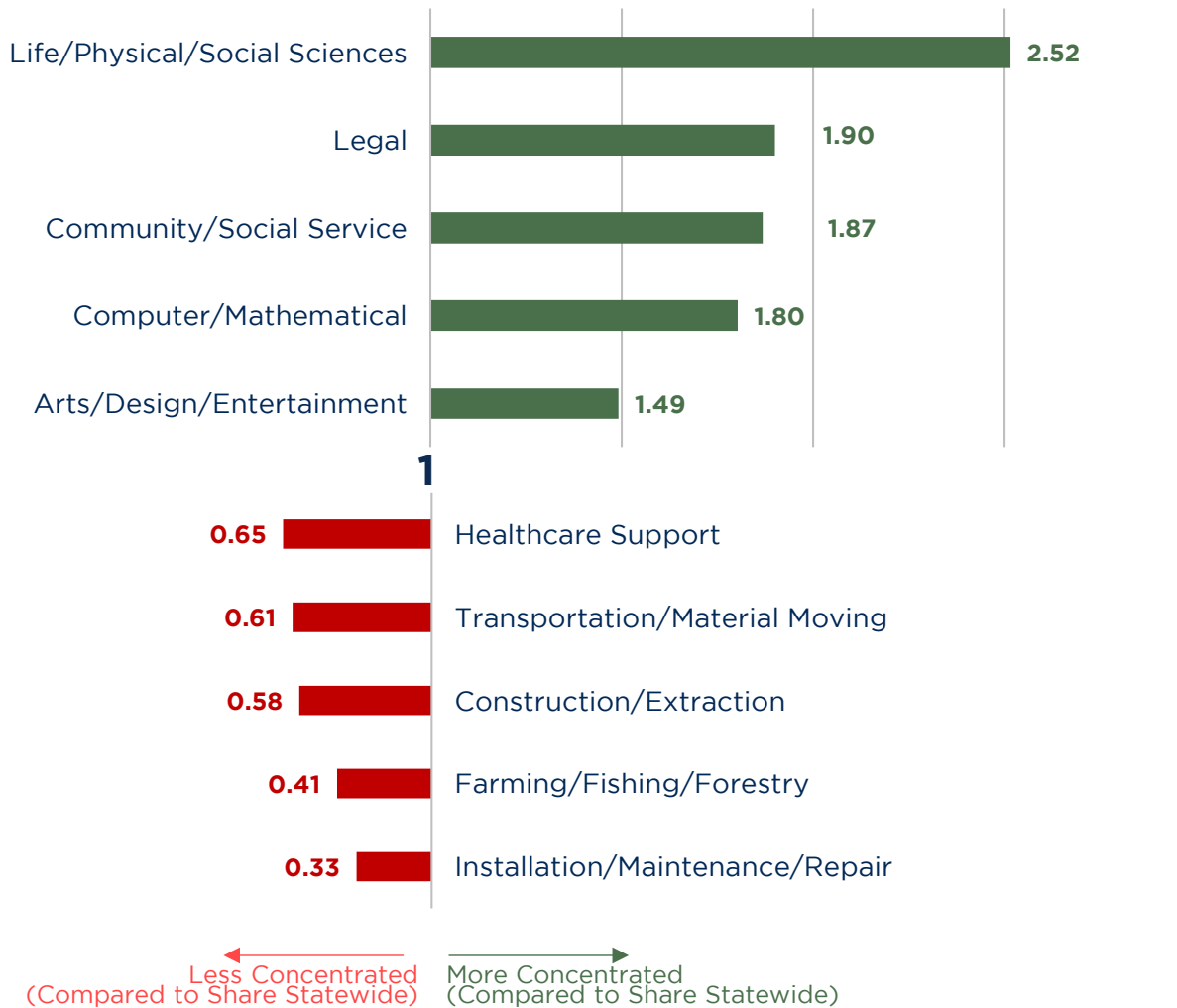
To begin, the Economic Development Team can look at its current occupational strengths, i.e., where the City of Tucker has occupational clusters that set it apart from other areas of the state. For example, Tucker has the greatest concentration in Life/Physical/Social Sciences. Additional occupational clusters in Tucker include Legal, Computer/Mathematical, and Arts/Design/Entertainment.

These clusters create a knowledge framework in Tucker that the Economic Development Team can tap into for workforce training efforts. Many of these occupations align with roles in all three target industries. With its strategic partnerships, the City can create a workforce training infrastructure that connects residents to entry-level positions in these occupations.





Tucker Occupational Concentration by Location Quotient*



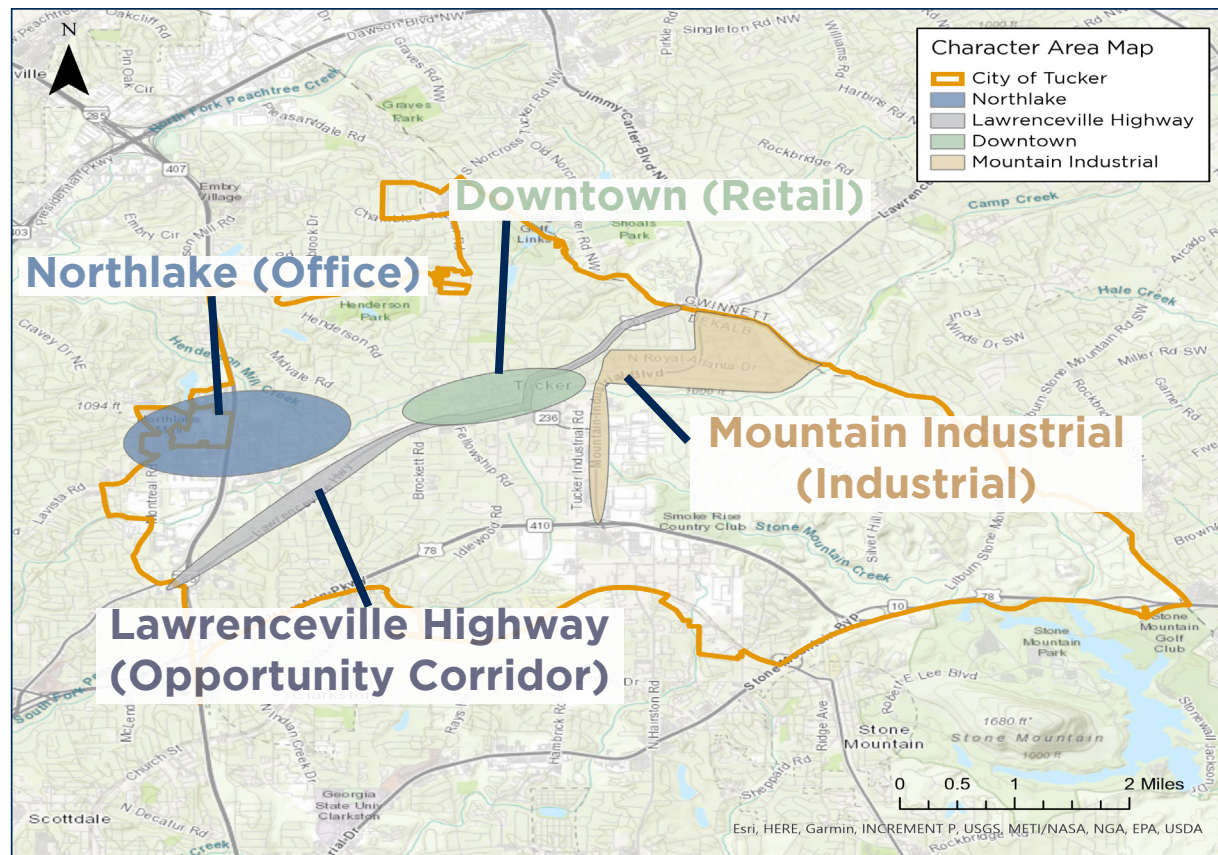
*Location Quotient (LQ) in this context compares the occupation share of Tucker's employment relative to the share of that occupation statewide. An LQ greater than 1.0 will highlight a higher concentration of employment specialization than the state. Conversely, an LQ below 1.0 will reveal an occupation that is less concentrated in Tucker compared to the share of employment statewide.

SOURCE: KB Advisory Group with data from ESRI Business Analyst.

Section 7

OVERVIEW: CHARACTER AREAS

In an Economic Development Strategic Plan (EDSP), understanding the various character areas and corresponding real estate trends is essential for setting development objectives. The primary real estate categories in Tucker overlap with four broad character areas in the City:





THIS PAGE: Photo shared with permission from City of Tucker.

S7: CHARACTER AREAS

TRADITIONAL AND MEDICAL OFFICE - NORTHLAKE

The Northlake area is a significant gateway into Tucker, providing regional access via I-285 and LaVista Road. The Northlake Mall, office parks, medical, auto-oriented retail, and multifamily development characterize the area. The *Tucker Tomorrow Comprehensive Plan* identifies the Northlake area as a “Regional Activity Center,” calling for a higher density mix of retail, office, housing, services, and entertainment.

While Tucker is not home to large Class A offices like other areas in DeKalb County, there are still opportunities for traditional and repositioned office space. Outdated office space is not competitive in the market, and much of the existing office space could perform and be better utilized to improve performance. The area represents a critical employment and economic node with the propensity to attract new office users and improve lifestyle appeal.

Based on interviews with area real estate brokers, there is interest in office renovations and repurposing, such as repositioning Northlake Mall into an office center. The Emory Healthcare Network has agreed to lease more than 200,000 SF in the former Sears space. It will serve as administrative offices, a conference center, and potentially a new medical lab space. The Emory Healthcare Network plans to add more than 1,600 new jobs. Recently, roughly 300,000 SF of additional mall space has transitioned to office space, which will boost local employment once that portion of the project attracts tenants.



ABOVE: Photos of City of Tucker City Hall by KB Advisory Group.





INDUSTRIAL - MOUNTAIN INDUSTRIAL BOULEVARD

Mountain Industrial Boulevard is an important corridor and gateway in Tucker, characterized primarily by light industrial, industrial, and commercial uses.

Mountain Industrial Boulevard is also vital employment node within Tucker, with substantial real estate performance along the corridor. It provides regional connections via Highway 78 and is a southern gateway to Tucker. Industrial demand originates with last-mile oriented, small 5,000 to 200,000 sq ft users, and the premium spaces experience minimal vacancies.

However, more land must be available to support substantial expansion in the industrial sector without economic development strategies focused on connecting the City's resources to developers, owners, and operators. Although it is a valuable tax revenue generator, several areas also need help with obsolescence. For example, a 5,000 sq ft facility typically requires a 24 to 28 ft frontage; a 100,000 sq ft facility requires a 48 ft frontage. Based on broker and real estate professional feedback, renovation or retrofitting existing space is not the most financially feasible approach.



THIS PAGE: Photos (top and middle): Mountain Industrial Blvd development by KB Advisory Group. Bottom photo of Ribbon Cutting for Sonnen Inc.(on Weems Rd) shared with permission from City of Tucker.

S7: CHARACTER AREAS

RETAIL - DOWNTOWN TUCKER

Downtown Tucker (Downtown) is centrally located within the City and features Main Street-oriented retail and small offices. As the civic heart of Tucker, Downtown centers around retail, food and beverage, and small offices catering to the Professional Services industry. Retail performance within Downtown is driven primarily by local market factors as opposed to a regional draw like Northlake. Portions of Downtown impact the ability of the area to foster a vibrant, live-work-play environment often sought after by visitors and could be developed and better performing.

Core foot traffic is between 7 AM and 9 PM (14 hours of activation) virtually every day of the week. However, Downtown Tucker's average length of stay could be improved, with most visits lasting less than one hour (61.4% of the total). **Retention of engaging retailers and attraction of new businesses has the potential to increase visitation and fuel ongoing revitalization efforts.**

RIGHT: Photo of restaurant in Downtown Tucker by KB Advisory Group.





OPPORTUNITY CORRIDOR - LAWRENCEVILLE HIGHWAY

Lawrenceville Highway is the northeastern and southwestern gateway to the City. The vital thoroughfare acts as a spine between the traditional retail of Downtown Tucker and the industrial-heavy area around Mountain Industrial Boulevard. Unlike these two areas, it lacks a cohesive character. Its usage as a transit corridor is reflected in its primarily auto-oriented, strip-style commercial developments. Many of the standalone buildings and strip developments are older, reflecting less real estate development demand. However, many community residents and businesses expressed potential for the corridor. Visions ranged from improved maintenance and landmark design to redevelopment opportunities. Existing plans envision more suburban and commercial future land uses along Lawrenceville Highway.



PHOTOS: Lawrenceville Highway from KB Advisory Group

Section 8

OVERVIEW: RECOMMENDATIONS AND INITIATIVES

Based on the comprehensive research and analysis conducted over the study period, the Tucker Economic Development Strategic Plan (EDSP) identifies five key themes for implementation, recommendations, and initiatives to help focus City resources. The EDSP Initiatives aim to achieve citywide economic growth, expand the *Tucker Tomorrow* vision by expanding the Economic Development Staff's capacity to attract and retain a broad spectrum of business types in Tucker, focus on outward messaging, and better prepare for revitalizing the City's strategic project areas.

The following discussion provides the rationale for each Tucker Economic Development Strategic Plan Implementation Initiative, including existing conditions and recommended action steps (see Matrices 1.0 through 5.0 in this section).



RECOMMENDATIONS and INITIATIVES

THIS PAGE: Photo of the Corner Cup Grand Opening in Downtown shared with permission from City of Tucker.

S8: RECOMMENDATIONS and INITIATIVES

The **five** Tucker EDSP **Initiatives** are:



1

Economic Development Capacity Building



2

Business Retention and Attraction (BRA) Program



3

Major Projects Accelerator



4

Visibility, Marketing, and Branding



5

Business and Developer Programming



THIS PAGE Clockwise from upper left: Photos of 2022 - 2023 business-related activities in Tucker shared with permission from City of Tucker. 1- Sign for the Tucker Trail, 2 - City of Tucker branded caps, 3 - Prudential Cleaning Services Grand Opening, 4 - Ribbon Cutting at Cakes Castle in Downtown Tucker, 5 - Panel at Tucker Manufacturing Day, Tucker High School, and 6 - Sunrise at the Grand Opening of Publix Super Market at Hugh Howell Village.

S8: RECOMMENDATIONS and INITIATIVES

8A ECONOMIC DEVELOPMENT CAPACITY BUILDING

Existing Conditions

The Economic Development Department's current responsibilities vary across multiple functions and departments. Many assignments are due to unforeseen or unscheduled needs. The Economic Development Capacity Building Initiative examines the foundational structure of the Economic Development Department. Its goal is to create a framework that allows the department to work more efficiently and effectively for the community. The City of Tucker Economic Development Department's existing Staff resources will lead the recommended new programs and initiatives in collaboration with strategic partners.

The Staff activities include:

- **Economic Development Program Management and Other Services:**
 - Economic Development Program Management
 - Business Development Services
 - New Economic Development Program Expansion
 - Business Attraction and Retention Activities
 - Business and Project Recruitment
 - Tucker Manufacturing Day and Economic Development Event Planning
 - Networking Events (such as local business Lunch and Learns and ribbon cuttings)
 - Broker Relations (meetings, fielding calls, and get updates)
- **Planning and Zoning Coordination and Support**
- **Tucker DDA Coordination and Support** (meetings, projects, research, and other activities)
- **Other miscellaneous projects as assigned** (i.e., grant writing support, CID support, and more)

Currently, the Economic Development Department has one (1) full-time equivalent (Economic Development Manager) and one (1) full-time contract resource (Business Outreach Coordinator). They manage the City's Community Redevelopment Area (CRA) functions. This team also helps facilitate citywide land development, significant investments in infrastructure, and street projects.



ABOVE: Photo shared with permission from City of Tucker.



The Economic Development Strategic Plan strongly recommends that the role and function of the Economic Development Department expand to have enhanced roles and responsibilities. That includes reclassifying the Manager position to Economic Development Director level, a position held by the lead in the Economic Development Departments of Tucker's neighbor cities of Chamblee and Norcross. The elevation of the current Manager position would also create the opportunity for a joint Economic Development Director and Downtown Development Authority (DDA) role. A Joint Role would provide a stable and consistent connection between the City and the DDA for Economic Development efforts. Examples of cities in Georgia where an Economic Development Director has a permanent role within the DDA include Decatur and Woodstock.

Best Practices

According to the [International Economic Development Council](#) (IEDC), the role of a local government-based economic developer in the community is to serve as an:

Analyst: Understand the strengths and weaknesses and the comparative advantages of the local economy. The Analyst also provides quantitative and qualitative information to the decision and policymakers.

Catalyst: Provide inducements to leverage the investment or involvement of different public and private sector actors. The Catalyst invokes enthusiasm and excitement within the community to support initiatives.

Gap Filler: Provide facilitated support where the markets and institutions cannot or will not meet the community's needs. Public sector efforts should not supplant the private sector, where the private sector is willing and able to make needed investments.

Advocate: Speak for the community's well-being and protect existing businesses' interests.

Educator: Educate the general public and provide adequate information about economic development regarding the costs and benefits of such initiatives.

S8: RECOMMENDATIONS and INITIATIVES

8A ECONOMIC DEVELOPMENT CAPACITY BUILDING

The standard industry programs managed by a local Economic Development Organization include:

- Business and Development Research
- Business Retention and Expansion
- Business Finance
- Downtown Development and Revitalization
- Entrepreneurial and Small Business Development
- Minority Business Assistance Infrastructure Improvements
- Policy and Planning
- Real Estate Development and Reuse
- Workforce Development



Based on a focused analysis of the City of Tucker's existing Economic Development Department Staff resources and formalized programs, there is an opportunity to build incremental capacity within the department. The capacity-building initiative will require building ongoing consensus around the City's top economic development priorities, programs, and significant projects.

NOTE 1.1* and 1.6* in Initiativ Matrix 1.0:

1.1: *Examples of cities in Georgia whose Economic Development Teams are led by an Economic Development Directors are the City of Chamblee and the City of Norcross.*

1.6: *An Economic Development Incentive Ordinance gives the Economic Development Team a list of pre-approved incentives it can commit a city to without approval from the Council and Mayor. Some incentives include waiving specific fees, access to additional funding, or expedited application reviews. The City can determine that such an Ordinance applies only in instances where the applicant or project meets certain thresholds. For example, the number of jobs an operation would bring to Tucker or if the work aligns with a Targeted Industry. Examples of Georgia cities that have utilized an Economic Development Incentive Ordinance include the City of South Fulton, the City of Powder Springs, and the City of Suwanee.*

THIS PAGE: Photo of the Bo Phillips Expansion Ribbon Cutting shared with permission from City of Tucker.



MATRIX FOR INITIATIVE 1.0: Economic Development Capacity Building

					Implementation Target (Yrs. 1-5)	
ACTION		Est. Cost	Lead	Strategic Partners	Start Year	End Year
1.1*	Reclassify Position from Economic Development Manager to Economic Development Director		City of Tucker		2023	2028
1.2	Establish Yearly Performance Benchmarks and Related Priority Goals			Tucker DDA		
1.3	Acquire and Launch Project Management Software Tool (Asana or other)				2023	2028
1.4	Formalize DDA-Tucker Economic Development Collaboration	\$300	City of Tucker		2023	2028
1.4.1	Formalize Joint Economic Development Director-DDA Role		City of Tucker		2023	2028
1.4.2	Facilitate quarterly or monthly internal City-DDA collaboration work sessions to expand strategic partnerships		City of Tucker	Tucker DDA	2023	2028
1.4.3	Establish and Monitor DDA Performance Metrics					
1.5	Adopt and Incorporate DEI Best Practices in Economic Development				2023	2028
1.6*	Explore Economic Development Incentive Ordinance	\$10,000	City of Tucker		2024	2025
1.7	Monitor, Reassess and Report Priorities via City Management Team (Quarterly)		City of Tucker		2023	2028

S8: RECOMMENDATIONS and INITIATIVES

8B BUSINESS RETENTION and ATTRACTION (BRA) PROGRAM

Existing Conditions

One of the primary goals of the EDSP is to define the steps needed to accelerate the City's evolution towards a more proactive and intentional approach to delivering economic development services. Accordingly, the findings from Section 5 of the EDSP identify the City's highest-potential growth sectors and associated near to mid-term opportunities to protect and leverage economic assets. Key findings of the EDSP process include validating the perceived strength of Tucker's industrial sector along Mountain Industrial Boulevard and the importance of enhancing key commercial gateways, including the Lawrenceville Highway and the Northlake areas.

During the study process, feedback from the current businesses was highly positive and valuable. For example, the input provided evidence that the local food processing sector is generally satisfied with their Tucker location. Also, the food processing sector is assessing expansion opportunities and is interested in attracting new skilled labor. **Major weaknesses and challenges to the proposed economic expansion are the availability of land, talent attraction, and training with sufficient retention to meet the business growth needs in that particular example. These challenges are consistent across multiple sectors, from manufacturing to medical office, retail/dining/entertainment, and construction.**

The City of Tucker has developed productive strategic partnerships through events like Manufacturing Day and Restaurant Week. There is an opportunity to further strengthen the City's value proposition to investors, developers, and operators by formalizing those partnerships with custom training programs on demand. This one example indicates other "informal" aspects of the City's economic development functions.

The Business Retention and Attraction Program will provide critical industry-standard programming. It will allow the Economic Development Department to serve Tucker businesses and gain vital data to discover opportunities for programming and connections to essential services. Organizing the City of Tucker's departmental functions and resources to conform to IEDC's best practices for business retention and attraction is also recommended and detailed in the following discussion.

Best Practices

According to best practices established by the IEDC, an Economic Development Department should engage in a formal Attraction (BRA) Program. A BRA program can help the City to identify business needs and economic development tools such as the following can address:

- Business and Construction Permitting and Licensing
- Export Assistance
- Infrastructure
- Financing and Non-financial Incentives
- Land and Buildings
- Marketing and Branding
- Power and Water Connections
- Retail Inventory and Technical Assistance
- Talent Attraction
- Workforce Training and Retraining



Successful BRA programs require solid strategic partnerships in the community. Tucker has existing business engagement groups and initiatives. Careful consideration of all the business interests—in combination with targeted expansion potential—would address the diversity of the existing local business community.

This plan recommends that the City establish a BRA Working Group of crucial business community members identified after the EDSP is adopted. As requested, this group would provide insight and recommendations to the Economic Development Team. Ideally, this will occur after the Economic Development team has expanded its engagement efforts and met new businesses. The City can ensure a diverse range of members by including representatives from different companies based on business size or ownership background.

THIS PAGE: Photo of the Downtown Tucker Trail Ribbon Cutting shared with permission from City of Tucker.

S8: RECOMMENDATIONS and INITIATIVES

8B BUSINESS RETENTION and ATTRACTION (BRA) PROGRAM

The EDSP Implementation Initiatives offer an overview of the annual calendar of tasks and events of a formal BRA Program. A sense of urgency and accountability should accompany staff activity assignments. The City may consider hiring an intern or part-time labor resource to expand existing staff resources dedicated to building an active contact list.

The Economic Development Manager should prioritize establishing direct contact with the City's highest tax base generators and following up on the annual Business Climate Survey results. For coordinated follow-up, it is also recommended that any reported obstacles and challenges be entered into a shared project management system (i.e., www.asana.com or other).

Furthermore, the Economic Development Manager or Director should organize City-hosted annual real estate redevelopment and industrial developer or operator consortiums. Those activities will enhance Tucker's visibility to an influential group. This can profoundly impact regional recognition of the market opportunities in the City's priority redevelopment areas and the positive experience of doing business with the City.



THIS PAGE: Photos taken at 2022 - 2023 business-related activities shared with permission from City of Tucker.



THIS PAGE Clockwise from upper left: Photos of 2022 - 2023 business-related activities in Tucker shared with permission from City of Tucker. 1- Meeting of the Tucker Business Association, 2 - Micellaneous types of City of Tucker collateral, 3 - Presentation of awards at Tucker Manufacturing Day, 4 - Company display at Tucker Manufacturing Day, 5 - Georgia Piedmont Technical College table at Tucker Manufacturing Day, and 6 - City of Tucker Mayor Frank Auman, former Agricultural Commissioner Gary Black, and employees of the Hormel Foods Atlanta Plant in Tucker, GA.

S8: RECOMMENDATIONS and INITIATIVES

MATRIX FOR INITIATIVE 2.0: Business Retention and Attraction (BRA) Program

					Implementation Target (Yrs. 1-5)	
ACTION		Est. Cost	Lead	Strategic Partners	Start Year	End Year
2.1	Adopt and Announce Program		City of Tucker	Tucker- Northlake CID, Tucker Summit CID, and Tucker DDA	2023	2023
2.2	Form Tucker Business Working Group with a Diverse Array of Strategic Partners and Set Quarterly Communications Strategy Assignments		City of Tucker		2026	2028
2.3	Create BRA Target and Opportunity List Annually		City of Tucker		2023	2028
2.4	Track business, developer and broker outreach targets; monitor results with a portal-based software tool (i.e., asana.com , monday.com , etc.)				2023	2028
2.5	Update and Conduct Business Climate Survey	\$1,500	City of Tucker		2024	2025
2.6	Conduct Dedicated Business Outreach to Small, Women-owned, Minority and Disadvantaged Business Entities, with support from State and Local Black Chamber of Commerce and Hispanic Chamber of Commerce		City of Tucker		2023	2028



MATRIX FOR INITIATIVE 2.0: Business Retention and Attraction (BRA) Program

Implementation
Target (Yrs. 1-5)

<i>ACTION</i>		Est. Cost	Lead	Strategic Partners	Start Year	End Year
2.7	Publish Annual Business Climate Survey Results in an Annual Report	\$500	City of Tucker		2023	2028
2.8	Triage Critical Business Needs and Schedule Follow Up Visits		City of Tucker		2023	2028
2.9	Deliver Targeted Assistance (Check Status in 30 Days)		City of Tucker		2023	2028

S8: RECOMMENDATIONS and INITIATIVES

8C MAJOR PROJECTS ACCELERATOR

Existing Conditions

The City of Tucker has already adopted multiple plans with economic development-related goals. A few of these include the following:

- *Tucker Tomorrow Comprehensive Plan*
- Downtown Master Plan
- Tucker DDA Visioning Study

Although multiple planning efforts outline goals for economic development, there are no guiding documents or a priority list for how and when the Economic Development Team should tackle these goals.

Best Practices

A Major Projects Accelerator Program would complement the foundational aspect of Initiative No 1 Economic Development Capacity Building to advance progress against goals for all adopted plans. The EDSP recommends that the Economic Development Team and other city staff determine which action items are catalytic projects to prioritize first. As projects near completion, the prioritization list can be revisited and updated.

Putting focused intention into these action items can help promote inter-departmental collaboration and foster communication. Working together, multiple departments within the City can leverage their resources and human capital to meet adopted goals. It will help the Economic Development Department shift from reactive to proactive implementation of primary tactics across the City of Tucker's plans. This focus allows the Department to ensure that necessary bandwidth is available to accomplish plan implementation items, which would help the City break down departmental silos.



MATRIX FOR INITIATIVE 3.0: Major Projects Accelerator

					Implementation Target (Yrs. 1-5)	
ACTION		Est. Cost	Lead	Strategic Partners	Start Year	End Year
3.1	Facilitate Implementation of Economic Development Aspects of All City Plans		City of Tucker	Tucker DDA, Tucker-Northlake CID, Tucker Summit CID, Tucker Mainstreet Alliance		
3.2	Facilitate Implementation of Economic Development Elements of Downtown Master Plan Project		City of Tucker	Tucker DDA, Tucker-Northlake CID, Tucker Mainstreet Alliance	2024	2028
3.3	Facilitate Implementation of Economic Development Elements of Comprehensive Plan		City of Tucker	Tucker DDA, Tucker-Northlake CID, Tucker Summit CID, Tucker Mainstreet Alliance	2023	2028
3.4	Facilitate Implementation of Economic Development Elements of Tucker DDA Visioning Study		City of Tucker	Tucker DDA	2023	2028
3.5	Investigate Low-interest Rehabilitation Financing Program and Lease-purchase Programs		City of Tucker	Tucker Summit CID	2027	2028

S8: RECOMMENDATIONS and INITIATIVES

8D VISIBILITY, MARKETING, and BRANDING

Existing Conditions

The City of Tucker Staff and stakeholders communicated the desire to focus on a limited number of significant projects to advance redevelopment efforts. Also, to support implementing Economic Development efforts aligned with goals and priorities from existing and future economic development plans.

The initial focus of EDSP resources should include these projects:

- Downtown Master Plan Execution and Update
- Lawrenceville Highway Revitalization
- Mountain Industrial Boulevard Improvements
- The Northlake Mall Redevelopment

Best Practices

According to the IEDC, the role of a local government economic developer in marketing and attraction is to serve as the primary marketer of the community—a point of contact and go-to resource for prospects interested in investing, locating, or expanding in the area.

Visibility, Marketing, and Branding activities should include:

- Market the community as a great place to live and do business
- Establish a positive image and attitude amongst business, political, and community leaders and unite them to collectively contribute to the required investments in the community to make it attractive to clients
- Build a positive relationship between the public and private sectors



Tucker can accomplish those activities through the following marketing techniques:

- Advertising - Print and electronic media, mailings, promotional videos
- Publicity - “Pitch Kits,” public speeches
- Promotional Materials - Trade exhibits, newsletters, web content
- Direct Mail - Brochures, letters, postcards
- Personal Selling - Trade fairs and shows, events
- Email - Electronic newsletters, event invitations, announcements
- Social Media - Instagram, Twitter, Facebook

With the EDSP complete, the City of Tucker can approach the market with a strategy and a solid and unified message. It will position Tucker as a community that is top of mind for projects and redevelopment opportunities. Examples of Georgia cities with recognizable Economic Development Departments and successful branding and visibility include Alpharetta and Peachtree Corners.

S8: RECOMMENDATIONS and INITIATIVES

MATRIX FOR INITIATIVE 4.0: Visibility, Marketing, and Branding

						Implementation Target (Yrs. 1-5)	
	<i>ACTION</i>	Est. Cost	Lead	Strategic Partners	Start Year	End Year	
4.1	Secure budget for and retain economic development branding consultant	\$20,000	City of Tucker		2023	2023	
4.2	Implement the Tucker Economic Development Marketing and Branding Strategy		City of Tucker		2026	2028	
4.3	Publicize a “Tucker Pitch Kit” for industry and residential targeting		City of Tucker		2023	2028	
4.4	Attend 2-3 sector-focused trade shows annually (Regional and State NAOP, ULI, ICSC)	\$2,000	City of Tucker		2023	2028	
4.5	Market Quality of Life Investments (Events, Tucker Trail naming rights, sponsorship program, and greenspace)	\$2,000	City of Tucker	Tucker-Northlake CID, Friends of Tucker Path, Friends of Tucker Parks	2024	2025	
4.6	Market Economic Development success stories	\$5,000	City of Tucker		2023	2028	



MATRIX FOR INITIATIVE 4.0: Visibility, Marketing, and Branding

					Implementation Target (Yrs. 1-5)	
ACTION		Est. Cost	Lead	Strategic Partners	Start Year	End Year
4.7	Create marketing materials for Tucker’s Priority Redevelopment Areas (i.e., Northlake Mall Area, Mountain Industrial, Lawrenceville Highway, and Downtown)	\$10,000	City of Tucker	Tucker-Northlake CID and Tucker Summit CID	2023	2028
4.8	Facilitate Economic Development promotional events	\$3,000	City of Tucker		2023	2028
4.9	Deliver Targeted Assistance (Check Status in 30 Days)		City of Tucker		2023	2028
4.10	Program events in Downtown Tucker during shoulder and off seasons		City of Tucker	Tucker DDA, Tucker-Northlake CID, Tucker Mainstreet Alliance		
4.11	Implement Tucker Downtown Master Plan Branding and Wayfinding Recommendations	\$30,000	City of Tucker	Tucker-Northlake CID and Tucker DDA		
4.12	Advance Nodes Marketing with physical branding and wayfinding recommendations	\$30,000	City of Tucker	Tucker-Northlake CID, Tucker DDA, and Tucker Summit CID		

S8: RECOMMENDATIONS and INITIATIVES

8E BUSINESS and DEVELOPER PROGRAMMING

Existing Conditions

Based on the inventory of Tucker’s existing Economic Development Department functions, the City lacks a formalized approach to the following key business and developer resources:

- Talent and Workforce
- Property Repositioning
- Networking and Promotion
- Linking Economic Development Objectives to Infrastructure Investments
- Business and Research Services

As stated in Initiative 1.0: Economic Development Capacity Building (refer to page 69), Staff resources are pulled in multiple directions without consistent prioritization, tracking, monitoring, and reporting. The City of Tucker can administer these services with a focused approach to program management according to IEDC’s best practices.

Best Practices

Incentives are a “local” game—with a relative value determined by market conditions, personal relationships, and economic opportunity. While the City of Tucker lacks formalized business and developer programming, the City’s economic development function is poised to build upon its successes to date.

The IEDC Report, “[More than Money: Alternative Incentives that Benefit Companies and Communities](#),” indicates that local governments should adopt different nonmonetary alternative incentives. They should also use those with financial incentives to achieve the most significant competitive value. Most commonly used incentives—like workforce training



credits and expedited permitting, are considered “typical economic development practice” and not a differentiator in site selection decisions. Alternative incentives can be effectively used, especially with other financial incentives based on individual situations, likely in concert with the Downtown Development Authority. These incentives can relate to the following:

Talent and Workforce Development

Access to skilled and talented workers is considered the number one criterion for site selection decisions today, irrespective of the industry. Businesses also need to ensure they have access to training programs so that their workers can keep up with the pace of innovation and technological change. Some alternative incentives communities can offer that meet essential business needs are labor market analysis, the ability to provide customized job training, and connections to local training programs.

Networking and Promotion

Customer service is about helping incoming businesses make connections in the community. It is also about developing and strengthening existing business clusters and local supply chains through business-to-business relationships. That could include targeted networking events to reach distinct audiences (industrial, retail, residential, minority, entrepreneurial and start-ups, small businesses, and others). Business incubators, accelerator events, and training could include expanding low-cost and high-impact programs like the [Kauffman Foundation's 1,000,000 Cups](#) or launching a new *Economic Gardening® Pilot Project in partnership with the [National Center for Economic Gardening®](#). (*Economic Gardening® is an entrepreneur-centered alternative to traditional economic development. For information, see the National Center for Economic Gardening®).

Linking Economic Development Objectives to Infrastructure Investments

Locational strategies focusing limited infrastructure resources on large projects, like the Northlake Mall Redevelopment, the Mountain Industrial Boulevard and Lawrenceville Highway Corridors, and Downtown, will produce the highest return on public investment by advancing three primary anchor or attractors within the near term. The category also includes less expensive infrastructure improvements such as signage and streetscape upgrades. However, Tucker should market those locational strategies as the City's investment in advancing the implementation of its Major Projects.

S8: RECOMMENDATIONS and INITIATIVES

8E BUSINESS and DEVELOPER PROGRAMMING

Additionally, with the ongoing investment in the Tucker Trail, the City can foster trail-oriented development by adjusting permitting and variances to support destination retail and increase foot traffic.

Business and Research Services

Built on [Economic Gardening® Principles](#), communities can offer specialized data analysis services to businesses. Such services are of great value to those that lack the in-house capacity to conduct sophisticated analysis or otherwise cannot access specialized datasets. The category includes access to community-level information through an economic development agency website and connections to current employers who can offer insights into the quality of the business environment.

Based on the evaluation of existing conditions, another recommendation is for the City of Tucker to create a formal Business and Developer Outreach Program, including financial and nonmonetary incentives and other resources.

NOTE regarding 5.9*, 5.10*, and 5.11* in Strategy Matrix 5.0:

5.9: *The Kauffman Foundation 1 Million Cups program aims to foster connections between local entrepreneurs and their communities. Examples of communities in Georgia that have created a local network of the Kauffman Foundation 1 Million Cups include South Atlanta and Cherokee County.*

5.10: *Economic Gardening® focuses on internal economic growth by supporting local entrepreneurs. The National Center for Economic Gardening (NCEG) works with communities to set up pilot programs to train localities and entrepreneurs about Economic Gardening® and assist participating entrepreneurs in growing. While there has not been a network created in Georgia, there are examples nationwide: GrowFL was the country's first statewide network; Louisiana, Michigan, and Kansas have a network that stretches across each state; five counties in Minnesota created a regional network; Rochester, New York's program had almost 200 participating companies.*

5.11: *The Economic Development Team would work with landowners interested in repositioning their property and assist in connecting them with brokers and consultants to market these efforts.*



MATRIX FOR INITIATIVE 5.0: Business and Developer Programming

					Implementation Target (Yrs. 1-5)		
<i>ACTION</i>			Est. Cost	Lead	Strategic Partners	Start Year	End Year
5.1	Business and Developer Research Services						
5.1.1	Research and Information Services for Businesses			City of Tucker		2023	2028
5.2	Create Business Roadmap to provide clear pathway for permitting and licenses		\$2,000	City of Tucker		2024	2025
5.3	Create Retail Tenant Support Program		\$5,000		Tucker- Northlake CID, Tucker Summit CID, Tucker Business Association	2025	2026
5.4	Identify existing local, regional, and statewide incentives			City of Tucker		2023	2028
5.5	Real Estate Site Selection Assistance			City of Tucker	Tucker- Northlake CID, Friends of Tucker Path, Friends of Tucker Parks	2024	2025

S8: RECOMMENDATIONS and INITIATIVES

MATRIX FOR INITIATIVE 5.0: Business and Developer Programming

					Implementation Target (Yrs. 1-5)	
ACTION		Est. Cost	Lead	Strategic Partners	Start Year	End Year
5.6	Investigate a Dedicated Planning and Building Case Worker		City of Tucker		2027	2028
5.7	Dedicate Efforts to Expand Talent and Workforce Development Offerings		City of Tucker	WorkSource DeKalb	2023	2024
5.7.1	Partnership pathways with educational institutions and WorkSource DeKalb		City of Tucker	WorkSource DeKalb and DeKalb County Schools	2023	2028
5.7.2	Life (Soft) Skills Training Program		City of Tucker	WorkSource DeKalb and DeKalb County Schools	2026	2027
5.7.3	Occupation Certification and Apprenticeship Partnership Opportunities with Local Universities and Community Colleges		City of Tucker	WorkSource DeKalb, DeKalb County Schools, Georgia Piedmont Technical College	2026	2027
5.8	Create Business-Focused Networking Events	\$1,000	City of Tucker		2023	2024



MATRIX FOR INITIATIVE 5.0: Business and Developer Programming

Implementation
Target (Yrs. 1-5)

	<i>ACTION</i>	Est. Cost	Lead	Strategic Partners	Start Year	End Year
5.8.1	Partner with DeKalb County or Tucker Chamber to have a permanent, Go-to DeKalb liaison		City of Tucker		2023	2028
5.8.2	Launch a Networking and Mentoring Program Sponsored by the City of Tucker	\$10,000	City of Tucker		2027	2028
5.8.3	Quarterly Developer and Broker Consortium Events	\$6,000	City of Tucker		2027	2028
5.9*	Business Accelerator opportunities: Entrepreneurial Business Incubator and Accelerator Events and Training (Kauffman Foundation's 1 Million Cups and FastTrac® Programs)	\$50,000	City of Tucker	Tucker Business Association and Decide DeKalb	2027	2028
5.10*	Economic Gardening® Pilot Program	\$10,000	City of Tucker	Tucker Business Association, Decide DeKalb, Georgia Department of Economic Development	2026	2027
5.11*	Explore Formation of Property Repositioning Program	\$20,000	City of Tucker	Tucker-Northlake CID and Tucker Summit CID	2027	2028

Section 9

APPENDIX

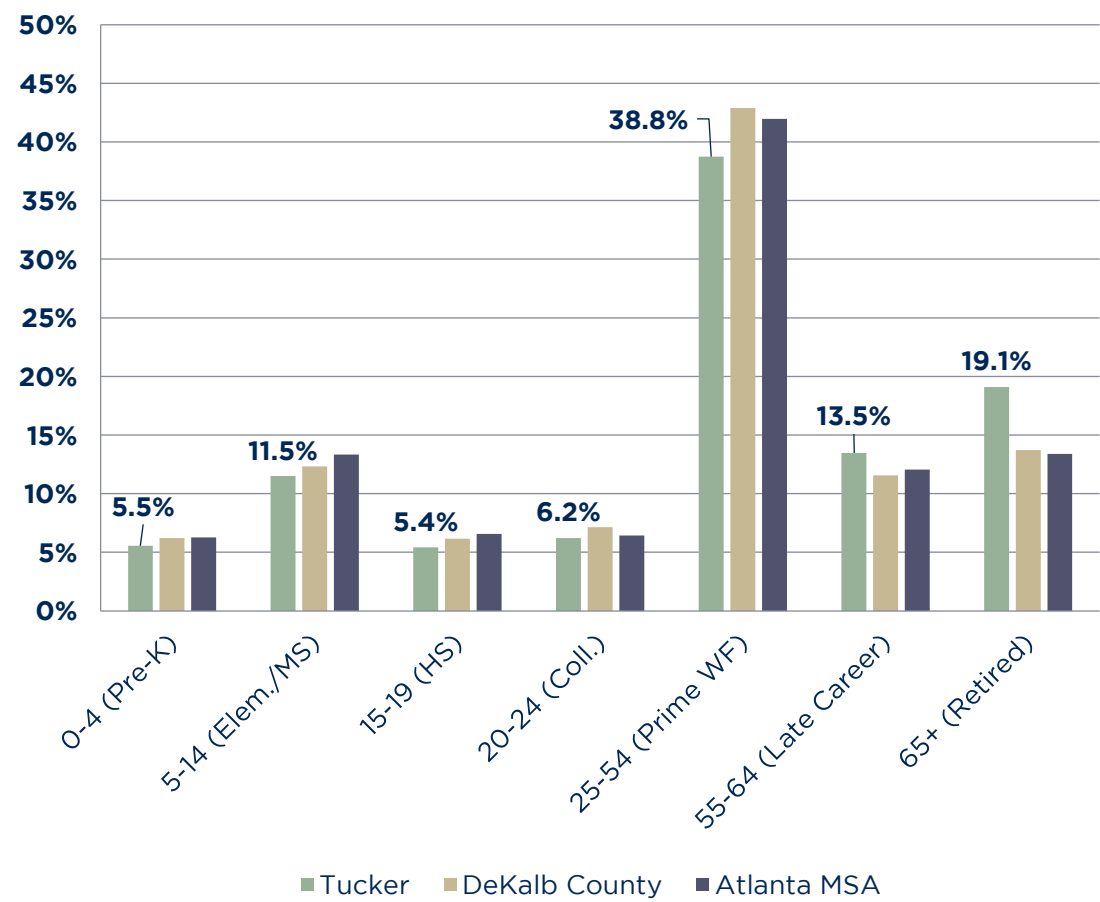
THE APPENDIX INCLUDES EXHIBITS ABOUT THE FOLLOWING ITEMS:

- Age Characteristics
- Household Characteristics
- Commuting & Migration
- NAICS Industry Definitions
- Top 20 Employers
- Employment Concentration
- Establishments by Industry and Size
- WIO Eligible Training Providers



ABOVE: Photo of a sunrise on Main Street shared with permission from City of Tucker.

Age Characteristics
Demographic and Economic Profile
Age Distribution by Cohort



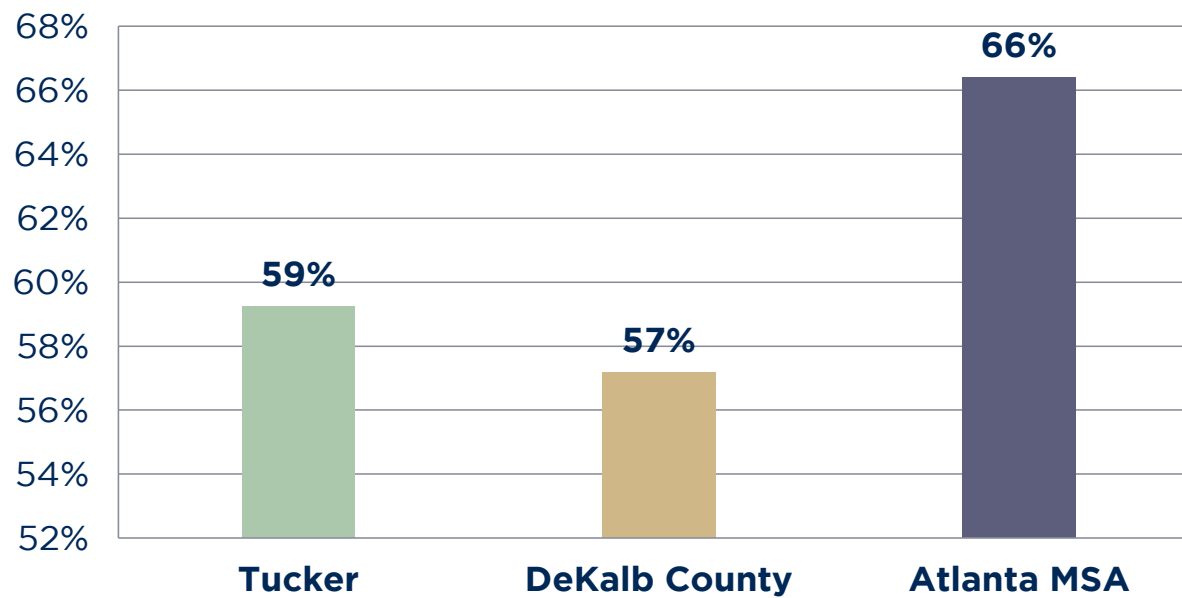
Source: ESRI Business Analyst; Willdan, 2022.



Household Characteristics

Demographic and Economic Profile

% of Family Households

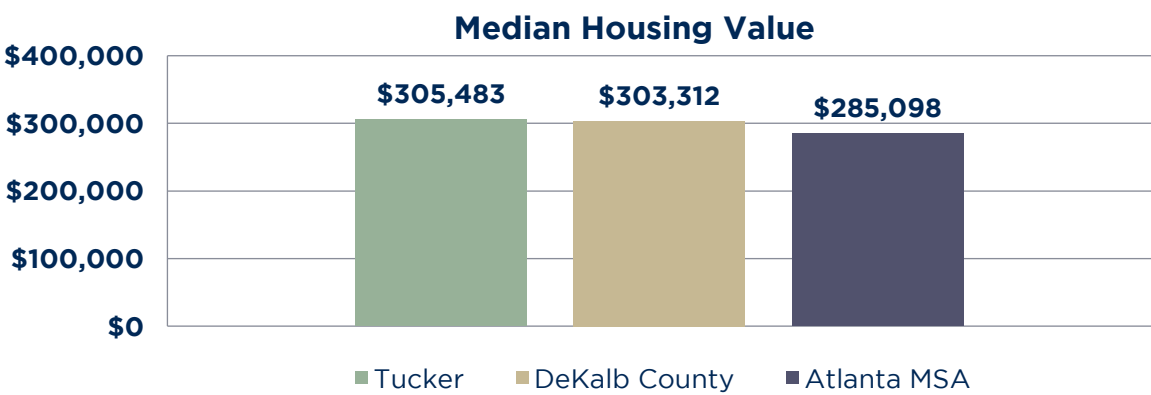


Source: ESRI Business Analyst; Willdan, 2022.

S9: APPENDIX

Housing Value and Tenure Characteristics
Demographic and Economic Profile

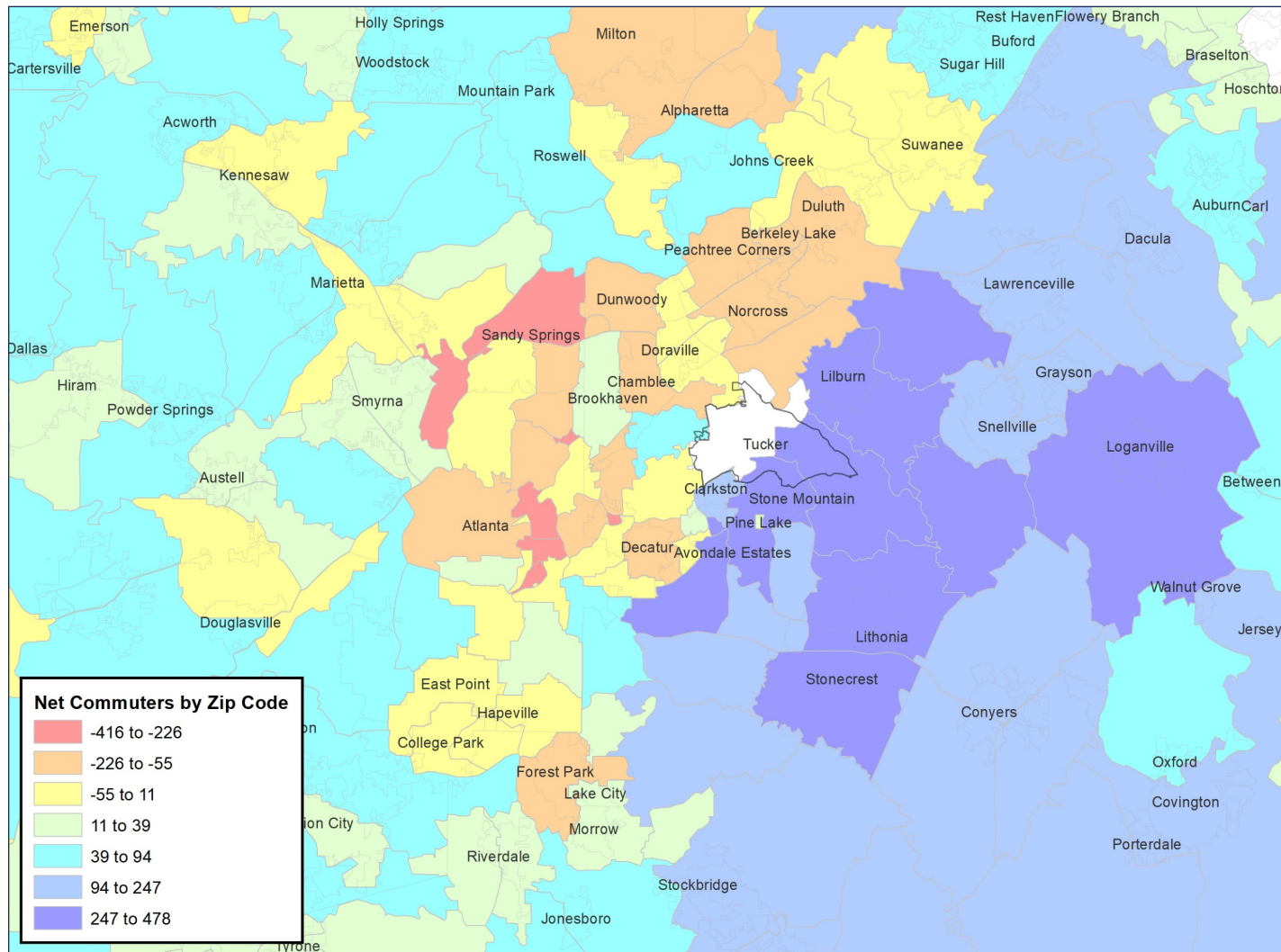
Housing Tenure Trends & Projections		
Housing Tenure	2010	2022
Owner-occupied	9,149	10,290
% of Total	59.9%	61.5%
Renter-occupied	4,853	5,048
% of Total	31.8%	30.2%
Vacant	1,262	1,385
% of Total	8.3%	8.3%
Total Units:	15,264	16,723
Housing Values		
Median Value Per Unit	\$305,483	
Average Value Per Unit	\$339,498	



Source: ESRI Business Analyst; Willdan, 2022; Claritas.



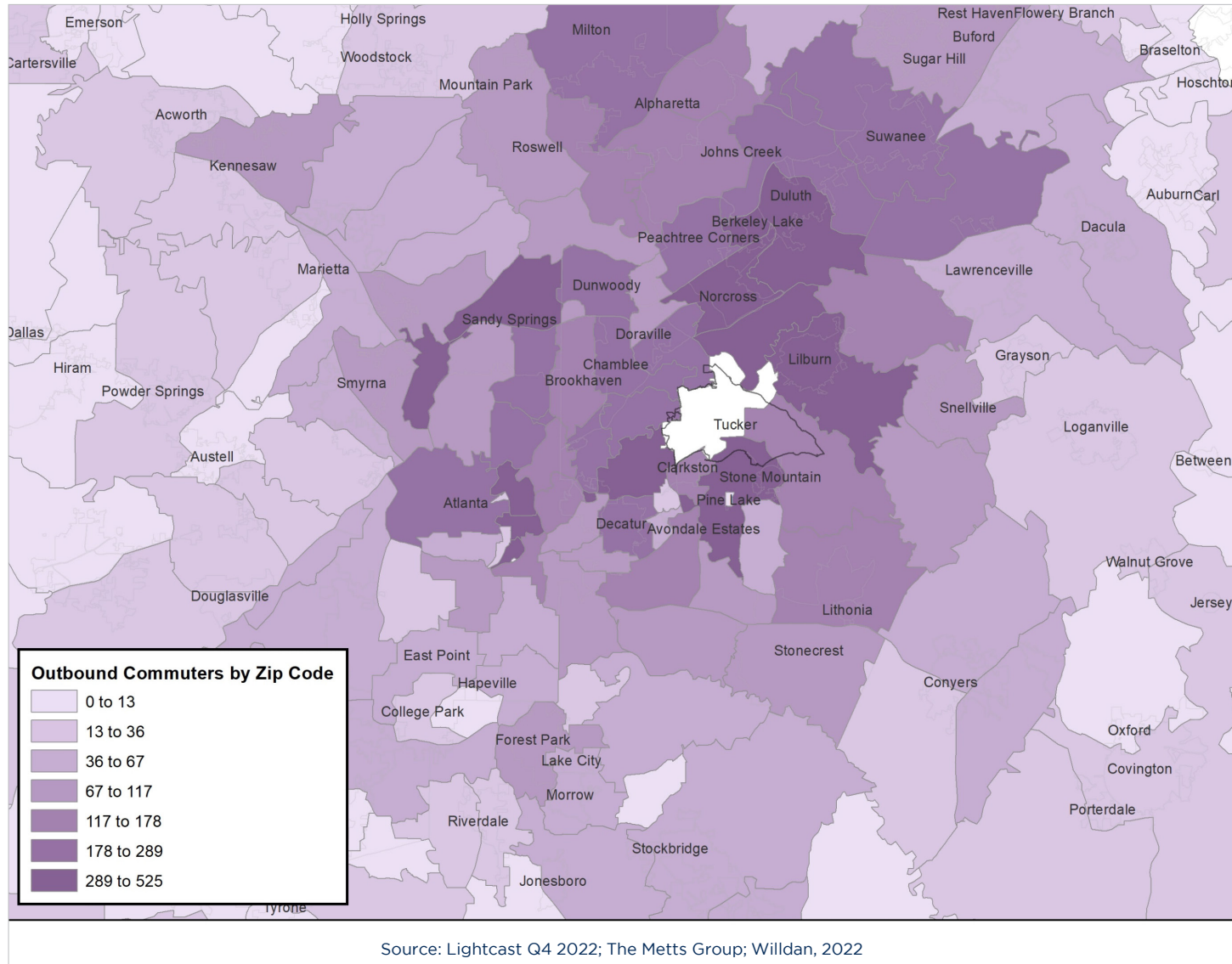
COMMUTING PATTERNS



Note: On the map, red indicates more workers are living there than there are jobs, and net commuting is negative (i.e., the net result is that workers commute out of the region for work). For a region with more jobs than resident workers, net commuting is positive (i.e., the net result is that workers commute into the region for work).

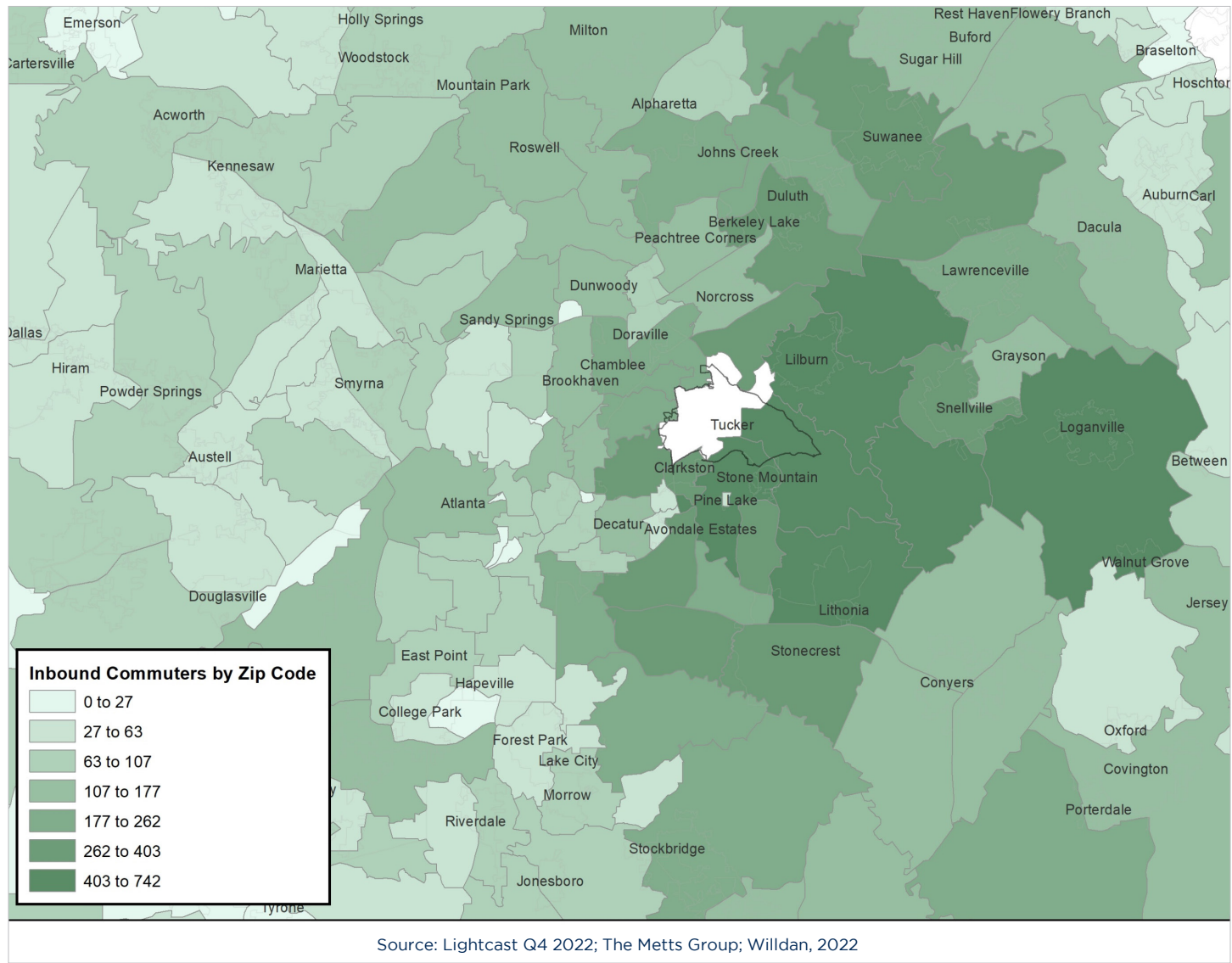
SOURCE: Lightcast Q4 2022; The Metts Group; Willdan, 2022.

OUTBOUND COMMUTERS





INBOUND COMMUTERS



S9: APPENDIX

NATIONAL MIGRATION

Economic Base and Workforce

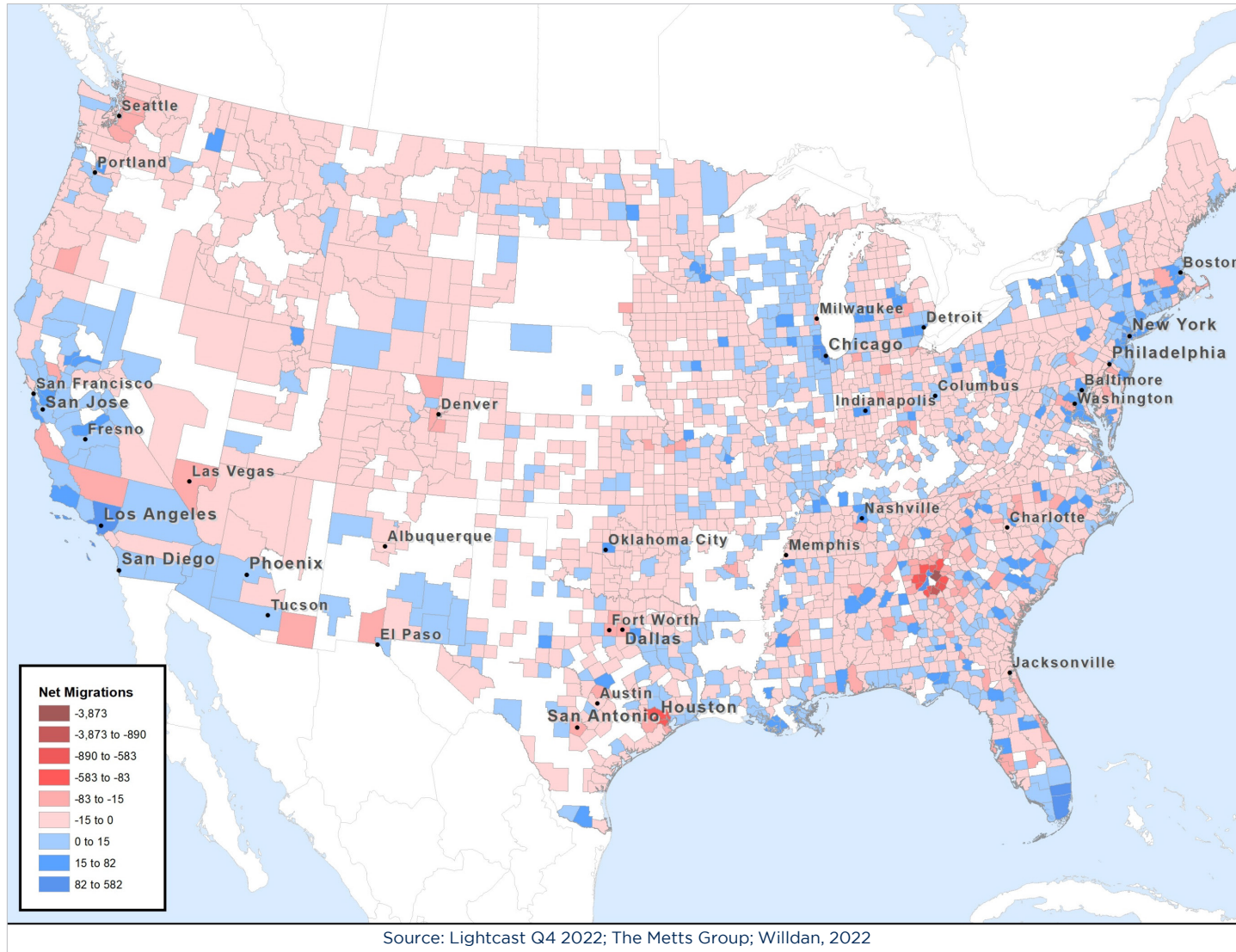
Top Counties: Residents Migrating to and from DeKalb County, GA, 2022

County	Inbound Migrations	Outbound Migrations	Net Migrations
Fulton County, GA	13,126	12,840	286
Kings County, NY	341	166	176
Queens County, NY	235	83	153
Los Angeles County, CA	408	280	127
Cook County, IL	372	250	123
Broward County, FL	348	229	119
Miami-Dade County, FL	311	203	108
Essex County, NJ	142	42	99
Bronx County, NY	135	42	93
New York County, NY	207	143	64
Orange County, FL	243	180	62
Ramsey County, MN	58	0	58
Middlesex County, NJ	68	14	53
Nassau County, NY	94	41	53
Bergen County, NJ	50	4	46
Dougherty County, GA	96	50	46
Suffolk County, NY	52	8	44
Leon County, FL	97	54	43
Prince George's County, MD	118	76	42
Philadelphia County, PA	146	105	42
Lowndes County, GA	77	36	41
Hillsborough County, FL	228	189	39
Clarke County, GA	169	231	(62)
Dallas County, TX	143	225	(83)
Hall County, GA	177	262	(86)
Harris County, TX	216	315	(99)
Douglas County, GA	393	496	(103)
Paulding County, GA	123	234	(111)
Fayette County, GA	163	287	(124)
Walton County, GA	180	358	(178)
Cherokee County, GA	222	402	(180)
Newton County, GA	731	1,314	(583)
Forsyth County, GA	346	967	(621)
Clayton County, GA	2,589	3,210	(621)
Rockdale County, GA	1,181	1,936	(755)
Cobb County, GA	2,439	3,328	(890)
Henry County, GA	921	1,919	(998)
Gwinnett County, GA	7,149	11,022	(3,873)
Total	49,710	58,159	(8,449)

Source: Lightcast Q4 2022; The Metts Group; Willdan, 2022

Note: This dataset shows the amount of domestic taxpayer migration among all states, MSAs, and counties in the United States (source: IRS). The source and design of this taxpayer-based dataset excludes certain groups of people and thus does not represent the entire population but rather is a good indicator of migrating workers within the labor force. See the Migration map elsewhere in Appendix.

NATIONAL MIGRATION



S9: APPENDIX

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

Sector	Industry Group	Description
11	Agriculture, Forestry, Fishing and Hunting	Establishments primarily engaged in growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitats.
21	Mining, Quarrying, and Oil and Gas Extraction	Establishments that extract naturally occurring mineral solids, such as coal and ores; liquid minerals, such as crude petroleum; and gases, such as natural gas. The term “mining” is used in the broad sense to include quarrying, well operations, beneficiating (e.g., crushing, screening, washing, and flotation), and other preparation customarily performed at the mine site, or as a part of mining activity.
22	Utilities	Establishments engaged in the provision of the following utility services: electric power, natural gas, steam supply, water supply, and sewage treatment and disposal.
23	Construction	Establishments primarily engaged in the construction of buildings or engineering projects (e.g., highways and utility systems), in the preparation of sites for new construction, or in subdividing land for sale as building sites.
31-33	Manufacturing	Establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products. The assembling of component parts of manufactured products is also considered manufacturing.
42	Wholesale Trade	Establishments engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise.
44-45	Retail Trade	Establishments primarily engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise.
48-49	Transportation and Warehousing	Includes industries providing transportation of passengers and cargo, warehousing and storage for goods, scenic and sightseeing transportation, and support activities related to modes of transportation.
51	Information	Establishments engaged in the following processes: (a) producing and distributing information and cultural products, (b) providing the means to transmit or distribute these products as well as data or communications, and (c) processing data.
52	Finance and Insurance	Establishments primarily engaged in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or in facilitating financial transactions.



NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

Sector	Industry Group	Description
53	Real Estate and Rental and Leasing	Establishments primarily engaged in renting, leasing, or otherwise allowing the use of tangible or intangible assets, and establishments providing related services.
54	Professional, Scientific, and Technical Services	Establishments that specialize in performing professional, scientific, and technical activities for others. These activities require a high degree of expertise and training.
55	Management of Companies and Enterprises	Comprises (1) establishments that hold the securities of (or other equity interests in) companies and enterprises for the purpose of owning a controlling interest or influencing management decisions or (2) establishments (except government establishments) that administer, oversee, and manage establishments of the company or enterprise and that normally undertake the strategic or organizational planning and decision-making role of the company or enterprise.
56	Administrative and Support and Waste Management and Remediation Services	Establishments performing routine support activities for the day-to-day operations of other organizations.
61	Educational Services	Establishments that provide instruction and training in a wide variety of subjects. This instruction and training is provided by specialized establishments, such as schools, colleges, universities, and training centers.
62	Health Care and Social Assistance	Establishments providing health care and social assistance for individuals.
71	Arts, Entertainment, and Recreation	Includes a wide range of establishments that operate facilities or provide services to meet varied cultural, entertainment, and recreational interests of their patrons.
72	Accommodation and Food Services	Establishments providing customers with lodging and/or preparing meals, snacks, and beverages for immediate consumption.
81	Other Services (except Public Administration)	Establishments engaged in providing services not specifically provided for elsewhere in the classification system. Establishments in this sector are primarily engaged in activities such as equipment and machinery repairing, promoting or administering religious activities, grantmaking, advocacy, and providing personal care services.
92	Public Administration	Establishments of federal, state, and local government agencies that administer, oversee, and manage public programs and have executive, legislative, or judicial authority over other institutions within a given area.

S9: APPENDIX

TOP TWENTY EMPLOYERS Economic Base and Workforce

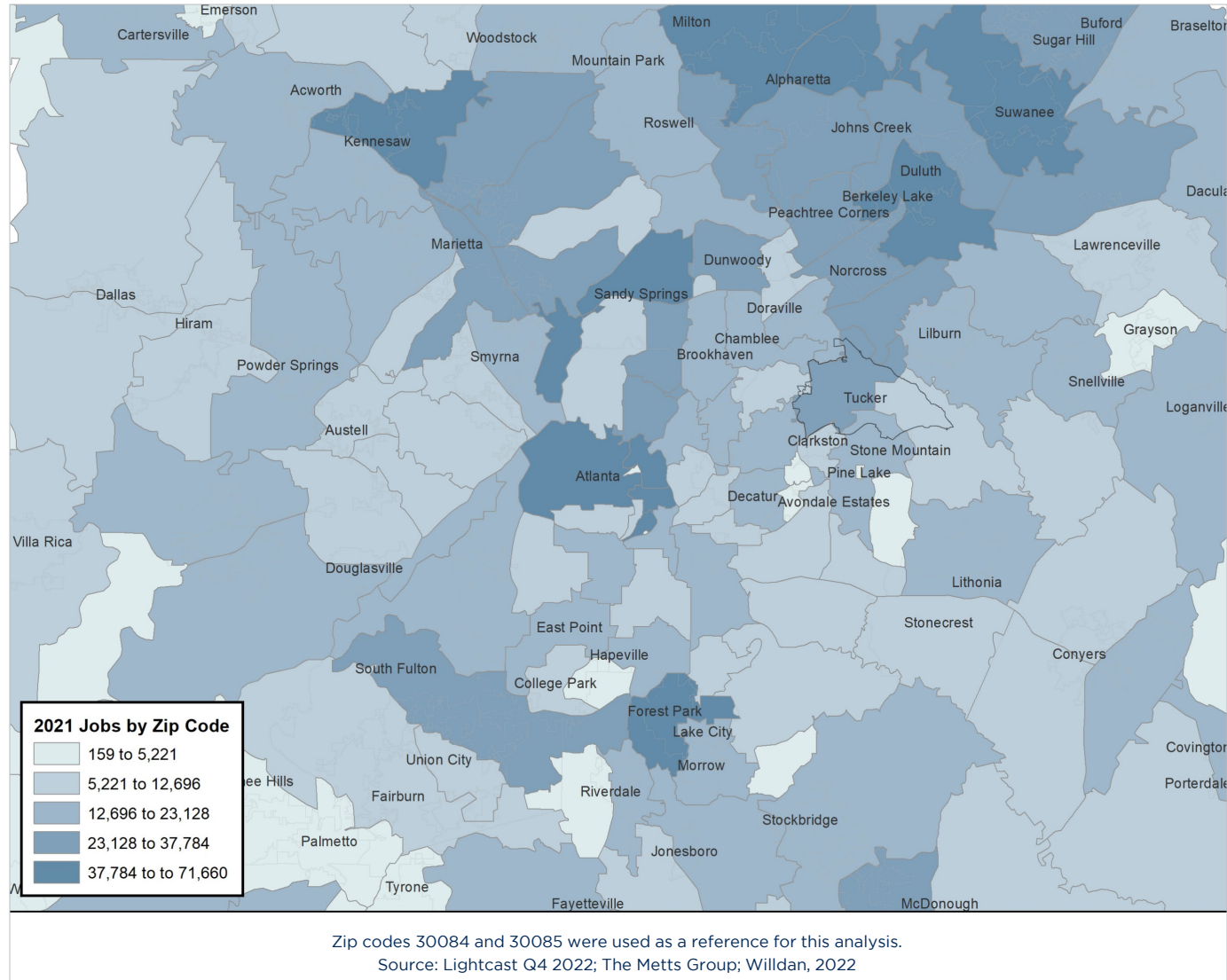
Company	Street Address	SIC Description	Employees
Quest Diagnostics Inc.	1777 Montreal Cir	Medical Laboratories	1,000
Inland Seafood Inc.	1651 Montreal Cir	Fish & Seafoods	436
CSM Bakery Solutions	1912 Montreal Rd	Food Preparations, Other	400
Hormel Foods Corp.	3367 Montreal Industrial Way	Meats & Meat Products	375
Ricoh USA Inc.	4667 N Royal Atlanta Dr	Office Equipment	350
Emory Univ Orthopedics & Spine Hospital	1455 Montreal Rd	Hospitals, General Medical & Surgical	300
Flowers Baking Co. of Tucker LLC	5087 S Royal Atlanta Dr	Bread & Other Bakery Products	300
Walmart	4375 Lawrenceville Hwy	Department Stores	300
Wood	1979 Lakeside Pkwy	Construction & Mining Machinery & Equipment	275
Georgia System Operations Corp.	2100 E Exchange Pl	Electric Services	260
Georgia Transmission Corp.	2100 E Exchange Pl	Electric Services	200
Oglethorpe Power Corp.	2100 E Exchange Pl	Electric Services	170
Tucker Wellness & Rehab Center	2165 Idlewood Rd	Nursing Care Facilities	155
Flexible Metal Inc.	2467 Mountain Industrial Blvd	Indust & Comm Machinery & Equipment, Other	150
Sam's Club	1940 Mountain Industrial Blvd	Miscellaneous General Merchandise Stores	150
Kroger	4357 Lawrenceville Hwy	Grocery Stores	125
Chick-fil-A	3967 Lavista Rd	Restaurant	120
SteelMart Inc.	3476 Lawrenceville Hwy	Metals Service Centers & Offices	120
Meadowbrook Healthcare	4608 Lawrenceville Hwy	Nursing Care Facilities	110
Publix	4650 Hugh Howell Rd	Grocery Stores	110

Source: Georgia Power, 2022, The Metts Group; Willdan, 2022



EMPLOYMENT CONCENTRATION

Economic Base and Workforce



INDUSTRIES AND JOBS

Economic Base and Workforce

Industry	Number of Employees								
	All Establishments	< 5	5 - 9	10 - 19	20 - 49	50 - 99	100 - 249	250 - 499	500 - 999
Total for all sectors	1,669	912	289	180	194	48	33	10	3
Utilities	9	3							
Construction	133	82	19	11	10	5	4		
Manufacturing	85	32	10	15	12	11	5		
Wholesale trade	165	79	31	23	22	5	3		
Retail trade	189	97	36	18	25	6	7		
Transportation and warehousing	41	19	8	4	6				
Information	34	18	6	5					
Finance and insurance	84	46	18	12	6				
Real estate and rental and leasing	82	64	13	4					
Professional, scientific, and technical services	223	167	26	13	14				
Management of companies and enterprises	11	4	3						
Administrative and support and waste management and remediation services	93	47	13	11	17	3			
Educational services	13	10							
Health care and social assistance	181	89	44	17	17	7	5		
Arts, entertainment, and recreation	14	11							
Accommodation and food services	140	33	28	33	39	6			
Other services (except public administration)	167	106	35	13	13				
Industries not classified	5	5							

Source: U.S. Census Annual Business Survey (the reference year is 2019), The Metts Group; Willdan, 2022



S9: APPENDIX

WIOA ELIGIBLE TRAINING PROVIDER LIST

Provider	City
Clayton State University	Atlanta
Community of Destiny	Atlanta
Datum Tech Academy	Stone Mountain
Datum Tech Academy	Stone Mountain
Emory	Atlanta
Georgia Piedmont Technical College	Clarkston
Goodwill of North Georgia	Decatur
Goodwill of North Georgia	Decatur
Handyman Training School	Stone Mountain
Holistic Information Security Practitioner Institute	Lithonia
Independent Electrical Contractors	Atlanta
Interactive College of Technology	Chamblee
International Union of Operating Engineers	Ellenwood
Life Solutions for Health	Decatur
MedCerts	Tucker
New Apprenticeship	Atlanta
Pharaoh's Conclave, LLC	Lithonia
Roadmaster's Drivers School of Georgia	Conley
The Young Entrepreneurs of Atlanta Foundation	Lithonia
Universal Dental Assisting	Decatur

Source: WorkSource Georgia; The Metts Group; Willdan, 2022

Note: Above is the Workforce Innovation and Opportunity Act (WIOA) Eligible Training Provider List for DeKalb County—a partnership that will be critical for building a sustainable workforce. The WIOA focuses on the critical role of strong basic skills in adults' ability to attain a secondary school diploma, transition to postsecondary education and training, and secure employment. As indicated above, many upskilling opportunities exist to train the existing workforce into in-demand occupations.

KB Advisory Group (KB), EDSP Lead

Since its founding in 2001, **KB Advisory Group** has focused on helping private and public sector clients understand how the market and economic forces impact their real estate development aspirations. **KB** advises nonprofits, public authorities, local governments, developers, landowners, and investors dealing with real estate-related issues. The firm provides real estate and economic development consulting services to cities, counties, developers, community districts, nonprofits, and design firms across the Atlanta region, Georgia, and the Southeast in all commercial real estate sectors, economic development, market analysis for urban planning, and public-private partnership creation. **KB's** experience analyzing real estate development for a vast spectrum of clients gives it a unique perspective on the trends and a well-earned acumen in determining how to act successfully in the context of those trends.

Contact Information

KB Advisory Group

1447 Peachtree Street NE

Suite 610

Atlanta, GA 30309

P: 404.845.3550

W: www.kbagroup.com

Back Cover



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks & Recreation
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Memo for Consideration of approval for the Park Maintenance Contract

Description for on Agenda:
Consideration of approval for the Park Maintenance Contract

Issue:

The City of Tucker acquired the parks within the city limits in April 2018 (5 years). Since the acquisition, the city's park system has added grown from the initial 10 to now 16 parks, as well as assumed full maintenance of all parks and sports fields. OPTECH has provided excellent service and adjusted to the growth and complexity of our maintenance needs. They have ensured our parks are clean, well maintained, and safe for the community. They have been excellent partners for the Department and City.

Recommendation:

Staff recommends awarding a contract to OPTECH Monette, LLC for an annual contract price of \$716,352.00. The initial contract is from July 1, 2023 to June 30, 2024, and can be renewed annually for up to 4 additional years beginning on July 1, 2024.

Background:

The scope contains the details of our expected level of maintenance; turf maintenance in all open green spaces, ballfields, facility grounds as well as maintenance of all trails, playgrounds, field/pool fencing, litter/refuse management, entrances/exits management and all landscaped areas (coordinated with Friends groups areas, etc.). The scope requires personnel in each park Monday through Friday, with weekend coverage (Saturday, Sunday, Holiday) with up to 2 persons and equipment. This coverage will ensure park maintenance while our parks are in use. The Operations Manager will provide oversight for our maintenance and work closely with the contractor, Friends Groups and volunteers to ensure our parks are maintained. The contractor and Tucker Parks Operations Manager will meet weekly to review completed work and issues. We will implement a "work order" system to provide a systemic way to track daily issues/concerns and communicate them to the contractor and correct them quickly.

- The City received 8 submissions with each being evaluated on their project understanding and approach, qualifications and experience and cost proposal. The project understanding and approach required specific understanding of our

expectations and ability to deliver the expect level of service and qualifications entailed experience in municipal/large scale park maintenance, landscaping, sports field maintenance, facility and playground maintenance.

- Brightview Landscaping
- OPTECH Monette
- Tri-Scapes
- ReGlobal
- Line Drive
- Relmage
- Russell
- Yellowstone

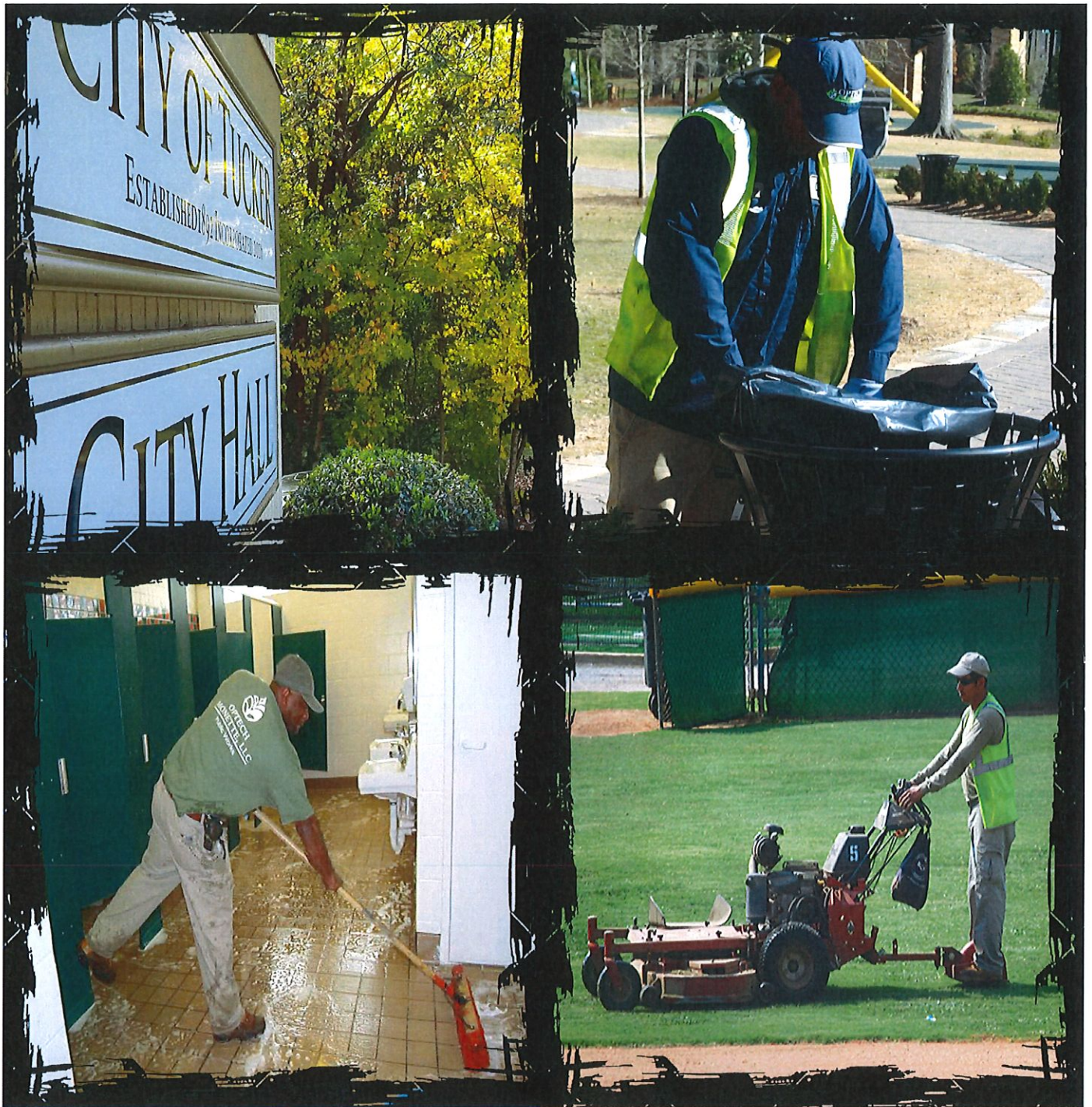
- **Bid Evaluation:** The evaluation was based on 30% project understanding and approach, 30% qualifications and similar experience and 40% cost proposal.
- **Interviews:** After evaluations, the committee (Rip Robertson, Director, Jason Collins, Operations Manager, and Micah Seibel, Capital Projects Coordinator) decided to interview the top 2 contractors based on their scores, OPTECH Monette, LLC and Tri-Scapes, INC. and complete further reference checks.

Summary:

Both contractors have strong backgrounds in municipal parks maintenance. These contractors bring more than just parks maintenance in their companies. They are both well respected and are fully capable of delivering results to our community. Both submissions were evaluated based on the scoring criteria, interviewed, and discussed by the recommending committee members and based on those discussions, scoring, interviews and references, the committee came to a unanimous recommendation.

Financial Impact:

This item is included as part of the FY2024 budget as part of the Landscape Services for the Parks and Recreation Department.



City of Tucker
 Park & Grounds Maintenance Services
 RFP# 2023-001
 January 31st, 2023





CITY OF TUCKER

REQUEST FOR PROPOSAL #2023-001

PARKS & GROUNDS MAINTENANCE SERVICES

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INTRODUCTION

The Optech family of Companies (Optech Monette, LLC and Optech RWM LLC) was founded by Robert W. Monette, P.E. in 1994, in Dunwoody, GA. The “core business” of our firm was initially in water and wastewater treatment and we won our first contract with Delta Airlines treating their wastewater at Hartsfield in 1996. In 1999 OPTECH won its first of five contracts with the U.S. Army handling wastewater treatment needs at Fort Dix, NJ. In fact we are still working there and were recently awarded our fifth contract, which carries us through 2028 for the Army at Fort Dix. The family-owned company is still managed by Mr. Monette with his management professionals who have worked successfully managing municipal Public Works services in numerous Cities in the southeastern U.S. for over twenty-eight years.

The Public Works management services evolved in 2005 as we saw the new cities being incorporated in and around the Atlanta metro area. Services varied thru the years as Optech staff have provided Parks management, daily litter removal, right-of-way (ROW) grass cutting, dead animal removal, janitorial services, storm drain repairs and maintenance, salt spreading and snow plows when needed, even new curb and sidewalk construction and road patching and repairs (up to 10' X 10')... basically anything the City needs on a day-to-day basis.

Optech Monette LLC. (Optech) is a “Public Works Company”, NOT a simple Landscape company squeezing the City in between cutting apartment houses and local businesses in the area. We worked successfully as part of the Public Works team in the Cities of Sandy Springs, Johns Creek and Milton when they were first incorporated in 2005 and 2006. Optech was selected by the City of Dunwoody on January 1, 2014, the City of Brookhaven on May 1, 2014, the City of Peachtree Corners on October 1, 2014, and the City of Holly Springs on January 1, 2016. Our most recent additions are the City of Doraville and Stonecrest, GA in 2017 and 2018, respectively. The Optech staff has continually delivered and surpassed the level of service expected by the City officials and the citizens in each of these communities during the past eighteen (18) years.

Optech has had the privilege of working as a Service Provider for the City of Tucker since July 1, 2018. Being equipped with the financial strength, management expertise, field experience, and service emphasis necessary to provide the City of Tucker with a professional staff team, Optech hopes to continue providing daily, full-time operations of parks and grounds maintenance services that fulfill Tucker’s vision for these areas of town. Optech is conscious of the high standards and expectations of both the Tucker’s City Administration and the residents as the City grows and expands its services.



Tucker is an independent city, with a separate identity and individual and unique needs. For this reason, Optech's approach has always been to designate a separate Project team, led by Mr. Brett Hedger, our Project Manager, along with 8 additional staff workers who are assigned FULL TIME in your City.

Optech performs similar scopes of work maintaining parks and grounds in our ongoing contracts with many of our other clients, such as the Cities of Johns Creek, Holly Springs, and Peachtree Corners. As in year's past, Turfwell, LLC will be providing the field dragging, aeration, and pesticide and herbicide programs as a "sub-contract field maintenance partner". They are a professional athletic turf management company with an impressive history of work and an outstanding reputation. We have partnered with them for many years in Sandy Springs, Dunwoody, Brookhaven, Johns Creek and Tucker. Nathan Tidwell and Sean Garrison (a former Optech staff member for 20 years) know the athletic fields in Tucker like "the back of their hand"!

Optech has a successful history of providing dedicated maintenance staff in each of our Public Works cities at the designated hours, seven days a week to take care of ALL of the day-to-day tasks and activities. This is particularly true with Parks and **ALL** Grounds Maintenance operations. This includes working Project Managers/Supervisors as well as working Corporate staff who come to support your needs, NOT just someone overseeing the Project. Optech understands Tucker's high expectations. In our Public Works contracts, we always aim to meet and EXCEED expectations!

Name of Company:	Optech Monette, LLC
Contact Person:	Robert W. Monette, P.E., President
Telephone Number:	(770) 335-6195 (24 hrs/day)
Office Mailing Address:	2150 Brandon Trail Alpharetta, GA 30004
Email Address:	bmonette45@gmail.com
Website:	www.OptechFOC.com



Part 1 COST PROPOSAL

COST PROPOSAL

RFP 2023-001 City of Tucker Parks and Grounds Maintenance Services

The contract will run concurrent with the City of Tucker's fiscal year: the contract will be 5-year, annual renewal; typical term will be from July 1 – June 30, annually. Please submit your fee proposal in the following format:

Annual Lump sum Park Maintenance: \$ 716,352
*Inclusive of full scope
Proposed crew size: 8

Included in the annual lump sum price is:

\$ 10,000 material costs (mulch, pine straw, etc.)
\$ 8,000 supply costs (cleaning, paper products, etc.)

Optional Services, as directed/needed:

Grass cutting/residential property approximately ≤ 0.5 acre lot	\$ <u>100</u>
ROW maintenance ≤ 0.25 mile	\$ <u>100</u>
Debris removal rate/hour <u>2 MEN w/TRUCK</u>	\$ <u>150</u>
Crew overtime rate/hour <u>2 MEN w/TRUCK</u>	\$ <u>150</u>

Proposal Price Certification

In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

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

COMPANY Optech

ADDRESS 2150 Brandon Trail, Alpharetta, GA 30004

AUTHORIZED SIGNATURE Robert W. Monette, P.E., PRESIDENT

PRINT / TYPE NAME Robert W. Monette

CONTACT'S PHONE NUMBER (770) 335-6195

CONTACT'S EMAIL ADDRESS BMonette45@Gmail.com



Part 2 W-9 FORM

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
Go to www.irs.gov/FormW9 for instructions and the latest information.				
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Robert William Monette				
2 Business name/disregarded entity name, if different from above Optech Monette, LLC				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P <small>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.</small> <input type="checkbox"/> Other (see instructions) P				
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>(Applied to accounts maintained outside the U.S.)</small>				
5 Address (number, street, and apt. or suite no.) See instructions. 2150 Brandon Trail				
6 City, state, and ZIP code Alpharetta, GA 30004				
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 <i>How to get a TIN</i> , later.											
Social security number											
<table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>					-						
			-								
or											
Employer identification number											
<table border="1"><tr><td>5</td><td>8</td><td>-</td><td>2</td><td>6</td><td>4</td><td>7</td><td>1</td><td>2</td><td>8</td></tr></table>		5	8	-	2	6	4	7	1	2	8
5	8	-	2	6	4	7	1	2	8		

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 <i>Robert W. Monette</i> Date <i>1/30/23</i>

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



Part 3 CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OPTEMON-01

LWANGERIN

DATE (MM/DD/YYYY)
8/2/2022

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

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

PRODUCER Hub International Gulf South 1311 Spring Street, Suite A Gulfport, MS 39507	CONTACT Lana Wangerin PHONE (A/C, No, Ext): (228) 897-6701 FAX (A/C, No): (601) 607-5920 E-MAIL: lana.wangerin@hubinternational.com ADDRESS:
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: First Liberty Insurance Corporation	33588
INSURER C: Employers Insurance Company of Wausau	21458
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	ADD'L INSD	SUBR VOVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ECP2038230-10	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 CRISIS MANAGEM \$ 25,000
B	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	X	X	AS6-Z91-448297-032	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			FFX2038254-10	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC6-Z91-448297-042	8/1/2022	8/1/2023	<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
A	Contractor Pollution			ECP2038230-10	8/1/2022	8/1/2023	Contractor Pollution \$ 1,000,000
A	Professional Liability			ECP2038230-10	8/1/2022	8/1/2023	Each Wrongful Act \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured applies to General Liability and Auto Liability when required by written contract.

Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation when required by written contract.

** Supplemental Name **
First Supplemental Name applies to all policies - Optech Monette, LLC; Optech RWM, LLC

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Tucker 4119 Adrian Street 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
--	---

ACORD 25 (2016/03)

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Part 4 CONTRACTOR AFFIDAVIT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

315732
Federal Work Authorization User Identification Number
Optech Monette, LLC
Name of Contractor
City of Tucker
Name of Public Employer

3-31-10
Date of Authorization
Parks and Grounds Maintenance
Name of Project

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

Executed on January 30, 2023 in Alpharetta (city), Georgia (state).

Robert W. Monette Jr.
Signature of Authorized Officer or Agent

Robert W. Monette Jr.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 31 DAY OF January, 2023

[Signature]
NOTARY PUBLIC
My Commission Expires: 05/31/26



[Signature]



Part 5 CONTACT INFORMATION FORM

Full Legal Name of Company: Optech Monette, LLC

Contractor Information:

Primary Contact Person: Bob Monette

Title: President Telephone Number: (770) 335-6195

Secondary Contact Person: Will Monette

Title: Vice President Telephone Number: (470) 963-9693

Address: 2150 Brandon Trail

City / State / Zip: Alpharetta, GA 30004

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: bmonette45@gmail.com

Federal Employee ID Number (FEIN): 58-2647128



Part 6 ACKNOWLEDGEMENT OF ADDENDUM

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-001

PARKS MAINTENANCE SERVICES

Upon receipt, please print and add to your proposal

This addendum includes new/revised information from the original RFP:

- Lord Park Master Plan
- Tucker Town Green Master Plan
- Downtown Trail Segment
- REVISED Cost Proposal Sheet

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

COMPANY NAME: Optech

CONTACT PERSON: Robert W. Monette, P.E.

ADDRESS: 2150 Brandon Trail

CITY: Alpharetta STATE: GA ZIP: 30004

PHONE: 678-867-7673 FAX: 678-867-7674

EMAIL ADDRESS: BMonette45@Gmail.com

Robert W. Monette, P.E. January 26th, 2023

SIGNATURE

DATE



Part 7 CASE STUDIES, REFERENCES & CONTACT INFORMATION

Please see the following pictures, which are examples of the Optech's premium level of services performed in other City's Parks Facilities supported by our team.



Hanging & Wiring the New Score Board After Taking the Old One Down





Optech Monette, LLC

Case Study 1: Johns Creek, GA

In 2006 citizens of this community in North Fulton County, GA, adjacent to the incorporated City of Alpharetta, GA, following the successful example in Sandy Springs, voted to incorporate as the 10th largest City in the State. With a population of over 65,000, this urban community represented a major challenge as a "NEW" City. **OPTECH** was again selected to participate in providing Public Works.



Services in Johns Creek over the past seventeen years have included a large variety of services in Public Works management. These previously included managing City Parks, grass cutting in the major Right-of-Way (ROW), weekly cleaning and emptying of all public litter bins along the City "Greenway", litter pickup along City ROW, cleaning and maintenance of the City's extensive storm drain system, assisting with major landscape improvement projects along major roadways, removal of graffiti from public buildings, bridges and roadways, emergency tree and dead animal removal services, staff support during major weather events, freezing roads, snowstorms, etc. Currently, Optech staff are assisting with sign maintenance and replacement and emergency storm water cleaning and repair. Please call Mr. Nealey to discuss Optech's performance.

Representative Project #1: Johns Creek, GA	
Client Name	City of Johns Creek, GA
Contract Scope (current contract)	Public Works Services Landscape, Litter, Storm Water Maintenance and Repairs and Greenway Services
Contract Type	Firm Fixed Price
Service Term	Dec. 1, 2006 to Present
Contact Information	Mr. Jason Neeley, Field Services Manager 12000 Findley Road, Suite 400 Johns Creek, GA 30097 Phone: (678) 512-3267 Jason.nealey@johnscreekga.gov



Optech Monette, LLC

Case Study 2: Peachtree Corners, GA



Optech was selected by the City in late 2014 to provide Public Works Services and assistance. Primary services include Right-of-Way (ROW) and Interchange grass cutting services, construction of sidewalks, curb and gutters, pothole repair, emergency services, trash, litter and dead animal pickup. Please feel free to call Mr. Ramsey to discuss his feelings about Optech and our performance.

Representative Project #2: Peachtree Corners, GA	
Client Name	City of Peachtree Corners, GA
Contract Scope	Public Works Services Right of Way Maintenance, Sidewalk and Pothole Repair, Landscape and Litter, and Interchange Services
Contract Type	Firm Fixed Price
Service Term	Oct. 1, 2015 to Present
Contact Information	Mr. Greg Ramsey, Public Works Director 147 Technology Pkwy NW, Ste. 200 Peachtree Corners, GA 30092 Phone: (404)822-7250 gramsey@peachtreecornersga.gov



Optech Monette, LLC

Case Study 3: Holly Springs, GA



Optech was selected by the City in December 2015 to provide Public Works Services and assistance. Primary services include ROW grass cutting, daily maintenance and liter services in all City Parks, construction of sidewalks, curbs, gutters, pothole repair, emergency services and dead animal pickup. We invite you to contact Mr. Logan and ask him the value of Optech's services.

Representative Project #3: Holly Springs, GA	
Client Name	City of Holly Springs, GA
Contract Scope	Public Works Support Services Right-of-Way and Parks Maintenance
Contract Type	Firm Fixed Price w/negotiated contract
Service Term	January 1, 2016 to Present
Contract No.	N/A
Contact Information	Mr. Rob Logan, City Manager 3237 Holly Springs Pkwy. Holly Springs, GA 30115 Phone: (770) 345-5536 Cell: (770) 378-7948 rlogan@hollyspringsga.us



Athletic Field Services Specialist: Turfwell, LLC

Case Study 1: Mill Springs Academy



Mill Springs Academy provides a values-based, college preparatory education in a supportive environment for students with learning differences who have not realized their full potential in traditional classroom settings. Mill Springs Academy's Campus sits on 85 acres of land in Alpharetta, GA. The grounds being maintained specifically for sports include a baseball field, tennis courts, track and soccer field.

Client:	Mill Springs Academy
Address:	13660 New Providence Rd. Alpharetta, GA 30004
Contact:	William Turner
Phone:	(404) 931-3764



Athletic Field Services Specialist: Turfwell, LLC

Case Study #2: Perfect Game



Perfect Game is the premier provider of amateur baseball events, hosting the highest quality of travel team tournaments and individual showcases throughout the country. As one of the top baseball scouting organizations in the country, they have produced results over the past 21 years, helping over 12,766 baseball players get drafted and 1,371 players reach the MLB level.

Client:	Perfect Game
Address:	11 Sugar Valley Road SW Cartersville, GA 30120
Contact:	Kevin Hurlihy
Phone:	(678) 447-4760



Athletic Field Services Specialist: Turfwell, LLC

Case Study #3: Newton County Parks & Recreation



Home of the award-winning Turner Lake Complex, the New County Parks and Recreation department's grounds and fields look absolutely amazing. With the assistance of Turfwell, Optech will be able to deliver a premium level of service that will also lend itself to the most cutting-edge expertise in the business.

Client:	Newton County Parks & Recreation
Address:	1124 Clark Street Covington, GA 30014
Contact:	Scott Walker
Phone:	(404) 441-3937



Due to the importance of the Athletic Field Maintenance Services, we are including a detailed list of multiple contacts and References for Turfwell.

1. Mt. Pisgah Christian School

9875 Nesbit Ferry Road

Johns Creek, GA 30022
2. Blessed Trinity Catholic School

11320 Woodstock Road

Roswell, GA 30075
3. Dominion Christian School

4607 Burnt Hickory Road

Marietta, GA 30064
4. WHITEFIELD ACADEMY

1 Whitefield Road

Smyrna, GA 30126
5. Mt. Vernon School

510 Mt. Vernon Hwy.

Atlanta, GA 30328
6. The Paidea School

1509 S. Ponce De Leon Ave. NE

Atlanta, GA 30307
7. East Cobb Baseball Sports Complex

4617 Lee Waters Road

Marietta, GA 30066



CONTRACT AGREEMENT

RFP #2023-001 Parks and Grounds Maintenance Services

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") OPTECH MONETTE, LLC located at 2150 BRANDON TRAIL , ALPHARETTA, GA 30004

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 **Request for Proposals (RFP) # 2023-001** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **RFP #2023-001**; and

WHEREAS, the Contractor'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 - IMMIGRATION 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 **\$716,352.00**

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 and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

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

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

4.0 Duration of Contract

- 4.1. Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.
- 4.2. Option to renew: Unless either party gives one hundred eighty days (180) notice of its intent to not renew, this Agreement upon signing a renewal agreement will automatically renew for up to four (4) additional one (1) year renewal periods, (each, a "Renewal Term") at the expiration of the Term. Thereafter, both Parties must agree to renew via an amendment to this Agreement.
- 4.3. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

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

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

5.0 Independent Contractor

- 5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

- 5.2. Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Tucker without the express knowledge and prior written consent of the City.

6.0 Indemnification

- 6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors, contractors 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 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 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: **OPTECH MONETTE, LLC**

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

Average Scores	OPTECH	ReIMAGE	TRI-SCAPES	Brightview	ReGlobal	Line Drive	Russell	Yellowstone
Project Understanding and Approach	30.00	10.00	27.50	15.00	10.00	7.50	7.50	22.50
Qualifications and Similar Experience	30.00	5.00	30.00	15.00	10.00	7.50	10.00	17.50
Cost Proposal	36.67	10.00	33.33	40.00	3.33	3.33	0.00	30.00
Total Points	96.67	25.00	90.83	70.00	23.33	18.33	17.50	70.00

EXHIBIT A
Project Specifications / Scope of Work RFP#2023-001
Park and Ground Maintenance Services

SECTION 1. General Conditions Applicable to all Contracts

The City of Tucker (City) is seeking written proposals from qualified vendors to provide Parks and Grounds Maintenance Services for various task orders as may be defined within this RFP.

The City of Tucker is located in the northern portion of DeKalb County and has a current population of approximately 35,000. The City provides municipal Parks and Recreation services through a public-private partnership model and is looking for qualified vendors to provide services in the following areas:

- a. Facilities Landscaping
- b. Park and Sport Field Maintenance

The Contractor shall utilize maximum safety precautions. Contractor's tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

The Contractor's personnel shall perform work in a neat and professional manner as directed by the City and in compliance with all Federal, State, and City of Tucker regulations and OSHA rules and regulations shall be followed at all times.

The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

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The contractor's field employees will wear identifiable uniforms and appropriate safety equipment while performing services outlined in this RFP.

Include any additional products and/or services available (provided) that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product, i.e. work order system, data tracking, citizen responses, etc.

In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word "days" means business days (excluding city holidays), and when referring to a period of time of more than ten (10) days means calendar days.

SECTION 2. Facility Landscaping

A. General Requirements

The City of Tucker Parks and Recreation Department (City) requests for interested parties to submit formal sealed proposals for Parks and Grounds Maintenance Services for City owned properties. Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period. The Facilities covered under this contract include the following:

1. Tucker Recreation Center, 4898 LaVista Road
2. Cofer Park and Pool, 4259 North Park Drive
3. Henderson Park East, 4000 Henderson Park Road
4. Henderson Park West, 2801 Henderson Rd
5. Church Street Greenspace, 4316 Church Street
6. Tucker Nature Preserve, 4408 Lawrenceville Hwy
7. Fitzgerald Sports Complex, 4877 Lawrenceville Highway
8. Montreal Park, 1341 Montreal Road
9. Johns Homestead Park, 3071 Lawrenceville Highway
10. William McKinley Peters Park, 1832 Clark Drive
11. Rosenfeld Park, 2088 Glacier Drive
12. Probst Park, 5623 Hugh Howell Road
13. Smoke Rise Crossing, 1596 Lilburn Stone Mountain Rd
14. Westwood Nature Preserve, 3269 Westwood Drive
15. Lord Park, 5525 Smoke Rise Drive
16. Downtown Park (unnamed, under development), 4236
Railroad Avenue

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Provide and furnish all labor, materials and equipment required or inferred from Specifications to complete the Work. Applicable equipment includes truck, trailer, mowers, blowers, weed eater, skid steer, mini ex, bush hog, backhoe.

The number of landscape staff required to complete the job is a minimum of eight (8) members but is ultimately the vendors' discretion. Justification for staff/crew should be explained in the submittal. The workday hours will be discussed but will not begin any earlier than 7:00 am and end no earlier than 6:00 pm. It is required to have a minimum of one (1) staff member on site 7 days per week, 365 days a year.

The contractor will adhere to all current State and Federal construction safety regulations, including OSHA regulations. The Contractor must maintain a safe work zone for their employees, pedestrians, and vehicular transportation. All work shall be inspected and approved by the City of Tucker Department of Parks and Recreation.

All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation. If any question arises about disposal it will be the contractor's responsibility to notify the City for instructions. Scattering or wasting debris along the r/w or edge of wood lines will not be permitted without prior approval.

The Contractor will notify the City representative of any rotation of crew members a minimum of two (2) week prior to any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or by their actions and demeanor have failed to display the character and professionalism required by the City. The open position shall be filled in a reasonable amount of time and will not cause a delay in any required work by contractor.

The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

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The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers or pesticide applications.

Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

B. Turf Maintenance

Turf Mowing: Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging: Edging and trimming along curbs, walks, bed edges and tree rings shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

Turf Fertilization & Weed Control: Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

Trash and Debris Removal: During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Trash and debris removal must be scheduled every day in each park.

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Aerating: Aerating turf is required a minimum once per year. Use equipment with hollow tines that removes a soil core. Aeration activities shall be scheduled to coincide with active growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.

Landscape Services: Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

C. Tree and Shrub Maintenance

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.

Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

All formal hedges shall be sheared to maintain desired shape and height.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible.

All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be

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removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

D. Ground Cover and Beds

Open ground between plants shall be kept weed-free using mechanical or chemical methods. All plant material shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.

E. Landscape Services

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance. Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

F. Mulching and Pine Straw

Contractor shall maintain a minimum of 3" of coarse organic mulch/pine straw at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

G. Irrigation Services

Contractor shall provide expertise and all labor to water all areas as required.

Contractor shall inspect, test, and ensure proper time clock operations. This includes monitoring the irrigation sprinkler system to ensure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to ensure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways, streets, and buildings.

The sprinkler system will be checked after each mowing for any damage, damages which occur

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as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.

The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the City. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the City's expense, if approved.

Throughout the contract term the Contractor shall present repairs and maintenance requirements to the City immediately. The City agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week.

Contract price shall include a system start-up and winterization.

H. Exterior Color

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays. Fresh annual flowers may be needed in certain parks and surrounding areas. These will be billed separately to City. Labor for installation will be included in cost of contract.

I. Landscaping Services

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.

It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.

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Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the City prior to replacement. The City agrees to be financially responsible to replace plant materials on a timely basis.

J. Other Services

Spring Clean-Up shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

K. Additional Services

New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by these specifications. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City. The City shall retain the right to reject such cost proposal and perform the extra work with City workers or other contractors. Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin the work within ten (10) working days or as agreed to between the Contractor and the City.

The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Payment for extra work performed shall be as agreed to by the Contractor and the City. Compensation for material will be the responsibility of the City; however, the Contractor must provide invoice copies to be compensated for material at all times.

The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.

SECTION 3. Sport Field Maintenance

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General Requirements

Henderson Park (soccer/multiuse), 2723 Henderson Road, approx.

121 ac.

Cofer Park (baseball fields), 4259 North Park Drive, approx. 20 ac.

Tucker Recreation Center (soccer/multi-use), 4898 LaVista Road, approx. 8 ac.

Fitzgerald Sports Complex(football/baseball/multi-use)-4877 Lawrenceville Highway, approx.
20 ac.

Provide sport field maintenance services to include but not limited to mowing, trimming, cleaning, removal of trash on the fields and the surrounding areas. At each city park the contractor shall also inspect on a monthly basis for poison ivy and treat as necessary and keep all weeds and debris off of the fence lines.

These fields are operated under an Agreement with various associations and work will be coordinated as needed.

Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, plastic bags for garbage cans and doggie pot stations, cleaning solvents and any other materials required to properly maintain the park.

Provide crew(s) with the proper number of staff and equipment to perform park maintenance services identified in the scope and in assigned work orders. Adequate personnel must be provided to allow all personnel to work in a safe manner at all times.

Weekly activity reports shall be provided indicating the work performed. These will be reviewed at a weekly review meeting held at Tucker Recreation Center.

Empty field and dugout trash cans daily.

All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation. If any question arises about disposal, it will be the contractor's responsibility to notify the City for instructions. Scattering or wasting debris along the right of way or edge of wood lines will not be permitted without prior approval.

The Contractor will notify the City representative of any rotation of crew members a minimum of two (2) weeks prior to any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or by their actions and demeanor have failed to

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display the character and professionalism required by the City.

The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers or pesticide applications.

Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

Equipment and Materials

Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City's high standards. The equipment is to include a field drag, dedicated mowers for turf cutting, edgers, trimmers, blowers.

Equipment failure does not excuse the contractor from the completion of the task.

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Turf Care

Prior to each mowing, all trash, sticks, stones, and debris will be removed from the site. Mowing will be done with a dedicated mower that is not used for right of way/open/greenspace maintenance.

Mowing (Warm Season Bermuda grass): During the warm weather growing season, Bermuda grass shall be maintained at a height of 1 ½” to 2”. All clippings and thatch shall be removed from the turf area. During the growing season, grass shall be cut weekly or as weather conditions dictate

Aeration: Perform core aeration of all grass athletic fields two times per year in May and July. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

Top Dressing: After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface. Apply no more than ½” of material during an application. Incorporate the material by mat dragging.

Turf Management: Provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification shall be discussed with the City prior to implementation. Chemical program shall include, but is not limited to, pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime and other chemicals consistent with best management practices. Contractor shall provide the materials, equipment and labor to perform all applications.

Seven Point Chemical Program

1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer

2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.

3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate

4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate

5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate

6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.

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7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded.

Provide and treat all grass athletic fields for fire ants once per year in the spring and as needed during the warmer months.

Conduct soil testing on each athletic field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

Leaf Removal: All leaves on the fields will be removed with each mowing during the months of October through December.

Irrigation System Maintenance: In March, the irrigation system shall be turned on and evaluated for proper system function. There will be a check for leaks throughout the system. Each spray head will be checked for proper function including the spray pattern, shut off upon cycle completion and full retraction at the end of the watering cycle. The battery(ies) in the controller shall be replaced. The rain gauge will be checked to make sure it is connected, programmed into the controller and properly functioning.

In May, July and September, the irrigation system will be checked and spray patterns will be adjusted and watering schedules modified as necessary to assure full coverage of the fields.

In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

The labor for repairs performed during normal work hours will be included in this scope of work. The materials required will be separately invoiced.

Recommended Schedule: The following is a recommended schedule. Weather conditions, infestations and other unplanned events and activities will result in adjustments to this schedule.

January	Mow as needed
February	Mow as needed
March	Pre-emergent + herbicide application Mow as needed Activate and test irrigation systems, perform routine maintenance as required.
April	Fertilize + Herbicide as needed

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	Mow as needed
May	Aeration Top dress with sand Mow as needed Fertilize + Herbicide as needed Evaluate irrigation system and modify as required
June	Fertilize + Herbicide as needed Mow as needed
July	Aeration Top dress with sand Fertilize + Herbicide/Insecticide as needed Mow as needed Evaluate Irrigation system and modify as required
August	Fertilize + Herbicide as needed Top dress with sand Mow as needed
September	Fertilize & lime application as needed Mow as needed Evaluate Irrigation system and modify as required
October	Mow as needed
November	Winterize irrigation system Mow as needed
December	Mow as needed

Baseball Field Maintenance

Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall (as needed).

Sod cut and box scrape all lips to eliminate hazards.

Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.

Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide

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conditioner (as needed).

Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with top soil and cover with sand. Inspect and repair any fencing that is detached or curling.

Blow out dugouts and pitching warmup lanes as needed during the season of typically active play.

Inspect dugout gate latches and doors weekly and make repairs as needed.

Soccer/Multi-Use Field Maintenance

Remove trash as required and deposit it into the park dumpsters. Daily inspect turf areas for debris, damage, and safety issues.

Inspect and adjust gates to assure proper function as needed.

Clean and sterilize biological residue from on field accidents.

Parking Lot Maintenance

The Parking Lots/Areas shall be inspected daily for debris, trash, damage, and safety issues. Dispose of all trash and debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

The parking lot shall be blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation or designee and removed the same day that it is discovered.

Any Parking Lot islands must have the mulch refreshed at least once a year to maintain a neat appearance. The contractor shall determine the amount of mulch that is required. The contractor will provide and install the mulch as part of this scope of work. The islands must be kept weed and grass free using a recommended weed control or by weeding by hand. Pruning of the trees and shrubs shall be done in January. In the parking lot, vegetation will be cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

Playground Maintenance

The playgrounds must have the surface inspected weekly. There are several surface types including poured in place and engineered wood fiber (EWF). The EWF should be blown or swept into the play space pit and leveled. It is especially important that the areas that get worn away by play be leveled to maintain a safe cushion. The playground surface shall be kept free of

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weeds by hand picking the weeds. No chemicals shall be used on the playground surface. If additional EWF is required, the city shall pay for the EWF, and the contractor will provide the labor, tools and supervision to install the material.

Restroom Maintenance

The park restrooms need to be deep cleaned 2x per week and checked daily. Any problems need to be reported to the Parks and Recreation Director or designee. All cleaning and paper products are to be provided by the contractor. Pool restrooms are to be cleaned 7 days per week in the morning before opening during the pool season. Restroom locations are at the following:

- Henderson Park-3 restroom buildings
- Kelley Cofer Park Concession
- Kelley Cofer Pool
- Rosenfeld Pool
- Rosenfeld Tennis Courts
- Fitzgerald Sports Complex-4 restroom buildings

Trail Maintenance

The city has multiple parks with trails. All trails within the City's park system (paved/concrete and natural) shall be inspected weekly for debris, trash, damage and safety issues. Garbage cans and pet pots along the trails shall be serviced daily. Dispose of all trash and debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

The paved/concrete portion of the trail shall be edged and blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation or designee and removed the same day that it is discovered. Vegetation that has grown to the point that interferes with the users of the trail will be pruned when discovered.

The natural surface of the trail shall be kept clear of vegetation, both horizontally and vertically, that users on the trail would contact. The trail shall be inspected for roots, stumps, and other trip hazards and where possible, they must be removed.

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Evaluation and Selection Criteria

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

1. Project Understanding and Approach – 30%

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

2. Qualifications and Similar Experience – 30%

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 study 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. Cost proposal – 40%



Part 1 COST PROPOSAL

COST PROPOSAL

RFP 2023-001 City of Tucker Parks and Grounds Maintenance Services

The contract will run concurrent with the City of Tucker's fiscal year: the contract will be 5-year, annual renewal; typical term will be from July 1 – June 30, annually. Please submit your fee proposal in the following format:

Annual Lump sum Park Maintenance:

\$ 716,352

*Inclusive of full scope

Proposed crew size:

8

Included in the annual lump sum price is:

\$ 10,000 material costs (mulch, pine straw, etc.)

\$ 8,000 supply costs (cleaning, paper products, etc.)

Optional Services, as directed/needed:

Grass cutting/residential property approximately ≤ 0.5 acre lot \$ 100

ROW maintenance ≤ 0.25 mile \$ 100

Debris removal rate/hour 2 MEN w/TRUCK \$ 150

Crew overtime rate/hour 2 MEN w/TRUCK \$ 150

Proposal Price Certification

In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

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

COMPANY Optech

ADDRESS 2150 Brandon Trail, Alpharetta, GA 30004

AUTHORIZED SIGNATURE Robert W. Monette, P.E., PRESIDENT

PRINT / TYPE NAME Robert W. Monette

CONTACT'S PHONE NUMBER (770) 335-6195

CONTACT'S EMAIL ADDRESS BMonette45@Gmail.com



Part 2 W-9 FORM

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Robert William Monette

2 Business name/disregarded entity name, if different from above
Optech Monette, LLC

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) _____
Applied to accounts maintained outside the U.S. ()

5 Address (number, street, and apt. or suite no.) See instructions.
2150 Brandon Trail

6 City, state, and ZIP code
Alpharetta, GA 30004

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] [] [] []
or
Employer identification number
5 8 - 2 6 4 7 1 2 8

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 ► *Robert W. Monette*
Date ► *1/30/23*

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



EXHIBIT D

OPTEMON-01

MSOBONYA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

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 Hub International Gulf South 1311 Spring Street, Suite A Gulfport, MS 39507	CONTACT NAME:		
	PHONE (A/C, No, Ext): (228) 897-6700	FAX (A/C, No): (228) 897-6711	
INSURED Optech Monette, LLC; Optech RWM, LLC 2150 Brandon Trail Alpharetta, GA 30004	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nautilus Insurance Company		17370
	INSURER B : First Liberty Insurance Corporation		33588
	INSURER C : Employers Insurance Company of Wausau		21458
	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ECP203823010	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CRISIS MANAGEMEN \$ 25,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS6-Z91-448297-032	8/1/2022	8/1/2023	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			FFX203825410	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X WCCZ91448297042	8/1/2022	8/1/2023	<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
A	Contractor Pollution			ECP203823010	8/1/2022	8/1/2023	Contractor Pollution \$ 1,000,000
A	Professional Liabili			ECP203823010	8/1/2022	8/1/2023	Each Wrongful Act \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured applies to General Liability and Auto Liability when required by written contract.

Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation when required by written contract.

** Supplemental Name **

First Supplemental Name applies to all policies - Optech Monette, LLC; Optech RWM, LLC

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Tucker 11975 Lakeside Pkwy. 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 E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Optech Monette, LLC
Solicitation/Bid number or Project Description:	RFP# 2023-001 Parks and Grounds Maintenance

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:

315732
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
Optech Monette, LLC
Name of Contractor

3-21-10
Date of Authorization

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

Allison Paige Alexander
Printed Name (of Authorized Officer or Agent of Contractor)

Officer
Title (of Authorized Officer or Agent of Contractor)

A. Paige Alexander
Signature (of Authorized Officer or Agent)

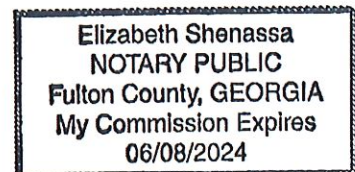
1/25/23
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

25 DAY OF January, 2023.

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 06/08/2024



Part 5 CONTACT INFORMATION FORM

Full Legal Name of Company: Optech Monette, LLC

Contractor Information:

Primary Contact Person: Bob Monette

Title: President Telephone Number: (770) 335-6195

Secondary Contact Person: Will Monette

Title: Vice President Telephone Number: (470) 963-9693

Address: 2150 Brandon Trail

City / State / Zip: Alpharetta, GA 30004

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: bmonette45@gmail.com

Federal Employee ID Number (FEIN): 58-2647128



Part 6 ACKNOWLEDGEMENT OF ADDENDUM

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-001

PARKS MAINTENANCE SERVICES

Upon receipt, please print and add to your proposal

This addendum includes new/revised information from the original RFP:

- Lord Park Master Plan
- Tucker Town Green Master Plan
- Downtown Trail Segment
- REVISED Cost Proposal Sheet

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

COMPANY NAME: Optech

CONTACT PERSON: Robert W. Monette, P.E.

ADDRESS: 2150 Brandon Trail

CITY: Alpharetta STATE: GA ZIP: 30004

PHONE: 678-867-7673 FAX: 678-867-7674

EMAIL ADDRESS: BMonette45@Gmail.com

Robert W. Monette, P.E. January 26th, 2023

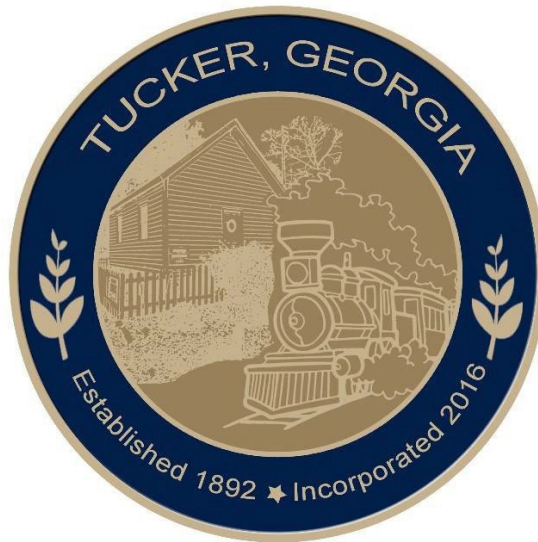
SIGNATURE

DATE

Request for Proposals
RFP #2023-001

Parks and Grounds Maintenance Services

BID MANUAL



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

City of Tucker Request for Proposal
RFP# 2023-001 Parks and Grounds Maintenance Services

INTRODUCTION

The City of Tucker (City) is seeking written proposals from qualified vendors to provide Parks and Grounds Maintenance Services for various task orders as may be defined within this RFP.

The City of Tucker is located in the northern portion of DeKalb County and has a current population of approximately 35,000. The City provides municipal Parks and Recreation services through a public-private partnership model and is looking for qualified vendors to provide services in the following areas:

- a. Facilities Landscaping
- b. Park and Sport Field Maintenance

.00

PARKS AND GROUNDS MAINTENANCE SERVICES- BID ACTIVITY SCHEDULE	
Release of RFP	Thursday, December 15, 2022
Mandatory Pre-Proposal Conference	Tuesday, January 10, 2023, at 10:00 am EST
Deadline for Questions	Tuesday, January 17, 2023, at 2:00 PM EST
Responses to Questions Posted	Thursday, January 19, 2023, by 5:00 PM EST
Deadline for Proposals	Tuesday, January 31, 2023, at 2:00pm AM EST
Interviews (if needed)	Week of February 12, 2023
Anticipated Award	March 13, 2023

WORK TO BE PERFORMED: Provide parks and grounds maintenance services for the City of Tucker.

SCOPE OF WORK: Refer to Exhibit A.

MANDATORY PRE-PROPOSAL CONFERENCE: The pre-bid conference will be in-person, on Tuesday, January 10, 2023, at 10:00 am EST at Tucker Recreation Center, 4898 Lavista Road, Tucker GA 30084. We will visit parks from this starting point.

QUESTIONS: Submit in writing to procurement@tuckerga.gov reference RFP #2023-001

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website www.tuckerga.gov. The signed acknowledgement issued with 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 a proposal to procurement@tuckerga.gov no later than January 31, 2023, at 2:00pm. Be sure to name the electronic file with RFP #2023-001 and your company name.

BID TABULATION: A listing of submittals will be posted on the City's website: www.tuckerga.gov

City of Tucker
RFP #2023-001 Parks and Grounds Maintenance

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Cost Proposal
2. W-9 Form
3. Certificate of Insurance
4. Contractor Affidavit
5. Contact Information Form
6. Acknowledgement of Addendum issued with each Addendum
7. Three case studies including a reference and contact information for each

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.

EXHIBIT A
Project Specifications / Scope of Work RFP#2023-001
Park and Ground Maintenance Services

SECTION 1. General Conditions Applicable to all Contracts

The City of Tucker (City) is seeking written proposals from qualified vendors to provide Parks and Grounds Maintenance Services for various task orders as may be defined within this RFP.

The City of Tucker is located in the northern portion of DeKalb County and has a current population of approximately 35,000. The City provides municipal Parks and Recreation services through a public-private partnership model and is looking for qualified vendors to provide services in the following areas:

- a. Facilities Landscaping
- b. Park and Sport Field Maintenance

The Contractor shall utilize maximum safety precautions. Contractor's tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

The Contractor's personnel shall perform work in a neat and professional manner as directed by the City and in compliance with all Federal, State, and City of Tucker regulations and OSHA rules and regulations shall be followed at all times.

The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

City of Tucker
RFP #2023-001 Parks and Grounds Maintenance
EXHIBIT A

The contractor's field employees will wear identifiable uniforms and appropriate safety equipment while performing services outlined in this RFP.

Include any additional products and/or services available (provided) that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product, i.e. work order system, data tracking, citizen responses, etc.

In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word "days" means business days (excluding city holidays), and when referring to a period of time of more than ten (10) days means calendar days.

SECTION 2. Facility Landscaping

A. General Requirements

The City of Tucker Parks and Recreation Department (City) requests for interested parties to submit formal sealed proposals for Parks and Grounds Maintenance Services for City owned properties. Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period. The Facilities covered under this contract include the following:

1. Tucker Recreation Center, 4898 LaVista Road
2. Cofer Park and Pool, 4259 North Park Drive
3. Henderson Park East, 4000 Henderson Park Road
4. Henderson Park West, 2801 Henderson Rd
5. Church Street Greenspace, 4316 Church Street
6. Tucker Nature Preserve, 4408 Lawrenceville Hwy
7. Fitzgerald Sports Complex, 4877 Lawrenceville Highway
8. Montreal Park, 1341 Montreal Road
9. Johns Homestead Park, 3071 Lawrenceville Highway
10. William McKinley Peters Park, 1832 Clark Drive
11. Rosenfeld Park, 2088 Glacier Drive
12. Probst Park, 5623 Hugh Howell Road
13. Smoke Rise Crossing, 1596 Lilburn Stone Mountain Rd
14. Westwood Nature Preserve, 3269 Westwood Drive
15. Lord Park, 5525 Smoke Rise Drive
16. Downtown Park (unnamed, under development), 4236
Railroad Avenue

City of Tucker
RFP #2023-001 Parks and Grounds Maintenance
EXHIBIT A

Provide and furnish all labor, materials and equipment required or inferred from Specifications to complete the Work. Applicable equipment includes truck, trailer, mowers, blowers, weed eater, skid steer, mini ex, bush hog, backhoe.

The number of landscape staff required to complete the job is a minimum of eight (8) members but is ultimately the vendors' discretion. Justification for staff/crew should be explained in the submittal. The workday hours will be discussed but will not begin any earlier than 7:00 am and end no earlier than 6:00 pm. It is required to have a minimum of one (1) staff member on site 7 days per week, 365 days a year.

The contractor will adhere to all current State and Federal construction safety regulations, including OSHA regulations. The Contractor must maintain a safe work zone for their employees, pedestrians, and vehicular transportation. All work shall be inspected and approved by the City of Tucker Department of Parks and Recreation.

All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation. If any question arises about disposal it will be the contractor's responsibility to notify the City for instructions. Scattering or wasting debris along the r/w or edge of wood lines will not be permitted without prior approval.

The Contractor will notify the City representative of any rotation of crew members a minimum of two (2) week prior to any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or by their actions and demeanor have failed to display the character and professionalism required by the City. The open position shall be filled in a reasonable amount of time and will not cause a delay in any required work by contractor.

The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

City of Tucker
RFP #2023-001 Parks and Grounds Maintenance
EXHIBIT A

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers or pesticide applications.

Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

B. Turf Maintenance

Turf Mowing: Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging: Edging and trimming along curbs, walks, bed edges and tree rings shall be done to keep a neat appearance. All hard edges shall be mechanically edged twice per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the City to achieve a solution.

Turf Fertilization & Weed Control: Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

Trash and Debris Removal: During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Trash and debris removal must be scheduled every day in each park.

City of Tucker
RFP #2023-001 Parks and Grounds Maintenance
EXHIBIT A

Aerating: Aerating turf is required a minimum once per year. Use equipment with hollow tines that removes a soil core. Aeration activities shall be scheduled to coincide with active growth period of the turf species, avoid hot weather conditions, and avoid peak time of crabgrass and other weed seed germination.

Landscape Services: Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

C. Tree and Shrub Maintenance

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.

Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

All formal hedges shall be sheared to maintain desired shape and height.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible.

All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be

City of Tucker
RFP #2023-001 Parks and Grounds Maintenance
EXHIBIT A

removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.

D. Ground Cover and Beds

Open ground between plants shall be kept weed-free using mechanical or chemical methods. All plant material shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.

E. Landscape Services

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance. Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

F. Mulching and Pine Straw

Contractor shall maintain a minimum of 3" of coarse organic mulch/pine straw at all times over bare soil areas surrounding shrubs. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

G. Irrigation Services

Contractor shall provide expertise and all labor to water all areas as required.

Contractor shall inspect, test, and ensure proper time clock operations. This includes monitoring the irrigation sprinkler system to ensure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to ensure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways, streets, and buildings.

The sprinkler system will be checked after each mowing for any damage, damages which occur

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as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.

The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the City. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the City's expense, if approved.

Throughout the contract term the Contractor shall present repairs and maintenance requirements to the City immediately. The City agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week.

Contract price shall include a system start-up and winterization.

H. Exterior Color

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays. Fresh annual flowers may be needed in certain parks and surrounding areas. These will be billed separately to City. Labor for installation will be included in cost of contract.

I. Landscaping Services

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.

It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.

Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.

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Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the City prior to replacement. The City agrees to be financially responsible to replace plant materials on a timely basis.

J. Other Services

Spring Clean-Up shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

K. Additional Services

New and unforeseen work will be classed as extra work when determined by the City that such work is not covered by these specifications. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City. The City shall retain the right to reject such cost proposal and perform the extra work with City workers or other contractors. Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin the work within ten (10) working days or as agreed to between the Contractor and the City.

The Contractor shall do such extra work in accordance with the agreement for extra work and with the provisions of these specifications and shall furnish all labor, materials and equipment. Payment for extra work performed shall be as agreed to by the Contractor and the City. Compensation for material will be the responsibility of the City; however, the Contractor must provide invoice copies to be compensated for material at all times.

The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.

SECTION 3. Sport Field Maintenance

City of Tucker
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General Requirements

Henderson Park (soccer/multiuse), 2723 Henderson Road, approx.

121 ac.

Cofer Park (baseball fields), 4259 North Park Drive, approx. 20 ac.

Tucker Recreation Center (soccer/multi-use), 4898 LaVista Road, approx. 8 ac.

Fitzgerald Sports Complex(football/baseball/multi-use)-4877 Lawrenceville Highway, approx.
20 ac.

Provide sport field maintenance services to include but not limited to mowing, trimming, cleaning, removal of trash on the fields and the surrounding areas. At each city park the contractor shall also inspect on a monthly basis for poison ivy and treat as necessary and keep all weeds and debris off of the fence lines.

These fields are operated under an Agreement with various associations and work will be coordinated as needed.

Provide all supplies and materials necessary for the performance of the work. These supplies include but are not limited to turf chemicals, plastic bags for garbage cans and doggie pot stations, cleaning solvents and any other materials required to properly maintain the park.

Provide crew(s) with the proper number of staff and equipment to perform park maintenance services identified in the scope and in assigned work orders. Adequate personnel must be provided to allow all personnel to work in a safe manner at all times.

Weekly activity reports shall be provided indicating the work performed. These will be reviewed at a weekly review meeting held at Tucker Recreation Center.

Empty field and dugout trash cans daily.

All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation. If any question arises about disposal, it will be the contractor's responsibility to notify the City for instructions. Scattering or wasting debris along the right of way or edge of wood lines will not be permitted without prior approval.

The Contractor will notify the City representative of any rotation of crew members a minimum of two (2) weeks prior to any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or by their actions and demeanor have failed to

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display the character and professionalism required by the City.

The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers or pesticide applications.

Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.

Equipment and Materials

Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City's high standards. The equipment is to include a field drag, dedicated mowers for turf cutting, edgers, trimmers, blowers.

Equipment failure does not excuse the contractor from the completion of the task.

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Turf Care

Prior to each mowing, all trash, sticks, stones, and debris will be removed from the site. Mowing will be done with a dedicated mower that is not used for right of way/open/greenspace maintenance.

Mowing (Warm Season Bermuda grass): During the warm weather growing season, Bermuda grass shall be maintained at a height of 1 ½” to 2”. All clippings and thatch shall be removed from the turf area. During the growing season, grass shall be cut weekly or as weather conditions dictate

Aeration: Perform core aeration of all grass athletic fields two times per year in May and July. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

Top Dressing: After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface. Apply no more than ½” of material during an application. Incorporate the material by mat dragging.

Turf Management: Provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification shall be discussed with the City prior to implementation. Chemical program shall include, but is not limited to, pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime and other chemicals consistent with best management practices. Contractor shall provide the materials, equipment and labor to perform all applications.

Seven Point Chemical Program

1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer

2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.

3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate

4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate

5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate

6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.

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7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded.

Provide and treat all grass athletic fields for fire ants once per year in the spring and as needed during the warmer months.

Conduct soil testing on each athletic field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

Leaf Removal: All leaves on the fields will be removed with each mowing during the months of October through December.

Irrigation System Maintenance: In March, the irrigation system shall be turned on and evaluated for proper system function. There will be a check for leaks throughout the system. Each spray head will be checked for proper function including the spray pattern, shut off upon cycle completion and full retraction at the end of the watering cycle. The battery(ies) in the controller shall be replaced. The rain gauge will be checked to make sure it is connected, programmed into the controller and properly functioning.

In May, July and September, the irrigation system will be checked and spray patterns will be adjusted and watering schedules modified as necessary to assure full coverage of the fields.

In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

The labor for repairs performed during normal work hours will be included in this scope of work. The materials required will be separately invoiced.

Recommended Schedule: The following is a recommended schedule. Weather conditions, infestations and other unplanned events and activities will result in adjustments to this schedule.

January	Mow as needed
February	Mow as needed
March	Pre-emergent + herbicide application Mow as needed Activate and test irrigation systems, perform routine maintenance as required.
April	Fertilize + Herbicide as needed

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	Mow as needed
May	Aeration Top dress with sand Mow as needed Fertilize + Herbicide as needed Evaluate irrigation system and modify as required
June	Fertilize + Herbicide as needed Mow as needed
July	Aeration Top dress with sand Fertilize + Herbicide/Insecticide as needed Mow as needed Evaluate Irrigation system and modify as required
August	Fertilize + Herbicide as needed Top dress with sand Mow as needed
September	Fertilize & lime application as needed Mow as needed Evaluate Irrigation system and modify as required
October	Mow as needed
November	Winterize irrigation system Mow as needed
December	Mow as needed

Baseball Field Maintenance

Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall (as needed).

Sod cut and box scrape all lips to eliminate hazards.

Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.

Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide

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conditioner (as needed).

Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with top soil and cover with sand. Inspect and repair any fencing that is detached or curling.

Blow out dugouts and pitching warmup lanes as needed during the season of typically active play.

Inspect dugout gate latches and doors weekly and make repairs as needed.

Soccer/Multi-Use Field Maintenance

Remove trash as required and deposit it into the park dumpsters. Daily inspect turf areas for debris, damage, and safety issues.

Inspect and adjust gates to assure proper function as needed.

Clean and sterilize biological residue from on field accidents.

Parking Lot Maintenance

The Parking Lots/Areas shall be inspected daily for debris, trash, damage, and safety issues. Dispose of all trash and debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

The parking lot shall be blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation or designee and removed the same day that it is discovered.

Any Parking Lot islands must have the mulch refreshed at least once a year to maintain a neat appearance. The contractor shall determine the amount of mulch that is required. The contractor will provide and install the mulch as part of this scope of work. The islands must be kept weed and grass free using a recommended weed control or by weeding by hand. Pruning of the trees and shrubs shall be done in January. In the parking lot, vegetation will be cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

Playground Maintenance

The playgrounds must have the surface inspected weekly. There are several surface types including poured in place and engineered wood fiber (EWF). The EWF should be blown or swept into the play space pit and leveled. It is especially important that the areas that get worn away by play be leveled to maintain a safe cushion. The playground surface shall be kept free of

City of Tucker
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weeds by hand picking the weeds. No chemicals shall be used on the playground surface. If additional EWF is required, the city shall pay for the EWF, and the contractor will provide the labor, tools and supervision to install the material.

Restroom Maintenance

The park restrooms need to be deep cleaned 2x per week and checked daily. Any problems need to be reported to the Parks and Recreation Director or designee. All cleaning and paper products are to be provided by the contractor. Pool restrooms are to be cleaned 7 days per week in the morning before opening during the pool season. Restroom locations are at the following:

- Henderson Park-3 restroom buildings
- Kelley Cofer Park Concession
- Kelley Cofer Pool
- Rosenfeld Pool
- Rosenfeld Tennis Courts
- Fitzgerald Sports Complex-4 restroom buildings

Trail Maintenance

The city has multiple parks with trails. All trails within the City's park system (paved/concrete and natural) shall be inspected weekly for debris, trash, damage and safety issues. Garbage cans and pet pots along the trails shall be serviced daily. Dispose of all trash and debris in the dumpsters and correct and/or report any damage or safety issues to the Director of Parks and Recreation or designee.

The paved/concrete portion of the trail shall be edged and blown off weekly. Any graffiti shall be reported to the Director of Parks and Recreation or designee and removed the same day that it is discovered. Vegetation that has grown to the point that interferes with the users of the trail will be pruned when discovered.

The natural surface of the trail shall be kept clear of vegetation, both horizontally and vertically, that users on the trail would contact. The trail shall be inspected for roots, stumps, and other trip hazards and where possible, they must be removed.

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Evaluation and Selection Criteria

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

1. Project Understanding and Approach – 30%

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

2. Qualifications and Similar Experience – 30%

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 study 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. Cost proposal – 40%

EXHIBIT B - COST PROPOSAL
RFP #2023-001
PARKS AND GROUNDS MAINTENANCE SERVICES

The contract will run concurrent with the City of Tucker's fiscal year. The contract will be 5-year, annual renewal; typical term will be from July 1 – June 30, annually. Please submit your fee proposal in the following format:

Annual lump sum Park Maintenance: \$ _____
 *inclusive of full scope

Proposed crew size: _____

Optional Services, as directed/needed:

Grass cutting/residential property approximately \leq 0.5-acre lot \$ _____

ROW maintenance \leq 0.25 mile \$ _____

Debris removal rate/hour \$ _____

Crew overtime rate/hour \$ _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Contact Information Form

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

Full Legal Name of Company: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: _____

Federal Employee ID Number (FEIN): _____



CONTRACT AGREEMENT
2023-001 PARKS AND GROUNDS MAINTENANCE SERVICES

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 ("Vendor") _____ located at _____.

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

WHEREAS, the City of Tucker 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 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 - IMMIGRATION AFFIDAVIT

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EXHIBIT F- CONTACT INFORMATION
EXHIBIT G - ADDENDUMS
EXHIBIT H – DISCLOSURE FORM
EXHIBIT I – PERFORMANCE AND PAYMENT BONDS (if applicable)

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 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 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

- 4.1. Contract Term. 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.
- 4.2. Option to renew: Unless either party gives one hundred eighty days (180) notice of its intent to not renew, this Agreement upon signing a renewal agreement will automatically renew for up to four (4) additional one (1) year renewal periods, (each, a "Renewal Term") at the expiration of the Term. Thereafter, both Parties must agree to renew via an amendment to this Agreement.
- 4.3. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Vendor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the 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, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Vendor, its agents, subcontractors, vendors 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 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 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 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, the City shall respond, in writing, to Vendor with a decision within sixty (60) days of 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 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 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



RFP #2023-001 PARKS AND GROUNDS MAINTENANCE

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. Optech Monette	1/30/2023 5:07PM	\$ 716,352.00
2. ReImage	1/31/2023 8:39AM	\$ 946,400.00
3. Yellowstone Landscape	1/31/2023 11:30AM	\$ 750,000.00 **
4. Tri-Scapes	1/31/2023 12:23PM	\$ 769,303.25
5. Brightview	1/31/2023 1:26PM	\$ 699,400.00
6. Residential Enhancements dba ReGlobal	1/31/2023 1:37PM	\$ 1,069,388.00
7. Line Drive Logistics	1/31/2023 1:40PM	\$ 1,069,185.00
8. Russell Landscape	1/31/2023 1:58PM	\$ 1,211,015.00

Opened/Verified by: Lisa Owen

Rip Robertson

****REVISED 2/21/23:** Bid was originally sent to JUNK/SPAM folder but was retrieved and included as submitted in a timely manner.



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Memo for Fitzgerald Park Change Order 3 – Rock and Material Charge

Description for on Agenda:

Fitzgerald Park Change Order 3 – Rock and Material Charge

Issue:

The City of Tucker Parks and Recreation Department has contracted with Helix Group to upgrade the water/sewer system at Fitzgerald Park. Although we made several test drills to estimate the amount of rock, the contractor hit far more than anticipated and had some soil that had to be replaced. Helix Group has done an excellent job on this project and has performed well, despite material shortage delays, weather and issue with rock and soil.

Recommendation:

Staff recommends approving Change Order #3 for \$65,311.65 for removing and disposing of additional rock and dirt from the upper portion of the project area.

Background:

There were several tests completed to estimate the amount of rock, it is not always guaranteed, and there were numerous rock veins that were unavoidable. The contractor made several changes to avoid some but not all were avoidable. This is unfortunate but we continued to work with the contractors to limit any change orders.

Summary:

This is a vital project and needs to be completed to enable the city to make the additional renovations and upgrades at our sports complex.

Financial Impact:

This item is included in Parks and Recreation Department's CIP for Fitzgerald Park improvements.



CONTRACT AMENDMENT AGREEMENT

C2022-001-AMD-003

This CONTRACT AMENDMENT AGREEMENT ("Amendment") is dated _____ day of _____, in the year 20____ (the "effective Date"), by and between the City of Tucker, GA located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084, and HELIX GROUP located at 1375 OAKLEY INDUSTRIAL BLVD., FAIRBURN, GA 30213 (collectively, the "Parties").

WHEREAS the Parties entered into ITB # 2022-001 agreement on March 28, 2022 (date of original contract).

WHEREAS the Parties hereby agree to amend the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- * The Original Contract, which is attached hereto, contains a limited scope (EXHIBIT A). Cost overruns have been noted as related to that scope per the attached documentation and agreed upon by both parties.
- * The Parties agree to amend the Original Contract in the amounts noted in the attached documentation not to exceed \$65,311.65 (EXHIBIT B).
- * The amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

This agreement shall be signed by:

City of Tucker

HELIX GROUP

Name

Name

Title

Title

Date

Date



CONTRACT AGREEMENT ITB# 2022-001

Fitzgerald Park Infrastructure Project

This Agreement made and entered into this 20th day of March in the year **2022**; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and Helix Group Inc. ("Contractor"), located at 1375 Oakley Industrial Blvd, Fairburn, GA 30213.

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

WHEREAS, the City of Tucker has caused **Invitation to Bid #2022-001** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **ITB #2022-001**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the most qualified submittal to the City per the scope of services.

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

1.0 Scope of Work

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

EXHIBIT A – SCOPE OF SERVICE

EXHIBIT B – COST PROPOSAL

EXHIBIT C – W-9

EXHIBIT D – CERTIFICATE OF INSURANCE

EXHIBIT E – IMMIGRATION & SECURITY FORM

EXHIBIT F – CONTACT INFORMATION

EXHIBIT G – ADDENDUMS

EXHIBIT H – PERFORMANCE AND PAYMENT BOND (if applicable)

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract.

3.2. Billings. If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted: **"Exhibit C"**.

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

3.4. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set

off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

4.1. Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.

4.2. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

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

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

5.0 Independent Contractor

5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for

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

6.0 Indemnification

6.1 To the extent allowed by law, the Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

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

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

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

7.1 Final Completion, Acceptance, and Payment

- A. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- B. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **"Exhibit D" (Certificate of Insurance).**

11.0 Termination

11.1. Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64 and 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

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

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

(ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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

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

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

12.0 CLAIMS and DISPUTE RESOLUTION

12.1 Claims Procedure

A. If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional

compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

D. If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

E. If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.

F. After Contractor has submitted a fully documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received. or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

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

B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.

D. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

E. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.

F. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

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

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

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

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

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

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

14.0 Inclusion of Documents

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

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

1. Equal Employment Opportunity — The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;

3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
4. Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

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

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Work Place

18.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

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

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

18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

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

22.0 Governing Law

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

23.0 Entire Agreement

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

24.0 Special Terms and Conditions

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

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

CITY OF TUCKER:

By: Tami Hanlin
Title: City Manager
Name: Tami Hanlin
Date: 3/28/2022

Attest: Bonnie Warne
Bonnie Warne, City Clerk

(seal)



CONTRACTOR:

By: Coleen Phillips
Title: CEO
Name: Coleen Phillips
Date: 3/16/22
Company Name: Helix Group Inc.

EXHIBIT B

ITB# 2022-001

UNIT PRICE BID PROPOSAL FORM

This Bid Proposal is respectfully submitted by:

Helix Group Inc
 BIDDER (Company Name)

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	GRADING COMPLETE	LS	1	22369.43	22369.43
2	TRAFFIC CONTROL	LS	1	35362.31	35362.31
3	EROSION CONTROL	LS	1	37643.57	37643.53
4	8 IN DIP WATER MAIN	LF	2400	68.49	164,376.00
5	4 IN DIP WATER MAIN	LF	20	55.89	1,117.80
6	6 IN WATER METER AND TRAFFIC RATED VAULT	EA	1	15,114.47	15,114.47
7	8 IN TAPPING SLEEVE AND VALVE	EA	1	18,189.91	18,189.91
8	SERVICE SADDLE WITH DUAL STAINLESS STEEL STRAPS	EA	6	1654.94	9929.64
9	8 IN MJ GATE VALVE AND BOX	EA	3	4313.74	12,941.22
10	4 IN MJ GATE VALVE AND BOX	EA	1	2,137.95	2,137.95
11	2 IN MJ GATE VALVE AND BOX	EA	1	1,542.75	1,542.75
12	2 IN TYPE K COPPER WATER SERVICE LINE	EA	450	49.18	22,131.00
13	1 IN TYPE K COPPER WATER SERVICE LINE	LF	430	30.64	13,271.20
14	8 IN WATER SERVICE STUB OUT	EA	1	4322.58	4,322.58
15	4 IN WATER SERVICE STUB OUT	EA	1	3041.57	3,041.57
16	2 IN WATER SERVICE STUB OUT	EA	1	1841.92	1,841.92
17	CHLORINATION TAP	EA	1	4,114.57	4,114.57
18	FIRE HYDRANT ASSEMBLY	EA	2	6,229.45	12,458.90
19	6 IN DIPS SEWER	LF	1400	61.89	86,646.00
20	4 FT DIAMETER PRECAST MANHOLE	EA	3	4,774.48	14,323.44
21	MANHOLD FRAME & COVER	EA	3	1,152.21	3,456.63
22	OUTSIDE DROP CONNECTION TO EXISTING MANHOLE	EA	1	1,856.44	1,856.44
23	6 IN SANITARY SEWER CLEANOUT	EA	2	2,455.54	4,911.08
24	8 IN GAB TRENCH BACKFILL	SY	1800	45.66	82,188.00
25	SEWAGE BYPASS PUMPING - MOBILIZATION	LS	1	2,773.57	2,773.57
26	SEWAGE BYPASS PUMPING - OPERATION	DAY	3	339.50	1,018.50
27	GDOT STD. 1401 PVMPT PATCH	LF	65	62.40	4,056.00
TOTAL BID AMOUNT:					583,355.61

Company Physical Address:

1375 OAKLEY INDUSTRIAL BLVD
Fairburn GA 30213

Company Mailing Address:

1375 OAKLEY INDUSTRIAL BLVD
Fairburn GA 30213

*583,355.61
 (see attached)*

ACKNOWLEDGEMENT OF ADDENDA:

(The Bidder hereby acknowledges receipt of addenda to this solicitation)

Addendum No: 1 Date: 1/19/2022 Addendum No: Date:

Addendum No: 2 Date: 1/19/2022 Addendum No: Date:

Addendum No: 3 Date: 1/19/2022 Addendum No: Date:

Point(s) of Contact:

BROOKE MUZIK

Point of Contact's Phone Number:

470-491-4500

Point of Contact's E-Mail Address:

admin@hclixgroupinc.com

Signed and sealed this 1 day of FEBRUARY, 2022

By:

Coleen Phillips

Signature

Coleen Phillips

Printed Name

CEO

Title

(Seal)

2022-001 Helix Group total calculation

ITEM #	BID PRICE
1	\$ 22,369.43
2	\$ 35,362.31
3	\$ 37,643.53
4	\$ 164,376.00
5	\$ 1,117.80
6	\$ 15,114.47
7	\$ 18,189.91
8	\$ 9,929.64
9	\$ 13,121.22
10	\$ 2,137.95
11	\$ 1,542.75
12	\$ 22,131.00
13	\$ 13,261.20
14	\$ 4,371.58
15	\$ 3,041.57
16	\$ 1,841.92
17	\$ 4,114.57
18	\$ 12,458.90
19	\$ 86,646.00
20	\$ 14,323.44
21	\$ 3,456.63
22	\$ 1,856.64
23	\$ 4,911.08
24	\$ 82,188.00
25	\$ 2,773.57
26	\$ 1,018.50
27	\$ 4,056.00

CALCULATED TOTAL \$ 583,355.61

PROPOSAL TOTAL \$ 583,279.55

EXHIBIT C

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Helix Group Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1375 Oakley Ind Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Fairburn GA 30213	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
83	-0805119

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► Coleman P. Williams	Date ► 02/01/2022
-----------	---	--------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2022

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

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

PRODUCER The Harbin Agency, Inc. PO Box 1130 215 Greencastle Road Tyrone GA 30290		CONTACT NAME: Stacey W. Skeen PHONE (A/C, No, Ext): 770-461-4315 E-MAIL ADDRESS: staceys@harbinagency.com FAX (A/C, No): 770-461-3359	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Frankenmuth Mutual Insurance Company	
		INSURER B: American Interstate Insurance	
		INSURER C: Cincinnati Casualty Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1995843462	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6651525	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6651524	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6651525	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCGA3031932021	11/1/2021	11/1/2022	<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
A C	Leased/Rented Equipment Excess Liability			6651525 EXS0620478	11/1/2021 11/1/2021	11/1/2022 11/1/2022	\$1,750,000 Limit \$4,000,000 Limit \$1,000 Deductible Occur/Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grading, Site Utilities and Civil Construction Company

Contractor's Pollution Liability
#CEO7015575554
Columbia Casualty Company
11/1/2021 - 11/1/2022
\$2,000,000 Per Loss/Occurrence
\$2,000,000 Aggregate
See Attached...

CERTIFICATE HOLDER City of Tucker 1975 Lakeside Parkway, Suite 350 Tucker GA 30084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mamie H. Haslin Jr.</i>
--	--

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EXHIBIT E-1

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Helix Group Inc.
Solicitation/Contract No./ Call No. or Project Description:	2022-001 Fitzgerald Park Infrastructure

CONTRACTOR AFFIDAVIT

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

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

1474483
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

12/31/2019

Date of Authorization

Helix Group Inc.
Name of Contractor

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

Colleen Phillips
Printed Name (of Authorized Officer or Agent of Contractor)

CEO

Title (of Authorized Officer or Agent of Contractor)

Colleen Phillips
Signature (of Authorized Officer or Agent)

2/1/2022
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1 DAY OF February, 2022

A. Brooke Muzik
Notary Public

My Commission Expires: 08/20/2024

A. Brooke Muzik
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires 08/20/2024

EXHIBIT E-2

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Subcontractor's (Your) Name:	
Solicitation/Contract No./ Call No. or Project Description:	

SUBCONTRACTOR AFFIDAVIT

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

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

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

Name of Subcontractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: HElix GROUP INC.

Contractor Information:

Primary Contact Person: BROOKE MUZIK

Title: Project Administrator Telephone Number: 470 · 491 · 4500

Secondary Contact Person: COLEEN PHILLIPS

Title: CEO Telephone Number: 470 · 491 · 4500

Address: 1375 DAWKIN Ind Blvd

City / State / Zip: FAIRBURN GA 30213

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: admin@helixgroupinc.com

Federal Employee ID Number (FEIN): 83-0805119

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix GROUP INC.

CONTACT PERSON: BROOKE MIZIK

ADDRESS: 1375 OAKLEY INDUSTRIAL BLVD

CITY: FAIRBURN STATE: GA ZIP: 30213

PHONE: 470-491-4500 FAX: 470-491-4514

EMAIL ADDRESS: admin@helixgroupinc.com

Colleen Phillips 2/1/2022

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #2 FORM UPDATED BID PROPOSAL FORM – EXHIBIT B

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix Group Inc.
CONTACT PERSON: BROOKE MURKIN
ADDRESS: 1375 Oakley Industrial Blvd
CITY: Fairburn STATE: GA ZIP: 30213
PHONE: 470-491-4500 FAX: 470-491-4514
EMAIL ADDRESS: admin@helixgroupinc.com

Coleman 2/11/2022
SIGNATURE DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #3 FORM UPDATED UTILITY PLANS 1/19/2022

ITB #2022-001

Fitzgerald Park Infrastructure

Upon receipt, please print and add to your proposal

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

COMPANY NAME: Helix Group Inc.

CONTACT PERSON: Brooke Muzik

ADDRESS: 1375 Galloway Industrial Blvd

CITY: Fairburn STATE: GA ZIP: 30213

PHONE: 470-491-4500 FAX: 470-491-4514

EMAIL ADDRESS: admin@helixgroupinc.com

Coleen Williams 2/1/2022

SIGNATURE

DATE



AIA Document A312™ – 2010

Performance Bond

Bond No. BD7901068871

CONTRACTOR:

(Name, legal status and address)

Helix Group, Inc.

1375 Oakley Industrial Blvd

Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des

Moines, IA 50391-2007

OWNER:

(Name, legal status and address)

City of Tucker

1975 Lakeside Parkway Suite 350

Tucker, GA 30084

CONSTRUCTION CONTRACT

Date:

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Description:

(Name and location)

ITB 2022-001 - Fitzgerald Park Utilities

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: Colleen Phillips

Name and Title: Colleen Phillips
CEO

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

Signature:

Name and Title:

Edward Mooney,
Attorney-In-Fact

(Corporate Seal)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

1 Concourse Pkwy NE Ste 700

Atlanta, GA 30328

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(3B9ADA38)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

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User Notes:

(3B9ADA38)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____

Name and Title: _____
Address: _____

SURETY

Company: _____
Signature: _____

Name and Title: _____
Address: _____

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. BD7901068871

CONTRACTOR:

(Name, legal status and address)

Helix Group, Inc.
1375 Oakley Industrial Blvd
Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
1100 Locust Street, Dept 2007, Des
Moines, IA 50391-2007

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$ 583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Description:

(Name and location)

ITB 2022-001 - Fitzgerald Park Utilities

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$583,355.55 (Five Hundred Eighty Three Thousand Three Hundred Fifty Five and 55/100ths)

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

Signature:

Name and

Title:

Edward Mooney,
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

1 Concourse Pkwy NE Ste 700

Atlanta, GA 30328

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

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User Notes:

(3B9ADA40)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes:

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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Init.

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User Notes:

(3B9ADA40)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD P MOONEY, ROBERT C WYNNE, JOSEPH R WILLIAMS, ANNETTE WISONG,
KATHRYN KLEINSCHMIDT, SARAH HACOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

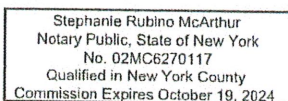


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of _____, _____.



Assistant Secretary



MEMO

To: Honorable Mayor and City Council Members
From: Tami Hanlin, City Manager
CC: Beverly Ragland, Finance Director
By: Rip Robertson, Director, Parks & Recreation
Date: April 10, 2023
RE: Fitzgerald Park Change Order 3 – Rock and Material Charge - Justification

In preparation of the Fitzgerald Park project, we performed several test drills to attempt to determine amounts of rock within the project area. As the project progressed, the contractor hit far more rock than anticipated and removed saturated soil that was unusable and was required to remove and replace that soil. The contractor and consultant made several attempts to avoid certain areas but due to existing structures and the need to provide infrastructure for them, were unable to avoid a considerable amount. The Helix Group has done an excellent job on this project and has performed well, despite material shortage delays, weather and issues with rock and soil.

This project is vital to the entire park renovations and upgrades. This project was designed to provide water and sewer to all levels and structures within the park.

PROPOSAL

Helix Group Inc
30 Industrial Way
Zebulon G.A 30295
(470) 491-4500

3/27/2023

QUOTE Rip Robertson
TO CITY OF TUCKER
4877 LAWRENCEVILLE HWY.
TUCKER, GA 30084

JOB	LOCATION	START DATE
- FITZGERALD PARK	TUCKER, GA	TBD

	QUANTITY	UNIT PRICE	TOTAL:
MOVE AND BURY ROCK	1	\$4322.00	
GRADE OUT EXISTING SPOILS	1	\$6904.50	
PERMANENT HYDRO SEED AND STRAW	1	\$3248.75	
TOTAL:			\$14,475.25

Scope:

Move and Bury rock, grade out the existing spoil heaps throughout the roadway and field area left of field 3. Permanent hydroseed and straw in field .

Exclusions & Clarification:

Per owners request after final grading is complete leave the existing silt, fence in place for phase 2 construction.



Invoice

Invoice Number
21692
Invoice Date
3/2/2023

Bill To: City of Tucker
1975 Lakeside Pkwy
Suite 350
Tucker, GA 30084

Our Job No	Job Description	Customer PO	Payment Terms	Due Date
22-112	Fitzgerald Park Infrastructure		Net 30 Days	4/1/2023
Description				Price
HAMMER AND REMOVAL OF TRENCH ROCK 136 CY @ 200				27,200.00
HAMMER RENTAL				23,636.40

Subtotal	\$	50,836.40
Retention Held	\$	0.00
Total Due	\$	50,836.40



MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks & Recreation
CC: Tami Hanlin, City Manager
Date: March 27, 2023
RE: Memo for Consideration of approval for Fitzgerald Park Sports Field Lighting

Description for on Agenda:

Consideration of approval for Fitzgerald Park Sports Field Lighting

Issue:

The City of Tucker acquired Fitzgerald Park in 2019 and committed to renovations and upgrades to the park as part of the acquisition. We have recently completed the replacement of the water and sewer system and will now move forward with the next phase of renovation. As we move through the process, we are attempting to minimize disrupting existing youth athletic programs in the park. As part of this, we will try to complete some renovations concurrently. This includes the installation/replacement of field lighting on fields 1, 2 and 4.

Recommendation:

Staff recommends awarding the Fitzgerald Park sports field lighting project to MUSCO, INC. in the amount of \$889,500.00. This is a national contract, competitively bid through Sourcewell. We have used this process for previous lighting projects.

Background:

We continue to make improvements to our parks and athletic fields and this addition of MUSCO lighting at Fitzgerald Park will increase play and programming with league play, tournaments and possible rentals. We have MUSCO lighting systems on our existing fields and tennis courts and this system adheres to the “dark skies” program which limits the amount of light spillage from the field surface and provides additional protection to the surrounding neighborhoods.

There is currently an 8-week delivery schedule for the lighting system and an additional 4 – 6-week installation schedule. We hope to complete this installation and, depending on accessibility, have some use of this field for the upcoming football season.

There are other aspects to be considered and coordinated to maximize the use of the park and at the same time minimize the interruption of programming. This current phase will include the new turf field, repaving all drives and parking, expanding parking areas, sidewalk, curb and gutter, upgraded and new facilities, and all necessary demolition.

We will bring additional contracts for the continuation of the revocation project over the next several months.

Summary:

We are utilizing a state bid contract, SourceWell, for both the lighting system and installation. This is a process we have used previously with US Communities and Gordian. The system provides competitive bid pricing structure for state and national projects. MUSCO is the national leader in sports lighting and allows remote scheduling and helps control costs, avoid late night disturbances, and provides light levels that adhere to the “dark skies” program for spillage.

Financial Impact:

This project is funded through multiple FY’s with both SPLOST and CIP. The specific projects: SP# 2108, 2206, & 2307, and PR# 2010 & 2204. This project is within the projected budget.

Date: March 13, 2023
To: Rip Robertson
City of Tucker, Director

Project: Fitzgerald Park Football & Baseball Fields
Tucker, GA
Ref: 198988

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

(1) Baseball Field 280'x280'x280 (50/30FC), (1) Football Field 360' x 180' (50FC) & (1) Football Field 360' x 180' (30FC) \$ 889,500

*Bonding of the equipment is not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 14 Pre-cast concrete bases with integrated lightning grounding
- 14 Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- 96 Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

See attached scope of work



Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = IBC 2018, 110 MPH wind speed, Risk Factor II, Category C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rob Staples
Georgia Sales Representative
Musco Sports Lighting, LLC
Phone: 706.870.2177
E-mail: rob.staples@musco.com



Fitzgerald Park Baseball & Football Fields Tucker, GA Light-Structure System Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact local agencies for locating public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.



Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 10 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 10 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service as required.
2. Provide labor, materials, and equipment to install conduit and conductors for field lighting and parking area lighting.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.





MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Bid Award for Right of Way Acquisition Services

Description for on Agenda:

Bid Award for Right of Way Acquisition Services – Mountain Industrial Blvd @ Hugh Howell Rd

Issue:

Right of way acquisition services for the to provide title opinions, appraisal and valuation reports, right of way negotiations, and closing packages for the acquisition of right of way / easements for seven (7) parcels required for the Mountain Industrial Boulevard @ Hugh Howell Road Intersection Improvement Project.

Recommendation:

Staff recommends that the bid be awarded to Johnson, Mirmiran & Thompson, Inc in the amount of \$57,950.

Background:

The intersection improvement for Mountain Industrial Blvd @ Hugh Howell Road is in the final design phase. In order to construct the project, it is necessary to obtain seven construction / driveway easements.

Summary:

Four bids were received:

1. JMT Inc - \$57,950.00
2. THC Inc - \$97,055.00
3. Paragon Partners Consultants, Inc - \$64,050.00
4. ATLAS - \$77,350.00

Financial Impact:

\$57,950 will be funded from the SPLOST Major Projects Account (SP2102, GL #320-4200-54.14000)



CONTRACT AGREEMENT
ITB 2023-011 Right of Way Acquisition Services

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") JOHNSON, MIRMIRAN & THOMPSON, INC. (JMT) located at 300 CHASTAIN CENTER BLVD., SUITE 325, KENNESAW, GA 30144.

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 (ITB) #2023-011** 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 #2023-011**; and

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

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 ITB 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 **\$57,950.00**.

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 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

Contract Term. The Contract between the City and the Contractor shall begin and end upon the completion of the work, 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.

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, contractors 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 herein.

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 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 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 requirements as they apply to:

Equal Employment Opportunity –

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - Cancellation, termination, or suspension of the contract, in whole or in part
1. 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
 2. 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.
 3. 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
 4. 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.

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: JOHNSON, MIRMIRAN & THOMPSON, INC.

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

Attest:

Bonnie Warne, City Clerk (Seal)

Approved as to form:

Ted Baggett, City Attorney

EXHIBIT A – SCOPE OF WORK

City of Tucker Invitation to Bid

ITB# 2023-011 Right of Way Acquisition Services

Purpose

The City of Tucker has completed right of way plans for the intersection improvement of Mountain Industrial Boulevard @ Hugh Howell Road (PI #0015216). The following is the scope of work for this phase of the project:

1. Prepare title opinions to verify ownership and assure clear title.
2. Prepare appraisal reports, sign reports, and specialty valuation reports.
3. Mail an introduction letter to each property owner describing the project and promptly follow up to schedule an initial meeting to discuss parcel impacts and just compensation offer.
4. Present the monetary offer (approved by the City of Tucker) to the property owner and negotiate a settlement.
5. Upon receiving a signed conveyance document or option agreement from property owners, deliver executed option agreements to the City to conduct the closing and record the deed.
6. Submit the final parcel files to the CITY for record retention.

The selected consultant must be a Georgia Department of Transportation Qualified Right of Way Appraiser. All documentation, negotiations, and processes must be in compliance with GDOT and City of Tucker policies and procedures.

Time for Performance shall be within 90 days of issuance of Notice to Proceed.

Payment shall be made in arrears upon satisfactory completion of work.



LOCATION SKETCH (N.T.S.)

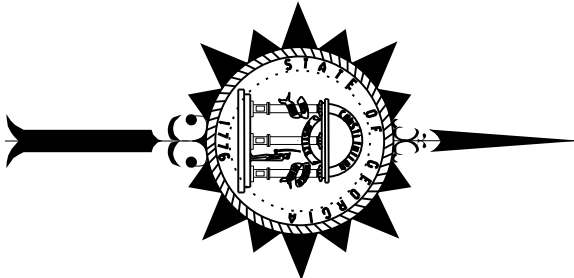
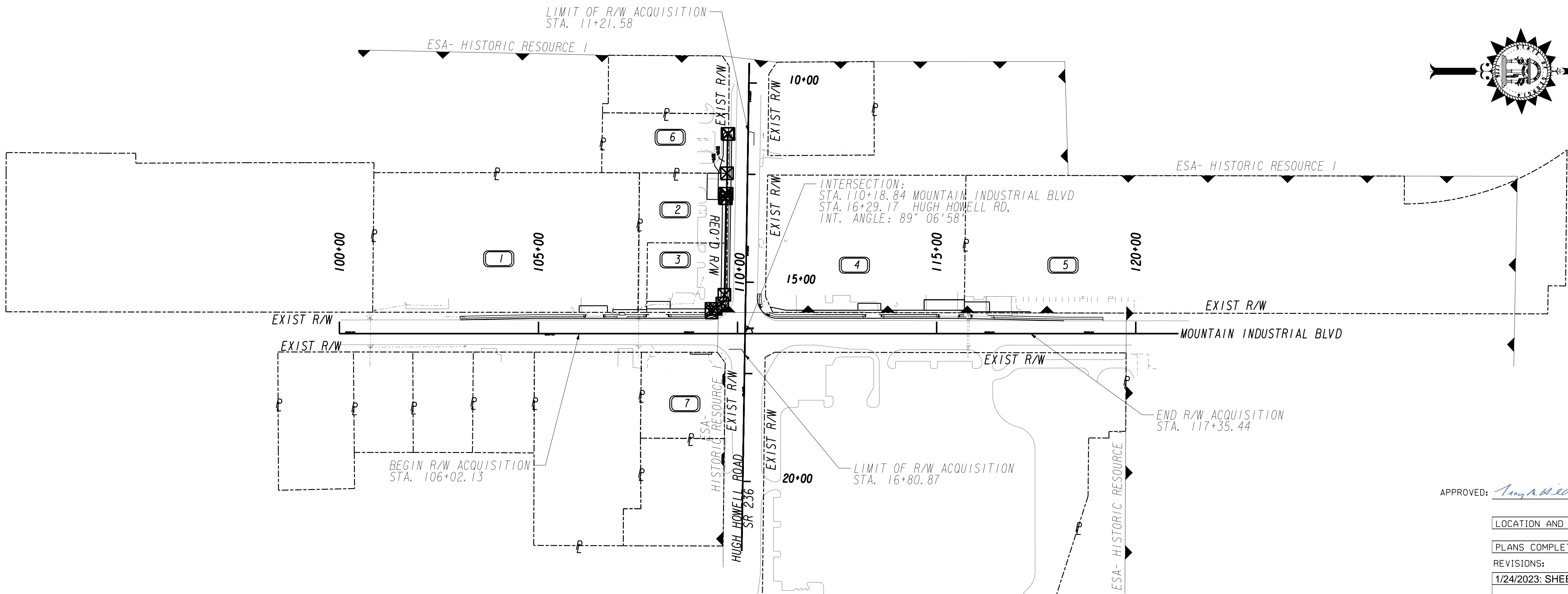
NOTE: THE CO-ORDINATES LISTED ARE 94 ZONE
GRID CO-ORDINATES BASED ON THE GA. STATE PLANE
CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 1983 HARN
VERTICAL DATUM : NAVD 1988

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

RIGHT OF WAY OF PROPOSED INTERSECTION IMPROVEMENTS MOUNTAIN INDUSTRIAL BOULEVARD AT HUGH HOWELL ROAD / SR 236

FEDERAL ROUTE No.: N/A
STATE ROUTE No.: 236
P.I. No.: 0015216

CONVENTIONAL SIGNS	
LAND LOT LINE	-----
PROPERTY LINE	-----
EXISTING	-----
REQUIRED	-----
EXISTING LIMIT OF ACCESS	-----
REQUIRED LIMIT OF ACCESS	-----
EXISTING LIMIT OF ACCESS & R/W	-----
REQUIRED LIMIT OF ACCESS & R/W	-----
R/W MARKERS	-----
FENCE	-----



PLANS PREPARED BY
LOWE ENGINEERS
990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8403

UNDER THE SUPERVISION OF
RICHARD J. MEEHAN
PROJECT MANAGER
LOWE ENGINEERS

APPROVED: *Tracy A. D'Elia* 11/18/2022 DATE

LOCATION AND DESIGN APPROVAL DATE: 09/15/2022

PLANS COMPLETED DATE: 11/07/2022

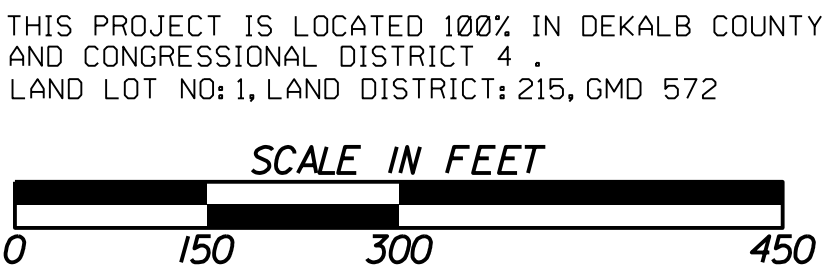
REVISIONS:
1/24/2023: SHEETS 1,3,4,5,6,8

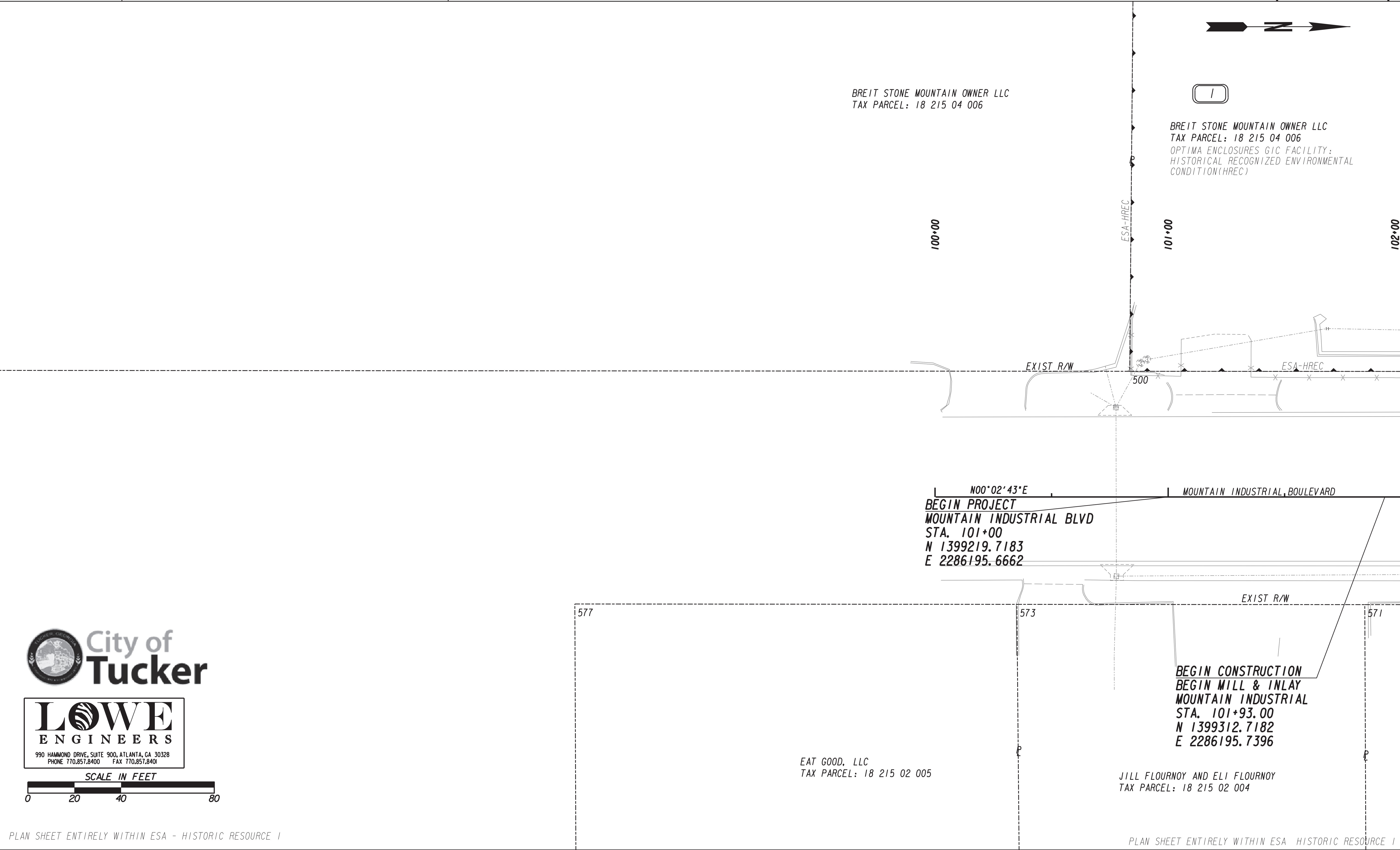
DRAWING No.

60-0001

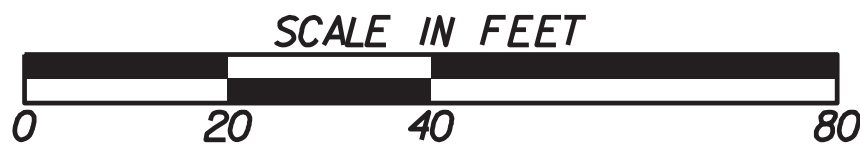
PI 0015216
DEKALB COUNTY

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO.
	MILES
NET LENGTH OF RIGHT OF WAY	0.2146
NET LENGTH OF BRIDGES	0.0000
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF RIGHT OF WAY	0.2146





MATCHLINE STA. 102+00 SEE SHEET 60-0003



PLAN SHEET ENTIRELY WITHIN ESA - HISTORIC RESOURCE 1

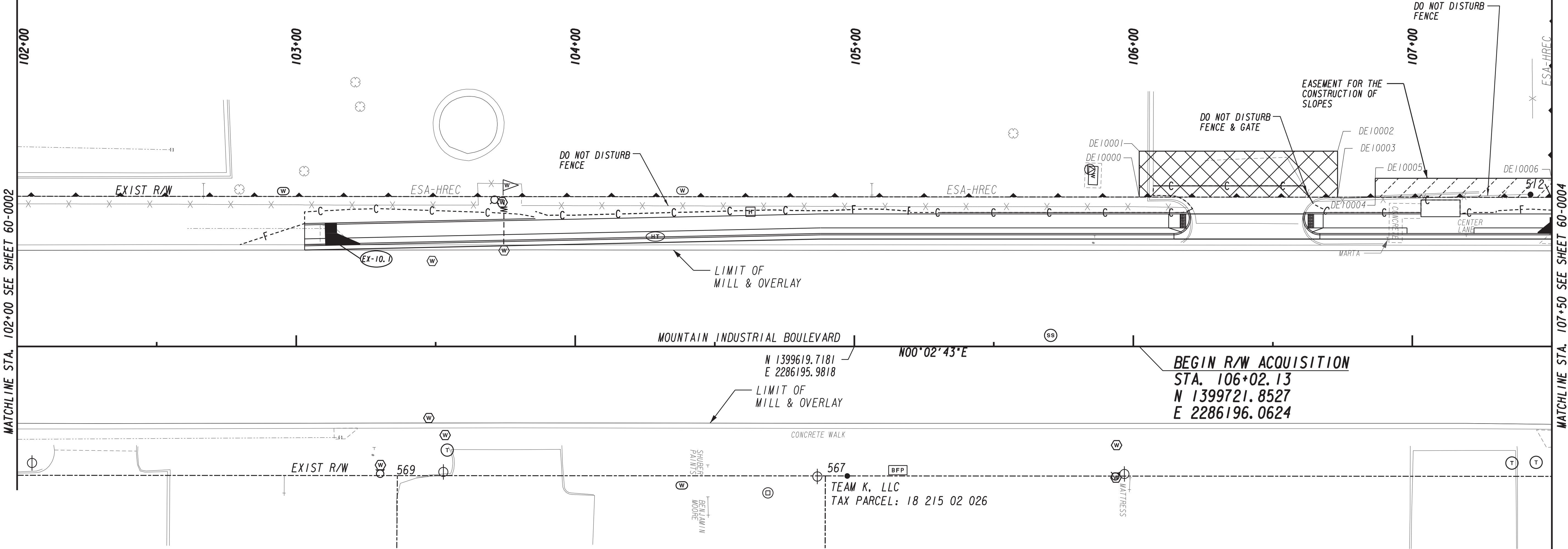
PLAN SHEET ENTIRELY WITHIN ESA HISTORIC RESOURCE 1

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
	-----	END LIMIT OF ACCESS.....ELA					RIGHT OF WAY MAP	
	---C---F---	EXISTING LIMIT OF ACCESS					PROJECT NO:0015216	
		REQ'D LIMIT OF ACCESS					COUNTY: DEKALB	
		EXISTING LIMIT OF ACCESS & R/W					LAND LOT NO:18	
		REQ'D LIMIT OF ACCESS & R/W					LAND DISTRICT:215	
		ORANGE BARRIER FENCE					GMD 572	
	ESA - ENV. SENSITIVE AREA						DATE 11/07/22 SH2 OF7	
							DRAWING No. 60-0002	

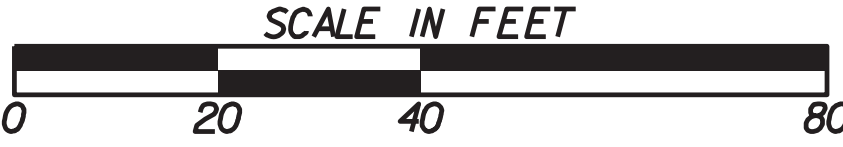
PLAN SHEET ENTIRELY WITHIN ESA - HISTORIC RESOURCE I



1
SUPER STAR INVESTMENTS, LLC
TAX PARCEL: 18 215 04 001
OPTIMA ENCLOSURES GIC FACILITY:
HISTORICAL RECOGNIZED ENVIRONMENTAL CONDITION(HREC)



LOWE
ENGINEERS
990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401



SHACKELFORD INVESTMENTS, LLC
TAX PARCEL: 18 215 02 007

JOAN CECILIA SHUBERT
TAX PARCEL: 18 215 02 008

PAR 1 SUPER STAR INVESTMENTS, LLC
DE200
REQ'D DRWY. ESMT.

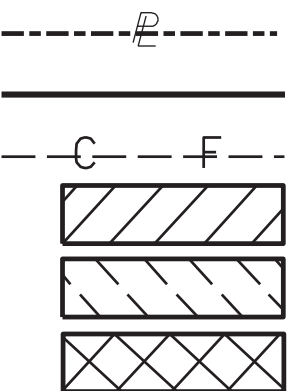
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10000	53.52 L	106+02.13	MOUNTAIN INDUSTRIAL BLVD
DE10001	16.48 L	N 89°57'17.3" W	
DE10002	70.00 L	106+02.13	MOUNTAIN INDUSTRIAL BLVD
DE10003	71.05 L	N 0°02'42.7" E	
DE10004	70.00 L	106+73.18	MOUNTAIN INDUSTRIAL BLVD
DE10005	16.54 L	S 89°57'17.3" E	
DE10006	53.46 L	106+73.18	MOUNTAIN INDUSTRIAL BLVD
DE10000	71.05 L	S 0°05'12.6" W	
DE10000	53.52 L	106+02.13	MOUNTAIN INDUSTRIAL BLVD
REQ'D EASMT	1173.00 SF		
REQ'D EASMT	0.027 ACRES		

PAR 1 SUPER STAR INVESTMENTS, LLC
DE201
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10004	53.45 L	106+86.69	MOUNTAIN INDUSTRIAL BLVD
DE10005	6.80 L	N 89°57'17.3" W	
DE10006	60.26 L	106+86.69	MOUNTAIN INDUSTRIAL BLVD
DE10007	63.20 L	N 0°02'42.7" E	
DE10008	60.26 L	107+49.89	MOUNTAIN INDUSTRIAL BLVD
DE10009	6.85 L	S 89°19'57.7" E	
DE10010	53.41 L	107+49.82	MOUNTAIN INDUSTRIAL BLVD
DE10011	63.13 L	S 0°05'12.6" W	
DE10012	53.45 L	106+86.69	MOUNTAIN INDUSTRIAL BLVD
REQ'D EASMT	431.14 SF		
REQ'D EASMT	0.010 ACRES		

PLAN SHEET ENTIRELY WITHIN ESA- HISTORIC RESOURCE I

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



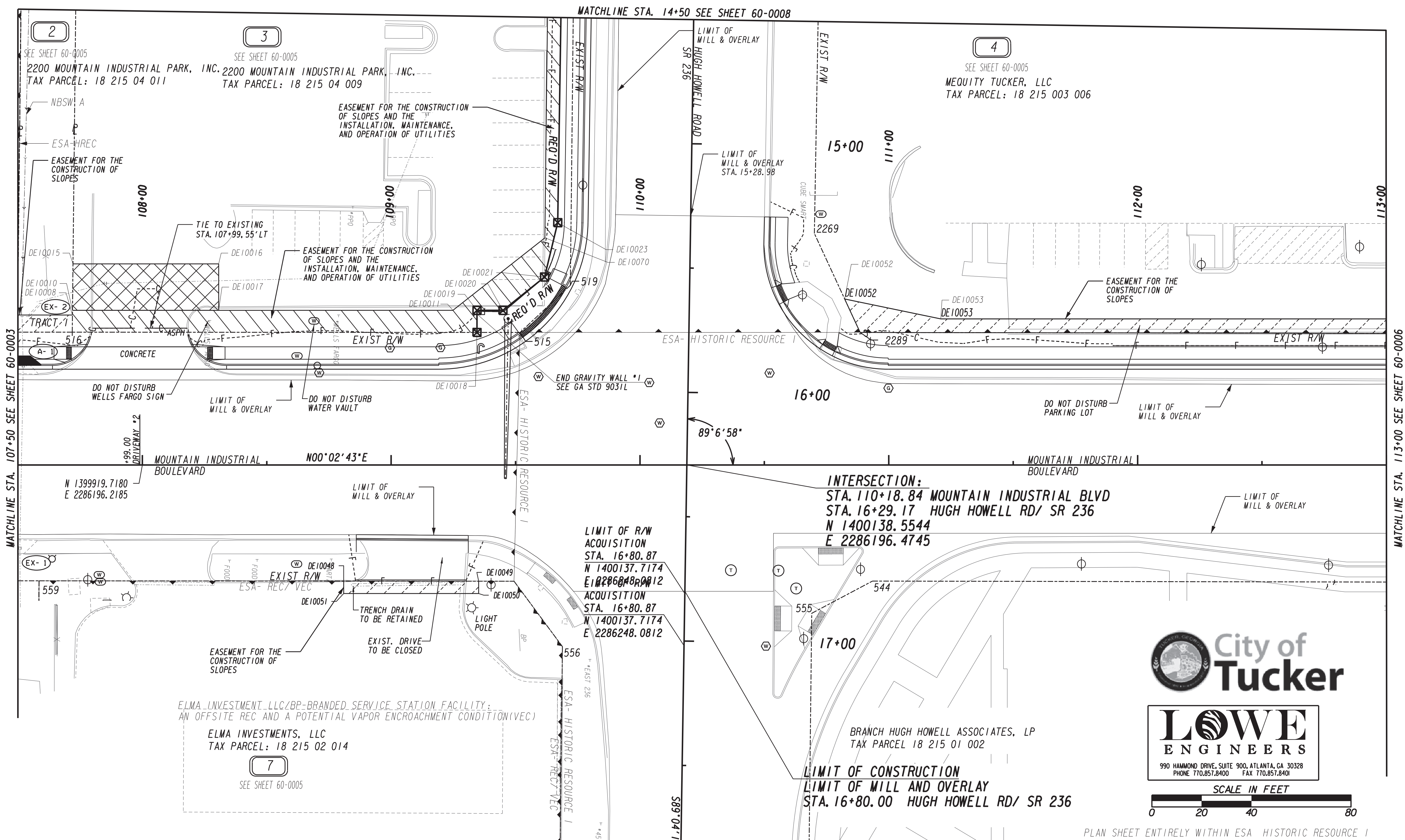
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS
1/24/23	PARCEL 1: ADDED "DO NOT DISTURB FENCE" NOTES AND CHANGED TO TEMPORARY EASEMENT

DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0015216
COUNTY: DEKALB
LAND LOT NO:18
LAND DISTRICT:215
GMD 572
DATE 11/07/22 SH3 OF8

DRAWING No.
60-0003



**City of
Tucker**

**LOWE
ENGINEERS**

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401

SCALE IN FEET

0 20 40 80

PLAN SHEET ENTIRELY WITHIN ESA HISTORIC RESOURCE I

<div>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES</div> <div><div><div>-----E-----</div><div>---C---F---</div><div><div></div><div></div><div></div></div></div><div><div>.....BLA</div><div>.....ELA</div><div>.....</div><div>.....</div><div>.....</div><div>.....</div><div>.....</div></div></div>		<div>DATE</div> <div>1/24/23</div> <div>REVISIONS</div> <div>PARCEL 2: CHANGED TRACT 1 TO TEMPORARY EASEMENT</div> <div>PARCEL 3: ADDED "DO NOT DISTURB" NOTES TO SIGN AND WATER VAULT. REVISED EASEMENT AND LABEL.</div> <div>PARCEL 4: ADDED "DO NOT DISTURB PARKING LOT" NOTE. CHANGED EASEMENT TO TEMPORARY EASEMENT, ADDED PARKING STRIPING</div>		<div>DATE</div> <div>1/24/23</div> <div>REVISIONS</div> <div>PARCEL 7: ADDED "DRIVE TO BE CLOSED" AND "TRENCH DRAIN TO BE RETAINED" NOTES. CHANGED EASEMENT TO TEMPORARY EASEMENT.</div>		<div>STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION</div> <div>RIGHT OF WAY MAP</div> <div>PROJECT NO:0015216 COUNTY: DEKALB LAND LOT NO:18 LAND DISTRICT:215 GMD 572 DATE 11/07/22 SH4 0F8</div>	
						<div>DRAWING No.</div> <div>60-0004</div>	

PAR 2 2200 MT. INDUSTRIAL PARK, INC PESMT (TRACT 1)
DE202
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
512	53.41 L	107+49.82	MOUNTAIN INDUSTRIAL BLVD
	6.85	N 89°19'57.7° W	
DE10006	60.26 L	107+49.89	MOUNTAIN INDUSTRIAL BLVD
	22.00	N 0°02'42.7° E	
DE10008	60.26 L	107+71.89	MOUNTAIN INDUSTRIAL BLVD
	6.87	S 89°19'56.0° E	
516	53.39 L	107+71.82	MOUNTAIN INDUSTRIAL BLVD
	22.00	S 0°05'12.6° W	
512	53.41 L	107+49.82	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 150.85	SF	
REQD EASMT	= 0.003	ACRES	

PAR 3 2200 MT. INDUSTRIAL PARK, INC
DE203
REQ'D DWMY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10010	62.14 L	107+71.91	MOUNTAIN INDUSTRIAL BLVD
	18.68	N 89°19'56.0° W	
DE10015	80.82 L	107+72.11	MOUNTAIN INDUSTRIAL BLVD
	58.55	N 0°02'42.7° E	
DE10016	80.82 L	108+30.67	MOUNTAIN INDUSTRIAL BLVD
	18.68	S 89°57'17.3° E	
DE10017	62.14 L	108+30.67	MOUNTAIN INDUSTRIAL BLVD
	58.75	S 0°02'42.7° W	
DE10010	62.14 L	107+71.91	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 1095.42	SF	
REQD EASMT	= 0.025	ACRES	

PAR 3 2200 MT. INDUSTRIAL PARK, INC- REQD R/W
DE204
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
519	47.92 R	15+57.65	HUGH HOWELL RD/ SR 236
	27.73	S 43°09'33.7° E	
515	53.26 L	109+51.81	MOUNTAIN INDUSTRIAL BLVD
	17.32	S 0°05'12.6° W	
DE10018	53.27 L	109+34.49	MOUNTAIN INDUSTRIAL BLVD
	8.87	N 89°54'47.4° W	
DE10019	62.14 L	109+34.50	MOUNTAIN INDUSTRIAL BLVD
	10.44	N 0°02'42.7° E	
DE10020	62.14 L	109+44.94	MOUNTAIN INDUSTRIAL BLVD
	21.42	N 38°40'55.2° W	
DE10021	58.34 R	15+54.52	HUGH HOWELL RD/ SR 236
	22.51	N 76°18'27.3° W	
DE10023	53.37 R	15+32.56	HUGH HOWELL RD/ SR 236
	129.86	N 89°04'09.2° W	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	4.74	N 0°19'02.1° E	
518	48.63 R	14+02.65	HUGH HOWELL RD/ SR 236
	155.00	S 89°19'58.3° E	
519	47.92 R	15+57.65	HUGH HOWELL RD/ SR 236
REQD R/W	= 1219.13	SF	
REQD R/W	= 0.028	ACRES	
REMAINDER	= +/- 0.772	ACRES	

PAR 3 2200 MT. INDUSTRIAL PARK, INC
DE205
EASMT. FOR CONST. AND MAINT. OF SLOPE & CONST., MAINT. & OPERATION OF UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10018	53.27 L	109+34.49	MOUNTAIN INDUSTRIAL BLVD
	162.68	S 0°05'12.6° W	
516	53.39 L	107+71.82	MOUNTAIN INDUSTRIAL BLVD
	8.75	N 89°19'56.0° W	
DE10010	62.14 L	107+71.91	MOUNTAIN INDUSTRIAL BLVD
	152.93	N 0°02'42.7° E	
DE10011	62.14 L	109+24.84	MOUNTAIN INDUSTRIAL BLVD
	47.06	N 38°15'26.4° W	
DE10070	58.47 R	15+38.75	HUGH HOWELL RD/ SR 236
	135.99	N 89°16'03.6° W	
DE10071	58.94 R	14+02.76	HUGH HOWELL RD/ SR 236
	5.57	N 0°19'02.1° E	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	129.86	S 89°04'09.2° E	
DE10023	53.37 R	15+32.56	HUGH HOWELL RD/ SR 236
	22.51	S 76°18'27.3° E	
DE10021	58.34 R	15+54.52	HUGH HOWELL RD/ SR 236
	21.42	S 38°40'55.2° E	
DE10020	62.14 L	109+44.94	MOUNTAIN INDUSTRIAL BLVD
	10.44	S 0°02'42.7° W	
DE10019	62.14 L	109+34.50	MOUNTAIN INDUSTRIAL BLVD
	8.87	S 89°54'47.4° E	
DE10018	53.27 L	109+34.49	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 2607.17	SF	
REQD EASMT	= 0.060	ACRES	

PAR 4 MEQUITY TUCKER, LLC- PESMT
DE212
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2289	53.30 L	110+88.47	MOUNTAIN INDUSTRIAL
	14.79	S 65°14'43.2° W	
DE10052	66.73 L	110+82.27	MOUNTAIN INDUSTRIAL
	39.44	N 11°44'57.4° E	
DE10053	58.73 L	111+20.89	MOUNTAIN INDUSTRIAL
	448.63	N 0°02'42.7° E	
DE10054	58.73 L	115+69.53	MOUNTAIN INDUSTRIAL
	6.31	S 89°17'39.4° E	
536	52.42 L	115+69.45	MOUNTAIN INDUSTRIAL
	480.98	S 0°09'01.7° W	
2289	53.30 L	110+88.47	MOUNTAIN INDUSTRIAL
REQD EASMT	= 2969.00	SF	
REQD EASMT	= 0.068	ACRES	

PAR 7 ELMA INVESTMENTS, LLC- PESMT
DE211
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10051	51.69 R	108+80.95	MOUNTAIN INDUSTRIAL
	5.00	N 89°57'17.3° W	
DE10048	46.69 R	108+80.95	MOUNTAIN INDUSTRIAL
	54.23	N 0°02'54.2° E	
DE10049	46.69 R	109+35.18	MOUNTAIN INDUSTRIAL
	5.00	S 89°57'17.3° E	
DE10050	51.69 R	109+35.18	MOUNTAIN INDUSTRIAL
	54.23	S 0°02'54.2° W	
DE10051	51.69 R	108+80.95	MOUNTAIN INDUSTRIAL
REQD EASMT	= 271.16	SF	
REQD EASMT	= 0.006	ACRES	



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	<div>-----E-----</div> <div>-----C-----F-----</div> <div><div></div><div></div><div></div></div>	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	<div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div></div>	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
				1/24/23	PARCEL 2: CHANGED TO TEMPORARY EASEMENT			RIGHT OF WAY MAP	
					PARCEL 3: REVISED EASEMENT AND LABEL			PROJECT NO:0015216 COUNTY : DEKALB	
					PARCEL 4: CHANGED TO TEMPORARY EASEMENT			LAND LOT NO:18	
					PARCEL 7: CHANGED TO TEMPORARY EASEMENT			LAND DISTRICT:215	
7/31/2015 GRWPLN									
								GMD 572	
								DATE 11/07/22 SH4 OF8	
								DRAWING No.	
								60-0005	

PAR 4 MEQUITY TUCKER, LLC- DWESMT (TRACT 1)
DE213
REQ'D DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
DE10058	58.73 L	113+02.26	MOUNTAIN INDUSTRIAL BLVD
	17.40	N 89°57'17.3" W	
DE10059	76.13 L	113+02.26	MOUNTAIN INDUSTRIAL BLVD
	57.56	N 0°02'42.7" E	
DE10060	76.13 L	113+59.82	MOUNTAIN INDUSTRIAL BLVD
	17.40	S 89°57'17.3" E	
DE10061	58.73 L	113+59.82	MOUNTAIN INDUSTRIAL BLVD
	57.56	S 0°02'42.7" W	
DE10058	58.73 L	113+02.26	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 1001.57	SF	
REQD EASMT	= 0.023	ACRES	

4

MEQUITY TUCKER, LLC
TAX PARCEL: 18 215 003 006

PAR 4 MEQUITY TUCKER, LLC-DWESMT (TRACT 2)
DE214
REQ'D DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
DE10062	58.73 L	114+68.56	MOUNTAIN INDUSTRIAL BLVD
	26.32	N 89°57'17.3" W	
DE10063	85.04 L	114+68.56	MOUNTAIN INDUSTRIAL BLVD
	101.27	N 0°02'42.7" E	
DE10064	85.04 L	115+69.83	MOUNTAIN INDUSTRIAL BLVD
	26.32	S 89°17'39.4" E	
DE10054	58.73 L	115+69.53	MOUNTAIN INDUSTRIAL BLVD
	100.96	S 0°02'42.7" W	
DE10062	58.73 L	114+68.56	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 2661.08	SF	
REQD EASMT	= 0.061	ACRES	

5

LANE LIMITED
TAX PARCEL: 18 215 03 002

PAR 5 LANE LIMITED
DE216
REQ'D DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
536	52.42 L	115+69.45	MOUNTAIN INDUSTRIAL BLVD
	6.31	N 89°17'39.4" W	
DE10054	58.73 L	115+69.53	MOUNTAIN INDUSTRIAL BLVD
	20.95	N 89°17'39.4" W	
DE10065	79.68 L	115+69.77	MOUNTAIN INDUSTRIAL BLVD
	62.98	N 0°02'42.7" E	
DE10066	79.68 L	116+32.74	MOUNTAIN INDUSTRIAL BLVD
	27.38	S 89°57'17.3" E	
DE10078	52.30 L	116+32.74	MOUNTAIN INDUSTRIAL BLVD
	63.29	S 0°09'01.7" W	
536	52.42 L	115+69.45	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 1724.87	SF	
REQD EASMT	= 0.040	ACRES	

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

-----E-----

---C---F---

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

EXISTING LIMIT OF ACCESS

REQ'D LIMIT OF ACCESS

EXISTING LIMIT OF ACCESS & R/W

REQ'D LIMIT OF ACCESS & R/W

ORANGE BARRIER FENCE

ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
1/24/23	PARCEL 4: CHANGED TO TEMPORARY EASEMENT, ADDED "DO NOT DISTURB", WATER VAULT & PARKING NOTES, ADDED PARKING STRIPING.		
	PARCEL 5: REMOVED SLOPE EASEMENT, REVISED DRIVEWAY EASEMENT, ADDED "DO NOT DISTURB", WATER VAULT & SIGN NOTES.		

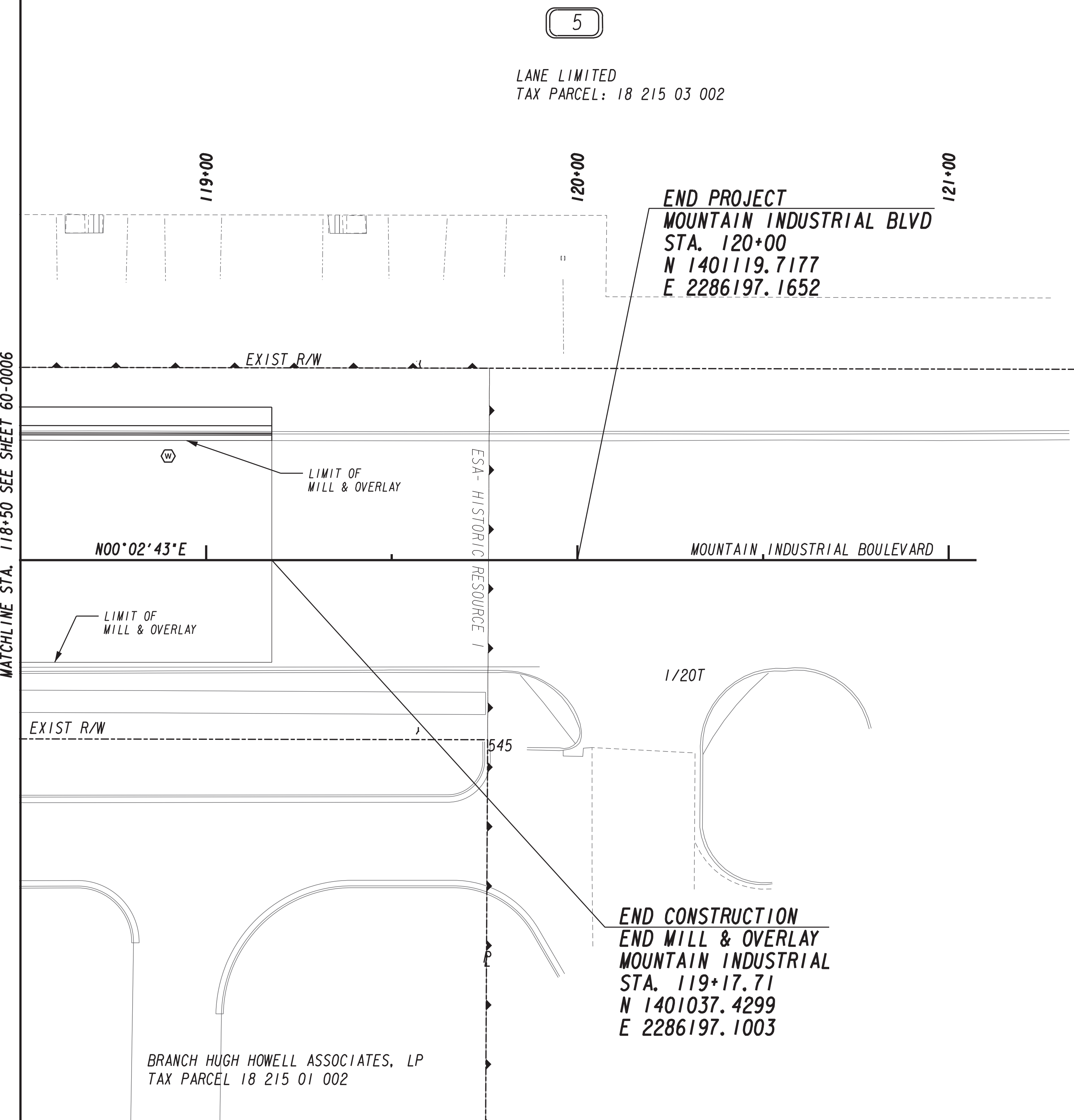
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0015216
COUNTY: DEKALB
LAND LOT NO:18
LAND DISTRICT:215
GMD 572
DATE 11/07/22 SH6 0F8

DRAWING No.
60-0006

7/31/2015 GRWPLN

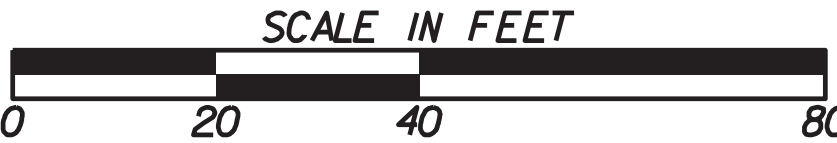
Page 300 of 435

PLAN SHEET ENTIRELY WITHIN ESA HISTORIC RESOURCE 1



LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401



<div>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES</div> <div><div><div>-----E-----</div><div>---C---F---</div><div></div><div></div><div></div></div><div><div>BEGIN LIMIT OF ACCESS.....BLA</div><div>END LIMIT OF ACCESS.....ELA</div><div>EXISTING LIMIT OF ACCESS</div><div>REQ'D LIMIT OF ACCESS</div><div>EXISTING LIMIT OF ACCESS & R/W</div><div>REQ'D LIMIT OF ACCESS & R/W</div><div>ORANGE BARRIER FENCE</div><div>ESA - ENV. SENSITIVE AREA</div></div></div>	<div>DATE</div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div>REVISIONS</div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div>DATE</div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div>REVISIONS</div> <div></div> <div></div> <div></div> <div></div> <div></div>	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
					RIGHT OF WAY MAP	
					PROJECT NO:0015216	
					COUNTY: DEKALB	
					LAND LOT NO:18	
					LAND DISTRICT:215	
<div>7/31/2015 GRWPLN</div>					GMD 572	DATE 11/07/22 SH7 0F8

DRAWING No.

60-0007

PAR 2 2200 MT. INDUSTRIAL PARK, INC-REQD R/W
DE206
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	2.27	N 0°19'02.0" E	
520	49.43 R	12+27.36	HUGH HOWELL RD/ SR 236
	175.30	S 89°19'58.3" E	
518	48.63 R	14+02.65	HUGH HOWELL RD/ SR 236
	4.74	S 0°19'02.1" W	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	112.63	N 89°04'15.6" W	
DE10034	53.37 R	12+90.08	HUGH HOWELL RD/ SR 236
	2.80	S 0°55'45.1" W	
DE10035	56.17 R	12+90.08	HUGH HOWELL RD/ SR 236
	11.21	N 89°04'14.9" W	
DE10036	56.17 R	12+78.87	HUGH HOWELL RD/ SR 236
	4.47	N 0°55'45.1" E	
DE10037	51.70 R	12+78.87	HUGH HOWELL RD/ SR 236
	51.49	N 89°04'14.9" W	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
REQD R/W	= 706.54	SF	
REQD R/W	= 0.016	ACRES	
REMAINDER	= +/- 0.974	ACRES	

PAR 2 2200 MT. INDUSTRIAL PARK, INC- (TRACT 2)
DE207
EASMT. FOR CONST. AND MAINT. OF SLOPE & CONST., MAINT. & OPERATION OF UTILITIES

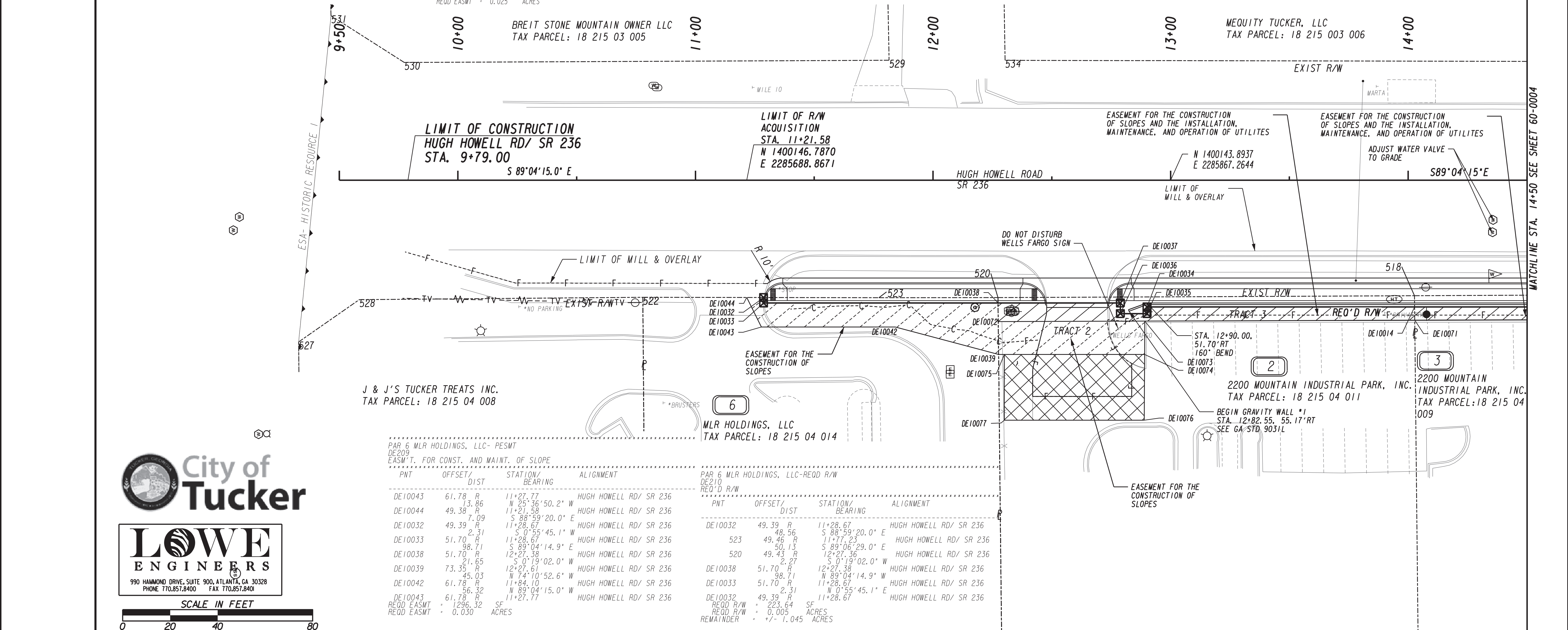
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
	7.84	N 0°19'02.0" E	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	51.49	S 89°04'14.9" E	
DE10037	51.70 R	12+78.87	HUGH HOWELL RD/ SR 236
	4.47	S 0°55'45.1" W	
DE10036	56.17 R	12+78.87	HUGH HOWELL RD/ SR 236
	11.21	S 89°04'14.9" E	
DE10035	56.17 R	12+90.08	HUGH HOWELL RD/ SR 236
	2.80	N 0°55'45.1" E	
DE10034	53.37 R	12+90.08	HUGH HOWELL RD/ SR 236
	112.63	S 89°04'15.6" E	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	5.57	S 0°19'02.1" W	
DE10071	58.94 R	14+02.76	HUGH HOWELL RD/ SR 236
	175.30	N 89°16'03.6" W	
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
REQD EASMT	= 1083.57	SF	
REQD EASMT	= 0.025	ACRES	

PAR 2 2200 MT. INDUSTRIAL PARK, INC
DE208
REQ'D DRWY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10075	73.35 R	12+30.00	HUGH HOWELL RD/ SR 236
	59.06	S 89°04'14.9" E	
DE10074	73.35 R	12+89.06	HUGH HOWELL RD/ SR 236
	27.68	S 1°13'40.7" W	
DE10076	101.03 R	12+88.91	HUGH HOWELL RD/ SR 236
	58.91	N 89°04'14.9" W	
DE10077	101.03 R	12+30.00	HUGH HOWELL RD/ SR 236
	27.68	N 0°55'45.0" E	
DE10075	73.35 R	12+30.00	HUGH HOWELL RD/ SR 236
REQD EASMT	= 1632.61	SF	
REQD EASMT	= 0.037	ACRES	

PAR 2 2200 MT. INDUSTRIAL PARK, INC- (TRACT 3)
DE217
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
	61.67	S 89°16'03.6" E	
DE10073	59.33 R	12+89.13	HUGH HOWELL RD/ SR 236
	14.03	S 1°13'40.7" W	
DE10074	73.35 R	12+89.06	HUGH HOWELL RD/ SR 236
	61.45	N 89°04'14.9" W	
DE10039	73.35 R	12+27.61	HUGH HOWELL RD/ SR 236
	13.81	N 0°19'02.0" E	
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
REQD EASMT	= 856.89	SF	
REQD EASMT	= 0.020	ACRES	



City of
Tucker

LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401

SCALE IN FEET

0 20 40 80

PAR 6 MLR HOLDINGS, LLC- PESMT
DE209
EASMT. FOR CONST. AND MAINT. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10043	61.78 R	11+27.77	HUGH HOWELL RD/ SR 236
	13.86	N 25°36'50.2" W	
DE10044	49.38 R	11+21.58	HUGH HOWELL RD/ SR 236
	7.09	S 88°59'20.0" E	
DE10032	49.39 R	11+28.67	HUGH HOWELL RD/ SR 236
	2.31	S 0°55'45.1" W	
DE10033	51.70 R	11+28.67	HUGH HOWELL RD/ SR 236
	98.71	S 89°04'14.9" E	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	21.65	S 0°19'02.0" W	
DE10039	73.35 R	12+27.61	HUGH HOWELL RD/ SR 236
	45.03	N 74°10'52.6" W	
DE10042	61.78 R	11+84.10	HUGH HOWELL RD/ SR 236
	56.32	N 89°04'15.0" W	
DE10043	61.78 R	11+27.77	HUGH HOWELL RD/ SR 236
REQD EASMT	= 1286.32	SF	
REQD R/W	= 0.030	ACRES	
REQD EASMT	= 0.030	ACRES	

PAR 6 MLR HOLDINGS, LLC-REQD R/W
DE210
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10032	49.39 R	11+28.67	HUGH HOWELL RD/ SR 236
	48.56	S 88°59'20.0" E	
523	49.46 R	11+77.23	HUGH HOWELL RD/ SR 236
	50.13	S 89°06'29.0" E	
520	49.43 R	12+27.36	HUGH HOWELL RD/ SR 236
	2.27	S 0°19'02.0" W	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	98.71	N 89°04'14.9" W	
DE10033	51.70 R	11+28.67	HUGH HOWELL RD/ SR 236
	2.31	N 0°55'45.1" E	
DE10032	49.39 R	11+28.67	HUGH HOWELL RD/ SR 236
REQD R/W	= 223.64	SF	
REQD R/W	= 0.005	ACRES	
REMAINDER	= +/- 1.045	ACRES	

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

-----E-----
-C-F-

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
1/24/23	PARCEL 2: REVISED PERMANENT EASEMENT & LABEL, ADDED		
	TRACT 3 CONSTR EASEMENT, REVISED DRIVEWAY ESMT, ADDED		
	DO NOT DISTURB SIGN NOTES		
	PARCEL 3: REVISED PERMANENT EASEMENT & LABEL		
	PARCEL 6: CHANGED TO TEMPORARY EASEMENT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO:0015216
COUNTY: DEKALB
LAND LOT NO:18
LAND DISTRICT:215
GMD 572
DATE 11/07/22 SH8 OF8

DRAWING No.
60-0008

EXHIBIT B – UNIT PRICE COST PROPOSAL

City of Tucker Invitation to Bid

ITB# 2023-011 Right of Way Acquisition Services

LINE	DESCRIPTION	QUANTITY	Per Parcel PRICE	AMOUNT
1	Title Search & Certificate	7	\$1,350	\$9,450
2	Appraisal Report	7	388C - \$2,250 X 3 388N - \$4,500 X 3	\$6,750 \$13,500
3	Detailed ROW Cost Estimate	1	\$6,500	\$6,500
4	Parcel Negotiation	7	Drive Esmt. Only - \$1,500 X 1 FMV Offer - \$2,500 X 6	\$1,500 \$15,000
5	Closing Packet Preparation	7	\$750	\$5,250
			TOTAL \$	\$57,950

Company Name: Johnson, Mirmiran & Thompson, Inc. (JMT)

Address: 300 Chastain Center Blvd., Suite 325, Kennesaw, GA 30144

Contact Person: Troy Hill

Phone Number: 770-710-2075

Email Address: thill2@jmt.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.

Form

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

Request for Taxpayer Identification Number and Certification

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

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

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.

Johnson, Mirmiran & Thompson, 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.

40 Wight Ave

6 City, state, and ZIP code

Hunt Valley, MD 21030

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

____ - ____ - ____

or

Employer identification number

5 2 - 0 9 6 3 5 3 1

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 ►

Sharon Scholz

Date ►

1/1/2023

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622		CONTACT NAME: Certificate Administrator PHONE (A/C, No, Ext): 443-798-7499 E-MAIL ADDRESS: bw2.bsd.certs@ajg.com		FAX (A/C, No): 443-798-7290
INSURED Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030		37715		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Continental Insurance Company		35289
		INSURER C:		
		INSURER D:		
INSURER E:				
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 2043423713

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO017137408	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP017137508	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 RETENTION \$			6011444526	9/1/2022	9/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC0017137809	9/1/2022	9/1/2023	<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

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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-2

CERTIFICATE OF LIABILITY INSURANCE

JOHNMIR-02

KGODWIN

DATE (MM/DD/YYYY)

3/16/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Berkshire Hathaway Specialty Insurance Company
	NAIC # 22276
INSURED Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			42-EPP-325285-01	12/1/2022	12/1/2023	Per Claim/Aggregate 10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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.

Contractor Name:	Johnson, Mirmiran & Thompson, Inc. (JMT)
Solicitation/Bid number or Project Description:	ITB #2023-011, City of Tucker, Right of Way Acquisition Services

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:

413974
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

5-20-2011
Date of Authorization

Johnson, Mirmiran & Thompson, Inc. (JMT)
Name of Contractor

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

E. Wrenn Barrett
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)

E. Wrenn Barrett
Signature (of Authorized Officer or Agent)

March 30, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF MARCH, 2023

[Signature]
Notary Public

My Commission Expires: 8-6-2024

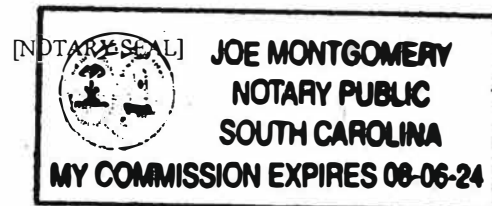


EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: Johnson, Mirmiran & Thompson, Inc. (JMT)

Contractor Information:

Primary Contact Person: Troy Hill

Title: Project Manager Telephone Number: 770-710-2075

Secondary Contact Person: E. Wrenn Barrett

Title: Vice President Telephone Number: 803-626-1745

Address: 300 Chastain Center Blvd., Suite 325

City / State / Zip: Kennesaw, GA 30144

Mailing Address (If different than above):

City / State / Zip:

E-mail Address: thill2@jmt.com

Federal Employee ID Number (FEIN): 520963531

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-011

Right of Way Acquisition Services

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: Johnson, Mirmiran & Thompson, Inc. (JMT)

CONTACT PERSON: Troy Hill

ADDRESS: 300 Chastain Center Blvd.

CITY: Kennesaw **STATE:** GA **ZIP:** 30144

PHONE: 770-710-2075 **FAX:** N/A

EMAIL ADDRESS: thill2@jmt.com

E. Warren Bennett

March 20, 2023

SIGNATURE

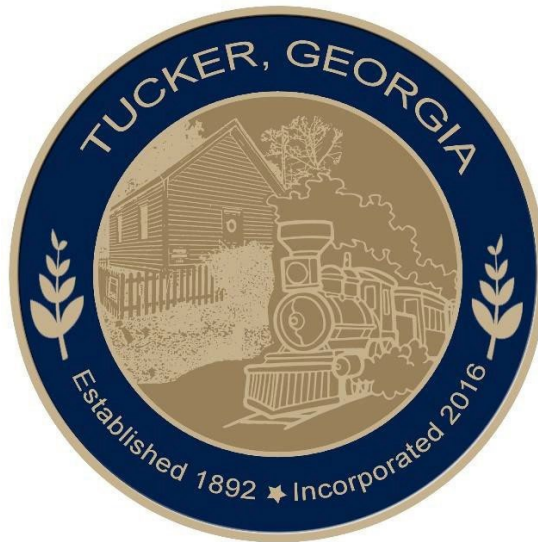
DATE

ADDENDUM #1

1. **Q:** Should we add lines on the fee sheet for CTC and sign reports? **A: No, if necessary, this should be considered in your unit price for Appraisal Report.**
2. **Q:** Parcel 3 – the permanent easement encumbers several parking spaces at this Wells Fargo bank location. We see no note that the parking is not to be disturbed. Will a separate cost to cure be provided to address the parking loss? **A: A Cost to Cure should be included in your unit price for Appraisal Report.**
3. **Q:** The form on page 1 of your PDF does not have separate lines for strip take fees versus before and after fees (parcel 3). What is the best way to present the quotes? **A: All fees should be accounted for with the five-line items in Exhibit B.**
4. **Q:** Regarding item number two, Prepare appraisal reports, sign reports, and specialty valuation reports and number four, Present the monetary offer (approved by the City of Tucker) to the property owner and negotiate a settlement. Are the City requesting that the Appraiser to appraise the parcels and then negotiate the FMV offer to the property owner in which they appraised? **A: Yes, the consultant is to present the offer after approval from the city.**
5. **Q:** The selected consultant must be a Georgia Department of Transportation Qualified Right of Way Appraiser. Please explain the direct the city decided to take regarding this policy. **A: There are federal funds in the construction phase of this project. As such, GDOT Right-of-Way Acquisition procedures must be adhered to.**
6. **Q:** Regarding scope of work item #2: Will the City of Tucker or GDOT provide the Review Appraiser for Fair Market Value release? **A: The right-of-way acquisition is being funded by the City of Tucker. Because there are federal funds in the construction phase of this project, GDOT Right-of-Way Acquisition procedures must be adhered to.**
7. **Q:** Regarding scope of work items #1 & 5: Will the City of Tucker provide the Final Title after closing, or is this the responsibility of the “contractors” attorney. Need clarification on this. **A: The City will provide final title after closing.**
8. **Q:** In the proposal it requests title opinions and closing packages. Is the City of Tucker providing the attorney to close the acquisitions? Typically, whoever provides the title opinions (attorney) is the same one to close the parcels. Are we to engage an attorney to provide the title opinions and close the parcels? Please advise. **A: The city will conduct the closing and recording.**

Invitation to Bid
ITB #2023-011

RIGHT OF WAY ACQUISITION SERVICES
BID MANUAL



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

City of Tucker Invitation to Bid
ITB# 2023-011 Right of Way Acquisition Services

INTRODUCTION

The City of Tucker is requesting proposals to provide title opinions, appraisal and valuation reports, right of way negotiations, and closing packages for the acquisition of right of way / easements for seven (7) parcels required for the Mountain Industrial Boulevard @ Hugh Howell Road Intersection Improvement Project. The selected consultant must be a Georgia Department of Transportation Qualified Right of Way Appraiser. All documentation, negotiations, and processes must be in compliance with GDOT and City of Tucker policies and procedures.

Proposals will be accepted until the date and time listed below and will be awarded to the lowest reliable bidder. The City reserves the right to negotiate with the lowest reliable bidder as authorized by O.C.G.A. § 32-4-113.

BID ACTIVITY SCHEDULE	
Release of ITB	Thursday, March 2, 2023
Pre-Proposal Conference	N/A
Deadline for Questions	Tuesday, March 14, 2023, at 5:00 PM EST
Responses to Questions Posted	Thursday, March 16, 2023, by 5:00 PM EST
Deadline for Proposals	Thursday, March 30, 2023, at 1:00 PM EST
Bids will be Opened at City Hall	Thursday, March 30, 2023, at 1:15 PM EST
Anticipated Award	April 10, 2023

SCOPE OF WORK: Refer to Exhibit A.

PRE-PROPOSAL CONFERENCE: N/A

QUESTIONS: Submit in writing to procurement@tuckerga.gov reference ITB #2023-011

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website www.tuckerga.gov. The signed acknowledgement issued with 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 no later than March 30, 2023, at 1:00pm. Be sure to name the proposal file with ITB #2023-011 and your company name.

BID TABULATION: A listing of submittals will be posted on the City's website: www.tuckerga.gov

Your response must be received by the date and time specified. Published 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 will be received orally/phone.

City of Tucker
ITB #2023-011 Right of Way Acquisition Services

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Cost Proposal
2. Proof of GDOT Qualified Right of Way Appraiser
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 – SCOPE OF WORK

City of Tucker Invitation to Bid

ITB# 2023-011 Right of Way Acquisition Services

Purpose

The City of Tucker has completed right of way plans for the intersection improvement of Mountain Industrial Boulevard @ Hugh Howell Road (PI #0015216). The following is the scope of work for this phase of the project:

1. Prepare title opinions to verify ownership and assure clear title.
2. Prepare appraisal reports, sign reports, and specialty valuation reports.
3. Mail an introduction letter to each property owner describing the project and promptly follow up to schedule an initial meeting to discuss parcel impacts and just compensation offer.
4. Present the monetary offer (approved by the City of Tucker) to the property owner and negotiate a settlement.
5. Upon receiving a signed conveyance document or option agreement from property owners, deliver executed option agreements to the City to conduct the closing and record the deed.
6. Submit the final parcel files to the CITY for record retention.

The selected consultant must be a Georgia Department of Transportation Qualified Right of Way Appraiser. All documentation, negotiations, and processes must be in compliance with GDOT and City of Tucker policies and procedures.

Time for Performance shall be within 90 days of issuance of Notice to Proceed.

Payment shall be made in arrears upon satisfactory completion of work.

EXHIBIT B – UNIT PRICE COST PROPOSAL

City of Tucker Invitation to Bid

ITB# 2023-011 Right of Way Acquisition Services

LINE	DESCRIPTION	QUANTITY	Per Parcel PRICE	AMOUNT
1	Title Search & Certificate	7		
2	Appraisal Report	7		
3	Detailed ROW Cost Estimate	1		
4	Parcel Negotiation	7		
5	Closing Packet Preparation	7		
			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.

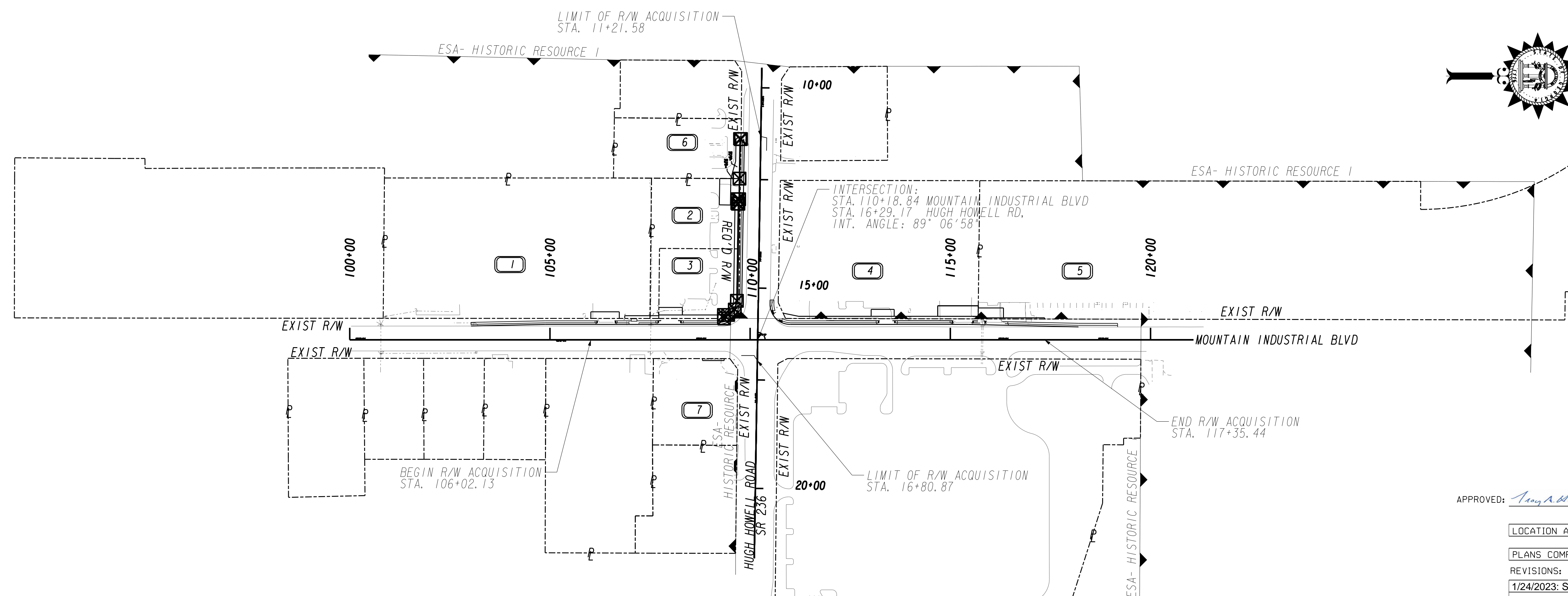


NOTE: THE CO-ORDINATES LISTED ARE 94 ZONE
GRID CO-ORDINATES BASED ON THE GA. STATE PLANE
CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 1983 HARN
VERTICAL DATUM : NAVD 1988

RIGHT OF WAY OF PROPOSED
INTERSECTION IMPROVEMENTS
MOUNTAIN INDUSTRIAL BOULEVARD
AT HUGH HOWELL ROAD / SR 236

FEDERAL ROUTE No.: N/A
STATE ROUTE No.: 236
P.I. No.: 0015216

CONVENTIONAL SIGNS	
LAND LOT LINE	
PROPERTY LINE	
RIGHT OF WAY LINE {	EXISTING.....
	REQUIRED.....
	EXISTING LIMIT OF ACCESS.....
	READ LIMIT OF ACCESS.....
	EXISTING LIMIT OF ACCESS & R/W.....
	READ LIMIT OF ACCESS & R/W.....
R/W MARKERS.....	
FENCE.....	



LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401

UNDER THE SUPERVISION OF
RICHARD J. MEEHAN
PROJECT MANAGER
LOWE ENGINEERS

11/18/2022
DATE

LOCATION AND DESIGN APPROVAL DATE: 09/15/2022

PLANS COMPLETED DATE: 11/07/2022

REVISIONS:

1/24/2023: SHEETS 1,3,4,5,6,8

[illegible]

DRAWING No.

60-0001

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO.
	MILES
NET LENGTH OF RIGHT OF WAY	0.2146
NET LENGTH OF BRIDGES	0.0000
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF RIGHT OF WAY	0.2146

THIS PROJECT IS LOCATED 100% IN DEKALB COUNTY
AND CONGRESSIONAL DISTRICT 4 .
LAND LOT NO: 1, LAND DISTRICT: 215, GMD 572

SCALE IN FEET



PI 0015216
DEKALB COUNTY

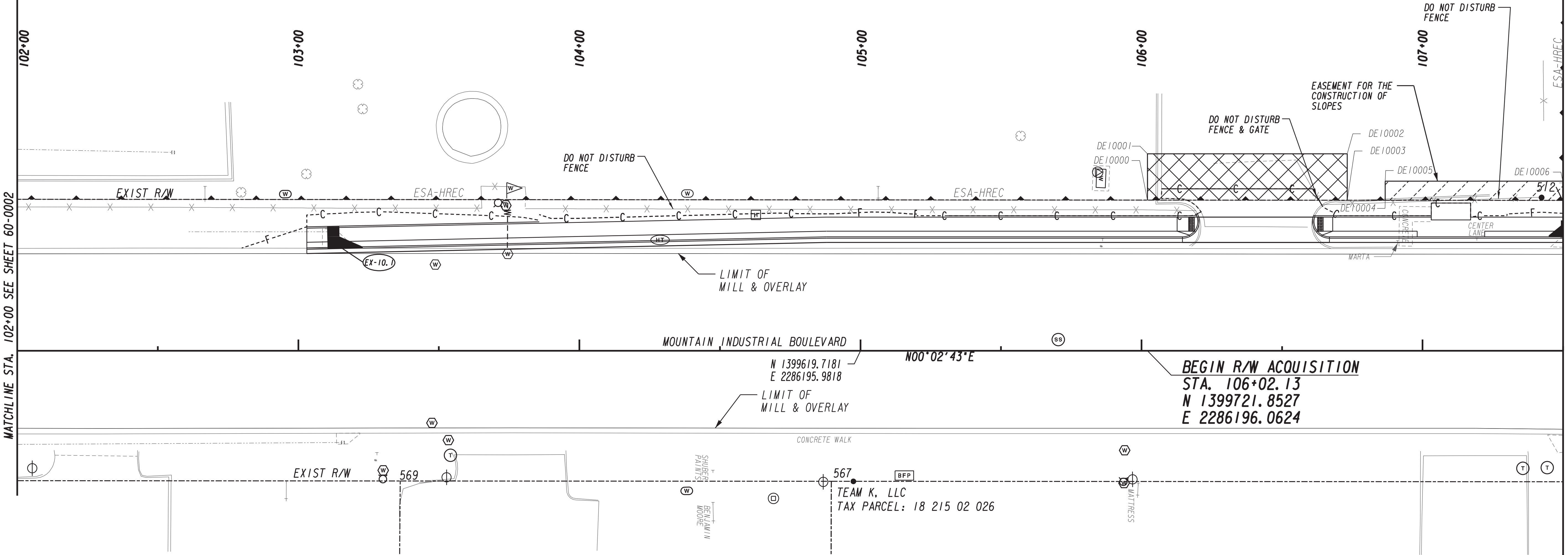


PLAN SHEET ENTIRELY WITHIN ESA - HISTORIC RESOURCE I



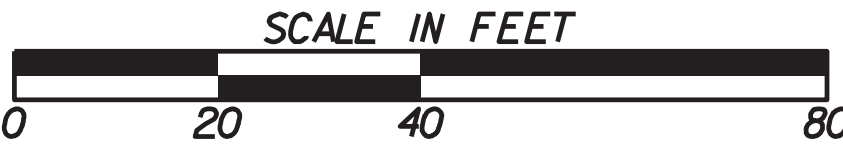
1

SUPER STAR INVESTMENTS, LLC
TAX PARCEL: 18 215 04 001
OPTIMA ENCLOSURES GIC FACILITY:
HISTORICAL RECOGNIZED ENVIRONMENTAL CONDITION(HREC)



LOWE
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401



SHACKELFORD INVESTMENTS, LLC
TAX PARCEL: 18 215 02 007

JOAN CECILIA SHUBERT
TAX PARCEL: 18 215 02 008

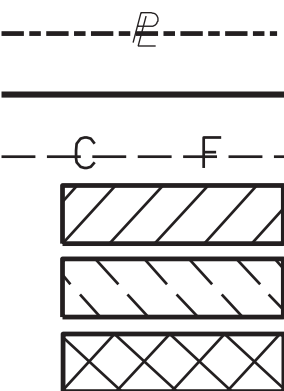
TEAM K, LLC
TAX PARCEL: 18 215 02 026

PAR 1 SUPER STAR INVESTMENTS, LLC DE200 REQ'D DRWY. ESMT.			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10000	53.52 L	106+02.13	MOUNTAIN INDUSTRIAL BLVD
	16.48	N 89°57'17.3" W	
DE10001	70.00 L	106+02.13	MOUNTAIN INDUSTRIAL BLVD
	71.05	N 0°02'42.7" E	
DE10002	70.00 L	106+73.18	MOUNTAIN INDUSTRIAL BLVD
	16.54	S 89°57'17.3" E	
DE10003	53.46 L	106+73.18	MOUNTAIN INDUSTRIAL BLVD
	71.05	S 0°05'12.6" W	
DE10000	53.52 L	106+02.13	MOUNTAIN INDUSTRIAL BLVD
REQ'D EASMT	1173.00 SF		
REQ'D EASMT	0.027 ACRES		

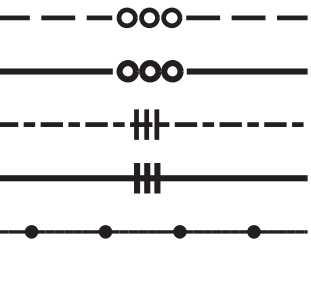
PAR 1 SUPER STAR INVESTMENTS, LLC DE201 EASMT. FOR CONST. OF SLOPE			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10004	53.45 L	106+86.69	MOUNTAIN INDUSTRIAL BLVD
	6.80	N 89°57'17.3" W	
DE10005	60.26 L	106+86.69	MOUNTAIN INDUSTRIAL BLVD
	63.20	N 0°02'42.7" E	
DE10006	60.26 L	107+49.89	MOUNTAIN INDUSTRIAL BLVD
	6.85	S 89°19'57.7" E	
512	53.41 L	107+49.82	MOUNTAIN INDUSTRIAL BLVD
	63.13	S 0°05'12.6" W	
DE10004	53.45 L	106+86.69	MOUNTAIN INDUSTRIAL BLVD
REQ'D EASMT	431.14 SF		
REQ'D EASMT	0.010 ACRES		

PLAN SHEET ENTIRELY WITHIN ESA- HISTORIC RESOURCE I

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

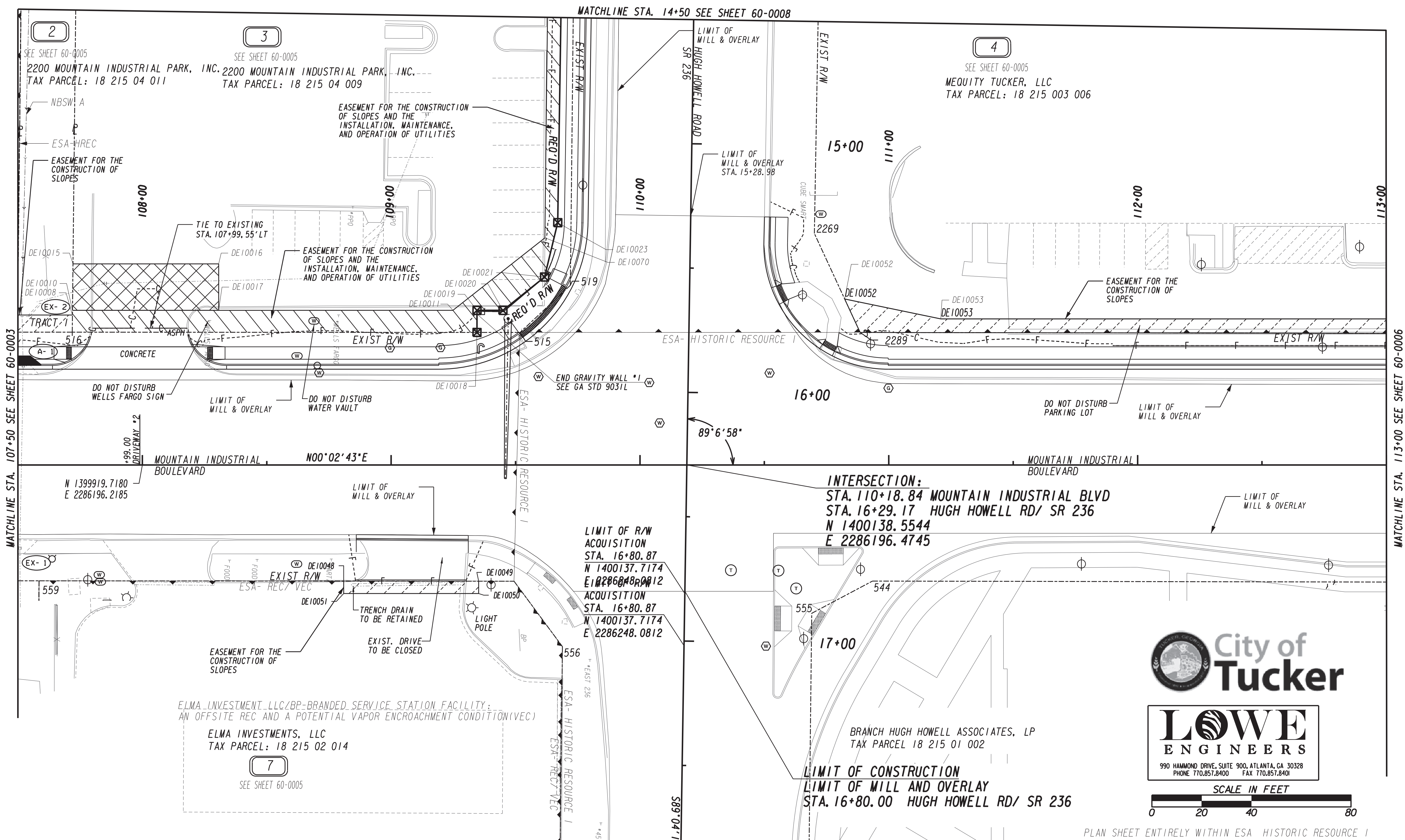


BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA



DATE	REVISIONS	DATE	REVISIONS
1/24/23	PARCEL 1: ADDED "DO NOT DISTURB FENCE" NOTES AND CHANGED TO TEMPORARY EASEMENT		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
PROJECT NO:0015216 COUNTY: DEKALB LAND LOT NO:18 LAND DISTRICT:215 GMD 572 DATE 11/07/22 SH3 OF8	
DRAWING No.	60-0003



<div>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES</div> <div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div>	<div>BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA</div> <div><div></div><div></div><div></div><div></div></div>	DATE	REVISIONS	DATE	REVISIONS	<div>STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP</div> <div>PROJECT NO:0015216 COUNTY: DEKALB LAND LOT NO:18 LAND DISTRICT:215 GMD 572 DATE 11/07/22 SH4 OF8</div> <div>DRAWING No. 60-0004</div>
		1/24/23	PARCEL 2: CHANGED TRACT 1 TO TEMPORARY EASEMENT PARCEL 3: ADDED "DO NOT DISTURB" NOTES TO SIGN AND WATER VAULT. REVISED EASEMENT AND LABEL. PARCEL 4: ADDED "DO NOT DISTURB PARKING LOT" NOTE. CHANGED EASEMENT TO TEMPORARY EASEMENT, ADDED PARKING STRIPING	1/24/23	PARCEL 7: ADDED "DRIVE TO BE CLOSED" AND "TRENCH DRAIN TO BE RETAINED" NOTES. CHANGED EASEMENT TO TEMPORARY EASEMENT.	

PAR 2 2200 MT. INDUSTRIAL PARK, INC PESMT (TRACT 1)
DE202
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
512	53.41 L	107+49.82	MOUNTAIN INDUSTRIAL BLVD
	6.85	N 89°19'57.7° W	
DE10006	60.26 L	107+49.89	MOUNTAIN INDUSTRIAL BLVD
	22.00	N 0°02'42.7° E	
DE10008	60.26 L	107+71.89	MOUNTAIN INDUSTRIAL BLVD
	6.87	S 89°19'56.0° E	
516	53.39 L	107+71.82	MOUNTAIN INDUSTRIAL BLVD
	22.00	S 0°05'12.6° W	
512	53.41 L	107+49.82	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 150.85	SF	
REQD EASMT	= 0.003	ACRES	

PAR 3 2200 MT. INDUSTRIAL PARK, INC
DE203
REQ'D DWMY. EASMT.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10010	62.14 L	107+71.91	MOUNTAIN INDUSTRIAL BLVD
	18.68	N 89°19'56.0° W	
DE10015	80.82 L	107+72.11	MOUNTAIN INDUSTRIAL BLVD
	58.55	N 0°02'42.7° E	
DE10016	80.82 L	108+30.67	MOUNTAIN INDUSTRIAL BLVD
	18.68	S 89°57'17.3° E	
DE10017	62.14 L	108+30.67	MOUNTAIN INDUSTRIAL BLVD
	58.75	S 0°02'42.7° W	
DE10010	62.14 L	107+71.91	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 1095.42	SF	
REQD EASMT	= 0.025	ACRES	

PAR 3 2200 MT. INDUSTRIAL PARK, INC- REQD R/W
DE204
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
519	47.92 R	15+57.65	HUGH HOWELL RD/ SR 236
	27.73	S 43°09'33.7° E	
515	53.26 L	109+51.81	MOUNTAIN INDUSTRIAL BLVD
	17.32	S 0°05'12.6° W	
DE10018	53.27 L	109+34.49	MOUNTAIN INDUSTRIAL BLVD
	8.87	N 89°54'47.4° W	
DE10019	62.14 L	109+34.50	MOUNTAIN INDUSTRIAL BLVD
	10.44	N 0°02'42.7° E	
DE10020	62.14 L	109+44.94	MOUNTAIN INDUSTRIAL BLVD
	21.42	N 38°40'55.2° W	
DE10021	58.34 R	15+54.52	HUGH HOWELL RD/ SR 236
	22.51	N 76°18'27.3° W	
DE10023	53.37 R	15+32.56	HUGH HOWELL RD/ SR 236
	129.86	N 89°04'09.2° W	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	4.74	N 0°19'02.1° E	
518	48.63 R	14+02.65	HUGH HOWELL RD/ SR 236
	155.00	S 89°19'58.3° E	
519	47.92 R	15+57.65	HUGH HOWELL RD/ SR 236
REQD R/W	= 1219.13	SF	
REQD R/W	= 0.028	ACRES	
REMAINDER	= +/- 0.772	ACRES	

PAR 3 2200 MT. INDUSTRIAL PARK, INC
DE205
EASMT. FOR CONST. AND MAINT. OF SLOPE & CONST., MAINT. & OPERATION OF UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10018	53.27 L	109+34.49	MOUNTAIN INDUSTRIAL BLVD
	162.68	S 0°05'12.6° W	
516	53.39 L	107+71.82	MOUNTAIN INDUSTRIAL BLVD
	8.75	N 89°19'56.0° W	
DE10010	62.14 L	107+71.91	MOUNTAIN INDUSTRIAL BLVD
	152.93	N 0°02'42.7° E	
DE10011	62.14 L	109+24.84	MOUNTAIN INDUSTRIAL BLVD
	47.06	N 38°15'26.4° W	
DE10070	58.47 R	15+38.75	HUGH HOWELL RD/ SR 236
	135.99	N 89°16'03.6° W	
DE10071	58.94 R	14+02.76	HUGH HOWELL RD/ SR 236
	5.57	N 0°19'02.1° E	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	129.86	S 89°04'09.2° E	
DE10023	53.37 R	15+32.56	HUGH HOWELL RD/ SR 236
	22.51	S 76°18'27.3° E	
DE10021	58.34 R	15+54.52	HUGH HOWELL RD/ SR 236
	21.42	S 38°40'55.2° E	
DE10020	62.14 L	109+44.94	MOUNTAIN INDUSTRIAL BLVD
	10.44	S 0°02'42.7° W	
DE10019	62.14 L	109+34.50	MOUNTAIN INDUSTRIAL BLVD
	8.87	S 89°54'47.4° E	
DE10018	53.27 L	109+34.49	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 2607.17	SF	
REQD EASMT	= 0.060	ACRES	




PAR 4 MEQUITY TUCKER, LLC- PESMT
DE212
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2289	53.30 L	110+88.47	MOUNTAIN INDUSTRIAL
	14.79	S 65°14'43.2° W	
DE10052	66.73 L	110+82.27	MOUNTAIN INDUSTRIAL
	39.44	N 11°44'57.4° E	
DE10053	58.73 L	111+20.89	MOUNTAIN INDUSTRIAL
	448.63	N 0°02'42.7° E	
DE10054	58.73 L	115+69.53	MOUNTAIN INDUSTRIAL
	6.31	S 89°17'39.4° E	
536	52.42 L	115+69.45	MOUNTAIN INDUSTRIAL
	480.98	S 0°09'01.7° W	
2289	53.30 L	110+88.47	MOUNTAIN INDUSTRIAL
REQD EASMT	= 2969.00	SF	
REQD EASMT	= 0.068	ACRES	

PAR 7 ELMA INVESTMENTS, LLC- PESMT
DE211
EASMT. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10051	51.69 R	108+80.95	MOUNTAIN INDUSTRIAL
	5.00	N 89°57'17.3° W	
DE10048	46.69 R	108+80.95	MOUNTAIN INDUSTRIAL
	54.23	N 0°02'54.2° E	
DE10049	46.69 R	109+35.18	MOUNTAIN INDUSTRIAL
	5.00	S 89°57'17.3° E	
DE10050	51.69 R	109+35.18	MOUNTAIN INDUSTRIAL
	54.23	S 0°02'54.2° W	
DE10051	51.69 R	108+80.95	MOUNTAIN INDUSTRIAL
REQD EASMT	= 271.16	SF	
REQD EASMT	= 0.006	ACRES	



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----#----- ----- -----C-----F-----   	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
			1/24/23	PARCEL 2: CHANGED TO TEMPORARY EASEMENT			RIGHT OF WAY MAP	
				PARCEL 3: REVISED EASEMENT AND LABEL			PROJECT NO:0015216 COUNTY: DEKALB	
				PARCEL 4: CHANGED TO TEMPORARY EASEMENT			LAND LOT NO:18	
				PARCEL 7: CHANGED TO TEMPORARY EASEMENT			LAND DISTRICT:215	
							GMD 572	
							DATE 11/07/22 SH4 OF8	
							DRAWING No.	
							60-0005	

PAR 4 MEQUITY TUCKER, LLC- DWESMT (TRACT 1)
DE213
REQ'D DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
DE10058	58.73 L	113+02.26	MOUNTAIN INDUSTRIAL BLVD
	17.40	N 89°57'17.3" W	
DE10059	76.13 L	113+02.26	MOUNTAIN INDUSTRIAL BLVD
	57.56	N 0°02'42.7" E	
DE10060	76.13 L	113+59.82	MOUNTAIN INDUSTRIAL BLVD
	17.40	S 89°57'17.3" E	
DE10061	58.73 L	113+59.82	MOUNTAIN INDUSTRIAL BLVD
	57.56	S 0°02'42.7" W	
DE10058	58.73 L	113+02.26	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 1001.57	SF	
REQD EASMT	= 0.023	ACRES	

4
MEQUITY TUCKER, LLC
TAX PARCEL: 18 215 003 006

PAR 4 MEQUITY TUCKER, LLC-DWESMT (TRACT 2)
DE214
REQ'D DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
DE10062	58.73 L	114+68.56	MOUNTAIN INDUSTRIAL BLVD
	26.32	N 89°57'17.3" W	
DE10063	85.04 L	114+68.56	MOUNTAIN INDUSTRIAL BLVD
	101.27	N 0°02'42.7" E	
DE10064	85.04 L	115+69.83	MOUNTAIN INDUSTRIAL BLVD
	26.32	S 89°17'39.4" E	
DE10054	58.73 L	115+69.53	MOUNTAIN INDUSTRIAL BLVD
	100.96	S 0°02'42.7" W	
DE10062	58.73 L	114+68.56	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 2661.08	SF	
REQD EASMT	= 0.061	ACRES	

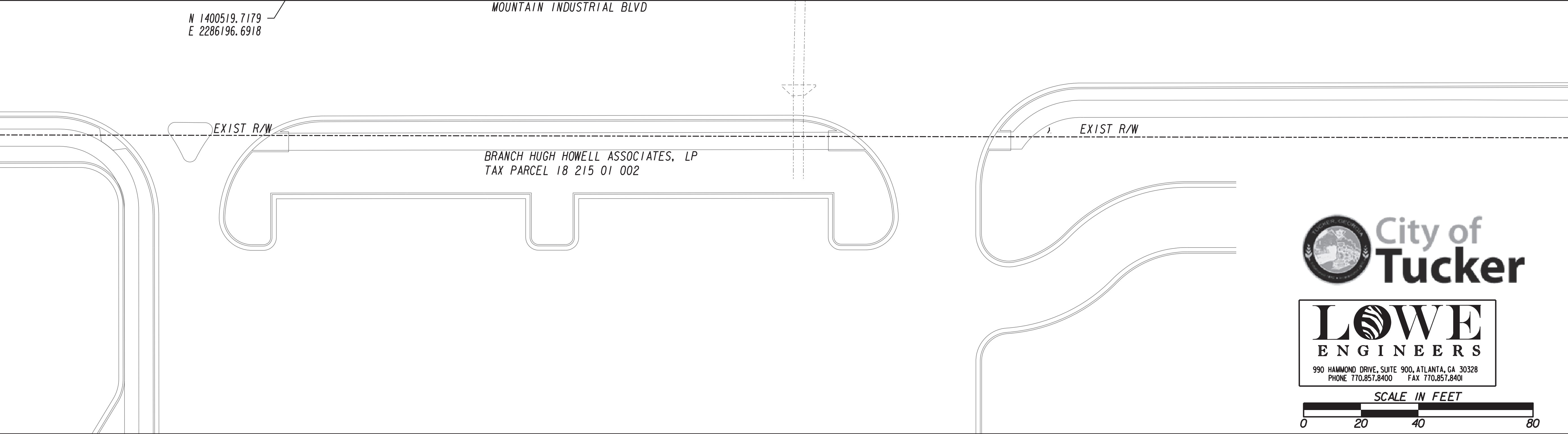
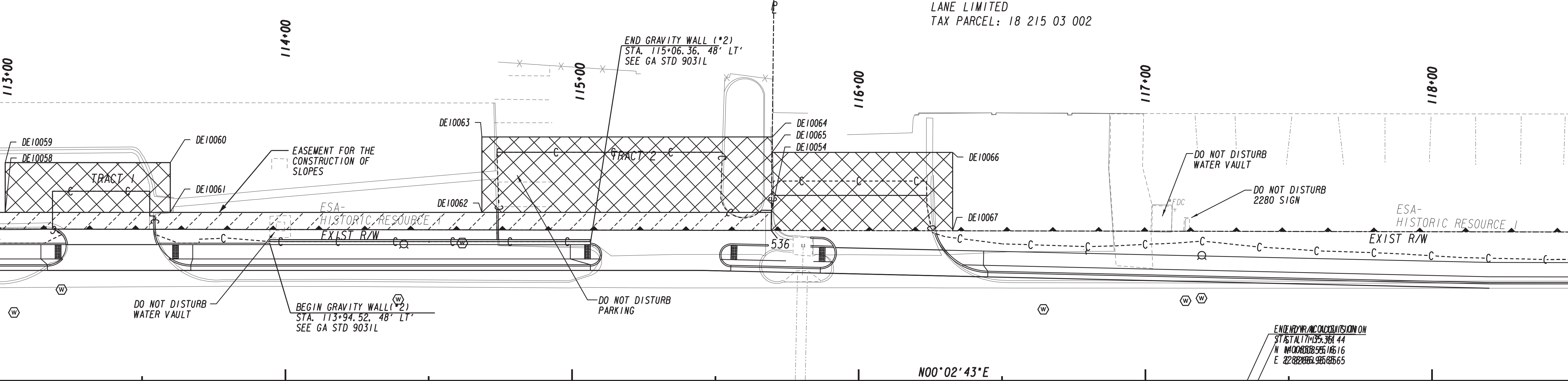
5
LANE LIMITED
TAX PARCEL: 18 215 03 002

PAR 5 LANE LIMITED
DE216
REQ'D DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
536	52.42 L	115+69.45	MOUNTAIN INDUSTRIAL BLVD
	6.31	N 89°17'39.4" W	
DE10054	58.73 L	115+69.53	MOUNTAIN INDUSTRIAL BLVD
	20.95	N 89°17'39.4" W	
DE10065	79.68 L	115+69.77	MOUNTAIN INDUSTRIAL BLVD
	62.98	N 0°02'42.7" E	
DE10066	79.68 L	116+32.74	MOUNTAIN INDUSTRIAL BLVD
	27.38	S 89°57'17.3" E	
DE10078	52.30 L	116+32.74	MOUNTAIN INDUSTRIAL BLVD
	63.29	S 0°09'01.7" W	
536	52.42 L	115+69.45	MOUNTAIN INDUSTRIAL BLVD
REQD EASMT	= 1724.87	SF	
REQD EASMT	= 0.040	ACRES	

5
LANE LIMITED
TAX PARCEL: 18 215 03 002

PLAN SHEET ENTIRELY WITHIN ESA HISTORIC RESOURCE I



City of
Tucker

LOWE

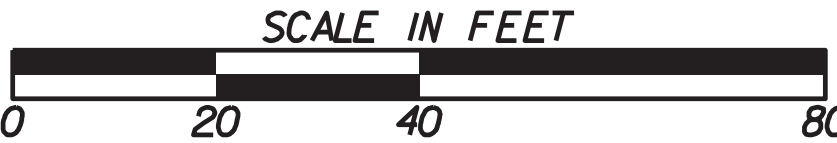
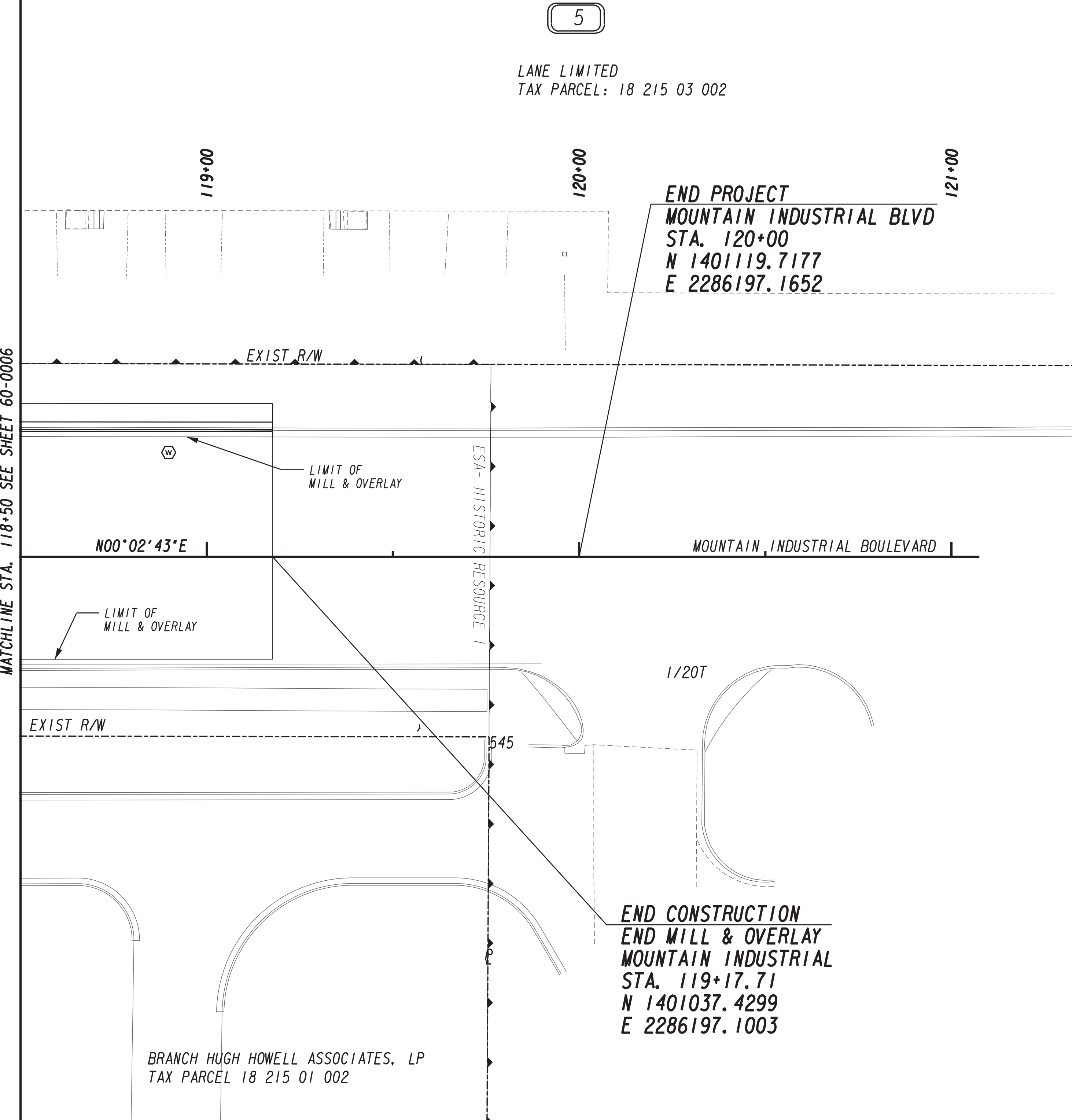
ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	<div><div>-----E-----</div><div>---C---F---</div><div></div><div></div><div></div></div>	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	<div><div></div><div></div></div>	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
				1/24/23	PARCEL 4: CHANGED TO TEMPORARY EASEMENT, ADDED "DO NOT DISTURB", WATER VAULT & PARKING NOTES, ADDED PARKING STRIPING.			RIGHT OF WAY MAP	
					PARCEL 5: REMOVED SLOPE EASEMENT, REVISED DRIVEWAY EASEMENT, ADDED "DO NOT DISTURB", WATER VAULT & SIGN NOTES.			PROJECT NO:0015216 COUNTY: DEKALB LAND LOT NO:18 LAND DISTRICT:215 GMD 572 DATE 11/07/22 SH6 0F8	
								DRAWING No.	60-0006

PLAN SHEET ENTIRELY WITHIN ESA HISTORIC RESOURCE 1



<div>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES</div> <div><div><div>-----E-----</div><div>---C---F---</div><div><div></div><div></div><div></div></div></div><div><div>BEGIN LIMIT OF ACCESS.....BLA</div><div>END LIMIT OF ACCESS.....ELA</div><div>EXISTING LIMIT OF ACCESS</div><div>REQ'D LIMIT OF ACCESS</div><div>EXISTING LIMIT OF ACCESS & R/W</div><div>REQ'D LIMIT OF ACCESS & R/W</div><div>ORANGE BARRIER FENCE</div><div>ESA - ENV. SENSITIVE AREA</div></div></div>	<div>DATE</div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div>REVISIONS</div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div>DATE</div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div>REVISIONS</div> <div></div> <div></div> <div></div> <div></div> <div></div>	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
					PROJECT NO:0015216 COUNTY: DEKALB LAND LOT NO:18 LAND DISTRICT:215 GMD 572 DATE 11/07/22 SH7 0F8	
					DRAWING No. 60-0007	

PAR 2 2200 MT. INDUSTRIAL PARK, INC-REQD R/W
DE206
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	2.27	N 0°19'02.0" E	
520	49.43 R	12+27.36	HUGH HOWELL RD/ SR 236
	175.30	S 89°19'58.3" E	
518	48.63 R	14+02.65	HUGH HOWELL RD/ SR 236
	4.74	S 0°19'02.1" W	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	112.63	N 89°04'15.6" W	
DE10034	53.37 R	12+90.08	HUGH HOWELL RD/ SR 236
	2.80	S 0°55'45.1" W	
DE10035	56.17 R	12+90.08	HUGH HOWELL RD/ SR 236
	11.21	N 89°04'14.9" W	
DE10036	56.17 R	12+78.87	HUGH HOWELL RD/ SR 236
	4.47	N 0°55'45.1" E	
DE10037	51.70 R	12+78.87	HUGH HOWELL RD/ SR 236
	51.49	N 89°04'14.9" W	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
REQD R/W	= 706.54	SF	
REQD R/W	= 0.016	ACRES	
REMAINDER	= +/- 0.974	ACRES	

PAR 2 2200 MT. INDUSTRIAL PARK, INC- (TRACT 2)
DE207
EASM'T. FOR CONST. AND MAINT. OF SLOPE & CONST., MAINT. & OPERATION OF UTILITIES

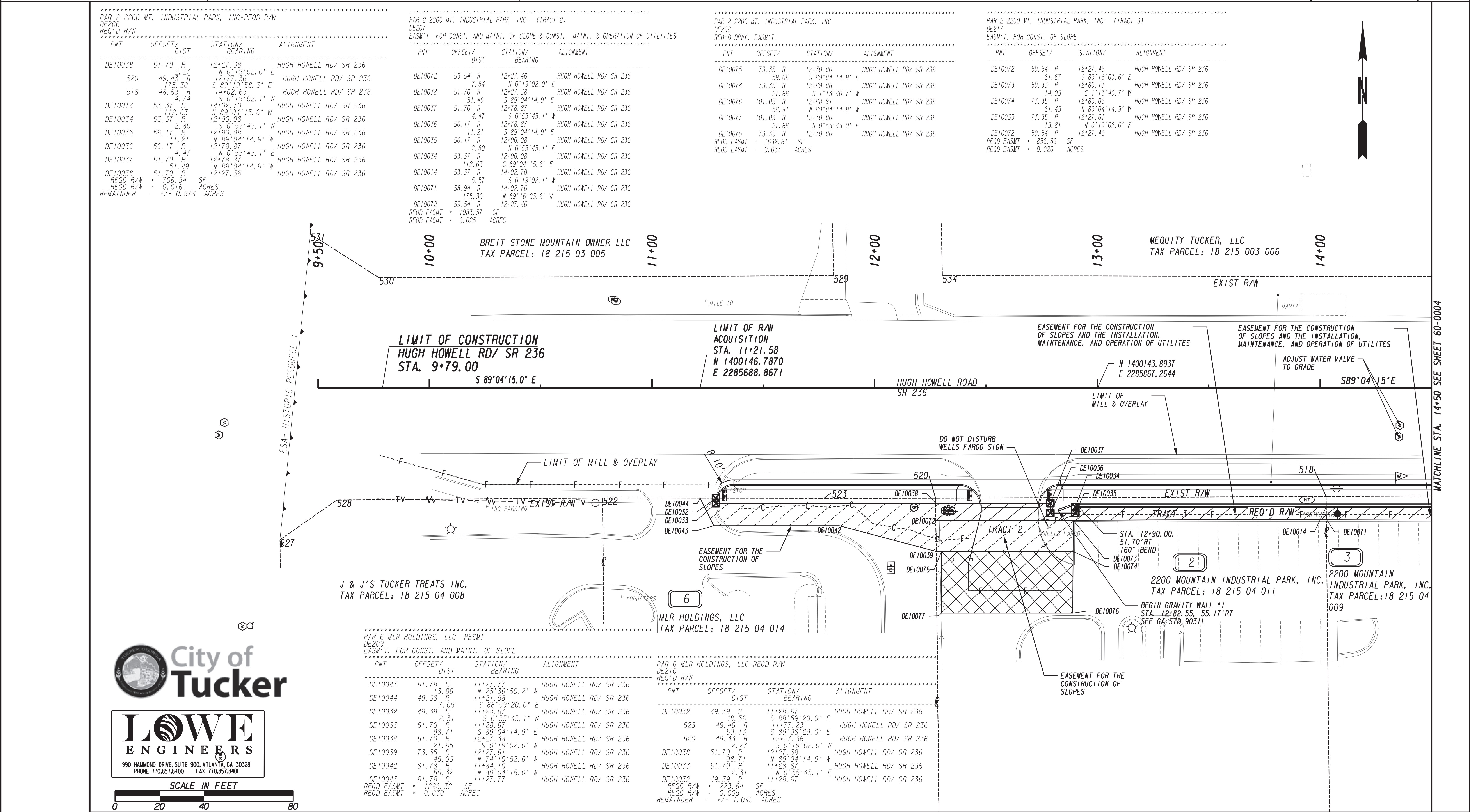
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
	7.84	N 0°19'02.0" E	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	51.49	S 89°04'14.9" E	
DE10037	51.70 R	12+78.87	HUGH HOWELL RD/ SR 236
	4.47	S 0°55'45.1" W	
DE10036	56.17 R	12+78.87	HUGH HOWELL RD/ SR 236
	11.21	S 89°04'14.9" E	
DE10035	56.17 R	12+90.08	HUGH HOWELL RD/ SR 236
	2.80	N 0°55'45.1" E	
DE10034	53.37 R	12+90.08	HUGH HOWELL RD/ SR 236
	112.63	S 89°04'15.6" E	
DE10014	53.37 R	14+02.70	HUGH HOWELL RD/ SR 236
	5.57	S 0°19'02.1" W	
DE10071	58.94 R	14+02.76	HUGH HOWELL RD/ SR 236
	175.30	N 89°16'03.6" W	
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
REQD EASMT	= 1083.57	SF	
REQD EASMT	= 0.025	ACRES	

PAR 2 2200 MT. INDUSTRIAL PARK, INC
DE208
REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10075	73.35 R	12+30.00	HUGH HOWELL RD/ SR 236
	59.06	S 89°04'14.9" E	
DE10074	73.35 R	12+89.06	HUGH HOWELL RD/ SR 236
	27.68	S 1°13'40.7" W	
DE10076	101.03 R	12+88.91	HUGH HOWELL RD/ SR 236
	58.91	N 89°04'14.9" W	
DE10077	101.03 R	12+30.00	HUGH HOWELL RD/ SR 236
	27.68	N 0°55'45.0" E	
DE10075	73.35 R	12+30.00	HUGH HOWELL RD/ SR 236
REQD EASMT	= 1632.61	SF	
REQD EASMT	= 0.037	ACRES	

PAR 2 2200 MT. INDUSTRIAL PARK, INC- (TRACT 3)
DE217
EASM'T. FOR CONST. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
	61.67	S 89°16'03.6" E	
DE10073	59.33 R	12+89.13	HUGH HOWELL RD/ SR 236
	14.03	S 1°13'40.7" W	
DE10074	73.35 R	12+89.06	HUGH HOWELL RD/ SR 236
	61.45	N 89°04'14.9" W	
DE10039	73.35 R	12+27.61	HUGH HOWELL RD/ SR 236
	13.81	N 0°19'02.0" E	
DE10072	59.54 R	12+27.46	HUGH HOWELL RD/ SR 236
REQD EASMT	= 856.89	SF	
REQD EASMT	= 0.020	ACRES	



City of
Tucker

LOWE

ENGINEERS

990 HAMMOND DRIVE, SUITE 900, ATLANTA, GA 30328
PHONE 770.857.8400 FAX 770.857.8401

SCALE IN FEET

0

20

40

80

PAR 6 MLR HOLDINGS, LLC- PESMT
DE209
EASM'T. FOR CONST. AND MAINT. OF SLOPE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10043	61.78 R	11+27.77	HUGH HOWELL RD/ SR 236
	13.86	N 25°36'50.2" W	
DE10044	49.38 R	11+21.58	HUGH HOWELL RD/ SR 236
	7.09	S 88°59'20.0" E	
DE10032	49.39 R	11+28.67	HUGH HOWELL RD/ SR 236
	2.31	S 0°55'45.1" W	
DE10033	51.70 R	11+28.67	HUGH HOWELL RD/ SR 236
	98.71	S 89°04'14.9" E	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	21.65	S 0°19'02.0" W	
DE10039	73.35 R	12+27.61	HUGH HOWELL RD/ SR 236
	45.03	N 74°10'52.6" W	
DE10042	61.78 R	11+84.10	HUGH HOWELL RD/ SR 236
	56.32	N 89°04'15.0" W	
DE10043	61.78 R	11+27.77	HUGH HOWELL RD/ SR 236
REQD EASMT	= 1286.32	SF	
REQD R/W	= 0.030	ACRES	
REQD EASMT	= 0.030	ACRES	

PAR 6 MLR HOLDINGS, LLC-REQD R/W
DE210
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10032	49.39 R	11+28.67	HUGH HOWELL RD/ SR 236
	48.56	S 88°59'20.0" E	
523	49.46 R	11+77.23	HUGH HOWELL RD/ SR 236
	50.13	S 89°06'29.0" E	
520	49.43 R	12+27.36	HUGH HOWELL RD/ SR 236
	2.27	S 0°19'02.0" W	
DE10038	51.70 R	12+27.38	HUGH HOWELL RD/ SR 236
	98.71	N 89°04'14.9" W	
DE10033	51.70 R	11+28.67	HUGH HOWELL RD/ SR 236
	2.31	N 0°55'45.1" E	
DE10032	49.39 R	11+28.67	HUGH HOWELL RD/ SR 236
REQD R/W	= 223.64	SF	
REQD R/W	= 0.005	ACRES	
REMAINDER	= +/- 1.045	ACRES	

PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR

& MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

-----E-----

-C-F-

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

EXISTING LIMIT OF ACCESS

REQ'D LIMIT OF ACCESS

EXISTING LIMIT OF ACCESS & R/W

REQ'D LIMIT OF ACCESS & R/W

ORANGE BARRIER FENCE

ESA - ENV. SENSITIVE AREA

DATE

1/24/23

REVISIONS

PARCEL 2: REVISED PERMANENT EASEMENT & LABEL, ADDED

TRACT 3 CONSTR EASEMENT, REVISED DRIVEWAY ESMT, ADDED

DO NOT DISTURB SIGN NOTES

PARCEL 3: REVISED PERMANENT EASEMENT & LABEL

PARCEL 6: CHANGED TO TEMPORARY EASEMENT

DATE

REVISIONS

STATE OF GEORGIA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0015216

COUNTY: DEKALB

LAND LOT NO:18

LAND DISTRICT:215

GMD 572

DATE 11/07/22 SH8 OF8

DRAWING No.

60-0008

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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.

Contractor Name:	
Solicitation/Bid number or Project Description:	

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

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

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

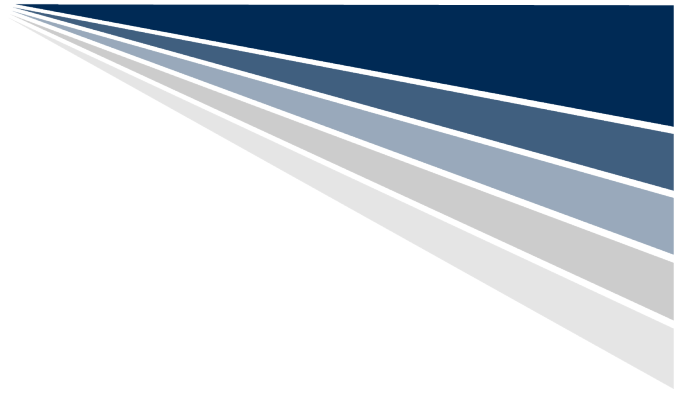
My Commission Expires: _____

March 30, 2023

BID PROPOSAL

RIGHT OF WAY ACQUISITION SERVICES





March 30, 2023

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

Re: Right of Way Acquisition Services
JMT Job No. 23-00810
Client Ref No. 2023-011

Dear Selection Committee,

Thank you for the opportunity to provide this proposal to offer Right-of-Way Acquisition Services for the City of Tucker. On behalf of Johnson, Mirmiran & Thompson (JMT), I am pleased to submit our qualifications and Letter of Interest for these services.

JMT has a veteran staff of former GDOT ROW agents and managers who are familiar ROW policies and procedures. JMT is unique in that we provide complete ROW acquisition services to our clients. Our experts design, manage and deliver an acquisition program for any project. We acquire real estate for all types of projects. JMT tailors effective project management and innovative solutions that will exceed your expectations. Our key staff are trained in Uniform Act procedures, Uniform Standards of Professional Appraisal Practice, and codes, standards, and practices of the International Right-of-Way Association and state and local laws.

The City of Tucker needs an experienced, reliable, and efficient team for right-of-way projects. JMT is your best selection for these services for the following reasons:

- ✓ We have the capacity and technology to complete the project quickly and efficiently.
- ✓ Our firm has extensive experience providing challenging services for GDOT and other municipalities, and it is these skills that we will bring to projects for the City of Tucker.
- ✓ As a full-service firm, we have immense experience with various types of projects and a thorough understanding of the right-of-way process.

We are confident in our teams' ability to meet your expectations and provide timely, cost-effective, and quality professional services. JMT has provided ROW services for more than 20 years to municipalities and government agencies, including GDOT.

If you have any questions or need further information, please do not hesitate to contact me or Troy Hill, our Project Manager for this proposal, at 770-710-2075 or thill2@jmt.com

Sincerely,

JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in blue ink that reads 'E. Wrenn Barrett'.

E. Wrenn Barrett, PE
Vice President

A handwritten signature in blue ink that reads 'Troy Hill'.

Troy Hill
Project Manager

EXHIBIT B – UNIT PRICE COST PROPOSAL

City of Tucker Invitation to Bid

ITB# 2023-011 Right of Way Acquisition Services

LINE	DESCRIPTION	QUANTITY	Per Parcel PRICE	AMOUNT
1	Title Search & Certificate	7	\$1,350	\$9,450
2	Appraisal Report	7	388C - \$2,250 X 3 388N - \$4,500 X 3	\$6,750 \$13,500
3	Detailed ROW Cost Estimate	1	\$6,500	\$6,500
4	Parcel Negotiation	7	Drive Esmt. Only - \$1,500 X 1 FMV Offer - \$2,500 X 6	\$1,500 \$15,000
5	Closing Packet Preparation	7	\$750	\$5,250
			TOTAL \$	\$57,950

Company Name: Johnson, Mirmiran & Thompson, Inc. (JMT)

Address: 300 Chastain Center Blvd., Suite 325, Kennesaw, GA 30144

Contact Person: Troy Hill

Phone Number: 770-710-2075

Email Address: thill2@jmt.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.

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-011

Right of Way Acquisition Services

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: Johnson, Mirmiran & Thompson, Inc. (JMT)

CONTACT PERSON: Troy Hill

ADDRESS: 300 Chastain Center Blvd.

CITY: Kennesaw **STATE:** GA **ZIP:** 30144

PHONE: 770-710-2075 **FAX:** N/A

EMAIL ADDRESS: thill2@jmt.com

E. Warren Bennett

March 20, 2023

SIGNATURE

DATE

ADDENDUM #1

1. **Q:** Should we add lines on the fee sheet for CTC and sign reports? **A: No, if necessary, this should be considered in your unit price for Appraisal Report.**
2. **Q:** Parcel 3 – the permanent easement encumbers several parking spaces at this Wells Fargo bank location. We see no note that the parking is not to be disturbed. Will a separate cost to cure be provided to address the parking loss? **A: A Cost to Cure should be included in your unit price for Appraisal Report.**
3. **Q:** The form on page 1 of your PDF does not have separate lines for strip take fees versus before and after fees (parcel 3). What is the best way to present the quotes? **A: All fees should be accounted for with the five-line items in Exhibit B.**
4. **Q:** Regarding item number two, Prepare appraisal reports, sign reports, and specialty valuation reports and number four, Present the monetary offer (approved by the City of Tucker) to the property owner and negotiate a settlement. Are the City requesting that the Appraiser to appraise the parcels and then negotiate the FMV offer to the property owner in which they appraised? **A: Yes, the consultant is to present the offer after approval from the city.**
5. **Q:** The selected consultant must be a Georgia Department of Transportation Qualified Right of Way Appraiser. Please explain the direct the city decided to take regarding this policy. **A: There are federal funds in the construction phase of this project. As such, GDOT Right-of-Way Acquisition procedures must be adhered to.**
6. **Q:** Regarding scope of work item #2: Will the City of Tucker or GDOT provide the Review Appraiser for Fair Market Value release? **A: The right-of-way acquisition is being funded by the City of Tucker. Because there are federal funds in the construction phase of this project, GDOT Right-of-Way Acquisition procedures must be adhered to.**
7. **Q:** Regarding scope of work items #1 & 5: Will the City of Tucker provide the Final Title after closing, or is this the responsibility of the “contractors” attorney. Need clarification on this. **A: The City will provide final title after closing.**
8. **Q:** In the proposal it requests title opinions and closing packages. Is the City of Tucker providing the attorney to close the acquisitions? Typically, whoever provides the title opinions (attorney) is the same one to close the parcels. Are we to engage an attorney to provide the title opinions and close the parcels? Please advise. **A: The city will conduct the closing and recording.**

Contact Information Form

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

Full Legal Name of Company: Johnson, Mirmiran & Thompson, Inc. (JMT)

Contractor Information:

Primary Contact Person: Troy Hill

Title: Project Manager Telephone Number: 770-710-2075

Secondary Contact Person: E. Wrenn Barrett

Title: Vice President Telephone Number: 803-626-1745

Address: 300 Chastain Center Blvd., Suite 325

City / State / Zip: Kennesaw, GA 30144

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: thill2@jmt.com

Federal Employee ID Number (FEIN): 520963531

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Johnson, Mirmiran & Thompson, 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.

40 Wight Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Hunt Valley, MD 21030

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 2 - 0 9 6 3 5 3 1

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 ►

Sharon Scholz

Date ►

1/1/2023

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Johnson, Mirmiran & Thompson, Inc. (JMT)
Solicitation/Bid number or Project Description:	ITB #2023-011, City of Tucker, Right of Way Acquisition Services

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:

413974
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

5-20-2011
Date of Authorization

Johnson, Mirmiran & Thompson, Inc. (JMT)
Name of Contractor

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

E. Wrenn Barrett
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)

E. Wrenn Barrett
Signature (of Authorized Officer or Agent)

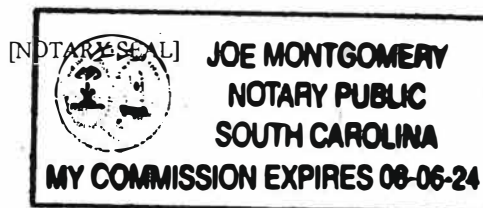
March 30, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF MARCH, 2023

[Signature]
Notary Public

My Commission Expires: 8-6-2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622	CONTACT NAME: Certificate Administrator PHONE (A/C, No, Ext): 443-798-7499 E-MAIL ADDRESS: bw2.bsd.certs@ajg.com FAX (A/C, No): 443-798-7290
INSURED Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2043423713**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO017137408	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP017137508	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 RETENTION \$			6011444526	9/1/2022	9/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0017137809	9/1/2022	9/1/2023	<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

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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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JOHNMIR-02

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Berkshire Hathaway Specialty Insurance Company
	NAIC # 22276
INSURED Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			42-EPP-325285-01	12/1/2022	12/1/2023	Per Claim/Aggregate 10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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

Organization Chart



JMT Principal in Charge

Wrenn Barrett, PE
Vice President

Acquisition Project Manager Troy Hill

Title Search and Certificate

SAAG
Marcy Bridges*

Appraisal Report

Appraisal Report Level 3
Eric Murray*

Appraisal Report Level 1
Art Buckley*

Detailed ROW Cost Estimate

**Detailed Cost
Estimator**
Troy Hill

**Detailed Cost
Estimator**
Keith Deyton

Parcel Negotiation

Negotiation Agent 3
Troy Hill

Negotiation Agent 3
Keith Deyton

Negotiation Agent 3
Allen Bruce

Closing Packet Preparation

**Administrative
Assistant**
Lois Asaro

Optional Services if Needed

Relocation Services

**Relocation Package
Preparation**
Troy Hill

**Relocation Negotiation
Agent**
Keith Deyton

**Relocation Negotiation
Agent**
Allen Bruce

Administrative Review Officer (Appeals)

Administrative Review Officer
Troy Hill

Administrative Review Officer
Keith Deyton

Appraisal Review Report

Appraisal Reviewer
Troy Hill

Cost to Cure Report

Cost to Cure Lead
Patrick Miles

Cost Estimator
Frans van Leeuwen

Traffic Operations
Phillip Jackson

Survey Lead
David Millen

*Subcontractor to Prime JMT

RESUMES OF KEY STAFF



TROY HILL **Project Manager**

Mr. Hill was employed at GDOT for more than 31 years in the Right of Way Division. He has been involved in a multitude of Local, State, and Federally funded roadway projects. He recently retired from GDOT as the State Right of Way Administrator. Mr. Hill has more than 30 years of experience in acquiring Right of Way on State and Federal roadways. He has extensive knowledge and experience in Acquisition and Valuation procedures and processes. Mr. Hill has done extensive work with state and federal agencies, and associated laws and regulations. Additionally, he has worked on multiple Design Build, P3, and MMIP projects.

Education:

BS, Agricultural Business/Economics

Registrations:

Certified General Real Property Appraiser
Real Estate Sales Person License

GDOT Approved Prequalifications

A-1 Conceptual Stage Study; A-2 Relocation Package Preparation; A-3 Relocation Package Reviewer
C-1 Appraisal Report (Level 1); C-2 Appraisal Review Report; C-9/9A Detailed ROW Cost Estimate; C-10 Preliminary ROW Cost Estimate; C-11 Concept Team mtgs.
D-1 ROW Project Manager; D-2 Pre-acquisition Agent; D-3 Acquisition Manager; D-4-D Negotiation Agent 3; D-5 Relocation Negotiation Agent; D-6 Administrative Review Officer; D-8 District Acquisition Support Consultant
E-6 Surplus Property Disposal Agent; E-7 Surplus Property Leasing Agent; E-8 Surplus Property Management Project Manager
F-1 Court Coordinator

PROJECT EXPERIENCE

GDOT District Acquisition Manager: Responsible for GDOT District Pre-acquisition and Acquisition:

US 29/SR 8 road widening | Hall/Clarke Counties: US 441 road widening Jackson /Clarke Counties.

SR 53 road widening | Hall County: SR 72 road widening Clarke/Madison/Elbert Counties.

GDOT Consultant Coordinator: Managed Consultants Pre-acquisition and Acquisitions.

SR 20/SR 316 Interchange | Gwinnett County: SR 92 road widening in Douglas County, SR 17 road widening in Stephens County, Alcovy Road widening in Newton County.

OPD Turnkey: Project oversight involvement on GDOT major Turnkey projects.

I-285/Bouldercrest Rd Interchange | Dekalb County: SR 20 road widening Forsyth/Cherokee Counties.

SR 5 widening Fannin County

SR 162 widening Rockdale/Newton Counties

OID: Project oversight involvement on GDOT major Design Build, P3, MMIP projects.

NW Corridor I-75/I-575 Express Lanes Dekalb County: I-285/SR 400 Express Lanes Dekalb County.

I-16/I-95 Interchange Chatham County, Savannah Harbor Expansion Chatham County

Project oversight involvement on major Local project: SR 400/McGuinness Ferry Road Interchange Dekalb County.

Administrative Reviews – performed GDOT appeal process for administrative settlements:

SR 400/SR 53 Intersection Dawson Co; SR 81/SR 316 Interchange Barrow County US 129 Cleveland By-pass White County

Martha Berry Blvd. improvements Floyd County



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:
Troy A. Hill

Issue Date:
January 17, 2023

Address:
195 Tapp Wood Road
Hoschton, Georgia 30548

Date of Expiration
January 17, 2026

Signature: 

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☒ A-1 Conceptual Stage Study
- ☒ A-2 Relocation (Benefits Package Prep)
- ☒ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☒ B-1 Plan Review
- ☒ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☒ C-1 Appraisal Report – Level 1
- ☒ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☒ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 R/W Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☒ E-6 Surplus Property Disposal Agent
- ☒ E-7 Surplus Property Leasing Agent
- ☒ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☒ F-1 Court Coordinator

KEY STAFF



KEITH DEYTON
Negotiation Lead

Mr. Dayton has more than 21 years of experience in acquiring Right of Way on State and Federal roadways. He is a former GDOT employee who, when he retired, was Asst. District Right of Way Team Manager. He has extensive knowledge and experience in Acquisition and Valuation procedures and processes. Mr. Dayton also has extensive knowledge and experience with State and Federal Agencies, and associated laws and regulations.

Project Experience

US 29/SR 8 road widening Hall/Clarke Counties
SR 53 Winder Hwy road widening Hall County
McKever Road widening Hall County
US 441 road widening Jackson /Clarke Counties
Watkinsville By-pass Oconee County
SR 17 road widening Stephens County
Winder By-pass Barrow County
SR 81/SR 316 Interchange Barrow County

Registrations:

Certified General Real Property
Appraiser

Real Estate Salesperson

GDOT Approved Pre-qualifications:

C-9/9A Detailed ROW Cost Estimate;

C-10 Preliminary ROW Cost Estimate;

D-1 ROW Project Manager; D-2 Pre-

acquisition Agent; D-3 Acquisition

Manager; D-4-D Negotiation Agent 3;

D-5 Relocation Negotiation

Agent; D-6 Administrative Review

Officer; D-8 District Acquisition Support
Consultant

E-6 Surplus Property Disposal Agent



LOIS ASARO
Administrative Assistant

Ms. Asaro will provide administrative support services. She will assist the team with GIS research, deed research, preparing DOT documents for the agents for acquisition, keeping spreadsheets, facilitating the final reports, closings, and mailings.

Project Experience

U-5834 Mills Gap Road | NCDOT
U-2519 Design-Build | NCDOT
U-4700CA | NCDOT
U-4700CB | NCDOT
U-5814 15/501 Pinehurst | NCDOT
U-5850 Randleman Road | NCDOT
Ashe 15 ROW | NCDOT



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:

Keith Edmond Deyton

Issue Date:

January 25, 2023

Address:

P.O. Box 643
Clarkesville, Georgia 30523

Date of Expiration

January 25, 2026

Signature:

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 R/W Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☒ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

KEY STAFF



ALLEN BRUCE Negotiation Agent

Mr. Bruce has more than seven years of experience in acquiring Right of Way on State and Federal roadways. He also has extensive knowledge and experience with State and Federal Agencies, and associated laws and regulations. Mr. Bruce served for seven years at GDOT District 6, where he retired as Right of Way Specialist.

Project Experience

Southeast Rome Bypass, new construction, Floyd County
Cherokee Roundabout, Highway 369-372 intersection, Cherokee County
Highway 441 widening and improvement, Tennega, Murray County
Highway 5/McCaysville Bypass, Fannin County
Roundabouts at I-75/Cass-White Road, Bartow County
Highway 52 Improvements, Murray County
Highway 53 improvements, Marble Hill, Pickens County
Highway 136 improvements, Talking Rock, Pickens County
Highway 140 turning lanes, Cherokee County
Highway 41 bridge replacement, Bartow County

Education:

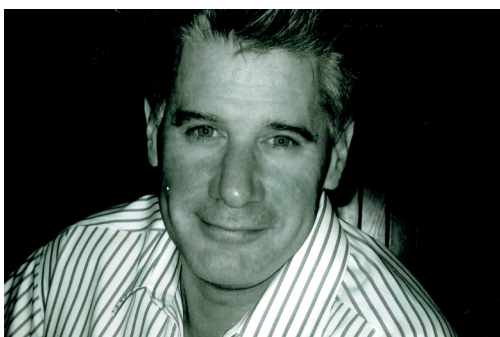
MPA,
BA, Psychology

Registrations:

Real Estate Broker's License

GDOT Approved Prequalifications

Approved for D-3 Acquisition Manager
D-4 Negotiation Agent
D-5 Relocation Negotiation Agent



ARTHUR BUCKLEY Appraisal Level 1



Mr. Buckley formerly served in the land acquisitions division for GDOT, where he acquired land and properties for roadway expansion and development for the State of Georgia. Duties included negotiating, appraising, on-site review, preliminary and detailed cost estimates. He has 25 years of experience in acquiring Right of Way on state and federal roadways, as well as Acquisition and Valuation procedures and processes. Additionally, he has managed multiple Design Build, P3, and MMIP projects.

Project Experience

I-285 / GA400 Interchange project NW Corridor I-75/I-575 Express Lanes Dekalb County
SR 400/McGuinness Ferry Road Interchange Dekalb County
SR 92 road widening Fulton County
SR 9 road widening Forsyth County
US 1 widening Jefferson County
SR 15 improvements Washington County

Education:

BS, Civil Engineering

Registrations:

Certified Real Estate Appraiser: GA, TN
Real Estate Salesperson License: GA, TN

EIT Certificate

GDOT Approved Prequalifications:

C-1 Appraisal Report (Level 1)
C-9 Detailed Cost Estimator
C-9-A Detailed ROW Cost Estimator for Negotiation
C-10 Preliminary Cost Estimator



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:

Thomas Allen Bruce

Issue Date:

February 17, 2023

Address:

519 Carrington Court
Canton, Georgia 30115

Date of Expiration

February 17, 2026

Signature:

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☐ C-1 Appraisal Report – Level
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☐ C-9 Detailed Cost Estimator
- ☐ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☐ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☐ D-1 R/W Project Manager
- ☐ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☐ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☐ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:

Arthur Buckley

Issue Date:

March 20, 2023

Address:

Colony Appraisal Inc.
1606 Carroll Lane
Chattanooga, Tennessee 37405

Date of Expiration

March 20, 2026

Signature:

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☒ C-1 Appraisal Report – Level 1
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☐ C-11 Concept Team Meetings

D – Acquisition Services

- ☐ D-1 R/W Project Manager
- ☐ D-2 Pre-Acquisition Agent
- ☐ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☐ D-4-D Negotiation Agent 3
- ☐ D-5 Relocation Negotiation Agent
- ☐ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☐ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

KEY STAFF



ERIC K. MURRAY
Appraiser Level 3



Education:

BA, Management

Registrations:

Certified General Real-Estate
Appraiser

Real Estate Salesperson

Plan Development Process (PDP)

GDOT Approved Pre-qualifications:

C-1 Appraisal Report (Level 3); C-2
Appraisal Review Report; C-9/9A
Detailed ROW Cost Estimate; C-10
Preliminary ROW Cost Estimate;
C-11 Concept Team mtgs.; D-1 ROW
Project Manager; D-2 Pre-acquisition
Agent; D-3 Acquisition Manager; D-4-D
Negotiation Agent 3; D-5 Relocation
Negotiation Agent; D-6 Administrative
Review Officer; D-8 District Acquisition
Support Consultant; D-9 ROW Training
Instructor

Mr. Murray is a former GDOT employee, where his responsibilities included performing project inspections to determine scope of work for appraisal assignments. He has more than 16 years of experience in real estate, project management, right of way acquisition, appraisal, appraisal review, continuing education and training. Mr. Murray also has experience assisting the State R/W Administrator in making sure that policies and procedures were being followed per federal and state regulations and managing negotiations of GA Power Company acquisitions statewide.

Project Experience

0003682 Forsyth SR 20 Widening; 0006253 Putnam Greene SR 44 Widening; 0008680 Warren Access Road; 0012865 Columbia Hereford Road Widening; 0011434 Muscogee Old Cusseta Road Widening; 0013616 Washington Sandersville By-Pass; 0013628 Rockdale SR 162 Widening; 0015095 Newton Access Road Realignment; 0006934 Rockdale Courtesy Parkway Extension; 0008364 Columbia SR 28 Widening; 0011373 Columbia SR 47 @ I-20 Improvements; 0008289 Tattnall SR 57 Passing Lanes; 270900 Baldwin Bridge Replacement



MARCY BRIDGES
Project Attorney (SAAG)

Ms. Bridges has represented GDOT and Bibb County on numerous road projects through title research and certification, the acquisition of property through real estate closings and condemnations, and the settlement and litigation of condemnations. She also represents GDOT in the disposition of surplus property and closes commercial and residential real estate

Project Experience

Bibb County – I-75/I-16, Forest Hill Road, Hartley Bridge Road, Riverside Drive, Sardis Church Road; Bleckley/Dodge Counties – SR 87; Clayton/Henry Counties – SR 42; Coweta County – SR 14; Henry/Dekalb Counties – SR 155; Houston County – SR 96; Putnam – SR 24; Sumter County – US 19; Troup County – SR 18, SR 27; Upson County – SR 3

Education:

JD

BA, History

Registrations:

Special Assistant Attorney General
for GDOT

State Bar of Georgia

Macon Bar Association

William Augustus Bootle Inn of
Court



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:

Eric K. Murray

Issue Date:

March 18, 2021

Address:

Tennille Valuation & Consulting Services, LLC
6805 Tennille Oconee Road
Tennille, Georgia 31089

Date of Expiration

March 17, 2024

Signature:

Troy A. Hill, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☐ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☒ C-1 Appraisal Report – Level 3
- ☒ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☒ C-11 Concept Team Meetings

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- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
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- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☒ D-9 ROW Training Instructor

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- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Approval of a Supplemental Project Framework Agreement for the Tucker-Northlake Trail

Description for on Agenda:

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

Issue:

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

Recommendation:

Staff recommends approving this supplemental PFA.

Background:

The Tucker-Northlake Trail is under design by Heath & Lineback for a total of \$1,969,795.60. The Atlanta Regional Commission originally authorized \$560,000 of federal funding for the engineering design of this project, leaving the remaining \$1.4M to be locally funded. However, staff submitted an application for additional TIP funding that has been approved. The new federally funded amount is \$1.4M. The remaining balance would be funded by the City (\$519,795) and the Tucker Northlake CID (\$50,000).

Summary:

A supplemental PFA is required to accept the additional federal funds for this project.

Financial Impact:

The City's required local match of \$519,795 will be funded over the next 5 years from the SPLOST program.

SUPPLEMENTAL AGREEMENT NO. 1**To the PROJECT FRAMEWORK
AGREEMENT****By And Between****GEORGIA DEPARTMENT OF
TRANSPORTATION****And****CITY OF TUCKER**

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

☒ **CFDA # 20.205 -
Highway Planning and
Construction Cluster**

☐ **CFDA # 20.219 -
Recreational Trails
Program**

This Agreement, made and entered into this, _____ by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF TUCKER, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS the DEPARTMENT and the SPONSOR heretofore entered into a Project Framework Agreement dated, October 17, 2022 for Contract ID: 48400-425-PFAOPD22019679 hereinafter called the "ORIGINAL AGREEMENT", for the purpose of having the SPONSOR reimbursed federal funds for PI # 0019054, (Tucker-Northlake Trail fm Downtown Tucker to Northlake Mall) (10-12' wide multi-use trail facility begins at the terminus of Segment 1A at 2nd Street, crosses over Fellowship and Brockett Roads, and continues west on independent alignment through woods behind existing industrial

buildings until reaching Northlake Pkwy. The trail will travel along Northlake Pkwy as a side-path until terminating at Northlake Mall, approximately 3.0 miles in length) such work hereinafter called the "PROJECT", and

NOW, THEREFORE, THE PARTIES mutually agree that for and in consideration of the mutual benefits to flow from each to the other:

1. The ORIGINAL AGREEMENT, dated October 17, 2022 shall be modified as follows: Exhibit A, shall be deleted in its entirety and replaced the attached Exhibit A dated January 5, 2023, TIP Sheet.

2. All terms and conditions of the ORIGINAL AGREEMENT except as modified, changed or amended by the Parties, in writing, shall remain in full force and effect.

3. The WHEREAS Clauses and Exhibits hereto are a part of this Supplemental Agreement and are incorporated herein by reference.

4. The Original Agreement, as amended, constitutes the full, complete and entire understanding between Parties.

[REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

CITY OF TUCKER, Georgia

BY: _____
Commissioner

BY: _____
Frank Auman, Mayor

ATTEST:

Signed, sealed, and delivered this _____
in the presence of:

Treasurer

Lisa Owen, Records Management Clerk
Witness

Bonnie Warne, City Clerk
Notary Public

This Agreement approved by City of Tucker,
the _____.

Attest

Tami Hanlin, City Manager

81-2478360

Federal Employer Identification Number:

EXHIBIT A

DK-460

0019054

Programmed

TUCKER-NORTHLAKE TRAIL

FROM DOWNTOWN TUCKER TO NORTHLAKE MALL

Jurisdiction

DeKalb County

Sponsor

City of Tucker

Service Type

Last Mile Connectivity / Sidepaths and Trails

Existing

Planned

Length (mi.)

Network Year

N/A

N/A

2.6

TBD

Analysis

LCI

Flex

Exempt from Air Quality Analysis (40 CFR 93)

☐

☐

ATTACHMENT A
BUDGET ESTIMATE

Original Project Framework Agreement

Maximum Federal Share:	\$560,000.00
Local Share:	\$140,000.00
Original Total Agreement Amount:	\$700,000.00

Supplemental Agreement (SA) No. 1 Amount

SA Federal Supplemental Share:	\$1,400,000.00
SA Local Participation/Share:	\$569,795.00
Total Supplemental Amount:	\$1,969,795.00

Composite Amount
(Original Contract Plus Supplemental Agreement No. 1)

Revised Total Federal Share:	\$1,960,000.00
Local Participation/Share:	\$709,795.00
Revised Total Agreement Amount:	\$2,669,795.00



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Contract Amendment #2 for Chamblee Tucker Road Lane Diet

Description for on Agenda:

Contract Amendment #2 for Chamblee Tucker Road Lane Diet

Recommendation:

Staff recommends approving this contract amendment for \$92,000.

Background:

The Chamblee Tucker Road Lane Diet is substantially complete. There is still some minor signal work remaining. The contractor, CW Matthews has submitted invoicing for this project that exceeds the contract amount. Current invoicing is \$47,427.08 over the contract amount. The amount yet to be invoiced is estimated at \$43,834.75.

Summary:

Cost overruns, totaling 4% of the overall contract amount, on this project were due to underestimated asphalt and striping quantities, and a sinkhole under the road that was discovered during construction.

Financial Impact:

\$92,000 will be funded from the Engineering Contingency account.



CONTRACT AMENDMENT AGREEMENT

C2021-018-AMD-002

This CONTRACT AMENDMENT AGREEMENT ("Amendment") is dated _____ day of _____, in the year 20____ (the "effective Date"), by and between the City of Tucker, GA located at 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084, and CW MATTHEWS CONTRACTING COMPANY located at 1600 KENVIEW DRIVE, MARIETTA, GA 30060 (collectively, the "Parties").

WHEREAS the Parties entered into ITB 2021-018 agreement on December 10th, 2021 (date of original contract).

WHEREAS the Parties hereby agree to amend the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- * The Original Contract, which is attached hereto, contains a limited scope (EXHIBIT A). Cost overruns have been noted as related to that scope per the attached documentation and agreed upon by both parties.
- * The Parties agree to amend the Original Contract in the amounts noted in the attached documentation (EXHIBIT B) **not to exceed \$92,000**.
- * The amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

This agreement shall be signed by:

City of Tucker

CW MATTHEWS

Name

Name

Title

Title

Date

Date



CONTRACT AGREEMENT ITB# 2021-018

C2021-017-SP2112

Chamblee Tucker Road Lane Diet

This Agreement made and entered into this 10th day of Dec in the year 2021; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and C.W. Matthews Contracting Co. Inc. ("Contractor"), located at 1600 Kenview Drive, Marietta, GA 30060.

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 #2021-018** 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 #2021-018**; and

WHEREAS, the Contractor's submittal was deemed by the City of Tucker to be the most qualified submittal to the City per the scope of services.

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

1.0 Scope of Work

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

EXHIBIT A – SCOPE OF SERVICE

EXHIBIT B – COST PROPOSAL

EXHIBIT C – W-9

EXHIBIT D – CERTIFICATE OF INSURANCE

EXHIBIT E – IMMIGRATION & SECURITY FORM

EXHIBIT F – CONTACT INFORMATION

EXHIBIT G – ADDENDUMS

EXHIBIT H – PERFORMANCE AND PAYMENT BOND (if applicable)

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract.

3.2. Billings. If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

Invoices are to be emailed to invoice@tuckerga.gov. A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted: **"Exhibit C"**.

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

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

4.0 Duration of Contract

4.1. Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.

4.2. Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

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

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

5.0 Independent Contractor

5.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Tucker. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Tucker Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Tucker and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for

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

6.0 Indemnification

6.1 To the extent allowed by law, the Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

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

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

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

7.1 Final Completion, Acceptance, and Payment

- A. Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- B. Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. **“Exhibit D” (Certificate of Insurance).**

11.0 Termination

11.1. Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64 and 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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

(i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

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

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

(ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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

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

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

12.0 CLAIMS and DISPUTE RESOLUTION

12.1 Claims Procedure

A. If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.

B. Contractor shall file its Claim within the earlier of: 120 Days from City's final in accordance with section 8; or the date of Final Acceptance,

C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional

compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.

D. If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

E. If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.

F. After Contractor has submitted a fully documented Claim that with all applicable provisions of section 8, City shall respond, in writing, to Contractor with a decision within sixty (60) Days the date the Claim is received. or with notice to Contractor of the date by which it will render its decision.

12.2 Arbitration

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

B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of DeKalb County.

D. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

E. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.

F. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

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

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

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

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

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

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

14.0 Inclusion of Documents

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

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

1. Equal Employment Opportunity — The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;

3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the Contractor purchases ownership with grant support
4. Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

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

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Work Place

18.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

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

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

18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

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

22.0 Governing Law

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

23.0 Entire Agreement

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

24.0 Special Terms and Conditions

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

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

CITY OF TUCKER:

By: [Signature]
Title: City Manager
Name: Tami Paulin
Date: 12/10/2021

Attest: [Signature]
Bonnie Warne, City Clerk

CONTRACTOR:

By: [Signature]
Title: President
Name: Daniel P. Garcia
Date: 12/9/21
Company Name: C. W. Matthews
Contracting Company, Inc.

(seal)



Exhibit A:
Project Specifications / Scope of Work
ITB #2021-018 Chamblee Tucker Road Lane Diet

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the Chamblee Tucker Road Lane Diet project.

Chamblee Tucker Road is to be improved from Lavista Road to Tucker Norcross Road (approx. 2.1 miles). Improvements include asphalt patching, milling, paving, curb & gutter, sidewalk, traffic signal installation, signage, and pavement markings. The complete scope, plans, and other relevant information for ITB 2021-018 Chamblee Tucker Road Lane Diet is available for download on the City of Tucker website: <http://tuckerga.gov> or request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications;
- City of Tucker ordinances and regulations;
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

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

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

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide references demonstrating experience completing projects of similar scope.

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

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by June 15, 2022. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final striping and punch list work).

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures on Chamblee Tucker Road are limited to the hours of 9:00AM to 4:00PM. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Hours of operation for subdivision streets shall be 8:00AM to 7:00PM.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by June 15, 2022. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages 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 unto 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 ninety (90) days after the time has been called on the

date of opening.

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

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond for work being done by a subcontractor 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 the project one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct his work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the

State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings should be included in the items for the permanent thermoplastic markings.

The contractor shall be responsible for providing and installing variable message boards at each end of Chamblee Tucker Road. The message boards shall be installed at least one week prior to the commencement of work. and at least one month prior to the conversion to a 3-lane section. Wording to be used on the message boards shall be provided by the City. The boards shall remain in place until all contract work (excluding punch list) has been completed and accepted. Payment for this will be included in the item for Traffic Control.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

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

good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the signing & marking plans including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

See construction plans.

Exhibit B: Cost Proposal

ITB #2021-018 Chamblee Tucker Road Lane Diet					
ITEM NO.	UNITS	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
150-1000	LS	TRAFFIC CONTROL	1	342,401.36	342,401.36
210-0100	LS	GRADING COMPLETE	1	93,426.61	93,426.61
402-1802	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	1,000	142.48	142,480.00
402-3190	TN	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	6,603	86.39	570,433.17
402-4510	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	5,294	96.79	512,406.26
413-0750	GL	TACK COAT	2,975	2.15	6,396.25
432-0214	SY	MILL ASPH CONC PVMT, 3 ½ IN DEPTH	59,068	3.91	230,955.88
432-5010	SY	MILL ASPH CONC PVMT, VARIABLE DEPTH	3,907	3.61	14,104.27
441-0104	SY	CONC SIDEWALK, 4 IN	293	106.04	31,069.72
441-0108	SY	CONC SIDEWALK, 8 IN	68	125.49	8,533.32
441-0748	SY	CONCRETE MEDIAN, 6 IN	793	75.14	59,586.02
441-4020	SY	CONC VALLEY GUTTER, 6 IN	29	81.26	2,356.54
441-6222	LF	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	448	32.84	14,712.32
500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	20	312.52	6,250.40
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	378	31.00	11,718.00
636-1036	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	221	32.00	7,072.00
636-2070	LF	GALV STEEL POSTS, TP 7	660	11.00	7,260.00
636-2090	LF	GALV STEEL POSTS, TP 9	408	13.00	5,304.00
636-4104	EA	PLASTIC FLEXIBLE DELINEATOR, TP 2B	137	85.00	11,645.00

647-1000	LS	TRAFFIC SIGNAL INSTALLATION NO - 1 - LIVSEY RD AT CHAMBLEE TUCKER RD	1	10,925.00	10,925.00
647-1000	LS	TRAFFIC SIGNAL INSTALLATION NO - 2 - TUCKER NORCROSS RD AT CHAMBLEE TUCKER RD	1	3,780.00	3,780.00
647-1030	EACH	RRFB INSTALLATION - INSTALL CITY PROVIDED RRFB ASSEMBLY - SINGLE SIDED RRFB, SOLAR POWERED	28	2,160.00	60,480.00
647-1030	EACH	RRFB INSTALLATION - PROVIDE AND INSTALL RRFB ASSEMBLY - SINGLE SIDED SUPPLEMENTAL RRFB, HIGH CAPACITY SOLAR POWERED	1	7,025.00	7,025.00
647-6200	EA	LOOP DETECTOR, 6 FT X 6 FT, BIPOLE	13	580.00	7,540.00
647-6300	EA	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	10	1,135.00	11,350.00
653-0120	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	96	85.00	8,160.00
653-0130	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	1	150.00	150.00
653-0210	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 1	8	150.00	1,200.00
653-0132	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 3A	2	250.00	500.00
653-1501	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN. WHITE	21,166	0.50	10,583.00
653-1502	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN. YELLOW	14,642	0.50	7,321.00
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN. WHITE	618	8.50	5,253.00
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN. WHITE	3,519	2.75	9,677.25
653-3501	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN. WHITE	4,031	0.35	1,410.85
653-3502	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN. YELLOW	8,429	0.35	2,950.15
653-6004	SY	THERMOPLASTIC TRAF STRIPING, WHITE	636	5.00	3,180.00
653-6006	SY	THERMOPLASTIC TRAF STRIPING, YELLOW	1,954	5.00	9,770.00
654-1001	EA	RAISED PVMT MARKERS TP 1	576	5.00	2,880.00
654-1003	EA	RAISED PVMT MARKERS TP 3	201	5.00	1,005.00
				PROJECT TOTAL:	\$ 2,243,251.37

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.



Company Name: C. W. MATTHEWS CONTRACTING CO., INC.

Address: 1600 Kenview Drive, Marietta, Georgia 30060

Contact Person: Michael Kleuckling, Vice President

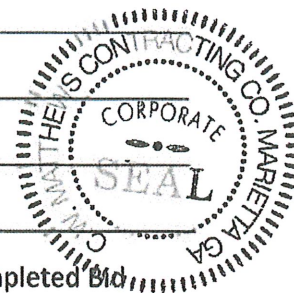
Phone Number: 770-422-7520

Email Address: mikek@cwmatthews.com

Signature: 

Michael Kleuckling, Vice President

*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



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. C W MATTHEWS CONTRACTING CO, INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>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.</small> <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) <u>5</u> 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. PO BOX 970	Requester's name and address (optional)
6 City, state, and ZIP code MARIETTA, GA 30061	
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	6	5	2	7	2
9									

Part II Certification

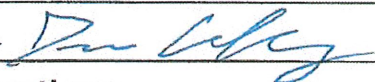
Under penalties of perjury, I certify that:

- 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 ► 2/11/2021

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

CERTIFICATE OF SELF-INSURANCE

This is to certify that C. W. Matthews Contracting Co., Inc. has qualified as required by law, as a self-insurer with the appropriate agencies within the State of Georgia, and provides coverages under its program of self-insurance as follows:

TYPE OF INSURANCE	DESCRIPTION	EXPIRATION DATE	LIMITS OF LIABILITY		
GENERAL LIABILITY Comprehensive Coverage Explosion and Collapse Hazard Underground Hazard Contractual Coverage Independent Contractors Personal Injury Products/Completed Operations Hazard	Self-Insured (C. W. Matthews Contracting Co., Inc. has set aside funds to provide the following Limits of Liability)	12-31-21	Bodily Injury and Property Damage Combined	EACH OCCURENCE	AGGREGATE
				\$3,000,000	\$6,000,000
AUTOMOBILE LIABILITY Comprehensive Coverage Owned & Non-Owned Vehicles	Self-Insurance Certificate No. SI-52729014 issued by Georgia Department of Insurance	12-31-21	Bodily Injury and Property Damage Combined	\$3,000,000	
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	Qualified Self-Insurer with Georgia State Board of Workers' Compensation by proof of ability to pay compensation direct	Continuous Renewal 01-01-21 to 12-31-21	Workers' Compensation – Statutory		
			Employers' Liability - \$1,000,000 Each Accident		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: Project: ITB# 2021-018 Chamblee Tucker Road Lane Diet. CWM # 2762					
CHANGES: Should any of the above described coverages be changed before the expiration date thereof, C. W. Matthews Contracting Co., Inc. will endeavor to mail thirty (30) days written notice to the below named certificate holder.					

NAME AND ADDRESS OF CERTIFICATE HOLDER:

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

DATE ISSUED: November 29, 2021

BY: *Sheldon Fram*

SHELDON FRAM
DIRECTOR OF RISK MANAGEMENT
C. W. MATTHEWS CONTRACTING CO., INC.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	C. W. Matthews Contracting Co., Inc.
Bid/Contract No.:	ITB #2021-018 Chamblee Tucker Road Lane Diet

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this contract with the Georgia Department of Community Health (hereinafter "DCH"), Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to DCH at the time the subcontractor(s) is retained to perform such service.

32751

EEV / E-Verify™ Company Identification Number

[Signature]
BY: Signature of Authorized Officer or Agent
of Contractor

12/1/21
Date

Daniel P. Garcia

Printed Name of Authorized Officer or Agent

President

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

1 DAY OF December, 2021
[Signature]
Notary Public

My Commission Expires:



*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

EXHIBIT "F"

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

Full Legal Name of Company: C. W. Matthews Contracting Co., Inc.

Contractor Information:

Primary Contact Person: Mike Kleuckling

Title: Vice President - Estimating Telephone Number: 770-422-7520

Secondary Contact Person: Michael Morales

Title: Assistant Controller Telephone Number: 770-422-7520

Address: 1600 Kenview Drive

City / State / Zip: Marietta, GA 30060

Mailing Address (If different than above): PO Drawer 970

City / State / Zip: Marietta, GA 30061

E-mail Address: mikek@cwmatthews.com

Federal Employee ID Number (FEIN): 58-0652729

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

RFP #2021-018

Chamblee Tucker Road Lane Diet

Upon receipt, please print and add to your proposal

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

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.

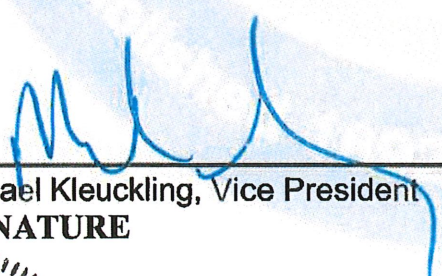
CONTACT PERSON: Michael Kleuckling, Vice President

ADDRESS: 1600 Kenview Drive

CITY: Marietta **STATE:** Georgia **ZIP:** 30060

PHONE: 770-422-7520 **FAX:** 770-422-9361

EMAIL ADDRESS: mikek@cwmatthews.com


Michael Kleuckling, Vice President
SIGNATURE

November 4, 2021
DATE



CHUBB

EXHIBIT # 14

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Payment Bond

Bond No. K40470323

Amount \$ 2,243,251.37

Know All Men By These Presents,

That we, C. W. Matthews Contracting Company Inc.
1600 Kenview Drive, Marietta, GA 30060

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Tucker Georgia

1975 Lakeside Parkway, Suite 350, Tucker, GA 30084

(hereinafter called the Obligee),

in the sum of Two Million Two Hundred Forty Three Thousand Two Hundred Fifty One Dollars and Thirty Seven Cents

Dollars

(\$ 2,243,251.37), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated November 29, 2021
for

ITB #2021-018 Chamblee Tucker Road Lane Diet

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any subcontractor, materialmen or laborer having a just claim, then this obligation shall be void; otherwise to remain in full force and effect, subject, however to the following condition:

No suit or action shall be commenced hereunder by any claimant:

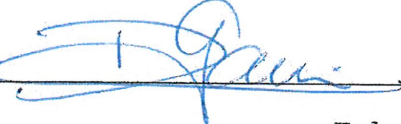
- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

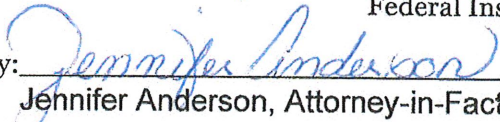
- b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Sealed with our seals and dated this 29th

day of November, 2021

C. W. Matthews Contracting Co., Inc.

By:  Principal
DANIEL P. GARCIA
PRESIDENT

By:  Federal Insurance Company
Jennifer Anderson, Attorney-in-Fact



CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance Bond

Bond No. K40470323

Amount \$ 2,243,251.37

Know All Men By These Presents,

That we, C. W. Matthews Contracting Company Inc.
1600 Kenview Drive, Marietta, GA 30060

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

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

(hereinafter called the Obligee),

in the sum of Two Million Two Hundred Forty Three Thousand Two Hundred Fifty One Dollars and Thirty Seven Cents Dollars
(\$ 2,243,251.37), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th

day of November, 2021

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated November 29, 2021
for

ITB #2021-018 Chamblee Tucker Road Lane Diet

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

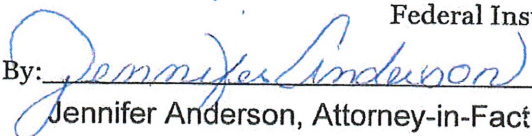
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

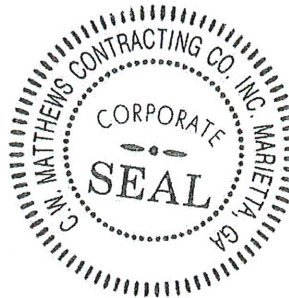
C. W. Matthews Contracting Co., Inc.

By: 

Principal
DANIEL P. GARCIA
PRESIDENT

By: 
Jennifer Anderson, Attorney-in-Fact

Federal Insurance Company



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anderson, David B. Burruss, James R. Elrod, Eugene Y. Northcutt, Brenda Ray, William D. Smith Jr. and Odie E. Wilson of Marietta, Georgia -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of February, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 19th day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 29th day of November, 2021 Bond No. K40470323



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Contract Amendment #2 for Chamblee Tucker Road Lane Diet

Description for on Agenda:

Contract Amendment #2 for Chamblee Tucker Road Lane Diet

Recommendation:

Staff recommends approving this contract amendment for \$92,000.

Background:

The Chamblee Tucker Road Lane Diet is substantially complete. There is still some minor signal work remaining. The contractor, CW Matthews has submitted invoicing for this project that exceeds the contract amount. Current invoicing is \$47,427.08 over the contract amount. The amount yet to be invoiced is estimated at \$43,834.75.

Summary:




Cost overruns, totaling 4% of the overall contract amount, on this project were due to underestimated asphalt and striping quantities, and a sinkhole under the road that was discovered during construction.

Financial Impact:

\$92,000 will be funded from the Engineering Contingency account.

Bid Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	ToDate Quantity	Unit Price	Current Amount	To Date Amount
0010	TRAFFIC CONTROL	LS	1.00	0.98	0.02	1.000	\$ 342,401.36	\$6,848.03	\$342,401.36
0020	GRADING COMPLETE	LS	1.00	1.00		1.000	\$ 93,426.61	\$0.00	\$93,426.61
0030	RECYCLED ASP CO PATCH,INC BM/JHL	TN	1,000.00	714.00		714.000	\$ 142.48	\$0.00	\$101,730.72
0040	REC ASPH CONC 19MM SP, GP 1/2 BM/JHL	TN	6,603.00	7,105.31		7,105.310	\$ 86.39	\$0.00	\$613,827.73
0050	REC ASPH CONC 12.5MM SP G2 PMBMHL	TN	5,294.00	5,686.90		5,686.900	\$ 96.79	\$0.00	\$550,435.05
0060	BITUM TACK COAT	GAL	2,975.00	10,200.00		10,200.000	\$ 2.15	\$0.00	\$21,930.00
0070	MILL ASPH CONC PVMT, 3 1/2 IN DEPTH	SY	59,068.00	65,020.88		65,020.880	\$ 3.91	\$0.00	\$254,231.64
0080	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	3,907.00	4,253.30		4,253.300	\$ 3.61	\$0.00	\$15,354.41
0090	CONC SIDEWALK, 4 IN	SY	293.00	159.20		159.200	\$ 106.04	\$0.00	\$16,881.57
0100	CONCRETE SIDEWALK 8 IN	SY	68.00	189.38		189.380	\$ 125.49	\$0.00	\$23,765.30
0110	CONCRETE MEDIAN, 6 IN	SY	793.00	804.66		804.660	\$ 75.14	\$0.00	\$60,462.15
0120	CONC VALLEY GUTTER, 6 IN	SY	29.00	31.50		31.500	\$ 81.26	\$0.00	\$2,559.69
0130	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	448.00	273.00		273.000	\$ 32.84	\$0.00	\$8,965.32
0140	CLASS B CONC, BASE OR PVMT WIDENING	CY	20.00	17.00		17.000	\$ 312.52	\$0.00	\$5,312.84
0150	HWY SIGNS, TP 1 MATL, REFL SHEET TP 9	SF	378.00	377.50		377.500	\$ 31.00	\$0.00	\$11,702.50
0160	HWY SIGNS, TP 1 MATL, REFL SHEET TP 11	SF	221.00	219.24		219.240	\$ 32.00	\$0.00	\$7,015.68
0170	GALV STEEL POSTS, TP 7	LF	660.00	653.00		653.000	\$ 11.00	\$0.00	\$7,183.00
0180	GALV STEEL POSTS, TP 9	LF	408.00	406.00		406.000	\$ 13.00	\$0.00	\$5,278.00
0190	PLASTIC FLEXIBLE DELINEATOR TP 2B	EA	137.00		137.00	137.000	\$ 85.00	\$11,645.00	\$11,645.00
0200	TRAFFIC SIGNAL INSTALL NO -1 LIVSEY RD @ CTR	LS	1.00	1.00		1.000	\$ 10,925.00	\$0.00	\$10,925.00
0210	TRAFFIC SIGNAL INSTALL NO -2 TUCKERNORCROSS	LS	1.00	1.00		1.000	\$ 3,780.00	\$0.00	\$3,780.00
0220	RRFB INSTALL - SINGLE SIDE RRFB, SOLAR PWR - CITY	EA	28.00	15.40		15.400	\$ 2,160.00	\$0.00	\$33,264.00
0230	RRFB PROVIDE&INSTALL - SGL-HI CAPACITY , SOLAR	EA	1.00	0.25		0.250	\$ 7,025.00	\$0.00	\$1,756.25
0240	LOOP DETECTOR, 6FT X 6FT, BIPOLE	EA	13.00	13.00		13.000	\$ 580.00	\$0.00	\$7,540.00
0250	LOOP DETECTOR, 6FT X 40FT, QUADRUPOLE	EA	10.00	10.00		10.000	\$ 1,135.00	\$0.00	\$11,350.00
0260	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	96.00	3.00	92.00	95.000	\$ 85.00	\$7,820.00	\$8,075.00
0270	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	1.00		1.00	1.000	\$ 150.00	\$150.00	\$150.00
0280	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	8.00		8.00	8.000	\$ 150.00	\$1,200.00	\$1,200.00

0290	THERMOPLASTIC PVMT MARKING, ARROW, TP 3A	EA		2.00		3.00		\$	250.00	\$750.00	\$750.00
0300	THERMOPLSTC SOLID TRAF STRIPE, 5 IN, WHT	LF		21,166.00	2,656.00	15,411.00	18,067.000	\$	0.50	\$7,705.50	\$9,033.50
0310	THERMOPLSTC SOLID TRAF STRIPE, 5 IN, YEL	LF		14,642.00	21,385.00	7,726.00	29,111.000	\$	0.50	\$3,863.00	\$14,555.50
0320	THERMOPLSTC SOLID TRAF STRIPE, 24 ", WHT	LF		618.00	64.00	505.00	569.000	\$	8.50	\$4,292.50	\$4,836.50
0330	THERMOPLSTC SOLID TRAF STRIPE, 8 IN, WHT	LF		3,519.00	606.00	6,216.00	6,822.000	\$	2.75	\$17,094.00	\$18,760.50
0340	THERMOPLSTC SKIP TRAF STRIPE, 5 IN, WHT	GLF		4,031.00	4,340.00	12.00	4,352.000	\$	0.35	\$4.20	\$1,523.20
0350	THERMOPLSTC SKIP TRAF STRIPE, 5 IN, YEL	GLF		8,429.00	11,360.00		11,360.000	\$	0.35	\$0.00	\$3,976.00
0360	THERMOPLASTIC TRAF STRIPING, WHITE	SY		636.00		1,225.00	1,225.000	\$	5.00	\$6,125.00	\$6,125.00
0370	THERMOPLASTIC TRAF STRIPING, YELLOW	SY		1,954.00		1,781.00	1,781.000	\$	5.00	\$8,905.00	\$8,905.00
0380	RAISED PVMT MARKERS TP 1	EA		576.00	552.00		552.000	\$	5.00	\$0.00	\$2,760.00
0390	RAISED PVMT MARKERS TP 3	EA		201.00	239.00		239.000	\$	5.00	\$0.00	\$1,195.00
6000	Indentation Rumble Strips Edgeline	EA		3.75	2.78		2.775	\$	1,437.50	\$0.00	\$3,989.06

 Exceeded estimated quantities
 Below estimated quantities
 Yet to be invoiced



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Memo for Cityworks Software Contract

Description for on Agenda:

Contract approval for Cityworks software to manage Public Works service requests and work orders.

Issue:

The new Public Works Department needs a software management tool to manage all of the City's infrastructure including their history such as service requests, work orders, and other specifics related to each asset.

Recommendation:

Tucker's Public Works Departments recommends purchasing Cityworks.

Background:

DeKalb County uses Cityworks to manage its assets. In an effort to smoothly transition this maintenance to the City of Tucker, staff and consultants have recommended using Cityworks to manage the City's right of way assets.

Summary:

Based on DeKalb County's history with Cityworks, the Public Works Staff would like to continue to use Cityworks.

Financial Impact:

This is a single source contract to use the same software as DeKalb County. The project will be funded from the City's general fund in the amount of \$36,750.00.

Contact Information

Contact Name:		Prepared By Name:	Joe Rubisch
Customer:	Tucker (GA), City of	Prepared By Phone:	(801) 523-2751
Contact Address:	1975 Lakeside Parkway, suite 350 Tucker, Georgia 30084		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Cityworks Online Standard	1.00	USD 35,000.00
Sandbox	1.00	USD 1,750.00
TOTAL:		USD 36,750.00

Notes

Year 1 Dollar Value	USD 36,750.00	Year 1 Date Range	04/30/2023 - 04/29/2024
Year 2 Dollar Value	USD 44,625.00	Year 2 Date Range	04/30/2024 - 04/29/2025
Year 3 Dollar Value	USD 52,500.00	Year 3 Date Range	04/30/2025 - 04/29/2026

Notes:

Server AMS Standard Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 25 Named Logins:
Respond
Mobile Native Apps (for iOS/Android)
Office (limited use for Admin and Reporting only)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Cityworks for Excel
Cityworks Analytics AMS
eURL (Enterprise URL)
Workload
Web Hooks
1 Sandbox

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 25,001 - 50,000 population range

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems'

servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Discounts as follows:

Year 1 - 30% Discount

Year 2 - 15% Discount

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Azteca Systems, LLC, a Trimble company 11075 South State, Suite 24, Sandy, Utah 84070
Customer Entity Name ("Customer") and Address:	City of Tucker, GA 1975 Lakeside Parkway, Suite 350 Tucker, Georgia
Billing Contact Name and E-Mail Address:	Ishri Sankar 470-515-1501 isankar@tuckerga.gov
Initial Term:	04/30/2023 - 04/29/2024
Miscellaneous:	<i>* Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>

Licensed Software:

Description	Number of Authorized Users	Annual Term	Total
Server AMS Standard Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 25 Named Logins: Respond Mobile Native Apps (for iOS/Android) Office (limited use for Admin and Reporting only) --Includes the following Add-ons: Storeroom Equipment Checkout Cityworks for Excel Cityworks Analytics AMS eURL (Enterprise URL) Workload Web Hooks 1 Sandbox Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners	ELA pricing assumes no hosting logins are added over and above the current 25 named logins. Additional hosting logins can be added for an additional fee.	04/30/2023 - 04/29/2024	\$36,750.00
		04/30/2024 - 04/29/2025	\$44,625.00
		04/30/2025 - 04/29/2026	\$52,500.00

**All Licensed Software is for the indicated term and not perpetual. Annual fee herein is based on 25,001 - 50,000 population range. Trimble reserves the right to adjust the annual fee accordingly to align with the Customer's actual population range.*

Addendums:

1. Terms of Service
2. Supplemental Product Terms
3. Support
4. Service Level Agreement

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. Annual Renewals; Additional Software Products and Licenses. This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term. Additional Software Products & Licenses may be added to this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

3. Payment Terms. All fees are due net 30 from the date of the Trimble invoice. Trimble will invoice upon execution of this Order and each renewal hereof.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) five percent (5%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made. Trimble will use commercially reasonable efforts to notify Customer of the new pricing no later than sixty (60) days prior to the expiration of the prior term.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

Signature:

Print Name:

Title:

Date:

TRIMBLE:

Signature:

Print Name: George Mastakas

Title: Vice President

Date:

Addendum #1

Terms of Service v5.1 (O&PS)

These Terms of Service (this “**Agreement**”) are entered into by and between (a) the “Trimble” entity identified on an Order or SOW and (b) the “Customer” entity identified on an Order or SOW (“**Customer**” or “**you**”). Certain capitalized terms are defined in Exhibit B and others are defined contextually in this Agreement.

The Order may also be subject to supplemental product terms and conditions referenced in the applicable Order (“**Supplemental Product Terms**”). This Agreement consists of the terms and conditions set forth below and any applicable Supplemental Product Terms, Support Terms, Order, and SOW. Any conflict or inconsistency will be resolved in the following order of precedence: (1) the Order, (2) the Supplemental Product Terms, (3) the body of this Agreement, (4) the Support Terms, and (5) the SOW.

The “**Effective Date**” of this Agreement means the effective date stated on the Order, or if there is no Order, then the date that the Products are first made available to Customer. This Agreement will govern Customer’s initial purchase(s) as well as any renewals thereof (unless different terms are specified upon renewal).

If you are accessing or using Products on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. All references to “you” reference your company. **BY SIGNING AN ORDER OR SOW OR INSTALLING, ACCESSING, OR USING ANY PRODUCTS THAT ARE SUBJECT TO THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

1. Products.

1.1 Product Types. The following provisions apply to the applicable Product type, as set forth in the Order.

(a) Software-as-a-Service. For Products that are deployed as Software-as-a-Service, as set forth in the Order, subject to the terms of this Agreement, Customer may access and use the Products during the Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms, and this Agreement.

(b) Licensed Software. For Products that are Licensed Software for deployment on premises or on a device, as set forth in the Order, subject to the terms of this Agreement, Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during the Term, to install, copy, and use the Licensed Software on systems or devices under Customer’s control only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms, and this Agreement. Licensed Software is licensed, not sold.

(c) Hosting Services. For Products that are Licensed Software, but are deployed through hosting services delivered by Trimble, as set forth in the Order, the Products are subject to the terms and conditions applicable to Licensed Software.

1.2 Authorized Users and Administrators.

(a) Only Authorized Users may access or use the Products. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users’ compliance with this Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use a Product on Customer’s behalf, Customer will promptly de-activate such Authorized User’s access. Only if expressly permitted under the applicable Order or Supplemental Product Terms, Customer may transfer Authorized User status from one individual to another at any time, provided that use of the Products by its Authorized Users in the aggregate remains within any applicable Usage Limitations. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

(b) If a Product permits administrator access, as described in the Documentation, Customer may designate one or more Authorized Users to be administrators (each an “**Administrator**”) with control over Customer’s account, including management of Authorized Users and Customer Data, as described in the Documentation. Customer is fully responsible for its choice of Administrators and any actions they take with respect to the Products. Trimble’s responsibilities do not extend to the internal management or administration of the Products for Customer.

1.3 API Access and Customer Applications.

(a) API. Products may include one or more application program interfaces (“**API(s)**”) that allow Customer to develop applications, code, or services that communicate with the Products (collectively, “**Customer Applications**”). Such APIs, if any, may be available upon request. Customer may use an API only if such use is authorized in the Documentation or otherwise in writing by Trimble. Use of APIs

may be subject to additional terms and conditions. Trimble may modify APIs from time to time, and Trimble is not responsible for the compatibility of any such modifications with Customer Applications.

(b) Use of Customer Applications. If use of an API is authorized, subject to the terms of this Agreement and in compliance with the applicable Documentation, Customer may develop Customer Applications for use solely by Customer's Authorized Users. Customer will not develop Customer Applications for the benefit of, or distribute Customer Applications to, any third party. Customer assumes all risk and liability regarding the development or use of any Customer Applications. Other customers or Trimble itself may independently develop applications similar to Customer Applications.

1.4. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Products to a third party; (b) use the Products on behalf of, or to provide any product or service to, third parties; (c) use the Products to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Products, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Products or copy any element of the Products (other than in connection with making copies of Licensed Software authorized under this Agreement); (f) remove or obscure any proprietary notices in the Products; (g) publish benchmarks or performance information about the Products, except to the extent expressly permitted by Law; (h) interfere with the Products' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Products; (i) transmit any viruses or other harmful materials to the Products; (j) submit to the Products any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Products to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Products to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; or (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Product Terms, or the Documentation, use or host any Licensed Software in a virtual server environment.

1.5 Trials and Betas. If Customer receives access to the Products or any features thereof on a free or trial basis or as an alpha, beta, or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation to determine whether to purchase a license or subscription to the Product during the period designated by Trimble (or if not designated, 30 days). If Customer purchases a license or subscription to the Products, this Agreement will apply to Customer's use unless otherwise specified in the applicable Order. Trials and Betas are optional and Trimble may cease offering Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. If the Products include a mechanism that limits access to Trials and Betas, Customer will not attempt to circumvent any such mechanism or restriction. **Notwithstanding anything else in this Agreement: (a) Trimble has no obligation to retain Customer Data used with Trials and Betas; (b) Trimble provides the Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; and (c) Trimble's liability for Trials and Betas will not exceed US\$50.**

1.6 Educational Versions. Notwithstanding the foregoing, for any version of the Products designated as "educational," or a similar term, Customer may use the Products solely for educational purposes (i.e., by an instructor or a student at an educational institution and while engaged in educational work). Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

1.7 Internet Connection. Products may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Trimble.

1.8 Delivery and Deployment. Products, Documentation, and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which a Product and License Key, if any, are first made available to Customer. Products may gather and transmit to Trimble license compliance and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Products. Trimble may use the foregoing information to validate the authenticity of Customer's license to the Products, to register Customer's Products, for license metering, and to protect Trimble against unlicensed or illegal use of the Products.

2. Data Rights.

2.1 Data Usage and Ownership.

(a) Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Products, Support, and Professional Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Agreement or any written consent or instructions of Customer; and, (iii) on a perpetual basis: (A) to create, use, and disclose Anonymized Data for any purpose and (B) subject to Trimble's confidentiality obligations in Section 13 (Confidentiality) and all applicable Data Protection Legislation, to use Customer Data to develop, maintain, and improve the Products and any other products, software, and services of Trimble or its Affiliates.

(b) Except for Trimble's use rights set forth in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Trimble owns all right, title, and interest in Anonymized Data (including, without limitation, any and all intellectual property rights).

(c) Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Documentation, Order, Supplemental Product Terms, or the parties agree otherwise in writing.

(d) In the event of any conflict between the terms of Section 13 (Confidentiality) and this Section 2.1 (Data Usage and Ownership), the terms of this Section 2.1 (Data Usage and Ownership) will control.

2.2 Personal Information and Data Protection.

(a) All applicable laws, rules, and regulations relating to privacy and data protection, including GDPR and CCPA (as defined below), are referred to as "**Data Protection Legislation.**" "**Personal Information**" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by Customer or on its behalf as required for and in connection with the normal use and operation of Products or (ii) automatically collected through the Products on Customer's behalf. "**Applicable,**" in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such laws that Customer notifies Trimble in writing of that apply to the parties.

(b) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 2.2(b) is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the applicable Data Protection Legislation.

(c) Without prejudice to the generality of Section 2.2(b), Customer will ensure that it has all necessary and appropriate consents and notices in place (i) to enable lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to lawfully use, process, and transfer the Personal Information in accordance with this Agreement, including on the Customer's behalf.

(d) The parties acknowledge that: (i) if Trimble processes any Personal Information hereunder, it is on the Customer's behalf when performing its obligations under this Agreement and (ii) the Personal Information may be transferred, stored, and/or accessed from outside of the country where the Customer's principal place of business is located in order to provide the Products or to otherwise perform any of Trimble's other obligations under this Agreement.

(e) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom ("**GDPR**"), then, at the request of Customer, the parties will execute an applicable data processing addendum.

(f) If the processing of Personal Information by Trimble is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq.) ("**CCPA**"), then the terms of this clause (f) apply, and capitalized terms shall have the meanings afforded to them under the CCPA unless otherwise stated. In connection with a Verifiable Consumer Request by a Consumer pursuant to an exercise of rights under CCPA related to Personal Information, (i) Trimble is Customer's Service Provider; (ii) Customer (and not Trimble) will respond to such request; and (iii) if necessary, in connection with such request, Customer will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and Documentation regarding Trimble's products, software, and services. To the extent such tools do not enable Customer to respond to a Verifiable Consumer Request, upon Customer's request, Trimble will provide reasonable assistance with respect to Personal information in Trimble's systems that is required for Customer's response to such request. Trimble will not retain, use, or disclose Personal Information for any purpose other than as expressly permitted under this Agreement or as otherwise permitted under CCPA. A Verifiable Consumer Request to delete Personal Information will not require Trimble to delete Personal Information required to provide Customer with the Products (as defined in this Agreement), which includes any of Trimble's Service Provider(s) acting on Trimble's behalf to provide the Products (as defined in this Agreement); provided, however, that such service provider(s) do not have a separate right to Sell or otherwise use Customer's Personal Information other than as required for Trimble's Business Purposes.

3. **Customer Obligations.**

3.1 Compliance with Laws. Customer is responsible for complying with all Laws in its use of the Products and any results derived from the Products.

3.2 No High Risk Activities. Customer will not use the Products for High Risk Activities. Customer acknowledges that the Products are not intended to meet any legal obligations for High Risk Activities.

3.3 No Prohibited Data. Customer will not use the Products with Prohibited Data. Customer acknowledges that the Products are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

3.4 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Products and grant Trimble the rights in Section 2.1 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data.

4. Suspension of Access to Products. Trimble may suspend Customer's access to the Products, Support, and/or Professional Services, without liability, and in whole or in part, if (a) Customer breaches Section 1.4 (Restrictions) or Section 3 (Customer Obligations); (b) Customer's account is 10 days or more overdue; or (c) Customer's actions risk harm to other customers or the security, availability, or integrity of the Products. Where practicable, Trimble will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Trimble will promptly restore Customer's access to the Products in accordance with this Agreement.

5. Certain Product Features. The following provisions apply to the extent applicable to the Products.

5.1 Devices. The Products may be compatible with or require use of a device ("**Device**"). Compatible Devices are specified in the applicable Documentation. Trimble makes no warranties regarding the operation of any Device or continued compatibility of a Product with any such Device. Customer is solely responsible for the configuration and operation of the Device. The results obtained through a Product may be affected by, and Trimble will have no liability for, the compatibility, placement, configuration, or operation of the Device, weather or other environmental conditions, color or composition of materials being scanned, or other factors outside of Trimble's control.

5.2 Use with Other Trimble Products. The Products may allow Customer to connect with other products or services made available by Trimble. Use of such other products or services that are not part of the Products may require payment of a separate fee and are governed by those products or services' respective terms of service, end user license agreement, or other agreement, and not by this Agreement.

5.3 Scripts. The Products may allow Customer to input and/or develop custom scripts, macros, and commands (collectively, "**Scripts**") that control the operation of the Products. Scripts may be available for download or purchase from Trimble or third parties, or created by Customer. Unless otherwise specified by Trimble in writing, Scripts are not part of the Product. Customer's development and use of any Scripts are solely at its own risk. To the extent any Scripts are provided by a third party, such Scripts will be deemed to be Third-Party Materials, and may be subject to Third-Party Terms.

5.4 Third-Party Materials. The Products may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Products. To the extent specified by Trimble (including in any Supplemental Product Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Products that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Products in accordance with this Agreement.

5.5 Open Source. The Products may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or Supplemental Product Terms, or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of this Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of this Agreement.

5.6 Content Subscriptions. This Section applies if the Product makes available Third-Party Materials as a data or content subscription ("**Subscription Content**"). If Customer has a separate agreement with Trimble or the applicable third party in place regarding the use of Subscription Content ("**Subscription Content Agreement**"), then such Subscription Content Agreement governs the use of Subscription Content accessed through the Product, but not the use of the Product itself, which will be governed by this Agreement. If no Subscription Content Agreement is in place, then, unless otherwise authorized by Trimble in writing, such Subscription Content may only be used solely for Customer's internal purposes during the applicable Term and only when accessed pursuant to a manual end user request. Customer will not: (i) access, extract, or download any Subscription Content, or portions thereof, in batch or mass by any means; (ii) sell, offer to sell, rent, sublicense, or transfer any copies of the Subscription Content, or portions thereof, to a third party or allow a third party to use the Subscription Content; (iii) use the Subscription Content to develop services or products for sale or include any portion of the Subscription Content in any product or service; (iv) use any portion of the Subscription Content to create a competitive service, product, or technology; (v) recreate the Subscription Content or create otherwise a separate database or other repository of Subscription Content; (vi) use Subscription Content to train, augment, or correct another database or information repository; or (vii) make any portion of the Subscription Content available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Subscription Content.

5.7 Third-Party Platforms.

(a) Customer may choose to use a Product with Third-Party Platforms. Third-Party Platforms are not part of the Product. Subject to payment of additional fees, Trimble may host Trimble-approved Third-Party Platforms or integrations to Third-Party Platforms for use in connection with the Products.

(b) Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement, and may enable data exchange between the Products and Third-Party Platform. Trimble does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability, or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with a Product, Trimble may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.

(c) Customer represents and warrants that it shall, and shall require any provider of a Third-Party Platform to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Product and Trimble cloud environment and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time. If Trimble hosts the Third-Party Platform or integration to the Third-Party Platform, Customer represents and warrants to Trimble that Customer has all rights necessary to grant Trimble the right to host the Third-Party Platforms on its behalf.

5.8 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Product through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All Fees are non-refundable once paid. Customer's download of the Product may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Product.

(b) Apple-Specific Terms. If Customer downloaded the Product from Apple Inc.'s ("**Apple's**") Application Store, the following terms are part of this Agreement:

(i) This Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of this Agreement and will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary.

(ii) To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Product, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Product.

(iii) As between Trimble and Apple, Trimble is solely responsible for the Product and for addressing any claims Customer or any third parties have about the Product or Customer's possession or use of the Product, including without limitation (A) product liability claims; (B) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Product or Customer's possession or use of the Product infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6. Support and Professional Services.

6.1 Support. During the Term, Trimble will provide support and/or maintenance for the Products ("**Support**" or "**Software Assurance**") in accordance with the service level commitments specified on the applicable Order or the Supplemental Product Terms, if any ("**Support Terms**").

6.2 Professional Services. Trimble will provide Professional Services related to the Products as specified on the Order or a statement of work or work order ("**SOW**") signed or accepted by Customer. Professional Services are subject to the terms and conditions set forth in Exhibit C and the applicable Order or SOW.

7. Term and Termination.

7.1 Initial Term. If Customer purchases a subscription to a Product or a license to Licensed Software for a limited period of time, the duration of the initial term of the Order and this Agreement is set forth in the Order ("**Initial Term**"). Upon the expiration of the Initial Term, the Order and this Agreement shall automatically renew in accordance with Section 7.2 (Renewal Term(s)), unless otherwise set forth in the Supplemental Product Terms or the Order. The Initial Term and any renewal period are collectively referred to as "**Term**."

7.2 Renewal Term(s). Unless otherwise set forth in the Order, if Customer purchases a termed license or subscription to a Product or Support, upon the expiration of the Initial Term or any renewal Term, the Term shall automatically renew for subsequent term(s) equal in duration to the then-current term, until either party provides written notice to the other party of its intent not to renew at least 30 days before the expiration of the then-current Term.

7.3 Termination. Either party may terminate this Agreement, an Order, or a SOW if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay Fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. Termination of the Agreement will terminate all Orders and any SOWs, unless otherwise stated in the termination notice. Termination of an Order or SOW will not, by itself, terminate this Agreement.

7.4 Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's right to use the Products (including its license to any Product) will cease and Customer will immediately cease any and all use of and access to the Products and will delete (or, upon request, return) all copies of any Product. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 2.1 (Data Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

7.5 Survival. These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 2.1 (Data Usage and Ownership), 3 (Customer Obligations), 7.4 (Effect of Termination), 7.5 (Survival), 8 (Financial Terms), 9.3 (Disclaimers), 10 (Ownership), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), 15 (General Terms), and Exhibit B. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

8. Financial Terms.

8.1 Fees. Fees are as described in the Order or SOW ("**Fees**"). The payment terms for the first invoice for Products or Support will be set forth on the Order. Thereafter, the payment terms for Fees for Products and Support under that Order will be set forth in the invoice. Unless otherwise stated in a SOW or set forth in an invoice, Fees for Professional Services under an SOW are due upon receipt. Trimble may, without limiting Trimble's other rights and remedies, accelerate Customer's unpaid Fees under any Order for any breach of Customer's payment obligations under any Order so that all such obligations become immediately due and payable, including Fees for all unbilled future Fees under any Order.

8.2 Increases. Unless otherwise set forth in the Order, (a) all recurring Fees will be fixed for a period of 12 months from the Effective Date, and (b) thereafter, Trimble may increase recurring Fees once every 12 months during the Term.

8.3 Late Fees. Any amount due under this Agreement that remains unpaid after its due date will bear interest at the lower of 1.5% per month or the maximum rate permitted by Law, calculated from the date such amount was due until the date that payment is received. Customer will pay all costs and expenses of collection (including attorneys' fees) incurred by Trimble collecting any amounts past due under this Agreement. Subject to any mandatory Laws to the contrary, all Fees and expenses are non-refundable.

8.4 Taxes. Customer will pay any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to its Orders or SOWs, whether domestic or foreign ("**Taxes**"), other than Trimble's income tax. Fees and expenses are exclusive of Taxes. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

9. Warranties and Disclaimers.

9.1 Limited Warranty. Unless otherwise specified in the Supplemental Product Terms, and subject to any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period the Products will perform materially as described in the Documentation. The "**Warranty Period**" is (i) 90 days from the Effective Date for Licensed Software deployed on premises or on a device pursuant to Section 1.1(b) and (ii) for the duration of the Term for any (1) Software-as-a-Service made available pursuant to Section 1.1(a) or (2) Licensed Software deployed through hosting services provided by Trimble pursuant to Section 1.1(c).

9.2 Warranty Remedy. If Trimble breaches Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. Trimble will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Product. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy and Trimble's entire liability for breach of the warranty in Section 9.1 (Limited Warranty). This warranty does not apply to (a) issues caused by misuse or unauthorized modifications; (b) unsupported versions of Licensed Software; (c) issues in or caused by Third-Party Platforms or other third-party systems; or (d) Trials and Betas or other evaluation use.

9.3 Disclaimers.

(a) **General.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 (LIMITED WARRANTY) OR IN ANY SUPPLEMENTAL PRODUCT TERMS, PRODUCTS, SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS”. TRIMBLE AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 6 (SUPPORT AND PROFESSIONAL SERVICES), TRIMBLE DOES NOT WARRANT THAT CUSTOMER’S USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE TRIMBLE’S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE PRODUCTS OR CUSTOMER’S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER’S USE OF THE PRODUCTS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCTS AND THE SELECTION OF THE PRODUCTS AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE PRODUCTS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE PRODUCTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

(b) **Customer Applications.** Trimble hereby disclaims any warranty, support, or other obligations with respect to any Customer Applications.

(c) **Scripts.** Subject to mandatory Laws to the contrary, Scripts are provided “AS IS” and Trimble hereby disclaims any warranty, support, or other obligations with respect to any Scripts, including, without limitation, any Scripts provided by Trimble.

(d) **Third-Party Materials and Third-Party Platforms.** Third-Party Materials and Third-Party Platforms are provided “AS IS” and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials or Third-Party Platforms. Trimble and its suppliers make no warranty or guarantee regarding any Third-Party Materials or Third-Party Platforms, including regarding their accuracy or continued availability or compatibility.

(e) **High Risk Activities and Prohibited Data.** Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Products in connection with High Risk Activities or with any Prohibited Data.

10. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer’s use rights in this Agreement, Trimble and its licensors retain all intellectual property and other rights in the Products, Documentation, other deliverables and related Trimble technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Trimble. If Customer provides Trimble with any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to a Product (“**Feedback**”), Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. Limitations of Liability. TRIMBLE’S CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THE ORDER, ANY SOW, THIS AGREEMENT, AND THE PRODUCTS OR SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO TRIMBLE BY CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICES IN THE PRIOR 12 MONTHS UNDER THIS AGREEMENT. IN NO EVENT WILL TRIMBLE OR ITS SUPPLIERS OR THIRD-PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, CUSTOMER’S USE OF OR THE PERFORMANCE OF THE PRODUCTS OR FROM THE SERVICES, OR FOR ANY OTHER REASON, EVEN IF TRIMBLE OR ITS SUPPLIERS OR THIRD-PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT TRIMBLE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

12. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with (a) any Customer Data, or (b) Customer’s breach or alleged breach of Section 3 (Customer Obligations), Section 5.4 (Third-Party Materials), or Section 5.7 (Third-Party Platforms) (each, a “**Claim**”). Trimble will give Customer prompt written notice of any Claim and

will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

13. Confidentiality.

13.1 Definition. "**Confidential Information**" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Products, Support, or Professional Services. Customer's Confidential Information includes Customer Data.

13.2 Obligations. As a receiving party, each party will use reasonable care to protect the disclosing party's Confidential Information from being disclosed to third parties except as permitted in this Agreement, including, without limitation, in Section 2.1 (Data Usage and Ownership) and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives having a legitimate need to know (including, for Trimble, the subcontractors referenced in Section 15.8 (Subcontractors)), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.

13.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the disclosing party's Confidential Information.

13.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section.

13.5 Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data or Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment.

14. Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Law. Trimble may include Customer and its trademarks in Trimble's customer lists and promotional materials but will cease this use at Customer's written request.

15. General Terms.

15.1 Assignment. Trimble may assign this Agreement upon notice to Customer. Customer may not assign or transfer this Agreement (by operation of law or otherwise) without the prior consent of Trimble. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

15.2 Non-Solicitation. During the Term of this Agreement, and for a period of one year following expiration or termination of this Agreement, Customer shall not on its own behalf or on behalf of any third party, solicit, hire, or cause to be hired as an employee or engage or caused to be engaged as an independent contractor any person who was an employee or independent contractor of Trimble, without the prior written consent of Trimble.

15.3 Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered mail (return receipt requested); or (c) one day after dispatch if by an internationally reputable commercial overnight delivery service. If to Trimble, notice must be provided to the address in Exhibit A, with a copy to Trimble Inc., Attn: General Counsel – Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA. If to Customer, Trimble may provide notice to the address Customer provided at registration or on the Order. Either party may update its address with notice to the other party. Trimble may also send general and operational notices to Customer by email or through the Products, including suspension, collection, and termination notices related to overdue Fees.

15.4 Entire Agreement. This Agreement (which includes the Order, any SOWs, any applicable Supplemental Product Terms, and any applicable Support Terms) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. The terms in any Customer purchase order, business form, or other similar documents will not

amend or modify this Agreement and are expressly rejected by Trimble; any of these Customer documents are for administrative purposes only and have no legal effect.

15.5 Amendments. Except as otherwise provided herein, any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Trimble. Documentation and Support Terms are not subject to this Section. Trimble may modify Documentation and Support Terms to reflect new features or changing practices, but the modifications will not materially decrease Trimble's overall obligations during a Term.

15.6 Waivers and Severability. Waivers must be in writing signed by the waiving party's authorized representative and cannot be implied from conduct. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law or is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired.

15.7 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemics, or natural disaster.

15.8 Subcontractors. Trimble may use subcontractors and permit them to exercise Trimble's rights in connection with this Agreement, including for hosting purposes. Trimble remains responsible for compliance of any such subcontractors with this Agreement and for its overall performance under this Agreement.

15.9 Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.

15.10 Export Restrictions. Customer acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, Laws of any United States, or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section will survive the termination of this Agreement for any reason whatsoever.

15.11 Anti-Corruption. Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.

15.12 Government End-Users. Elements of the Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

15.13 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any third party except to the extent expressly set forth in this Agreement.

15.14 Governing Law, and Venue. The Agreement is governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the applicable jurisdiction set forth in Exhibit A under "Governing Law" for the applicable Trimble entity without

regard to or application of its conflicts of laws provisions and without regard to or application of the United Nations Convention on the International Sale of Goods. The parties agree that any legal proceeding arising out of or related to this Agreement will be subject to the sole and exclusive jurisdiction and venue set forth in Exhibit A under "Exclusive Venue/Jurisdiction," to the exclusion of all others. Each party irrevocably consents and hereby submits to the personal jurisdiction thereof.

15.15 Jury Trial Waiver. If the Agreement is governed by U.S. law, this Section applies. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

EXHIBIT A

TRIMBLE NOTICE ADDRESS, GOVERNING LAW, AND VENUE/JURISDICTION

Trimble Entity and Notice Address*	Governing Law	Exclusive Venue/Jurisdiction
<p>Trimble Inc. 935 Stewart Drive, Sunnyvale, CA 94085 United States</p> <p>AgileAssets Inc. 3001 Bee Caves Rd #200, Austin, TX 78746</p> <p>Azteca Systems, LLC 11075 South State Street Suite 24 Sandy, UT 84070</p> <p>e-Builder Inc. 13450 West Sunrise Blvd Suite 600, Sunrise, FL</p>	Delaware	State of Delaware and United States federal courts located in Wilmington, Delaware
<p>Trimble Europe B.V. Industrieweg 187a, 5683 CC, Best, The Netherlands</p>	The Netherlands	Courts of Amsterdam

**See additional notice address for Trimble in Section 15.3 (Notices).*

EXHIBIT B

DEFINITIONS

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests, and "control" means the power to direct the management or affairs of an entity.

"Anonymized Data" means any data collected in connection with the Products (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.

"Authorized User" or **"User"** means any type of user authorized by Customer to access and use the Products on Customer's behalf, including any additional requirements as set forth in the Order or Supplemental Product Terms.

"Concurrent User" means any type of User authorized by Customer to access and use the Products on Customer's behalf simultaneously at a given point in time.

"Customer Data" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Products or that is created or generated by Customer through Customer's use of the Products, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform.

"Customer Group" means, if applicable, Customer's business units, Affiliates, or Joint Ventures listed in the Order that are permitted to authorize Users to use the Products on behalf of those business units, Affiliates, or Joint Ventures.

"Deliverables" shall mean any Trimble deliverables as expressly set forth on a SOW.

"Documentation" means Trimble's then-current usage guidelines and standard technical documentation applicable to the Products.

"High Risk Activities" mean any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Products could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

"Joint Venture" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.

"Law(s)" means all applicable local, state, federal, and international laws, regulations, and conventions, including those related to data privacy and data transfer, international communications, and export of technical or personal data.

"License Keys" means electronic passwords or other enabling mechanisms provided for use with a Product.

"Licensed Software" means the object code form of Trimble's proprietary installed software product, as identified in the relevant Order. The Licensed Software includes the Documentation, and any maintenance releases of the same Licensed Software product provided by Trimble to Customer under this Agreement, and optional software component module(s) that provides specific features and functionality enhancements for the Licensed Software not available in the standard configuration of the Licensed Software. Licensed Software does not include Third-Party Materials or Third-Party Platforms.

"Named User" means any type of User designated by Customer by name or other identifier to access and use the Products on Customer's behalf.

"Order" means (a) any ordering documents, proposals, quotations, sales agreement, or similar documents issued by Trimble or executed by Customer or (b) any Trimble-issued entitlement confirmation or online order acknowledgement.

"Product(s)" means the applicable Licensed Software or Software-as-a-Service offerings listed on an Order, including any platforms, add-on, integrations, service, or products provided or sold by Trimble with any of the foregoing.

"Professional Services" means any training, enablement, configuration, or other professional consulting services provided by Trimble related to the Products, as identified in the Order or SOW.

"Prohibited Data" means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); or (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act.

"Software-as-a-Service" means a Trimble proprietary cloud service, any Product available through a software-as-a-service, or other hosting services deployment model, as identified in the relevant Order and as modified from time to time. This includes Documentation, but does not include Third-Party Materials or Third-Party Platforms not provided by Trimble.

"Third-Party Materials" means any third-party data, content, or proprietary software.

"Third-Party Platform" means any platform, add-on, service, or product not provided by Trimble that Customer elects to integrate or enable for use with the Products, including any Trimble-approved Third-Party Platforms that Trimble may host on behalf of Customer.

"Usage Limitations" means Customer's authorized scope of use for the Products as specified in the applicable Order or Supplemental Product Terms, which may include any user, seat, copy, instance, data storage, CPU, computer, field of use, location, or other restrictions.

EXHIBIT C

PROFESSIONAL SERVICE TERMS

1. Statements of Work. If purchased by Customer, Trimble or its authorized service providers will use commercially reasonable efforts to provide Professional Services to Customer described in an Order or SOW by the delivery dates specified therein, if any, or on a mutually agreeable schedule. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.

2. Customer Materials. Customer agrees to provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Professional Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Professional Services, Trimble shall be excused from performance until such items or access are provided. Subject to the confidentiality provisions of this Agreement, Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Professional Services for Customer. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.

3. Customer Premises. Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Professional Services, if onsite performance of Professional Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Professional Services.

4. Deliverables. Trimble hereby grants Customer worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Products associated with such Deliverables and only for the period of time that Customer has a license or subscription to such Products. Unless expressly stated otherwise in the applicable SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including any such materials to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.

5. Services Warranty. Trimble will perform the Professional Services and deliver the Deliverables as scoped in an Order or SOW in a professional and workmanlike manner. If notified of a non-conformity within 10 days of delivery of the applicable Professional Services or Deliverables, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-confirming Professional Services or Deliverables, Trimble will, as its sole liability and obligation for failure to provide Professional Services or Deliverables meeting this warranty, re-perform the non-conforming Professional Services or re-deliver the non-conforming Deliverables at no additional cost to Customer.

6. Travel Expenses. Trimble will invoice Customer for reasonable out-of-pocket travel expenses incurred in connection with performing Professional Services. Expenses may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request. Expenses will be invoiced monthly as incurred at Trimble's cost (except per diem), and may be invoiced separately from Fees. For Professional Services performed onsite at Customer's premises, Trimble may invoice Customer for its consultants' time spent traveling to and from Customer's premises if set forth in the SOW.

Addendum #2

Supplemental Product Terms

1. Intellectual Property Indemnification.

- (a) Indemnification by Trimble. Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Products are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Products are modified by any party other than Trimble; (2) if the Products are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Products; (4) to any unsupported release of the Products; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Products.
- (b) Indemnification Process. Trimble's indemnification obligations are contingent upon receipt of: (i) prompt notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer.
- (c) THIS ADDENDUM #2 OF THE SUPPLEMENTAL PRODUCT TERMS SETS FORTH TRIMBLE'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT AND/OR MISAPPROPRIATION.

2. Roadmap Disclaimer. CUSTOMER AGREES THAT ITS PURCHASES ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY TRIMBLE REGARDING FUTURE FUNCTIONALITY OR FEATURES.

3. Public Entity. To the extent Customer is a public or governmental entity, then the following provisions apply to the extent applicable:

- a. **Tax Exemption**. If Customer is a tax exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 8.4 (Taxes) of the Agreement shall be inapplicable.
- b. **No Indemnification by Customer**. Section 12 (Indemnification) of the Agreement and the second to last sentence of Section 15.10 (Export Restrictions) of the Agreement shall be inapplicable.
- c. **Public Records Law**. Customer's confidentiality obligations in Section 13 (Confidentiality) of the Agreement may be subject to applicable public records law.
- d. **Limited Publicity**. The second sentence of Section 14 (Publicity) of the Agreement shall be inapplicable.
- e. **Termination for Convenience**. Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees properly due, but not paid, shall immediately become due and payable. All previously paid fees (both used and unused) for the current Term shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for Professional Services must be paid in full before the termination becomes effective.
- f. **Non-Appropriation of Funds**. The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with paragraph (e) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.

- g. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("piggyback"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
 - h. **Governing Law.** Notwithstanding Section 15.14 (Governing Law, and Venue) of the Agreement, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.
4. **Post-Termination.** Upon expiration or termination of the Agreement, Customer will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from use of the Product(s); and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Trimble. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. For 30 days from the expiration or termination of the Agreement, Trimble will make Customer Data available to Customer upon request for export or download for the applicable Product. Additional fees may apply.
5. **Consultant or Contractor Access.** Trimble grants Customer the right to permit Customer's Third-Party Consultants or Contractors to use the Products exclusively and solely for Customer's benefit. Customer must comply with terms and provisions of Exhibit D and provide an executed copy to Trimble. Customer shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Customer. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Customer's benefit is prohibited.

EXHIBIT D

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Customer engages any third party or contractor (Third Party) and desires to grant access to use the Products, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Customer's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User, and all use shall be in accordance with the terms and conditions of the Trimble Agreement with Customer;
3. Before accessing the Products, Third Party agrees that (i) the Products shall be used solely in accordance with the terms of this Agreement, and (ii) Third Party shall be liable to Trimble for any breach by it of this Agreement;
4. Customer hereby agrees and acknowledges that Customer will be responsible for all use by Third Party with respect to the use of the Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of Customer's Agreement with Trimble, and will require that Customer purchase the appropriate license or access for each user utilized by Third Party; and
7. Customer will ensure that Third-Party agrees to comply with and does comply with the terms of Customer's Trimble Agreement on the same basis as the terms apply to Customer.

The rights granted under Third-Party Contractor Addendum, do not modify Customer's Agreement with Trimble or increase the access or licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of Customer's Agreement with Trimble and agrees to the terms herein. Customer shall provide a signed copy of this Agreement to Trimble at contracts@cityworks.com.

Third Party (Print): _____

Customer: City of Tucker, GA

By: _____

Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information:

Address	
City, State, Zip	
Contact Name	
Phone Number	
Email	

Addendum #3

Support *Version 1.0*

1. Releases

- 1.1. General. **"Release"** means an update or upgrade to the Product made available to all customers using that Product that improves usability or adds functionality, cosmetic changes, or bug fixes. Trimble will use commercially reasonable efforts to provide prior notice to Customer through the Customer Portal, or other communication channels when Releases are made generally available to all customers, excluding any non-general Releases or unplanned Releases. Trimble will decide the contents and timing of all Releases in its sole discretion.
- 1.2. Software-as-a-Service and Hosted License Software. Trimble will update (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble in each case as new Releases become generally available.
- 1.3. On Premise Licensed Software. For Licensed Software not hosted by Trimble, Customer is responsible for installing all Releases. Upon Customer's election to install a Release, Customer agrees to cease all use of the prior version of the Licensed Software and destroy all copies. Releases may require Customer to update third party software, hardware, or operating systems at Customer's expense.

2. Support

- 2.1. Generally.
 - a) Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Product attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 2.3 below.
 - b) For certain Products as set forth in Section 2.2(a) below, Trimble may provide a customer support portal (the **"Support Portal"**), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Support Portal, the terms herein shall govern.
 - c) For certain Products as set forth in Section 2.2(a) below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a **"Authorized Support Contact"**). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Products necessary to assist Trimble as needed.
 - d) Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.
 - e) For certain Products, Trimble may provide additional or different support services or procedures as set forth in the applicable documentation, support handbook, or other written documentation provided by Trimble, if any (the **"Additional Support Documentation"**). If there is any conflict between these support terms and such Additional Support Documentation with respect to the description of support services or procedures, the provisions of such Additional Support Documentation will prevail. Trimble may use third-parties to provide support and maintenance services on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer information and data

to perform the support services.

2.2. Reporting; Availability

a) Support portals and general availability is described below.

Product	Support Portal*	Authorized Support Contacts Only?***
AgileAssets	https://agileassets.com/techsupport	Yes
Cityworks	https://mycityworks.force.com	Yes
e-Builder (non-Fed Ramp)	https://www.e-builder.net/customer-center	No
e-Builder (Fed Ramp)	Support information available upon request.	Yes
Trimble Water	https://mytrimblewater.force.com/s/login	No

* Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

2.3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

** The use of the term “hour(s)” refers to business hours based on Trimble’s regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). “Response” means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer’s operations.	Critical. Use of Product as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer’s operations (e.g., outage).
		High. Use of Product as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer’s operations.

Definitions		
		Medium. Use of Product or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

2.4. Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Product in a manner other than as authorized in the Agreement; (ii) alterations of the Product by Customer or a third-party; (iii) conversions of Customer's databases to accommodate new hardware or software, (iv) Customer Data debugging or manipulation, (v) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (vi) training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vii) any Release of the Product other than the current and an immediately preceding Release unless covered under a separate agreement (this includes preview, beta, or candidate releases), (viii) Third-party Materials or Third-Party Platforms; (ix) any Products for which maintenance and/or support fees have not been paid, or (x) any Product where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Product(s), (ii) if required by Trimble for the particular Product, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials and/or Third-Party Platforms, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #4
Availability Service Level Agreement; Data Security and Restoration
Version 1.0

1. Availability Service Level Agreement

For any Product that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

1. **Target Availability.** Trimble will use commercially reasonable efforts to make the Product available with an uptime availability (time periods during which Customer has general connectivity to the Product) (the “**Target Availability**”) as follows:

Product	Target Availability*
Cityworks	99.9%*
AgileAssets / Pavement Express	99%
e-Builder	99.95%
Trimble Water - Trimble Unity Work Management/ Trimble Unity Remote Monitoring	99.5%

**Target Availability is generally for a calendar month; provided that Cityworks target availability will be calculated on a quarterly basis.*

2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Product in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble’s reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer’s equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.

3. **Scheduled Maintenance.** “**Scheduled Maintenance**” means Trimble’s scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble’s websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Product. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.

4. **Service Credits.** If there is a verified failure of the Products to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Product in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Product did not meet the Target Availability*

The “**Pro Rata Fee**” means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Product (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Product (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

5. **Sole Remedy.** Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer’s sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security and Restoration

1. **Software-as-a-Service and Hosted License Software.**

1. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security,

confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

2. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Products deployed through Trimble hosting services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

On Premises Licensed Software. Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support for Licensed Software not hosted by Trimble, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.



Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-34007-1
Created Date 3/17/2023
Expiration Date 6/20/2023

Contact Information

Contact Name: Prepared By Name: Joe Rubisch
Customer: Tucker (GA), City of Prepared By Phone: (801) 523-2751
Contact Address: 1975 Lakeside Parkway, suite 350
Tucker, Georgia 30084

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Cityworks Online Standard	1.00	USD 35,000.00
Sandbox	1.00	USD 1,750.00
TOTAL:		USD 36,750.00

Notes

Year 1 Dollar Value	USD 36,750.00	Year 1 Date Range	04/30/2023 - 04/29/2024
Year 2 Dollar Value	USD 44,625.00	Year 2 Date Range	04/30/2024 - 04/29/2025
Year 3 Dollar Value	USD 52,500.00	Year 3 Date Range	04/30/2025 - 04/29/2026

Notes:

Server AMS Standard Cityworks Online Enterprise License Agreement (ELA), Includes the Identified Products for up to 25 Named Logins:
Respond
Mobile Native Apps (for iOS/Android)
Office (limited use for Admin and Reporting only)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Cityworks for Excel
Cityworks Analytics AMS
eURL (Enterprise URL)
Workload
Web Hooks
1 Sandbox

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 25,001 - 50,000 population range

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems'

servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Discounts as follows:

Year 1 - 30% Discount

Year 2 - 15% Discount

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: April 10, 2023
RE: Memo for the Implementation of Cityworks for Tucker's Public Works Department

Description for on Agenda:

Contract approval for the implementation of Cityworks to manage Public Works service requests and work orders.

Issue:

Once purchased, Cityworks needs to be brought up and running. This includes merging GIS data with known issues and other information that may be available from DeKalb County.

Recommendation:

Tucker's Public Works Department recommends using Woolpert, Inc. to configure and set up Cityworks.

Background:

DeKalb County uses Cityworks to manage its assets. As Tucker begins to maintain the Right of Way, it's logical for the Public Works Department to utilize Cityworks to make the transition as seamless as possible. By the department using Cityworks, there will be minimal disruption to the residents as well as all previous work orders and service requests will merge over to the City's records. The manufacturer of Cityworks has partnered with Woolpert, Inc. to implement this software package for Tucker. It's important to note that Woolpert, Inc. also manages DeKalb's database.

Summary:

Based on DeKalb County's history with Cityworks, the Public Works Staff would like to continue to use Cityworks and this implementation stage is critical.

Financial Impact:

The project will be funded from the City's general fund in the amount of \$76,300.00.

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on _____ day of March, 2023, between Woolpert, Inc., 375 Northridge Road, Suite 300, Atlanta, GA 30350-3296 ("Woolpert") and The City of Tucker, GA ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Cityworks AMS Implementation ("Project"), all as described below:

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is hereby incorporated by reference. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service.
2. **Schedule:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.
3. **Fees:** Client agrees the total compensation due Woolpert for its professional service is provided in Attachment B which is hereby incorporated by reference. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement as provided herein, without penalty or liability, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.
4. **Communication/Coordination:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement. Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.
5. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.
6. **Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession.
7. **Terms and Conditions:** This Agreement is subject to the Terms and Conditions included in Attachment C: Terms and Conditions, which is hereby incorporated by reference.
8. **GSA Contract:** This contract incorporates the terms of the Woolpert GSA Contract #GS-35F-0425P. Where appropriate the term customers shall mean the Client. In the event of a conflict between the terms of the GSA Contract and this Agreement, the terms of the GSA Contract shall govern.
9. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a written signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Tucker, GA:

Woolpert, Inc.:

Signed: _____

Signed: _____

Name: _____

Name: John Cestnick

Title: _____

Title: Senior Associate, Program Manager

Attachment A: Scope of Services

Client's Representative

- Name:
- Company: City of Tucker, GA
- Address:
- Phone Number:
- Email address:

Woolpert's Contact

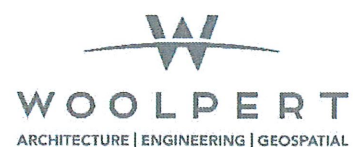
- Name: John Cestnick
- Address: 6100 Blue Lagoon Blvd, Suite 440, Miami, FL, 33126
- Phone Number: 305.903.4335
- Email address: John.Cestnick@woolpert.com

Services

This project's Statement of Work can be found within the following ten (10) pages.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK ON PURPOSE

Cityworks Implementation – Template Approach
Statement of Work
City of Tucker, Georgia



Implementation Approach

Woolpert is proposing a very simplified three-phase approach to implementing Cityworks AMS for the City of Tucker (City). This proposed implementation is based upon the Cityworks AMS solution previously configured for DeKalb County's Roads & Drainage and Traffic Engineering divisions. **This Woolpert template solution is a pre-configured solution** and can be deployed in eleven (11) weeks from the written Notice to Proceed (NTP). This Woolpert template approach is based on the following assumptions:

- Cityworks AMS will be delivered and implemented as a pre-configured solution based upon DeKalb County's existing Cityworks AMS configuration for Roads & Drainage, and Traffic Engineering.
- The City of Tucker will be able to obtain all of the necessary GIS asset data directly from DeKalb County.
- Cityworks Respond will be the user interface. Cityworks Mobile setup and configuration is not included within this Statement of Work (SOW).
- Pricing is based on using DeKalb County's asset data and will include the following Feature Classes:

Roads and Drainage Assets

- ADA Ramp - pt
- Bridge - line
- Conveyance - line
- Curb - line
- Dam - pt
- GI_LID - pt
- Guardrail - line
- Pond - pt
- Retaining Wall - line
- Retrofit
- Sidewalk - line
- Street Segment - line
- Structure - pt
- Traffic Calming Device - pt

Traffic Engineering Assets

- Intersection
- Sign - pt
- School Flasher - pt
- Signal - pt

- Cityworks is a geospatial solution that will consume the City's GIS map services. It is necessary for the City to obtain the above DeKalb County GIS data, and host it so that it will be accessible to Cityworks Online (CWOL).
- End-User training sessions will be performed on-site over the course of two (2) consecutive days and may include up to ten (10) people per training session- one day per session for a total of 20 users per week.
- One day of on-site administrator training is included for the third day of training. The one day of administrator training is limited to a maximum of five (5) people.
- Go-Live support includes on-site coaching and mentoring for three (3) days.
- No system integrations are included within this Statement of Work. Cityworks AMS will not be integrated with any other business software. Cityworks AMS will only be communicating with Esri ArcGIS.
- Data migration services are not included within this Statement of Work. Any existing legacy work orders, or maintenance data, will not be migrated into Cityworks AMS. This includes any legacy work history obtained from DeKalb County.
- **Project management and administrative services have been included to support the project duration of eleven (11) weeks only (for implementation phases 1-3). Should the implementation project schedule duration extend beyond twelve (12) weeks, additional compensation for project management and administration services will be required. For each one (1) week of project extension beyond the first twelve (12) weeks, Woolpert will bill for, and the City will pay, an additional \$750 per week for project management/administration services. Any portion of a week will be billed on a prorated basis.**

Phase 1 | Request for Information

As soon as is reasonably feasible, following the receipt of a written NTP, the Woolpert team will submit a Request for Information (RFI) document asking for the required information that is relevant to the Cityworks configuration efforts. The information requested will include but is not limited to the following (see Attachment 1):

- Employees Names, Logins, Positions, and Hourly Rates
- Equipment List and Hourly Rates with Equipment Unique ID's
- Contractor List with Contractor Unique ID's
- Existing GIS Map Services including Geocoding Services and Map Services

Once the RFI is submitted to the City, Woolpert will facilitate a remote review call with the City's project team. During this remote review call, Woolpert will explain how to provide the requested data and will answer any questions pertaining to the RFI process. The City will have five (5) working days to gather the requested information and send it to Woolpert. Once received, Woolpert will analyze the information to ensure that the necessary information has been received.

Related Tasks

WBS	Task Name
	1 Phase 1 - Request for Information
1.1	Woolpert to Develop and Submit RFI Document
1.2	Facilitate Remote Meeting to Review RFI
1.3	City PM to Collect RFI Data and Deliver to Woolpert (City-Owned Task)
1.4	Woolpert to Review and Analyze RFI Data Received

Woolpert Deliverables/Responsibilities

- Develop and Submit RFI Document
- Facilitate Remote Meeting to Review RFI
- Review and Analyze RFI Data

Assumptions

- All work will be performed remotely.
- Microsoft Teams will be used to conduct the remote review meeting.
- As schedule is critical for this project, the City will have only five (5) business days to gather and submit to Woolpert the RFI data.

City Tasks

- Provide RFI data to Woolpert.
- Core Team to attend the Remote Review Meeting.

Phase 2 | Cityworks Templated Configuration

Woolpert will facilitate the configuration of Cityworks, using the information gathered and submitted as per the RFI document provided by the City. As this is a Woolpert Templated approach to implementation, the bulk of the configuration will be based on what has already been configured for DeKalb County. Included in this approach will be several pre-configured service requests, work orders, inspections, and dashboard(s) for the identified asset groups. The configuration will contain the following with **Green** being City-specific data, and **Black** being pre-configured based on the DeKalb configuration.

- **Employees.** City users who will be directly logging into Cityworks, as well as those who will be labor on work activities.
- **Equipment.** Pieces of equipment for items that are utilized to complete a work order but are not consumed (e.g., backhoes, vehicles, vacuum trucks, etc.).
- **Contractors.** Contractors consist of those who perform work for the City as well as contractors from whom the City procures materials.
- **Work Orders.** Will include those configured for DeKalb County.
- **Service Requests.** Will include those configured for DeKalb County. Additionally, Woolpert will propose the use of a different list of service requests to be configured. It will be up to the City to determine which list will be used for the configuration.
- **Inspections.** Will include those configured for DeKalb County.

Related Sub-Tasks

WBS	Task Name
2 Phase 2 - Cityworks Templated Configuration	
2.1	Woolpert to Configure Cityworks
2.2	Woolpert to Provide Configuration Documentation

Woolpert Deliverables/Responsibilities

- Setup and configure Cityworks AMS for the identified asset groups as configured for DeKalb County.
- Configure Cityworks based on the Employee, Equipment, and Contractor data received from the RFI.
- Provide a final Configuration Document outlining how Cityworks AMS was configured.

Assumptions

- All work will be performed remotely.
- Woolpert will configure service requests, work orders, and inspections based on what was configured for DeKalb County.
- Utilizing the City Map Services requires that the GIS data has a unique identifier such as Asset ID or Facility ID which are the common naming fields. The Unique ID for each asset is required for Cityworks functionality.

City Tasks

- Provide the map services and the maps to be used for Cityworks.
- Choose from a list of service requests to be configured.

Phase 3 | System Deployment

System Deployment tasks are intended to take the Cityworks AMS solution through the necessary steps for the software to go-live. The outcome of this phase is a Cityworks solution that supports the tracking of service requests, work orders, and inspection activities.

Included in this phase are tasks to perform the following:

1. Woolpert will facilitate the move and loading of the software configuration to Cityworks On-line (CWOL).
2. Woolpert to perform configuration **testing** to ensure that the solution functions as per the requirements gathered and documented in previous phases.
3. Provide **End-User Training**. Cityworks maintains a library of training materials that are appropriate for supporting the needs of clients. These training materials will be utilized in a hands-on on-site training session where Woolpert will teach end-users how to navigate through the different components of the Cityworks AMS software.
4. Execute **Go-Live** immediately following the end-user training. Woolpert will provide on-site go-live support.

Task 3.1 | Cityworks On-line Setup

Since the City will be using the CWOL version of Cityworks AMS, Woolpert will make a backup of the configured Cityworks AMS solution and provide it to Trimble. Trimble will then load the configuration on CWOL and ensure that it is connected properly to the City's GIS.

Related Sub-Tasks

WBS	Task Name
	3.1 CWOL Setup
3.1.1	Woolpert to Make Cityworks Backup
3.1.2	Submit Cityworks Backup to Trimble
3.1.3	Trimble to Setup CWOL

Woolpert Deliverables/Responsibilities

- Woolpert to make a backup of the Cityworks configuration and provide a copy to Trimble.

Assumptions

- All services will be provided remotely.
- The City will be licensed for Cityworks AMS On-line, and Trimble will provide the necessary setup once receiving the configuration backup from Woolpert.
- Trimble will be able to complete the software setup on CWOL within five (5) business days.

City Tasks

- None

Task 3.2 | Testing

The focus of system testing efforts is to thoroughly test the installed/configured Cityworks AMS solution and ensure that all delivered functionality is properly functioning.

Related Sub-Tasks

WBS	Task Name
	3.2 Testing
3.2.1	Woolpert to Test the Configuration on CWOL
3.2.2	Woolpert to Provide Post-Testing Checklist

Woolpert Deliverables/Responsibilities

- Thoroughly test the configured solution and ensure that the system is ready for training and go-live.
- Woolpert to provide Post-Testing Checklist testing results showing that system configuration is working as expected.

Assumptions

- All work is to be completed remotely.
- Testing will be performed on the CWOL Sand-box instance.

City Tasks

- Review the Post-Testing Checklist

Task 3.3 | End-User Training

It is important that end-user training be timed to occur immediately prior to going live. The Woolpert team will provide a training agenda and materials for end-user training classes. Training materials will consist of standard Trimble-developed training guides.

The Woolpert team will provide Cityworks AMS training to the City staff. The Woolpert training will include the following:

- **Dashboards.** Dashboards allow users to see relevant data when first logging into Cityworks without having to search for the data.
- **Service Requests.** Service Request creation will allow the capturing of requests coming in from constituents and/or internal requests.
- **Work Orders.** The creation and completion of work orders, against assets, will be vital and the main core training topic of end-user training.
- **Inspections.** Inspection training, where applicable, will allow tracking of department-specific checklists.
- **Searching.** Cityworks allows for ad-hoc searching of service requests, work orders, and inspections.
- **Administration.** Cityworks AMS administrative training.

Related Sub-Tasks

WBS	Task Name
	3.3 End-User Training
3.3.1	Develop Agenda
3.3.2	Woolpert to Prepare for EUT
3.3.3	City to Prepare City Site for Training (City-Owned Task)
3.3.4	Woolpert to Provide On-Site End-User Training (EUT)
3.3.4.1	Woolpert to Conduct Training (On-site)

Woolpert Deliverables/Responsibilities

- Develop training agenda.
- Conduct end-user training sessions.
 - Cityworks AMS end-user training for up to sixteen (16) hours
 - Cityworks AMS administrative training for up to eight (8) hours

Assumptions

- All training will be conducted on-site.
- The City will ensure that all end-users have access to a computer or tablet in preparation for training.
- All tablets, computers, laptops will be configured by the City for use (VPN, etc)
- There is a max of 10 users per training session for AMS training. There is a max of 5 users for the administrator training.

City Tasks

- Secure an appropriate training facility.
- Coordinate and schedule training participants.

Task 3.4 | Provide On-Site Go-Live Support

Woolpert resources will provide up to twenty-four (24) hours of go-live support. Woolpert will assist the end-users with coaching during the go-live support period. At this time, additional configuration or modifications will not be performed by Woolpert. The goal of go-live support is to assist the end-users in maneuvering through the software successfully.

Related Sub-Tasks

WBS	Task Name
3.4	Provide On-Site Go-Live Support
3.4.1	Woolpert to Provide Go-Live Support (On-site)

Woolpert Deliverables/Responsibilities

- Provide up to twenty-four (24) hours of go-live support during the first week of go-live.

Assumptions

- Additional configuration requests, outside of the provided configuration, will be placed on a list to be discussed with the City Project Manager for future consideration.

City Tasks

- Ensure access to computers or tablets for end-users to utilize Cityworks in the office or field in preparation for go-live.

Phase 4 | Ad-Hoc Support Services

As a new user of Cityworks AMS with limited staff, it is imperative that the City has in place a process in which additional support can be obtained. As needed, the City can notify Woolpert that additional support services are being requested. Woolpert and the City will discuss the needed services and clearly document the support services to be performed. Support services could include, but are not limited to:

- Cityworks configuration
- Software version upgrades
- Training
- Technical troubleshooting
- System integrations
- Data migration
- Report development
- Database management
- ArcGIS and asset data support
- ArcGIS data collection/surveying
- Document management services
- Workflow and performance improvement support
- Any other services related to the performance and usage of Cityworks or ArcGIS

Prior to performing any services, Woolpert or the City will clearly document in writing:

- The services to be provided
- Deliverables to be submitted
- Assumptions pertaining to the provided services
- Woolpert responsibilities
- City responsibilities
- Schedule
- Woolpert estimated fees

Woolpert Deliverables/Responsibilities

- To provide professional, technical, and administrative resources to support the City with services related to the use and operation of Cityworks.
- To be determined and defined per work request.

Assumptions

- Woolpert will not begin providing support services without the written approval of the City.
- To be determined and defined per work request.
- Ad-hoc support services will be billed on either a Lump-Sum Fixed Fee basis, or on a Time & Materials Fee basis as agreed to between the City and Woolpert.

City Tasks

- To define the needed support services requested from Woolpert, and to provide written authorization to begin the work.
- To be determined and defined per work request.

Phase PM | Project Management

Woolpert's project manager will facilitate the following **project administrative activities** throughout the life cycle of the project:

- Develop, in cooperation with the City's project manager, a schedule.
- Coordinate project events with the City's project manager and the Woolpert team.
- Facilitate up to eleven (11) weekly project management meetings for up to thirty (30) minutes during the eleven-week duration of the project.
- Perform miscellaneous project administration (e.g., invoicing, travel, project reports, staff support).

Woolpert Deliverables/Responsibilities

- Perform project administration activities as outlined above.

Assumptions

- The activities discussed in this section will begin once an executed contract is received from the City.

City Tasks

- Provide one point of contact for all project management issues and questions.

Schedule

This Woolpert Cityworks solution is a pre-configured solution and can be deployed in eleven (11) weeks from the written Notice to Proceed (NTP) from the City of Tucker. The actual schedule will be defined once the NTP is received by Woolpert and will be dependent upon prior staff commitments and obligations. However, in no case should the project schedule extend beyond twelve (12) weeks. Extensions of the project schedule beyond twelve (12) weeks will require additional project management and administrative fees as outlined within other sections of this SOW.

To complete this project prior to July 1, 2023, Woolpert would need to receive the executed contract and NTP prior to April 10, 2023.

WBS	Task Name	Start	Finish
	City of Tucker, GA - Cityworks AMS Implementation Project	2023-04-10	2023-06-23
PM	PROGRAM MANAGEMENT	2023-04-10	2023-05-19
1	Phase 1 - Request for Information	2023-04-10	2023-04-21
1.1	Woolpert to Develop and Submit RFI Document	2023-04-10	2023-04-10
1.2	Facilitate Remote Meeting to Review RFI	2023-04-11	2023-04-11
1.3	City PM to Collect RFI Data and Deliver to Woolpert (City-Owned Task)	2023-04-12	2023-04-18
1.4	Woolpert to Review and Analyze RFI Data Received	2023-04-19	2023-04-21
2	Phase 2 - Cityworks Templated Configuration	2023-04-24	2023-05-10
2.1	Woolpert to Configure Cityworks	2023-04-24	2023-05-05
2.2	Woolpert to Provide Configuration Documentation	2023-05-08	2023-05-10
3	Phase 3 - System Deployment	2023-05-11	2023-06-23
3.1	CWOL Setup	2023-05-11	2023-05-22
3.1.1	Woolpert to Make Cityworks Backup	2023-05-11	2023-05-15
3.1.2	Submit Cityworks Backup to Trimble	2023-05-15	2023-05-15
3.1.3	Trimble to Setup CWOL	2023-05-16	2023-05-22
3.2	Testing	2023-05-23	2023-05-29
3.2.1	Woolpert to Test the Configuration on CWOL	2023-05-23	2023-05-25
3.2.2	Woolpert to Provide Post-Testing Checklist	2023-05-26	2023-05-29
3.3	End-User Training	2023-05-30	2023-06-16
3.3.1	Develop Agenda	2023-05-30	2023-05-30
3.3.2	Woolpert to Prepare for EUT	2023-05-31	2023-06-02
3.3.3	City to Prepare City Site for Training (City-Owned Task)	2023-05-31	2023-05-31
3.3.4	Woolpert to Provide On-Site End-User Training (EUT)	2023-06-12	2023-06-16
3.3.4.1	Woolpert to Conduct Training (On-site)	2023-06-12	2023-06-16
3.3.4.2	Expenses for On-site Training	2023-06-12	2023-06-16
3.4	Provide On-Site Go-Live Support	2023-06-19	2023-06-23
3.4.1	Woolpert to Provide Go-Live Support (On-site)	2023-06-19	2023-06-23

Attachment 1: Localized Configuration Information Requirements

A standard request for information is facilitated to gather information from the customer that is required to complete a templated configuration. The following tables represent the information contained in the request for information. While the following information is not necessarily required for the initial configuration and deployment of a templated implementation, the more employee, contractor, and equipment information made available in the configuration will increase the immediate value of the report outputs of the solution.

Employee Information

- | | | |
|-----------------------|---------------------|--------------------------------|
| • Domain ID | • Email | • Overhead Rate Type |
| • Employee SID | • Login Name | • Overtime Rate |
| • Employee ID | • Hourly Rate | • Overtime Rate Type |
| • First Name | • Benefit Rate | • Shift Differential Rate |
| • Middle Initial | • Benefit Rate Type | • Shift Differential Rate Type |
| • Last Name | • Holiday Rate | • Standby Rate |
| • Organization | • Holiday Rate Type | • Standby Rate Type |
| • Title | • Other Rate | • Is Active |
| • Pager Or Cell Phone | • Other Rate Type | • Unique Name |
| • Work Or Desk Phone | • Overhead Rate | |

***Note: A formatted Excel spreadsheet will be provided to facilitate capturing this required information.*

Contractor Information

- | | | |
|--------------------------------|-----------------|---------------------------|
| • Contractor Name | • Overhead Type | • Email |
| • Contractor Number (UniqueID) | • Provider Type | • Contact Name |
| • Description | • Address | • Licensed? |
| • Rate | • City | • License Expiration Date |
| • Rate Type | • State | • Type of Work |
| • Overtime Factor | • Zip | • Locally Based? |
| • Emergency/Holiday Factor | • Cell Phone | • Keywords |
| • Overhead Rate | • Office Phone | |

***Note: A formatted Excel spreadsheet will be provided to facilitate capturing this required information.*

Equipment information

- | | | |
|----------------|-----------------|-----------------|
| • Domain | • Equipment UID | • Model |
| • Trunk | • Year | • Rate Type |
| • Category | • Description | • Unit Cost |
| • Sub-Category | • Manufacturer | • Warranty Date |

***Note: A formatted Excel spreadsheet will be provided to facilitate capturing this required information.*

GIS Information (if applicable)

- | | | |
|---------------------------------------|--------------------------------------|-------------------|
| • Existing GIS Map Services | • Existing Geocoding Services | • Routing Service |
| • .gdb containing existing asset data | • Basemap Service (Referential Data) | |

Cityworks AMS SQL Database Backup Information (for existing Cityworks AMS users)

- SQL .bak export of existing Cityworks database

***Note: Please note the version of SQL Server and the current version of your Cityworks AMS Application*

Attachment B: Compensation

Item Number	Description	Fee
1	Cityworks AMS Configuration for Roads & Drainage, and Traffic Engineering Assets – DeKalb County Template Approach – Lump-Sum Fixed Fees	\$61,300
2	Ad-Hoc Support Services	\$15,000
	Total Fee	\$ 76,300

Pricing Assumptions (March 14, 2023):

1. This cost proposal is valid for 60 days (expires on May 14, 2023)
2. Pricing does not include the Cityworks AMS licensing. Licensing for Cityworks AMS would be a separate license agreement directly between the City of Santa Ana and Trimble.
3. Additional training and support can be provided for additional fees.
4. Loading and configuration of consumable Materials for use with work orders is not included within this SOW. These services can be added for an additional fee of \$5,000.
5. This SOW does not include any GIS services or tasks.
6. No system integrations are included within this SOW. Cityworks AMS will not be integrated with any other business software other than Esri ArcGIS.
7. Data migration services are not included within this SOW. Any existing legacy work orders, or maintenance data, will not be migrated into Cityworks AMS. Data migration services could be provided for an additional fee.
8. **Project management and administrative services have been included to support the implementation project duration of eleven (11) weeks only (Phases 1-3). Should the project schedule duration extend beyond twelve (12) weeks, additional compensation for project management and administration services will be required. For each one (1) week of project extension beyond the first twelve (12) weeks, Woolpert will bill for, and the City will pay, an additional \$750 per week for project management/administration services. NOTE: This does not apply to the Ad-Hoc Support Services which can remain active until the end of 2024.**
9. Ad-hoc support services will be performed on either a Lump-Sum Fixed Fee basis, or on a Time & Materials Fee basis as agreed to between the City and Woolpert.
10. For Lump-Sum Fixed Fee work authorizations, Woolpert will invoice the City monthly based on an overall percent completion of the work authorization tasks.
11. For Time & Material Fee work authorizations, Woolpert will invoice the City monthly based on the following hourly rates. Expenses will be submitted and paid at cost.

Resource	Hourly Rates (valid between Jan 1 and December 31, 2023)	Hourly Rates (valid between Jan 1 and December 31, 2024)
Program Manager (John Cestnick)	\$257	\$264
Project Manager	\$236	\$243
Group Manager/Team Leader	\$190	\$195
Sr. Cityworks/GIS Analyst	\$175	\$180
Cityworks/GIS Analyst	\$144	\$148
Sr. Tech Specialist (Subject Matter Expert)	\$226	\$232
Sr. Developer/Programmer	\$200	\$206
Developer/Programmer	\$185	\$190
Clerical	\$77	\$79

Attachment C: Terms and Conditions

Force Majeure. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

Client Representations. Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

Insurance. Woolpert agrees to maintain insurance coverage as set forth herein. Should Client require insurance coverage beyond the limits maintained by Woolpert, Client shall be responsible for the increased costs to procure such insurance.

- (a) Workers Compensation: statutory;
- (b) Commercial General Liability: \$1,000,000/\$2,000,000 per occurrence/aggregate;
- (c) Automobile Liability: \$1,000,000 combined single limit bodily injury/property damage each accident; and
- (d) Professional Liability: \$2,000,000/\$2,000,000 per claim/aggregate.

Limitation of Liability. Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or Fifty Thousand Dollars, whichever is greater.

Certifications. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Warranty Disclaimer. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Construction/Site Safety. Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Hazardous Materials. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

Documentation and Ownership. Drawings, specifications, documents, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Termination/Suspension. Woolpert may terminate this Agreement for convenience upon thirty (30) days prior written notice to Client without penalty or liability. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the Client to cure the default within the seven-day period. In the event of any termination, Woolpert shall be paid for all services performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

Duty to Notify. Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Export/Import Control. Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits, Woolpert's performance will be excused, and this Agreement will be terminated for the convenience of Woolpert.

Electronic Files. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.

No Fiduciary Duty. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Headings. Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

Choice of Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Greene County, Ohio.