



Mayor & City Council
Regular Meeting Agenda

Monday, July 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/89338334026> or Phone: 888 788 0099 (Toll Free) Webinar ID: 893 3833 4026

Pages

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

The pledge will be led by the new staff of the City of Tucker.

D. MAYOR'S OPENING REMARKS

E. PUBLIC COMMENTS

F. APPROVAL OF THE AGENDA

- Motion to approve/amend agenda

G. CONSENT AGENDA

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K.	OLD BUSINESS		
K.1	Ordinance O2023-06-12 Courtney.Smith		46
	<ul style="list-style-type: none"> • Second Read and Public Hearing of an Ordinance for a special land use permit (SLUP-23-0001) for a massage establishment at 2110 Henderson Mill Road, Suite 22A. (Applicant Jiuchikang LLC by Candor Legal) 		
L.	NEW BUSINESS		
L.1	Contract C2023-023-PO23-536 award by Resolution R2023-07-15 Ken.Hildebrandt		95
	<ul style="list-style-type: none"> • Consideration of a contract for the 2023 Fall Street Resurfacing 		
L.2	Contract C2023-022-PO23-537 Robertson	Carlton	198
	<ul style="list-style-type: none"> • Consideration of a contract for the Fitzgerald Park Improvements Phase 2 Project 		
M.	MAYOR AND COUNCIL COMMENTS		
N.	EXECUTIVE SESSION		
	<ul style="list-style-type: none"> • As required for personnel, real estate and litigation 		
O.	ACTION AFTER EXECUTIVE SESSION		
	<ul style="list-style-type: none"> • As needed 		
P.	ADJOURNMENT		
	<ul style="list-style-type: none"> • Motion to adjourn meeting 		



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

**Monday, June 12, 2023, 11:00 AM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

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

Members Absent: Frank Auman, Mayor
Cara Schroeder, Council Member District 2, Post 1

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

A. CALL TO ORDER

Mayor Pro Tem Lerner called the meeting to order at 11:03 AM.

B. ROLL CALL

The above were in attendance for a quorum. Mayor Auman and Councilmember Schroeder were absent.

C. MAYOR'S OPENING REMARKS

D. NEW BUSINESS

D.1 Ordinance O2023-06-10

Beverly.Hilton

Beverly Hilton, Finance Director, gave a presentation on the first hearing of the 2023 Property Tax. 3 Public Hearings are required to set a millage rate when the rollback rate is not being used. The City Council has tentatively adopted a 2023 millage rate from 0.784 mills to a millage rate of 2.284 mills.

Mayor Pro Tem Lerner opened the public hearing and 2 residents spoke in favor and nobody spoke in opposition. Public Hearing was closed.

FIRST READ

E. EXECUTIVE SESSION

None

F. ACTION AFTER EXECUTIVE SESSION

None

G. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to adjourn meeting at 11:34 AM passed unanimously.

AYES: (5): R. Orlando, A. Weaver, V. Rece, N. Monferdini, and A. Lerner

ABSENT: (2): F. Auman, and C. Schroeder

APPROVED (5 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



**MAYOR & CITY COUNCIL
REGULAR MEETING MINUTES**

**Monday, June 12, 2023, 7:00 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

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

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

A. CALL TO ORDER

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

B. ROLL CALL

The above were in attendance for a quorum.

C. PLEDGE OF ALLEGIANCE

The pledge was led by Girl Scouts Troop 14567.

D. MAYOR'S OPENING REMARKS

- **Proclamation P23-03 Municipal Court Clerks Week** - Mayor Auman read the proclamation into the minutes and presented it to Court Administrator Danielle Greene.
- Mayor Auman mentioned that since last month 27 new Occupational Tax Certificates were received, and to sign up for the In Tucker Magazine.

E. PUBLIC COMMENTS

Public Comments were heard from eleven citizens on the non-discrimination ordinance, dance event at Tucker Rec Center, update on Tucker Art Alliance, appreciation of closed caption on zoom, and the awards that the Girl Scouts received.

F. APPROVAL OF THE AGENDA

Motion to approve the agenda as presented passed unanimously.

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.9 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 Special Called Meeting Minutes - May 1, 2023

G.2 Regular Meeting Minutes - May 8, 2023

G.3 Regular Meeting Minutes - May 22, 2023

G.4 Resolution R2023-06-12 to Amend the GMA 401(a) Plan

G.5 Contract C2023-017-PO23-515 ESRI Software License Agreement Renewal

G.6 Contract C2023-020-PW-On-call Road and Stormwater Repair Maintenance to TriScapes

G.7 Contract C2023-019-PO23-512 MARTA Bus Pads & Pedestrian Connectivity to DAF Concrete

G.8 Contract C2023-017-PO23-513 Professional Audit Services to Nichols, Cauley, & Assoc.

G.9 Contract C2022-018 On Call Engineering to Pond and Falcon

H. OLD BUSINESS

H.1 Ordinance O2023-05-08

Councilmember Rece, Councilmember Schroeder and Councilmember Lerner requested to place this proposed Ordinance on the June 12th Council Meeting agenda for a second read per the City of Tucker Charter 3.01 (2).

Councilmember Lerner gave a presentation on the edits, based on questions and concerns brought forward during the May 8 public hearing and comments from community stakeholders after the first read, have been made to proposed Ordinance O2023-05-08, Article VIII "Unlawful Discrimination" in Chapter 30, "Offenses and Miscellaneous Provisions", in consultation with our city attorney, which is in the agenda packet.

Mayor Auman opened a public hearing and 18 citizens spoke on the Ordinance. Mayor Auman closed the public hearing.

Councilmember Lerner motioned to approve the Ordinance and Councilmember Schroeder seconded the motion.

Motion by Councilmember Lerner to approve Ordinance; Seconded by Councilmember Schroeder.

Mayor Auman gave a statement.

- Request by Mayor Auman for a Proposed Amendment: In Section 30-301 to add a colon (:) after the word "perceived"

Councilmember Lerner stated No

- Request by Mayor Auman for a Proposed Amendment: In Section 30-301: After veteran, replace "or" with a comma; after Military Status, add ", or political party affiliation."

Councilmember Lerner stated No

Motion by Mayor Auman to amend the Ordinance Section 30-301: After veteran, replace "or" with a comma; after Military Status, add ", or political party affiliation."

Due to a lack of a Second, the Motion Failed.

- Request by Mayor Auman for a Proposed Amendment: In Section 30-306(7): After the sentence ending in "...dismissal in a written report", add the following sentence: Should the Respondent make a bona fide claim that compliance with this ordinance in the specific complaint being made would force hi or her to violate his or her genuinely and closely held personal beliefs, the Hearing Officer shall dismiss the complaint.

Councilmember Lerner stated No

Motion by Mayor Auman to amend the ordinance Section 30-306(7): After the sentence ending in "...dismissal in a written report", add the following sentence: Should the Respondent make a bona fide claim that compliance with this ordinance in the specific complaint being made would force hi or her to violate his or her genuinely and closely held personal beliefs, the Hearing Officer shall dismiss the complaint.

Due to a lack of a Second, the Motion Failed.

- Request by Mayor Auman for a Proposed Amendment: In Section 30-305: Add (11) No business or business owner covered by this ordinance will e required to provide goods or services or facilities or accommodations that violate his genuinely and closely held personal beliefs, so long as a substantially comparable good or service can be obtained under reasonably equitable terms elsewhere.

Councilmember Lerner stated No

Motion by Mayor Auman to amend the ordinance Section 30-305: Add (11) No business or business owner covered by this ordinance will e required to provide goods or services or facilities or accommodations that violate his genuinely and closely held personal

beliefs, so long as a substantially comparable good or service can be obtained under reasonably equitable terms elsewhere.

Due to a lack of a Second, the Motion Failed.

- Request by Mayor Auman for a Proposed Amendment: Add sentence to Part III: This Ordinance will expire and have no further effect beyond three years of the original effective date. (or consider: unless a certain # of findings against the Respondent by the Hearing Officer)

Councilmember Lerner stated No

Motion by Mayor Auman to amend the ordinance to add a sentence to Part III: This ordinance will expire and have no further effect beyond three years of the original effective date. (or consider: unless a certain # of findings against the Respondent by the Hearing Officer)

Due to a lack of a Second, the Motion Failed.

- Request by Mayor Auman for a Proposed Amendment: Resolution: The Mayor and City Council of the City of Tucker hereby ask the Georgia General Assembly to take action to place this proposed Ordinance on a ballot for public referendum as soon as practicable.

Councilmember Lerner stated No

Motion by Mayor Auman to amend the Ordinance for a Resolution: The Mayor and City Council of the City of Tucker hereby ask the Georgia General Assembly to take action to place this proposed Ordinance on a ballot for public referendum as soon as practicable.

Due to a lack of a Second, the Motion Failed.

After finishing his remarks and asking for anything further from other members, Mayor Auman declared a ten minute recess. Councilmember Lerner asked to call the question and Councilmember Monferdini seconded. The Mayor acknowledged the motion and stated that business would resume at that point. The City Attorney pointed out that there was a motion with a second, and the Mayor again stated that the motion would remain pending and announced that he would be "right back". At this point, the Mayor left the room. Councilmember Lerner then asked the City Attorney whether "we could go ahead and have the vote". The City Attorney advised that "the Mayor pro tem can act in the Mayor's absence to call a vote". Councilmember Lerner immediately proceeded to call for a vote.

Call for a vote by Mayor Pro Tem Lerner with a show of hands: In Favor 6 Oppose 0

Motion for a recess by Mayor Pro Tem Lerner/Councilmember Monferdini 6-0 in favor

Upon return from the recess voted by the Council, Mayor Auman requested to have his vote on the previous question recorded as a No. There was no objection from Council.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve Ordinance O2023-05-08 to amend Tucker Code CH 30 Offenses and Miscellaneous Provisions passed.

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

NAYES: (1): F. Auman

APPROVED (6 to 1)

H.2 Ordinance O2023-06-10

Beverly Hilton, Finance Director, gave a presentation on the second hearing of the 2023 Property Tax. 3 Public Hearings are required to set a millage rate when the rollback rate is not being used. The City Council has tentatively adopted a 2023 millage rate from 0.784 mills to a millage rate of 2.284 mills.

Mayor Auman opened the public hearing. One citizen spoke in favor stating that the millage rate should be increased further. Nobody spoke in opposition. The public hearing was closed.

Final Read will be on June 26, 2023.

H.3 Ordinance O2023-05-09

Beverly Hilton, Finance Director spoke on the second read of an ordinance to adopt the FY2024 Operating and Capital Budgets. The FY2024 City Budget is \$52,063,598.

Mayor Auman opened a public hearing. Two citizens spoke in favor of the budget and mentioned more funds should go to the trails. Nobody spoke in opposition. The public hearing was closed.

MOVER: V. Rece

SECONDER: C. Schroeder

Motion to approve Ordinance O2023-05-09 to adopt the Fiscal Year 2024 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)

H.4 Ordinance O2023-05-07

Courtney Smith, Community Development Director, spoke on the second read of an ordinance for RZ-23-0001 to rezone from R-75 to R-60 to allow for two single family detached lots at. A letter was received from Kaizen Collaborative Design Inc. to defer to the June 26th meeting for a revised site plan.

MOVER: C. Schroeder

SECONDER: N. Monferdini

Motion to defer ordinance O2023-05-07 for RZ-23-0001 to the June 26, 2023 Council Meeting passed unanimously.

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

APPROVED (7 to 0)

H.5 Ordinance O2023-05-06

Courtney Smith, Community Development Director, spoke on amending the Tucker Code Chapter 46 Zoning (TA-23-0002), including changes to the title of Planning and Zoning Director, number of members on the Zoning Board of Appeals, board appointment terms, and removal of inaccurate references.

Mayor Auman opened a public hearing. One citizen spoke in favor and nobody spoke in opposition. The public hearing was closed.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve Ordinance O2023-05-06 to amend Tucker Code CH 46 Zoning passed unanimously.

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

APPROVED (7 to 0)

H.6 Ordinance O2023-05-05

Ted Baggett, City Attorney, spoke on amending the Tucker Code Chapter 46 Zoning, to bring the city's zoning and land use code into conformity with the new procedural and appellate provisions of state law.

Mayor Auman opened a public hearing. Nobody spoke in favor or in opposition. The public hearing was closed.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve Ordinance O2023-05-05 to amend Tucker Code CH 46 Zoning passed unanimously.

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

APPROVED (7 to 0)

H.7 Ordinance O2023-03-04

Ted Baggett, City Attorney, spoke on the final read of three reads of an ordinance to amend the charter to accommodate the results on the November, 2022 referendum on

public works and to effect one outstanding recommendation of the charter review commission.

MOVER: C. Schroeder

SECONDER: A. Weaver

Motion to approve Ordinance O2023-03-04 to amend the City of Tucker Charter passed unanimously.

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

APPROVED (7 to 0)

I. NEW BUSINESS

I.1 C2023-TO6-2022-018-PO23-511

Ken Hildebrandt, City Engineer, spoke on the contract for engineering design of the Kelley Cofer Park Loop Trail Design to provide full professional services for surveying, landscape architecture, engineering, permitting, and construction administration for the Segment 2A Kelley Cofer Loop multi-use trail project, approximately 0.6 miles. Recommendation to award to one of our on-call consultants, KAIZEN Collaborative, in the amount of \$143,400.

MOVER: A. Weaver

SECONDER: A. Lerner

Motion to approve contract C2023-TO6-2022-018-PO23-511 to KAIZEN Collaborative passed unanimously.

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

APPROVED (7 to 0)

I.2 Resolution R2023-06-13

Ted Baggett, City Attorney, spoke on the Resolution to authorize the Tax Commissioner to collect revenues to fund the maintenance of currently existing traffic calming and street lighting districts inside the city limits and remit them to the city for use in maintaining the infrastructure in these districts.

MOVER: A. Lerner

SECONDER: V. Rece

Motion to approve Resolution R2023-06-13 to authorize the Tax Commissioner to collect the district fees and remit to the City passed unanimously.

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

APPROVED (7 to 0)

I.3 Ordinance O2023-06-12

Courtney Smith, Community Development Director, spoke on the special land use permit (SLUP-23-0001) for a massage establishment at 2110 Henderson Mill Road, Suite 22A.

Mayor Auman opened a public hearing. The applicant spoke in favor and one citizen spoke in opposition. The public hearing was closed.

Second read scheduled on July 10, 2023.

FIRST READ

I.4 Ordinance O2023-06-11

Courtney Smith, Community Development Director, spoke on the adoption of the Tucker Tomorrow Comprehensive Plan Update, including Future Land Use Map amendments. Deanna Murphy, Sizemore Group, gave a presentation on the Comp Plan. DCA requires that the city complete a 5-year update to the Tucker Tomorrow Comprehensive Plan. DCA provided feedback and approved the draft Comp Plan update.

Mayor Auman opened a public hearing. Nobody spoke in favor and two citizen spoke in opposition. The public hearing was closed.

Second read scheduled on June 26, 2023.

FIRST READ

J. MAYOR AND COUNCIL COMMENTS

K. EXECUTIVE SESSION - None

L. ACTION AFTER EXECUTIVE SESSION - None

M. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 11:59 PM passed unanimously.

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

APPROVED (7 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



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

**Wednesday, June 14, 2023, 5:30 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
Virginia Rece, Council Member District 1, Post 2
Noelle Monferdini, Council Member District 2, Post 2
Anne Lerner, Council Member District 3, Post 2

Members Absent: Alexis Weaver, Council Member District 3, Post 1

A. CALL TO ORDER

Mayor Auman called the meeting to order at 5:30 PM.

B. ROLL CALL

The above were in attendance for a quorum. Councilmember A. Weaver was absent.

C. MAYOR'S OPENING REMARKS

Mayor Auman mentioned that this special called meeting is for the purpose of an executive session as required for personnel, real estate and or litigation.

D. NEW BUSINESS

E. EXECUTIVE SESSION

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to enter into Executive Session for the purpose of personnel, real estate and litigation at 5:31 PM passed unanimously.

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

ABSENT: (1): A. Weaver

APPROVED (6 to 0)

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to exit Executive Session at 7:11 PM and return to the called meeting passed unanimously.

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

ABSENT: (1): A. Weaver

APPROVED (6 to 0)

F. ACTION AFTER EXECUTIVE SESSION

None

G. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 7:14 PM passed unanimously.

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

ABSENT: (1): A. Weaver

APPROVED (6 to 0)

APPROVED: Frank Auman, Mayor

ATTEST: Bonnie Warne, Clerk

Date Approved



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

**Monday, June 26, 2023, 6:45 PM
Tucker City Hall
1975 Lakeside Pkwy, Ste 350B, Tucker, GA 30084**

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

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

A. CALL TO ORDER

Mayor Auman called the meeting to order at 6:45 PM.

B. ROLL CALL

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

C. PUBLIC HEARING

C.1 Ordinance O2023-06-10

Beverly Hilton, Finance Director, gave a presentation on the final hearing of the 2023 Property Tax. 3 Public Hearings are required to set a millage rate when the rollback rate is not being used. The City Council tentatively adopted a 2023 millage rate increase from 0.784 mills to a millage rate of 2.284 mills.

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

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve ordinance O2023-06-10 to set 2023 Millage Rate passed unanimously.

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

APPROVED (7 to 0)

D. PLEDGE OF ALLEGIANCE

E. MAYOR'S OPENING REMARKS

- **Proclamation P23-04 Designating July as Park and Recreation Month** - Mayor Auman read the proclamation into the minutes and presented it to staff of the Tucker Parks and Recreation Department.

F. OLD BUSINESS

F.1 Ordinance O2023-05-07

Courtney Smith, Community Development Director, spoke on the rezoning of 2022 Brockett Road from R-75 to R-60 to subdivide the parcel into two single-family detached lots.

Mayor Auman opened a public hearing. The applicant spoke in favor, and four residents spoke in opposition in regards to the berm removal, invasive plant species removal, septic fields and traffic patterns. Public hearing was closed.

MOVER: C. Schroeder

SECONDER: N. Monferdini

Motion to approve Ordinance O2023-05-07 with redline conditions version for RZ-23-001 presented passed unanimously.

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

APPROVED (7 to 0)

F.2 Ordinance O2023-06-11

Courtney Smith, Community Development Director, spoke on the adoption of the Tucker Tomorrow Comprehensive Plan Update.

Mayor Auman opened a public hearing, which one citizen spoke in favor and nobody spoke in opposition. Public hearing was closed.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve Ordinance O2023-06-11 for the adoption of the Tucker Tomorrow Comprehensive Plan update with 2 changes and to include minor changes to scrivener's errors passed unanimously.

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

APPROVED (7 to 0)

Mayor Auman stated that the public comment/agenda approval were left off the agenda. City Attorney Ted Baggett stated it was in order to add the two items.

AGENDA APPROVAL

MOVER: F. Auman

SECONDER: V. Rece

Motion to add public comment and approval of the agenda and approve the agenda as amended passed unanimously.

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

APPROVED (7 to 0)

PUBLIC COMMENT

Public comment was heard from one citizen on adding volunteers in the non-discrimination policy and displaying the information on the Tucker website.

G. NEW BUSINESS

G.1 Resolution R2023-06-14

Beverly Hilton, Finance Director, spoke on the to set a Schedule of Fees and Charges for FY2024, highlighting changes. Council discussed the various fees.

MOVER: N. Monferdini

SECONDER: V. Rece

Motion to approve Resolution R2023-06-14 to set the fee schedule as presented with the amendments as discussed.

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

APPROVED (7 to 0)

G.2 Contract C2023-TO20-2019-017-PO23-527

Carlton Robertson, Parks and Recreation Director, spoke on updating the City of Tucker's first Parks and Recreation Master Plan adopted in 2019 to enable the city to provide quality services, an updated Master Plan is necessary to continue the future planning and development of the Parks and Recreation Department, youth, adult and senior programming and athletics, and activities and events. The current plan has become outdated due to acquisitions, changes in program presentation and staffing requirements. Recommendation to award the task order contract to update the Parks and Recreation Master Plan to Barge Design Solutions for \$125,000.00.

MOVER: A. Lerner

SECONDER: C. Schroeder

Motion to approve contract C2023-TO20-2019-017-PO23-527 to update the Parks and Recreation Master Plan to Barge Design Solutions passed unanimously.

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

APPROVED (7 to 0)

G.3 Contract C2023-AMD5-INT-FY24

John McHenry, Deputy City Manager, spoke on the amendment to the existing InterDev Contract for Geographic Information System (GIS) and Information Technology (IT) services with the increase of one full time staff person. The total annual budget is \$570,180.

MOVER: C. Schroeder

SECONDER: V. Rece

Motion to approve the contract amendment C2023-AMD5-INT-FY24 with InterDev passed unanimously.

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

APPROVED (7 to 0)

G.4 Contract C2023-AMD13-CHJAC-FY24

Tami Hanlin, City Manager, spoke on the contract amendment C2023-AMD13-CHJAC-FY24 to the Jacobs Engineering Contract for professional services with the new annual fee of \$2,953,506 which includes the removal of the Community Development Director and the addition of one additional Code Enforcement Officer.

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to approve the contract amendment C2023-AMD13-CHJAC-FY24 to the Jacobs Engineering Contract passed unanimously.

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

APPROVED (7 to 0)

H. MONTHLY REPORT

H.1 Monthly Financials for May 2023

I. PRESENTATIONS

I.1 Lawrenceville Highway Code Study Update and Discussion

Courtney Smith, Community Development Director, introduced Rose Mafe with Pond & Company, who presented proposed changes on the Lawrenceville Highway Zoning Code Study.

I.2 Public Works Update

Ishri Sankar, Public Works Director, gave a staff report on the recent and upcoming work of Tucker’s Public Works Department. Presentation included an update on: Staff, Storage Facility, Asset Management Software, Known Issues Across the City (potholes/asphalt repair, vegetation/grading, stormwater, signs, signals), Contractors, Budget, Goals, Utilities, and Other Policies.

I.3 Parks and Recreation Updates – Projects and Programming

Carlton Robertson, Parks and Recreation Director gave an update on: Johns Homestead Park Dams/Park Renovation/Historic Preservation, Downtown Park Tucker Town Green Master Plan, Fitzgerald Park, TRC Parking and Pickleball, Rosenfeld Park, Lord Park, Park Signage, Events and Activities, and the Camps and Pools.

J. EXECUTIVE SESSION

MOVER: F. Auman

SECONDER: V. Rece

Motion to enter into Executive Session for the purpose of personnel, real estate and litigation at 9:34 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: N. Monferdini

SECONDER: V. Rece

Motion to exit Executive Session and return to the called meeting at 10:20 PM passed unanimously.

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

APPROVED (7 to 0)

K. ACTION AFTER EXECUTIVE SESSION

None

L. ADJOURNMENT

MOVER: N. Monferdini

SECONDER: C. Schroeder

Motion to adjourn meeting at 10:24 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



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Beverly Hilton, Finance Director
CC: Tami Hanlin, City Manager
Date: July 5, 2023
RE: Memo for June 2023 Interim Financials

Description for on the Agenda:

Monthly Financials for June

Issue:

Review of June 2023 Interim Financials

Recommendation:

Review and discuss as needed the June 2023 Interim Financials

Background:

Staff present to the Mayor and Council the previous month's financial statements during the second meeting of the month.

Summary:

June completes 12 months or 100% of Fiscal Year 2023.

Revenue has met or exceeded the amended budget for the year. Since this is the first meeting of the month, June financials are very early. We anticipate a lot of activity in the next few weeks. We have banking entries to make for interest. We also have accruals to make for June excise taxes and other June revenue received within 60 days of the fiscal year end. Summer is in full swing at Parks and Rec and revenue is coming in according to budget.

Expenditures are within or below projected in most accounts. We will be adjusting line items after next week's final payroll of the year to correct any irregular/negative balances. If we are not able to adjust lines to cover within the fund, we will ask for a final budget amendment. That is anticipated to occur before the conclusion of the audit. The final transfer to Capital Fund 300 and to Stormwater Fund 560 will occur soon.

Final Statements for June 30, 2023, will be presented with the audit.

Financial Impact:

Interim Financial Statements are attached.

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
100-0000-31.13100	MOTOR VEHICLE TAX	30,000.00	(11,594.89)	422.85	41,594.89	(38.65)
100-0000-31.13150	TITLE AD VALOREM TAX	1,000,000.00	1,018,488.22	117,894.55	(18,488.22)	101.85
100-0000-31.13400	INTANGIBLE TAXES	3,000.00	2,424.31	256.77	575.69	80.81
100-0000-31.16000	REAL ESTATE TRANSFER TAXES	1,000.00	955.54	116.52	44.46	95.55
100-0000-31.17000	FRANCHISE FEES	3,681,000.00	3,104,692.69	5,670.93	576,307.31	84.34
100-0000-31.42000	ALCOHOLIC BEVERAGE EXCISE TAX	615,000.00	599,208.73	62,353.55	15,791.27	97.43
100-0000-31.43000	LOCAL OPTION MIXED DRINK	145,000.00	131,519.12	8,062.96	13,480.88	90.70
100-0000-31.61000	BUSINESS & OCCUPATION TAXES	3,950,000.00	3,931,678.67	128,498.08	18,321.33	99.54
100-0000-31.62000	INSURANCE PREMIUM TAX	3,020,000.00	3,019,999.46	0.00	0.54	100.00
100-0000-31.63000	FINANCIAL INSTITUTIONS TAXES	151,000.00	150,402.00	0.00	598.00	99.60
100-0000-31.90000	PENALTIES AND INTEREST	55,000.00	50,355.43	6,316.93	4,644.57	91.56
100-0000-32.11000	ALCOHOLIC BEVERAGES	350,000.00	323,569.99	200.00	26,430.01	92.45
100-0000-32.12200	INSURANCE LICENSE	50,000.00	48,425.00	100.00	1,575.00	96.85
100-0000-34.11900	OTHER FEES	1,000.00	133.93	5.76	866.07	13.39
100-0000-34.93000	BAD CHECK FEES	500.00	320.00	0.00	180.00	64.00
100-0000-36.10000	INTEREST	650,000.00	548,889.61	0.00	101,110.39	84.44
100-0000-36.30000	UNREALIZED GAIN/LOSS ON INVESTMENTS	(8,000.00)	(3,598.00)	0.00	(4,402.00)	44.98
100-0000-37.10000	CONTRIBUTIONS / DONATIONS	9,600.00	3,500.00	0.00	6,100.00	36.46
100-0000-38.90000	MISCELLANEOUS REVENUE	1,000.00	763.51	0.00	236.49	76.35
	Total Dept 0000 - NON DEPARTMENTAL	13,705,100.00	12,920,133.32	329,898.90	784,966.68	94.27
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-38.90000	MISCELLANEOUS REVENUE	0.00	3,000.00	0.00	(3,000.00)	100.00
	Total Dept 1530 - LEGAL SERVICES DEPARTMENT	0.00	3,000.00	0.00	(3,000.00)	100.00
Department: 1540 HUMAN RESOURCES						
100-1540-33.60000	LOCAL GOVERNMENT UNIT GRANT	2,500.00	2,500.00	0.00	0.00	100.00
	Total Dept 1540 - HUMAN RESOURCES	2,500.00	2,500.00	0.00	0.00	100.00
Department: 2650 MUNICIPAL COURT						
100-2650-35.10000	MUNICIPAL COURT	650,000.00	583,741.01	44,669.11	66,258.99	89.81
	Total Dept 2650 - MUNICIPAL COURT	650,000.00	583,741.01	44,669.11	66,258.99	89.81
Department: 4224 SIDEWALKS						
100-4224-37.10000	SIDEWALK CONTRIBUTIONS	5,200.00	5,163.20	0.00	36.80	99.29
	Total Dept 4224 - SIDEWALKS	5,200.00	5,163.20	0.00	36.80	99.29
Department: 4260 STREET LIGHTING						
100-4260-37.10000	CONTRIBUTIONS / DONATIONS	23,065.00	23,065.00	0.00	0.00	100.00
	Total Dept 4260 - STREET LIGHTING	23,065.00	23,065.00	0.00	0.00	100.00
Department: 6210 PARKS & RECREATION						
100-6210-31.11000	MILLAGE FROM DEKALB	2,050,000.00	2,011,952.60	7,461.66	38,047.40	98.14
100-6210-31.91100	PENALTIES & INTEREST ON DELINQUENT T	8,000.00	6,731.80	(107.79)	1,268.20	84.15
100-6210-34.72001	CITY POOLS	58,500.00	46,761.00	13,871.00	11,739.00	79.93
100-6210-34.75000	PROGRAM FEES -- CAMP	140,000.00	154,022.89	30,037.12	(14,022.89)	110.02
100-6210-34.75002	PROGRAM FEES - LEAGUES & TOURNAMENT	98,000.00	95,895.00	2,310.00	2,105.00	97.85
100-6210-34.75003	PROGRAM FEES -- OTHER	13,000.00	11,451.00	0.00	1,549.00	88.08
100-6210-34.75004	GYM MEMBERSHIPS	15,000.00	12,560.00	182.00	2,440.00	83.73

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
% Fiscal Year Completed: 100.00

GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 6210 PARKS & RECREATION						
100-6210-34.75005	VENDING/CONCESSIONS	2,900.00	574.00	0.00	2,326.00	19.79
100-6210-38.10000	RENTS & ROYALTIES	60,000.00	55,678.50	2,966.00	4,321.50	92.80
100-6210-38.10001	RENTS - FILM INDUSTRY	125,000.00	119,584.00	0.00	5,416.00	95.67
100-6210-38.90000	MISCELLANEOUS REVENUE	100.00	13.00	0.00	87.00	13.00
	Total Dept 6210 - PARKS & RECREATION	2,570,500.00	2,515,223.79	56,719.99	55,276.21	97.85
Department: 6212 POOLS						
100-6212-34.75005	VENDING/CONCESSIONS	2,000.00	3,561.60	2,974.00	(1,561.60)	178.08
	Total Dept 6212 - POOLS	2,000.00	3,561.60	2,974.00	(1,561.60)	178.08
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-32.22000	BUILDING PERMITS	1,000,000.00	1,100,445.78	131,072.94	(100,445.78)	110.04
100-7210-32.22100	DEVELOPMENT PERMITS	30,000.00	29,059.60	1,640.00	940.40	96.87
	Total Dept 7210 - PROTECTIVE INSPECTIONS	1,030,000.00	1,129,505.38	132,712.94	(99,505.38)	109.66
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-37.10000	CONTRIBUTIONS / DONATIONS	12,000.00	11,173.91	0.00	826.09	93.12
	Total Dept 7520 - ECONOMIC DEVELOPMENT	12,000.00	11,173.91	0.00	826.09	93.12
Department: 9000 INTERFUND						
100-9000-39.12000	TRANSFER FROM HOTEL	475,000.00	455,952.88	44,566.91	19,047.12	95.99
100-9000-39.12200	TRANSFER FROM RENTAL CAR	65,000.00	56,937.84	5,633.24	8,062.16	87.60
	Total Dept 9000 - INTERFUND	540,000.00	512,890.72	50,200.15	27,109.28	94.98
	Revenues	18,540,365.00	17,709,957.93	617,175.09	830,407.07	95.52
Account Category: Expenditures						
Department: 1110 CITY COUNCIL						
100-1110-51.11000	REGULAR SALARIES	104,000.00	100,287.11	8,000.12	3,712.89	96.43
100-1110-51.22000	FICA TAXES	4,100.00	3,965.20	316.28	134.80	96.71
100-1110-51.24000	EMPLOYER 401A 10% CONTRIBUTION	6,500.00	5,978.76	476.94	521.24	91.98
100-1110-51.26000	UNEMPLOYMENT EXPENSE	125.00	30.21	0.00	94.79	24.17
100-1110-51.27000	WORKERS COMP	300.00	283.31	0.00	16.69	94.44
100-1110-52.31000	GENERAL LIABILITY INSURANCE	20,000.00	17,731.00	0.00	2,269.00	88.66
100-1110-52.32000	CELL PHONES	7,200.00	3,971.79	405.28	3,228.21	55.16
100-1110-52.35000	TRAVEL EXPENSE	10,000.00	2,173.49	0.00	7,826.51	21.73
100-1110-52.37000	EDUCATION & TRAINING	10,000.00	7,395.00	0.00	2,605.00	73.95
100-1110-53.10000	OPERATING SUPPLIES - MAYOR	5,000.00	312.11	0.00	4,687.89	6.24
100-1110-53.10001	OPERATING SUPPLIES - DIST 1 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10002	OPERATING SUPPLIES - DIST 1 POST 2	3,000.00	848.65	400.81	2,151.35	28.29
100-1110-53.10003	OPERATING SUPPLIES - DIST 2 POST 1	3,000.00	2,053.85	451.93	946.15	68.46
100-1110-53.10004	OPERATING SUPPLIES - DIST 2 POST 2	3,000.00	600.80	64.08	2,399.20	20.03
100-1110-53.10005	OPERATING SUPPLIES - DIST 3 POST 1	3,000.00	790.24	400.81	2,209.76	26.34
100-1110-53.10006	OPERATING SUPPLIES - DIST 3 POST 2	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.17100	UNIFORMS	500.00	395.95	395.95	104.05	79.19
	Total Dept 1110 - CITY COUNCIL	185,725.00	146,817.47	10,912.20	38,907.53	79.05
Department: 1320 CITY MANAGEMENT						
100-1320-51.11000	REGULAR SALARIES	332,904.00	323,219.26	25,815.84	9,684.74	97.09
100-1320-51.21000	GROUP HEALTH INSURANCE	46,000.00	43,034.66	3,794.40	2,965.34	93.55

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
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GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
100-1320-51.21003	LIFE INSURANCE	2,540.00	1,324.43	38.00	1,215.57	52.14
100-1320-51.21004	LONG TERM DISABILITY INSURANCE	3,900.00	3,777.28	0.00	122.72	96.85
100-1320-51.21005	SHORT TERM DISABILITY INSURANCE	450.00	415.02	36.00	34.98	92.23
100-1320-51.22000	FICA TAXES	5,770.00	4,706.20	374.33	1,063.80	81.56
100-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	37,150.00	32,321.88	2,581.58	4,828.12	87.00
100-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	14,860.00	12,928.84	1,032.64	1,931.16	87.00
100-1320-51.27000	WORKERS COMP	1,500.00	1,068.27	0.00	431.73	71.22
100-1320-52.12000	PROFESSIONAL SERVICES	6,000.00	1,575.00	0.00	4,425.00	26.25
100-1320-52.32000	CELL PHONES	1,620.00	666.73	82.72	953.27	41.16
100-1320-52.35000	TRAVEL EXPENSE	4,000.00	2,699.97	0.00	1,300.03	67.50
100-1320-52.36000	DUES & FEES	5,000.00	2,063.30	39.00	2,936.70	41.27
100-1320-52.37000	EDUCATION & TRAINING	6,000.00	4,205.00	0.00	1,795.00	70.08
100-1320-53.10000	OPERATING SUPPLIES	1,000.00	621.57	0.00	378.43	62.16
100-1320-53.17100	UNIFORMS	300.00	0.00	0.00	300.00	0.00
100-1320-53.17500	HOSPITALITY SUPPLIES	2,000.00	1,481.53	0.00	518.47	74.08
Total Dept 1320 - CITY MANAGEMENT		470,994.00	436,108.94	33,794.51	34,885.06	92.59
Department: 1330 CITY CLERK						
100-1330-51.11000	REGULAR SALARIES	174,000.00	152,157.25	12,137.32	21,842.75	87.45
100-1330-51.21000	GROUP HEALTH INSURANCE	26,000.00	25,388.33	2,236.34	611.67	97.65
100-1330-51.21003	LIFE INSURANCE	460.00	438.36	38.00	21.64	95.30
100-1330-51.21004	LONG TERM DISABILITY INSURANCE	3,500.00	2,906.76	0.00	593.24	83.05
100-1330-51.21005	SHORT TERM DISABILITY INSURANCE	432.00	415.27	36.00	16.73	96.13
100-1330-51.22000	FICA TAXES	2,200.00	2,206.29	175.99	(6.29)	100.29
100-1330-51.24000	EMPLOYER 401A 10% CONTRIBUTION	16,000.00	15,215.81	1,213.74	784.19	95.10
100-1330-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,001.00	6,086.36	485.50	(85.36)	101.42
100-1330-51.27000	WORKERS COMP	400.00	329.48	0.00	70.52	82.37
100-1330-52.11000	ELECTION SERVICES	3,000.00	1,000.00	0.00	2,000.00	33.33
100-1330-52.32000	CELL PHONES	1,200.00	847.81	102.40	352.19	70.65
100-1330-52.33000	ADVERTISING	10,000.00	8,021.00	1,640.25	1,979.00	80.21
100-1330-52.35000	TRAVEL EXPENSE	3,000.00	763.21	0.00	2,236.79	25.44
100-1330-52.36000	DUES & FEES	1,000.00	610.43	39.00	389.57	61.04
100-1330-52.37000	EDUCATION & TRAINING	3,000.00	1,640.00	0.00	1,360.00	54.67
100-1330-53.10000	OPERATING SUPPLIES	2,000.00	1,768.62	0.00	231.38	88.43
100-1330-53.13000	FOOD SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
100-1330-53.17100	UNIFORMS	200.00	170.00	170.00	30.00	85.00
100-1330-54.24000	COMPUTER/SOFTWARE	35,000.00	23,794.49	750.00	11,205.51	67.98
Total Dept 1330 - CITY CLERK		288,893.00	243,759.47	19,024.54	45,133.53	84.38
Department: 1500 FACILITIES & BUILDINGS						
100-1500-52.12000	PROFESSIONAL SERVICES	33,600.00	31,886.00	5,750.00	1,714.00	94.90
100-1500-52.21300	JANITORIAL	4,600.00	2,470.00	0.00	2,130.00	53.70
100-1500-52.22000	REPAIRS & MAINTENANCE	20,000.00	17,619.41	937.50	2,380.59	88.10
100-1500-52.23100	BUILDING & OFFICE LEASES	426,000.00	390,322.54	1,290.83	35,677.46	91.63
100-1500-52.32100	INTERNET	22,220.00	21,649.64	2,266.91	570.36	97.43
100-1500-52.39000	OTHER PURCHASED SERVICES	8,000.00	5,258.80	2,725.00	2,741.20	65.74
Total Dept 1500 - FACILITIES & BUILDINGS		514,420.00	469,206.39	12,970.24	45,213.61	91.21
Department: 1510 FINANCE ADMINISTRATION						

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
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GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1510 FINANCE ADMINISTRATION						
100-1510-51.11000	REGULAR SALARIES	314,000.00	315,917.43	23,824.50	(1,917.43)	100.61
100-1510-51.13000	OVERTIME SALARIES	0.00	214.50	214.50	(214.50)	100.00
100-1510-51.21000	GROUP HEALTH INSURANCE	94,000.00	90,752.89	7,606.64	3,247.11	96.55
100-1510-51.21001	DENTAL INSURANCE	0.00	(76.00)	0.00	76.00	100.00
100-1510-51.21002	VISION INSURANCE	0.00	(18.14)	0.00	18.14	100.00
100-1510-51.21003	LIFE INSURANCE	950.00	848.73	76.00	101.27	89.34
100-1510-51.21004	LONG TERM DISABILITY INSURANCE	5,000.00	4,962.34	0.00	37.66	99.25
100-1510-51.21005	SHORT TERM DISABILITY INSURANCE	900.00	884.56	72.00	15.44	98.28
100-1510-51.22000	FICA TAXES	4,513.00	4,585.91	348.56	(72.91)	101.62
100-1510-51.24000	EMPLOYER 401A 10% CONTRIBUTION	31,124.00	31,591.77	2,382.45	(467.77)	101.50
100-1510-51.24001	457 (B) 4% MATCHING CONTRIBUTION	12,500.00	12,645.19	961.56	(145.19)	101.16
100-1510-51.27000	WORKERS COMP	1,000.00	590.52	0.00	409.48	59.05
100-1510-51.28000	TERMINATION BENEFITS	150.00	138.16	0.00	11.84	92.11
100-1510-52.11000	AUDIT SERVICES	60,000.00	59,940.00	0.00	60.00	99.90
100-1510-52.12000	PROFESSIONAL SERVICES	32,000.00	30,541.25	0.00	1,458.75	95.44
100-1510-52.32000	CELL PHONES	1,200.00	1,302.93	127.99	(102.93)	108.58
100-1510-52.35000	TRAVEL EXPENSE	3,000.00	2,915.16	0.00	84.84	97.17
100-1510-52.36000	DUES & FEES	2,000.00	1,549.50	0.00	450.50	77.48
100-1510-52.37000	EDUCATION & TRAINING	3,000.00	1,096.26	0.00	1,903.74	36.54
100-1510-53.10000	OPERATING SUPPLIES	4,500.00	3,984.95	0.00	515.05	88.55
100-1510-53.17100	UNIFORMS	600.00	113.75	0.00	486.25	18.96
Total Dept 1510 - FINANCE ADMINISTRATION						
		570,437.00	564,481.66	35,614.20	5,955.34	98.96
Department: 1513 OPERATING CONTINGENCIES						
100-1513-57.90000	CONTINGENCIES	40,500.00	40,500.00	0.00	0.00	100.00
Total Dept 1513 - OPERATING CONTINGENCIES						
		40,500.00	40,500.00	0.00	0.00	100.00
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-52.12000	PROFESSIONAL SERVICES	150,000.00	97,080.38	9,603.00	52,919.62	64.72
100-1530-52.12200	ATTORNEY FEES / CITY ATTORNEY	250,000.00	241,391.34	16,800.00	8,608.66	96.56
100-1530-52.13000	OTHER SERVICES / TECHNICAL	13,000.00	0.00	0.00	13,000.00	0.00
100-1530-52.13100	CONTRACTUAL SERVICES	5,000.00	3,935.96	0.00	1,064.04	78.72
100-1530-52.32000	CELL PHONES	0.00	(25.97)	0.00	25.97	100.00
Total Dept 1530 - LEGAL SERVICES DEPARTMENT						
		418,000.00	342,381.71	26,403.00	75,618.29	81.91
Department: 1535 IT/GIS						
100-1535-52.12300	CONTRACTUAL SVCS INTERDEV	527,800.00	539,091.15	51,337.86	(11,291.15)	102.14
100-1535-54.24000	COMPUTER/SOFTWARE	326,495.00	224,298.01	23,283.37	102,196.99	68.70
Total Dept 1535 - IT/GIS						
		854,295.00	763,389.16	74,621.23	90,905.84	89.36
Department: 1540 HUMAN RESOURCES						
100-1540-51.11000	REGULAR SALARIES	43,000.00	44,307.65	6,153.84	(1,307.65)	103.04
100-1540-51.21000	GROUP HEALTH INSURANCE	5,500.00	5,371.08	770.94	128.92	97.66
100-1540-51.21003	LIFE INSURANCE	228.00	133.00	19.00	95.00	58.33
100-1540-51.21004	LONG TERM DISABILITY INSURANCE	800.00	290.64	0.00	509.36	36.33
100-1540-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	126.00	18.00	90.00	58.33
100-1540-51.22000	FICA TAXES	724.00	642.46	89.23	81.54	88.74
100-1540-51.24000	EMPLOYER 401A 10% CONTRIBUTION	4,992.00	4,430.74	615.38	561.26	88.76
100-1540-51.24001	457 (B) 4% MATCHING CONTRIBUTION	1,997.00	1,723.12	246.16	273.88	86.29

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GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1540 HUMAN RESOURCES						
100-1540-52.32000	CELL PHONES	200.00	140.00	45.27	60.00	70.00
100-1540-52.33000	ADVERTISING	2,000.00	2,288.05	0.00	(288.05)	114.40
100-1540-52.35000	TRAVEL EXPENSE	3,000.00	770.49	335.49	2,229.51	25.68
100-1540-52.36000	DUES & FEES	7,000.00	6,533.70	0.00	466.30	93.34
100-1540-52.37000	EDUCATION & TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
100-1540-53.10000	OPERATING SUPPLIES	3,000.00	943.96	0.00	2,056.04	31.47
100-1540-53.13000	FOOD SUPPLIES	1,000.00	413.64	0.00	586.36	41.36
	Total Dept 1540 - HUMAN RESOURCES	75,657.00	68,114.53	8,293.31	7,542.47	90.03
Department: 1570 COMMUNICATIONS						
100-1570-52.12100	CONTRACTUAL SVCS CH2M	646,109.00	646,056.30	48,838.08	52.70	99.99
100-1570-52.32000	CELL PHONES	2,400.00	1,395.87	167.62	1,004.13	58.16
100-1570-52.32050	POSTAGE	25,534.00	8,338.48	300.98	17,195.52	32.66
100-1570-52.34000	PRINTING	61,090.00	33,779.88	2,075.00	27,310.12	55.30
100-1570-52.34005	PRINTING AND BINDING COMMUNITY PROJE	25,000.00	14,614.84	0.00	10,385.16	58.46
100-1570-52.36000	DUES & FEES	1,500.00	1,376.43	0.00	123.57	91.76
100-1570-53.10000	OPERATING SUPPLIES	20,000.00	2,496.51	231.25	17,503.49	12.48
100-1570-53.17500	HOSPITALITY SUPPLIES	4,000.00	10.99	0.00	3,989.01	0.27
100-1570-54.24000	COMPUTER/SOFTWARE	19,313.00	2,786.30	0.00	16,526.70	14.43
	Total Dept 1570 - COMMUNICATIONS	804,946.00	710,855.60	51,612.93	94,090.40	88.31
Department: 1595 GENERAL OPERATIONS						
100-1595-52.13000	OTHER SERVICES / TECHNICAL	11,000.00	9,543.64	129.80	1,456.36	86.76
100-1595-52.21400	LANDSCAPING	2,000.00	1,375.00	125.00	625.00	68.75
100-1595-52.22222	DUE FOR CITY OWNED PROPERTY	20,000.00	19,351.67	0.00	648.33	96.76
100-1595-52.23202	EQUIPMENT RENTAL	23,000.00	24,197.47	2,794.06	(1,197.47)	105.21
100-1595-52.31000	GENERAL LIABILITY INSURANCE	67,000.00	30,349.00	0.00	36,651.00	45.30
100-1595-52.32000	CELL PHONES	500.00	4,250.19	4,172.67	(3,750.19)	850.04
100-1595-52.32010	PHONES	24,500.00	16,426.41	0.00	8,073.59	67.05
100-1595-52.32050	POSTAGE	20,000.00	17,680.16	0.00	2,319.84	88.40
100-1595-52.34000	PRINTING	16,000.00	13,648.38	3,582.91	2,351.62	85.30
100-1595-52.36000	DUES & FEES	43,000.00	42,753.84	0.00	246.16	99.43
100-1595-52.36100	SERVICE FEES - BANKING	57,836.00	55,385.86	259.05	2,450.14	95.76
100-1595-53.10000	OPERATING SUPPLIES	20,000.00	19,972.36	1,146.01	27.64	99.86
100-1595-53.11000	OFFICE SUPPLIES	14,500.00	8,485.90	150.39	6,014.10	58.52
100-1595-53.13000	FOOD SUPPLIES	14,000.00	13,183.72	773.65	816.28	94.17
100-1595-54.25000	OTHER OFFICE EQUIPMENT	5,000.00	3,046.12	0.00	1,953.88	60.92
	Total Dept 1595 - GENERAL OPERATIONS	338,336.00	279,649.72	13,133.54	58,686.28	82.65
Department: 2650 MUNICIPAL COURT						
100-2650-51.11000	REGULAR SALARIES	172,667.00	155,487.57	15,463.44	17,179.43	90.05
100-2650-51.21000	GROUP HEALTH INSURANCE	36,500.00	24,997.91	3,778.22	11,502.09	68.49
100-2650-51.21003	LIFE INSURANCE	685.00	581.54	76.00	103.46	84.90
100-2650-51.21004	LONG TERM DISABILITY INSURANCE	1,600.00	1,291.50	0.00	308.50	80.72
100-2650-51.21005	SHORT TERM DISABILITY INSURANCE	650.00	550.91	72.00	99.09	84.76
100-2650-51.22000	FICA TAXES	2,501.00	2,253.73	224.22	247.27	90.11
100-2650-51.24000	EMPLOYER 401A 10% CONTRIBUTION	17,300.00	15,548.72	1,546.34	1,751.28	89.88
100-2650-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,950.00	5,530.51	406.16	1,419.49	79.58
100-2650-51.26000	UNEMPLOYMENT EXPENSE	100.00	4.19	0.00	95.81	4.19

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GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 2650 MUNICIPAL COURT						
100-2650-51.27000	WORKERS COMP	400.00	314.28	0.00	85.72	78.57
100-2650-52.12000	PROFESSIONAL SERVICES	100,000.00	101,485.79	12,976.19	(1,485.79)	101.49
100-2650-52.12200	ATTORNEY FEES/CITY ATTORNEY	60,000.00	39,713.00	0.00	20,287.00	66.19
100-2650-52.32000	CELL PHONES	900.00	806.22	80.54	93.78	89.58
100-2650-52.35000	TRAVEL EXPENSE	4,600.00	1,270.15	0.00	3,329.85	27.61
100-2650-52.36000	DUES & FEES	1,000.00	1,337.16	0.00	(337.16)	133.72
100-2650-52.36101	SERVICE FEES - BANKING	2.00	2.00	0.00	0.00	100.00
100-2650-52.37000	EDUCATION & TRAINING	2,000.00	414.98	0.00	1,585.02	20.75
100-2650-53.10000	OPERATING SUPPLIES	12,000.00	11,446.88	605.82	553.12	95.39
100-2650-53.13000	FOOD SUPPLIES	7,800.00	8,305.07	0.00	(505.07)	106.48
100-2650-53.17100	UNIFORMS	1,000.00	703.20	0.00	296.80	70.32
100-2650-54.24000	COMPUTER/SOFTWARE	15,000.00	13,286.62	6.68	1,713.38	88.58
Total Dept 2650 - MUNICIPAL COURT		443,655.00	385,331.93	35,235.61	58,323.07	86.85
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-52.12000	PROFESSIONAL SERVICES	100,000.00	77,979.66	0.00	22,020.34	77.98
100-4100-52.12100	CONTRACTUAL SVCS CH2M	637,131.00	637,077.76	48,089.85	53.24	99.99
100-4100-52.13000	OTHER SERVICES / TECHNICAL	3,000.00	2,800.00	0.00	200.00	93.33
100-4100-52.22000	REPAIRS & MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00
100-4100-52.32000	CELL PHONES	3,550.00	2,253.28	241.54	1,296.72	63.47
100-4100-52.33000	ADVERTISING	500.00	200.00	0.00	300.00	40.00
100-4100-54.24000	COMPUTER/SOFTWARE	13,800.00	13,800.00	0.00	0.00	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		759,981.00	734,110.70	48,331.39	25,870.30	96.60
Department: 4260 STREET LIGHTING						
100-4260-53.12300	ELECTRICITY	23,100.00	23,065.00	0.00	35.00	99.85
Total Dept 4260 - STREET LIGHTING		23,100.00	23,065.00	0.00	35.00	99.85
Department: 6210 PARKS & RECREATION						
100-6210-51.11000	REGULAR SALARIES	570,000.00	499,851.43	38,119.56	70,148.57	87.69
100-6210-51.11111	PART-TIME SALARY (PERMANENT)	181,000.00	175,454.07	17,488.30	5,545.93	96.94
100-6210-51.12000	TEMPORARY SALARIES	181,508.00	118,607.54	57,836.64	62,900.46	65.35
100-6210-51.13000	OVERTIME SALARIES	350.00	353.08	6.00	(3.08)	100.88
100-6210-51.21000	GROUP HEALTH INSURANCE	177,828.00	117,503.99	9,253.92	60,324.01	66.08
100-6210-51.21003	LIFE INSURANCE	2,055.00	1,885.07	152.00	169.93	91.73
100-6210-51.21004	LONG TERM DISABILITY INSURANCE	7,500.00	6,644.62	0.00	855.38	88.59
100-6210-51.21005	SHORT TERM DISABILITY INSURANCE	1,900.00	1,785.85	144.00	114.15	93.99
100-6210-51.22000	FICA TAXES	36,670.00	22,379.44	5,231.22	14,290.56	61.03
100-6210-51.24000	EMPLOYER 401A 10% CONTRIBUTION	60,000.00	57,354.91	5,560.80	2,645.09	95.59
100-6210-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,500.00	15,735.75	1,332.50	1,764.25	89.92
100-6210-51.26000	UNEMPLOYMENT EXPENSE	800.00	465.75	0.00	334.25	58.22
100-6210-51.27000	WORKERS COMP	12,000.00	9,598.51	0.00	2,401.49	79.99
100-6210-51.28000	TERMINATION BENEFITS	6,000.00	5,187.21	0.00	812.79	86.45
100-6210-51.29000	OTHER EMP BENEFITS	2,500.00	2,500.00	0.00	0.00	100.00
100-6210-52.13000	OTHER SERVICES / TECHNICAL	3,000.00	4,394.02	466.52	(1,394.02)	146.47
100-6210-52.13010	OTHER/TECHNICAL SERVICES - PROGRAMS	0.00	670.00	0.00	(670.00)	100.00
100-6210-52.13020	OTHER/TECHNICAL SERVICES - ATHLETICS	30,000.00	31,834.68	5,976.60	(1,834.68)	106.12
100-6210-52.13100	CONTRACTUAL SERVICES	7,000.00	4,486.25	0.00	2,513.75	64.09
100-6210-52.21300	JANITORIAL SERVICE	10,800.00	9,382.49	0.00	1,417.51	86.87

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GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
100-6210-52.21400	LANDSCAPING SERVICE	1,000.00	125.00	0.00	875.00	12.50
100-6210-52.22000	REPAIRS & MAINTENANCE	85,000.00	84,129.81	16,360.00	870.19	98.98
100-6210-52.22001	REPAIRS & MAINTENANCE - VEH	2,000.00	(985.67)	0.00	2,985.67	(49.28)
100-6210-52.23100	BUILDING & OFFICE LEASES	1,500.00	1,500.00	0.00	0.00	100.00
100-6210-52.23200	EQUIPMENT & VEHICLE RENTALS	1,000.00	708.00	108.00	292.00	70.80
100-6210-52.31000	GENERAL LIABILITY INSURANCE	25,000.00	21,064.00	0.00	3,936.00	84.26
100-6210-52.32000	CELL PHONES	4,992.00	5,240.33	529.73	(248.33)	104.97
100-6210-52.32050	POSTAGE	1,000.00	673.39	0.00	326.61	67.34
100-6210-52.32100	INTERNET	35,000.00	26,713.91	2,572.30	8,286.09	76.33
100-6210-52.33000	ADVERTISING	5,500.00	1,068.94	0.00	4,431.06	19.44
100-6210-52.34000	PRINTING	12,500.00	11,343.00	0.00	1,157.00	90.74
100-6210-52.35000	TRAVEL EXPENSE	15,000.00	9,908.00	159.91	5,092.00	66.05
100-6210-52.36000	DUES & FEES	4,550.00	2,652.51	0.00	1,897.49	58.30
100-6210-52.37000	EDUCATION & TRAINING	5,000.00	4,358.72	100.00	641.28	87.17
100-6210-53.10000	OPERATING SUPPLIES	40,000.00	38,806.76	1,090.27	1,193.24	97.02
100-6210-53.10010	OPERATING SUPPLIES - PROGRAMS	31,500.00	13,425.94	1,285.30	18,074.06	42.62
100-6210-53.10020	OPERATING SUPPLIES - ATHLETICS	36,000.00	36,423.72	0.00	(423.72)	101.18
100-6210-53.11000	OFFICE SUPPLIES	7,500.00	4,525.58	279.66	2,974.42	60.34
100-6210-53.12100	WATER/SEWER	3,500.00	1,248.93	37.42	2,251.07	35.68
100-6210-53.12200	NATURAL GAS	19,000.00	13,805.53	0.00	5,194.47	72.66
100-6210-53.12300	ELECTRICITY	62,000.00	61,678.27	1,257.99	321.73	99.48
100-6210-53.12400	BOTTLED GAS - PROPANE, ETC.	500.00	26.94	0.00	473.06	5.39
100-6210-53.12700	GASOLINE/DIESEL	7,000.00	3,566.77	0.00	3,433.23	50.95
100-6210-53.13000	FOOD SUPPLIES	5,000.00	5,026.20	0.00	(26.20)	100.52
100-6210-53.13010	FOOD SUPPLIES - PROGRAMS	2,500.00	3,064.37	935.00	(564.37)	122.57
100-6210-53.13020	FOOD SUPPLIES - ATHLETICS	1,000.00	2,627.95	0.00	(1,627.95)	262.80
100-6210-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	1,000.00	270.60	0.00	729.40	27.06
100-6210-53.17100	UNIFORMS	4,000.00	2,887.45	0.00	1,112.55	72.19
100-6210-53.23000	FURNITURE AND FIXTURES	7,500.00	10,274.84	0.00	(2,774.84)	137.00
100-6210-54.24000	COMPUTER/SOFTWARE	7,800.00	5,988.80	0.00	1,811.20	76.78
Total Dept 6210 - PARKS & RECREATION		1,743,253.00	1,458,223.25	166,283.04	285,029.75	83.65
Department: 6211 PARKS						
100-6211-52.12000	PROFESSIONAL SERVICES	1,500.00	1,320.00	0.00	180.00	88.00
100-6211-52.13000	OTHER SERVICES / TECHNICAL	7,500.00	2,803.45	0.00	4,696.55	37.38
100-6211-52.21100	SANITATION	25,150.00	20,429.99	562.00	4,720.01	81.23
100-6211-52.21400	LANDSCAPING	801,503.00	800,977.43	64,712.08	525.57	99.93
100-6211-52.22000	REPAIRS & MAINTENANCE	210,000.00	207,840.67	8,902.68	2,159.33	98.97
100-6211-52.23100	BUILDING & OFFICE LEASES	5,000.00	0.00	0.00	5,000.00	0.00
100-6211-52.23202	EQUIPMENT RENTAL	32,000.00	29,921.18	349.72	2,078.82	93.50
100-6211-52.31000	GENERAL LIABILITY INSURANCE	1,300.00	1,069.00	0.00	231.00	82.23
100-6211-53.10000	OPERATING SUPPLIES	30,000.00	11,966.96	0.00	18,033.04	39.89
100-6211-53.12100	WATER/SEWER	1,800.00	1,520.16	21.26	279.84	84.45
100-6211-53.12300	ELECTRICITY	85,000.00	91,048.54	8,070.33	(6,048.54)	107.12
Total Dept 6211 - PARKS		1,200,753.00	1,168,897.38	82,618.07	31,855.62	97.35
Department: 6212 POOLS						
100-6212-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	79.75	0.00	2,420.25	3.19

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GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6212 POOLS						
100-6212-52.13100	CONTRACTUAL SERVICES	42,700.00	36,039.50	0.00	6,660.50	84.40
100-6212-52.22000	REPAIRS & MAINTENANCE	41,000.00	43,849.28	2,425.00	(2,849.28)	106.95
100-6212-52.31000	GENERAL LIABILITY INSURANCE	2,600.00	2,137.00	0.00	463.00	82.19
100-6212-52.32100	INTERNET	1,100.00	262.96	0.00	837.04	23.91
100-6212-53.10000	OPERATING SUPPLIES	33,500.00	29,149.91	13,028.43	4,350.09	87.01
100-6212-53.12300	ELECTRICITY	5,000.00	2,286.96	0.00	2,713.04	45.74
100-6212-54.23000	FURNITURE AND FIXTURES	2,500.00	0.00	0.00	2,500.00	0.00
	Total Dept 6212 - POOLS	130,900.00	113,805.36	15,453.43	17,094.64	86.94
Department: 7000 COMMUNITY DEVELOPMENT						
100-7000-52.32050	POSTAGE	0.00	320.83	0.00	(320.83)	100.00
100-7000-52.36000	DUES & FEES	0.00	25.45	0.00	(25.45)	100.00
	Total Dept 7000 - COMMUNITY DEVELOPMENT	0.00	346.28	0.00	(346.28)	100.00
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-52.12100	CONTRACTUAL SVCS CH2M	812,517.00	812,477.00	77,706.49	40.00	100.00
100-7210-52.13000	OTHER SERVICES / TECHNICAL	2,000.00	364.50	0.00	1,635.50	18.23
100-7210-52.32000	CELL PHONES	3,100.00	2,226.08	207.89	873.92	71.81
100-7210-52.32050	POSTAGE	100.00	37.37	28.22	62.63	37.37
100-7210-52.33000	ADVERTISING	500.00	420.00	0.00	80.00	84.00
100-7210-52.36000	DUES & FEES	1,300.00	116.32	0.00	1,183.68	8.95
100-7210-52.37000	EDUCATION & TRAINING	500.00	0.00	0.00	500.00	0.00
100-7210-53.10000	OPERATING SUPPLIES	3,000.00	1,920.57	0.00	1,079.43	64.02
100-7210-53.17500	HOSPITALITY SUPPLIES	2,000.00	1,311.80	0.00	688.20	65.59
	Total Dept 7210 - PROTECTIVE INSPECTIONS	825,017.00	818,873.64	77,942.60	6,143.36	99.26
Department: 7410 PLANNING AND ZONING						
100-7410-52.12100	CONTRACTUAL SVCS CH2M	667,266.00	667,215.21	55,601.35	50.79	99.99
100-7410-52.13000	OTHER SERVICES / TECHNICAL	125,000.00	106,145.00	0.00	18,855.00	84.92
100-7410-52.22000	REPAIRS & MAINTENANCE	5,000.00	1,900.00	0.00	3,100.00	38.00
100-7410-52.32000	CELL PHONES	2,000.00	483.70	40.27	1,516.30	24.19
100-7410-52.32050	POSTAGE	1,000.00	644.80	0.00	355.20	64.48
100-7410-52.33000	ADVERTISING	2,500.00	473.76	0.00	2,026.24	18.95
100-7410-52.36000	DUES & FEES	750.00	56.40	0.00	693.60	7.52
100-7410-52.37000	EDUCATION & TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
100-7410-53.10000	OPERATING SUPPLIES	2,000.00	817.71	0.00	1,182.29	40.89
100-7410-53.17500	HOSPITALITY SUPPLIES	500.00	277.27	0.00	222.73	55.45
	Total Dept 7410 - PLANNING AND ZONING	807,016.00	778,013.85	55,641.62	29,002.15	96.41
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.11000	REGULAR SALARIES	81,120.00	77,517.02	6,153.84	3,602.98	95.56
100-7520-51.12000	TEMPORARY SALARIES - CONTINGENCY	1,344.00	1,344.00	0.00	0.00	100.00
100-7520-51.21000	GROUP HEALTH INSURANCE	13,719.00	14,229.60	2,313.70	(510.60)	103.72
100-7520-51.21003	LIFE INSURANCE	230.00	219.86	19.00	10.14	95.59
100-7520-51.21004	LONG TERM DISABILITY INSURANCE	3,000.00	2,977.20	0.00	22.80	99.24
100-7520-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	208.28	18.00	7.72	96.43
100-7520-51.22000	FICA TAXES	1,389.00	1,226.81	89.23	162.19	88.32
100-7520-51.24000	EMPLOYER 401A 10% CONTRIBUTION	8,112.00	7,751.67	615.38	360.33	95.56
100-7520-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,250.00	3,100.75	246.16	149.25	95.41

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

GL Number	Description	22-23 Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.26000	UNEMPLOYMENT EXPENSE	100.00	0.82	0.00	99.18	0.82
100-7520-51.27000	WORKERS COMP	300.00	90.62	0.00	209.38	30.21
100-7520-52.12100	CONTRACTUAL SVCS CH2M	110,810.00	110,808.75	9,233.87	1.25	100.00
100-7520-52.13000	OTHER SERVICES / TECHNICAL	90,000.00	89,810.00	0.00	190.00	99.79
100-7520-52.32000	CELL PHONES	972.00	785.87	80.54	186.13	80.85
100-7520-52.33000	ADVERTISING	3,000.00	84.75	0.00	2,915.25	2.83
100-7520-52.35000	TRAVEL EXPENSE	2,000.00	681.66	0.00	1,318.34	34.08
100-7520-52.36000	DUES & FEES	1,500.00	1,134.20	0.00	365.80	75.61
100-7520-52.37000	EDUCATION & TRAINING	5,686.00	3,860.00	0.00	1,826.00	67.89
100-7520-53.10000	OPERATING SUPPLIES	5,000.00	3,171.84	0.00	1,828.16	63.44
100-7520-53.13000	FOOD SUPPLIES	3,000.00	1,570.87	0.00	1,429.13	52.36
100-7520-53.17500	HOSPITALITY SUPPLIES	4,000.00	2,520.34	0.00	1,479.66	63.01
Total Dept 7520 - ECONOMIC DEVELOPMENT		338,748.00	323,094.91	18,769.72	15,653.09	95.38
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-52.12000 PROFESSIONAL SERVICES						
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		25,000.00	16,179.00	294.00	8,821.00	64.72
Department: 9000 INTERFUND						
100-9000-61.15600	TRANSFER TO STORMWATER	1,500,000.00	0.00	0.00	1,500,000.00	0.00
100-9000-61.30000	TRANSFER TO CAPITAL FUND	11,771,344.00	0.00	0.00	11,771,344.00	0.00
Total Dept 9000 - INTERFUND		13,271,344.00	0.00	0.00	13,271,344.00	0.00
Expenditures						
Fund 100 - GENERAL FUND:		24,130,970.00	9,885,205.95	786,949.18	14,245,764.05	40.96
TOTAL REVENUES		18,540,365.00	17,709,957.93	617,175.09	830,407.07	
TOTAL EXPENDITURES		24,130,970.00	9,885,205.95	786,949.18	14,245,764.05	
NET OF REVENUES & EXPENDITURES:		(5,590,605.00)	7,824,751.98	(169,774.09)	(13,415,356.98)	
BEG. FUND BALANCE		19,027,911.28	19,027,911.28			
END FUND BALANCE		13,437,306.28	26,852,663.26			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
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GL Number	Description	22-23 Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 206 TREE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
206-0000-37.10000	CONTRIBUTIONS / DONATIONS	64,000.00	64,000.00	0.00	0.00	100.00
Total Dept 0000 - NON DEPARTMENTAL		64,000.00	64,000.00	0.00	0.00	100.00
Revenues						
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
206-4100-54.12000	CAPITAL - SITE IMPROVEMENTS	32,000.00	29,180.00	0.00	2,820.00	91.19
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		32,000.00	29,180.00	0.00	2,820.00	91.19
Department: 7410 PLANNING AND ZONING						
206-7410-52.22000	REPAIRS & MAINTENANCE	2,500.00	855.12	0.00	1,644.88	34.20
Total Dept 7410 - PLANNING AND ZONING		2,500.00	855.12	0.00	1,644.88	34.20
Expenditures						
Fund 206 - TREE FUND:						
TOTAL REVENUES		64,000.00	64,000.00	0.00	0.00	
TOTAL EXPENDITURES		34,500.00	30,035.12	0.00	4,464.88	
NET OF REVENUES & EXPENDITURES:		29,500.00	33,964.88	0.00	(4,464.88)	
BEG. FUND BALANCE		160,275.30	160,275.30			
END FUND BALANCE		189,775.30	194,240.18			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
% Fiscal Year Completed: 100.00

22-23 Amended Budget YTD Balance Activity For Available Balance % Bdgt Used
06/30/2023 06/30/2023 06/30/2023 06/30/2023

GL Number	Description	22-23 Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 230 AMERICAN RESCUE PLAN ACT OF 2021						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
230-0000-33.21000	AMERICAN RESCUE PLAN ACT OF 2021	6,795,608.00	6,795,608.00	0.00	0.00	100.00
	Total Dept 0000 - NON DEPARTMENTAL	6,795,608.00	6,795,608.00	0.00	0.00	100.00
Revenues						
Account Category: Expenditures						
Department: 0000 NON DEPARTMENTAL						
230-0000-57.90000	CONTINGENCIES	5,852,412.00	0.00	0.00	5,852,412.00	0.00
	Total Dept 0000 - NON DEPARTMENTAL	5,852,412.00	0.00	0.00	5,852,412.00	0.00
Department: 1320 CITY MANAGEMENT						
230-1320-51.11000	REGULAR SALARIES	45,000.00	43,433.01	5,990.76	1,566.99	96.52
230-1320-51.21000	GROUP HEALTH INSURANCE	5,000.00	5,362.64	758.20	(362.64)	107.25
230-1320-51.21002	VISION INSURANCE	212.00	0.00	0.00	212.00	0.00
230-1320-51.21003	LIFE INSURANCE	228.00	133.00	19.00	95.00	58.33
230-1320-51.21005	SHORT TERM DISABILITY INSURANCE	216.00	126.00	18.00	90.00	58.33
230-1320-51.22000	FICA TAXES	600.00	629.78	86.87	(29.78)	104.96
230-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	4,800.00	4,343.33	599.08	456.67	90.49
230-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	2,000.00	1,737.39	239.64	262.61	86.87
230-1320-52.39000-CM2203	OTHER PURCHASED SERVICES	600.00	542.81	0.00	57.19	90.47
	Total Dept 1320 - CITY MANAGEMENT	58,656.00	56,307.96	7,711.55	2,348.04	96.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						
230-4100-52.39000	OTHER PURCHASED SERVICES	50,200.00	36,932.12	0.00	13,267.88	73.57
	Total Dept 4100 - PUBLIC WORKS ADMINISTRATION	50,200.00	36,932.12	0.00	13,267.88	73.57
Department: 6211 PARKS						
230-6211-52.39000	OTHER PURCHASED SERVICES	110,000.00	105,580.00	0.00	4,420.00	95.98
230-6211-54.12000-PR2201	FITZGERALD PARK SITE IMPROVEMENTS	610,000.00	600,784.97	0.00	9,215.03	98.49
	Total Dept 6211 - PARKS	720,000.00	706,364.97	0.00	13,635.03	98.11
Expenditures						
Fund 230 - AMERICAN RESCUE PLAN ACT OF 2021:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES:						
BEG. FUND BALANCE		0.00	0.00	0.00	0.00	
END FUND BALANCE		114,340.00	5,996,002.95	(7,711.55)	5,881,662.95	
					(5,881,662.95)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

GL Number	Description	22-23 Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 275 HOTEL/MOTEL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
275-0000-31.41000	HOTEL/MOTEL EXCISE TAX	1,200,000.00	1,111,695.47	14,666.22	88,304.53	92.64
275-0000-31.90000	PENALTIES AND INTEREST	500.00	400.56	0.00	99.44	80.11
	Total Dept 0000 - NON DEPARTMENTAL	1,200,500.00	1,112,096.03	14,666.22	88,403.97	92.64
	Revenues	1,200,500.00	1,112,096.03	14,666.22	88,403.97	92.64
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
275-6210-61.30000	TRANSFER TO CAPITAL FUND	225,000.00	227,976.45	22,283.46	(2,976.45)	101.32
	Total Dept 6210 - PARKS & RECREATION	225,000.00	227,976.45	22,283.46	(2,976.45)	101.32
Department: 7540 ECONOMIC DEV						
275-7540-57.20000	DISCOVER DEKALB	500,000.00	479,950.28	0.00	20,049.72	95.99
275-7540-61.10000	TRANSFER TO GENERAL FUND	475,000.00	455,952.88	44,566.91	19,047.12	95.99
	Total Dept 7540 - ECONOMIC DEV	975,000.00	935,903.16	44,566.91	39,096.84	95.99
	Expenditures	1,200,000.00	1,163,879.61	66,850.37	36,120.39	96.99
Fund 275 - HOTEL/MOTEL:						
	TOTAL REVENUES	1,200,500.00	1,112,096.03	14,666.22	88,403.97	
	TOTAL EXPENDITURES	1,200,000.00	1,163,879.61	66,850.37	36,120.39	
	NET OF REVENUES & EXPENDITURES:	500.00	(51,783.58)	(52,184.15)	52,283.58	
	BEG. FUND BALANCE	782.61	782.61			
	END FUND BALANCE	1,282.61	(51,000.97)			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

GL Number	Description	22-23 Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 280 RENTAL MOTOR VEHICLE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
280-0000-31.44000	RENTAL CAR EXCISE TAX	65,000.00	51,304.60	0.00	13,695.40	78.93
Total Dept 0000 - NON DEPARTMENTAL		65,000.00	51,304.60	0.00	13,695.40	78.93
Revenues						
Account Category: Expenditures						
Department: 7540 ECONOMIC DEV						
280-7540-61.10000	TRANSFER TO GENERAL FUND	65,000.00	56,937.84	5,633.24	8,062.16	87.60
Total Dept 7540 - ECONOMIC DEV		65,000.00	56,937.84	5,633.24	8,062.16	87.60
Expenditures						
Fund 280 - RENTAL MOTOR VEHICLE FUND:						
TOTAL REVENUES		65,000.00	51,304.60	0.00	13,695.40	
TOTAL EXPENDITURES		65,000.00	56,937.84	5,633.24	8,062.16	
NET OF REVENUES & EXPENDITURES:		0.00	(5,633.24)	(5,633.24)	5,633.24	
BEG. FUND BALANCE		0.00	0.00			
END FUND BALANCE		0.00	(5,633.24)			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
300-0000-33.43000	STATE GRANTS CAPITAL PROJECTS	401,814.00	401,813.46	0.00	0.54	100.00
Total Dept 0000 - NON DEPARTMENTAL		401,814.00	401,813.46	0.00	0.54	100.00
Department: 4224 SIDEWALKS						
300-4224-37.10000	CONTRIBUTIONS / DONATIONS	4,083.00	4,083.00	0.00	0.00	100.00
Total Dept 4224 - SIDEWALKS		4,083.00	4,083.00	0.00	0.00	100.00
Department: 9000 INTERFUND						
300-9000-39.12000	TRANSFER FROM HOTEL	225,000.00	227,976.45	22,283.46	(2,976.45)	101.32
300-9000-39.30000	TRANSFER FROM GENERAL FUND	11,771,344.00	0.00	0.00	11,771,344.00	0.00
Total Dept 9000 - INTERFUND		11,996,344.00	227,976.45	22,283.46	11,768,367.55	1.90
Revenues						
Total Dept 1320 - CITY MANAGEMENT		12,402,241.00	633,872.91	22,283.46	11,768,368.09	5.11
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
300-1320-52.13000-CM2302	ARPA AND GRANT WRITING ASSISTANCE	10,000.00	0.00	0.00	10,000.00	0.00
300-1320-54.11000-CM2303	LAND FOR GATEWAY SIGN	400,000.00	0.00	0.00	400,000.00	0.00
300-1320-54.11000-CM2304	SITE FOR DOWNTOWN TRASH FACILITY	25,000.00	0.00	0.00	25,000.00	0.00
300-1320-54.13000-CM2305	DOWNTOWN TRASH FACILITY	250,000.00	21,065.00	0.00	228,935.00	8.43
Total Dept 1320 - CITY MANAGEMENT		685,000.00	21,065.00	0.00	663,935.00	3.08
Department: 1330 CITY CLERK						
300-1330-54.24000	COMPUTER/SOFTWARE	0.00	350.00	0.00	(350.00)	100.00
300-1330-54.24000-CC2101	NEW MEETING MGMT SOFTWARE FY21	0.00	(350.00)	0.00	350.00	100.00
300-1330-54.24000-CC2301	LASERFICHE CLOUD	27,000.00	26,641.98	1,918.24	358.02	98.67
300-1330-54.24000-CC2302	JUSTFOIA LINK TO LASERFICHE	13,500.00	8,081.51	0.00	5,418.49	59.86
Total Dept 1330 - CITY CLERK		40,500.00	34,723.49	1,918.24	5,776.51	85.74
Department: 1513 OPERATING CONTINGENCIES						
300-1513-57.90000-OC2001	CONTINGENCIES	507,680.00	25,250.00	0.00	482,430.00	4.97
Total Dept 1513 - OPERATING CONTINGENCIES		507,680.00	25,250.00	0.00	482,430.00	4.97
Department: 1535 IT/GIS						
300-1535-54.24000-IT2101	COMPUTER REPLACEMENT	26,000.00	25,818.82	0.00	181.18	99.30
Total Dept 1535 - IT/GIS		26,000.00	25,818.82	0.00	181.18	99.30
Department: 1570 COMMUNICATIONS						
300-1570-52.12000-CO2201	WEBSITE REDESIGN FY22	10,800.00	0.00	0.00	10,800.00	0.00
Total Dept 1570 - COMMUNICATIONS		10,800.00	0.00	0.00	10,800.00	0.00
Department: 1595 GENERAL OPERATIONS						
300-1595-54.22000-CM2301	ADMINISTRATION VEHICLE	26,920.00	26,920.00	0.00	0.00	100.00
Total Dept 1595 - GENERAL OPERATIONS		26,920.00	26,920.00	0.00	0.00	100.00
Department: 2650 MUNICIPAL COURT						
300-2650-54.23000-CT2202	FINGERRINT MACHINE FY22	27,000.00	0.00	0.00	27,000.00	0.00
300-2650-54.24000-CT2101	E TICKET SOFTWARE	38,000.00	0.00	0.00	38,000.00	0.00
Total Dept 2650 - MUNICIPAL COURT		65,000.00	0.00	0.00	65,000.00	0.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
% Fiscal Year Completed: 100.00

22-23 Amended Budget YTD Balance 06/30/2023 Activity For 06/30/2023 Available Balance 06/30/2023 % Bdg't Used

GL Number	Description	Amended Budget	YTD Balance	06/30/2023	Activity For	06/30/2023	Available Balance	06/30/2023	% Bdg't Used
Fund: 300 CAPITAL									
Account Category: Expenditures									
Department: 6211 PARKS									
300-6211-52.12000-PR2106	PARK MASTER PLAN STUDIES	81,420.00	0.00	0.00	0.00	0.00	81,420.00	0.00	0.00
300-6211-52.39000-PR2113	RECREATION PROJECTS TOURISM	88,985.82	66,722.33	2,160.00	2,160.00	2,160.00	22,263.49	74.98	74.98
300-6211-54.12000	CAPITAL - SITE IMPROVEMENTS	24,000.00	23,254.76	0.00	0.00	0.00	745.24	96.89	96.89
300-6211-54.12000-PR2101	PIER/DOCK REPAIR AND TRAILS	50,000.00	288.15	0.00	0.00	0.00	49,711.85	0.58	0.58
300-6211-54.12000-PR2108	PARK FENCING	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00	0.00
300-6211-54.12000-PR2109	TRAILS	41,804.00	0.00	0.00	0.00	0.00	41,804.00	0.00	0.00
300-6211-54.12000-PR2113	RECREATION PROJECTS -- TOURISM H/M T	216,900.00	122,749.45	350.00	350.00	350.00	94,150.55	56.59	56.59
300-6211-54.12000-PR2115	PETERS PARK	4,900.18	4,900.18	0.00	0.00	0.00	0.00	100.00	100.00
300-6211-54.12000-PR2116	J. HOMESTEAD PROJECT	69,387.00	19,487.00	0.00	0.00	0.00	49,900.00	28.08	28.08
300-6211-54.12000-PR2201	FITZGERALD PARK IMPROVEMENTS FY22	626,251.00	37,503.02	0.00	0.00	0.00	588,747.98	5.99	5.99
300-6211-54.12000-PR2202	GENERAL PARK IMPROVEMENTS FY22	5,322.00	5,321.79	0.00	0.00	0.00	0.21	100.00	100.00
300-6211-54.12000-PR2204	SPORTS FIELD LIGHTING FY22	200,000.00	109,500.00	0.00	0.00	0.00	90,500.00	54.75	54.75
300-6211-54.12000-PR2205	TENNIS COURT IMPROVEMENTS FY22	90,000.00	0.00	0.00	0.00	0.00	90,000.00	0.00	0.00
300-6211-54.12000-PR2206	TRAIL IMPROVEMENTS FY22	71,940.00	0.00	0.00	0.00	0.00	71,940.00	0.00	0.00
300-6211-54.12000-PR2207	COFER TRAIL PARK FY22	181,399.00	43,463.84	0.00	0.00	0.00	137,935.16	23.96	23.96
300-6211-54.12000-PR2208	BEE HAVEN INITIATIVE	24,157.00	15,918.82	0.00	0.00	0.00	8,238.18	65.90	65.90
300-6211-54.12000-PR2313	TUCKER TOWN GREEN	600,000.00	20,531.65	10,500.00	10,500.00	10,500.00	579,468.35	3.42	3.42
300-6211-54.23100-PR2112	SIGNS FOR PARKS	17,409.00	4,900.00	4,900.00	4,900.00	4,900.00	12,509.00	28.15	28.15
300-6211-54.23100-PR2114	WRP MEMORIAL	64,018.00	0.00	0.00	0.00	0.00	64,018.00	0.00	0.00
00	Total Dept 6211 - PARKS	2,537,853.00	490,000.99	27,410.00	27,410.00	27,410.00	2,047,852.01	19.31	19.31
Department: 6212 POOLS									
300-6212-54.12000-PR2203	POOL IMPROVEMENTS FY22	35,400.00	35,399.93	0.00	0.00	0.00	0.07	100.00	100.00
00	Total Dept 6212 - POOLS	35,400.00	35,399.93	0.00	0.00	0.00	0.07	100.00	100.00
Department: 7210 PROTECTIVE INSPECTIONS									
300-7210-52.12000-CD2113	SCANNING PROJECT	24,080.00	0.00	0.00	0.00	0.00	24,080.00	0.00	0.00
300-7210-52.13000-CD2301	JULIETTE ROAD / RICHARDSON STREET	100,000.00	3,400.00	0.00	0.00	0.00	96,600.00	3.40	3.40
300-7210-52.13000-CD2302	LAWRENCEVILLE HIGHWAY STUDY	50,000.00	23,138.60	20,338.60	20,338.60	20,338.60	26,861.40	46.28	46.28
300-7210-52.13000-CD2303	TUCKER COMPREHENSIVE HOUSING STUDY	100,000.00	33,650.00	21,680.00	21,680.00	21,680.00	66,350.00	33.65	33.65
300-7210-54.24000-CD2006	COMPUTER/SOFTWARE	7,604.00	0.00	0.00	0.00	0.00	7,604.00	0.00	0.00
00	Total Dept 7210 - PROTECTIVE INSPECTIONS	281,684.00	60,188.60	42,018.60	42,018.60	42,018.60	221,495.40	21.37	21.37
Department: 7520 ECONOMIC DEVELOPMENT									
300-7520-52.12000-ED2001	NORTHLAKE MASTER PLAN	163,969.00	0.00	0.00	0.00	0.00	163,969.00	0.00	0.00
300-7520-52.12000-ED2005	ECONOMIC DEVELOPMENT VIDEO	5,366.00	0.00	0.00	0.00	0.00	5,366.00	0.00	0.00
00	Total Dept 7520 - ECONOMIC DEVELOPMENT	169,335.00	0.00	0.00	0.00	0.00	169,335.00	0.00	0.00
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY									
300-7550-52.12000-ED2001	NORTHLAKE MASTER PLAN	150,000.00	21,106.90	0.00	0.00	0.00	128,893.10	14.07	14.07
00	Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY	150,000.00	21,106.90	0.00	0.00	0.00	128,893.10	14.07	14.07
Expenditures									
00	Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY	16,882,330.00	7,430,196.17	125,669.96	125,669.96	125,669.96	9,452,133.83	44.01	44.01
Fund 300 - CAPITAL:									
TOTAL REVENUES		12,402,241.00	633,872.91	22,283.46	22,283.46	22,283.46	11,768,368.09		
TOTAL EXPENDITURES		16,882,330.00	7,430,196.17	125,669.96	125,669.96	125,669.96	9,452,133.83		
NET OF REVENUES & EXPENDITURES:		(4,480,089.00)	(6,796,323.26)	(103,386.50)	(103,386.50)	(103,386.50)	2,316,234.26		

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

22-23
 Amended Budget

YTD Balance
 06/30/2023

Activity For
 06/30/2023

Available Balance
 06/30/2023

% Bdgt Used

GL Number Description

Fund: 300 CAPITAL
 BEG. FUND BALANCE
 END FUND BALANCE

4,480,089.59
 0.59
 4,480,089.59
 (2,316,233.67)

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
% Fiscal Year Completed: 100.00

GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdg't Used
Fund: 320 SPLOST FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
320-0000-31.32000	SPLOST - ROADS & DRAINAGE	3,950,000.00	3,521,056.56	0.00	428,943.44	89.14
320-0000-31.32001	SPLOST - SIDEWALKS & TRAILS	1,210,000.00	1,083,402.03	0.00	126,597.97	89.54
320-0000-31.32003	SPLOST - SITE IMPROVEMENTS PARKS	910,000.00	812,551.50	0.00	97,448.50	89.29
	Total Dept 0000 - NON DEPARTMENTAL	6,070,000.00	5,417,010.09	0.00	652,989.91	89.24
Department: 4200 HIGHWAYS AND STREETS						
320-4200-37.10000	CONTRIBUTIONS / DONATIONS	370,000.00	368,104.20	13,844.47	1,895.80	99.49
	Total Dept 4200 - HIGHWAYS AND STREETS	370,000.00	368,104.20	13,844.47	1,895.80	99.49
Revenues						
		6,440,000.00	5,785,114.29	13,844.47	654,885.71	89.83
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
320-4100-52.12000-SP2305	PROGRAM MANAGEMENT FY23 SPLOST	167,112.00	33,539.50	0.00	133,572.50	20.07
	Total Dept 4100 - PUBLIC WORKS ADMINISTRATION	167,112.00	33,539.50	0.00	133,572.50	20.07
Department: 4200 HIGHWAYS AND STREETS						
320-4200-52.12000-SP2103	PROGRAM MANAGEMENT	165,000.00	103,781.72	0.00	61,218.28	62.90
320-4200-54.14000-SP1907	TUCKER STREETS CAPES	366,642.00	0.00	0.00	366,642.00	0.00
320-4200-54.14000-SP2005	MIB @ US78 ENGINEERING DESIGN	425,346.00	195,590.79	16,527.71	229,375.21	45.98
320-4200-54.14000-SP2102	MAJOR ROAD IMPROVEMENTS	323,904.00	34,528.36	9,450.00	289,355.64	10.66
320-4200-54.14000-SP2104	QUICK RESPONSE PROJECTS	132,918.00	22,467.51	0.00	110,450.49	16.90
320-4200-54.14000-SP2201	RESURFACING FY22 SPLOST	1,243,509.00	1,243,451.57	0.00	57.43	100.00
320-4200-54.14000-SP2203	QUICK RESPONSE FY22	314,340.00	0.00	0.00	314,340.00	0.00
320-4200-54.14000-SP2204	MAJOR ROAD IMPROVEMENTS FY22	628,680.00	0.00	0.00	628,680.00	0.00
320-4200-54.14000-SP2301	RESURFACING FY23 SPLOST	2,796,900.00	1,810,820.97	28,749.99	986,079.03	64.74
320-4200-54.14000-SP2302	QUICK RESPONSE PROJECTS SPLOST	400,000.00	0.00	0.00	400,000.00	0.00
320-4200-54.14000-SP2304	MAJOR ROAD IMPROVEMENTS FY23 SPLOST	826,750.00	0.00	0.00	826,750.00	0.00
	Total Dept 4200 - HIGHWAYS AND STREETS	7,623,989.00	3,410,640.92	54,727.70	4,213,348.08	44.74
Department: 4224 SIDEWALKS						
320-4224-54.14000-SP1906	SIDEWALKS	4,801.00	4,801.00	0.00	0.00	100.00
320-4224-54.14000-SP1908	SIDEWALKS	18,699.00	18,698.51	0.00	0.49	100.00
320-4224-54.14000-SP2009	TRAIL MODEL PROJECT	487,248.00	487,248.19	0.00	(0.19)	100.00
320-4224-54.14000-SP2105	TRAIL PROJECTS	684,252.00	325,182.00	0.00	359,070.00	47.52
320-4224-54.14000-SP2202	TRAILS FY22	964,697.00	469,223.00	0.00	495,474.00	48.64
320-4224-54.14005-SP2303	SIDEWALKS-VARIOUS LOCATIONS SPLOST	1,262,000.00	161,795.04	0.00	1,100,204.96	12.82
	Total Dept 4224 - SIDEWALKS	3,421,697.00	1,466,947.74	0.00	1,954,749.26	42.87
Department: 6210 PARKS & RECREATION						
320-6210-52.12000-SP2011	ENGINEERING SERVICES	11,010.00	10,172.50	0.00	837.50	92.39
320-6210-52.12000-SP2106	ENGINEERING SERVICES - PARK CONST PR	4,089.00	4,089.00	0.00	0.00	100.00
320-6210-52.12000-SP2107	PROGRAM/PROJECT MGMT	8,534.00	5,940.00	0.00	2,594.00	69.60
320-6210-54.12000-SP1914	TRAILS PROGRAM	23,825.00	0.00	0.00	23,825.00	0.00
320-6210-54.12000-SP1917	PRIORITY PROJECTS - MASTER PLAN	69,980.00	68,494.76	6,856.62	1,485.24	97.88
320-6210-54.12000-SP2013	PARKS RESTROOMS	200,000.00	90,814.56	0.00	109,185.44	45.41
320-6210-54.12000-SP2307	SPORTS FIELD LIGHTING SPLOST	350,000.00	8,612.08	0.00	341,387.92	2.46
320-6210-54.12000-SP2308	PARK SIGNAGE	200,000.00	88,750.16	1,700.00	111,249.84	44.38
320-6210-54.13000-SP2208	TRC IMPROVEMENTS FY22	59,248.00	40,669.46	0.00	18,578.54	68.64

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

GL Number	Description	Amended Budget	YTD Balance 06/30/2023	Activity For 06/30/2023	Available Balance 06/30/2023	% Bdgt Used
Fund: 320 SPLOST FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
Total Dept 6210 - PARKS & RECREATION		926,686.00	317,542.52	8,556.62	609,143.48	34.27
Department: 6211 PARKS						
320-6211-54.12000-SP2108	SPORTS FIELD LIGHTING	9,646.00	5,339.96	0.00	4,306.04	55.36
320-6211-54.12000-SP2109	PARKING LOTS - PARKS	176,575.00	0.00	0.00	176,575.00	0.00
320-6211-54.12000-SP2110	J HOMESTEAD RESTORATION	50,000.00	0.00	0.00	50,000.00	0.00
320-6211-54.12000-SP2111	SECURITY CAMERAS	25,000.00	0.00	0.00	25,000.00	0.00
320-6211-54.12000-SP2206	FITZGERALD PARK IMP FY22	500,000.00	0.00	0.00	500,000.00	0.00
320-6211-54.12000-SP2209	ROSENFELD PARKING LOT IMP FY22	35,480.00	0.00	0.00	35,480.00	0.00
320-6211-54.12000-SP2306	ROSENFELD TENNIS COURT IMPROVEMENTS	200,000.00	0.00	0.00	200,000.00	0.00
Total Dept 6211 - PARKS		996,701.00	5,339.96	0.00	991,361.04	0.54
Department: 6212 POOLS						
320-6212-54.12000-SP2112	POOL RENOVATIONS	21,645.00	10,316.07	0.00	11,328.93	47.66
320-6212-54.12000-SP2207	SPLASH PAD IMPROVEMENTS FY22	81,777.00	12,497.79	0.00	69,279.21	15.28
Total Dept 6212 - POOLS		103,422.00	22,813.86	0.00	80,608.14	22.06
Expenditures		13,239,607.00	5,256,824.50	63,284.32	7,982,782.50	39.71
Fund 320 - SPLOST FUND:						
TOTAL REVENUES		6,440,000.00	5,785,114.29	13,844.47	654,885.71	
TOTAL EXPENDITURES		13,239,607.00	5,256,824.50	63,284.32	7,982,782.50	
NET OF REVENUES & EXPENDITURES:		(6,799,607.00)	528,289.79	(49,439.85)	(7,327,896.79)	
BEG. FUND BALANCE		8,526,576.21	8,526,576.21			
END FUND BALANCE		1,726,969.21	9,054,866.00			

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 06/30/2023
 % Fiscal Year Completed: 100.00

	YTD Balance	Activity For	Available	% Bdgt
	22-23	06/30/2023	Balance	Used
	Amended	06/30/2023	06/30/2023	
	Budget			

Fund: 560 STORMWATER				
Account Category: Revenues				
Department: 9000 INTERFUND				
	TRANSFER FROM GENERAL FUND	0.00	1,500,000.00	0.00
	Total Dept 9000 - INTERFUND	0.00	1,500,000.00	0.00
Revenues				
Account Category: Expenditures				
Department: 4910 STORMWATER				
	PROFESSIONAL SERVICES	77,014.14	1,422,985.86	5.13
	Total Dept 4910 - STORMWATER	77,014.14	1,422,985.86	5.13
Expenditures				
Fund 560 - STORMWATER:				
TOTAL REVENUES				
		0.00	1,500,000.00	
TOTAL EXPENDITURES				
		77,014.14	1,422,985.86	
NET OF REVENUES & EXPENDITURES:				
		(77,014.14)	77,014.14	
BEG. FUND BALANCE				
		0.00	1,500,000.00	
END FUND BALANCE				
		(77,014.14)	1,422,985.86	
Report Totals:				
		(77,014.14)	77,014.14	
TOTAL REVENUES - ALL FUNDS				
		32,151,953.76	14,855,760.24	
TOTAL EXPENDITURES - ALL FUNDS				
		24,699,698.38	39,033,976.62	
NET OF REVENUES & EXPENDITURES:				
		7,452,255.38	(24,178,216.38)	



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Tami Hanlin, City Manager
Date: July 10, 2023
RE: Memo for Report on Upcoming Agenda Items

Description: DRAFT List of Upcoming Council Meeting Agenda Items:

UPCOMING ITEMS FOR COUNCIL MEETING AUGUST 14, 2023:

- Approval of the Minutes
- Housing Study Presentation
- Public Works Update - Status of Work Underway with July 1st Kickoff
- Update on Employee Benefits - MSI
- Discussion on 6 yr SPLOST II Ballot Language
- IGA SPLOST II (6 yr)
- Ordinance 1st Read - Lawrenceville Hwy Code Adoption
- Ordinance 1st Read - SLUP-23-0002 PCH at 2553 Sandpiper Drive
- Ordinance 1st Read - SLUP-23-0003 Alcohol Sales at 5960 E Ponce
- Presentation – MSI Benefits
- Resolution – Appoint ZBA Members
- Contract - RFQ 2023-021 S Fork Peachtree Greenway Engineering

UPCOMING ITEMS FOR COUNCIL MEETING AUGUST 28, 2023:

- Finance Dept: Monthly Financials
- Discussion on SPLOST II



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: July 10, 2023
RE: Memo for Downtown Park Engineering and Final Design Workshop 3 – Barge Design Solutions

Description for on the Agenda:

Downtown Park Engineering and Final Design Workshop 3 – Barge Design Solutions

Issue:

With the City of Tucker's commitment to quality parks and outdoor activity and the desire to create a downtown activity space, the city acquired the old Cofer storage lot on Railroad Avenue. The park master plan was completed and adopted in February 2023, design workshops one and two have been completed. In the final predesign workshop, Barge will ask for final conceptual design decisions and move forward to the engineering and construction document phase.

Recommendation:

Provide Barge Design Solutions with the information to bring final design and feature determinations for the development of the downtown park.

Background:

With the acquisition of the old Cofer storage lot, the city has committed to creating a downtown greenspace for multiple uses. This park will be the hub of activity throughout the year. This phase has included several workshops with the Mayor and Council to decide the final design and features, materials, and layout of the park. Workshop number three will provide the consultant with final information to develop the plan and produce the documentation for bidding and construction of this vital piece of the City of Tucker's Park system and downtown.

Summary:

The downtown park will be the center for future events and activities to help create family fun for the community in the downtown area.

Financial Impact:

This phase has been funded through the General Fund CIP, 300-6211-54-12000 (PR2207).



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: June 5, 2023
RE: Memo for SLUP-23-0001

Description for on the Agenda:

First Read and Public Hearing of an Ordinance for SLUP-23-0001 for a massage establishment at 2110 Henderson Mill Road, Suite 22A for applicant Jiuchikang LLC by Candor Legal.

Issue:

The applicant is requesting a Special Land Use Permit (SLUP) to allow for a massage establishment (Royal Massage & Spa Massage) to operate within Suite 22A of the Briarcliff Village shopping center. The suite is 2,000 sq. ft in area and was formerly occupied by a Sprint store. Massage establishments in the NL-1 zoning district require a SLUP.

Recommendation:

Staff recommends approval with conditions.
Planning Commission recommends approval with conditions.

Background:

The subject property is located on the west side of Henderson Mill Road and forms one of the western boundaries of the city limits. Briarcliff Village is currently anchored by Burlington, Publix and T.J. Maxx; other tenants include Dollar Tree, Panera Bread, Party City, Orangetheory Fitness and Weight Watchers. Several out parcels on the site are also owned by Regency Centers, including the properties operated by Chase, Chipotle and Smoothie King. The development borders other parcels in the NL-1 zoning district within Tucker city limits, as well as commercial and residential parcels in unincorporated DeKalb County.

The applicant is not proposing any exterior modifications. The interior of the suite would be modified to include a reception counter, three rooms for individual massages, two rooms for couples massages, one room with three foot massage sofas, two single-stall restrooms and a staff lounge.

Summary:

A massage establishment at 2110 Henderson Mill Road, Suite 22A would be consistent with the primary land uses in the Regional Activity Center and appears to comply with the supplemental regulations in Sec. 46-1202.

AN ORDINANCE FOR SPECIAL LAND USE PERMIT (SLUP-23-0001) IN LAND LOT 209 OF THE 18th DISTRICT TO ALLOW FOR A MASSAGE ESTABLISHMENT AT 2110 HENDERSON MILL ROAD, SUITE 22A FOR JIUCHIKANG, LLC DBA ROYAL MASSAGE & SPA.

WHEREAS: Notice to the public regarding said special land use permit has been duly published in The Champion, the Official News Organ of Tucker; and

WHEREAS: A Public Hearing was held by the Mayor and City Council of Tucker on June 12, 2023 and July 10, 2023;

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

WHEREAS: The Mayor and City Council have reviewed the special land use request based on the criteria found in Section 46-1594 of the Zoning Ordinance of the City of Tucker;

NOW THEREFORE, the Mayor and City Council of the City of Tucker while in Regular Session on July 10, 2023 hereby ordains and approves Special Land Use Permit 23-0001 to allow for a massage establishment, subject to the following conditions. Note that the special land use permit shall expire automatically if a building permit or other required approval(s) is not applied for within twelve (12) months and construction pursuant to such permit(s) does not promptly begin and is not diligently pursued (Section 46-1599).

1. The Special Land Use Permit is issued to Jiuchikang, LLC DBA Royal Massage & Spa and may not be transferred to another business.
2. The existing storefront shall be maintained and no windows or doors shall be removed or covered to create therapy rooms.
3. The business shall close no later than 10:00 p.m.
4. Any infractions with the police department must be immediately reported to city staff.
5. If a complaint is filed with the City of Tucker, the business will supply all necessary information immediately, as well as permit a site visit from city staff including the Chief Building Official.
6. All state and local licenses shall be clearly displayed in each treatment room.

7. A building permit shall be submitted to the Community Development Department prior to the commencement of any interior construction.

So effective this 10th day of July 2023.

Approved by:

Frank Auman, Mayor

Attest:

Bonnie Warne, City Clerk

SEAL



City of Tucker

Land Use Petition: SLUP-23-0001

Date of Staff Recommendation Preparation: May 12, 2023

Planning Commission: May 18, 2023

Mayor and City Council, 1st Read: June 12, 2023

Mayor and City Council, 2nd Read: July 10, 2023

PROJECT LOCATION:	2110 Henderson Mill Road, Suite 22A
APPLICATION NUMBER	SLUP-23-0001
DISTRICT/LANDLOT(S):	Land District 18, Land Lot 209
ACREAGE:	14.87 acres
EXISTING ZONING	NL-1 (Northlake High-Intensity Commercial)
EXISTING LAND USE	Commercial development
FUTURE LAND USE MAP DESIGNATION:	Regional Activity Center
OVERLAY DISTRICT:	N/A
APPLICANT:	Jiuchikang LLC by Candor Legal
OWNER:	Regency Centers, LP
PROPOSED DEVELOPMENT:	Special Land Use Permit to allow for a new massage establishment in the Briarcliff Village shopping center.
STAFF RECOMMENDATION:	APPROVAL WITH CONDITIONS of SLUP-23-0001

PROJECT DATA

The applicant is requesting a Special Land Use Permit (SLUP) to allow for a massage establishment to operate within the Briarcliff Village shopping center. DeKalb County GIS indicates the existing parcel is 14.87 acres; however, the survey submitted from April 18, 1997, shows the existing parcel at 16.624 acres; this is possibly due to out parcels separating from the overall parcel at a later date. Briarcliff Village has 189,265 square feet of occupiable space. The applicant is looking to open Royal Massage & Spa in Suite 22A, formerly occupied by a Sprint store. The suite is 2,000 sq. ft. in area. Massage establishments in the NL-1 zoning district require a SLUP.

The subject property is located on the west side of Henderson Mill Road and forms one of the western boundaries of the city limits. Briarcliff Village is currently anchored by Burlington, Publix and T.J. Maxx; other tenants include Dollar Tree, Panera Bread, Party City, Orangetheory Fitness and Weight Watchers. Several out parcels on the site are also owned by Regency Centers, including the properties operated by Chase, Chipotle and Smoothie King. The development borders other parcels in the NL-1 zoning district within Tucker city limits, as well as commercial and residential parcels in unincorporated DeKalb County.

The submitted site plan (below) shows the Briarcliff Village shopping center, as well as the highlighted suite in question. No significant modifications would be made to the parcel as a whole. The interior of the suite would include a reception counter, three rooms for individual massages, two rooms for couples massages, one room with three foot massage sofas, two single-stall restrooms and a staff lounge.

Briarcliff Village

2078-2186 Henderson Mill Road, Atlanta, GA 30345



Center Size: 189,265

SPACE	TENANT	SF
0012C	AVAILABLE	1,250
0022A	AVAILABLE	2,000
0001A	SHOE CARNIVAL	12,931
0001D	KOBE STEAKHOUSE HIBACHI, SUSHI	6,215
0002A	PANERA BREAD	4,942
0003A	PARTY CITY	14,990
0004A	DOLLAR TREE	7,500
0005A	BURLINGTON	25,400
0006A	TJ MAXX	25,992
0007A	PUBLIX	43,454
0008A	ORANGETHEORY FITNESS	3,803
0009A	SUBWAY	1,000
0010A	AZTEC JEWELERS	1,418
0012B	MYEYDR.	2,000
0012D	WEIGHT WATCHERS	1,764
0014A	SALON LOFTS	8,030
0015	EMPIRE BEAUTY SCHOOL	9,290
0017A	NAIL STAR	1,500
0018A	GREAT EXPRESSIONS DENTAL	2,000
0019A	ROSE DESIGNS AND ALTERATIONS	1,282
0020A	ANGIE'S BEAUTY SUPPLY	3,000
0021A	MIRACLE EAR	965
0100	JPMORGAN CHASE BANK	2,526
0200	CHIPOTLE MEXICAN GRILL	2,396
0300	SMOOTHIE KING	667

1 of 1

CHARACTER AREA (Future Land Use)

The subject parcel is located within a Regional Activity Center (RAC) area on the Future Land Use Map. Development strategies of the RAC designation include encouraging relatively high-density mix of retail, office, services, and employment opportunities, developing a diverse mix of higher-density housing types, designing the area’s streetscapes to be pedestrian-oriented with improved transit connections, and making connections to nearby networks of greenspaces and trails for both recreation and transportation purposes.

Design considerations for the Regional Activity Center Character Area include a focus on higher density residential uses and better connectivity within the Northlake area, particularly for bicyclists, cars and pedestrians. Additional considerations include promoting the integration of pedestrian and bicycle enhancements into all investments in the area with pedestrian-oriented streetscapes, encouraging “interior” walkway paths through existing parking lots and commercial frontages, and requiring connections to nearby networks of greenspaces and trails for both recreation and transportation purposes.

PUBLIC PARTICIPATION PLAN REPORT

The applicant hosted a public participation meeting on November 17, 2022. The meeting was held at 2110 Henderson Mill Road, Suite 22A (the proposed site) and lasted approximately one hour. Prior to the meeting, the applicant mailed a letter and the proposed floor plan to all property owners within 500 feet of the subject parcel. One person was in attendance.

Many of the questions and concerns related to business operations (business name, hours of operation, initial number of employees, square footage), as well as questions about the state regulatory body, other locations, city regulations, experience of the applicant and the reasons for opening in Tucker. The applicant did not document any associated changes to the proposed use as a result of the Public Participation Meeting.

NEARBY/SURROUNDING LAND ANALYSIS

Adjacent & Surrounding Properties	Zoning	Existing Land Use
Adjacent: North	C-1 <i>UNINCORPORATED DEKALB</i>	Northlake Promenade
Adjacent: Northeast (across Briarcliff Road NE)	NL-1 (Northlake High-Intensity Commercial)	Northlake Mall
Adjacent: East (across Henderson Mill Road NE)	NL-1 (Northlake High-Intensity Commercial)	Commercial development (Michael’s, Panda Express, Blue Ribbon Grill)
Adjacent: Southeast (across Lavista Road)	NL-1 (Northlake High-Intensity Commercial)	Northlake Festival; Red Lobster, Kroger
Adjacent: South (across/along Evelyn Street)	C-1, RSM <i>UNINCORPORATED DEKALB</i>	Honey Baked Ham, Goodyear; detached single-family homes
Adjacent: West	R-100 <i>UNINCORPORATED DEKALB</i>	Single-family homes along Zelda Drive and Loudon Drive

SLUP-23-0001

CRITERIA TO BE APPLIED

Criteria (standards and factors) for special land use decisions are provided in Section 46-1594 of the City of Tucker Zoning Ordinance. The applicant is required to address these criteria (see application); below are staff's findings which are independent of the applicant's responses to these criteria.

- 1. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.**

Briarcliff Village is an existing shopping center on approximately 14.87 acres. According to the survey, Briarcliff Village has approximately 753 parking spaces, which provides ample spaces for the proposed use. No exterior work is planned for the proposed massage establishment.

- 2. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.**

From a land use standpoint, the proposed massage establishment is compatible with the land uses and development of adjacent properties with the exception of the residential subdivision to the west/southwest of the shopping center.

- 3. Adequacy of public services, public facilities, and utilities to serve the proposed use.**

Schools. None.

Stormwater management. Not applicable. No exterior work is planned for the massage establishment.

Water and sewer. Water and sewer approval is required from DeKalb County Watershed Management. Approval of the SLUP shall be conditional on Watershed approval.

- 4. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.**

The subject property has three curb cuts along Henderson Mill Road NE, including one with a traffic signal. One curb cut exists on Evelyn Street, which serves the rear of the shopping center.

A trip generation report estimated the massage establishment would generate approximately 76 new daily trips to the parcel; however, the applicant stated they expect closer to 8-12 clients per day when they first open. They expect to reach up to 20-25 clients per day once they become an established business at this location.

- 5. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.**

It is not expected that land uses along Henderson Mill Road NE or the surrounding Northlake Area would be adversely affected by the character of the vehicles or volume of traffic generated by the proposed massage establishment.

- 6. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.**

The existing development meets this standard. No exterior work is planned for the proposed massage establishment.

- 7. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.**

The proposed development will not generate excessive noise, nor will it emit smoke, odor, dust or vibration. Therefore, no adverse impacts on adjoining land uses are anticipated.

- 8. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.**

The massage establishment proposes being open seven days a week. They plan to open by 11 a.m. and close by 10 p.m. Within the shopping center, Publix, Dollar Tree and Kobe Steakhouse currently remain open up until 10 p.m. or 11 p.m.

- 9. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.**

If operated in compliance with the supplemental regulations for massage establishments, the proposed use will not create adverse impacts by its manner of operations. Staff recommends a condition that the existing storefront windows remain and that no storefront windows are removed or covered to create therapy rooms.

- 10. Whether or not the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.**

The proposed use is consistent with the NL-1 zoning district, once a SLUP is obtained.

- 11. Whether or not the proposed use is consistent with the policies of the comprehensive plan.**

The subject properties are located in the Regional Activity Center on the Future Land Use Map. Primary land uses include townhomes, higher density multi-family, including apartments and condominiums, retail and service commercial, office, entertainment and cultural facilities, and

public and private recreational uses. A massage establishment complies with the primary land use of “service commercial.”

12. Whether or not the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

The shopping center is existing, and no exterior work is planned for the massage establishment.

13. Whether or not there is adequate provision of refuse and service areas.

The submitted site plan does not specifically call out the proposed dumpster locations, however, the applicant’s letter of intent states adequate refuse and services areas are provided.

14. Whether the length of time for which the special land use permit is granted should be limited in duration.

No limits on the length of time for the special land use permit are recommended, if granted.

15. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

The shopping center is existing, and no exterior work is planned for the massage establishment.

16. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

There are no known historic buildings, sites, districts or archaeological resources on the subject property.

17. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

The applicant has stated that the massage establishment will comply with the supplemental regulations for massage establishments in Sec. 46-1202. Staff will note that there is a discrepancy between the submitted floor plan and the existing storefront configuration. It appears that the construction of massage room #5 would require covering some of the storefront windows. Staff recommends a condition restricting any changes to the storefront system, including window coverings. This would result in the applicant amending the proposed floor plan to remove or relocate massage room #5.

18. Whether or not the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

A negative shadow would not be created as the shopping center is existing.

19. Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area.

There are no nearby massage establishments operating within the City of Tucker portion of Northlake. Massage Envy previously operated at Tucker Meridian but closed in March of 2021.

20. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use is compatible with the Northlake Area as a whole, but it is not compatible abutting single-family detached residences.

CONCLUSION

A massage establishment at 2110 Henderson Mill Road, Suite 22A would be consistent with the primary land uses in the Regional Activity Center and appears to comply with the supplemental regulations in Sec. 46-1202.

Therefore, Staff recommends **APPROVAL WITH CONDITIONS** of Land Use Petition **SLUP-23-0001**.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL WITH CONDITIONS** of Land Use Petition **SLUP-23-0001**.

1. The Special Land Use Permit is issued to Royal Massage & Spa and may not be transferred to another business.
2. The existing storefront shall be maintained and no windows or doors shall be removed or covered to create therapy rooms.
3. The business shall close no later than 10:00 p.m.
4. Any infractions with the police department must be immediately reported to city staff.
5. If a complaint is filed with the City of Tucker, the business will supply all necessary information immediately, as well as permit a site visit from city staff including the Chief Building Official.
6. All state and local licenses shall be clearly displayed in each treatment room.
7. A building permit shall be submitted to the Community Development Department prior to the commencement of any interior construction.
8. The use of the space is contingent upon approval from DeKalb County Department of Watershed Management.

Planning Commission Recommendation

At the May 18, 2023 public hearing, the Planning Commission recommended **APPROVAL WITH CONDITIONS** of **SLUP-23-0001** subject to the following amended staff conditions: (additions = **bold**; deletions = ~~strikethrough~~).

1. The Special Land Use Permit is issued to **Jiuchikang, LLC DBA** Royal Massage & Spa and may not be transferred to another business.
2. The existing storefront shall be maintained and no windows or doors shall be removed or covered to create therapy rooms.
3. The business shall close no later than 10:00 p.m.
4. Any infractions with the police department must be immediately reported to city staff.
5. If a complaint is filed with the City of Tucker, the business will supply all necessary information immediately, as well as permit a site visit from city staff including the Chief Building Official.
6. All state and local licenses shall be clearly displayed in each treatment room.
7. A building permit shall be submitted to the Community Development Department prior to the commencement of any interior construction.
8. The use of the space is contingent upon approval from DeKalb County Department of Watershed Management.
9. The SLUP is contingent on compliance with Chapter 10, Article VII Massage Therapy Licensing.



Planning and Zoning
 1975 Lakeside Parkway, Suite 350
 Tucker, GA 30084
 Phone: 678-597-9040
 Website: www.tuckerga.gov

Land Use Petition Application

Type of Application: Rezoning Comprehensive Plan Amendment Special Land Use Permit
 Concurrent Variance Modification

APPLICANT INFORMATION		
Applicant is the: <input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Owner's Agent <input type="checkbox"/> Contract Purchaser		
Name: Jiuchikang, LLC by Xiu Xiang Zhang, Member		
Address: 4717 Tiger Blvd		
City: Duluth	State: GA	Zip: 30096
Contact Name: Yu-hsuan Chang, attorney for applicant		
Phone: (678)465-8559	Email: allen@candorlegal.net	
OWNER INFORMATION		
Name: Regency Centers, LP		
Address: One Independent Drive, Suite 114		
City: Jacksonville	State: Florida	Zip: 32202
Contact Name: Leslie Mintz		
Phone: (404)575-3296	Email: lesliemintz@regencycenters.com	
PROPERTY INFORMATION		
Property Address: 2110 Henderson Mill Rd, Suite 22A, Tucker GA 30084		
Present Zoning District(s): NL-1	Requested Zoning District(s): N/A	
Present Land Use Category: Regional Activity Center	Requested Land Use Category: N/A	
Land District: 18th	Land Lot(s): 209	Acreage: +/- 16.70 acres
Proposed Development: Existing		
Concurrent Variance(s): N/A		
RESIDENTIAL DEVELOPMENT		
No. of Lots/Dwelling Units: N/A	Dwelling Unit Size (Sq. Ft.):	Density:
NON-RESIDENTIAL DEVELOPMENT		
No. of Buildings/Lots: Existing	Total Building Sq. Ft.: Existing	Density:

RECEIVED
 CITY OF TUCKER


LAND USE PETITION APPLICATION - REVISED OCTOBER 24, 2022

APPLICANT'S CERTIFICATION

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 24 MONTHS FROM THE DATE OF LAST ACTION BY THE MAYOR AND CITY COUNCIL.

Xiu Xiang Zhang 2/13/2023
Signature of Applicant Date

Xiu Xiang Zhang, Member
Type or Print Name and Title

[Signature] 2/13/2023 
Signature of Notary Public Date Notary Seal

RECEIVED
CITY OF TUCKER

04/18/2023

PROPERTY OWNER'S CERTIFICATION

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of DeKalb County, Georgia, of the property identified below, which is the subject of the attached Land Use Petition before the City of Tucker, Georgia. As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Rezoning (RZ), Comprehensive Plan Amendment (CA), Special Land Use Permit (SLUP), Modification (M) & Concurrent Variance (CV) in request of the items indicated below.

I, Leslie Mintz, authorize, Jiuchikang LLC / Xiu Xiang Zhang
(Property Owner) (Applicant)

to file for SLUP, at 2110 Henderson Mill Rd, Tucker, GA 30084
(RZ, CA, SLUP, M, CV) (Address)

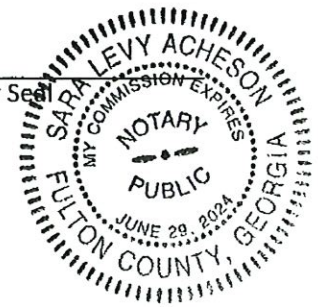
on this date February 13, 2023
(Month) (Day)

- I understand that if a rezoning is denied or assigned a zoning classification other than the classification requested in the application, then no portion of the same property may again be considered for rezoning for a period of twenty-four (24) months from the date of the mayor and city councils' final decision.
- I understand that if an application for a special land use permit affecting all or a portion of the same property for which an application for the same special land use was denied shall not be submitted before twenty-four (24) months have passed from the date of final decision by the mayor and city council on the previous special land use permit.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the Tucker Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning or signage request. I agree to arrange additional permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

Leslie Mintz 2/13/2023
Signature of Property Owner Date

Leslie Mintz
Type or Print Name and Title

Sarah Levy Acheson 2/13/23
Signature of Notary Public Date Notary Seal



RECEIVED
CITY OF TUCKER

LAND USE PETITION APPLICATION - REVISED OCTOBER 24, 2022
04/18/2023

PLANNING & ZONING
DEPARTMENT

SLUP-23-0001

DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

CIRCLE ONE: YES (if YES, complete points 1 through 4);

NO (if NO, complete only point 4)

1. CIRCLE ONE: **Party to Petition** (If party to petition, complete sections 2, 3 and 4 below)

In Opposition to Petition (If in opposition, proceed to sections 3 and 4 below)

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition:

1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Xiu Xiang Zhang
 Signature: Xiu Xiang Zhang RECEIVED CITY OF TUCKER Date: 2/13/2023

LEGEND:

- BOUNDARY BEYOND MAIN HOLE
- FINDER METEER
- CURB POLE
- FIRE WOODST
- WATER METEER
- WATER VALVE
- DRIVE PILEST
- CONIC CURB'S CUTTER
- UNDEVELOPED HATCHED AREA
- CHECKED POWER TALLE, FOLB
- CONCRETE
- OAK METEER
- MAN
- PLAD POLE
- PAINT STRIPPING
- UNDEVELOPED HATCHED AREA
- STEELING ATTACHEL
- PIPE DOLLARD
- DRIVE SURFACE

SPECIAL NOTE:

FIELD RECONNAISSANCE AS OF JANUARY 25, 1991, FOUND BOTH SANITARY SEWER LINES IN THE VICINITY OF THE EXISTING TRUCK WELD TO THE WEST OF THE MAJOR BUILDING TO BE ACTIVE.

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT COVERED WITHIN THE LIMITS OF A FLOOD HAZARD AS DETERMINED BY THE FEDERAL ENGINEERING PROFESSIONAL BOARD UNDER THE DATE OF UNANNOUNCED SPECIALS OF COMMUNITY PANEL AND RESOLUTIONS OF THE FEDERAL FLOOD INSURANCE PROGRAM.

AREA THIS TRACT:

TRACT "A" 41,000.00 S.F. 1.4600 AC.
TRACT "B" 22,000.00 S.F. 0.6312 AC.
TRACT "C" 30,700.00 S.F. 0.7017 AC.
TOTAL AREA 93,700.00 S.F. 2.6929 AC.



LOCATION MAP
NOT TO SCALE

REFERENCE MATERIAL:

AN BUILT SURVEY OF BUCKLEUP VILLAGE PREPARED BY GEORGIA LAND ENGINEERING CO., INC. DATED 08-29-82
TRACT LEGAL DESCRIPTION WITHIN LOTS 10-12, 14-16, 18-20, 22-24, 26-28, 30-32, 34-36, 38-40, 42-44, 46-48, 50-52, 54-56, 58-60, 62-64, 66-68, 70-72, 74-76, 78-80, 82-84, 86-88, 90-92, 94-96, 98-100, 102-104, 106-108, 110-112, 114-116, 118-120, 122-124, 126-128, 130-132, 134-136, 138-140, 142-144, 146-148, 150-152, 154-156, 158-160, 162-164, 166-168, 170-172, 174-176, 178-180, 182-184, 186-188, 190-192, 194-196, 198-200, 202-204, 206-208, 210-212, 214-216, 218-220, 222-224, 226-228, 230-232, 234-236, 238-240, 242-244, 246-248, 250-252, 254-256, 258-260, 262-264, 266-268, 270-272, 274-276, 278-280, 282-284, 286-288, 290-292, 294-296, 298-300, 302-304, 306-308, 310-312, 314-316, 318-320, 322-324, 326-328, 330-332, 334-336, 338-340, 342-344, 346-348, 350-352, 354-356, 358-360, 362-364, 366-368, 370-372, 374-376, 378-380, 382-384, 386-388, 390-392, 394-396, 398-400, 402-404, 406-408, 410-412, 414-416, 418-420, 422-424, 426-428, 430-432, 434-436, 438-440, 442-444, 446-448, 450-452, 454-456, 458-460, 462-464, 466-468, 470-472, 474-476, 478-480, 482-484, 486-488, 490-492, 494-496, 498-500, 502-504, 506-508, 510-512, 514-516, 518-520, 522-524, 526-528, 530-532, 534-536, 538-540, 542-544, 546-548, 550-552, 554-556, 558-560, 562-564, 566-568, 570-572, 574-576, 578-580, 582-584, 586-588, 590-592, 594-596, 598-600, 602-604, 606-608, 610-612, 614-616, 618-620, 622-624, 626-628, 630-632, 634-636, 638-640, 642-644, 646-648, 650-652, 654-656, 658-660, 662-664, 666-668, 670-672, 674-676, 678-680, 682-684, 686-688, 690-692, 694-696, 698-700, 702-704, 706-708, 710-712, 714-716, 718-720, 722-724, 726-728, 730-732, 734-736, 738-740, 742-744, 746-748, 750-752, 754-756, 758-760, 762-764, 766-768, 770-772, 774-776, 778-780, 782-784, 786-788, 790-792, 794-796, 798-800, 802-804, 806-808, 810-812, 814-816, 818-820, 822-824, 826-828, 830-832, 834-836, 838-840, 842-844, 846-848, 850-852, 854-856, 858-860, 862-864, 866-868, 870-872, 874-876, 878-880, 882-884, 886-888, 890-892, 894-896, 898-900, 902-904, 906-908, 910-912, 914-916, 918-920, 922-924, 926-928, 930-932, 934-936, 938-940, 942-944, 946-948, 950-952, 954-956, 958-960, 962-964, 966-968, 970-972, 974-976, 978-980, 982-984, 986-988, 990-992, 994-996, 998-1000, 1002-1004, 1006-1008, 1010-1012, 1014-1016, 1018-1020, 1022-1024, 1026-1028, 1030-1032, 1034-1036, 1038-1040, 1042-1044, 1046-1048, 1050-1052, 1054-1056, 1058-1060, 1062-1064, 1066-1068, 1070-1072, 1074-1076, 1078-1080, 1082-1084, 1086-1088, 1090-1092, 1094-1096, 1098-1100, 1102-1104, 1106-1108, 1110-1112, 1114-1116, 1118-1120, 1122-1124, 1126-1128, 1130-1132, 1134-1136, 1138-1140, 1142-1144, 1146-1148, 1150-1152, 1154-1156, 1158-1160, 1162-1164, 1166-1168, 1170-1172, 1174-1176, 1178-1180, 1182-1184, 1186-1188, 1190-1192, 1194-1196, 1198-1200, 1202-1204, 1206-1208, 1210-1212, 1214-1216, 1218-1220, 1222-1224, 1226-1228, 1230-1232, 1234-1236, 1238-1240, 1242-1244, 1246-1248, 1250-1252, 1254-1256, 1258-1260, 1262-1264, 1266-1268, 1270-1272, 1274-1276, 1278-1280, 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2010-2012, 2014-2016, 2018-2020, 2022-2024, 2026-2028, 2030-2032, 2034-2036, 2038-2040, 2042-2044, 2046-2048, 2050-2052, 2054-2056, 2058-2060, 2062-2064, 2066-2068, 2070-2072, 2074-2076, 2078-2080, 2082-2084, 2086-2088, 2090-2092, 2094-2096, 2098-2100, 2102-2104, 2106-2108, 2110-2112, 2114-2116, 2118-2120, 2122-2124, 2126-2128, 2130-2132, 2134-2136, 2138-2140, 2142-2144, 2146-2148, 2150-2152, 2154-2156, 2158-2160, 2162-2164, 2166-2168, 2170-2172, 2174-2176, 2178-2180, 2182-2184, 2186-2188, 2190-2192, 2194-2196, 2198-2200, 2202-2204, 2206-2208, 2210-2212, 2214-2216, 2218-2220, 2222-2224, 2226-2228, 2230-2232, 2234-2236, 2238-2240, 2242-2244, 2246-2248, 2250-2252, 2254-2256, 2258-2260, 2262-2264, 2266-2268, 2270-2272, 2274-2276, 2278-2280, 2282-2284, 2286-2288, 2290-2292, 2294-2296, 2298-2300, 2302-2304, 2306-2308, 2310-2312, 2314-2316, 2318-2320, 2322-2324, 2326-2328, 2330-2332, 2334-2336, 2338-2340, 2342-2344, 2346-2348, 2350-2352, 2354-2356, 2358-2360, 2362-2364, 2366-2368, 2370-2372, 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3830-3832, 3834-3836, 3838-3840, 3842-3844, 3846-3848, 3850-3852, 3854-3856, 3858-3860, 3862-3864, 3866-3868, 3870-3872, 3874-3876, 3878-3880, 3882-3884, 3886-3888, 3890-3892, 3894-3896, 3898-3900, 3902-3904, 3906-3908, 3910-3912, 3914-3916, 3918-3920, 3922-3924, 3926-3928, 3930-3932, 3934-3936, 3938-3940, 3942-3944, 3946-3948, 3950-3952, 3954-3956, 3958-3960, 3962-3964, 3966-3968, 3970-3972, 3974-3976, 3978-3980, 3982-3984, 3986-3988, 3990-3992, 3994-3996, 3998-4000, 4002-4004, 4006-4008, 4010-4012, 4014-4016, 4018-4020, 4022-4024, 4026-4028, 4030-4032, 4034-4036, 4038-4040, 4042-4044, 4046-4048, 4050-4052, 4054-4056, 4058-4060, 4062-4064, 4066-4068, 4070-4072, 4074-4076, 4078-4080, 4082-4084, 4086-4088, 4090-4092, 4094-4096, 4098-4100, 4102-4104, 4106-4108, 4110-4112, 4114-4116, 4118-4120, 4122-4124, 4126-4128, 4130-4132, 4134-4136, 4138-4140, 4142-4144, 4146-4148, 4150-4152, 4154-4156, 4158-4160, 4162-4164, 4166-4168, 4170-4172, 4174-4176, 4178-4180, 4182-4184, 4186-4188, 4190-4192, 4194-4196, 4198-4200, 4202-4204, 4206-4208, 4210-4212, 4214-4216, 4218-4220, 4222-4224, 4226-4228, 4230-4232, 4234-4236, 4238-4240, 4242-4244, 4246-4248, 4250-4252, 4254-4256, 4258-4260, 4262-4264, 4266-4268, 4270-4272, 4274-4276, 4278-4280, 4282-4284, 4286-4288, 4290-4292, 4294-4296, 4298-4300, 4302-4304, 4306-4308, 4310-4312, 4314-4316, 4318-4320, 4322-4324, 4326-4328, 4330-4332, 4334-4336, 4338-43

TRACT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 209 of the 18th District, DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE OF BEGINNING, commence at an iron pin set at the point of intersection of the western right-of-way of Henderson Mill Road (having a 80 foot right-of-way) with the northwestern right-of-way line of Lavista Road (having a 88 foot right-of-way) ; run thence in a generally northeasterly and northerly direction along said western right-of-way line of Henderson Mill Road the following courses and distances: north 30°22'44" east a distance of 28.08 feet to a point; and north 09°46'59" east a distance of 78.23 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING ; from the TRUE POINT OF BEGINNING as thus established, and leaving said western right-of-way line of Henderson Mill Road, run thence south 89°30'09" west a distance of 391.80 feet to a point ; thence south 00°59'44" east a distance of 148.61 feet to an iron pin set on the northern right-of-way of Evelyn Street (having a 30-foot right-of-way) ; run thence in a generally westerly direction along said northern right-of-way line of Evelyn Street south 89°23'17" west a distance of 120.00 feet to an iron pin found ; thence leaving said northern right-of-way line of Evelyn Street, run in a generally northerly direction north 00°59'42" west a distance of 148.84 feet to an iron pin set ; thence south 89°11'05" west a distance of 214.30 feet to an iron pin found (3/4" H2O); thence north 01°55'00" east a distance of 934.41 feet to an iron pin found (1" square) ; thence north 89°19'39" east a distance of 587.24 feet to an iron pin set on the western right-of-way line of Henderson Mill Road ; run thence in a generally southeasterly and southerly direction on said western right-of-way line of Henderson Mill Road the following courses and distance: south 14°41'46" east a distance of 320.11 feet to a point ; south 14°12'55" east a distance of 152.07 feet to a point ; south 12°32'39" east a distance of 69.18 feet to a point ; along the arc of a 544.46 foot radius curve an arc distance of 197.80 feet to a point (said arc being subtended by a chord lying to the southwest of said arc and having a bearing of south 02°08'12" east and being 196.71 feet in length) ; south 08°16'15" west a distance of 123.91 feet to point ; and south 09°48'43" west a distance of 90.84 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING.

The above described property contains 15.4063 acres and is shown on Tract "A" on, and described according to, that certain Boundary Survey with As-Built Improvements for Branch Properties, L.P. , Wachovia Bank of Georgia, N.A. , and Chicago Title Insurance Company, prepared by David A. Burre & Assoc. , Inc. , David A. Burre, Georgia Registered Land Surveyor No. 1965, dated November 28, 1995, which certain Survey is incorporated herein by this reference and hereby made a part of this description.

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TRACT "B"

All that leasehold estate of Grantor in and to:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 209 of the 18th District, DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin set at the point of intersection of the western right-of-way of Henderson Mill Road (having a 80 foot right-of-way) with the northwestern right-of-way line of LaVista Road (having a 88 foot right-of-way) ; run thence in a generally southwesterly direction along said northwestern right-of-way line of LaVista Road the following courses and distances: south 51°35'08" west a distance of 44.96 feet to an iron pin set, said iron pin set being parallel to the centerline of LaVista Road ; south 70°46'27" west a distance of 28.33 feet to a point, said point being located on a variable-width right-of-way line along LaVista Road and Evelyn Street ; and south 89°16'02" west a distance of 97.16 feet to an iron pin set, said iron pin set being located on the variable-width right-of-way line of Evelyn Street ; run thence south 00°43'58" east a distance of 10.00 feet to an iron pin set on the northern right-of-way line of Evelyn Street (becoming a 30 foot right-of-way) ; thence continuing along said northern right-of-way line of Evelyn Street south 89°23'17" west a distance of 52.72 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING ; from the TRUE POINT OF BEGINNING ; as thus established, and continuing along said northern right-of-way of Evelyn Street, run south 89°23'17" west a distance of 150.00 feet to an iron pin set; thence leaving said northern right-of-way line of Evelyn Street and continuing in a generally northerly direction, run north 00°59'44" west a distance of 148.61 feet to a point ; thence north 89°30'09" east a distance of 150.00 feet to an iron pin set ; thence south 00°59'47" east a distance of 148.31 feet to an iron pin set on the northern right-of-way line of Evelyn Street, said iron pin being the TRUE POINT BEGINNING.

The above described property contains 0.5112 acres and is shown as Tract "B" on, and described according to, that certain Boundary Survey with As-Built Improvements for Branch Properties, L.P. , Wachovia Bank of Georgia, N.A. , and Chicago Title Insurance Company, prepared by David A. Burre & Assoc. , Inc. , David A. Burre, Georgia Registered Land Surveyor No. 1965, dated November 28, 1995, which certain Survey is incorporated herein by this reference and hereby made a part of the description.

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TRACT "C"

All that leasehold estate of Grantor in and to:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 209 of the 18th District, DeKalb County, Georgia, and being more particularly described as follows:

BEGIN AT AN IRON PIN SET at the point of intersection of the western right-of-way of Henderson Mill Road (having a 80 foot right-of-way) with the northwestern right-of-way line of LaVista Road (having a 88 foot right-of-way) ; run thence in a generally southwesterly direction along said northwestern right-of-way line of LaVista Road the following courses and distance: south 51°35'08" west a distance of 44.96 feet to an iron pin set, said iron pin set being parallel to the centerline of LaVista Road ; south 70°46'27" west a distance of 28.33 feet to a point, said point being located on a variable-width right-of-way line along LaVista Road and Evelyn Street ; run thence south 89°16'02" west a distance of 97.16 feet to an iron pin set, said iron pin set being located on the variable-width right-of-way line of Evelyn Street ; run thence south 00°43'58" east a distance of 10.00 feet to an iron pin set on the northern right-of-way line of Evelyn Street (becoming a 30 foot right-of-way) ; run thence in a generally southwesterly direction along said northern right-of-way line of Evelyn Street south 89°23'17" west a distance of 52.72 feet to an iron pin set ; thence leaving said northern right-of-way line of Evelyn Street, run in a generally northerly direction north 00°59'47" west a distance of 148.31 feet to an iron pin set ; thence north 89°30'09" east a distance of 241.80 feet to an iron pin set on the western right-of-way line of Henderson Mill Road ; run thence in generally southerly direction along said western right-of-way line of Henderson Mill Road south 09°46'59" west a distance of 78.23 feet to a point ; thence south 30°22'44" west a distance of 28.08 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING.

The above described property contains 0.7067 acres and is shown as Tract "C" on, and described according to, that certain Boundary Survey with As-Built Improvements for Branch Properties, L.P. , Wachovia Bank of Georgia, N.A. , and Chicago Title Insurance Company, prepared by David A. Burre & Assoc. , Inc. , David A. Burre, Georgia Registered Land Surveyor No. 1965, dated November 28,1995, which certain survey is incorporated herein by this reference and hereby make a part of this description.

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SLUP-23-0001

JIUCHIKANG, LLC

March 13, 2023

Letter of Intent

Jiuchikang, LLC (d/b/a Royal Massage & Spa) intends to apply for a special land use permit from the City of Tucker for permission to operate a new massage establishment in the Briarcliff Village shopping center located at the intersection of Henderson Mill Road and Lavista Road in Tucker. Having owned and operated massage establishments in the metro-Atlanta area of Buckhead, the owners of Royal Massage & Spa wanted to expand their footprint to surrounding cities that they felt were underserved. With a focus on pain and stress relief at affordable prices, the owners recently expanded into Chamblee and would love to establish a presence in Tucker.

Royal Massage & Spa has located a great location within a large, almost fully-leased shopping center. The center has almost 200,000 square feet of total area and is currently around 97% occupancy. The convenient location in proximity to the highway is a big draw, and the owners were impressed with the foot traffic of the surrounding area. With a 5-mile radius population of over 100,000 residents, the same area sees upwards of 17,000 vehicles passing through daily. With a Publix anchor tenant and other complementary tenants such as Orange Theory Fitness and Weight Watchers, this location is a perfect spot for Royal Massage to provide excellent relaxation and pain relief massage therapy to local residents.

Royal Massage & Spa will be primarily owned and operated by Ms. Xiu Xiang Zhang, a licensed massage therapist with over 12 years of massage experience and 5 years of massage business management experience. The 2000 square feet space will have a spacious layout so that guests feel comfortable when they come in for a relaxing massage. The owners currently plan to have around 4 masseuses on staff during normal operation, to be able to serve multiple clients at once.

We hope the city welcomes us as a valued addition to the neighborhood, and we look forward to welcoming you in for an affordable session to relieve your aches, pains, and/or tension.

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SLUP Standard Analysis

• **Sec. 46-1594. - Special land use permit; criteria to be considered.**

The following criteria shall be considered by the planning and zoning department, the planning commission, and the mayor and city council in evaluating and deciding any application for a special land use permit. No application for a special land use permit shall be granted by the mayor and city council unless satisfactory provisions and arrangements have been made concerning each of the following factors, all of which are applicable to each application, and the application is in compliance with all applicable regulations in article IV of this chapter:

(1) Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.

The site is adequate for the contemplated use. The site is one suite located within a large shopping center with ample parking and common areas. All of the retail tenants in the center share the use of the parking lot on a non-exclusive basis.

(2) Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

The proposed use is a retail massage establishment which is compatible with the use of adjacent properties since the shopping center the site is located in is filled with retail shops. The adjacent properties are zoned commercial and consist of multiple shopping centers and a shopping mall as well.

(3) Adequacy of public services, public facilities, and utilities to serve the proposed use.

The site has access to all required utilities (internet, water, electricity, telecommunications). There is adequate access to public services and facilities from the shopping center in which the site sits.

(4) Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

The site of the proposed use is located in a shopping center with adequate adjacent streets to carry much more than the traffic needed for the proposed use. The proposed use will not cause congestion in the area.

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(5) Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

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The character of the vehicles and the volume of traffic generated by the proposed use will not negatively impact the existing land uses along access routes to the site. The amount of traffic anticipated to be generated from the proposed use, per the ITE Trip generation analysis report, is not that many.

(6) Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency.

The proposed site sits in a shopping center which has adequate ingress and egress routes. The site itself will have adequate ingress and egress routes, since it is located on ground level, connected to common area walkway, and has no obstructions near the one front door nor the one back door.

(7) Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

The proposed use will not generate any noticeable noise, smoke, odor, dust, or vibration. There should be no adverse impact created from the proposed use.

(8) Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

The hours of operation of the proposed use will be in line with other establishments within the same shopping center; Proposed hours are currently 7 days a week, 10:30 or 11am open to 9:30 or 10pm close.

(9) Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The proposed use will not create adverse impacts upon any adjoining land use as the use will be conducted in a lawful manner and the hours of operation will be in line with other retail use in the shopping center.

(10) Whether or not the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The proposed use is consistent with the zoning district classification, as it is a commercial use. The area is zoned NL-1 (Northlake High-Intensity Commercial). An NL-1 district allows for the most intense mixed-use development in the City of Tucker. As such, the proposed use fits within the retail component of the mixed-use for the district. However, the special land use permit is required.

(11) Whether or not the proposed use is consistent with the policies of the comprehensive plan.

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The proposed use is consistent with the policies of the comprehensive plan. The comprehensive plan defines a regional activity center as an area that typically includes a higher-density mix of retail, office, housing, and services, and employment to serve a regional market area. Because it is readily accessible from the highway and is already more developed, future development here is considered both desirable and appropriate. The proposed use offers a retail service (muscle pain and/or stress relief through massage) for the local residents. The site of the proposed use is within a higher-density shopping center filled with various retail services for local residents. The use is also complementary to other tenants in the center (such as Orange Theory fitness gym).

(12) Whether or not the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

No buffers are required for the proposed use.

(13) Whether or not there is adequate provision of refuse and service areas.

There is adequate provision of service and refuse areas within the shopping center as it serves many tenants and their customers. The site itself will contract with the appropriate providers so that there is adequate service.

(14) Whether the length of time for which the special land use permit is granted should be limited in duration.

The special land use permit should not be limited in duration as to this applicant.

(15) Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings.

The proposed use does not alter the size, scale, or mass of the existing buildings in the shopping center, which are currently of appropriate size.

(16) Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

The proposed use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

(17) Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

The proposed use will satisfy the supplemental standards for massage establishments set forth in City Ordinance Section 4.2.58.

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- *There will be no early warning device or system installed to warn of the arrival of authorities.*
- *Individual massage therapy rooms will not be locked and when there is a receptionist present the main entrance and exit doors will not be locked during hours of operation. The interior massage rooms will also not be locked during hours of operation.*
- *The state licenses for masseuses as well as the establishment's business license will be displayed on the wall at all times, in a clearly visible manner.*
- *The establishment plans to be open 7 days a week; from 10:30 or 11am and until 9:30 or 10pm (depending on what is acceptable for the shopping center). Even with the proposed range, the operating hours will not be in violation of this section's restrictions for massage establishments.*
- *The exterior windows of the site will not have curtains, blinds, tint, or other material that obscures the view into the entrance/reception area.*

(18) Whether or not the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of the proposed building height. The site is one story, and on the ground floor. The existing building height is not being altered.

(19) Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area.

The proposed use will not result in a disproportionate amount of the same or similar use in the area because each such use requires an approved special land use permit. Additionally, this type of retail business suffers if there is oversaturation of the service provided, so there is low likelihood that the use would result in a proliferation of similar uses.

(20) Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use would be consistent with the needs of the regional area as well as local community as it complements other retail use in the shopping center/surrounding area and fits under the comprehensive plan's definition for regional activity center. Massage therapy is a useful retail service that local residents can benefit from for relieving muscle aches and pain, as well as relieving tension or stress.

(Ord. No. 2016-06-07, att. (7.4.6), 7-11-2016; Ord. No. O2020-03-07, exh. A, 3-23-2020)

- **Sec. 46-1595. - Additional criteria for specified uses.** *Not applicable to this SLUP application.*

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PLANNING & ZONING
DEPARTMENT

SLUP-23-0001

Environmental Impact Analysis

1. Conformance with Comprehensive Plan: The proposed use is a massage establishment where the site is located in a large, filled to almost full occupancy, shopping center zoned as NL-1, the highest density mixed-use classification. The proposed use does not change the nature of the zoning nor impact the environment in any way different than existing tenants in the center do. The environmental impact is negligible as the proposed use does not include the use of chemicals or the large use of any utilities.

2. Environmental Impacts of the Proposed Project:

- Wetlands: The site nor the areas immediately adjacent to the site are not designated as wetlands.
- Floodplain: The site is not located in a flood zone nor are there any immediately adjacent to the site. The site is ground level and the elevation is flat.
- Streams/Stream Buffers: To applicant's knowledge, there are no streams or stream buffers in or next to the shopping center where the site is located.
- Slopes exceeding 25 percent over a 10 foot rise in elevation: The site is located on flat elevation and there is no slope exceeding 25 percent over a 10 foot rise in elevation.
- Vegetation: To the applicant's knowledge, the shopping center has minimal vegetation, as the surrounding areas are all developed except for what is customary amongst common areas of commercially zoned shopping centers. There are no endangered vegetation present on the site.
- Wildlife Species (including fish): To applicant's knowledge, there typically should be no wildlife on the property; there are no fish on the property as there is no body of water.
- Archeological/Historical Site: The site is not located on an archaeological or historical site.

3. Project Implementation measures:

- Protection of environmentally sensitive areas: not applicable
- Protection of water quality: not applicable
- Minimizations of negative impacts on existing infrastructure: not applicable
- Minimization of negative impacts on archaeological/historically significant areas: not applicable
- Minimization of negative impacts on environmentally stressed communities: not applicable
- Creation and preservation of green space and open space: not applicable
- Protection of citizens from the negative impacts of noise and lighting: not applicable
- Protection of parks and recreational green space: not applicable
- Minimization of negative impacts to wildlife habitats: not applicable

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Environmental Impact Analysis

1. Conformance with Comprehensive Plan: The proposed use is a massage establishment where the site is located in a large, filled to almost full occupancy, commercially zoned shopping center. The proposed use does not change the nature of the zoning nor impact the environment in any way different than existing tenants in the center do. The environmental impact is negligible as the proposed use does not include the use of chemicals or the large use of any utilities.

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- Wetlands: The site nor the areas immediately adjacent to the site are not designated as wetlands.
- Floodplain: The site is not located in a flood zone nor are there any immediately adjacent to the site. The site is ground level and the elevation is flat.
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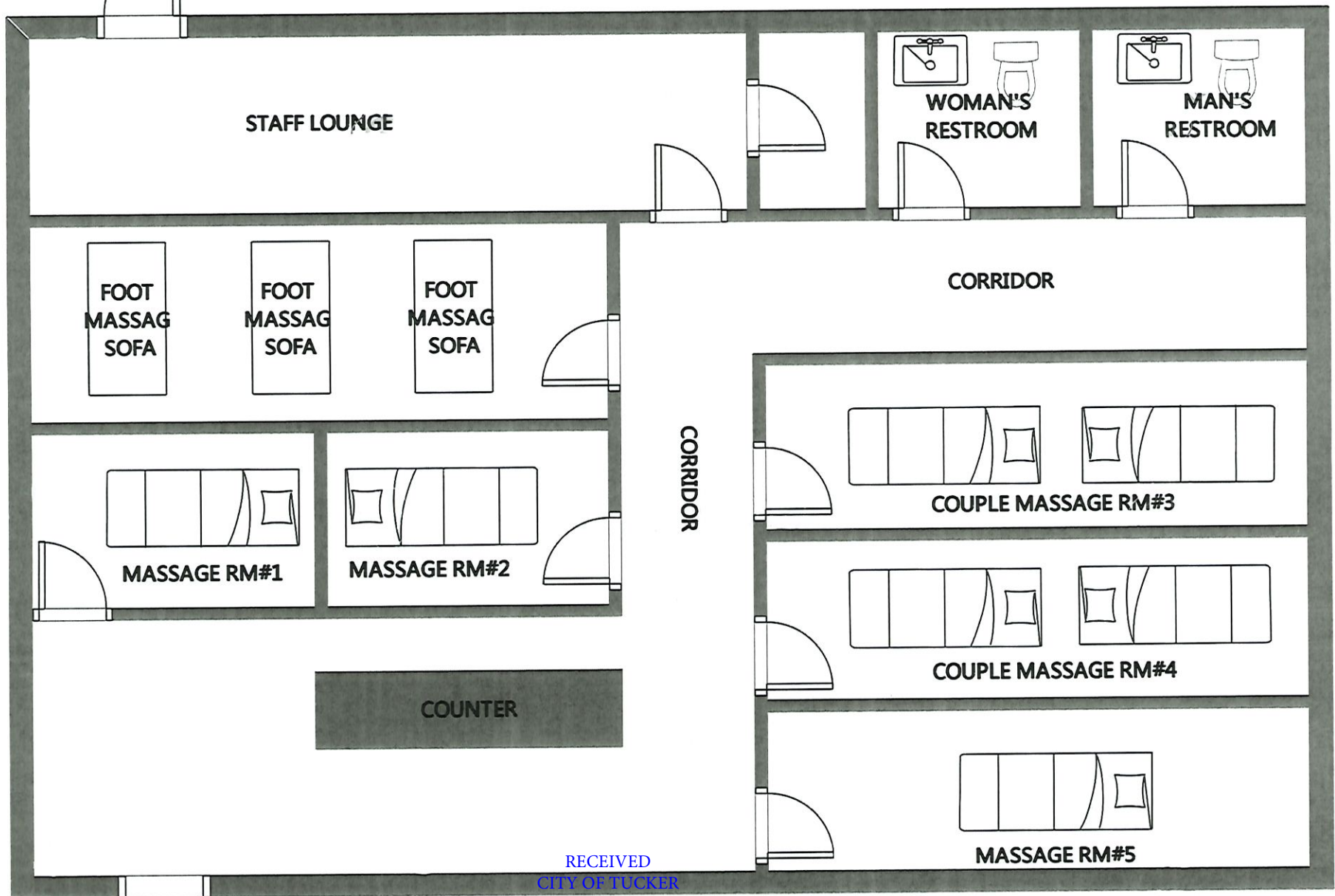
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Proposed Floor Plan - Suite 22A



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Community Development
Department

Public Participation Plan Report

Project Name: SLUP Application for Massage Establishment at 2110 Henderson Mill Rd

Contact Name: Yu-hsuan Chang, attorney for Jiuchikang, LLC (owner: Xiu Xiang Zhang)

Meeting Date: November 17, 2022

Meeting Location: 2110 Henderson Mill Road, Suite 22A (the establishment premises)

Meeting Start Time: 6pm

Meeting End Time: 7pm

Number of people in attendance: 4

Date of Filing of Land Use Petition Application: 3/13/2023

General Introduction:

Please include information about who you reached out to for the meeting, communication outreach methods (letters, facebook, emails, etc), what you were proposing at the time of the neighborhood meeting, the meeting format (ppt, q&a, display boards, etc), and who attended the meeting on behalf of the applicant (engineers, attorney, developer, property owner, etc). Additional information that you feel is important to include is welcomed.

We reached out to the community by mailing letters to each of the neighbors within 500' of the proposed site. We also submitted information about the meeting to the City of Tucker to post on their social media. We received a couple of email inquiries.

Meeting was held on location at 6pm on a Thursday evening. Owners attended along with attorney. The meeting was Q&A format. One community attendee came and asked questions.

At the meeting, we prepared a table with sign-in sheet and flyers of the owner's other store, and some light refreshments as well as seating.

Summary of concerns and issues raised at the meeting: (please list and respond to each one individually; include as many items that were discussed).

Questions:

- What regulatory body is there?
 - The state massage therapist licensing board.
- What other locations do you have?
 - Buckhead; with another new one opening in Chamblee soon.
- How long has your other location been in operation?
 - More than 4 years.

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- What name is it? Will it have the same name?
 - Not the same name – this location will be called Royal Massage & Spa; Buckhead location is Health Land Massage.
- What sort of hours do you anticipate having?
 - Open 7 days a week; from 10:30 or 11am and until 9:30 or 10pm (depending on what is acceptable for the shopping center).
- Does the new Chamblee location have a name yet?
 - Yes. HQ Massage.
- What is the number of employees you anticipate having initially?
 - 2 W-2 employees; 4 1099 contractors.
- What regulations are there aside from the business license?
 - City ordinance; state regulatory body for massage therapists .
- How many years of experience does Ms. Zhang have?
 - 12 years of masseuse experience; 5 years of management experience for massage business .
- Why do you want to open a new location here?
 - Business has been good in their other location so owners want to expand; the location seems good for their concept; owners feel that the City of Tucker is underserved by massage establishments and their pricing can fit with the residents of the area.
- What other square footage is there?
 - Just the 2000 square foot space; no other space.

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SLUP-23-0001

JIUCHIKANG, LLC
4717 Tiger Blvd
Duluth, GA 30096
(678) 465-8559

Dear Neighbor,

We would like to inform interested property owners that a Special Land Use Permit (SLUP) application will be submitted to the City of Tucker regarding property located at 2110 Henderson Mill Road, Suite 22A, Atlanta, GA 30345, for approval for use as a massage establishment. The applicant is JIUCHIKANG, LLC d/b/a Forever Massage. The owners of Forever Massage have extensive operating experience of reputable massage establishments and currently have multiple locations under various trade names.

You are receiving this letter because you are located within 500 feet of the property address. We would love to meet you and hear any concerns you may have, or answer questions, in person. One of the owners will be present and available to meet.

As such, a public participation meeting will be held on **November 17, 2022 at 6:00 p.m. at 2110 Henderson Mill Road, Suite 22A, Atlanta, GA 30345**. This meeting is not the public hearing. Its purpose is to provide neighbors and interested parties the opportunity to meet with the applicant, ask questions and voice concerns regarding this upcoming application.

If you have any questions, comments or concerns, please contact me by phone at (678) 465-8559 or by email at allen@candorlegal.net.

Sincerely,

Yu-hsuan Chang

Yu-hsuan Chang, Esq.
Representative for Applicant JIUCHIKANG, LLC

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3936 Lavista Road Tucker, GA 300	MIDTOWN NATIONAL GROUP LP	415 S CEDROS	SOLANA BEACH
4786 Briarcliff Road Atlanta, GA 300	NM OFFICE OWNER LLC	4645 N CENTRAL	DALLAS
2175 Zeld Drive Atlanta, GA 30324	SFR XII ATL OWNER 7 LP	9200 E HAMPTON	CAPITOL HEIGHTS
3159 Louden Drive Atlanta, GA 300	ANQUEZ RACHI ANQUEZ MARTI	3159 LOUDEN DR	ATLANTA
2135 Zeld Drive Atlanta, GA 30324	NEWLOVE GEO NEWLOVE MER	2135 ZELDA DR	ATLANTA
3162 Evelyn Street Tucker, GA 300	SUN QI	3162 EVELYN ST	TUCKER
3190 Evelyn Street Tucker, GA 300	DUCONGE DEBBIE	3190 EVELYN ST	TUCKER
4855 Briarcliff Road Atlanta, GA 300	REGENCY RETAIL PARTNERSHIP	PO BOX 790830	SAN ANTONIO
2166 Zeld Drive Atlanta, GA 30324	EDWARDS KATI EDWARDS BRE	2166 ZELDA DR	ATLANTA
3959 Lavista Road Tucker, GA 300	SWR-LV LLC	4200 NORTHSIDE	ATLANTA
2199 Zeld Drive Atlanta, GA 30324	DETTMAN SEAN STRUMLAUF RA	2199 ZELDA DR	ATLANTA
2183 Zeld Drive Atlanta, GA 30324	LAW ZACHARY LAW ALISON	2183 ZELDA DR	ATLANTA
3150 Evelyn Street Tucker, GA 300	POIRIER GREGORY SMITH JR	3150 EVELYN ST	TUCKER
3158 Evelyn Street Tucker, GA 300	LEE SEUNG JOO	3158 EVELYN ST	TUCKER
3186 Evelyn Street Tucker, GA 300	CHENG JIMMY CHANG HSIANG	3186 EVELYN ST	TUCKER
3194 Evelyn Street Tucker, GA 300	ZHOU GUOHUI HUANG TAOYIN	3194 EVELYN ST	TUCKER
2106 Zeld Drive Atlanta, GA 30324	MILERO MICHAEL L JR	2106 ZELDA DR	ATLANTA
2124 Zeld Drive Atlanta, GA 30324	BRICENO ANDR BRICENO GERA	2124 ZELDA DR	ATLANTA
3900 Lavista Road Tucker, GA 300	CORDOBA PROPERTY GROUP INC	3900 LAVISTA R	TUCKER
3925 Lavista Road Tucker, GA 300	REEVES AND FICROSBY NICKE	5737 LOST GR	LILBURN
3172 Randolph Road Atlanta, GA 300	DRURY PATRICIA WAGES	3172 RANDOLPH	ATLANTA
2159 Zeld Drive Atlanta, GA 30324	BOYD MELISSA N	2159 ZELDA DR	ATLANTA
2127 Zeld Drive Atlanta, GA 30324	KEEFER REBECC KEEFER RYAN	2127 ZELDA DR	ATLANTA
3146 Evelyn Street Tucker, GA 300	AMBARDEKAR I AMBARDEKAR I	3146 EVELYN ST	TUCKER
3198 Evelyn Street Tucker, GA 300	ZHI JUN WEN HUA	3198 EVELYN ST	TUCKER
4805 Briarcliff Road Atlanta, GA 300	MALAKSHMI LLC	3338 PEACHTREE	ATLANTA
4030 Lavista Road Tucker, GA 300	SABIE PROPERTIES LLC	5925 PEACHTREE	NORCROSS
2176 Zeld Drive Atlanta, GA 30324	GELBLAT LAUR GELBLAT HARR	2176 ZELDA DR	ATLANTA
3171 Randolph Road Atlanta, GA 300	ANDERSON RO ANDERSON BAI	3171 RANDOLPH	ATLANTA
2138 Zeld Drive Atlanta, GA 30324	EDSON CAROL TAILLON MICHA	2138 ZELDA DR	ATLANTA
3157 McCully Drive Atlanta, GA 300	ALMARIO ANGELA	3157 MCCULLY	ATLANTA
3193 Evelyn Street Tucker, GA 300	JENKINS AYDA	3193 EVELYN ST	TUCKER
3896 Lavista Road Tucker, GA 300	CORDOBA PROPERTY GROUP INC	2100 RIVEREDGE	ATLANTA
3937 Lavista Road Tucker, GA 300	ARCP RL PORTFOLIO I LLC	450 S ORANGE	PHOENIX
4800 Briarcliff Road Atlanta, GA 300	NORTHLAKE ATRCORINTH PAR	12700 PARK CE	DALLAS
2191 Zeld Drive Atlanta, GA 30324	HELD LOIS HELD KALMAN	2191 ZELDA DR	ATLANTA
3181 Louden Drive Atlanta, GA 300	SMALL GLENN W JR	3181 LOUDEN DR	ATLANTA
2102 Henderson Mill Road Atlanta	PLAZA LIMITED GRIFFITH ROBE	PO BOX 790830	SAN ANTONIO
3154 Evelyn Street Tucker, GA 300	TRIVEDI NIKITA TRIVEDI JAY	3154 EVELYN ST	TUCKER
3182 Evelyn Street Tucker, GA 300	PHAN VANESSA K	3182 EVELYN ST	TUCKER
3151 Randolph Road Atlanta, GA 300	STUPP PAUL W STUPP EMMA G	3151 RANDOLPH	ATLANTA
2114 Zeld Drive Atlanta, GA 30324	HOCKENSMITH RONALD	2114 ZELDA DR	ATLANTA
3905 Lavista Road Tucker, GA 300	TRITON PROPERTIES INC	3905 LAVISTA R	TUCKER
4832 Briarcliff Road Atlanta, GA 300	NORTHLAKE ATRCORINTH PAR	4645 CENTRAL	DALLAS
3164 Randolph Road Atlanta, GA 300	MA YOULAN CHANG GEOFF	3164 RANDOLPH	ATLANTA
2167 Zeld Drive Atlanta, GA 30324	ICKLAN KENNETH M	2167 ZELDA DR	ATLANTA

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2068 Henderson Mill Road Atlanta	DUVALL VERNON CLEO	PO BOX 790830	SAN ANTONIO
3202 Evelyn Street Tucker, GA 301	TOMBLIN EDWA	TOMBLIN JOYCI	3202 EVELYN S TUCKER
4875 Briarcliff Road Atlanta, GA 301	REGENCY RETAIL PARTNERSH	PO BOX 790830	SAN ANTONIO
2184 Zelda Drive Atlanta, GA 30324	VOGT ROBIN L	SZCZUPAK ELIZ	2184 ZELDA DR ATLANTA
3159 Randolph Road Atlanta, GA 311	FOWLER DAVID	FOWLER RACHI	3159 RANDOLPI ATLANTA
2150 Zelda Drive Atlanta, GA 30324	ABRAHAM KATHERINE		2150 ZELDA DR ATLANTA
3149 McCully Drive Atlanta, GA 301	EDWARDS PEY	EDWARDS GRA	3149 MCCULLY ATLANTA
3928 Lavista Road Tucker, GA 301	REEVES AND FI	FLOWERS STEV	5737 LOST GRO LILBURN
3924 Lavista Road Tucker, GA 301	CPI TUCKER I LLC		195 NORTH ST TETERBORO
4880 Briarcliff Road Atlanta, GA 301	MACYS EAST INC		7 W 7TH ST CINCINNATI
2201 Henderson Mill Road Atlanta	NM OFFICE OWNER LLC		4645 N CENTRA DALLAS
4816 Briarcliff Road Atlanta, GA 301	4816 BRIARCLIFF PAD 1 LLC		4645 N 4645 N. (DALLAS
3169 Louden Drive Atlanta, GA 301	BELISLE CLAIRI	HERNDON JEFF	3169 LOUDEN D ATLANTA
2109 Zelda Drive Atlanta, GA 30324	PHILIP M FAMIL	MATHEW P FAM	2109 ZELDA DR ATLANTA
3180 Louden Drive Atlanta, GA 301	ISRAEL ROBERT	SOLOMON	12190 DANCLIFI ALPHARETTA
2078 Henderson Mill Road Atlanta	REGENCY RET/ PIZZA HUT INC	P O BOX 790830	SAN ANTONIO
	3983 4073 LAVISTA ROAD HOLD	900 19TH ST FL	WASHINGTON
3916 Lavista Road Tucker, GA 301	ZAR GROUP LLC		3916 LAVISTA R TUCKER
3888 Lavista Road Tucker, GA 301	GPH TUCKER BRIARWOOD LLC	PO BOX 160488	ALTAMONTE SF
3972 Lavista Road Tucker, GA 301	DUVALL VERNON CLEO		PO BOX 790830 SAN ANTONIO
2080 Henderson Mill Road Atlanta	REGENCY RETAIL PARTNERSH	PO BOX 790830	SAN ANTONIO
2101 Zelda Drive Atlanta, GA 30324	BELLIS NICOLE	BELLIS DANIEL	2101 ZELDA DR ATLANTA
2151 Zelda Drive Atlanta, GA 30324	DELJOO PAZHMAN		1616 HUBER ST ATLANTA
2143 Zelda Drive Atlanta, GA 30324	UPTON LIVING TRUST		2143 ZELDA DR ATLANTA
3166 Evelyn Street Tucker, GA 301	LEE PAMELA K	LEE JOSHUA	3166 EVELYN S TUCKER
3170 Evelyn Street Tucker, GA 301	THE SALVATION ARMY		1424 NE EXPRE ATLANTA
2167 McCully Court Atlanta, GA 301	STIFFLER THOM	STIFFLER KATH	2167 MCCULLY ATLANTA
3892 Lavista Road Tucker, GA 301	K AND K GROUP LLC		175 HIGH BLUFI DULUTH
3935 Lavista Road Tucker, GA 301	S N LEE INC		3935 LAVISTA R TUCKER
3220 Evelyn Street Atlanta, GA 301	DUVALL VERNON CLEO		PO BOX 790830 SAN ANTONIO
4795 Briarcliff Road Atlanta, GA 301	LOCAL SANDY GA LLC		777 BRICKELL A MIAMI
3174 Evelyn Street Tucker, GA 301	KHOURY CHARI	KHOURY EVA	3174 EVELYN S TUCKER
3178 Evelyn Street Tucker, GA 301	JOHN GEORGE		3178 EVELYN S TUCKER
3951 Lavista Road Tucker, GA 301	COX BROADCA	NORTHLAKE FE	3951 LAVISTA R TUCKER
2175 McCully Court Atlanta, GA 301	KATSLOUDAS KRISOULA		2175 MCCULLY ATLANTA
2244 Henderson Mill Road Atlanta	TRIANGLE PARTNERS LLC		5415 REDFIELD DUNWOODY

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Date: March 10, 2023
Applicant: Jiuchikang LLC
Subject: Trip Generation Memo for Henderson Mill Road Massage Establishment

A retail space of 2,000 SF located in the existing shopping center of Briarcliff Village on Henderson Mill Road in Tucker, GA is proposed to be converted into a massage establishment. Southeastern Engineering, Inc. (SEI) has reviewed the development site to estimate the number of trips expected to be generated from the proposed massage establishment land use. The Briarcliff Village shopping center has three accesses along Henderson Mill Road. A plan of Briarcliff Village shopping center showing the location of the retail space is attached in **Appendix A**.

Henderson Mill Road is a four-lane facility, connecting to Briarcliff Road and SR 236 / Lavista Road in the north and south, respectively. Henderson Mill Road provides access to the Briarcliff Village shopping center on the west side of the road and another retail site of the east side of the road. An aerial of site location is shown in **Figure 1** below.



Figure 1 Site Aerial

The number of trips expected to be generated from the massage establishment space were estimated based on the method defined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The proposed massage establishment land-use is not listed in the Trip Generation Manual. Therefore, shopping center land-use was utilized to calculate trips for the retail space as the proposed space is located within a shopping center and matches the land-use description of the proposed retail space. The trip generation for the proposed retail space is summarized in **Table 1**.

Table 1 Trip Generation										
Land Use (ITE Code)	Unit of Measure	Daily Traffic			AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Massage Parlor (820)	2,000 SF	38	38	76	1	1	2	4	4	8

The massage parlor is expected to generate approximately 76 new daily trips (38 entering and 38 exiting). In the AM peak period the site is expected to generate approximately 2 total trips (1 entering; 1 exiting), and in the PM peak period generate approximately 8 total trips (4 entering; 4 exiting). The trip generation report is attached in **Appendix B**.

Appendices

- Appendix A
 - Site Plan
- Appendix B
 - Trip Generation Report

Appendix A

Site Plan

Briarcliff Village

📍 2078-2186 Henderson Mill Road, Atlanta, GA 30345

Center Size: 189,265



SPACE	TENANT	SF
0012C	AVAILABLE	1,250
0022A	AVAILABLE	2,000
0001A	SHOE CARNIVAL	12,931
0001D	KOBE STEAKHOUSE HIBACHI, SUSHI	6,215
0002A	PANERA BREAD	4,942
0003A	PARTY CITY	14,990
0004A	DOLLAR TREE	7,500
0005A	BURLINGTON	25,400
0006A	TJ MAXX	25,992
0007A	PUBLIX	43,454
0008A	ORANGETHEORY FITNESS	3,803
0009A	SUBWAY	1,000
0010A	AZTEC JEWELERS	1,418
0012B	MYEYEDR.	2,000
0012D	WEIGHT WATCHERS	1,764
0014A	SALON LOFTS	8,030
0015	EMPIRE BEAUTY SCHOOL	9,290
0017A	NAIL STAR	1,500
0018A	GREAT EXPRESSIONS DENTAL	2,000
0019A	ROSE DESIGNS AND ALTERATIONS	1,282
0020A	ANGIE'S BEAUTY SUPPLY	3,000
0021A	MIRACLE EAR	965
0100	JPMORGAN CHASE BANK	2,526
0200	CHIPOTLE MEXICAN GRILL	2,396
0300	SMOOTHIE KING	667

1 of 1

This site plan is not a representation, warranty or guarantee as to size, location, identity of any tenant, the suite number, address or any other physical indicator or parameter of the property and for use as approximated information only. The improvements are subject to changes, additions, and deletions as the architect, landlord, or any governmental agency may direct or determine in their absolute discretion.

Appendix B

Trip Generation Report

Trip Generation Summary

Alternative: Alternative 1

Phase:

Open Date: 3/8/2023

Project: New Project

Analysis Date: 3/8/2023

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
820	Massage Parlor 2 1000 Sq. Ft. GLA		38	38	76		1	1	2		4	4	8
Unadjusted Volume			38	38	76		1	1	2		4	4	8
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		1	1	2
Volume Added to Adjacent Streets			38	38	76		1	1	2		3	3	6

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual

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05/03/2023



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GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

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Licensee Details

Licensee Information

Name: Jayce Zheng

Address:

Duluth GA 30096

Primary Source License Information

Lic #:	MT012299	Profession:	Massage Therapy	Type:	Massage Therapist
Secondary:		Method:	Application	Status:	Active
Issued:	8/8/2018	Expires:	10/31/2024	Last Renewal Date:	10/5/2022

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 17, 2023 13:33:43

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GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

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Licensee Details

Licensee Information

Name: YANLING LI

Address:

Lawrenceville GA 30043

Primary Source License Information

Lic #: MT014338	Profession: Massage Therapy	Type: Massage Therapist
Secondary:	Method: Endorsement	Status: Active
Issued: 12/14/2022	Expires: 10/31/2024	Last Renewal Date:

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

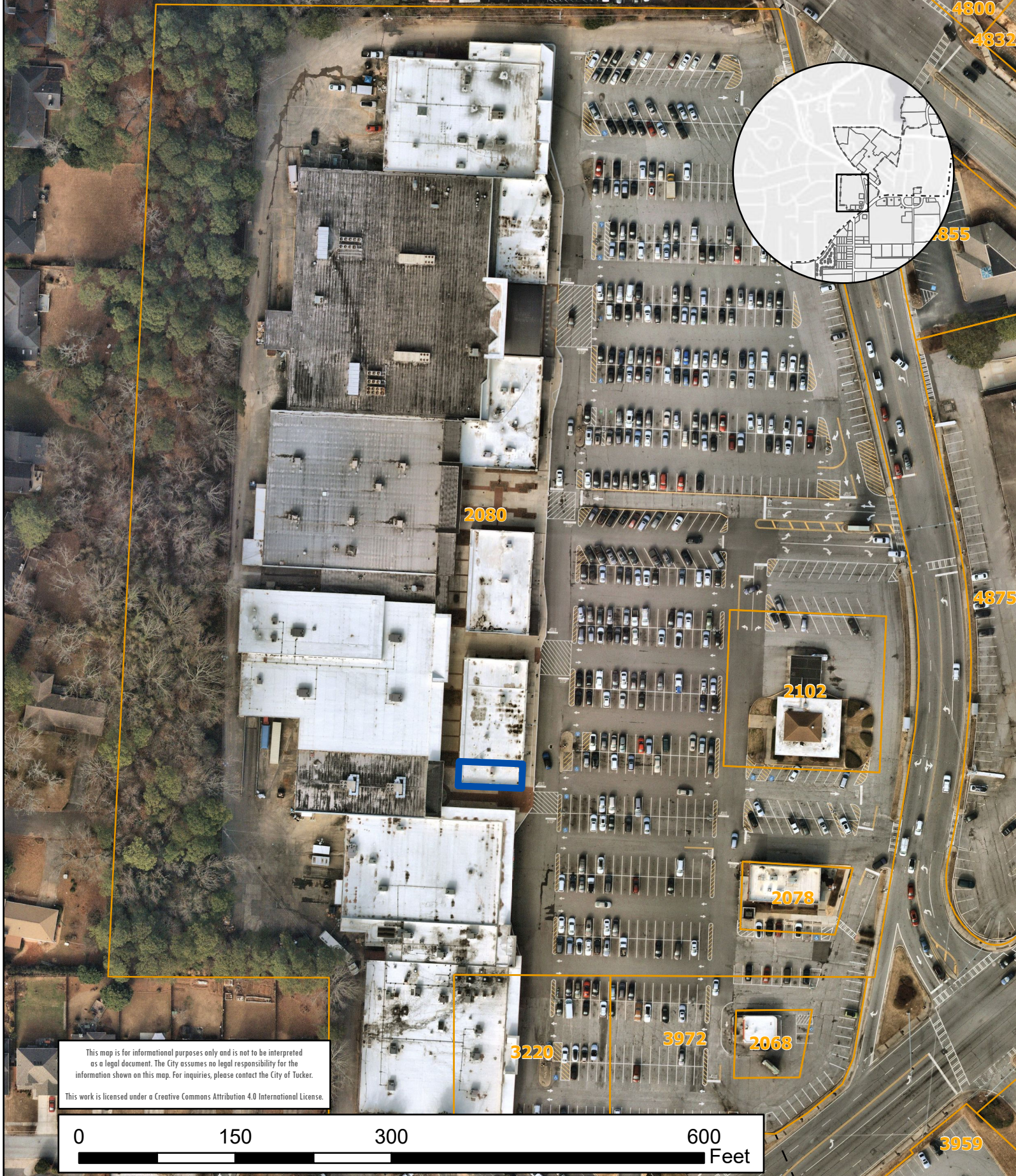
No Other Documents

Data current as of: May 17, 2023 14:0:40

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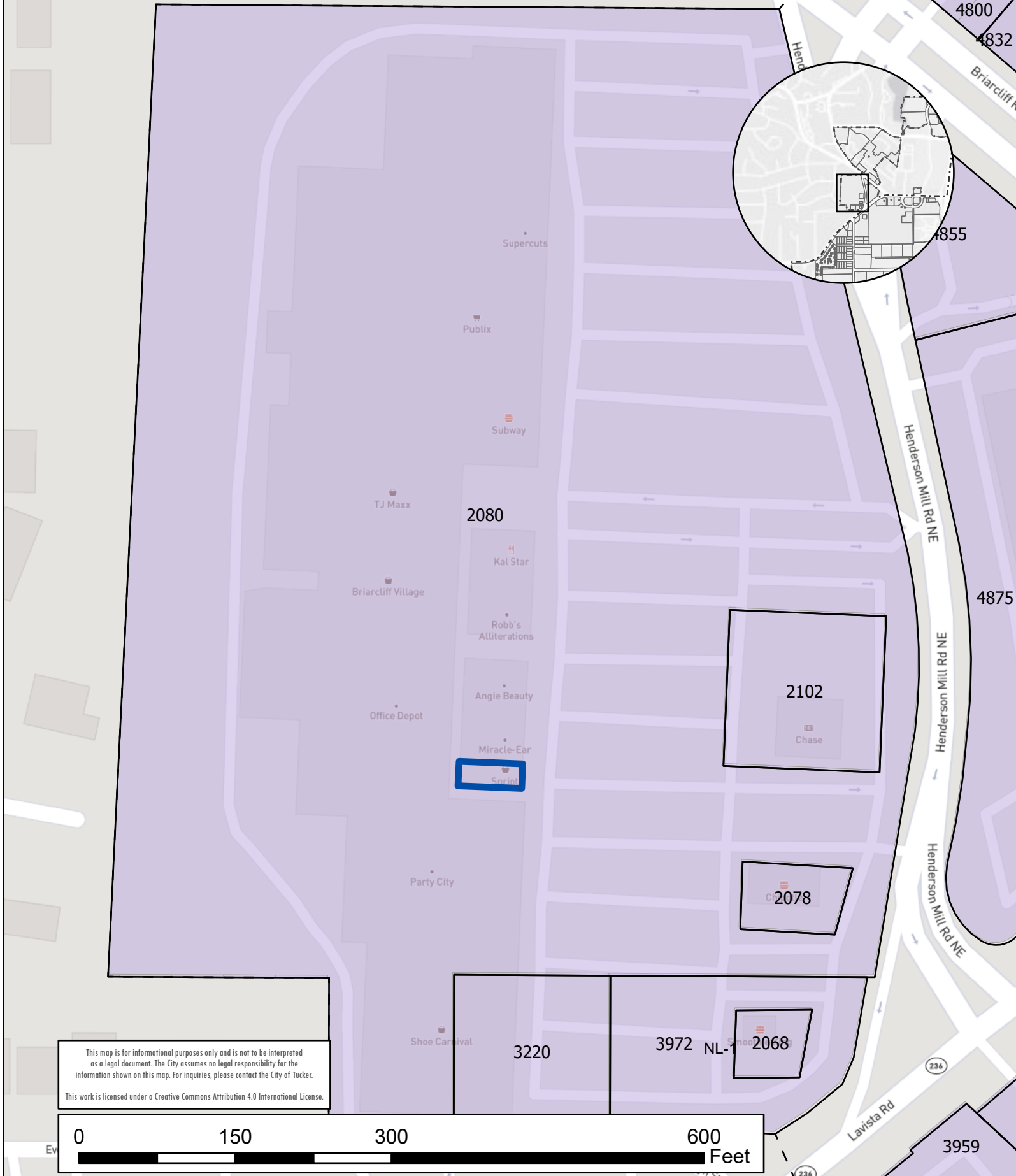
Close Window



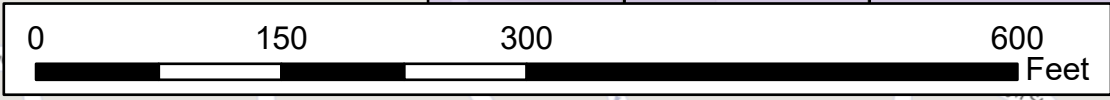


2080 Henderson Mill Rd
 18 209 04 007
 2110 Henderson Mill Rd
 SLUP-23-001 of 287
 Aerial







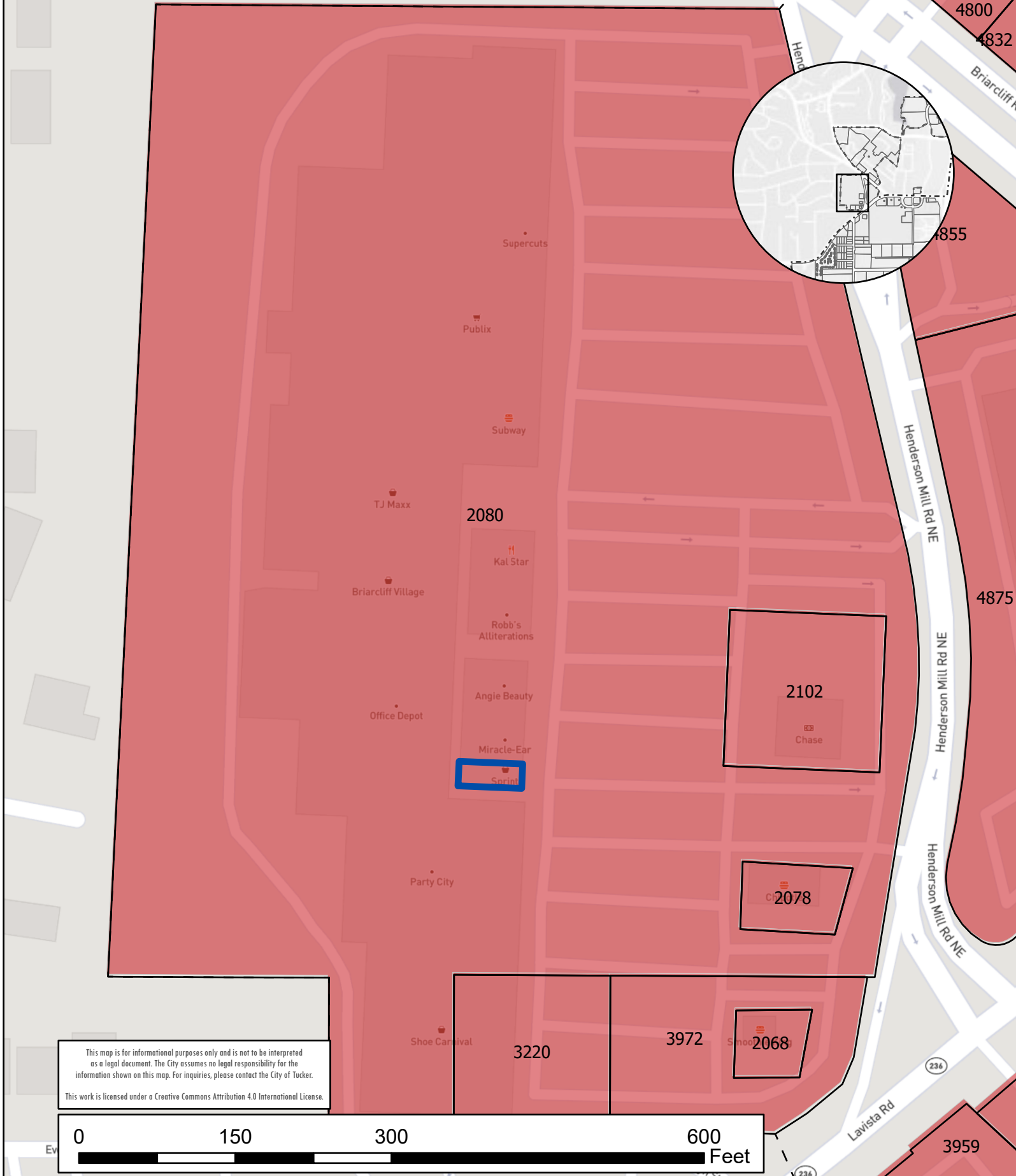
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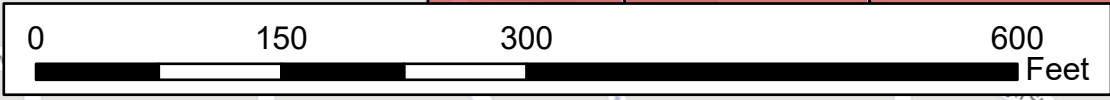
2080 Henderson Mill Rd
18 209 04 007
2110 Henderson Mill Rd
SLUP-230001 of 287
Zoning

-  SLUP
-  NL-1 (High-Intensity Commercial)







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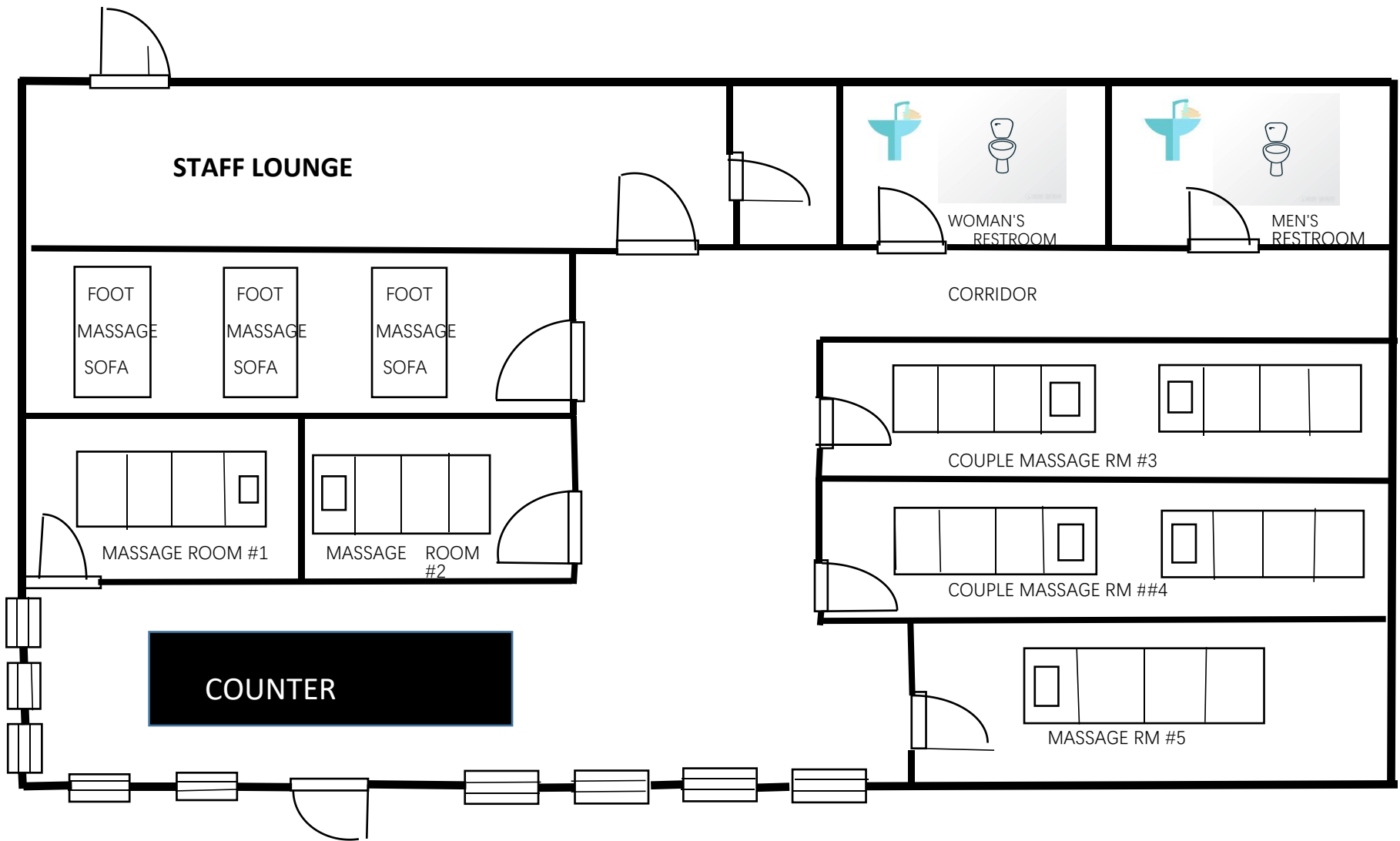


2080 Henderson Mill Rd
18 209 04 007
2110 Henderson Mill Rd
SLUP-230001 of 287
Land Use

-  SLUP
-  Regional Activity Center



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 Credit: City of Tucker, DeKalb County, OpenStreetMap, Mapbox, Atlanta Regional Commission



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CITY OF TUCKER

06/06/2023
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PLANNING & ZONING
DEPARTMENT



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt
CC: Tami Hanlin, City Manager
Date: July 10, 2023
RE: Memo for Bid Award for 2023 Fall Resurfacing

Description for on the Agenda:

Bid Award for 2023 Fall Resurfacing

Issue:

Bid award for 2023 Fall Resurfacing

Recommendation:

Staff recommends that the bid be awarded to CW Matthews in the amount of \$4,777,503.04.

Background:

Based on the Pavement Condition Index scores from our Pavement Management Study, 51 streets were identified for resurfacing this fall.

Projected Resurfacing List (based on \$5M)

#	Street Name	From	To	#	Street Name	From	To
1	GOLDSMITH RD	W RIDGE AVE	EPONCE DE LEON AVE				
		BRENTWOOD SUBDIVISION				PETERS PARK SUBDIVISION	
2	KINGS XING	OLD STONE MOUNTAIN RD	END	26	HERBERT DR	ELM DALE DR	END
3	SHADOW STONE CT	KINGS CROSSING	END	27	CLARK DR	ELM DALE DR	END
4	WINDSONG W AY	KINGS CROSSING	END	28	PINE DR	HERBERT DR	PETERS RD
5	TRAVELER CT	PLANTERS ROW	END	29	PETERS RD	ELM DALE DR	
6	PLANTERS ROW	WINDSONG W AY	END	30	LITTLE MILLER GROVE RD	TUCKER IND RD	
		MONTREAL WOODS (NORTH)				DRAYTON WOODS SUBDIVISION	
7	MONTREAL RD	CANADIAN W AY		31	DRAYTON WOODS CLB	DRAYTON WOODS DR	END
8	QU EBEC CT	CANADIAN W AY	END	32	THEORY W AY	DRAYTON WOODS DR	END
9	WINDING TR	CANADIAN W AY	END	33	DRAYTON WOODS CT	DRAYTON WOODS DR	END
10	ONTARIO CT	CANADIAN W AY	END	34	DARWEN LN	DRAYTON WOODS DR	DRAYTON WOODS DR
11	TORONTO TR	CANADIAN W AY	END	35	DARWEN CT	DARWEN LN	END
12	VANCOUVER DR	CANADIAN W AY	END	36	MELBOURNE CT	DRAYTON WOODS DR	END
13	ADRIAN ST	BROCKETT RD	BANCROFT CIR	37	BRANTFORD DR	DRAYTON WOODS DR	WEYMOUTH CT
		MONTREAL WOODS (SOUTH)		38	DRAYTON WOODS DR	IDLEWOOD RD	BRANTFORD DR
14	JU NEAU CT	MONTREAL RD	ALCAN W AY	39	WEYMOUTH CT	BRANTFORD DR	END
15	MONTREAL W AY	END	END	40	HIRSCH DR	MOUNTAIN IND BLVD	TUCKER IND RD
16	MACKENZIE CT	MONTREAL W AY	END			WELLINGTON SUBDIVISION	
17	ALCAN W AY	MONTREAL RD	JU NEAU CT	41	BONAPARTE CT	BONAPARTE DR	END
18	HALIFAX CT	ALCAN W AY	END	42	SAINT HELENA DR	TUCKER SHAM LN	BONAPARTE DR
		OAK CREST DR		43	WATERLOO CIR	BONAPARTE DR	BONAPARTE DR
19	OAK CREST DR	BROCKETT RD	END	44	TUCKER SHAM LN	BONAPARTE DR	CHAMBLEE TUCKER RD
20	OAK CREST CT	OAK CREST DR	END	45	BONAPARTE DR	TUCKER SHAM LN	CHAMBLEE TUCKER RD
		KINGS MOUNTAIN SUBDIVISION		46	TUCKER SHAM CT	TUCKER SHAM LN	END
21	KINGS MOUNTAIN DR	OLD STONE MOUNTAIN RD	END			BIBB BLVD	
22	KINGS MOUNTAIN CT	KINGS MOUNTAIN DR	END	47	BIBB BLVD	TUCKER INDUSTRIAL BLVD	END
23	KINGS MOUNTAIN W AY	KINGS MOUNTAIN DR	END	48	S BIBB DR	BIBB BLVD	END
		HENDERSON W AY		49	N BIBB DR	BIBB BLVD	END
24	HENDERSON PINES CT	END	END	50	KILMAN DR	END	END
25	HENDERSON W AY	HENDERSON RD	HENDERSON PINES CT	51	SILVER HILL RD	HUGH HOWELL RD	LILBURN STN MOUNTAIN RD

@tuckerga.gov

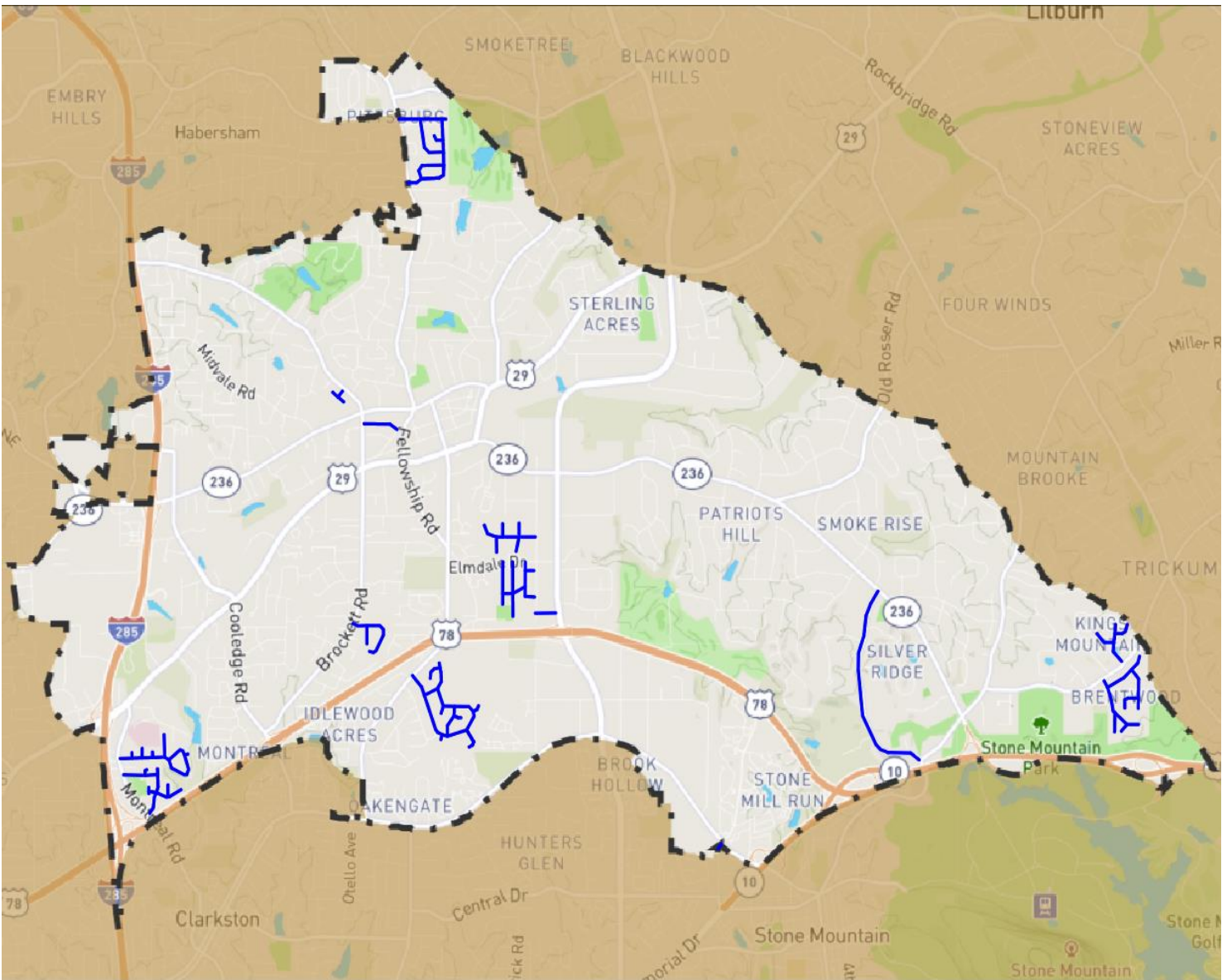
Summary:

Three bids were received:

1. ER Snell \$6,154,684.20
2. CW MATTHEWS \$4,777,503.04
3. Magnum Paving \$5,719,397.25

Financial Impact:

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



A RESOLUTION TO APPROVE A CONTRACT FOR STREET RESURFACING

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

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

WHEREAS, the City has determined through careful review that the lowest reliable bidder in response to said invitation is C.W. Matthews; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tucker while at a regular meeting on July 10, 2023 that by passage of this Resolution contract C2023-023-PO23-536 is hereby approved by the governing authority.

APPROVED:

Frank Auman, Mayor

ATTEST:

Bonnie Warne, City Clerk

(seal)



**CONTRACT AGREEMENT
ITB #2023-023 FALL 2023 STREET RESURFACING**

This Agreement made and entered into this __ day of ___ in the year 202_ ; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and **CW 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 #2023-023** 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 #2023-023**; and

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

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

1.0 Scope of Work

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

EXHIBIT A - SCOPE OF SERVICE
EXHIBIT B - COST PROPOSAL
EXHIBIT C- W-9

EXHIBIT D - CERTIFICATE OF INSURANCE
EXHIBIT E – E-VERIFY AFFIDAVIT
EXHIBIT F- CONTACT INFORMATION
EXHIBIT G - ADDENDUMS
EXHIBIT H – PERFORMANCE AND PAYMENT BONDS

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$4,777,503.04**

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

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

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

authority to terminate the Contract.

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

4.0 Duration of Contract

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

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

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

5.0 Independent Contractor

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

6.0 Indemnification

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

7.0 Performance

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

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

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

7.1 Final Completion, Acceptance, and Payment

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

with the procedures, including the time limits, set forth in section 8.

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

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

11.0 Termination

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

employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

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

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

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

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

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

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

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

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

that were not delivered or rendered by the Contractor.

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

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

12.2 Arbitration

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

Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

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

13.0 Confidential Information

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

by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

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

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

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

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

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

14.0 Inclusion of Documents

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

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

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

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

15.2 Georgia Security and Immigration Compliance Act

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

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Workplace

- 18.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

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

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

18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

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

22.0 Governing Law

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

23.0 Entire Agreement

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

24.0 Special Terms and Conditions

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

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

CITY OF TUCKER:

CONTRACTOR: **CW MATTHEWS CONTRACTING CO. INC**

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

Exhibit A:
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, and resurfacing of 51 streets.

The complete scope, specifications, and other relevant information for ITB 2023-023 2023 Street Resurfacing 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 for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

PROSECUTION AND PROGRESS

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

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

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by 120 calendar days. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 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 posting signs at subdivision entrances. City of Tucker SPLOST signs will be provided for these postings. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings shall be included in the items for the permanent thermoplastic markings.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the pre-existing markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically 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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Some streets will require 1.5" milling and a 2.0" overlay of 9.5mm topping. Some streets will need to be milled 3" and replaced with 1.75" of 19mm binder and 1.25" of 9.5mm topping. A detailed estimate of quantities is shown in Exhibit C. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector. The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.
6. There are 8 existing speed humps (3 on Silver Hill Road and 5 on Adrian Street). Speed humps are to be milled and replaced in kind. Quantities for milling, asphalt, and markings are to be charged to those line items.
7. The use of a MTV (Shuttle Buggy) is not required.

Exhibit B: Cost Proposal **REVISED**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	16,202	\$4.84	\$78,417.68
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	177,097	\$4.86	\$860,691.42
3	Recycled Asphalt Conc., 9.5mm Superpave, Type 1 Incl. Bitum. Material, H Lime & Tack Coat	TN	19,481	\$141.10	\$2,748,769.10
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	1,720	\$129.04	\$221,948.80
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Binder)	TN	1,399	\$129.89	\$181,716.11
6	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching)	TN	3,629	\$183.88	\$667,300.52
9	6' X 40' Traffic Signal Loop	EA	1	\$4,736.84	\$4,736.84
10	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	1,000	\$2.74	\$2,740.00
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	500	\$2.21	\$1,105.00
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	1,000	\$4.67	\$4,670.00
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	316	\$10.95	\$3,460.20
14	Thermoplastic Pvm. Marking, Arrow, Tp 1	EA	8	\$200.00	\$1,600.00
15	Thermoplastic Pvm. Marking, Arrow, Tp 2	EA	1	\$347.37	\$347.37
	Total				\$4,777,503.04

*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.

Proposal Price Certification

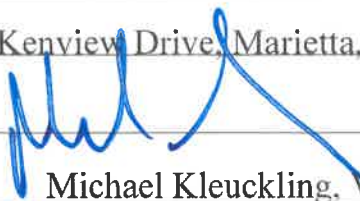
In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

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 C. W. MATTHEWS CONTRACTING CO., INC.

ADDRESS 1600 Kenview Drive, Marietta, Georgia 30060

AUTHORIZED SIGNATURE



PRINT / TYPE NAME Michael Kleuckling, Vice President

CONTACT'S PHONE NUMBER 770-422-7520

CONTACT'S EMAIL ADDRESS mikek@cwmatthews.com



EXHIBIT C

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

**Request for Taxpayer
Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 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.

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.

- Individual/sole proprietor or single-member LLC
 - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 - Other (see Instructions) ▶ _____
 - C Corporation
 - S Corporation
 - Partnership
 - Trust/estate
- 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.

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.

P. O. BOX 970

6 City, state, and ZIP code

MARIETTA, GEORGIA 30061

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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 ▶

Brenda B. Nation

Date ▶ June 27, 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.



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		
			EACH OCCURENCE	AGGREGATE	
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)	12-31-23	Bodily Injury and Property Damage Combined	\$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	12-31-23	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 01-01-23 to 12-31-23	Workers' Compensation – Statutory		
			Employers' Liability - \$1,000,000 Each Accident		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: Project: ITB #2023-023; 2023 Fall Street Resurfacing.					
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

invoice@tuckerga.gov

DATE ISSUED: June 20, 2023

BY:

SHELDON FRAM
DIRECTOR OF RISK MANAGEMENT
C. W. MATTHEWS CONTRACTING CO., INC.



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:	C. W. MATTHEWS CONTRACTING CO., INC.
Solicitation/Bid number or Project Description:	ITB#2023-023, 2023 Fall Street Resurfacing

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

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

32751
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

August 18, 2006
Date of Authorization

C. W. MATTHEWS CONTRACTING CO., INC.

Name of Contractor

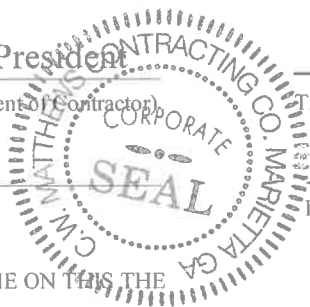
I hereby declare under penalty of perjury that the foregoing is true and correct

Michael Kleuckling, Vice President
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)


Signature (of Authorized Officer or Agent)

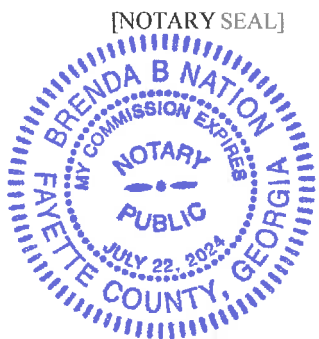
June 27, 2023
Date Signed



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
27th DAY OF June, 2023

Brenda B. Nation
Notary Public **Brenda B. Nation**

My Commission Expires: July 22, 2024





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:	CW Matthews
Subcontractor's (Your) Name	Atlanta Paving and Concrete
Solicitation/Bid number or Project Description:	ITB 2023-023 Fall Resurfacing

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

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

65784
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/5/2007
Date of Authorization

Atlanta Paving and Concrete
Name of Subcontractor

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

Mandy Neese
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

6/26/23
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26th DAY OF June, 2023

Angie Boswell
Notary Public

[NOTARY SEAL]

My Commission Expires: Jan 8, 2027

Angie Boswell
NOTARY PUBLIC
Paulding County, GEORGIA
My Commission Expires 01/08/2027

EXHIBIT E-3



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:	C. W. MATTHEWS CONTRACTING CO., INC.
Subcontractor's (Your) Name	Highway Services, Inc
Solicitation/Bid number or Project Description:	Tucker 2023 Fall Landscaping

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

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

189206
 Federal Work Authorization User Identification Number
 (E-Verify Company Identification Number)
Highway Services Inc
 Name of Subcontractor

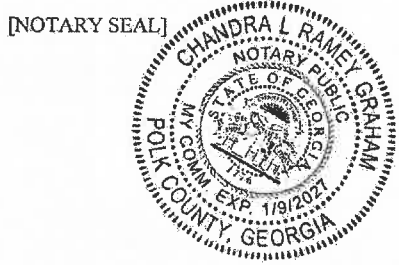
1/28/2009
 Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct
KIM B COLEMAN
 Printed Name (of Authorized Officer or Agent of Contractor)
Kim B Coleman
 Signature (of Authorized Officer or Agent)

President
 Title (of Authorized Officer or Agent of Contractor)
6/19/2023
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19 DAY OF June, 2023
Chandra L Ramey Graham
 Notary Public



My Commission Expires: _____

EXHIBIT E-4



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:	C. W. MATTHEWS CONTRACTING CO., INC.
Subcontractor's (Your) Name	Riverside Traffic Solutions, LLC
Solicitation/Bid number or Project Description:	City of Tucker - Fall Resurfacing 2023

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

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

2027427
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)
Riverside Traffic Solutions, LLC
 Name of Subcontractor

11/22/2022
 Date of Authorization

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

Brandon A. Oravetz
 Printed Name (of Authorized Officer or Agent of Contractor)

Vice-President
 Title (of Authorized Officer or Agent of Contractor)

Brandon A. Oravetz
Digitally signed by Brandon A. Oravetz
 DN: cn=Brandon A. Oravetz, o=Riverside Traffic Solutions, LLC, c=US
 Date: 2023.06.26 16:26:52 -0400
 Signature (of Authorized Officer or Agent)

06/26/2023
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26 DAY OF June, 2023

Emily C. Wallace
 Notary Public

[NOTARY SEAL]

My Commission Expires: 5.5.2026

Emily Catharine Wallace
 NOTARY PUBLIC
 Meriwether County, GEORGIA
 My Commission Expires 05/05/2026

EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: ITB#2023-023, 2023 Fall Street Resurfacing

Contractor Information:

Primary Contact Person: Michael Kleuckling

Title: Vice President Telephone Number: 770-422-7520

Secondary Contact Person: None

Title: None Telephone Number: None

Address: 1600 Kenview Drive

City / State / Zip: Marietta, Georgia 30060

Mailing Address (If different than above): P. O. Drawer 970

City / State / Zip: Marietta, Georgia 30061

E-mail Address: mikek@cwmatthews.com

Federal Employee ID Number (FEIN): 58-0652729

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB 2023-023

Fall Street Resurfacing

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

 June 27, 2023

SIGNATURE

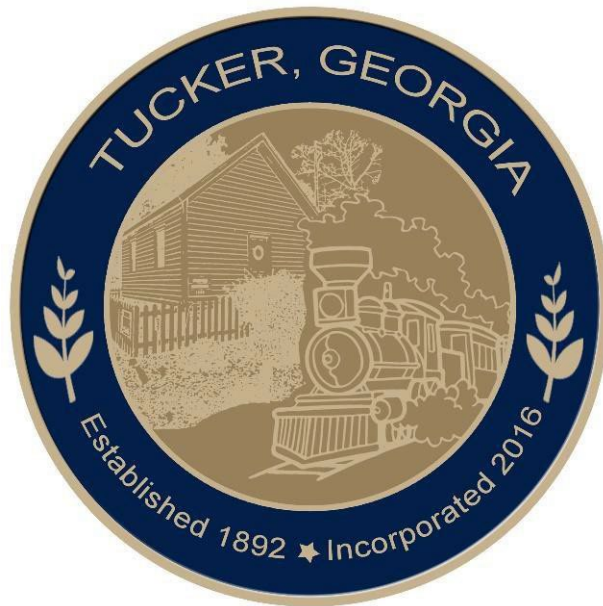
DATE



City of Tucker

Invitation to Bid
ITB # 2023-023

2023 FALL STREET RESURFACING



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30234

City of Tucker Invitation to Bid
ITB #2023-023
2023 FALL STREET RESURFACING

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the 2023 Fall Street Resurfacing Project. Proposals will be accepted until the date and time listed below and will be awarded to the lowest reliable bidder. Addenda and updates to this bid manual will be posted on the City of Tucker website https://www.tuckerga.gov/government/rfp_rfq/index.php or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	May 30, 2023
Pre-Bid Conference	N/A
Deadline for Questions	June 13, 2023, at 5:00 p.m.
Responses to Questions Posted (Addenda)	June 15, 2023
Bid Deadline	June 27, 2023, at 1:00 p.m.
Award at Council Meeting	July 10, 2023 (Tentative)
Completion from Notice to Proceed	120 calendar days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov reference Bid #2023-023.

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

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

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Response electronically to procurement@tuckerga.gov with the subject line ITB #2023-023. The email must contain the vendor contact information.

BID TABULATON: Preliminary Bid results will be posted on the City’s website, https://www.tuckerga.gov/government/rfp_rfq/index.php, following the opening of bids.

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Cost Proposal Form
2. W-9 Form
3. Certificate of Insurance
4. Contractor Affidavit
5. Subcontractor Affidavit
6. Bid Bond Form
7. Contact Form

ITB #2023-023 2023 STREET RESURFACING

8. Proposed List of Subcontractors
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum

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

If a sample contract is attached to this manual, by submitting a bid, you consent, upon award, to executing such an agreement and/or to substantially similar contract language.

Exhibit A:
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, and resurfacing of 51 streets.

The complete scope, specifications, and other relevant information for ITB 2023-023 2023 Street Resurfacing 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 for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

PROSECUTION AND PROGRESS

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

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

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by 120 calendar days. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 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 posting signs at subdivision entrances. City of Tucker SPLOST signs will be provided for these postings. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings shall be included in the items for the permanent thermoplastic markings.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the pre-existing markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically 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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Some streets will require 1.5" milling and a 2.0" overlay of 9.5mm topping. Some streets will need to be milled 3" and replaced with 1.75" of 19mm binder and 1.25" of 9.5mm topping. A detailed estimate of quantities is shown in Exhibit C. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector. The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.
6. There are 8 existing speed humps (3 on Silver Hill Road and 5 on Adrian Street). Speed humps are to be milled and replaced in kind. Quantities for milling, asphalt, and markings are to be charged to those line items.
7. The use of a MTV (Shuttle Buggy) is not required.

Exhibit B: Cost Proposal

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	16,202		
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	177,097		
3	Recycled Asphalt Conc., 9.5mm Superpave, Type 1 Incl. Bitum. Material, H Lime & Tack Coat	TN	19,481		
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	1,720		
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching)	TN	1,399		
6	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching)	TN	3,629		
9	6' X 40' Traffic Signal Loop	EA	1		
10	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	1,000		
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	500		
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	1,000		
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	316		
14	Thermoplastic Pvmt. Marking, Arrow, Tp 1	EA	8		
15	Thermoplastic Pvmt. Marking, Arrow, Tp 2	EA	1		
	Total				

*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.

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 _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

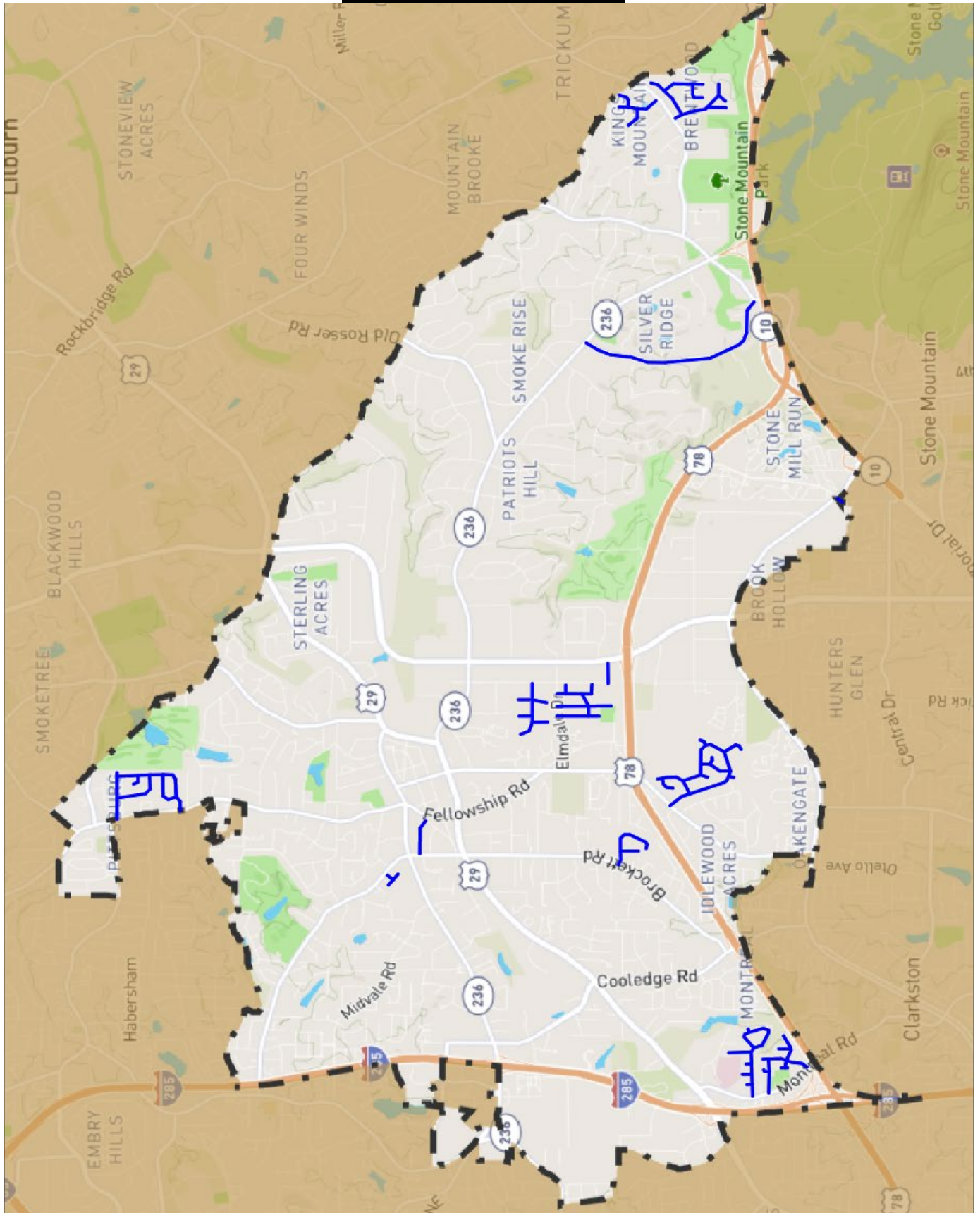
CONTACT’S PHONE NUMBER _____

CONTACT’S EMAIL ADDRESS _____

Exhibit C: Detailed Estimates

	Street Name	From	To	LF	WIDTH, LF	Area, SY	3" MILL, SY	1.5" MILL, SY	Patching, Ton	9.5 MM, Ton	19 MM, Ton	12.5 MM, Ton	THERMO 5" WHITE (LF)	THERMO 5" YELLOW (LF)	THERMO 8" WHITE (LF)	THERMO 24" WHITE (LF)	THERMO TP-1 ARROW, EA	THERMO TP-2, EA	6' X 40' TRAFFIC SIGNAL LOOP, EA	
1	WINDSONG WAY																			
2	KINGS XING	OLD STONE MOUNTAIN RD	END	2660	27	7980		7980		878						22				
3	SHADOWSTONE CT	KINGS CROSSING	END	600	27	1800		1800		198										
4	WINDSONG WAY	KINGS CROSSING	END	1880	27	5640		5640	475	620										
5	TRAVELER CT	PLANTERS ROW	END	1000	27	3150		3150		347										
6	PLANTERS ROW	WINDSONG WAY	END	1600	27	4800		4800		528										
7	CANADIAN WAY																			
7	CANADIAN WAY	MONTREAL RD	END	4200	26	12133		12133		1335						16				
8	QUEBEC CT	CANADIAN WAY	END	400	26	1156		1156		127										
9	WINNIPEG TR	CANADIAN WAY	END	400	26	1156		1156	368	127										
10	ONTRARIO CT	CANADIAN WAY	END	400	26	1156		1156		127										
11	VANCOUVER DR	CANADIAN WAY	END	750	26	2167		2167		238										
12	TORONTO TRL	CANADIAN WAY	END	260	26	751		751		83										
13	ADRIAN ST	BROCKETT RD	BANCROFT CIR	1300	26	3756		3756	0	413						32	16			
14	ALCAN WAY																			
14	JUNEAU CT	MONTREAL RD	ALCAN WAY	1785	26	5157		5157		567						16				
15	MONTREAL WAY	END	END	2100	26	6067		6067		667										
16	MACKENZIE CT	MONTREAL WAY	END	700	26	2022		2022	352	222										
17	ALCAN WAY	MONTREAL RD	JUNEAU CT	1200	26	3467		3467		381						16				
18	HALIFAX CT	ALCAN WAY	END	370	26	1069		1069		118										
19	OAK CREST DR																			
19	OAK CREST DR	BROCKETT RD	END	2350	26.5	6919		6919	160	761										
20	OAK CREST CT	OAK CREST DR	END	725	26.5	2135		2135		235							16			
21	KINGS MOUNTAIN WAY																			
21	KINGS MOUNTAIN DR	OLD STONE MOUNTAIN RD	END	1600	27	4800		4800		528						16				
22	KINGS MOUNTAIN CT	KINGS MOUNTAIN DR	END	700	27	2100		2100	175	231										
23	KINGS MOUNTAIN WAY	KINGS MOUNTAIN DR	END	1190	27	3570		3570		413										
24	HENDERSON WAY																			
24	HENDERSON PINES CT	END	END	830	27	2490		2490	80	274										
25	HENDERSON WAY	HENDERSON RD	HENDERSON PINES CT	310	27	930		930		102						16				
26	CLARK DR																			
26	HERBERT DR	ELMDALE DR	END	1400	26	4044		4044		445						16				
27	CLARK DR	ELMDALE DR	END	1670	26	4824		4824		531						16				
28	PINE DR	HERBERT DR	PETERS RD	825	26	2383		2383	325	262										
29	PETERS RD	ELMDALE DR		1660	26	4796		4796		528						16				
30	LITTLE MILLER GROVE RD	TUCKER IND RD		370	24	987		987		109										
31	DRAYTON WOODS DR																			
31	DRAYTON WOODS CLB	DRAYTON WOODS DR	END	185	26.5	545		545		60										
32	THEORY WAY	DRAYTON WOODS DR	END	900	26.5	2650		2650		292										
33	DRAYTON WOODS CT	DRAYTON WOODS DR	END	525	26.5	1546		1546		170										
34	DARWEN LN	DRAYTON WOODS DR	DRAYTON WOODS DR	1100	26.5	3239		3239		356										
35	DARWEN CT	DARWEN LN	END	485	26.5	1428		1428	665	157										
36	MELBOURNE CT	DRAYTON WOODS DR	END	500	26.5	1472		1472		162										
37	BRANTFORD DR	DRAYTON WOODS DR	WEYMOUTH CT	1360	26.5	4004		4004		440										
38	DRAYTON WOODS DR	IDLEWOOD RD	BRANTFORD DR	5620	26.5	16548		16548		1820						16				
39	WEYMOUTH CT	BRANTFORD DR	END	765	26.5	2253		2253		248										
40	HIRSCH DR	MOUNTAIN IND BLVD	TUCKER IND RD	760	27	2280		2280	50		251	188					32			
41	SAINTE HELENA DR																			
41	BONAPARTE CT	BONAPARTE DR	END	640	26.5	1884		1884		207										
42	SAINT HELENA DR	TUCKERSHAM LN	BONAPARTE DR	1546	26.5	4552		4552		501										
43	WATERLOO CIR	BONAPARTE DR	BONAPARTE DR	1550	26.5	4564		4564	430	502										
44	TUCKERSHAM LN	BONAPARTE DR	CHAMBLEE TUCKER RD	1740	26.5	5123		5123		564										
45	BONAPARTE DR	TUCKERSHAM LN	CHAMBLEE TUCKER RD	3160	26.5	9304		9304		1023										
46	TUCKERSHAM CT	TUCKERSHAM LN	END	400	26.5	1178		1178		130										
47	BIBB BLVD																			
47	BIBB BLVD	TUCKER INDUSTRIAL BLVD	END	2240	28	6969		6969		575	767									
48	S BIBB DR	BIBB BLVD	END	690	28	2147		690	224	57	76									
49	N BIBB DR	BIBB BLVD	END	613	28	1907		1907		157	210									
50	KILMAN DR	END	END	1400	28	4356		4356		359	479									
51	SILVER HILL RD	HUGH HOWELL RD	LILBURN STONE MTN RD	4250	28	13222		13222	325	1454			1000	1000	70	20	1	1		
				65714		194574		16202	17097	3629	19481	1399	1720		1000	1000	316	36	1	1

Exhibit D: Location Map





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	
Solicitation/Bid number or Project Description:	

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

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

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

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

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

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

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

Date of Authorization

Name of Subcontractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Contact Information Form

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

Full Legal Name of Company: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: _____

Federal Employee ID Number (FEIN): _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) _____ at

(Address of Contractor) _____

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

(Name of Surety) _____

(Address of Surety) _____

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Oblige) City of Tucker Georgia

(Address of Oblige) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Oblige, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2023-023
FALL 2023 STREET RESURFACING**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia,

upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20 ____ .

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(SEAL)

(Address)

(Witness as to Surety)



**CONTRACT AGREEMENT
ITB #2023-023 FALL 2023 STREET RESURFACING**

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

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

WHEREAS, the City of Tucker has caused **Invitation to Bid #2023-023** 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 #2023-023**; and

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

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

1.0 Scope of Work

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

- EXHIBIT A - SCOPE OF SERVICE**
- EXHIBIT B - COST PROPOSAL**
- EXHIBIT C- W-9**
- EXHIBIT D - CERTIFICATE OF INSURANCE**

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

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed **\$00.00**

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

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

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

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

4.0 Duration of Contract

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

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

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

5.0 Independent Contractor

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

6.0 Indemnification

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

7.0 Performance

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

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

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

7.1 Final Completion, Acceptance, and Payment

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

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

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

11.0 Termination

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

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

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

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

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

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

remedies.

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

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

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

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

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

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

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

12.2 Arbitration

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

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

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

13.0 Confidential Information

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

confidential information, then:

- (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- 13.2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 13.3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 13.4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 13.5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

14.0 Inclusion of Documents

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

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

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

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

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

15.2 Georgia Security and Immigration Compliance Act

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

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Workplace

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

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

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

18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

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

22.0 Governing Law

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

23.0 Entire Agreement

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

24.0 Special Terms and Conditions

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

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

CITY OF TUCKER:

CONTRACTOR: **CONTRACTOR NAME**

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

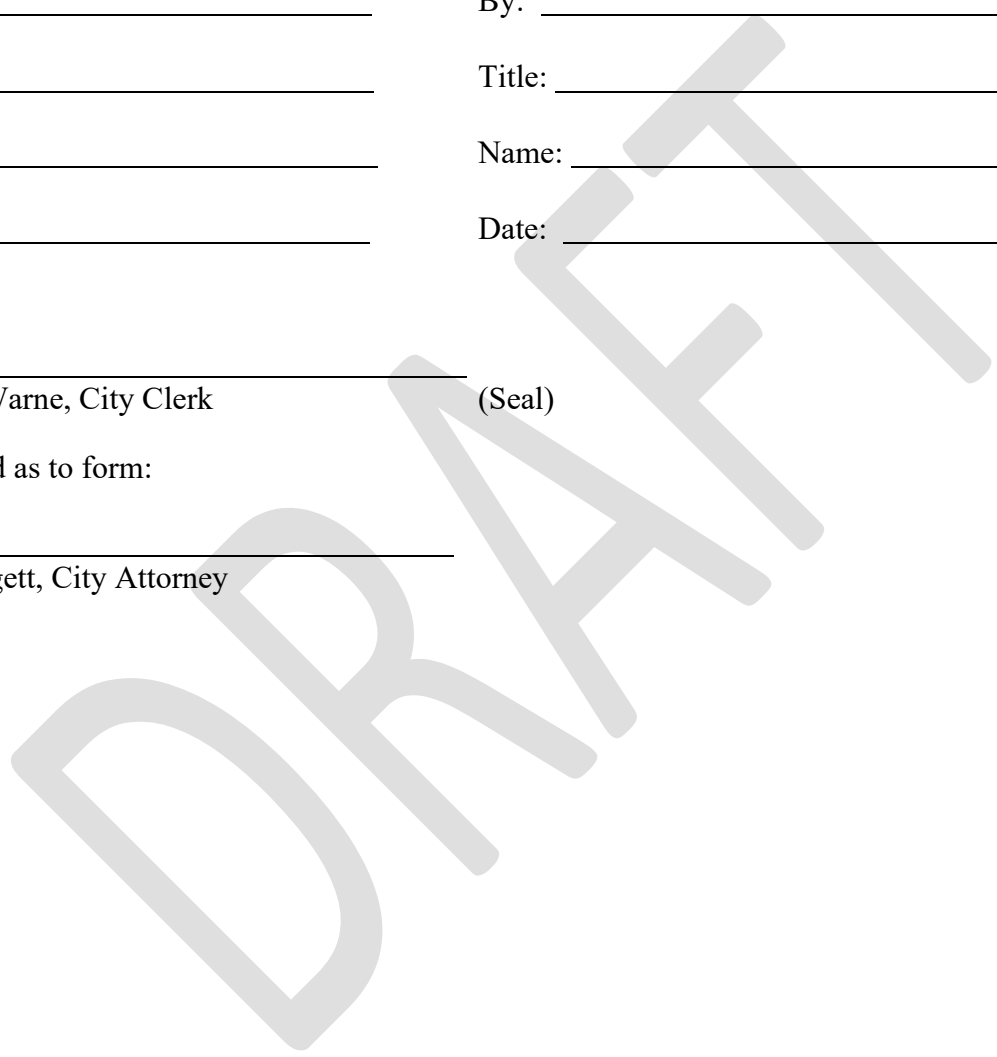
Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

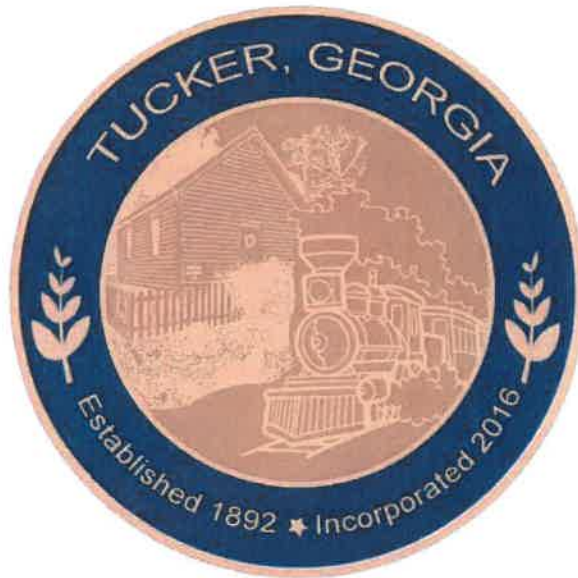
Ted Baggett, City Attorney



City of Tucker

Invitation to Bid
ITB # 2023-023

2023 FALL STREET RESURFACING



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30234



Bidder: C. W. MATTHEWS CONTRACTING CO., INC.

**City of Tucker Invitation to Bid
ITB #2023-023
2023 FALL STREET RESURFACING**

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the 2023 Fall Street Resurfacing Project. Proposals will be accepted until the date and time listed below and will be awarded to the lowest reliable bidder. Addenda and updates to this bid manual will be posted on the City of Tucker website https://www.tuckerga.gov/government/rfp_rfq/index.php or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	May 30, 2023
Pre-Bid Conference	N/A
Deadline for Questions	June 13, 2023, at 5:00 p.m.
Responses to Questions Posted (Addenda)	June 15, 2023
Bid Deadline	June 27, 2023, at 1:00 p.m.
Award at Council Meeting	July 10, 2023 (Tentative)
Completion from Notice to Proceed	120 calendar days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov reference Bid #2023-023.

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

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

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Response electronically to procurement@tuckerga.gov with the subject line ITB #2023-023. The email must contain the vendor contact information.

BID TABULATON: Preliminary Bid results will be posted on the City’s website, https://www.tuckerga.gov/government/rfp_rfq/index.php, following the opening of bids.

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Cost Proposal Form
2. W-9 Form
3. Certificate of Insurance
4. Contractor Affidavit
5. Subcontractor Affidavit
6. Bid Bond Form
7. Contact Form

ITB #2023-023 2023 STREET RESURFACING

8. Proposed List of Subcontractors
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum

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

If a sample contract is attached to this manual, by submitting a bid, you consent, upon award, to executing such an agreement and/or to substantially similar contract language.

Exhibit A:
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, and resurfacing of 51 streets.

The complete scope, specifications, and other relevant information for ITB 2023-023 2023 Street Resurfacing 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 for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

PROSECUTION AND PROGRESS

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

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

Normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list and permanent striping) that is not completed by 120 calendar days. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule by subdivision prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing scheduled activities for the following week.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 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 posting signs at subdivision entrances. City of Tucker SPLOST signs will be provided for these postings. The City will be responsible for notification to individual property owners.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work. Payment for temporary pavement markings shall be included in the items for the permanent thermoplastic markings.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

ADJUSTING UTILITY STRUCTURES TO GRADE

All sewer manholes and water valves are to be adjusted by the DeKalb County Department of Watershed Management. The contractor shall coordinate required utility adjustments with the CEI inspector.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift. These final pavement markings shall match the pre-existing markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically 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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-023 2023 FALL STREET RESURFACING

qualified products list.

Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Some streets will require 1.5" milling and a 2.0" overlay of 9.5mm topping. Some streets will need to be milled 3" and replaced with 1.75" of 19mm binder and 1.25" of 9.5mm topping. A detailed estimate of quantities is shown in Exhibit C. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector. The city and contractor will coordinate to identify patching areas to be marked at a minimum of 7.5' so a milling machine can be used.
6. There are 8 existing speed humps (3 on Silver Hill Road and 5 on Adrian Street). Speed humps are to be milled and replaced in kind. Quantities for milling, asphalt, and markings are to be charged to those line items.
7. The use of a MTV (Shuttle Buggy) is not required.

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB 2023-023

Fall Street Resurfacing

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

 June 27, 2023

SIGNATURE

DATE



ITB 2023-023 Fall Street Resurfacing

ADDENDUM #1

	QUESTION	ANSWER
1	<p>Could you help me distinguish the difference between bid items 5 & 6. They appear to be the same.</p> <p style="padding-left: 40px;">5 Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching) TN 1,399</p> <p style="padding-left: 40px;">6 Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching) TN 3,629</p>	<p style="color: red;">Bid item #5 should have been 19mm binder. This is to be placed on identified streets at a depth of 1.75". Exhibit B has been revised to reflect this change.</p>
2	<p>Would the City please consider extending completion time to 180 CD.?</p>	<p style="color: red;">The completion time is 120 days. Additional days may be added due to imclement weather. The goal is to complete this project during this paving season.</p>
3	<p>Can line items be added for speed hump replacement and provide a detail for same? Does the speed hump include striping of speed hump?</p>	<p style="color: red;">There are 8 existing speed humps (3 on Silver Hill Road and 5 on Adrian Street). Speed humps are to be milled and replaced in kind. Quantities for milling, asphalt, and markings are to be charged to those line items. (3" milling, 9.5mm asphalt, Tp 1 pavement arrows. City staff will coordinate with the contractor on the replacement of speed humps.</p>
4	<p>If no line is added for speed hump replacement, please tell us how we are to be paid and advise us where to include this cost.</p>	<p style="color: red;">See response to Question #3 above.</p>

Exhibit B: Cost Proposal **REVISED**

<u>Item #</u>	<u>Item Description</u>	<u>UNIT</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mill Asphalt Conc. Pavement, 3" (Inch) Depth	SY	16,202	\$4.84	\$78,417.68
2	Mill Asphalt Conc. Pavement, 1.5" (Inch) Depth	SY	177,097	\$4.86	\$860,691.42
3	Recycled Asphalt Conc., 9.5mm Superpave, Type 1 Incl. Bitum. Material, H Lime & Tack Coat	TN	19,481	\$141.10	\$2,748,769.10
4	Recycled Asphalt Conc., 12.5mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat	TN	1,720	\$129.04	\$221,948.80
5	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Binder)	TN	1,399	\$129.89	\$181,716.11
6	Recycled Asphalt Conc., 19mm Superpave, Incl. Bitum. Material, H Lime & Tack Coat (Patching)	TN	3,629	\$183.88	\$667,300.52
9	6' X 40' Traffic Signal Loop	EA	1	\$4,736.84	\$4,736.84
10	Thermoplastic Solid Traffic Stripe, 5" Yellow	LF	1,000	\$2.74	\$2,740.00
11	Thermoplastic Solid Traffic Stripe, 5" White	LF	500	\$2.21	\$1,105.00
12	Thermoplastic Solid Traffic Stripe, 8" White	LF	1,000	\$4.67	\$4,670.00
13	Thermoplastic Solid Traffic Stripe, 24" White	LF	316	\$10.95	\$3,460.20
14	Thermoplastic Pvm. Marking, Arrow, Tp 1	EA	8	\$200.00	\$1,600.00
15	Thermoplastic Pvm. Marking, Arrow, Tp 2	EA	1	\$347.37	\$347.37
	Total				\$4,777,503.04

*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.

Proposal Price Certification

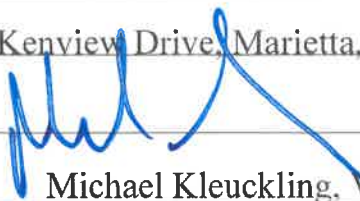
In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

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 C. W. MATTHEWS CONTRACTING CO., INC.

ADDRESS 1600 Kenview Drive, Marietta, Georgia 30060

AUTHORIZED SIGNATURE



PRINT / TYPE NAME Michael Kleuckling, Vice President

CONTACT'S PHONE NUMBER 770-422-7520

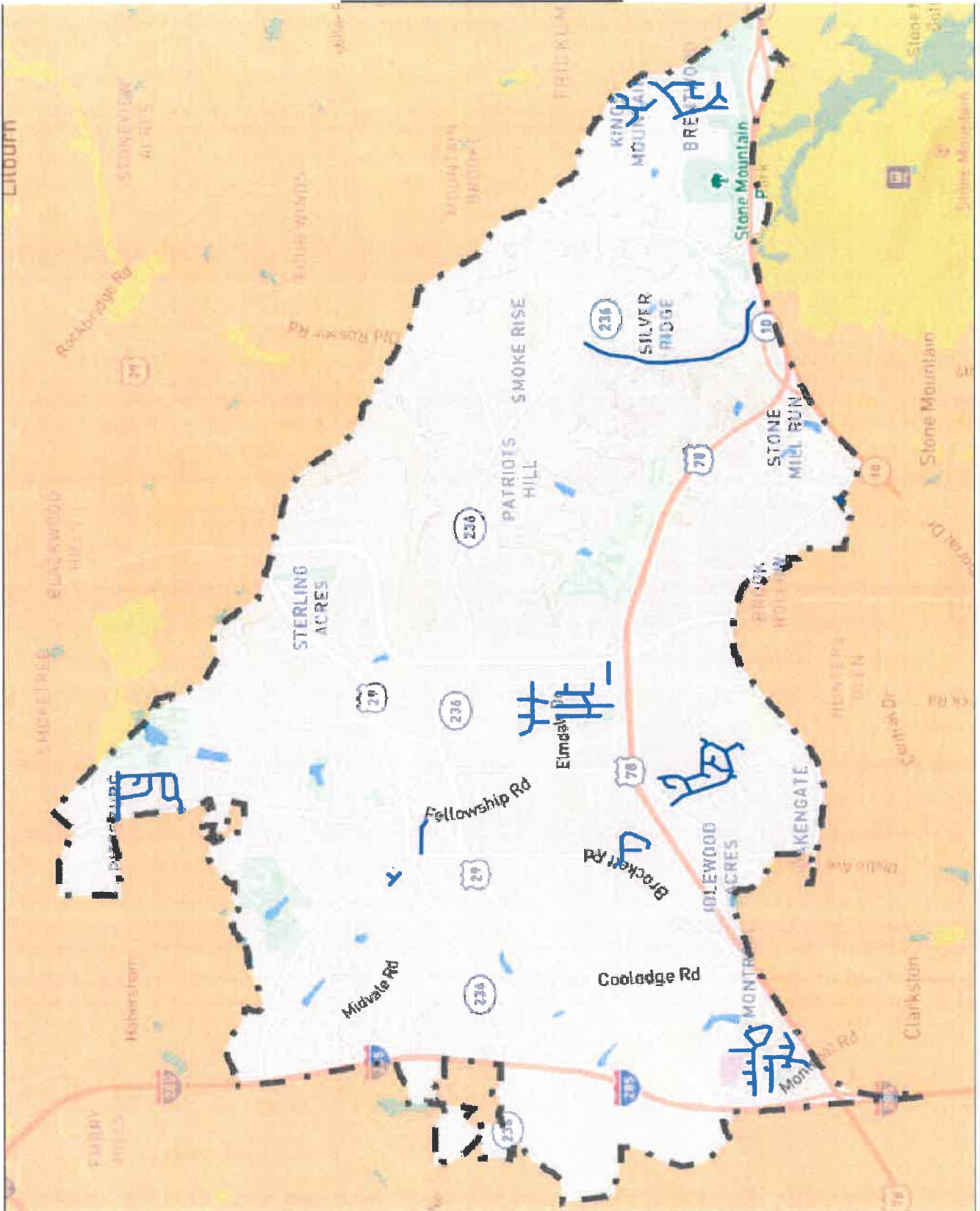
CONTACT'S EMAIL ADDRESS mikek@cwmatthews.com



Exhibit C: Detailed Estimates

Street Name	From	To	LF	WIDTH LF	Area, SY	3" MIL, SY	1.5" MIL, SY	Patching, Ton	9.5 MM, Ton	1.9 MM, Ton	12.5 MM, Ton	THERMO 5" WHITE (L,F)	THERMO 5" YELLOW (L,F)	THERMO 8" WHITE (L,F)	THERMO 14" WHITE (L,F)	THERMO TP-3 ARROW, EA	THERMO TP-2, EA	4" X 4" TRAFFIC SIGNAL LOOP, EA	
WINDSONG WAY																			
1	KINGS XING	OLD STONE MOUNTAIN RD	END	2660	27	72820	72820									22			
2	SHADOWSTONE CT	KINGS CROSSING	END	600	27	16200	16200												
3	WINDSONG WAY	KINGS CROSSING	END	1880	27	50840	50840	475											
4	TRAVELER CT	PLANTERS ROW	END	1050	27	28350	28350												
5	PLANTERS ROW	WINDSONG WAY	END	1600	27	43200	43200												
CANADIAN WAY																			
7	CANADIAN WAY	MONTREAL RD	END	4200	26	109200	109200									15			
8	QUEBEC CT	CANADIAN WAY	END	400	26	10400	10400												
9	WINNIPEG TR	CANADIAN WAY	END	400	26	10400	10400												
10	ONTARIO CT	CANADIAN WAY	END	400	26	10400	10400												
11	VANCOUVER DR	CANADIAN WAY	END	750	26	19500	19500												
12	TORONTO TRL	CANADIAN WAY	END	260	26	6760	6760												
13	ADRIAN ST	BROCKETT RD	BANCROFT CLR	1300	26	33800	33800	0	415						22	16			
ALCAN WAY																			
14	JUNEAU CT	MONTREAL RD	ALCAN WAY	1785	26	46410	46410									16			
15	MONTREAL WAY	END	END	2300	26	59700	59700												
16	WACKENZIE CT	MONTREAL WAY	END	700	26	18200	18200	352											
17	ALCAN WAY	MONTREAL RD	JUNEAU CT	1200	26	31200	31200									16			
18	HALIFAX CT	ALCAN WAY	END	970	26	25140	25140												
OAK CREST DR																			
19	OAK CREST DR	BROCKETT RD	END	2350	26.5	62275	62275	160	280										
20	OAK CREST CT	OAK CREST DR	END	870	26.5	23055	23055												16
KINGS MOUNTAIN WAY																			
21	KINGS MOUNTAIN DR	OLD STONE MOUNTAIN RD	END	1300	27	35100	35100									16			
22	KINGS MOUNTAIN CT	KINGS MOUNTAIN DR	END	700	27	18900	18900												
23	KINGS MOUNTAIN WAY	KINGS MOUNTAIN DR	END	1190	27	32130	32130												
HENDERSON WAY																			
24	HENDERSON PINES CT	END	END	850	27	22950	22950	80	274										
25	HENDERSON WAY	HENDERSON RD	HENDERSON PINES CT	310	27	8370	8370		102							16			
CLARK DR																			
26	HERBERT DR	ELMDALE DR	END	1400	26	36400	36400		445										16
27	CLARK DR	ELMDALE DR	END	1670	26	43420	43420		531										
28	PINE DR	HERBERT DR	PETERS RD	825	26	21450	21450	127	262										
29	PETERS RD	ELMDALE DR		1660	26	43160	43160		528							16			
30	LITTLE MILLER GROVE RD	TUCKER IND RD		370	24	8880	8880		108										
DRAYTON WOODS DR																			
31	DRAYTON WOODS CLB	DRAYTON WOODS DR	END	185	26.5	4902.5	4902.5		60										
32	THEORY WAY	DRAYTON WOODS DR	END	900	26.5	23850	23850		292										
33	DRAYTON WOODS CT	DRAYTON WOODS DR	END	525	26.5	13912.5	13912.5		170										
34	DARWEN LN	DRAYTON WOODS DR	DRAYTON WOODS DR	3100	26.5	82150	82150		356										
35	DARWEN CT	DARWEN LN	END	485	26.5	12852.5	12852.5	665	157										
36	MELBOURNE CT	DRAYTON WOODS DR	END	500	26.5	13275	13275		162										
37	BRANTFORD DR	DRAYTON WOODS DR	WEYMOUTH CT	1360	26.5	36060	36060		440										
38	DRAYTON WOODS DR	IDLEWOOD RD	BRANTFORD DR	1870	26.5	49552.5	49552.5		587							16			
39	WEYMOUTH CT	BRANTFORD DR	END	745	26.5	19742.5	19742.5		245										
40	HERSCH DR	MOUNTAIN IND BLVD	TUCKER IND RD	750	27	20250	20250	50	251	168									
BONAPARTE DR																			
41	BONAPARTE CT	BONAPARTE DR	END	640	26.5	16960	16960		207										
42	SAINY HELENA DR	TUCKERSHAM LN	BONAPARTE DR	6545	26.5	173442.5	173442.5		501										
43	WATERLOO CIR	BONAPARTE DR	BONAPARTE DR	1350	26.5	35675	35675	430	502										
44	TUCKERSHAM LN	BONAPARTE DR	CHAMBLEE TUCKER RD	1740	26.5	46110	46110		564										
45	BONAPARTE DR	TUCKERSHAM LN	CHAMBLEE TUCKER RD	2310	26.5	61115	61115		1023										
46	TUCKERSHAM CT	TUCKERSHAM LN	END	400	26.5	10600	10600		130										
BIBB BLVD																			
47	BIBB BLVD	TUCKER INDUSTRIAL BLVD	END	2240	28	62720	62720		575	767									
48	S BIBB DR	BIBB BLVD	END	680	28	19040	19040	126	57	76									
49	N BIBB DR	BIBB BLVD	END	615	28	17220	17220		157	210									
50	KILMAN DR	END	END	1400	28	39200	39200		479										
51	SILVER HILL RD	HUGH HOWELL RD	LILBURN STONE MTN RD	4260	28	119280	119280	820	1454							70	2	1	1
				65714		194574		16202	177097	1670	15481	1399	1720			316	36	1	1

Exhibit D: Location Map



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.
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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P. O. BOX 970

6 City, state, and ZIP code
MARIETTA, GEORGIA 30061

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	0	6	5	2	7	2	9
---	---	---	---	---	---	---	---	---	---

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.

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 ▶ *Brenda B. Nation* Date ▶ June 27, 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.



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		
			EACH OCCURENCE	AGGREGATE	
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)	12-31-23	Bodily Injury and Property Damage Combined	\$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	12-31-23	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 01-01-23 to 12-31-23	Workers' Compensation – Statutory		
			Employers' Liability - \$1,000,000 Each Accident		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:

Project: ITB #2023-023; 2023 Fall Street Resurfacing.

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

invoice@tuckerga.gov

DATE ISSUED: June 20, 2023

BY: *Sheldon Fram*

SHELDON FRAM
DIRECTOR OF RISK MANAGEMENT
C. W. MATTHEWS CONTRACTING CO., INC.



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:	C. W. MATTHEWS CONTRACTING CO., INC.
Solicitation/Bid number or Project Description:	ITB#2023-023, 2023 Fall Street Resurfacing

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

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

32751
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

August 18, 2006
Date of Authorization

C. W. MATTHEWS CONTRACTING CO., INC.

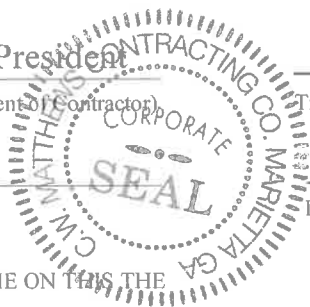
Name of Contractor

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

Michael Kleuckling, Vice President
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)


Signature (of Authorized Officer or Agent)

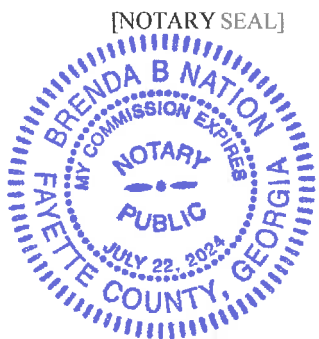


June 27, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
27th DAY OF June, 2023

Brenda B. Nation
Notary Public **Brenda B. Nation**

My Commission Expires: July 22, 2024





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:	CW Matthews
Subcontractor's (Your) Name	Atlanta Paving and Concrete
Solicitation/Bid number or Project Description:	ITB 2023-023 Fall Resurfacing

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

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

65784
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/5/2007
Date of Authorization

Atlanta Paving and Concrete
Name of Subcontractor

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

Mandy Neese
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

6/26/23
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26th DAY OF June, 2023

Angie Boswell
Notary Public

[NOTARY SEAL]

My Commission Expires: Jan 8, 2027

Angie Boswell
NOTARY PUBLIC
Paulding County, GEORGIA
My Commission Expires 01/08/2027



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:	C. W. MATTHEWS CONTRACTING CO., INC.
Subcontractor's (Your) Name	Highway Services, Inc
Solicitation/Bid number or Project Description:	Tucker 2023 Fall Landscaping

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

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

189206
 Federal Work Authorization User Identification Number
 (E-Verify Company Identification Number)
Highway Services Inc
 Name of Subcontractor

1/28/2009
 Date of Authorization

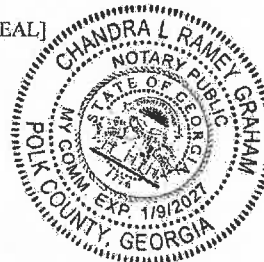
I hereby declare under penalty of perjury that the foregoing is true and correct
KIM B COLEMAN
 Printed Name (of Authorized Officer or Agent of Contractor)
Kim B Coleman
 Signature (of Authorized Officer or Agent)

President
 Title (of Authorized Officer or Agent of Contractor)
6/19/2023
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19 DAY OF June, 2023
Chandra L Ramey Graham
 Notary Public

[NOTARY SEAL]



My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	C. W. MATTHEWS CONTRACTING CO., INC.
Subcontractor's (Your) Name	Riverside Traffic Solutions, LLC
Solicitation/Bid number or Project Description:	City of Tucker - Fall Resurfacing 2023

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

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

2027427
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
Riverside Traffic Solutions, LLC
Name of Subcontractor

11/22/2022
Date of Authorization

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

Brandon A. Oravetz
Printed Name (of Authorized Officer or Agent of Contractor)

Vice-President
Title (of Authorized Officer or Agent of Contractor)

Brandon A. Oravetz
Signature (of Authorized Officer or Agent)

06/26/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26 DAY OF June, 2023

Emily C. Wallace
Notary Public

[NOTARY SEAL]

My Commission Expires: 5.5.2026

Emily Catharine Wallace
NOTARY PUBLIC
Meriwether County, GEORGIA
My Commission Expires 05/05/2026

Contact Information Form

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

Full Legal Name of Company: ITB#2023-023, 2023 Fall Street Resurfacing

Contractor Information:

Primary Contact Person: Michael Kleuckling

Title: Vice President Telephone Number: 770-422-7520

Secondary Contact Person: None

Title: None Telephone Number: None

Address: 1600 Kenview Drive

City / State / Zip: Marietta, Georgia 30060

Mailing Address (If different than above): P. O. Drawer 970

City / State / Zip: Marietta, Georgia 30061

E-mail Address: mikek@cwmatthews.com

Federal Employee ID Number (FEIN): 58-0652729

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) C.W. Matthews Contracting Co., Inc. at

(Address of Contractor) 1600 Kenview Drive, Marietta, GA 30060

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

(Name of Surety) Federal Insurance Company

(Address of Surety) 202B Hall's Mill Road, Whitehouse Station, NJ 08889

A corporation of the State of Indiana, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Oblige) City of Tucker Georgia

(Address of Oblige) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Oblige, in the penal sum of Five Percent of the Total Amount Bid Dollars (\$ (5% total amount bid)) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2023-023
FALL 2023 STREET RESURFACING**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia,

upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 27th day of June A.D., 20 23 .



[Signature]
(Principal Secretary) Michael D. Bell

C.W. Matthews Contracting Co., Inc.
(Principal)

[Signature]
(Witness to Principal) Brenda B. Nation
1600 Kenview Drive, Marietta, GA 30060
(Address)

BY: [Signature]
Michael Kleuckling, Vice President
1600 Kenview Drive, Marietta, GA 30060
(Address)
Federal Insurance Company
(Surety)

ATTEST:

BY: [Signature]
(Attorney-in-Fact) and Resident Agent Holli Orr
[Signature]
(Attorney-in-Fact) Jennifer Westmoreland
3330 Cumberland Blvd SE, Suite 675, Atlanta, Georgia 30339
(Address)

(SEAL)

[Signature]
(Witness as to Surety) Dipal Savaliya, Witness as to Surety

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 Holli Orr, Jennifer Westmoreland and Wesley P. Williams of Atlanta, 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 3rd day of November, 2022.

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 3rd day of November, 2022 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. 2316685
Commission Expires July 16, 2024

[Signature]
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 June 27th, 2023



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

B. List of Proposed Subcontractors for

City of Tucker – ITB NO. 2023-023, Fall Street Resurfacing

NAME OF SUBCONTRACTOR	TYPE OF WORK
Riverside Traffic Solutions LLC	Traffic Signals
Highway Services Inc.	Pavement Markings
Atlanta Paving & Concrete	Speed Humps

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF PRINCIPAL INDIVIDUALS
January 1, 2023

<u>Individual's Name</u>	<u>Present Position Or Office</u>	<u>Years of Construction Experience</u>	<u>Hire Date</u>	<u>Years With CWM</u>	<u>Magnitude and Type of Work</u>	<u>In What Capacity</u>
Robert E. Matthews	Chairman of Board Director	59	1965	57	Executive	Management
Daniel P. Garcia	President	27	2013	10	Executive	Management
Michael D. Bell	Executive Vice President Secretary/Treasurer	27	1995	27	Executive	Management
Jeff C. Shropshire	Senior Vice President	34	1990	32	Major Projects	Field Management
William G. White	Senior Vice President	34	1988	34	Asphalt Construction	Field Management
Frank P. Crumbley	Senior Vice President	39	1996	26	Roadway Construction	Field Management
Lee T. Smith, Jr.	Senior Vice President	22	2000	22	Asphalt Plants	Field Management
Mike L. Kleuckling	Vice President	40	1988	34	Estimating	Management
Benny M. Brown, Jr.	Vice President Assistant Secretary	19	2003	19	General & Administration	Management
John M. Faress	Vice President	29	2009	13	Equipment	Field Management
Adam M. Grist	Vice President	23	2005	17	Structures Division	Field Management
Sheldon K. Fram	Corporate Counsel	25	2006	16	Risk Management	Management
Robert W. Thompson, Jr.	Division Vice President	44	1979	43	Estimating & Design Build	Management
Thomas J. Roginsky	Division Vice President	40	1995	27	Information Technology	Management
Ray A. Rodriguez	Division Vice President	30	1995	27	Human Resources	Management
Kevin T. Eubanks	Division Vice President	24	1998	24	Roadway Constructoin	Field Management
Ryan L. Beech	Division Vice President	22	2006	16	Major Projects	Field Management
Andrew G. Brooks	Division Vice President	19	2005	17	Terminal and Quality Control	Field Management
Michael P. Nadolski	Division Vice President	16	2008	14	Design Build	Management
Ronald C. Eubanks, Jr.	Division Vice President	22	2023	0	Water & Sewer	Field Management

C. W. MATTHEWS CONTRACTING CO., INC.
 SCHEDULE OF CONTRACTS COMPLETED
 December 31, 2022

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
GOOD PAVT PRESERVATION SR 68, SR 236, SR 145, JACKSON HILLS, TOWN OF WESLEY, DRAINAGE, COBB EMERGENCY	624,100	PAVEMENT PRESERVATION	GEORGIA DOT	Brian Jennings	705-593-2644
HARPO COUNTY TRNG & TRPLOT ROAD PROJECT 2022	406,715	DRAINAGE REPAIR	COBB COUNTY DOT	DENISE HATABIAN	770-528-3656
GOOD PAVT PRESERVATION SR 60, LUMPKIN	2,353,697	MILLING/RESURFACING	HARALSON COUNTY COB	Terry Edwards	770-846-3278
2022 RECLAMATION & RESURFACING VARIOUS ROADS, LAMAR	466,503	PAVEMENT PRESERVATION	GEORGIA DOT	Ruben McQuilten	705-348-4848
T-Nch P98 Foundations-Sun To Player & Company	1,276,753	RESURFACING	LAMAR COUNTY BOC	JAMES RIGDON	770-538-5090
2022 ASPHALT CONTRACT 1, PAULDING COUNTY	180,975	FOUNDATION DEMO & INSTALL	CITY OF ATLANTA	BRIAN RISCHAR (PLAYER & COMPANY)	678-469-5301
GOOD PAVT PRESERVATION SR11, WHITE	4,530,182	MILLING/RESURFACING	PAULDING COUNTY BOC	DERRICK BAXTER	770-445-4759
NCCS MCPHAIL DRIVE, COBB	79,500	PAVEMENT PRESERVATION	GEORGIA DOT	Mich Garmon	705-348-4848
TERMINAL B EMERGENCY REPAIRS	20,017	ROAD IMPROVEMENTS	NORTH COBB CHRISTIAN SCHOOL	TODD CLINGMAN	770-461-8603
GOOD PAVT PRESERVATION SR 17, WHITE	1,086,050	EMERGENCY REPAIR	CITY OF ATLANTA	JIM REZAC (BRENT SCARBROUGH)	404-631-1367
GOOD PAVT PRESERVATION SR 115, WHITE	1,118,000	PAVEMENT PRESERVATION	GEORGIA DOT	Timothy Swank	770-528-3656
COBB EMERGENCY GORDY PARKWAY	489,212	PAVEMENT PRESERVATION	COBB COUNTY DOT	CHRIS PRATHER	705-802-2899
CITY OF LAGRANGE RENEWABLE FOB	-	MILLING/RESURFACING	CITY OF LAGRANGE	BRIAN RISCHAR (PLAYER & COMPANY)	678-468-5301
Fuel Slab Replacement (Player & Company)	146,294	FUEL SLAB REPLACEMENT	CITY OF ATLANTA		
	450,974,680				

- * We are Subcontractors on these jobs.
- ^ Joint Ventures
- # Five year contract was agreed upon with unit prices, not quantities. No official contract amount

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED

December 31, 2021

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/DISEIGNER	PHONE #
CITY OF ATLANTA FC-9403 VARIOUS ST RESURF, FULTON	14,393,616	STREET RESURFACING & MAINTENANCE	CITY OF ATLANTA	MICHAEL WORD	404-330-8204
CITY OF ALPHARETTA, RUCKER RD IMPR, ITR17-011	18,552,622	COORDIOR IMPROVEMENTS	CITY OF ALPHARETTA	AARON WADLEY	404-326-4522
FC-9982 CITY OF ATL LOCAL GROUP 2 RESURF, FULTON	3,963,335	RESURFACING	CITY OF ATLANTA	JESSEE R. DAGEN	404-546-0110
CV12-02 BID 18-20 LAKE JOY RD IMP PHASE 4, HOUSTON	9,017,206	ROAD IMPROVEMENTS	HOUSTON COUNTY PUBLIC WORKS	RONNIE HEAD	478-987-4280
CASS WHITE RD 0015144, BARTOW	7,712,081	WIDENING	BARTOW COUNTY COMMISSIONER	DAVID MOORE - SOUTHLAND ENGINEERING	770-387-0440
IFB#7-7-004 CITY OF POWDER SPRINGS, COBB	2,024,693	WIDENING/RECONSTRUCTION	CITY OF POWDER SPRINGS	BUDDY ALLISON	770-971-5607
X2116 OLD HWY 41 OVER CSX RR, COBB	4,484,241	HIGHWAY BRIDGE REPLACEMENT	COBB COUNTY DOT	DEANISE HATABIAN	770-528-3656
CHURCH ST WIDENING, HOUSTON	1,847,070	WIDENING	HOUSTON COUNTY PUBLIC WORKS	BRIAN JONES	478-642-2115
X2409-120 EASTBOUND RAMPS @ RIVERSIDE PKWY, COBB	2,959,980	THROUGHFARE IMPROVEMENTS	COBB COUNTY DOT	DEANISE HATABIAN	770-528-3656
X2338 LCST MTN RD @ MIDWAY/MIRROR LAKE, COBB	1,387,442	INTERSECTION IMPROVEMENTS	COBB COUNTY DOT	DEANISE HATABIAN	770-528-3656
#19-4448 NORTH APRON HANGAR AREA REHAB, COBB	2,321,495	AREA REHABILITATION	COBB COUNTY DOT	JAMES MORIN	770-293-9118
M005911 SR63, DAWSONFORSYTH	5,614,628	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	GERRAL SMALLS	770-535-5759
CV118-03 2018 SPLOST THOMPSON MILL RD WIDEN, HOUSTON	2,632,282	WIDENING	HOUSTON COUNTY PUBLIC WORKS	RICK SAUNDERS	478-963-1228
M005340 SR 108 RESURF/SHOULDER REHAB, LAMAR/PIKE	1,585,045	MILLING/RESURFACING	GEORGIA DOT	CHASTITY WALKER	706-646-6100
M005669 1476 SR408 RESURF, BIBB/MONROE	20,514,086	MILLING/RESURFACING/SURFACE TREATMENT	GEORGIA DOT	JONATHAN GALVIN	478-757-2801
M005883 SR422/SR10 RESURF, CLARKE	10,798,157	MILLING/RESURFACING	GEORGIA DOT	KELVIN MULLINS	770-532-5500
M005874 L75 BUTTS/LAMAR/MONROE	18,041,300	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	JOEY DAVIS	706-384-7269
M006008 SHOULDER REHAB I86/SR403, BANKS/FRANKLIN	24,829,704	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	GEORGE JOHNSON	706-646-6100
M005826 SR11 RESURFACING, BIBB	658,540	MILLING/RESURFACING	GEORGIA DOT	THILLIE LOVETT	478-055-7151
M005968 SR400 RESURFACING, FULTON	9,047,584	PAVEMENT REHAB	GEORGIA DOT	CHRIS WOODS	770-216-3810
RUNWAY 1230 THOMASTON UPSON CO AIRPORT, UPSON	1,984,360	PAVEMENT REHAB	THOMASTON/UPSON COUNTY AIRPORT AUTHORITY	LESLIE WEAVER (CROY)	770-971-5607
00160598 I7B #1781B FY2019 RESURFACING, FAYETTE	3,026,646	MILLING/RESURFACING	FAYETTE COUNTY BOC	CHRISTINA PILOTTI (CROY)	770-971-5607
M005919 SR21 N. OF SMITH AVE, CHATHAM	2,390,951	MILLING/RESURFACING	GEORGIA DOT	RAY SAPP	912-451-1214
# TROUP COUNTY RESURFACING, TROUP, 2020 5 YEAR CONTRACT	1,177,217	MILLING/RESURFACING	TROUP COUNTY BOC	LINDSEY HOOKS	770-983-3232
CITY OF PERRY-HOUSTON COUNTY LMIG CONTRACTS	334,017	RESURFACING	TROUP COUNTY BOC	PATRICK CROOKS	478-972-2274
M005103 SR 14 RESURFACING, HARRIS/TROUP	3,275,831	GRADING, RESURFACING	CITY OF PERRY	RONNIE KENT	706-646-6900
M005300 SR224 RESURF & SHLDR REHAB, HOUSTON/MACON	4,944,410	MILLING/RESURFACING	GEORGIA DOT	WILLIAM BOYD	404-559-6699
M006040 US19/SR3 (HWY 41) MILL INLAY RESURF, CLAYTON	5,737,595	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	BRANDON NASH	404-559-6699
M006041 US19/SR3 (HWY 41) MILL INLAY RESURF, COBB	6,560,565	MILLING/RESURFACING	GEORGIA DOT	DALE FERRIS	404-559-6699
M006043 SR166 MILL & RESURF, DOUGLAS	3,252,632	MILLING/RESURFACING	GEORGIA DOT	DALE FERRIS	404-559-6699
* 20-107257 PDK 11 TAXIWAY IMP, DEKALB (sub to Astra)	1,130,084	RESURFACING	DEKALB COUNTY	SHELLEY MERENESS (Astra Group)	770-982-9300
M005839 SR184 AT SR17 TO SC LINE, STEPHENS	1,147,373	MILLING/RESURFACING	GEORGIA DOT	JILL GARLAND	770-532-5500
M005871 I-75/SR401 RESURFACING, MONROE	10,819,600	MILLING/RESURFACING	GEORGIA DOT	DONALD STULL	478-465-7151
#2017B1-25848K-DB ROAD RESURF, FULTON	4,385,834	MILLING/RESURFACING	FULTON COUNTY DEPARTMENT OF PUBLIC WORKS	BEBE LOVE	404-412-6316
CARTERSVILLE-BARTOW AIRPORT RUNWY REHAB & EMAS, BARTOW	8,038,824	RUNWAY PAVEMENT REHAB	CARTERSVILLE-BARTOW COUNTY AIRPORT	LESLIE WEAVER (CROY)	770-971-5607
M006003-M006004 SR 113 SR274 CARROLL/HARALSON	2,772,836	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	ESTEVAN RODRIGUEZ	770-946-5522
0016885 VARIOUS COUNTY ROADS, HEARD	337,804	RESURFACING/SHOULDER REHAB	GEORGIA DOT	CHRISTOPHER STEWART	708-946-4115
M006007 US 27 SR1, CHATTOOGA/FLOYD	3,390,347	RESURFACING & MAINTENANCE	GEORGIA DOT	KATHY ZAHL	820-820-8427
M006001 SR 20 SPUR, FANNIN	1,404,379	RESURFACING & MAINTENANCE	GEORGIA DOT	JORDAN CLEMENT	706-272-2211
M005868 SR 14, FULTON	3,388,023	MILLING/RESURFACING	GEORGIA DOT	RUBEN MCCOLLORS	404-559-6699
M005908 SR 247, HOUSTON	3,585,929	MILLING/RESURFACING	GEORGIA DOT	GREG L. JONES	706-046-7521
M005988 SR 515, PICKENS	3,905,069	MILLING/RESURFACING	GEORGIA DOT	ROBBIE BELL	706-036-7606
M006000 SR 52, GULMER	1,694,813	MILLING/RESURFACING	GEORGIA DOT	ROBBIE BRITAIN	770-533-7343
RFP 220-928 SR 59 ROUNDABOUT, BANKS (inside ROW)	9,244,550	PAVEMENT MARKINGS UPGRADES	BANKS COUNTY	JORDAN CLEMENT	770-387-3609
2021 Paving Rebid, Macomb/Bibb	1,147,495	CONSTRUCTION OF A ROUNDABOUT	MACOMB/BIBB COUNTY	ERIN DECKER	706-477-6901
M005992 SR13, DEKALB	2,095,908	MILLING/RESURFACING	GEORGIA DOT	ASHA ANDERSON	478-751-7651
2021 LMIG STREET IMP, CRAWFORD	542,257	RESURFACING & MAINTENANCE	CRAWFORD COUNTY BOC	BORDEN POLK	478-757-1169
RFP 220-928 SR 59 ROUNDABOUT, BANKS (Outside ROW)	385,753	CONSTRUCTION OF A ROUNDABOUT	REINICKE ATHENS, INC.	HAYES HOFSTADTER	706-508-4323
GOOT PAVT PRESERVATION VAR ROUTES, HENRY/SPALDING	517,593	PAVEMENT PRESERVATION	GEORGIA DOT	RYAN SIMMONS	706-508-4323
GOOT PAVT PRESERVATION SR60, FANNIN	2,113,091	RESURFACING & MAINTENANCE	GEORGIA DOT	KRAIG COLLINS	404-559-6699
GOOT PAVT PRESERVATION SR60, FANNIN	559,741	PAVEMENT PRESERVATION	GEORGIA DOT	SAMANTHA HENRY	678-721-5278
IFB#2-001 OAKLEY INDUSTRIAL BLVD, CITY OF FAIRBURN	3,230,840	MILLING/RESURFACING	CITY OF FAIRBURN	GEORGE JOHNSON	706-046-6100
HARRIS CO. 2021 LMIG PAVING	2,609,883	MILLING/RESURFACING	HARRIS COUNTY BOC	LESTER THOMPSON	770-964-2244
GOOT PAVT PRESERVATION SR 1 BUS, WALKER	982,810	RESURFACING	OCONEE COUNTY BOC	NANCY MCMICHAEL	706-528-4558
GOOT PAVT PRESERVATION SR 1 BUS, WALKER	3,662,258	MILLING/RESURFACING	OCONEE COUNTY BOC	MELISSA BRASWELL	706-786-2944
GOOT PAVT PRESERVATION SR 2, RABUN	384,940	MILLING/RESURFACING	GEORGIA DOT	SAMANTHA HENRY	678-721-5374
ASPHALT RESURFACING VARIOUS ROADS, HEARD CO.	547,400	RESURFACING	HEARD COUNTY BOC	SONJA GARLAND	706-548-4848
GOOT PAVT PRESERVATION I-85 @ SR 20, GWINNETT	794,323	MILLING/RESURFACING	GEORGIA DOT	HOPE COLE	706-675-3821
PAULDING CO. 2021 ASPHALT CONTRACT 1, PAULDING	1,483,000	PAVEMENT PRESERVATION	PAULDING COUNTY BOC	SONJA GARLAND	770-533-7242
16008FC-1190311, TAXIWAY & RUNWAY 8L-27R PAVEMENT REPL, 2019	3,975,274	MILLING/RESURFACING	CITY OF ATLANTA	DERRICK BAXTER	770-510-3209
20008FC-1190570, AIRFIELD REPAIRS 1920	5,448,772	PAVEMENT REPLACEMENT	CITY OF ATLANTA	CRAIG GARLAND	404-427-5375
GOOT PAVT PRESERVATION SR 16/SR 14, COWETA	3,420,127	AIRFIELD REPAIRS	BLACKHEAD COMMUNITY IMPROVEMENT DISTRICT	CRAIG GARLAND	706-845-4116
GOOT PAVT PRESERVATION SR 16/SR 14, COWETA	107,723	RESURFACING	GEORGIA DOT	BRIAN JOHNSON	706-845-4116
GOOT PAVT PRESERVATION I-576, CHEROKEE	107,439	DOWELS & CONCRETE	GEORGIA DOT	TONY PETERS	404-431-3880
GOOT PAVT PRESERVATION SR 1, HARALSON	348,260	PAVEMENT PRESERVATION	GEORGIA DOT	ADRIAN HARRIS	770-387-3680
GOOT PAVT PRESERVATION SR 1, HARALSON	663,860	PAVEMENT PRESERVATION	GEORGIA DOT	ANUA FERUSON	678-721-5278

294,576,441

* We are Subcontractors on these jobs.

^ Joint Ventures

Five year contract was agreed upon with unit prices, not quantities. No official contract amount

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2020

C. W. MATTHEWS CONTRACTING CO., INC.
 SCHEDULE OF CONTRACTS COMPLETED
 December 31, 2020

CONTRACT NO.	DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/DISEIGNER	PHONE #
CSNHS-0008-00(409)	HOUSTON SR86	27,047,286	WIDENING/RECONSTRUCTION	GEORGIA DOT	MICHAEL WILLIAMS	770-228-7205
STP100-0000-00(560)	SARDIS BIBB	56,710,015	WIDENING/RECONSTRUCTION	GEORGIA DOT	KRAIG COLLINS	478-757-2601
CSSTP-0094-00(319)	BETHLEHEM VIEW RO/COUNTY RD. - SUB TO CMES, Forsyth	8,306,191	MILLING/RESURFACING	CMES	CHELAN VEKARIYA	770-982-1005
0009684	0.349 MILES OF CONSTRUCTION OF A BRIDGE AND APPROACHES ON SR 120 OVER BEECH CREEK, Haralson	9,830,448	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	BILL DUNGAN	770-646-8522
	FORSYTH CO-WIDEN UNION HILL	19,708,908	WIDENING/RECONSTRUCTION	FORSYTH COUNTY BOC	TIM ALLEN	770-205-4650
0010412	SR48 OVER NORFOLK SOUTHERN RAIL, JONES	8,906,191	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	KRAIG COLLINS	478-757-2601
0010414	SR48 OVER NORFOLK SOUTHERN RAIL, JONES	8,306,191	SAFETY AND OPERATIONAL IMPROVEMENTS	CITY OF KENNESAW	CROY ENGINEERING	770-971-5407
RPY 17-86-3150	SHARON RD WIDENING, FORSYTH	6,375,813	WIDENING AND RECONSTRUCTION	FORSYTH COUNTY PROCUREMENT DEPARTMENT	CHARLE CROWE	770-781-2185
GDOT DESIGN BUILD R45	WIDENING, GWINNETT/BARROW	9,008,395	WIDENING AND RECONSTRUCTION - DESIGN BUILD	GEORGIA DOT	HEATHER BARTLETT-HNTB	404-946-5700
MCINTOSH PKWY	NEWMAN (SUB TO SE SITE), COWETA	11,077,915	MILLING/RESURFACING	SOUTHEASTERN SITE DEVELOPMENT	JENNIFER AVERY	878-423-7770
E860	SANDY PLAINS RD IMPROVEMENTS, COBB	1,016,585	SAFETY AND OPERATIONAL IMPROVEMENTS	COBB COUNTY DOT	DENISE HATABIAN	770-628-8666
ITB 18-04-2018	SFLOST MILL&RESURF DIST 3&4, CLAYTON	4,391,585	MILLING/RESURFACING	CLAYTON COUNTY BOC CENTRAL SERVICES	LYNN HOOVER	770-477-3582
HJAA	TAXIWAY RUNWAY 8L (SUB TO Arch/West), FULTON	7,045,459	MILLING/RESURFACING	ARCHER-WESTERN CONSTRUCTION	MICHAEL GANTT	404-495-8700
0009950	ROUNDABOUT US19/SR6, LUMPKIN	4,135,519	CONSTRUCTION OF A ROUNDABOUT	GEORGIA DOT	ROBBIE BRITAIN	708-348-4848
0011691	BRIDGE BLACKHALL OVER RUM CREEK, HENRY	5,511,225	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	ANTHONY RICHARDSON	708-846-4115
ITB#18-10621	PHASE1 SFLOST AREA A, DEKALB	8,776,211	BRIDGE REPLACEMENT	GEORGIA DOT	KRAIG COLLINS	708-646-8100
M005800	SR8 RESURF, FULTON/CLAYTON	5,030,924	RESURFACING	DEKALB CO DEPT OF PURCHASING/CONTRACTOR	CHARLES SMITH	404-371-6337
M005863	SR54 RESURF, FULTON	12,985,725	RESURFACING	GEORGIA DOT	LAWKSTON JOHNSON	404-559-6669
M005292	SR100 MILL-RESURF, MERWETHER	3,275,820	RESURFACING & SIGNLE SURFACE TREATMENT	GEORGIA DOT	LAWKSTON JOHNSON	404-559-6669
0007043	SR43 RESURF, PICKENS (SUB TO VERT EARTH)	4,254,178	MILLING/RESURFACING	GEORGIA DOT	WILLIAM BOYD	708-846-4115
ITB#18-003	SR400 @ WINDWARD PH2, FULTON (SUB TO VERT EARTH)	1,737,031	MILLING/RESURFACING	VERTICAL EARTH	ELISABETH SHELTON	770-888-2224
M005788	RESURF SR62, MURRAY	818,346	MILLING/RESURFACING	GEORGIA DOT	JUSTIN THOMPSON	770-888-2224
X2311	2019 MILLING/RESURF I-20/SR402 EBL DOUGLAS-JV	2,984,055	MILLING/INLAY/RESURFACING	GEORGIA DOT	CARSON DAVIS	708-972-2211
2018	ASPHALT CONTRACT I (2019-ASPH-1), PAULDING	14,994,216	MILLING/INLAY/RESURFACING	COBB COUNTY DOT	MARQUISE WEBB	404-878-7552
M005805	RESURF SR70 CHATT/ACHOOCHE, DOUGLAS	3,920,596	PATCHING, LEVELING, MILLING & RESURFACING	PAULDING COUNTY BOC	DENISE HATABIAN	770-528-3886
M005653	RESURF SR14 PALMETTO HWY TO ROOSEVELT HWY, FULTON	4,291,654	MILLING/RESURFACING	GEORGIA DOT	VALERIE SHELNUTT	878-224-4067
M005796	RESURF SR82 TO BAY STREET, FULTON	1,685,140	MILLING/RESURFACING	GEORGIA DOT	GREGORY LNEGBEDION	470-371-7448
M0056812	RESURF SR140 TO GWINNETT CNTY LINE, FULTON	1,064,735	MILLING/RESURFACING	GEORGIA DOT	JOSHUA JOHNSON	404-559-6696
0011423	WIDEN/RECONSTR US27/SR1, HARRIS	4,682,585	MILLING/RESURFACING	GEORGIA DOT	CELESTE KING	404-559-4963
2019	SFLOST & LMIG RESURF, DOUGLAS	5,918,980	RESURFACING	GEORGIA DOT	LEE UPKINS	404-878-7552
HC-16-33	BASE RECLAIM, MILL, RESURF-VARIOUS ROS, HENRY	1,782,524	MILLING, PATCHING, & RESURFACING	GEORGIA DOT	DAVID SIMMONS	770-920-3005
CSBRG-0007-00(054)	TWIGGS	3,623,163	MILLING/RESURFACING	GEORGIA DOT	MELISSA DICKINSON	478-757-2601
M005670	BIBBLAMAR/MONROE (SUB TO LC WHITFORD)	1,289,725	MILLING/RESURFACING	GEORGIA DOT	BRIDGET THOMAS	770-288-8610
M005338	SR 42, CRAWFORD	6,721,841	MILLING/RESURFACING	L. C. WHITFORD	GARY HOGLAND	478-219-2600
BRSTO-0654-01(065)	BUTTS (SUB TO GREGORY BR)	781,033	GRADING, WIDENING, & PAVING	HENRY COUNTY BOC	DENISE STEGER	770-288-6027
SR16 AT WINDY LANE	BUTTS DEV AUTHORITY	1,016,667	MILLING, INLAY, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	BRIDGET THOMAS	478-757-2601
ATL AIRPORT 427	AERIAL SEWER, CLAYTON	3,916,638	RESURFACING	GREGORY BRIDGE COMPANY	JAY GREGORY	708-485-7283
2019 LMIG RESURF	BID 2019-0118, SPALDING	382,784	MILLING/RESURFACING	SOUTHEASTERN SITE DEVELOPMENT	JENNIFER AVERY	878-423-7770
RB19-14	CRACK RELIEF, DBL TRTMT, RESURF VAR ROS, COWETA	351,833	MILLING/RESURFACING	BUTTS COUNTY DEVELOPMENT AUTHORITY	BOB WHITE	478-757-4851
M005790	SR138 BAMBAY TO I75 RAMP, CLAYTON/HENRY	520,153	INTERSECTION IMPROVEMENTS	MANHATTAN/RF, A JOINT VENTURE	SHERAE BARLOW	404-200-7094
M004935	SR5 CONN 41 TO H575, COBB	1,404,535	SANITARY SEWER PIPE REPAIR	MACON-BIBB COUNTY INDUSTRIAL AUTHORITY	JOE WOOD	478-219-2600
M005810	SR237, FULTON	1,404,472	ROADWAY SYSTEM IMPROVEMENTS	SPALDING COUNTY PUBLIC WORKS	JASON GRAHAM	770-412-7700
M005737	SR17, HABERSHAM/STEPHENS	1,931,226	RESURFACING	COWETA COUNTY DEPARTMENT OF PUBLIC WORKS	WOOD HANDELY	770-683-2300
M005247	SR18, MERWETHER	1,777,558	CRACK RELIEF & RESURFACING	GEORGIA DOT	RUBIN MCCOLLORS	404-559-6699
2019-1	RESURFACING, CATOOSA	2,344,222	MILLING/RESURFACING	GEORGIA DOT	RODNEY SIMON	770-528-3238
M005190	SR74 POTATO CRK BRIDGE, PIKE/UPSON	2,894,371	RESTORE REHAB RESURFACING	GEORGIA DOT	SAMSON GUESSESE	404-559-6699
ITB#18-0074	2019 PAVEMENT REHAB, CHATHAM	1,161,139	MILLING, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	JERRY THOMASON	708-384-7269
#908908	2019 LMIG RESURF, MONROE	4,858,685	MILLING, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	RICHARD LEE	708-846-4115
2019	RESURFACING & STRIPING PROJECT, UPSON	3,507,060	MILLING/INLAY, RESURFACING/SHOULDER REHABILITATION	GEORGIA DOT	CHRISTAL THOMAS	708-985-2500
CARTERSVILLE	AIRPORT RUNWAY 19 RSA GRADING, BARTOW	1,986,237	RESURFACING	CATOOSA COUNTY	ANDREW PARKER	708-278-7077
M005818	MILLRESURF SR 16, BIBB	1,525,704	MILLING/RESURFACING	CITY OF DALTON PUBLIC WORKS DEPARTMENT	ROBERT JOHNSON	708-646-8100
FID 17-1065	FULTON COUNTY RESURFACING PROJECT, FULTON	3,017,206	MILLING/RESURFACING	GEORGIA DOT	GEORGE JOHNSON	912-790-1622
ITB#1714-B	RESURFACING MCDONOUGH & RAMAH, FAYETTE	1,236,549	PAVEMENT REHAB	CHATHAM COUNTY GA COMMISSIONERS	ROBERT MARSHALL	770-305-5115
SLIDE REPAIR SR87	TWIGGS (Sub to Gregory Bridge)	584,267	RESURFACING	MONROE COUNTY	SHON HAMPTON	229-389-9823
CITY OF DOUGLASVILLE	2019 SFLOST RESURF, DOUGLAS	1,191,801	RESURFACING	UPSON COUNTY BOC	JAMES MELTON	708-647-7012
PAVING PKG#2	8 ROADS, HARALSON	5,387,826	RESURFACING & STRIPING	CARTERSVILLE-BARTOW COUNTY AIRPORT AUT	ANTHONY BROWN	770-871-5407
ITB19-05	ROBERTS DR RESURF, CITY OF DUNWOODY	2,859,271	GRADING IMPROVEMENTS	GEORGIA DOT	MIKA LAOOUX	478-965-7151
2020 LMIG STREET IMP, CRAWFORD		730,279	MILLING/RESURFACING	FULTON COUNTY	WYVERN BUDRAM	404-612-4000
GDOT SR 1 PVMT PRESERVATION, FLOYD		2,989,546	MILLING/RESURFACING	FAYETTE COUNTY BOC	TED CRUMBLEY	770-305-5115
		584,267	RESURFACING	GREGORY BRIDGE COMPANY	JAY GREGORY	708-485-7283
		497,601	MILLING/RESURFACING	CITY OF DOUGLASVILLE	MELISSA DICKINSON	770-920-3005
		1,284,308	MILLING/RESURFACING	HARALSON COUNTY BOC	TERRY EDWARDS	770-646-3278
		388,380	MILLING/RESURFACING	CITY OF DUNWOODY	DAVID AYERS	678-382-8750
		539,949	MILLING/RESURFACING	CRAWFORD COUNTY BOC	FABIAN HOLLIS	478-757-1169
		239,960	PAVEMENT PRESERVATION	GEORGIA DOT	ANJA FERGUSON	770-387-9602

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2020

C. W. MATTHEWS CONTRACTING CO., INC.
 SCHEDULE OF CONTRACTS COMPLETED
 December 31, 2020

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
* ACWORTH DUE WEST @ JIM OWENS, COBB (Sub to Otmshlv)	527,273	MILLING/RESURFACING	OHMSHV CONSTRUCTION, LLC	VIJAY MANGROLLA	404-987-0020
#19-134 FDR & RESURF FOREST PKWY, CLAYTON	5,963,212	MILLING/RESURFACING	CLAYTON COUNTY BOC CENTRAL SERVICES	JEFF METARKO	770-477-3592
M005740 SR9 RESURF, LUMPKIN	2,446,027	MILLING/RESURFACING	GEORGIA DOT	KEVIN BARRETT	706-348-4848
M005904 SR3 RESURF, PIKE/SPALDING/UPSON	13,892,589	MILLING/RESURFACING	GEORGIA DOT	CHASTITY WALKER	706-646-6120
M005902 SR114, CHATOOCHA	1,921,063	MILLING/RESURFACING	GEORGIA DOT	GRANT WALDRUP	678-721-5286
M005806 SR10 TO PONCE, FULTON	1,145,518	MILLING/INLAY/RESURFACING	HARRIS COUNTY BOC	CHRIS WOODS	770-216-3881
3 LMIG ROADS 2020, HARRIS	1,004,472	MILLING/RESURFACING	CITY OF JOHNS CREEK	MIKE BROWN	706-628-4688
20-037-1 JOHNS CREEK 2020 MAIN RDS RESURF, FULTON	1,408,904	MILLING/RESURFACING	CITY OF JOHNS CREEK	NEIL TRUST	678-512-3233
20-021-1 RICHARD B RUSSELL REG AIRPORT RNNY 1 IMP, FLOYD	1,188,040	SAFETY AREA & RUNWAY AREA IMPROVEMENTS	FLOYD COUNTY BOC	CHARLES ADEOGUN	678-968-8623
* 156 EMERGENCY REPAIR (SUB TO BLOUNT SANFORD)	220,416	WALL REPAIR	BLOUNT-SANFORD CONSTRUCTION CO.	JAMES D. GREESON	770-698-9569
M006613 SR 280 MLK TO COBB CO LINE, FULTON	2,287,334	MILLING/INLAY/RESURFACING	GEORGIA DOT	SARAH PESSIMA	770-686-1011
2020 ASPHALT CONTRACT II SUB, PAULDING	2,602,345	MILLING/RESURFACING	PAULDING COUNTY BOC	DAVID HUFF	678-224-4067
CITY OF SOUTH FULTON 2019 TSP/LOST/MLIG, FULTON	7,947,595	MILLING/RESURFACING	FULTON COUNTY	ANTONIO VALENZUELA	470-809-7451
20-19 JOINT 2020 LMIG, HOUSTON AND VARIOUS COUNTIES	1,118,789	MILLING/RESURFACING	HOUSTON COUNTY PUBLIC WORKS	JEFF SMITH	478-542-2115
2020-ASPH-3 RESURFACING CONTRACT, PAULDING	3,244,205	MILLING/RESURFACING	PAULDING COUNTY BOC	DAVID HUFF	678-224-4067
2001-03 2020 LMIG RESURFACE, LAMAR	1,131,747	RESURFACING	LAMAR COUNTY BOC	JAMES RIGDON	770-358-5091
FY 2020-21 PAVING, OCONEE (2/434 EXT)	2,094,137	MILLING/RESURFACING	OCONEE COUNTY BOC	JODY WOODALL	706-769-2937
CITY OF FAIRBURN RDWY IMP VARIOUS ROADS, FULTON	1,157,070	MILLING/RESURFACING	CITY OF FAIRBURN	LESTER THOMPSON	770-964-2244
GDOT P/MT PRESERVATION SR 157, WALKER	863,100	RESURFACING	GEORGIA DOT	ADRIAN HARRIS	678-420-5500
M005888 SR30 @ EFFINGHAM COUNTY LINE, CHATHAM	792,845	RESURFACING & MAINTENANCE	GEORGIA DOT	ROB MCCALL	912-427-5711
M005802 SR 120 W OF NORTH MARIETTA PKWY, COBB	1,594,259	MILLING/INLAY/RESURFACING	GEORGIA DOT	WESLEY COMBAY	770-528-3232
ITB 20-PW09 CITY OF MILTON RESURF, FULTON	3,953,337	MILLING/RESURFACING	CITY OF MILTON	MATT FALSTROM	678-242-2507
CITY OF NEWMAN RECLAMATION & PAVING 2 STRTS, COWETA	851,674	RESURFACING	CITY OF NEWMAN PUBLIC WORKS DEPT.	MICHAEL KLAHR	678-673-5479
RFB 2020-023 RESURFACING PROJECT 75706, CHEROKEE	2,982,178	MILLING/RESURFACING	CHEROKEE COUNTY	JAMES WILGUS	770-721-7818
CITY OF NEWMAN MILL & RESURF VARIOUS STREETS, COWETA	902,050	RESURFACING	CITY OF NEWMAN PUBLIC WORKS DEPT.	MICHAEL KLAHR	678-673-5479
2020 LMIG CONTRACTS - CITY OF BYRON	157,903	RESURFACING	CITY OF BYRON	JOHNNY BROOKS	478-686-9600
2020 LMIG CONTRACTS - CITY OF CENTERVILLE	182,460	MILLING/RESURFACING	CITY OF CENTERVILLE	MIKE BRUMFIELD	478-963-3222
2020 LMIG CONTRACTS - CITY OF HAWKINSVILLE	109,167	RESURFACING	CITY OF HAWKINSVILLE	RONNIE KENT	478-672-2274
2020 LMIG CONTRACTS - CITY OF WARNER ROBBINS	1,158,756	MILLING/RESURFACING	WARNER ROBBINS PUBLIC WORKS	DOUGLAS WEB	478-929-1144
2020 LMIG CONTRACTS - DOOLY COUNTY	700,766	RESURFACING	DOOLY COUNTY COMMISSIONERS	STEPHEN SANDERS	229-268-4228
GDOT P/MT PRESERVATION SR 180 SPUR, TOWNS	574,938	RESURFACING	PULASKI COUNTY	JENNA WASHBURN	478-763-4154
RFB-PS-20-05 UNION CITY RESURF 2020, FULTON	765,850	RESURFACING	GEORGIA DOT	GLEN GOSNELL	770-533-7242
GDOT P/MT PRESERVATION SR 138, DAWSON	1,300,271	MILLING/RESURFACING	CITY OF UNION HILL	LONNIE FERGUSON	770-965-2288
GPA TERMINAL CONTAINERIZATION (Sub to Baker Constructors)	590,529	MILLING/RESURFACING	BAKER CONSTRUCTORS, INC.	GLEN GOSNELL	770-533-7242
SB-4200-20-02-061020 PAVE 2 ROADS, BUTTS	3,573,781	RESURFACING	BUTTS COUNTY BOC	MATTHEW BURDEN	704-678-1507
SB027-20 CITY OF LAWRENCEVILLE 2020 LMIG, GWINNETT	669,601	RESURFACING	CITY OF LAWRENCEVILLE	KIP WASHINGTON	770-775-8200
CITY OF WATKINSVILLE MILL & RESURF 3 STREETS, OCONEE	1,284,817	MILLING/RESURFACING	CITY OF WATKINSVILLE	JOHANNES LOUW	770-277-7533
TOM B DAVID AIRPORT CALHOUN, GORDON (Sub to Barnett Sllm)	47,164	RESURFACING	BARNETT SOUTHERNCORPORATION	JUSTIN DUNAWAY	706-769-5181
GDOT P/MT PRESERVATION SR 520, MUSCOGEE	138,872	RESURFACING	GEORGIA DOT	NICK WHITMER	706-678-1507
GDOT P/MT PRESERVATION SR 332 - 107604, HALL/JACKSON	332,444	RESURFACING	GEORGIA DOT	TIM SWINKS	706-568-2165
PW 2020 LMIG LEVEL & RESURF, MURRAY	256,970	RESURFACING	MURRAY COUNTY PUBLIC WORKS	GLEN GOSNELL	770-533-7242
GDOT P/MT PRESERVATION SR 219/SR 190, HARRIS	1,225,087	RESURFACING	GEORGIA DOT	MATTHEW SANFORD	706-695-3231
GDOT P/MT PRESERVATION SR 1, TROUP/HEARD	1,002,775	RESURFACING	GEORGIA DOT	BRIAN JOHNSTON	706-646-7521
* 42' SEWER EROSION REPAIR (Sub to Manhattian)	1,049,260	MILLING/RESURFACING	MANHATTIAN/REB, A JOINT VENTURE	BRIAN JOHNSTON	706-646-7521
	421,060	SEWER EROSION REPAIR		SHERRAE BARLOW	404-280-7094
	524,743,297				

* We are Subcontractors on these jobs.

^ Joint Ventures

Subcontractor did not complete work on time.

~ Joint Venture partners to share LD's for delayed completion

**C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS**

<u>NAME</u>	<u>TITLE</u>
Daniel P. Garcia	President
Michael D. Bell	Executive Vice President, Secretary/Treasurer
Jeff C. Shropshire	Senior Vice President - Major Projects
Mike L. Kleuckling	Vice President - Estimating
Benny M. Brown	Vice President - General & Administration, Assistant Secretary
Robert W. Thompson, Jr.	Division Vice President - Estimating & Design/Build
Thomas J. Roginsky	Division Vice President - Information Technology

**C. W. MATTHEWS CONTRACTING CO., INC.
OFFICERS AND DIRECTORS**

Robert E. Matthews
Chairman Emeritus
Director
Bobm@cwmatthews.com
(770) 422-7520

Matthew D. Burton
Chairman of the Board
Director
Mattb@cwmatthews.com
(770) 422-7520

Daniel P. Garcia
President
Dgarcia@cwmatthews.com
(770) 422-7520

Michael D. Bell
Executive Vice President
Secretary/Treasurer
Michaelb@cwmatthews.com
(770) 422-7520

Jeff C. Shropshire
Senior Vice President
Major Projects
Jeffs@cwmatthews.com
(770) 422-7520

William G. White
Senior Vice President
Asphalt Construction
Billw@cwmatthews.com
(770) 422-7520

Frank P. Crumbley
Senior Vice President
Roadway Construction
Frankc@cwmatthews.com
(770) 422-7520

Lee T. Smith, Jr.
Senior Vice President
Asphalt Plants
Lees@cwmatthews.com
(770) 422-7520

Mike L. Kleuckling
Vice President
Estimating
Mikek@cwmatthews.com
(770) 422-7520

Benny M. Brown, Jr.
Vice President
General & Administration
Assistant Secretary
Bennyb@cwmatthews.com
(770) 422-7520

John M. Faress
Vice President
Equipment
Jfaress@cwmatthews.com
(770) 422-7520

Adam M. Grist
Vice President
Structures
Agrist@cwmatthews.com
(770) 422-7520

Sheldon K. Fram
Corporate Counsel
Risk Management
Sfram@cwmatthews.com
(770) 422-7520

Robert W. Thompson, Jr.
Division Vice President
Estimating & Design Build
Bobt@cwmatthews.com
(770) 422-7520

Thomas J. Roginsky
Division Vice President
Information Technology
Jeffr@cwmatthews.com
(770) 422-7520

Ray A. Rodriguez
Division Vice President
Human Resources
Rayr@cwmatthews.com
(770) 422-7520

Kevin T. Eubanks
Division Vice President
Roadway Construction
Kevine@cwmatthews.com
(770) 422-7520

Ryan L. Beech
Division Vice President
Major Projects
Rbeech@cwmatthews.com
(770) 422-7520

Andrew G. Brooks
Division Vice President
Terminal & Quality Control
Andrewb@cwmatthews.com
(770) 422-7520

Michael P. Nadolski
Division Vice President
Design Build
MNadolski@cwmatthews.com
(770) 422-7520

Ronald C. Eubanks, Jr.
Division Vice President
Water & Sewer Construction
Ceubanks@cwmatthews.com
(770) 422-7520



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. **GCCO002189**

C W Matthews Contracting Co Inc

William Hammack Jr

1600 Kenview Drive
 Marietta GA 30060

Qualifying Agent: William Harrison Stone
 Qualifying Agent License NO: GCQA002203
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 02/16/2009

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

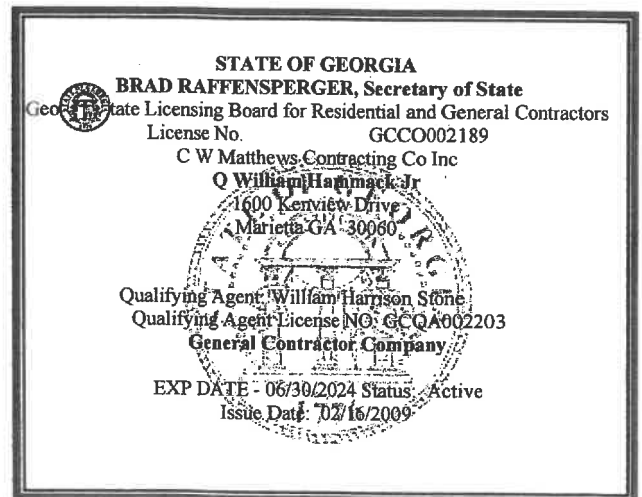
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (844) 753-7825
www.sos.state.ga.us/plb

C W Matthews Contracting Co Inc
 1600 Kenview Drive
 Marietta GA 30060





STATE OF GEORGIA
 BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. GCQA002203

William Harrison Stone
 PO Drawer 970
 Marietta GA 30061

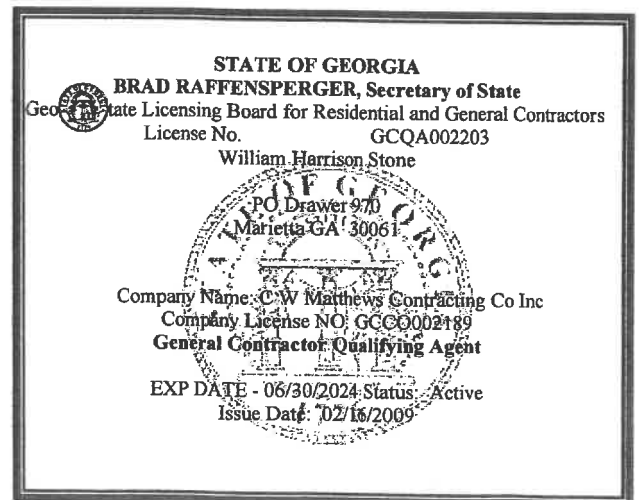
Company Name: C W Matthews Contracting Co Inc
 Company License NO: GCC0002189
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
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William Harrison Stone
 1600 Kenview Drive NW
 Marietta GA 30060





A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

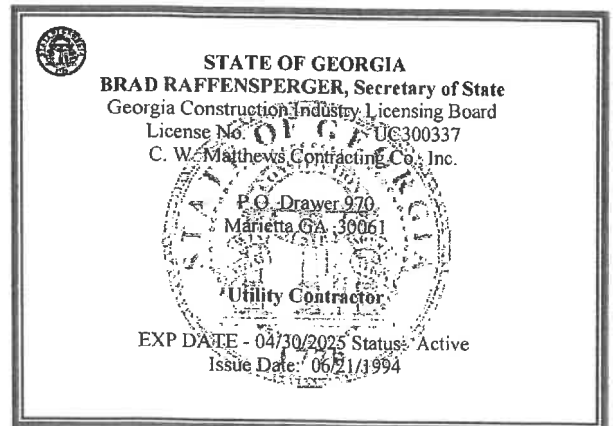
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Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

C. W. Matthews Contracting Co., Inc.
P.O. Drawer 970
Marietta GA 30061





Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 14, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2MA850

C. W. Matthews Contracting Company, Inc.
1600 Kenview Drive
Marietta, GA 30060

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$2, 814,000,000.00

CERTIFICATE EXPIRES: May 31, 2024

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 149, 150, 163, 167, 201, 205, 208, 209, 310, 432, 439, 441, 452, 461, 500, 500A, 501, 507, 511, 513, 520, 524, 525, 550, 603A, 615, 622, 624, 626 and 668.

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.
Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: c=US, e=mmastronardi@gdot.ga.gov,
o=Georgia Department of Transportation,
ou=Division of Construction - Director,
cn="Marc Mastronardi, P.E."
Date: 2022.06.17 14:12:31 -0400

MM:TKA



City of Tucker

MEMO

To: Honorable Mayor and City Council Members
From: Rip Robertson, Director, Parks and Recreation
CC: Tami Hanlin, City Manager
Date: July 10, 2023
RE: Memo for Fitzgerald Park Improvements Phase 2 Project

Description for on the Agenda:

Fitzgerald Park Improvements Phase 2 Project

Issue:

With the City of Tucker's commitment to quality parks and outdoor activity, and the commitment the City made to Tucker Football League when acquiring Fitzgerald Park, we continue to make improvements in the sports complex and our overall park system. This project will complete the major renovation project to City's sports complex.

Recommendation:

Staff recommends approving a contract, for a total of \$4,219,042.11 with Vertical Earth, Inc. for the Fitzgerald Park Phase 2 Improvements. We had 3 qualified bidders for this project: Vertical Earth, Inc., Magnum Construction and Willow Construction, with a high bid of \$5,406,735.25.

Background:

With the acquisition of Fitzgerald Park, the city committed to making much needed upgrades and renovations to this facility. This project will provide new restrooms and artificial turf on field #2, additional parking with new paved roads for entry/exit with pedestrian access, and improved storm water controls to assist in erosion control.

Summary:

This will improve the city's sports complex and create a sports destination for our local league play as well as regional, district and state tournaments. The artificial turf field will provide improved play and safety for our football, soccer, and lacrosse programs with increased availability.

Financial Impact:

This project is funded through the previous capital funding (PR2301, PR2201, SP2013, SP2109), current FY2024 funding, contingency funds from completed projects and ARPA funds designated by Mayor and City Council resolution. Requesting that the additional \$1,000,000 not provided by current funding come

from the City Hall fund, to be replenished during the mid-year budget adjustment.



CONTRACT AGREEMENT

ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

This Agreement made and entered into this __ day of ____ in the year 202_ ; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and **VERTICAL EARTH INC.** ("Contractor"), located at **6025 MATT HIGHWAY, CUMMING, GA 30028.**

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

WHEREAS, the City of Tucker has caused **Invitation to Bid #2023-022** 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 #2023-022**; and

WHEREAS, the Contractor’s submittal was deemed by the City of Tucker to be the lowest responsive and responsible bidder qualified per the scope of services.

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

1.0 Scope of Work

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

- EXHIBIT A - SCOPE OF SERVICE**
- EXHIBIT B - COST PROPOSAL**
- EXHIBIT C- W-9**
- EXHIBIT D - CERTIFICATE OF INSURANCE**
- EXHIBIT E – E-VERIFY AFFIDAVIT**

EXHIBIT F- CONTACT INFORMATION
EXHIBIT G - ADDENDUMS
EXHIBIT H – PERFORMANCE AND PAYMENT BONDS (if applicable)

2.0 Key Personnel

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

3.0 Compensation

3.1. Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the bid and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **Exhibit "B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed \$ 4,219,039.11.

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

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

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

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

4.0 Duration of Contract

- 4.1. Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution 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 Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

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

5.0 Independent Contractor

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

the express knowledge and prior written consent of the City.

6.0 Indemnification

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

7.0 Performance

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

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

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

7.1 Final Completion, Acceptance, and Payment

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

with the procedures, including the time limits, set forth in section 8.

8.0 Changes

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

9.0 Change Order Defined

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

10.0 Insurance

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

11.0 Termination

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

safety to be jeopardized;

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

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

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

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

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

remedies.

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

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

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

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

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

12.0 Claims and Dispute Resolution

12.1 Claims Procedure

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

12.2 Arbitration

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

Arbitration Rules of AAA as follows:

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

13.0 Confidential Information

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

- (i) The Contractor shall provide to the City a written description of the Contractor's

policies and procedures to safeguard confidential information;

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

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

14.0 Inclusion of Documents

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

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

15.0 Compliance with All Laws and Licenses

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

15.1 Federal Requirements.

15.1.1 Federal Compliance Regulations

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

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

and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and

6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

15.2 Georgia Security and Immigration Compliance Act

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

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Workplace

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

18.3.1 The Contractor has made false certification herein; or

18.3.2 The Contractor has violated such certification by failure to carry out the 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

- This project does not require any Right of Ways or Easements

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: **VERTICAL EARTH INC.**

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attest:

Bonnie Warne, City Clerk

(Seal)

Approved as to form:

Ted Baggett, City Attorney

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of improvements to Fitzgerald Park. The improvements generally consist of demolition of existing buildings and parking lots, moderate earthwork and clearing and grubbing, construction of new parking lots and driveways including stormwater infrastructure, concrete flatwork, retaining walls, artificial turf playing field, and a restroom/concession building including water and sewer connections.

The complete scope, plans, and other relevant information for ITB 2023-022 Fitzgerald Park Improvements – Phase II 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;
- DeKalb County Department of Watershed Management Design & Construction Standards Manual
- 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

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

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

Payment shall be made in arrears upon satisfactory completion of work.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 270 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures are limited to the hours of 9:00AM to 4:00PM. The City will consider

Exhibit A:
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extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list items) that is not completed within 270 days of Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule 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.

All submittals are to be provided to the Owner by the Contractor prior to commencing any work.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

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

Exhibit A:
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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.

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 to grade by the contractor.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Contractor to call 811 for utility locates. Minor field adjustments may be necessary or directed by the City.

Exhibit A:
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SUBCONTRACTOR

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

RESTROOM AND CONCESSION BUILDING

The scope of the project is to be the Design and providing a set of Issued for Construction documents for a new +/- 3,200 sf Single Story Free Standing Building that will contain the following Spaces:

- Public Restrooms (men’s & women’s separate spaces)
- 2(ea) Family Restrooms
- Concession Area
- Stock Room adjoining the Concession w/ interior door for access
- Storage, Janitor, Mechanical and Electrical Room
- Maintenance Chase (with access) Separating Men’s & Women’s Restrooms

Design Criteria

Code Compliances:

- Applicable Design Codes by local municipality building authorities requirements
- U.S. Department of Justice A.D.A. Standards for Accessible Design (ADA) – 2010 edition
- State Registered Architect/Engineer/Design Professional Signed, Sealed & Dated w/registration number on all sheets
- Construction Type: VB
- Occupancy Classification: Assembly
- Fire Rating Construction: Non-Rated Building
- Sprinkler Requirement: Non-Sprinkled
- Allowable Building Height & Area: Single Story & (area to be determined)
- Occupancy Load Calculations (per LSC) (to be determined)
- Plumbing Fixture Requirements / Proposed Fixture Count (including calc’s) (to be determined)

Design Loads:

- Live Loads:
 - o 20 PSF ROOF
 - o 30 PSF ATTIC
 - o 100 PSF FLOORS
- Wind Design Data:
 - o Risk Category: Category II
 - o Exposure Category: Category C
 - o Basic Design Wind Speed: V=106mph
 - o Allowable Stress Design Wind Speed: V=89mph
 - o Enclosure Classification: Enclosed
 - o Internal Pressure Coefficient: +/- 0.18

Exhibit A:
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Seismic Design Data:

- | | | |
|---|---|--------------------|
| o | Risk Category | Category II |
| o | Seismic Importance Factor | 1.0 |
| o | Mapped Spectral Response Accelerations: | (to be determined) |
| o | Site Class: | (to be determined) |
| o | Design Base Shear: | (to be determined) |
| • | Snow Loads: Ground Snow Load: | 5 PSF |

Scope of Material

ARCHITECTURAL

Foundation - (see Structural below for further information)

- 4” reinforced concrete monolithic slab, 3000 PSI

Exterior Walls - (see Structural below for further information)

- Concrete reinforced masonry units (CMU)
- Mortar joint: Gray
- Unit Size: Typical Nominal 8”x16”x8”
- Surface Finishes: Split Face
- Block Color: Standard Gray
- Exterior block to have anti-graffiti coating

Roof System - (see Structural below for further information)

- Commercial Grade Standing Seam System
- Sheath with APA rated sheathing
- Insulation (per code)
- Gutter and Downspouts
- Metal canopy / continuation of roof system extending over window service area of the Concession Stand

Exterior Doors and Frames

- Exterior insulated composite metal doors (Level III, 16 gauge, extra heavy duty, model two seamless w/polyurethane core)
- Welded steel frame (16 gauge w/backbend turns)
- Both doors and frames to be powder coated (color selected by owner)

Exterior Windows

- Concession window covered with Lexan type material, with service openings
- Concession window to have a commercial metal counter roll-up shutter system

Interior Walls - (see Structural below for further information)

- Concrete reinforced masonry units (CMU)
- Mortar joint: Gray

Exhibit A:
Project Specifications / Scope of Work
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- Unit Size: Typical nominal 8”x16”x6”
- Surface Finishes: Standard (smooth)
- Block Color: Standard Gray

Interior Ceilings

- Hard surface - smooth, washable and mildew resistant surface finish - all rooms including service chase

Interior Doors and Frames

- Insulated composite metal doors (Level III, 16 gauge, extra heavy duty, model two seamless w/polyurethane core)
- Welded steel frame (16 gauge w/backbend turns)
- Both doors and frames to be powder coated (color selected by owner)

Hardware

- Stainless steel ball bearing heavy duty hinges
- Heavy duty door closers
- Doors to have stainless steel kick plates (both sides) w/ aluminum thresholds for exterior doors
- Doors to have grade 2, lever locks with latch plate guards
- Restroom doors to have magnetic locking system w/ locked indicator light
- Hardware to meet ADA compliance

ADA Restrooms

- Wall mounted, top supply, stainless steel toilets w/ exposed sensor flush valves
- Wall mounted top supply, stainless steel urinals with exposed sensor flush valves
- Wall mounted stainless steel sinks w/ motion sensor faucets, hardwired with transformer
- Surface mounted mirrors with stainless steel frames
- Wall mounted light fixture above mirror at sinks
- Wall mounted stainless steel 2-roll toilet paper dispensers
- Wall mounted stainless steel soap dispensers
- Wall mounted stainless steel electric hand dryers
- Floor to Ceiling composite type material partitions (graffiti resistant)
- Surface mounted diaper deck
- ADA grab bars to meet code and fixture count

Concession Area

(plumbing fixtures)

- Stainless Steel 3-Compartment convenience store sink
 - Stainless Steel One Compartment prep sink
 - Stainless Steel Hand Sink
- (owner supplied commercial equipment for electrical load demand)
- 1-Door merchandising counter top freezer
 - 1-Door merchandising reach in cooler
 - Mobile heated cabinet
 - Counter top oven (small)
 - Warming drawers
 - Menu board (digital)

Exhibit A:
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- Coffee and tea equipment
- Ice Machine w/ Bin
- Commercial Microwave
(owner supplied fixtures)
- Stainless Steel service window countertop (Belly up)
- Stainless Steel 24"x60" tables w/ under shelf
- Merchandising shelves
- Condiment holder

Finishes - (colors selected by owners)

- Concrete floor to be stained and sealed
- Walls to receive 4" rubber cove base
- Painted surfaces to receive prime coat and one finish coat
- All rooms to receive epoxy paint

Miscellaneous

- Surface mounted stainless steel bi-level drinking fountain w/ bottle filler & pet bowl

STRUCTURAL

(see Architectural for other structural associated information)

Foundation

- Continuous reinforced concrete spread footings.
- Allowable soil bearing pressure presumed to be 2,000 psf, to be confirmed with geotechnical exploration
- Reinforced slab on grade on 4" compacted GAB
- Concrete:
 - o F'c= 3,000 psi for footings
 - o F'c= 4,000 psi for slabs. Provide air entrainment for exposed slabs on grade

Wall Framing

- Exterior walls: 8" reinforced split face cmu, F'm = 2,000psi
- Interior walls: 8" reinforced standard cmu, F'm = 2,000psi

Roof Level

- Pre-engineered roof trusses 24" on center with attic space at center, as practical
- Roof trusses to span from exterior wall to exterior wall
- Hold downs sized for up lift loads
- Roof sheathing: 19/32" APA rated sheathing, exposure 1
- Slip joint connections between partition walls and roof trusses

MECHANICAL, ELECTRICAL & PLUMBING

(see Architectural for other MEP associated information)

HVAC

Exhibit A:
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- Electric heaters located in each restroom and concessions area
- Restrooms, exhaust fan vented to outside of building. Exhaust fans to be energized via wall switch. Intake will be via wall louvers
- Concessions area, exhaust fan for circulation. Intake will be via concessions service windows

Electrical

- New electrical panel sized for the new concessions/restroom building
- Motion sensor interior lights. Comcheck report for lighting to confirm code compliance
- Exterior Security wall pack lights (photo cell)
- Wall outlets and required GFI outlets per code
- Circuiting for lighting and electric outlets
- Circuiting for the electric heaters and water heater
- Circuiting for the concessions area equipment
- Provide (2ea) 1” PVC conduits from electrical panel to outside of building for future needs

Plumbing

- Frost free hose bibs w/ recessed security box located on each exterior wall
- Frost free hose bibs w/ recessed security box located in each space (except service chase)
- Water service to include isolation valves and backflow preventer
- Waste and vent system to include cleanouts, sealing roof penetrations and tie-into sewer system
- Floor Drains in each space with trap primers
- Tank type water heater serving the lavatories in the restrooms and the concessions area. Water heater to be located in the Mechanical Storage room
- Thermostatic mixing valve for the hot water serving the toilet room lavatories to prevent scald

Exhibit A:
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ARTIFICIAL GRASS

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools and equipment necessary to install slit-film/monofilament artificial grass FieldTurf as indicated on the plans and as specified herein; including components and accessories required for a complete installation. including but not limited to
1. Acceptance of prepared sub-base.
 2. Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

1.2 REFERENCE STANDARDS

- A. FM Factory Mutual
1. P7825 - Approval Guide; Factory Mutual Research Corporation; current edition
- B. ASTM – American Society for Testing and Materials.
1. D1577 - Standard Test Method for Linear Density of Textile Fiber
 2. D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
 3. D1338 - Standard Test Method for Tuft Bind of Pile Yarn Floor Covering
 4. D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
 5. D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 6. F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
 7. D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 8. D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 9. F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
 10. F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

1.3 SUBMITTALS

1. Provide substantiation that proposed system does not violate any other manufacturer's patents, patents allowed or patents pending.
 2. Provide a sample copy of insured, non-prorated warranty and insurance policy information.
- B. Comply with Submittals Procedures. Submit for approval prior to fabrication.
- C. Shop Drawings:
1. Indicate field layout; field marking plan and details for the specified sports; i.e., NCAA Football; roll/seaming layout; methods of attachment, field openings and perimeter

Exhibit A:
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- conditions.
2. Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
 3. Provide joint submission with related trades when requested by Architect.
- D. Product Data: **Due at time of bid.**
1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
 2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 3. Submit data in sufficient detail to indicate compliance with the contract documents.
 4. Submit manufacturer's instructions for installation.
 5. Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
- E. Samples: **Due at time of bid.** Submit a synthetic turf sample, 12 x 12 inches, representing the turf carpet portion of the product proposed for this project.
- F. Product Certification:
1. Submit manufacturer's certification that products and materials comply with requirements of the specifications.
 2. Submit test results indicating compliance with Reference Standards.
- G. Project Record Documents: Record actual locations of seams, drains and other pertinent information in accordance with Division 1 Specifications Series, General Requirements.
- H. List of existing installations: Submit list including respective Owner's representative and telephone number.
- I. Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.
- J. Testing data to the Owner to substantiate that the finished field meets the required shock attenuation, as per ASTM F1936.
- K. Submit Bills of Lading/Material Delivery Receipts for synthetic turf infill materials. Bills of lading shall bear the name of the project/delivery address, quantity of materials delivered, source/location of origin of infill materials and/or manufacturer, and date of delivery.
- L. Testing Certification: Submit certified copies of independent (third-party) laboratory reports on ASTM testing:
1. Pile Height, Face Weight & Total Fabric Weight, ASTM D5848.
 2. Primary & Secondary Backing Weights, ASTM D5848.
 3. Tuft Bind, ASTM D1335.
 4. Grab Tear Strength, ASTM D1682 or D5034.
 5. Shock Attenuation, ASTM F1936
 6. Water Permeability, ASTM D4491

Exhibit A:
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1.4 QUALITY ASSURANCE

- A. Comply with Section 01 43 00, Quality Assurance.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section. The turf contractor and/or the turf manufacturer:
1. Shall be experienced in the manufacture and installation of specified type of infilled slit-film/monofilament synthetic grass system for a minimum of three years. This includes a slit-film/monofilament fiber, backing, the backing coating, and the installation method.
 2. Shall have 2000 fields or more in play for at least two years. Fields shall be 65,000 ft² or more
 3. Shall have a minimum of 500 fields that are at least 8 years old, which is equal to the respective warranty period.
 4. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.
 5. The manufacturer must be a Preferred Producer by all of the following major international governing bodies: FIFA, World Rugby, International Hockey Federation (FIH)
 6. Shall have a minimum of 100 installations in the State of GA.
 7. Shall have a minimum of 1 FIFA Quality Pro recommended field in North America.
 8. Shall have a minimum of 5 NFL game and/or practice fields in play for the previous year.
 9. Shall have minimum 25 NCAA Division 1 game and/or practice fields installed for (football or soccer).
 10. Shall have a minimum of 1000 installations in North America, each of 65,000 ft² or more.
 11. Shall provide third-party laboratory testing providing heat reduction qualities of the same infill materials used in the proposed turf system including the top layer Cooling composite.
 12. Manufacturer must provide proof that its turf systems have been subject to long-term independent, epidemiological and peer reviewed studies proving its ability to provide for a safe surface.
- C. Installer: Company shall specialize in performing the work of this section. The Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.
1. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified slit-film/monofilament material, including sewing seams and proper installation of the infill mixture.
 2. Installer shall be certified by the manufacturer and licensed.
 3. The installer supervisor shall have a minimum of 5 years experience as either a construction manager or a supervisor of synthetic turf installations.
- D. Pre-Installation Conference: Conduct conference at project site at time to be determined by Architect. Review methods and procedures related to installation including, but not limited to, the following:
1. Inspect and discuss existing conditions and preparatory work performed under other

Exhibit A:
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contracts.

2. In addition to the Contractor and the installer, arrange for the attendance of installers affected by the Work, The Owner’s representative, and the Architect.

- E. The Contractor shall verify special conditions required for the installation of the system.
- F. The Contractor shall notify the Architect of any discrepancies.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prevent contact with materials that may cause dysfunction.
- B. Deliver and store components with labels intact and legible.
- C. Store materials/components in a safe place, under cover, and elevated above grade.
- D. Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades.
- E. Inspect all delivered materials and products to ensure they are undamaged and in good condition.
- F. Comply with manufacturer’s recommendations.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate the Work with installation of work of related trades as the Work proceeds.
- B. Sequence the Work in order to prevent deterioration of installed system.

1.7 WARRANTY AND GUARANTEE

- A. The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer. The warranty shall be fully third party insured; pre paid for the entire 8 year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an “AM Best” A rated carrier and must reflect the following values:

- Pre-Paid 8-year insured warranty from a single source.
- Maximum per claim coverage amount of \$33,000,000.
- Minimum of thirty-three million dollars (\$33,000,000) annual.

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- Must cover full 100% replacement value of total square footage installed, minimum of \$7.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
- Provide a sample copy of insured, non-prorated warranty and insurance policy information.
- Policy cannot include any form of deductible to be paid by the Owner.

C. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936.

1.8 MAINTENANCE SERVICE

- A. Contractor shall train the Owner's facility maintenance staff in the use of the turf manufacturer's recommended maintenance equipment.
- B. Manufacturer must provide maintenance guidelines to the facility maintenance staff.

PART 2 - PRODUCTS

2.1 MATERIALS AND PRODUCTS

- A. Artificial grass system materials shall consist of the following:
 1. Carpet made of slit-film and monofilament polyethylene fibers tufted together into each individual stitch, into a non-perforated backing. Alternating row monofilament and slit-film carpet constructions are not permitted.
 2. Infill: Controlled mixture of graded sand and cryogenic rubber crumb that partially covers the carpet. A top infill layer of the Cooling extruded composite is mandatory.
 3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass slit-film/monofilament Turf.

B. The installed artificial grass slit-film/monofilament Turf shall have the following properties:

Standard	Property	Specification
ASTM D1577	Pile Yarn Type	UV-resistant polyethylene
	Yarn Structure – A	Slit-Film
	Yarn Denier - A	5,000
	Yarn Structure – B	Ridged Monofilament
ASTM D5823	Yarn Denier – B	14,500
	Pile Height	2.25”
ASTM D5793	Stitch Gauge	3/4”
ASTM D5848	Pile Weight	43+oz/square yard
ASTM D5848	Primary Backing	7+oz/square yard
ASTM D5848	Secondary Backing	14+oz/square yard
ASTM D5848	Total Weight	64+oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	8+lbs

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ASTM D5034	Grab Tear (Width)	200 lbs/force
ASTM D5034	Grab Tear (Length)	200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	<200
	Infill Material Depth	1.5 inches
	CoolPlay Composite	0.6lbs/square foot
	Sand Infill Component	6.2lbs/square foot
	Cryogenic Infill Component	1.6lbs/square foot
	Total Product Weight	1274oz/square yard

Variation of +/- 5% on above listed properties is within normal manufacturing tolerances

- C. Carpet shall consist of slit-film/monofilament fibers tufted into a primary backing with a secondary backing.
- D. Carpet Rolls shall be 15' wide rolls.
 - 1. Rolls shall be long enough to go from field sideline to sideline.
 - 2. Where the playing field is for football, the perimeter white line shall be tufted into the individual sideline rolls.
- E. Backing:
 - 1. Primary backing shall be a double-layered polypropylene fabric.
 - 2. Secondary backing shall consist of an application of porous, heat-activated urethane to permanently lock the fiber tufts in place.
 - 3. Perforated (with punched holes), backed carpet are unacceptable.
- F. Monofilament fibers shall be 14,500 denier, slit-film fibers shall be 5000 denier - both fibers shall be low friction, and UV-resistant, measuring not less than 2.25 inches high.
 - 1. Systems with less than 2.25 inch fibers are unacceptable.
- G. Infill materials shall be approved by the manufacturer.
 - 1. Infill shall consist of a resilient layered granular system, comprising selected and graded sand and cryogenically hammer-milled SBR rubber crumb with a top layer of the extruded CoolPlay composite.
 - 2. Artificial Grass products without cryogenically processed rubber and a top layer of the extruded CoolPlay composite will not be acceptable.
 - 3. Cooling composite must have a bulk density of 0.55g/cm³ +/- 15% and a specific gravity of greater than 1.
- H. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- I. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- J. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

2.2 QUALITY CONTROL IN MANUFACTURING

- A. The manufacturer shall own and operate its own manufacturing plant in North America. Both tufting of the field fibers into the backing materials and coating of the turf system must be done in-house by the turf manufacturer. Outsourcing of either is unacceptable.
- B. The manufacturer shall have full-time certified in-house inspectors at their manufacturing plant that are experts with industry standards.
- C. The manufacturer’s full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- D. Primary backing shall be inspected by the manufacturer’s full-time certified in-house inspectors before tufting begins.
- E. The manufacturer’s full-time in-house certified inspectors shall verify “pick count”, yarn density in relation to the backing, to ensure the accurate amount of face yarn per square inch.
- F. The manufacturer’s full-time, in-house, certified inspectors shall perform turf inspections at all levels of production including during the tufting process and at the final stages before the turf is loaded onto the truck for delivery.
- G. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in-house, certified inspectors.
- H. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.

2.3 FIELD GROOMER & SWEEPER

- A. Supply field groomer as part of the work.
 - 1. Field Groomer shall include a towing attachment compatible with a field utility vehicle.
 - 2. Field Groomer shall be included.
 - 3. Field Sweeper shall include a towing attachment compatible with a field utility vehicle.
 - 4. Field Sweeper shall be included.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all sub-base leveling is complete prior to installation.
- B. Installer shall examine the surface to receive the synthetic turf and accept the sub-base planarity in writing prior to the beginning of installation.
 - 1. Acceptance is dependent upon the Owner’s test results indicating compaction and planarity are in compliance with manufacturer’s specifications.
 - 2. The surface shall be accepted by Installer as “clean” as installation commences and shall be maintained in that condition throughout the process.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

- C. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 (Modified Proctor procedure); and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade.
- D. Correct conditions detrimental to timely and proper completion of Work.
- E. Do not proceed until unsatisfactory conditions are corrected.
- F. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Prior to the beginning of installation, inspect the sub-base for tolerance to grade.
- B. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is in compliance with manufacturer's specifications and recommendations.
- C. Dimensions of the field and locations for markings shall be measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- D. When requested by Architect, installed sub-base shall be tested for porosity prior to the installation of the slit-film/monofilament turf. A sub base that drains poorly is an unacceptable substrate

3.3 INSTALLATION - GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, topdressing or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.
- D. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, NFHS rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be in full compliance with final shop drawings.

3.4 INSTALLATION

- A. Install at location(s) indicated, to comply with final shop drawings, manufacturers'/installer's instructions.
- B. The Contractor shall strictly adhere to specified procedures. Any variance from these requirements shall be provided in writing, by the manufacturer's on-site representative, and submitted to the Architect and/or Owner, verifying that the changes do not in any way affect the Warranty. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer's standard procedures.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

- C. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
 - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer
- D. Full width rolls shall be laid out across the field.
 - 1. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
 - 2. No cross seams will be allowed in the main playing area between the sidelines.
 - 3. Each roll shall be attached to the next roll utilizing standard state-of-the-art sewing procedures.
 - 4. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing surface.
- E. Artificial turf panel seams shall be sewn along the selvedge edging flap of the turf roll. Seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
 - 1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
 - 2. Seams shall be flat, tight, and permanent with no separation or fraying.
 - 3. In the case of all lines and logos, field fibers must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives.
- F. Infill Materials:
 - 1. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
 - 2. Three-layered infill shall be installed in a systematic order.
 - 3. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a mix of sand and cryogenic SBR rubber. A final application of the specifically sized Cooling composite completes the system. The Infill shall be installed to a minimum depth of 1 1/2”.
- G. Non-tufted or inlaid lines and markings shall be painted in accordance with turf and paint manufacturers’ recommendations. Number of applications will be dependent upon installation and field conditions.
- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer’s standard procedures.
- I. Upon completion of installation, the finished field shall be inspected by the installation crew and an installation supervisor.

3.5 FIELD MARKINGS

- A. Field markings shall be installed in accordance with approved shop drawings. If football is designated as the primary sport, all five yard lines will be tufted-in.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

- B. Balance of sports markings will be inlaid or painted in accordance with the Drawings.
- C. Center field logo shall be inlaid according to artwork indicated on Drawings and in accordance with manufacturer's standard palette of turf colors.
- D. End-zone letters and logos shall be inlaid according to artwork and fonts indicated on the Drawings, and in accordance with manufacturer's standard palette of turf colors.

3.6 ADJUSTMENT AND CLEANING

- A. Do not permit traffic over unprotected surface.
- B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- C. All usable remnants of new material shall become the property of the Owner.
- D. The Contractor shall keep the area clean throughout the project and clear of debris.
- E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

3.7 PROTECTION

- A. Protect installation throughout construction process until date of final completion.

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

ROCK EXCAVATION

1. Rock Excavation
 - a. Where necessary to excavate rock material in quantities of more than one (1) cubic yard at a specific location, such material will be measured for payment as an extra or additional payment to ordinary excavation included in other pay items.
 - b. Measurement of rock excavation volume in cubic yards (CY) will be made by profiling the average top elevation of rock visible at sides of excavation, presuming the level to which rock is removed at one half (0.5) foot below water pipe barrel, and presuming trench width over its entire length to be the sum of the nominal pipe diameter plus eighteen (18) inches. At structures and miscellaneous construction, the actual necessary rock volume removed will be determined using the rock removal distances as specified in earthwork specifications.
 - c. In areas of rock excavation, provide the services of a Georgia licensed and registered land surveyor and survey crew to take measurements of ground elevations and rock elevations before use of explosives for rock removal. The Contractor shall not backfill or otherwise cover adjacent exposed rock until completion of rock excavation measurement. Take survey elevations of the overburden or rock top surface along the pipe centerline rock excavation area and compute rock removal quantities to the limits indicated in the Specifications. Rock removed beyond specified lines and grades will not be measured for payment. Record rock drilling blast notes that measure the depth of the overburden to the top of rock surface to combine with the overburden top elevation measurements for rock volume computations. Furnish one copy of survey notes, rock drilling blast notes, and rock volume computations to the Owner or Engineer for review and approval for payment. Notify Owner or Engineer 24 hours in advance of surveying and rock drilling and permit Engineer or Owner's representative to witness surveying and rock drilling operations.
 - d. Payment for rock excavation applies only at open cut locations. Rock materials encountered during tunneling or drilling operations is not eligible for rock excavation payment. Encountering rock during such operations is incidental to the work and considered part of the work paid under that unit price item.
 - e. Payment for rock excavation shall be made at the stipulated unit price shown on the Bid form, which shall also include compensation for providing and properly placing suitable replacement backfill up to pipe grade and to finish grade, and to legally dispose of any excess excavated rock material off site.
 - f. Unit of Measurement: Cubic Yards (CY)

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

STABILIZATION STONE

1. Stabilization Stone
 - a. Where desirable in the opinion of the Owner or Engineer to use coarse granular material (stabilization stone) to backfill authorized over-excavation of unsuitable in-place foundation material, such granular material will be authorized and measured for payment to the nearest tenth (0.1) of a cubic yard. When the unsuitable nature of in-place material arises out of wet trench conditions, coarse granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Owner or Engineer.
 - b. Measurement for payment of coarse granular material will not be made where such material is part of a required pipe foundation bedding or where such material is used by the Contractor solely to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation. Such additional use of coarse granular material in bedding pipe or for other purposes is considered an incidental cost of constructing sewers and no separate payment will be made therefore.
 - c. When use of coarse granular material is authorized, its volume in cubic yards (CY) will be computed by multiplying (1) the horizontal length of the stabilization stone construction along the water centerline by (2) the authorized depth of stabilization stone measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications.
 - d. Fine granular material for pipe bedding is not a pay item, and its use is solely at Contractor's option.
 - e. Payment for stabilization stone shall be full compensation for furnishing and placing coarse granular material, including over-excavation of trench and related work.
 - f. Unit of Measurement: Cubic Yards (CY)

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1.	Mobilization	LS	1	\$ 140,398.50	\$ 140,398.50
2.	Traffic Control	LS	1	\$ 8,034.21	\$ 8,034.21
3.	Erosion Control	LS	1	\$ 105,914.06	\$ 105,914.06
4.	Demolition	LS	1	\$ 151,931.66	\$ 151,931.66
5.	Earthwork	LS	1	\$ 221,922.98	\$ 221,922.98
6.	Turf Football Field	LS	1	\$ 1,046,613.70	\$ 1,046,613.70
7.	Bathroom/Concession Building	LS	1	\$ 22,400.00	\$ 22,400.00
8.	Dumpster Pad and Enclosure	LS	1	\$ 42,550.00	\$ 42,550.00
9.	Graded Aggregate Base, 6 IN	SY	1520	\$ 13.67	\$ 20,778.40
10.	Graded Aggregate Base, 8 IN	SY	15220	\$ 14.16	\$ 215,515.20
11.	Asph Conc 12.5 MM Superpave	TN	1300	\$ 144.32	\$ 187,616.00
12.	Asph Conc 19 mm Superpave	TN	1675	\$ 137.59	\$ 230,463.25
13.	Tack Coat	GL	1540	\$ 7.77	\$ 11,965.80
14.	Mill Asph Conc Pavement, 1.5 IN	SY	470	\$ 17.65	\$ 8,295.50
15.	Concrete Sidewalk, 4 IN	SY	1300	\$ 49.61	\$ 64,493.00
16.	Concrete Sidewalk, 8 IN	SY	60	\$ 108.24	\$ 6,494.40
17.	Concrete Header Curb, 6 IN, TP 2	LF	592	\$ 22.80	\$ 13,497.60
18.	Flush Concrete Header Curb, 6 IN	LF	1910	\$ 19.93	\$ 38,066.30
19.	Concrete Curb & Gutter, 6 IN X 24 IN, TP 2	LF	5882	\$ 19.19	\$ 112,875.58
20.	Curb Cut Wheel Chair Ramp, Type B	EA	4	\$ 550.00	\$ 2,200.00
21.	Curb Cut Wheel Chair Ramp, Type D	EA	5	\$ 550.00	\$ 2,750.00
22.	Detectable Warning Strips	EA	15	\$ 416.47	\$ 6,247.05
23.	Precast Wheel Stop	EA	203	\$ 106.47	\$ 21,613.41
24.	Retaining Wall Concrete Swale	CY	18	\$ 455.94	\$ 8,206.92
25.	Retaining Wall #1	SF	592	\$ 29.58	\$ 17,511.36
26.	Field #2 Retaining Wall #1	SF	431	\$ 29.15	\$ 12,563.65
27.	Field #2 Retaining Wall #2	SF	135	\$ 37.82	\$ 5,105.70
28.	Galv Steel Pipe Handrail	LF	140	\$ 172.38	\$ 24,133.20
29.	Stop Sign	EA	4	\$ 253.50	\$ 1,014.00
30.	Do Not Enter Sign	EA	3	\$ 278.85	\$ 836.55
31.	Handicap Parking Sign	EA	10	\$ 152.10	\$ 1,521.00
32.	Solid Traffic Stripe, 5 IN, White	LF	4520	\$ 1.01	\$ 4,565.20
33.	Solid Traffic Stripe, 5 IN, Yellow	LF	120	\$ 1.01	\$ 121.20
34.	Solid Traffic Stripe, 5 IN, Colored	LF	630	\$ 1.52	\$ 957.60
35.	Skip Traffic Stripe, 5 IN, Colored	LF	630	\$ 0.76	\$ 478.80
36.	Solid Traffic Stripe, 8 IN, White	LF	662	\$ 3.04	\$ 2,012.48
37.	Solid Traffic Stripe, 24 IN, White	LF	55	\$ 10.14	\$ 557.70
38.	Traffic Stripe, White	SY	110	\$ 10.14	\$ 1,115.40
39.	Pavement Marking, Handicap Symbol	EA	10	\$ 50.70	\$ 507.00
40.	Pavement Marking, Arrow, Type 1, White	EA	9	\$ 55.77	\$ 501.93
41.	Pavement Marking, Arrow, Type 2, White	EA	2	\$ 55.77	\$ 111.54
42.	Pavement Marking, Arrow, Type 3, White	EA	1	\$ 76.05	\$ 76.05
43.	Pavement Marking, Arrow, Type 5, White	EA	1	\$ 86.19	\$ 86.19
44.	Storm Drain Pipe, PVC, 8 IN	LF	44	\$ 61.78	\$ 2,718.32

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

45.	Storm Drain Pipe, RCP, 15 IN	LF	203	\$ 69.60	\$ 14,128.80
46.	Storm Drain Pipe, RCP, 18 IN	LF	960	\$ 81.36	\$ 78,105.60
47.	Storm Drain Pipe, RCP, 24 IN	LF	740	\$ 95.78	\$ 70,877.20
48.	Storm Drain Pipe, HDPE, 15 IN	LF	340	\$ 33.16	\$ 11,274.40
49.	Storm Drain Pipe, HDPE, 30 IN	LF	75	\$ 88.56	\$ 6,642.00
50.	Flared End Section, RCP, 18 IN	EA	2	\$ 1,849.59	\$ 3,699.18
51.	Flared End Section, RCP, 24 IN	EA	1	\$ 2,290.34	\$ 2,290.34
52.	Flared End Section, RCP, 30 IN	EA	1	\$ 1,615.41	\$ 1,615.41
53.	STN Dumped Rip Rap, TP 3, 18 IN	SY	84	\$ 99.31	\$ 8,342.04
54.	Single Wing Catch Basin, 1033D	EA	5	\$ 6,000.34	\$ 30,001.70
55.	Double Wing Catch Basin, 1034D	EA	3	\$ 6,357.12	\$ 19,071.36
56.	Combination Drop Inlet	EA	8	\$ 3,752.82	\$ 30,022.56
57.	GDOT 1019B Grate Inlet	EA	4	\$ 5,799.98	\$ 23,199.92
58.	Manhole	EA	6	\$ 4,669.67	\$ 28,018.02
59.	4' Weir Inlet	EA	2	\$ 4,346.58	\$ 8,693.16
60.	5' Weir Inlet	EA	1	\$ 6,752.03	\$ 6,752.03
61.	Ditch Drop Inlet - GDOT D-4	EA	1	\$ 3,855.55	\$ 3,855.55
62.	Nyloplast 18 IN Pedestrian Grate Inlet	EA	1	\$ 2,484.17	\$ 2,484.17
63.	Rip Rap Ditch	SY	115	\$ 108.89	\$ 12,522.35
64.	Plastic Filter Fabric	SY	200	\$ 4.22	\$ 844.00
65.	Proprietary System 1	LS	1	\$ 29,718.65	\$ 29,718.65
66.	Proprietary System 2	LS	1	\$ 16,240.47	\$ 16,240.47
67.	Proprietary System 3	LS	1	\$ 15,711.59	\$ 15,711.59
68.	Adjust Manhole to Grade	EA	7	\$ 1,491.37	\$ 10,439.59
69.	Sewer Lateral	EA	1	\$ 3,944.31	\$ 3,944.31
70.	Water Service Lateral	EA	1	\$ 5,365.24	\$ 5,365.24
71.	Quercus Nutali, 'Nuttall Oak'	EA	18	\$ 628.68	\$ 11,316.24
72.	Taxodium Distichum, 'Bald Cypress'	EA	15	\$ 628.68	\$ 9,430.20
73.	Cercis Canadensis, 'Forest Pansy Redbud'	EA	36	\$ 486.72	\$ 17,521.92
74.	Amelanchier x grandiflora, 'Autumn Brilliance Serviceberry'	EA	13	\$ 719.94	\$ 9,359.22
75.	Double Hammered Hardwood Mulch	SF	9500	\$ 0.61	\$ 5,795.00
76.	TifTuf Bermuda Sod	SF	7200	\$ 3.00	\$ 21,600.00
77.	Rock Excavation	CY	300	\$90.00	\$ 27,000.00
78.	Stabilization Stone	CY	50	\$ 116.37	\$ 5,818.50
TOTAL BID AMOUNT:					\$ 419,039.11 \$ 4,219,039.11


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

**Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II**

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 VERTICAL EARTH, INC.
ADDRESS 4025 MATT HWY CUMMING, GA 30028
AUTHORIZED SIGNATURE 
PRINT / TYPE NAME BRETT JOHNSON
CONTACT’S PHONE NUMBER 770-888-2224
CONTACT’S EMAIL ADDRESS BJOHNSON@VERTICAL-EARTH.COM

**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. VERTICAL EARTH, INC.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5	Address (number, street, and apt. or suite no.) See instructions. 10025 MATT HWY	Requester's name and address (optional)
6	City, state, and ZIP code CUMMING, GA 30028	
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	
58 - 2299053	

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 ▶ 6/27/23
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



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:	VERTICAL EARTH, INC.
Solicitation/Bid number or Project Description:	ITB # 2023 - 022

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:

223214
 Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)
VERTICAL EARTH, INC.
 Name of Contractor

4/9/09
 Date of Authorization

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

BRETT JOHNSON
 Printed Name (of Authorized Officer or Agent of Contractor)

CEO
 Title (of Authorized Officer or Agent of Contractor)

[Signature]
 Signature (of Authorized Officer or Agent)

4/26/23
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26 DAY OF June, 2023
[Signature]
 Notary Public

My Commission Expires: 06-27-2026





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:	Vertical Earth
Subcontractor's (Your) Name	Precision Turf, LLC.
Solicitation/Bid number or Project Description:	Fitzgerald Park

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

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

153926
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)
Precision Turf, LLC.

9/23/2008
 Date of Authorization

Name of Subcontractor

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

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

Member Manager
 Title (of Authorized Officer or Agent of Contractor)

[Signature]
 Signature (of Authorized Officer or Agent)

6/23/2023
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF JUNE, 2023

[Signature]
 Notary Public

My Commission Expires: MAY 27 2026





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	
Subcontractor's (Your) Name	Highway Markings LLC
Solicitation/Bid number or Project Description:	Fitzgerald Park Improvements

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

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

1537398

1/26/2023

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

Date of Authorization

Highway Markings

Name of Subcontractor

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

Project Manager

Adam Cummings

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

06/28/2023

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28 DAY OF June, 20 23

Notary Public Ajay Acharya

[NOTARY SEAL]

09/14/2024

My Commission Expires: _____





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	Vertical Earth
Subcontractor's (Your) Name	HydroSpec, Inc
Solicitation/Bid number or Project Description:	

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

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

92839
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)
HydroSpec, Inc
 Name of Subcontractor

08/2008
 Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct
Darila Oving
 Printed Name (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

Controlled
 Title (of Authorized Officer or Agent of Contractor)
6/27/23
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF JUNE, 2023

Molly Capozzi
 Notary Public

My Commission Expires: 5/24/27



EXHIBIT F

Contact Information Form

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

Full Legal Name of Company: VERTICAL EARTH INC.

Contractor Information:

Primary Contact Person: JEFF DUNWIDDIE

Title: DIRECTOR OF PRECONSTRUCTION Telephone Number: 770-888-2224

Secondary Contact Person: BRANDON KIRBY

Title: BUSINESS DEVELOPMENT Telephone Number: 470-208-0716

Address: 6025 MATT HWY

City / State / Zip: CUMMING, GA 30028

Mailing Address (If different than above): _____

City / State / Zip: _____

E-mail Address: JDUNWIDDIE@VERTICAL-EARTH.COM

Federal Employee ID Number (FEIN): 58-2299053

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-022

FITZGERALD PARK IMPROVEMENTS - PHASE II

SEE ATTACHED REVISED BID MANUAL

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: VERTICAL EARTH, INC.

CONTACT PERSON: DAVID TAFT

ADDRESS: 4025 MATT HWY

CITY: CUMMING STATE: GA ZIP: 30028

PHONE: 770-888-2224 FAX: 678-947-3672

EMAIL ADDRESS: DTAFT@VERTICAL-EARTH.COM

David Taft 6/27/23

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #2 FORM

ITB #2023-022

FITZGERALD PARK IMPROVEMENTS - PHASE II

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: VERTICAL EARTH, INC.

CONTACT PERSON: DAVID TAFT

ADDRESS: 6025 MATT HWY

CITY: CUMMING STATE: GA ZIP: 30028

PHONE: 770-888-2224 FAX: 678-947-3672

EMAIL ADDRESS: DTAFT@VERTICAL-EARTH.COM

 4/27/23

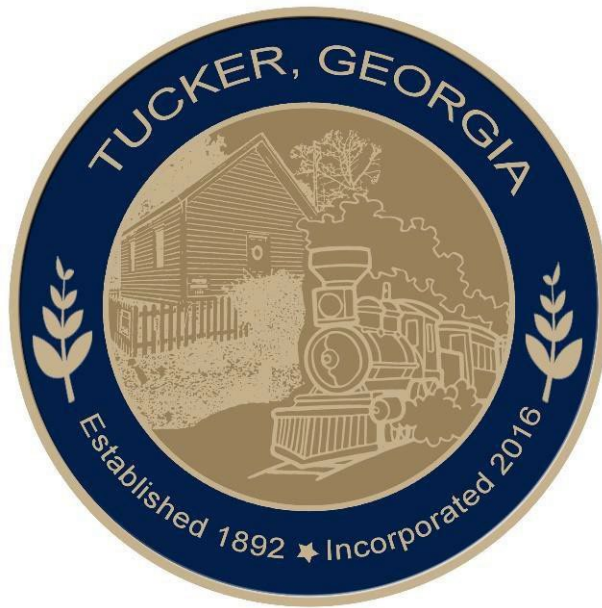
SIGNATURE

DATE

City of Tucker

Invitation to Bid
ITB # 2023 - 022

FITZGERALD PARK IMPROVEMENTS
PHASE II



BID MANUAL

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

City of Tucker Invitation to Bid
ITB #2023-022
FITZGERALD PARK IMPROVEMENTS
PHASE II

INVITATION: The City of Tucker, Georgia is seeking competitive bids for a sidewalk and MARTA pad construction contract. Proposals will be accepted until the date and time listed below and will be awarded to the responsible and responsive bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. The City reserves the right to negotiate with the lowest responsible and responsive bidder as provided for in O.C.G.A. § 36-91-21. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	May 30, 2023
Pre-Bid Conference	June 6, 2023
Deadline for Questions	June 13, 2023 at 5:00 p.m.
Responses to Questions Posted (Addenda)	June 15, 2023
Bid Deadline	June 27, 2023, at 2:15 P.M. EDT
Bid Opening at City Hall	June 27, 2023, at 3:00 P.M. EDT
Award at Council Meeting	July 10, 2023 (tentative)
Completion from Notice to Proceed	270 days

SCOPE OF WORK: Refer to Exhibit A.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov Reference Bid #2023-022

PRE-BID CONFERENCE: A mandatory pre-bid conference is scheduled for Tuesday, June 6th, 2023 at 10:00 A.M. EDT. Attendees will meet at Fitzgerald Park located at 4877 Lawrenceville Hwy, Tucker, GA 30084.

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

SUBMITTAL REQUIREMENTS: Submit an electronic copy of the full proposal to procurement@tuckerga.gov no later than June 27, 2023, at 2:15 P.M. Be sure to name the proposal file with ITB #2023-022 and your company name.

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

ITB 2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Cost Proposal Form (Exhibit B)
2. W-9 Form (Exhibit C)
3. Certificate of Insurance (Exhibit D)
4. Contractor Affidavit (Exhibit E-1)
5. Subcontractor Affidavit (Exhibit E-2)
6. Bid Bond Form
7. Contact Form (Exhibit F)
8. Proposed List of Subcontractors
9. Related Experience and References
10. Acknowledgement of Addendum issued with each Addendum

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

If a sample contract is attached to this manual, by submitting a bid, you consent, upon award, to executing such an agreement and/or to substantially similar contract language.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of improvements to Fitzgerald Park. The improvements generally consist of demolition of existing buildings and parking lots, moderate earthwork and clearing and grubbing, construction of new parking lots and driveways including stormwater infrastructure, concrete flatwork, retaining walls, artificial turf playing field, and a restroom/concession building including water and sewer connections.

The complete scope, plans, and other relevant information for ITB 2023-022 Fitzgerald Park Improvements – Phase II 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;
- DeKalb County Department of Watershed Management Design & Construction Standards Manual
- 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

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.

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

Payment shall be made in arrears upon satisfactory completion of work.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 270 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures are limited to the hours of 9:00AM to 4:00PM. The City will consider

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list items) that is not completed within 270 days of Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$200.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule 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.

All submittals are to be provided to the Owner by the Contractor prior to commencing any work.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

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

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

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.

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 to grade by the contractor.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL CONDITIONS

1. Contractor to call 811 for utility locates. Minor field adjustments may be necessary or directed by the City.

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-02 FITZGERALD PARK IMPROVEMENTS – PHASE II

SUBCONTRACTOR

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

RESTROOM AND CONCESSION BUILDING

The scope of the project is to be the Design and providing a set of Issued for Construction documents for a new +/- 3,200 sf Single Story Free Standing Building that will contain the following Spaces:

- Public Restrooms (men’s & women’s separate spaces)
- 2(ea) Family Restrooms
- Concession Area
- Stock Room adjoining the Concession w/ interior door for access
- Storage, Janitor, Mechanical and Electrical Room
- Maintenance Chase (with access) Separating Men’s & Women’s Restrooms

Design Criteria

Code Compliances:

- Applicable Design Codes by local municipality building authorities requirements
- U.S. Department of Justice A.D.A. Standards for Accessible Design (ADA) – 2010 edition
- State Registered Architect/Engineer/Design Professional Signed, Sealed & Dated w/registration number on all sheets
- Construction Type: VB
- Occupancy Classification: Assembly
- Fire Rating Construction: Non-Rated Building
- Sprinkler Requirement: Non-Sprinkled
- Allowable Building Height & Area: Single Story & (area to be determined)
- Occupancy Load Calculations (per LSC) (to be determined)
- Plumbing Fixture Requirements / Proposed Fixture Count (including calc’s) (to be determined)

Design Loads:

- Live Loads:
 - o 20 PSF ROOF
 - o 30 PSF ATTIC
 - o 100 PSF FLOORS
- Wind Design Data:
 - o Risk Category: Category II
 - o Exposure Category: Category C
 - o Basic Design Wind Speed: V=106mph
 - o Allowable Stress Design Wind Speed: V=89mph
 - o Enclosure Classification: Enclosed
 - o Internal Pressure Coefficient: +/- 0.18

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

Seismic Design Data:

- | | | |
|---|---|--------------------|
| o | Risk Category | Category II |
| o | Seismic Importance Factor | 1.0 |
| o | Mapped Spectral Response Accelerations: | (to be determined) |
| o | Site Class: | (to be determined) |
| o | Design Base Shear: | (to be determined) |
| • | Snow Loads: Ground Snow Load: | 5 PSF |

Scope of Material

ARCHITECTURAL

Foundation - (see Structural below for further information)

- 4” reinforced concrete monolithic slab, 3000 PSI

Exterior Walls - (see Structural below for further information)

- Concrete reinforced masonry units (CMU)
- Mortar joint: Gray
- Unit Size: Typical Nominal 8”x16”x8”
- Surface Finishes: Split Face
- Block Color: Standard Gray
- Exterior block to have anti-graffiti coating

Roof System - (see Structural below for further information)

- Commercial Grade Standing Seam System
- Sheath with APA rated sheathing
- Insulation (per code)
- Gutter and Downspouts
- Metal canopy / continuation of roof system extending over window service area of the Concession Stand

Exterior Doors and Frames

- Exterior insulated composite metal doors (Level III, 16 gauge, extra heavy duty, model two seamless w/polyurethane core)
- Welded steel frame (16 gauge w/backbend turns)
- Both doors and frames to be powder coated (color selected by owner)

Exterior Windows

- Concession window covered with Lexan type material, with service openings
- Concession window to have a commercial metal counter roll-up shutter system

Interior Walls - (see Structural below for further information)

- Concrete reinforced masonry units (CMU)
- Mortar joint: Gray

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

- Unit Size: Typical nominal 8”x16”x6”
- Surface Finishes: Standard (smooth)
- Block Color: Standard Gray

Interior Ceilings

- Hard surface - smooth, washable and mildew resistant surface finish - all rooms including service chase

Interior Doors and Frames

- Insulated composite metal doors (Level III, 16 gauge, extra heavy duty, model two seamless w/polyurethane core)
- Welded steel frame (16 gauge w/backbend turns)
- Both doors and frames to be powder coated (color selected by owner)

Hardware

- Stainless steel ball bearing heavy duty hinges
- Heavy duty door closers
- Doors to have stainless steel kick plates (both sides) w/ aluminum thresholds for exterior doors
- Doors to have grade 2, lever locks with latch plate guards
- Restroom doors to have magnetic locking system w/ locked indicator light
- Hardware to meet ADA compliance

ADA Restrooms

- Wall mounted, top supply, stainless steel toilets w/ exposed sensor flush valves
- Wall mounted top supply, stainless steel urinals with exposed sensor flush valves
- Wall mounted stainless steel sinks w/ motion sensor faucets, hardwired with transformer
- Surface mounted mirrors with stainless steel frames
- Wall mounted light fixture above mirror at sinks
- Wall mounted stainless steel 2-roll toilet paper dispensers
- Wall mounted stainless steel soap dispensers
- Wall mounted stainless steel electric hand dryers
- Floor to Ceiling composite type material partitions (graffiti resistant)
- Surface mounted diaper deck
- ADA grab bars to meet code and fixture count

Concession Area

(plumbing fixtures)

- Stainless Steel 3-Compartment convenience store sink
 - Stainless Steel One Compartment prep sink
 - Stainless Steel Hand Sink
- (owner supplied commercial equipment for electrical load demand)
- 1-Door merchandising counter top freezer
 - 1-Door merchandising reach in cooler
 - Mobile heated cabinet
 - Counter top oven (small)
 - Warming drawers
 - Menu board (digital)

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

- Coffee and tea equipment
- Ice Machine w/ Bin
- Commercial Microwave
(owner supplied fixtures)
- Stainless Steel service window countertop (Belly up)
- Stainless Steel 24"x60" tables w/ under shelf
- Merchandising shelves
- Condiment holder

Finishes - (colors selected by owners)

- Concrete floor to be stained and sealed
- Walls to receive 4" rubber cove base
- Painted surfaces to receive prime coat and one finish coat
- All rooms to receive epoxy paint

Miscellaneous

- Surface mounted stainless steel bi-level drinking fountain w/ bottle filler & pet bowl

STRUCTURAL

(see Architectural for other structural associated information)

Foundation

- Continuous reinforced concrete spread footings.
- Allowable soil bearing pressure presumed to be 2,000 psf, to be confirmed with geotechnical exploration
- Reinforced slab on grade on 4" compacted GAB
- Concrete:
 - o F'c= 3,000 psi for footings
 - o F'c= 4,000 psi for slabs. Provide air entrainment for exposed slabs on grade

Wall Framing

- Exterior walls: 8" reinforced split face cmu, F'm = 2,000psi
- Interior walls: 8" reinforced standard cmu, F'm = 2,000psi

Roof Level

- Pre-engineered roof trusses 24" on center with attic space at center, as practical
- Roof trusses to span from exterior wall to exterior wall
- Hold downs sized for up lift loads
- Roof sheathing: 19/32" APA rated sheathing, exposure 1
- Slip joint connections between partition walls and roof trusses

MECHANICAL, ELECTRICAL & PLUMBING

(see Architectural for other MEP associated information)

HVAC

Exhibit A:
Project Specifications / Scope of Work
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

- Electric heaters located in each restroom and concessions area
- Restrooms, exhaust fan vented to outside of building. Exhaust fans to be energized via wall switch. Intake will be via wall louvers
- Concessions area, exhaust fan for circulation. Intake will be via concessions service windows

Electrical

- New electrical panel sized for the new concessions/restroom building
- Motion sensor interior lights. Comcheck report for lighting to confirm code compliance
- Exterior Security wall pack lights (photo cell)
- Wall outlets and required GFI outlets per code
- Circuiting for lighting and electric outlets
- Circuiting for the electric heaters and water heater
- Circuiting for the concessions area equipment
- Provide (2ea) 1” PVC conduits from electrical panel to outside of building for future needs

Plumbing

- Frost free hose bibs w/ recessed security box located on each exterior wall
- Frost free hose bibs w/ recessed security box located in each space (except service chase)
- Water service to include isolation valves and backflow preventer
- Waste and vent system to include cleanouts, sealing roof penetrations and tie-into sewer system
- Floor Drains in each space with trap primers
- Tank type water heater serving the lavatories in the restrooms and the concessions area. Water heater to be located in the Mechanical Storage room
- Thermostatic mixing valve for the hot water serving the toilet room lavatories to prevent scald

Exhibit A:
Project Specifications / Scope of Work
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ARTIFICIAL GRASS

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools and equipment necessary to install slit-film/monofilament artificial grass FieldTurf as indicated on the plans and as specified herein; including components and accessories required for a complete installation. including but not limited to
1. Acceptance of prepared sub-base.
 2. Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

1.2 REFERENCE STANDARDS

- A. FM Factory Mutual
1. P7825 - Approval Guide; Factory Mutual Research Corporation; current edition
- B. ASTM – American Society for Testing and Materials.
1. D1577 - Standard Test Method for Linear Density of Textile Fiber
 2. D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
 3. D1338 - Standard Test Method for Tuft Bind of Pile Yarn Floor Covering
 4. D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
 5. D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
 6. F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
 7. D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 8. D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 9. F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
 10. F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

1.3 SUBMITTALS

1. Provide substantiation that proposed system does not violate any other manufacturer's patents, patents allowed or patents pending.
 2. Provide a sample copy of insured, non-prorated warranty and insurance policy information.
- B. Comply with Submittals Procedures. Submit for approval prior to fabrication.
- C. Shop Drawings:
1. Indicate field layout; field marking plan and details for the specified sports; i.e., NCAA Football; roll/seaming layout; methods of attachment, field openings and perimeter

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- conditions.
2. Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
 3. Provide joint submission with related trades when requested by Architect.
- D. Product Data: **Due at time of bid.**
1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
 2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 3. Submit data in sufficient detail to indicate compliance with the contract documents.
 4. Submit manufacturer's instructions for installation.
 5. Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
- E. Samples: **Due at time of bid.** Submit a synthetic turf sample, 12 x 12 inches, representing the turf carpet portion of the product proposed for this project.
- F. Product Certification:
1. Submit manufacturer's certification that products and materials comply with requirements of the specifications.
 2. Submit test results indicating compliance with Reference Standards.
- G. Project Record Documents: Record actual locations of seams, drains and other pertinent information in accordance with Division 1 Specifications Series, General Requirements.
- H. List of existing installations: Submit list including respective Owner's representative and telephone number.
- I. Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.
- J. Testing data to the Owner to substantiate that the finished field meets the required shock attenuation, as per ASTM F1936.
- K. Submit Bills of Lading/Material Delivery Receipts for synthetic turf infill materials. Bills of lading shall bear the name of the project/delivery address, quantity of materials delivered, source/location of origin of infill materials and/or manufacturer, and date of delivery.
- L. Testing Certification: Submit certified copies of independent (third-party) laboratory reports on ASTM testing:
1. Pile Height, Face Weight & Total Fabric Weight, ASTM D5848.
 2. Primary & Secondary Backing Weights, ASTM D5848.
 3. Tuft Bind, ASTM D1335.
 4. Grab Tear Strength, ASTM D1682 or D5034.
 5. Shock Attenuation, ASTM F1936
 6. Water Permeability, ASTM D4491

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1.4 QUALITY ASSURANCE

- A. Comply with Section 01 43 00, Quality Assurance.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section. The turf contractor and/or the turf manufacturer:
 - 1. Shall be experienced in the manufacture and installation of specified type of infilled slit-film/monofilament synthetic grass system for a minimum of three years. This includes a slit-film/monofilament fiber, backing, the backing coating, and the installation method.
 - 2. Shall have 2000 fields or more in play for at least two years. Fields shall be 65,000 ft² or more
 - 3. Shall have a minimum of 500 fields that are at least 8 years old, which is equal to the respective warranty period.
 - 4. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.
 - 5. The manufacturer must be a Preferred Producer by all of the following major international governing bodies: FIFA, World Rugby, International Hockey Federation (FIH)
 - 6. Shall have a minimum of 100 installations in the State of GA.
 - 7. Shall have a minimum of 1 FIFA Quality Pro recommended field in North America.
 - 8. Shall have a minimum of 5 NFL game and/or practice fields in play for the previous year.
 - 9. Shall have minimum 25 NCAA Division 1 game and/or practice fields installed for (football or soccer).
 - 10. Shall have a minimum of 1000 installations in North America, each of 65,000 ft² or more.
 - 11. Shall provide third-party laboratory testing providing heat reduction qualities of the same infill materials used in the proposed turf system including the top layer Cooling composite.
 - 12. Manufacturer must provide proof that its turf systems have been subject to long-term independent, epidemiological and peer reviewed studies proving its ability to provide for a safe surface.
- C. Installer: Company shall specialize in performing the work of this section. The Contractor shall provide competent workmen skilled in this specific type of synthetic grass installation.
 - 1. The designated Supervisory Personnel on the project shall be certified, in writing by the turf manufacturer, as competent in the installation of specified slit-film/monofilament material, including sewing seams and proper installation of the infill mixture.
 - 2. Installer shall be certified by the manufacturer and licensed.
 - 3. The installer supervisor shall have a minimum of 5 years experience as either a construction manager or a supervisor of synthetic turf installations.
- D. Pre-Installation Conference: Conduct conference at project site at time to be determined by Architect. Review methods and procedures related to installation including, but not limited to, the following:
 - 1. Inspect and discuss existing conditions and preparatory work performed under other

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contracts.

2. In addition to the Contractor and the installer, arrange for the attendance of installers affected by the Work, The Owner’s representative, and the Architect.

- E. The Contractor shall verify special conditions required for the installation of the system.
- F. The Contractor shall notify the Architect of any discrepancies.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prevent contact with materials that may cause dysfunction.
- B. Deliver and store components with labels intact and legible.
- C. Store materials/components in a safe place, under cover, and elevated above grade.
- D. Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades.
- E. Inspect all delivered materials and products to ensure they are undamaged and in good condition.
- F. Comply with manufacturer’s recommendations.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate the Work with installation of work of related trades as the Work proceeds.
- B. Sequence the Work in order to prevent deterioration of installed system.

1.7 WARRANTY AND GUARANTEE

- A. The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the Owner or the manufacturer. The warranty shall be fully third party insured; pre paid for the entire 8 year term and be non-prorated. The Contractor shall provide a warranty to the Owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's representative. Prior to final payment for the synthetic turf, the Contractor shall submit to owner notification in writing that the field is officially added to the annual policy coverage, guaranteeing the warranty to the Owner. The insurance policy must be underwritten by an “AM Best” A rated carrier and must reflect the following values:

- Pre-Paid 8-year insured warranty from a single source.
- Maximum per claim coverage amount of \$33,000,000.
- Minimum of thirty-three million dollars (\$33,000,000) annual.

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- Must cover full 100% replacement value of total square footage installed, minimum of \$7.00 per sq ft. (in case of complete product failure, which will include removal and disposal of the existing surface)
- Provide a sample copy of insured, non-prorated warranty and insurance policy information.
- Policy cannot include any form of deductible to be paid by the Owner.

C. The artificial grass system must maintain a G-max of less than 200 for the life of the Warranty as per ASTM F1936.

1.8 MAINTENANCE SERVICE

- A. Contractor shall train the Owner's facility maintenance staff in the use of the turf manufacturer's recommended maintenance equipment.
- B. Manufacturer must provide maintenance guidelines to the facility maintenance staff.

PART 2 - PRODUCTS

2.1 MATERIALS AND PRODUCTS

- A. Artificial grass system materials shall consist of the following:
 1. Carpet made of slit-film and monofilament polyethylene fibers tufted together into each individual stitch, into a non-perforated backing. Alternating row monofilament and slit-film carpet constructions are not permitted.
 2. Infill: Controlled mixture of graded sand and cryogenic rubber crumb that partially covers the carpet. A top infill layer of the Cooling extruded composite is mandatory.
 3. Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass slit-film/monofilament Turf.

B. The installed artificial grass slit-film/monofilament Turf shall have the following properties:

Standard	Property	Specification
ASTM D1577	Pile Yarn Type	UV-resistant polyethylene
	Yarn Structure – A	Slit-Film
	Yarn Denier - A	5,000
	Yarn Structure – B	Ridged Monofilament
ASTM D5823	Yarn Denier – B	14,500
	Pile Height	2.25”
ASTM D5793	Stitch Gauge	3/4”
ASTM D5848	Pile Weight	43+oz/square yard
ASTM D5848	Primary Backing	7+oz/square yard
ASTM D5848	Secondary Backing	14+oz/square yard
ASTM D5848	Total Weight	64+oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	8+lbs

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ASTM D5034	Grab Tear (Width)	200 lbs/force
ASTM D5034	Grab Tear (Length)	200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F1936	Impact Attenuation (Gmax)	<200
	Infill Material Depth	1.5 inches
	CoolPlay Composite	0.6lbs/square foot
	Sand Infill Component	6.2lbs/square foot
	Cryogenic Infill Component	1.6lbs/square foot
	Total Product Weight	1274oz/square yard

Variation of +/- 5% on above listed properties is within normal manufacturing tolerances

- C. Carpet shall consist of slit-film/monofilament fibers tufted into a primary backing with a secondary backing.
- D. Carpet Rolls shall be 15' wide rolls.
 - 1. Rolls shall be long enough to go from field sideline to sideline.
 - 2. Where the playing field is for football, the perimeter white line shall be tufted into the individual sideline rolls.
- E. Backing:
 - 1. Primary backing shall be a double-layered polypropylene fabric.
 - 2. Secondary backing shall consist of an application of porous, heat-activated urethane to permanently lock the fiber tufts in place.
 - 3. Perforated (with punched holes), backed carpet are unacceptable.
- F. Monofilament fibers shall be 14,500 denier, slit-film fibers shall be 5000 denier - both fibers shall be low friction, and UV-resistant, measuring not less than 2.25 inches high.
 - 1. Systems with less than 2.25 inch fibers are unacceptable.
- G. Infill materials shall be approved by the manufacturer.
 - 1. Infill shall consist of a resilient layered granular system, comprising selected and graded sand and cryogenically hammer-milled SBR rubber crumb with a top layer of the extruded CoolPlay composite.
 - 2. Artificial Grass products without cryogenically processed rubber and a top layer of the extruded CoolPlay composite will not be acceptable.
 - 3. Cooling composite must have a bulk density of 0.55g/cm³ +/- 15% and a specific gravity of greater than 1.
- H. Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- I. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- J. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.

Exhibit A:
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2.2 QUALITY CONTROL IN MANUFACTURING

- A. The manufacturer shall own and operate its own manufacturing plant in North America. Both tufting of the field fibers into the backing materials and coating of the turf system must be done in-house by the turf manufacturer. Outsourcing of either is unacceptable.
- B. The manufacturer shall have full-time certified in-house inspectors at their manufacturing plant that are experts with industry standards.
- C. The manufacturer’s full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- D. Primary backing shall be inspected by the manufacturer’s full-time certified in-house inspectors before tufting begins.
- E. The manufacturer’s full-time in-house certified inspectors shall verify “pick count”, yarn density in relation to the backing, to ensure the accurate amount of face yarn per square inch.
- F. The manufacturer’s full-time, in-house, certified inspectors shall perform turf inspections at all levels of production including during the tufting process and at the final stages before the turf is loaded onto the truck for delivery.
- G. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in-house, certified inspectors.
- H. The manufacturer must have ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment and safety management systems.

2.3 FIELD GROOMER & SWEEPER

- A. Supply field groomer as part of the work.
 - 1. Field Groomer shall include a towing attachment compatible with a field utility vehicle.
 - 2. Field Groomer shall be included.
 - 3. Field Sweeper shall include a towing attachment compatible with a field utility vehicle.
 - 4. Field Sweeper shall be included.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that all sub-base leveling is complete prior to installation.
- B. Installer shall examine the surface to receive the synthetic turf and accept the sub-base planarity in writing prior to the beginning of installation.
 - 1. Acceptance is dependent upon the Owner’s test results indicating compaction and planarity are in compliance with manufacturer’s specifications.
 - 2. The surface shall be accepted by Installer as “clean” as installation commences and shall be maintained in that condition throughout the process.

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- C. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 (Modified Proctor procedure); and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade.
- D. Correct conditions detrimental to timely and proper completion of Work.
- E. Do not proceed until unsatisfactory conditions are corrected.
- F. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Prior to the beginning of installation, inspect the sub-base for tolerance to grade.
- B. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is in compliance with manufacturer's specifications and recommendations.
- C. Dimensions of the field and locations for markings shall be measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- D. When requested by Architect, installed sub-base shall be tested for porosity prior to the installation of the slit-film/monofilament turf. A sub base that drains poorly is an unacceptable substrate

3.3 INSTALLATION - GENERAL

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, topdressing or brushing operations.
- C. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.
- D. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, NFHS rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be in full compliance with final shop drawings.

3.4 INSTALLATION

- A. Install at location(s) indicated, to comply with final shop drawings, manufacturers'/installer's instructions.
- B. The Contractor shall strictly adhere to specified procedures. Any variance from these requirements shall be provided in writing, by the manufacturer's on-site representative, and submitted to the Architect and/or Owner, verifying that the changes do not in any way affect the Warranty. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer's standard procedures.

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- C. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
 - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer

- D. Full width rolls shall be laid out across the field.
 - 1. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
 - 2. No cross seams will be allowed in the main playing area between the sidelines.
 - 3. Each roll shall be attached to the next roll utilizing standard state-of-the-art sewing procedures.
 - 4. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing surface.

- E. Artificial turf panel seams shall be sewn along the selvedge edging flap of the turf roll. Seams secured by other means including gluing are unacceptable. Installation shall be 99% sewn.
 - 1. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the specifications.
 - 2. Seams shall be flat, tight, and permanent with no separation or fraying.
 - 3. In the case of all lines and logos, field fibers must be sheared to the backing (do not cut the backing) and adhered using hot melt adhesives.

- F. Infill Materials:
 - 1. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
 - 2. Three-layered infill shall be installed in a systematic order.
 - 3. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a mix of sand and cryogenic SBR rubber. A final application of the specifically sized Cooling composite completes the system. The Infill shall be installed to a minimum depth of 1 1/2”.

- G. Non-tufted or inlaid lines and markings shall be painted in accordance with turf and paint manufacturers’ recommendations. Number of applications will be dependent upon installation and field conditions.

- H. Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer’s standard procedures.

- I. Upon completion of installation, the finished field shall be inspected by the installation crew and an installation supervisor.

3.5 FIELD MARKINGS

- A. Field markings shall be installed in accordance with approved shop drawings. If football is designated as the primary sport, all five yard lines will be tufted-in.

Exhibit A:
Project Specifications / Scope of Work
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- B. Balance of sports markings will be inlaid or painted in accordance with the Drawings.
- C. Center field logo shall be inlaid according to artwork indicated on Drawings and in accordance with manufacturer's standard palette of turf colors.
- D. End-zone letters and logos shall be inlaid according to artwork and fonts indicated on the Drawings, and in accordance with manufacturer's standard palette of turf colors.

3.6 ADJUSTMENT AND CLEANING

- A. Do not permit traffic over unprotected surface.
- B. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- C. All usable remnants of new material shall become the property of the Owner.
- D. The Contractor shall keep the area clean throughout the project and clear of debris.
- E. Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

3.7 PROTECTION

- A. Protect installation throughout construction process until date of final completion.

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

ROCK EXCAVATION

1. Rock Excavation
 - a. Where necessary to excavate rock material in quantities of more than one (1) cubic yard at a specific location, such material will be measured for payment as an extra or additional payment to ordinary excavation included in other pay items.
 - b. Measurement of rock excavation volume in cubic yards (CY) will be made by profiling the average top elevation of rock visible at sides of excavation, presuming the level to which rock is removed at one half (0.5) foot below water pipe barrel, and presuming trench width over its entire length to be the sum of the nominal pipe diameter plus eighteen (18) inches. At structures and miscellaneous construction, the actual necessary rock volume removed will be determined using the rock removal distances as specified in earthwork specifications.
 - c. In areas of rock excavation, provide the services of a Georgia licensed and registered land surveyor and survey crew to take measurements of ground elevations and rock elevations before use of explosives for rock removal. The Contractor shall not backfill or otherwise cover adjacent exposed rock until completion of rock excavation measurement. Take survey elevations of the overburden or rock top surface along the pipe centerline rock excavation area and compute rock removal quantities to the limits indicated in the Specifications. Rock removed beyond specified lines and grades will not be measured for payment. Record rock drilling blast notes that measure the depth of the overburden to the top of rock surface to combine with the overburden top elevation measurements for rock volume computations. Furnish one copy of survey notes, rock drilling blast notes, and rock volume computations to the Owner or Engineer for review and approval for payment. Notify Owner or Engineer 24 hours in advance of surveying and rock drilling and permit Engineer or Owner's representative to witness surveying and rock drilling operations.
 - d. Payment for rock excavation applies only at open cut locations. Rock materials encountered during tunneling or drilling operations is not eligible for rock excavation payment. Encountering rock during such operations is incidental to the work and considered part of the work paid under that unit price item.
 - e. Payment for rock excavation shall be made at the stipulated unit price shown on the Bid form, which shall also include compensation for providing and properly placing suitable replacement backfill up to pipe grade and to finish grade, and to legally dispose of any excess excavated rock material off site.
 - f. Unit of Measurement: Cubic Yards (CY)

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
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STABILIZATION STONE

1. Stabilization Stone
 - a. Where desirable in the opinion of the Owner or Engineer to use coarse granular material (stabilization stone) to backfill authorized over-excavation of unsuitable in-place foundation material, such granular material will be authorized and measured for payment to the nearest tenth (0.1) of a cubic yard. When the unsuitable nature of in-place material arises out of wet trench conditions, coarse granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Owner or Engineer.
 - b. Measurement for payment of coarse granular material will not be made where such material is part of a required pipe foundation bedding or where such material is used by the Contractor solely to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation. Such additional use of coarse granular material in bedding pipe or for other purposes is considered an incidental cost of constructing sewers and no separate payment will be made therefore.
 - c. When use of coarse granular material is authorized, its volume in cubic yards (CY) will be computed by multiplying (1) the horizontal length of the stabilization stone construction along the water centerline by (2) the authorized depth of stabilization stone measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications.
 - d. Fine granular material for pipe bedding is not a pay item, and its use is solely at Contractor's option.
 - e. Payment for stabilization stone shall be full compensation for furnishing and placing coarse granular material, including over-excavation of trench and related work.
 - f. Unit of Measurement: Cubic Yards (CY)

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-02 FITZGERALD PARK IMPROVEMENTS – PHASE II

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1.	Mobilization	LS	1		
2.	Traffic Control	LS	1		
3.	Erosion Control	LS	1		
4.	Demolition	LS	1		
5.	Earthwork	LS	1		
6.	Turf Football Field	LS	1		
7.	Bathroom/Concession Building	LS	1		
8.	Dumpster Pad and Enclosure	LS	1		
9.	Graded Aggregate Base, 6 IN	SY	1520		
10.	Graded Aggregate Base, 8 IN	SY	15220		
11.	Asph Conc 12.5 MM Superpave	TN	1300		
12.	Asph Conc 19 mm Superpave	TN	1675		
13.	Tack Coat	GL	1540		
14.	Mill Asph Conc Pavement, 1.5 IN	SY	470		
15.	Concrete Sidewalk, 4 IN	SY	1300		
16.	Concrete Sidewalk, 8 IN	SY	60		
17.	Concrete Header Curb, 6 IN, TP 2	LF	592		
18.	Flush Concrete Header Curb, 6 IN	LF	1910		
19.	Concrete Curb & Gutter, 6 IN X 24 IN, TP 2	LF	5882		
20.	Curb Cut Wheel Chair Ramp, Type B	EA	4		
21.	Curb Cut Wheel Chair Ramp, Type D	EA	5		
22.	Detectable Warning Strips	EA	15		
23.	Precast Wheel Stop	EA	203		
24.	Retaining Wall Concrete Swale	CY	18		
25.	Retaining Wall #1	SF	592		
26.	Field #2 Retaining Wall #1	SF	431		
27.	Field #2 Retaining Wall #2	SF	135		
28.	Galv Steel Pipe Handrail	LF	140		
29.	Stop Sign	EA	4		
30.	Do Not Enter Sign	EA	3		
31.	Handicap Parking Sign	EA	10		
32.	Solid Traffic Stripe, 5 IN, White	LF	4520		
33.	Solid Traffic Stripe, 5 IN, Yellow	LF	120		
34.	Solid Traffic Stripe, 5 IN, Colored	LF	630		
35.	Skip Traffic Stripe, 5 IN, Colored	LF	630		
36.	Solid Traffic Stripe, 8 IN, White	LF	662		
37.	Solid Traffic Stripe, 24 IN, White	LF	55		
38.	Traffic Stripe, White	SY	110		
39.	Pavement Marking, Handicap Symbol	EA	10		
40.	Pavement Marking, Arrow, Type 1, White	EA	9		
41.	Pavement Marking, Arrow, Type 2, White	EA	2		
42.	Pavement Marking, Arrow, Type 3, White	EA	1		
43.	Pavement Marking, Arrow, Type 5, White	EA	1		
44.	Storm Drain Pipe, PVC, 8 IN	LF	44		

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
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45.	Storm Drain Pipe, RCP, 15 IN	LF	203		
46.	Storm Drain Pipe, RCP, 18 IN	LF	960		
47.	Storm Drain Pipe, RCP, 24 IN	LF	740		
48.	Storm Drain Pipe, HDPE, 15 IN	LF	340		
49.	Storm Drain Pipe, HDPE, 30 IN	LF	75		
50.	Flared End Section, RCP, 18 IN	EA	2		
51.	Flared End Section, RCP, 24 IN	EA	1		
52.	Flared End Section, RCP, 30 IN	EA	1		
53.	STN Dumped Rip Rap, TP 3, 18 IN	SY	84		
54.	Single Wing Catch Basin, 1033D	EA	5		
55.	Double Wing Catch Basin, 1034D	EA	3		
56.	Combination Drop Inlet	EA	8		
57.	GDOT 1019B Grate Inlet	EA	4		
58.	Manhole	EA	6		
59.	4' Weir Inlet	EA	2		
60.	5' Weir Inlet	EA	1		
61.	Ditch Drop Inlet - GDOT D-4	EA	1		
62.	Nyloplast 18 IN Pedestrian Grate Inlet	EA	1		
63.	Rip Rap Ditch	SY	115		
64.	Plastic Filter Fabric	SY	200		
65.	Proprietary System 1	LS	1		
66.	Proprietary System 2	LS	1		
67.	Proprietary System 3	LS	1		
68.	Adjust Manhole to Grade	EA	7		
69.	Sewer Lateral	EA	1		
70.	Water Service Lateral	EA	1		
71.	Quercus Nutali, 'Nuttall Oak'	EA	18		
72.	Taxodium Distichum, 'Bald Cypress'	EA	15		
73.	Cercis Canadensis, 'Forest Pansy Redbud'	EA	36		
74.	Amelanchier x grandiflora, 'Autumn Brilliance Serviceberry'	EA	13		
75.	Double Hammered Hardwood Mulch	SF	9500		
76.	TifTuf Bermuda Sod	SF	7200		
77.	Rock Excavation	CY	300	\$90.00	
78.	Stabilization Stone	CY	50		
TOTAL BID AMOUNT:					

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

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

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 _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

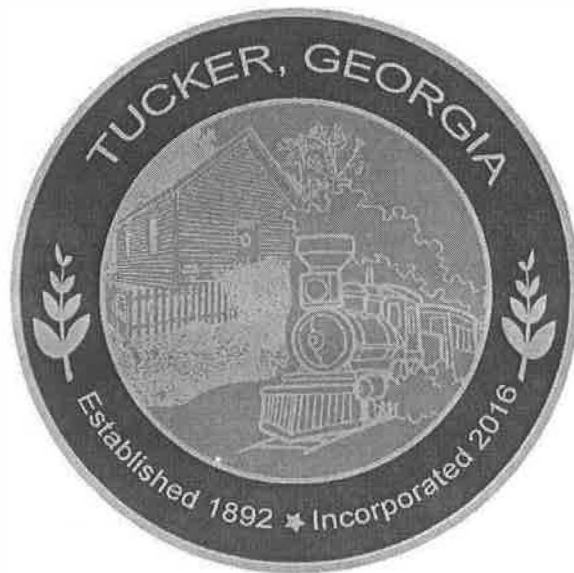
CONTACT’S PHONE NUMBER _____

CONTACT’S EMAIL ADDRESS _____

City of Tucker

Invitation to Bid
ITB # 2023 - 022

FITZGERALD PARK IMPROVEMENTS
PHASE II



BID MANUAL

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

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1.	Mobilization	LS	1	\$ 140,398.50	\$ 140,398.50
2.	Traffic Control	LS	1	\$ 8,034.21	\$ 8,034.21
3.	Erosion Control	LS	1	\$ 105,914.06	\$ 105,914.06
4.	Demolition	LS	1	\$ 151,931.66	\$ 151,931.66
5.	Earthwork	LS	1	\$ 221,922.98	\$ 221,922.98
6.	Turf Football Field	LS	1	\$ 1,046,613.70	\$ 1,046,613.70
7.	Bathroom/Concession Building	LS	1	\$ 1,122,400.00	\$ 1,122,400.00
8.	Dumpster Pad and Enclosure	LS	1	\$ 42,550.00	\$ 42,550.00
9.	Graded Aggregate Base, 6 IN	SY	1520	\$ 13.67	\$ 20,778.40
10.	Graded Aggregate Base, 8 IN	SY	15220	\$ 14.16	\$ 215,515.20
11.	Asph Conc 12.5 MM Superpave	TN	1300	\$ 144.32	\$ 187,616.00
12.	Asph Conc 19 mm Superpave	TN	1675	\$ 137.59	\$ 230,463.25
13.	Tack Coat	GL	1540	\$ 7.77	\$ 11,965.80
14.	Mill Asph Conc Pavement, 1.5 IN	SY	470	\$ 17.65	\$ 8,295.50
15.	Concrete Sidewalk, 4 IN	SY	1300	\$ 49.61	\$ 64,493.00
16.	Concrete Sidewalk, 8 IN	SY	60	\$ 108.24	\$ 6,494.40
17.	Concrete Header Curb, 6 IN, TP 2	LF	592	\$ 22.80	\$ 13,497.60
18.	Flush Concrete Header Curb, 6 IN	LF	1910	\$ 19.93	\$ 38,066.30
19.	Concrete Curb & Gutter, 6 IN X 24 IN, TP 2	LF	5882	\$ 19.19	\$ 112,875.58
20.	Curb Cut Wheel Chair Ramp, Type B	EA	4	\$ 550.00	\$ 2,200.00
21.	Curb Cut Wheel Chair Ramp, Type D	EA	5	\$ 550.00	\$ 2,750.00
22.	Detectable Warning Strips	EA	15	\$ 416.47	\$ 6,247.05
23.	Precast Wheel Stop	EA	203	\$ 106.47	\$ 21,613.41
24.	Retaining Wall Concrete Swale	CY	18	\$ 455.94	\$ 8,206.92
25.	Retaining Wall #1	SF	592	\$ 29.58	\$ 17,511.36
26.	Field #2 Retaining Wall #1	SF	431	\$ 29.15	\$ 12,563.65
27.	Field #2 Retaining Wall #2	SF	135	\$ 37.82	\$ 5,105.70
28.	Galv Steel Pipe Handrail	LF	140	\$ 172.38	\$ 24,133.20
29.	Stop Sign	EA	4	\$ 253.50	\$ 1,014.00
30.	Do Not Enter Sign	EA	3	\$ 278.85	\$ 836.55
31.	Handicap Parking Sign	EA	10	\$ 152.10	\$ 1,521.00
32.	Solid Traffic Stripe, 5 IN, White	LF	4520	\$ 1.01	\$ 4,565.20
33.	Solid Traffic Stripe, 5 IN, Yellow	LF	120	\$ 1.01	\$ 121.20
34.	Solid Traffic Stripe, 5 IN, Colored	LF	630	\$ 1.52	\$ 957.60
35.	Skip Traffic Stripe, 5 IN, Colored	LF	630	\$ 0.76	\$ 478.80
36.	Solid Traffic Stripe, 8 IN, White	LF	662	\$ 3.04	\$ 2,012.48
37.	Solid Traffic Stripe, 24 IN, White	LF	55	\$ 10.14	\$ 557.70
38.	Traffic Stripe, White	SY	110	\$ 10.14	\$ 1,115.40
39.	Pavement Marking, Handicap Symbol	EA	10	\$ 50.70	\$ 507.00
40.	Pavement Marking, Arrow, Type 1, White	EA	9	\$ 55.77	\$ 501.93
41.	Pavement Marking, Arrow, Type 2, White	EA	2	\$ 55.77	\$ 111.54
42.	Pavement Marking, Arrow, Type 3, White	EA	1	\$ 76.05	\$ 76.05
43.	Pavement Marking, Arrow, Type 5, White	EA	1	\$ 86.19	\$ 86.19
44.	Storm Drain Pipe, PVC, 8 IN	LF	44	\$ 61.78	\$ 2,718.32

Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II

45.	Storm Drain Pipe, RCP, 15 IN	LF	203	\$ 69.60	\$ 14,128.80
46.	Storm Drain Pipe, RCP, 18 IN	LF	960	\$ 81.36	\$ 78,105.60
47.	Storm Drain Pipe, RCP, 24 IN	LF	740	\$ 95.78	\$ 70,877.20
48.	Storm Drain Pipe, HDPE, 15 IN	LF	340	\$ 33.16	\$ 11,274.40
49.	Storm Drain Pipe, HDPE, 30 IN	LF	75	\$ 88.56	\$ 6,642.00
50.	Flared End Section, RCP, 18 IN	EA	2	\$ 1,849.59	\$ 3,699.18
51.	Flared End Section, RCP, 24 IN	EA	1	\$ 2,290.34	\$ 2,290.34
52.	Flared End Section, RCP, 30 IN	EA	1	\$ 1,615.41	\$ 1,615.41
53.	STN Dumped Rip Rap, TP 3, 18 IN	SY	84	\$ 99.31	\$ 8,342.04
54.	Single Wing Catch Basin, 1033D	EA	5	\$ 6,000.34	\$ 30,001.70
55.	Double Wing Catch Basin, 1034D	EA	3	\$ 6,357.12	\$ 19,071.36
56.	Combination Drop Inlet	EA	8	\$ 3,752.82	\$ 30,022.56
57.	GDOT 1019B Grate Inlet	EA	4	\$ 5,799.98	\$ 23,199.92
58.	Manhole	EA	6	\$ 4,669.67	\$ 28,018.02
59.	4' Weir Inlet	EA	2	\$ 4,346.58	\$ 8,693.16
60.	5' Weir Inlet	EA	1	\$ 6,752.03	\$ 6,752.03
61.	Ditch Drop Inlet - GDOT D-4	EA	1	\$ 3,855.55	\$ 3,855.55
62.	Nyloplast 18 IN Pedestrian Grate Inlet	EA	1	\$ 2,484.17	\$ 2,484.17
63.	Rip Rap Ditch	SY	115	\$ 108.89	\$ 12,522.35
64.	Plastic Filter Fabric	SY	200	\$ 4.22	\$ 844.00
65.	Proprietary System 1	LS	1	\$ 29,718.65	\$ 29,718.65
66.	Proprietary System 2	LS	1	\$ 16,240.47	\$ 16,240.47
67.	Proprietary System 3	LS	1	\$ 15,711.59	\$ 15,711.59
68.	Adjust Manhole to Grade	EA	7	\$ 1,491.37	\$ 10,439.59
69.	Sewer Lateral	EA	1	\$ 3,944.31	\$ 3,944.31
70.	Water Service Lateral	EA	1	\$ 5,365.24	\$ 5,365.24
71.	Quercus Nuttall, 'Nuttall Oak'	EA	18	\$ 628.68	\$ 11,316.24
72.	Taxodium Distichum, 'Bald Cypress'	EA	15	\$ 628.68	\$ 9,430.20
73.	Cercis Canadensis, 'Forest Pansy Redbud'	EA	36	\$ 486.72	\$ 17,521.92
74.	Amelanchier x grandiflora, 'Autumn Brilliance Serviceberry'	EA	13	\$ 719.94	\$ 9,359.22
75.	Double Hammered Hardwood Mulch	SF	9500	\$ 0.61	\$ 5,795.00
76.	TifTuf Bermuda Sod	SF	7200	\$ 3.00	\$ 21,600.00
77.	Rock Excavation	CY	300	\$90.00	\$ 27,000.00
78.	Stabilization Stone	CY	50	\$ 116.37	\$ 5,818.50
TOTAL BID AMOUNT:					\$ 4,419,039.11


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

**Exhibit B:
UNIT PRICE BID PROPOSAL FORM
ITB #2023-022 FITZGERALD PARK IMPROVEMENTS – PHASE II**

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 VERTICAL EARTH, INC.
ADDRESS 4025 MATT HWY CUMMING, GA 30028
AUTHORIZED SIGNATURE 
PRINT / TYPE NAME BRETT JOHNSON
CONTACT’S PHONE NUMBER 770-888-2224
CONTACT’S EMAIL ADDRESS BJOHNSON@VERTICAL-EARTH.COM

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VERTICAL EARTH, INC.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p> <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 </p> <p> <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> </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 10025 MATT HWY</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code CLYMMING, GA 30028</p>	
	<p>7 List account number(s) here (optional)</p>	

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																					
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>		Employer identification number										5	8	-	2	2	9	0	5	3	
Employer identification number																					
5	8	-	2	2	9	0	5	3													

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); 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 ▶ [Signature]	Date ▶ 6/27/23
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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:	VERTICAL EARTH, INC.
Solicitation/Bid number or Project Description:	ITB # 2023 - 022

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:

223214

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

VERTICAL EARTH, INC.

Name of Contractor

4/9/09

Date of Authorization

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

BRETT JOHNSON

Printed Name (of Authorized Officer or Agent of Contractor)

CEO

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

4/26/23

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26 DAY OF June, 2013

Notary Public

My Commission Expires: 06-27-2026




upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36- 86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 27th day of June A.D., 2023.


ATTEST:


(Principal Secretary) BRETT JOHNSON, SECRETARY

Vertical Earth Incorporated
(Principal)

(SEAL)

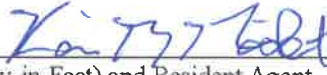
BY: 
BRETT JOHNSON, CEO


(Witness to Principal) DAVID TAFT

6025 Matt Highway, Cumming, GA 30028
(Address)

6025 Matt Highway, Cumming, GA 30028
(Address)

ATTEST:

BY: 
(Attorney-in-Fact) and Resident Agent
Kevin M. Neldert, Attorney-in-fact & GA Licensed Resident Agent

Travelers Casualty and Surety Company of America
(Surety)

(SEAL) 
(Witness as to Surety) Dana D. Rutledge


(Attorney-in-Fact) Kevin M. Neldert, Attorney-in-fact

2800 Century Parkway, NE. Ste. 300
(Address)
Atlanta, GA 30345

2800 Century Parkway, NE. Ste. 300
(Address)
Atlanta, GA 30345



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN M NEIDERT** of **ATLANTA**, **Georgia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **June**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Contact Information Form

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

Full Legal Name of Company: VERTICAL EARTH, INC.

Contractor Information:

Primary Contact Person: JEFF DUNWIDDIE

Title: DIRECTOR OF PRECONSTRUCTION Telephone Number: 770-888-2224

Secondary Contact Person: BRANDON KIRBY

Title: BUSINESS DEVELOPMENT Telephone Number: 470-208-0716

Address: 6025 MATT HWY

City / State / Zip: CUMMING, GA 30028

Mailing Address (if different than above): _____

City / State / Zip: _____

E-mail Address: JDUNWIDDIE@VERTICAL-EARTH.COM

Federal Employee ID Number (FEIN): 58-2299053



Proposed List of Subcontractors

- **EROSION CONTROL**
Valor Environmental - 224 Brown Industrial Park, STE 101 Canton, GA 30114
- **SYNTHETIC TURF**
Precision Turf - 669 Buford Hwy NE - Sugar Hill, GA 30518
- **SIGNS/STRIPING**
Highway Markings LLC – 805 Progress Court NE, Lawrenceville, Georgia 30043
- **LANDSCAPING**
New Life Landscapes, Inc. - 2507 Old Rockbridge Road - Norcross, GA 30071
- **FENCE**
Natural Enclosures Fence Company - 101 Jonesboro Road - McDonough, GA 30253



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:	Vertical Earth
Subcontractor's (Your) Name	HydroSpec, Inc
Solicitation/Bid number or Project Description:	

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

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

92839
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)
HydroSpec, Inc
 Name of Subcontractor

08/2008
 Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct
Darila Oving
 Printed Name (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

Controlled
 Title (of Authorized Officer or Agent of Contractor)
6/27/23
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF JUNE, 2023

Molly Capozzi
 Notary Public

My Commission Expires: 5/24/27





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:	Vertical Earth
Subcontractor's (Your) Name	Precision Turf, LLC.
Solicitation/Bid number or Project Description:	Fitzgerald Park

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

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

153926

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
Precision Turf, LLC.

9/23/2008

Date of Authorization

Name of Subcontractor

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

Eric Holland

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Member Manager

Title (of Authorized Officer or Agent of Contractor)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF JUNE, 2023

Notary Public

My Commission Expires: MAY 27 2026





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	
Subcontractor's (Your) Name	Highway Markings LLC
Solicitation/Bid number or Project Description:	Fitzgerald Park Improvements

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

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

1537398

1/26/2023

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

Date of Authorization

Highway Markings

Name of Subcontractor

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

Project Manager

Adam Cummings

Title (of Authorized Officer or Agent of Contractor)

Printed Name (of Authorized Officer or Agent of Contractor)

06/28/2023

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28 DAY OF June, 20 23

Ajay Acharya
Notary Public

[NOTARY SEAL]

09/14/2024

My Commission Expires: _____



CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-022

FITZGERALD PARK IMPROVEMENTS - PHASE II

SEE ATTACHED REVISED BID MANUAL

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: VERTICAL EARTH, INC.

CONTACT PERSON: DAVID TAFT

ADDRESS: 4025 MATT HWY

CITY: CUMMING STATE: GA ZIP: 30028

PHONE: 770-888-2224 FAX: 678-947-3672

EMAIL ADDRESS: DTAFT@VERTICAL-EARTH.COM

 6/27/23

SIGNATURE

DATE

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #2 FORM

ITB #2023-022

FITZGERALD PARK IMPROVEMENTS - PHASE II

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: VERTICAL EARTH, INC.

CONTACT PERSON: DAVID TAFT

ADDRESS: 6025 MATT HWY

CITY: CUMMING STATE: GA ZIP: 30028

PHONE: 770-888-2224 FAX: 678-947-3672

EMAIL ADDRESS: DTAFT@VERTICAL-EARTH.COM



4/27/23

SIGNATURE

DATE