



Mayor & City Council
Regular Meeting Agenda

Monday, November 27, 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	
D.	MAYOR'S OPENING REMARKS	
E.	APPROVAL OF THE AGENDA	
F.	MONTHLY REPORTS	
F.1	Report on Upcoming Agenda Items	3
F.2	Report on the Interim Financials - October 2023	4
G.	PRESENTATIONS	
G.1	Discussion on the Stormwater Extent of Service Policy	Ishri.Sankar 27
G.2	Discussion on Text Amendment Ordinance for Traffic Calming (CH 38)	Ishri.Sankar 37
G.3	Discussion on Possible Invasive Vegetation Regulations	Courtney.Smith 86
H.	OLD BUSINESS	
I.	NEW BUSINESS	
I.1	Contract C2023-026-PO24-603 approved by Resolution R2023-11-25	Ken.Hildebrandt 119

	<ul style="list-style-type: none"> Consideration of a contract award by for the bid on Juliette Road Resurfacing and Safety Improvements Project (ITB# 2023-026) 	
I.2	Contract C2023-030-PO24-638 approved by Resolution R2023-11-26 Ken.Hildebrandt	192
	<ul style="list-style-type: none"> Consideration of a contract award for the bid on E Ponce de Leon Avenue Sidewalk Construction Project (ITB# 2023-030) 	
I.3	Resolution R2023-11-27	Ted.Baggett 262
	<ul style="list-style-type: none"> A Resolution of the City Council of the City of Tucker to acquire property 	
J.	MAYOR AND COUNCIL COMMENTS	
K.	EXECUTIVE SESSION	
	<ul style="list-style-type: none"> As required for personnel, real estate and litigation 	
L.	ACTION AFTER EXECUTIVE SESSION	
	<ul style="list-style-type: none"> As needed 	
M.	ADJOURNMENT	
	<ul style="list-style-type: none"> Motion to adjourn meeting 	



MEMO

To: Honorable Mayor and City Council Members
From: Tami Hanlin, City Manager
Date: November 27, 2023
RE: Memo for Report on Upcoming Agenda Items

Description: DRAFT List of Upcoming Council Meeting Agenda Items:

UPCOMING ITEMS FOR COUNCIL MEETING DECEMBER 11, 2023:

- Reception for outgoing Councilmembers
- Approval of the Minutes
- Monthly Financial Report
- Monthly Report on Upcoming Agenda Items
- Presentation by Barge
- Ordinance 2nd Read on CH 46 Zoning Text Amendment - Art. 7 SLUP Changes
- Ordinance 2nd Read on CH 38 Code Text Amendment Ordinance for Traffic Calming
- Resolution for taking over Fire Marshal services
- Resolution to Abandon ROW between Fern Dr, Lawrenceville Hwy, Montreal Rd, and Montreal Cir
- Resolution for Budget Amendment
- Resolution to Appoint Chief Judge
- Resolution for Stormwater Extent of Service
- Contract award for Task Order for Idlewood Rd @ Sarr Pkwy Roundabout Design

UPCOMING ITEMS FOR COUNCIL MEETING JANUARY 8, 2024:

- Swearing in Ceremony of Councilmembers for Post 2 (V.Nguyen, A. Trocchi, V. Rece)



MEMO

To: Honorable Mayor and City Council Members
From: Beverly Hilton, Finance Director
CC: Tami Hanlin, City Manager
Date: November 21, 2023
RE: Memo for October 2023 Interim Financials

Description for on the Agenda:

October 2023 Interim Financial Statements

Issue:

Review of Monthly Financials Statements for October 31, 2023

Recommendation:

Review Financial Statements and contact Finance with questions.

Background:

Financial Statements are provided at the second monthly meeting of the Mayor and City Council Members for the month prior.

Summary:

The end of October completes roughly 34% or one-third of the fiscal year.

Irregular balances in the Available Balance column will be addressed in the budget amendment being prepared for approval in the December 11th Council Meeting. Negative available balances for Revenue indicate collections above budget. It could also be a result of the creation of accounts that are in line with the annual Report of Local Government Finances (for instance, Franchise Fees have historically been lumped into one revenue account when the Uniform Chart of Accounts splits this out by type). Revenue will be adjusted in the accounts based on any corrections or projections. Revenue at this point in the fiscal year is above projected.

Most of the General Fund expenditure accounts are within budget with a few minor exceptions. Budgets will be adjusted within the Departments/Fund where possible. Some irregular balances may be corrected by moving an expenditure to a more appropriate account. Adjustments that are not possible with a net-zero effect to fund appropriations will be presented in the forthcoming budget amendment. Details will be provided by the department when the budget amendment is presented. Expenditures are currently within projected overall for the General Fund.

ARPA Fund 230 is a fund with expenditures that carry forward from year to year. Staff will be making adjusting journal entries for the FY2023 audit that will be reflected in the budget amendment for FY2024.

Hotel Motel Fund 275 provides funding for Parks and Recreation for tourism activities. Staff are looking at the history of these transfers and will be presenting a budget amendment to move funds as needed to the Capital Fund (300).

Capital Fund 300 also has a budget that carries forward from year to year. Some projects that are currently in this fund will need to be moved to a separate grant fund due to projected expenditures. Governments are required to account for any grant in a separate fund if expenditures are more than 2% of the expenditures in the general fund. Grants that require this will be detailed in the forthcoming budget amendment.

Revenues are within budget in the SPLOST Fund 320. Staff continue to work on consolidating project numbers where possible to simplify financial statements for this fund.

The Stormwater Fund will continue to be monitored to assess the need for a transfer from the General Fund if needed later in the fiscal year.

The last page of the financial statements shows a negative amount of (\$43,580,922.95) for Net of Revenues & Expenditures for all funds. The total Expenditures of all funds of \$63,994,449.51 include all capital projects that have been appropriated by Council (current and prior fiscal years that are incomplete). These capital projects are expected to cover multiple years. Revenue of \$20,413.526.56 is the projected budget for the current 12 months of this fiscal year. Revenue to fund capital projects anticipated for completion in future fiscal years will be included in future budgets.

Financial Impact:

Financial Statements are attached.

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 10/31/2023

% Fiscal Year Completed: 33.61

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
100-0000-31.13100	MOTOR VEHICLE TAX	20,000.00	1,984.57	479.04	18,015.43	9.92
100-0000-31.13150	TITLE AD VALOREM TAX	1,100,000.00	396,930.05	97,116.20	703,069.95	36.08
100-0000-31.13400	INTANGIBLE TAXES	2,000.00	506.31	219.70	1,493.69	25.32
100-0000-31.16000	REAL ESTATE TRANSFER TAXES	1,000.00	155.00	80.00	845.00	15.50
100-0000-31.17100	FRANCHISE FEES-ELECTRIC	3,381,100.00	48,853.03	35,211.63	3,332,246.97	1.44
100-0000-31.17300	FRANCHISE FEES-NATURAL GAS	0.00	100,074.33	100,074.33	(100,074.33)	100.00
100-0000-31.17500	FRANCHISE FEES-TV CABLE	0.00	71,724.39	71,724.39	(71,724.39)	100.00
100-0000-31.17600	FRANCHISE FEES-TELEPHONE	0.00	7,320.88	7,320.88	(7,320.88)	100.00
100-0000-31.42000	BEER/WINE ALCOHOLIC BEVERAGE EXCISE	600,000.00	153,945.66	47,521.77	446,054.34	25.66
100-0000-31.42500	DISTILLED SPIRIT ALCOHOLIC BEV EXCIS	0.00	35,653.05	7,977.38	(35,653.05)	100.00
100-0000-31.43000	LOCAL OPTION MIXED DRINK	145,000.00	41,144.96	13,223.24	103,855.04	28.38
100-0000-31.61000	BUSINESS & OCCUPATION TAXES	4,100,000.00	310,074.91	47,910.63	3,789,925.09	7.56
100-0000-31.62000	INSURANCE PREMIUM TAX	3,201,200.00	3,291,910.20	3,291,910.20	(90,710.20)	102.83
100-0000-31.63000	FINANCIAL INSTITUTIONS TAXES	155,000.00	0.00	0.00	155,000.00	0.00
100-0000-31.90000	PENALTIES AND INTEREST	50,000.00	16,490.96	1,484.88	33,509.04	32.98
100-0000-32.11000	ALCOHOLIC BEVERAGES	350,000.00	26,099.02	20,900.02	323,900.98	7.46
100-0000-32.12200	INSURANCE LICENSE	50,000.00	1,000.00	0.00	49,000.00	2.00
100-0000-34.11900	OTHER FEES	300.00	113.01	4.81	186.99	37.67
100-0000-34.19100	ELECTION QUALIFYING FEE	2,940.00	3,360.00	0.00	(420.00)	114.29
100-0000-34.32000	SPECIAL ASSESSMENT - STREETLIGHTS	218,500.00	193,483.90	166,896.54	25,016.10	88.55
100-0000-34.32001	SPECIAL ASSESSMENT - TRAFFIC CALMING	9,150.00	3,677.12	3,414.61	5,472.88	40.19
100-0000-34.93000	BAD CHECK FEES	500.00	40.00	0.00	460.00	8.00
100-0000-36.10000	INTEREST	400,000.00	437,177.41	132,152.53	(37,177.41)	109.29
100-0000-37.10000	CONTRIBUTIONS / DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
100-0000-38.90000	MISCELLANEOUS REVENUE	1,000.00	25.00	25.00	975.00	2.50
Total Dept 0000 - NON DEPARTMENTAL		13,792,690.00	5,141,743.76	4,045,647.78	8,650,946.24	37.28
Department: 1540 HUMAN RESOURCES						
100-1540-33.60000	LOCAL GOVERNMENT UNIT GRANT	0.00	1,250.00	0.00	(1,250.00)	100.00
Total Dept 1540 - HUMAN RESOURCES		0.00	1,250.00	0.00	(1,250.00)	100.00
Department: 2650 MUNICIPAL COURT						
100-2650-35.10000	MUNICIPAL COURT	650,000.00	141,770.97	51,070.01	508,229.03	21.81
Total Dept 2650 - MUNICIPAL COURT		650,000.00	141,770.97	51,070.01	508,229.03	21.81
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-31.11000	PROPERTY TAX	4,152,450.00	2,150,171.91	1,452,487.03	2,002,278.09	51.78
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		4,152,450.00	2,150,171.91	1,452,487.03	2,002,278.09	51.78
Department: 6210 PARKS & RECREATION						
100-6210-31.11000	MILLAGE FROM DEKALB	2,170,350.00	1,126,251.38	754,222.55	1,044,098.62	51.89
100-6210-31.91100	PENALTIES & INTEREST ON DELINQUENT T	8,000.00	7,372.23	7,049.95	627.77	92.15
100-6210-34.72001	CITY POOLS	62,500.00	25,093.00	0.00	37,407.00	40.15
100-6210-34.75000	PROGRAM FEES -- CAMP	152,600.00	30,480.52	0.00	122,119.48	19.97
100-6210-34.75002	PROGRAM FEES - LEAGUES & TOURNAMENT	96,000.00	39,316.03	8,725.00	56,683.97	40.95
100-6210-34.75003	PROGRAM FEES -- OTHER	15,000.00	4,065.00	178.00	10,935.00	27.10
100-6210-34.75004	GYM MEMBERSHIPS	15,000.00	3,551.00	835.00	11,449.00	23.67
100-6210-34.75005	VENDING/CONCESSIONS	2,000.00	432.00	194.00	1,568.00	21.60

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Revenues						
Department: 6210 PARKS & RECREATION						
100-6210-38.10000	RENTS & ROYALTIES	50,000.00	16,706.25	5,473.90	33,293.75	33.41
100-6210-38.10001	RENTS - FILM INDUSTRY	75,000.00	5,000.00	0.00	70,000.00	6.67
Total Dept 6210 - PARKS & RECREATION		2,646,450.00	1,258,267.41	776,678.40	1,388,182.59	47.55
Department: 6212 POOLS						
100-6212-34.75005	VENDING/CONCESSIONS	0.00	2,637.00	0.00	(2,637.00)	100.00
Total Dept 6212 - POOLS		0.00	2,637.00	0.00	(2,637.00)	100.00
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-32.22000	BUILDING PERMITS	800,000.00	353,800.69	46,527.45	446,199.31	44.23
100-7210-32.22100	DEVELOPMENT PERMITS	30,000.00	2,595.00	655.00	27,405.00	8.65
Total Dept 7210 - PROTECTIVE INSPECTIONS		830,000.00	356,395.69	47,182.45	473,604.31	42.94
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-37.10000	CONTRIBUTIONS / DONATIONS	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 7520 - ECONOMIC DEVELOPMENT		3,000.00	0.00	0.00	3,000.00	0.00
Department: 9000 INTERFUND						
100-9000-39.12000	TRANSFER FROM HOTEL	498,750.00	77,053.39	0.00	421,696.61	15.45
100-9000-39.12200	TRANSFER FROM RENTAL CAR	64,800.00	18,684.28	0.00	46,115.72	28.83
Total Dept 9000 - INTERFUND		563,550.00	95,737.67	0.00	467,812.33	16.99
Revenues		22,638,140.00	9,147,974.41	6,373,065.67	13,490,165.59	40.41
Account Category: Expenditures						
Department: 1110 CITY COUNCIL						
100-1110-51.11000	REGULAR SALARIES	104,002.00	32,000.48	8,000.12	72,001.52	30.77
100-1110-51.22000	FICA TAXES	4,113.00	1,365.37	316.28	2,747.63	33.20
100-1110-51.24000	EMPLOYER 401A 10% CONTRIBUTION	6,201.00	1,907.76	476.94	4,293.24	30.77
100-1110-51.27000	WORKERS COMP	285.00	0.00	0.00	285.00	0.00
100-1110-52.31000	GENERAL LIABILITY INSURANCE	20,000.00	18,232.00	0.00	1,768.00	91.16
100-1110-52.32000	CELL PHONES	6,000.00	1,217.42	406.18	4,782.58	20.29
100-1110-52.35000	TRAVEL EXPENSE	10,000.00	0.00	0.00	10,000.00	0.00
100-1110-52.37000	EDUCATION & TRAINING	10,000.00	(160.00)	0.00	10,160.00	(1.60)
100-1110-53.10000	OPERATING SUPPLIES - MAYOR	5,000.00	0.00	0.00	5,000.00	0.00
100-1110-53.10001	OPERATING SUPPLIES - DIST 1 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10002	OPERATING SUPPLIES - DIST 1 POST 2	3,000.00	12.61	12.61	2,987.39	0.42
100-1110-53.10003	OPERATING SUPPLIES - DIST 2 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10004	OPERATING SUPPLIES - DIST 2 POST 2	3,000.00	145.39	0.00	2,854.61	4.85
100-1110-53.10005	OPERATING SUPPLIES - DIST 3 POST 1	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.10006	OPERATING SUPPLIES - DIST 3 POST 2	3,000.00	0.00	0.00	3,000.00	0.00
100-1110-53.17100	UNIFORMS	1,750.00	0.00	0.00	1,750.00	0.00
Total Dept 1110 - CITY COUNCIL		185,351.00	54,721.03	9,212.13	130,629.97	29.52
Department: 1320 CITY MANAGEMENT						
100-1320-51.11000	REGULAR SALARIES	393,503.00	121,526.63	30,261.65	271,976.37	30.88
100-1320-51.21000	GROUP HEALTH INSURANCE	49,858.00	14,607.29	4,173.51	35,250.71	29.30
100-1320-51.21003	LIFE INSURANCE	1,853.00	855.73	16.88	997.27	46.18
100-1320-51.21004	LONG TERM DISABILITY INSURANCE	3,633.00	0.00	0.00	3,633.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 10/31/2023

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
100-1320-51.21005	SHORT TERM DISABILITY INSURANCE	973.00	768.40	256.13	204.60	78.97
100-1320-51.21006	EAP INSURANCE	0.00	1.89	0.63	(1.89)	100.00
100-1320-51.22000	FICA TAXES	5,410.00	1,762.17	438.81	3,647.83	32.57
100-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	39,355.00	12,152.76	3,026.19	27,202.24	30.88
100-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	15,745.00	4,861.12	1,210.48	10,883.88	30.87
100-1320-51.27000	WORKERS COMP	1,500.00	0.00	0.00	1,500.00	0.00
100-1320-51.29000	OTHER EMP BENFITS	3,750.00	0.00	0.00	3,750.00	0.00
100-1320-52.13000	OTHER SERVICES / TECHNICAL	20,000.00	14,277.50	8,277.50	5,722.50	71.39
100-1320-52.32000	CELL PHONES	1,100.00	248.62	82.99	851.38	22.60
100-1320-52.35000	TRAVEL EXPENSE	8,000.00	344.53	0.00	7,655.47	4.31
100-1320-52.36000	DUES & FEES	4,066.00	0.00	0.00	4,066.00	0.00
100-1320-52.37000	EDUCATION & TRAINING	7,500.00	0.00	0.00	7,500.00	0.00
100-1320-53.10000	OPERATING SUPPLIES	1,000.00	28.00	0.00	972.00	2.80
100-1320-53.17500	HOSPITALITY SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 1320 - CITY MANAGEMENT		559,246.00	171,434.64	47,744.77	387,811.36	30.65
Department: 1330 CITY CLERK						
100-1330-51.11000	REGULAR SALARIES	165,770.00	51,005.84	12,751.46	114,764.16	30.77
100-1330-51.21000	GROUP HEALTH INSURANCE	24,826.00	7,827.19	2,236.34	16,998.81	31.53
100-1330-51.21003	LIFE INSURANCE	162.00	40.50	13.50	121.50	25.00
100-1330-51.21004	LONG TERM DISABILITY INSURANCE	1,686.00	0.00	0.00	1,686.00	0.00
100-1330-51.21005	SHORT TERM DISABILITY INSURANCE	778.00	406.92	135.64	371.08	52.30
100-1330-51.21006	EAP INSURANCE	0.00	1.50	0.50	(1.50)	100.00
100-1330-51.22000	FICA TAXES	2,405.00	739.58	184.89	1,665.42	30.75
100-1330-51.24000	EMPLOYER 401A 10% CONTRIBUTION	16,580.00	5,100.64	1,275.16	11,479.36	30.76
100-1330-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,635.00	2,040.24	510.06	4,594.76	30.75
100-1330-51.27000	WORKERS COMP	400.00	0.00	0.00	400.00	0.00
100-1330-51.29000	OTHER EMP BENFITS	3,000.00	0.00	0.00	3,000.00	0.00
100-1330-52.11000	ELECTION SERVICES	71,000.00	0.00	0.00	71,000.00	0.00
100-1330-52.32000	CELL PHONES	1,000.00	278.62	92.99	721.38	27.86
100-1330-52.33000	ADVERTISING	10,000.00	668.00	300.00	9,332.00	6.68
100-1330-52.35000	TRAVEL EXPENSE	3,000.00	171.13	0.00	2,828.87	5.70
100-1330-52.36000	DUES & FEES	1,200.00	0.00	0.00	1,200.00	0.00
100-1330-52.37000	EDUCATION & TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
100-1330-53.10000	OPERATING SUPPLIES	2,600.00	1,231.46	0.00	1,368.54	47.36
100-1330-53.13000	FOOD SUPPLIES	1,200.00	0.00	0.00	1,200.00	0.00
100-1330-53.17100	UNIFORMS	200.00	0.00	0.00	200.00	0.00
100-1330-54.24000	COMPUTER/SOFTWARE	49,250.00	46,565.07	0.00	2,684.93	94.55
Total Dept 1330 - CITY CLERK		364,692.00	116,076.69	17,500.54	248,615.31	31.83
Department: 1500 FACILITIES & BUILDINGS						
100-1500-52.12000	PROFESSIONAL SERVICES	65,000.00	19,959.00	7,249.00	45,041.00	30.71
100-1500-52.21300	JANITORIAL	2,280.00	760.00	190.00	1,520.00	33.33
100-1500-52.22000	REPAIRS & MAINTENANCE	20,000.00	6,143.93	187.50	13,856.07	30.72
100-1500-52.23100	BUILDING & OFFICE LEASES	431,442.00	169,791.60	27,269.27	261,650.40	39.35
100-1500-52.32100	INTERNET	25,200.00	8,924.14	2,213.04	16,275.86	35.41
100-1500-52.39000	OTHER PURCHASED SERVICES	3,360.00	215.85	0.00	3,144.15	6.42

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1500 FACILITIES & BUILDINGS						
100-1500-54.23000	FURNITURE AND FIXTURES	0.00	1,858.96	1,858.96	(1,858.96)	100.00
Total Dept 1500 - FACILITIES & BUILDINGS		547,282.00	207,653.48	38,967.77	339,628.52	37.94
Department: 1510 FINANCE ADMINISTRATION						
100-1510-51.11000	REGULAR SALARIES	473,860.00	112,576.32	26,470.54	361,283.68	23.76
100-1510-51.13000	OVERTIME SALARIES	0.00	286.84	37.75	(286.84)	100.00
100-1510-51.21000	GROUP HEALTH INSURANCE	137,500.00	28,014.72	7,573.50	109,485.28	20.37
100-1510-51.21003	LIFE INSURANCE	486.00	87.75	27.00	398.25	18.06
100-1510-51.21004	LONG TERM DISABILITY INSURANCE	6,875.00	0.00	0.00	6,875.00	0.00
100-1510-51.21005	SHORT TERM DISABILITY INSURANCE	2,334.00	839.79	265.57	1,494.21	35.98
100-1510-51.21006	EAP INSURANCE	0.00	3.25	1.00	(3.25)	100.00
100-1510-51.22000	FICA TAXES	6,875.00	1,636.52	384.39	5,238.48	23.80
100-1510-51.24000	EMPLOYER 401A 10% CONTRIBUTION	47,390.00	11,257.74	2,647.08	36,132.26	23.76
100-1510-51.24001	457 (B) 4% MATCHING CONTRIBUTION	17,000.00	3,867.75	907.08	13,132.25	22.75
100-1510-51.27000	WORKERS COMP	1,000.00	0.00	0.00	1,000.00	0.00
100-1510-51.29000	OTHER EMP BENFITS	9,000.00	0.00	0.00	9,000.00	0.00
100-1510-52.11000	AUDIT SERVICES	45,000.00	0.00	0.00	45,000.00	0.00
100-1510-52.12000	PROFESSIONAL SERVICES	35,000.00	26,129.75	0.00	8,870.25	74.66
100-1510-52.32000	CELL PHONES	1,100.00	372.07	123.38	727.93	33.82
100-1510-52.35000	TRAVEL EXPENSE	2,500.00	0.00	0.00	2,500.00	0.00
100-1510-52.36000	DUES & FEES	2,050.00	0.00	0.00	2,050.00	0.00
100-1510-52.37000	EDUCATION & TRAINING	3,850.00	650.00	0.00	3,200.00	16.88
100-1510-53.10000	OPERATING SUPPLIES	4,500.00	384.95	173.50	4,115.05	8.55
100-1510-53.13000	FOOD SUPPLIES	200.00	0.00	0.00	200.00	0.00
100-1510-53.17100	UNIFORMS	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 1510 - FINANCE ADMINISTRATION		797,520.00	186,107.45	38,610.79	611,412.55	23.34
Department: 1513 OPERATING CONTINGENCIES						
100-1513-57.90000	CONTINGENCIES	250,000.00	0.00	0.00	250,000.00	0.00
Total Dept 1513 - OPERATING CONTINGENCIES		250,000.00	0.00	0.00	250,000.00	0.00
Department: 1530 LEGAL SERVICES DEPARTMENT						
100-1530-52.12000	PROFESSIONAL SERVICES	160,300.00	23,275.00	5,825.00	137,025.00	14.52
100-1530-52.12200	ATTORNEY FEES / CITY ATTORNEY	250,000.00	67,830.00	16,800.00	182,170.00	27.13
100-1530-52.13100	CONTRACTUAL SERVICES	4,320.00	1,726.53	496.37	2,593.47	39.97
Total Dept 1530 - LEGAL SERVICES DEPARTMENT		414,620.00	92,831.53	23,121.37	321,788.47	22.39
Department: 1535 IT/GIS						
100-1535-51.11000	REGULAR SALARIES	107,100.00	32,966.40	8,241.60	74,133.60	30.78
100-1535-51.21000	GROUP HEALTH INSURANCE	17,023.00	3,032.80	758.20	13,990.20	17.82
100-1535-51.21003	LIFE INSURANCE	81.00	20.25	6.75	60.75	25.00
100-1535-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	212.88	84.98	176.12	54.72
100-1535-51.21006	EAP INSURANCE	0.00	0.75	0.25	(0.75)	100.00
100-1535-51.22000	FICA TAXES	1,555.00	478.01	119.50	1,076.99	30.74
100-1535-51.24000	EMPLOYER 401A 10% CONTRIBUTION	10,710.00	3,296.64	824.16	7,413.36	30.78
100-1535-51.24001	457 (B) 4% MATCHING CONTRIBUTION	4,284.00	1,153.84	288.46	3,130.16	26.93
100-1535-51.29000	OTHER EMP BENFITS	1,500.00	0.00	0.00	1,500.00	0.00
100-1535-52.12300	CONTRACTUAL SVCS INTERDEV	480,859.00	203,857.52	51,037.30	277,001.48	42.39

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 10/31/2023

% Fiscal Year Completed: 33.61

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1535 IT/GIS						
100-1535-53.10000	OPERATING SUPPLIES	0.00	171.36	0.00	(171.36)	100.00
100-1535-54.24000	COMPUTER/SOFTWARE	337,779.00	122,988.17	3,435.05	214,790.83	36.41
Total Dept 1535 - IT/GIS		961,280.00	368,178.62	64,796.25	593,101.38	38.30
Department: 1540 HUMAN RESOURCES						
100-1540-51.11000	REGULAR SALARIES	97,921.00	30,129.20	7,532.30	67,791.80	30.77
100-1540-51.21000	GROUP HEALTH INSURANCE	7,803.00	2,698.29	770.94	5,104.71	34.58
100-1540-51.21003	LIFE INSURANCE	81.00	20.25	6.75	60.75	25.00
100-1540-51.21004	LONG TERM DISABILITY INSURANCE	506.00	0.00	0.00	506.00	0.00
100-1540-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	214.50	71.50	174.50	55.14
100-1540-51.21006	EAP INSURANCE	0.00	0.75	0.25	(0.75)	100.00
100-1540-51.22000	FICA TAXES	1,420.00	436.88	109.22	983.12	30.77
100-1540-51.24000	EMPLOYER 401A 10% CONTRIBUTION	9,795.00	3,012.96	753.24	6,782.04	30.76
100-1540-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,920.00	1,205.20	301.30	2,714.80	30.74
100-1540-51.25000	TUITION REIMBURSEMENTS	16,000.00	0.00	0.00	16,000.00	0.00
100-1540-51.29000	OTHER EMP BENFITS	2,500.00	0.00	0.00	2,500.00	0.00
100-1540-52.12000	PROFESSIONAL SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
100-1540-52.13000	OTHER SERVICES / TECHNICAL	5,000.00	0.00	0.00	5,000.00	0.00
100-1540-52.32000	CELL PHONES	0.00	136.03	45.39	(136.03)	100.00
100-1540-52.33000	ADVERTISING	5,000.00	0.00	0.00	5,000.00	0.00
100-1540-52.35000	TRAVEL EXPENSE	3,500.00	217.59	133.62	3,282.41	6.22
100-1540-52.36000	DUES & FEES	5,000.00	1,585.00	998.00	3,415.00	31.70
100-1540-52.37000	EDUCATION & TRAINING	3,500.00	0.00	0.00	3,500.00	0.00
100-1540-53.10000	OPERATING SUPPLIES	6,000.00	367.00	189.90	5,633.00	6.12
100-1540-53.13000	FOOD SUPPLIES	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 1540 - HUMAN RESOURCES		180,335.00	40,023.65	10,912.41	140,311.35	22.19
Department: 1570 COMMUNICATIONS						
100-1570-52.12100	CONTRACTUAL SVCS CH2M	503,485.00	192,912.56	45,166.32	310,572.44	38.32
100-1570-52.32000	CELL PHONES	2,400.00	503.80	168.19	1,896.20	20.99
100-1570-52.32050	POSTAGE	35,000.00	2,456.76	567.76	32,543.24	7.02
100-1570-52.33000	ADVERTISING	12,000.00	2,480.00	620.00	9,520.00	20.67
100-1570-52.34000	PRINTING	60,000.00	11,577.00	2,237.00	48,423.00	19.30
100-1570-52.36000	DUES & FEES	2,000.00	0.00	0.00	2,000.00	0.00
100-1570-53.10000	OPERATING SUPPLIES	10,000.00	2,523.75	2,418.78	7,476.25	25.24
100-1570-53.17500	HOSPITALITY SUPPLIES	24,000.00	19,552.44	0.00	4,447.56	81.47
100-1570-54.24000	COMPUTER/SOFTWARE	21,000.00	6,391.00	6,391.00	14,609.00	30.43
Total Dept 1570 - COMMUNICATIONS		669,885.00	238,397.31	57,569.05	431,487.69	35.59
Department: 1595 GENERAL OPERATIONS						
100-1595-52.13000	OTHER SERVICES / TECHNICAL	11,600.00	1,361.30	129.80	10,238.70	11.74
100-1595-52.21400	LANDSCAPING	1,500.00	500.00	125.00	1,000.00	33.33
100-1595-52.22222	DUE FOR CITY OWNED PROPERTY	6,500.00	15,115.70	0.00	(8,615.70)	232.55
100-1595-52.23202	EQUIPMENT RENTAL	23,000.00	7,081.47	1,645.45	15,918.53	30.79
100-1595-52.31000	GENERAL LIABILITY INSURANCE	67,000.00	32,004.00	0.00	34,996.00	47.77
100-1595-52.32000	CELL PHONES	0.00	368.37	121.17	(368.37)	100.00
100-1595-52.32010	PHONES	40,000.00	0.00	0.00	40,000.00	0.00
100-1595-52.32050	POSTAGE	15,000.00	213.09	213.09	14,786.91	1.42

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 1595 GENERAL OPERATIONS						
100-1595-52.34000	PRINTING	16,000.00	2,925.11	15.50	13,074.89	18.28
100-1595-52.36000	DUES & FEES	40,000.00	4.75	0.95	39,995.25	0.01
100-1595-52.36100	SERVICE FEES - BANKING	54,300.00	15,087.00	2,936.82	39,213.00	27.78
100-1595-53.10000	OPERATING SUPPLIES	20,000.00	1,908.83	98.24	18,091.17	9.54
100-1595-53.11000	OFFICE SUPPLIES	12,000.00	809.10	59.67	11,190.90	6.74
100-1595-53.13000	FOOD SUPPLIES	15,000.00	1,985.94	618.55	13,014.06	13.24
100-1595-53.17000	OTHER SUPPLIES	0.00	487.83	0.00	(487.83)	100.00
100-1595-54.25000	OTHER EQUIPMENT	0.00	1,178.57	389.00	(1,178.57)	100.00
Total Dept 1595 - GENERAL OPERATIONS		321,900.00	81,031.06	6,353.24	240,868.94	25.17
Department: 2650 MUNICIPAL COURT						
100-2650-51.11000	REGULAR SALARIES	208,900.00	58,602.45	16,001.43	150,297.55	28.05
100-2650-51.11111	PART-TIME SALARY (PERMANENT)	0.00	5,203.13	0.00	(5,203.13)	100.00
100-2650-51.13000	OVERTIME SALARIES	0.00	7.63	0.34	(7.63)	100.00
100-2650-51.21000	GROUP HEALTH INSURANCE	39,930.00	6,907.86	2,312.82	33,022.14	17.30
100-2650-51.21003	LIFE INSURANCE	243.00	(56.85)	20.25	299.85	(23.40)
100-2650-51.21004	LONG TERM DISABILITY INSURANCE	914.00	0.00	0.00	914.00	0.00
100-2650-51.21005	SHORT TERM DISABILITY INSURANCE	1,167.00	438.68	160.89	728.32	37.59
100-2650-51.21006	EAP INSURANCE	0.00	2.60	0.75	(2.60)	100.00
100-2650-51.22000	FICA TAXES	3,030.00	925.30	232.03	2,104.70	30.54
100-2650-51.24000	EMPLOYER 401A 10% CONTRIBUTION	20,900.00	6,380.60	1,600.15	14,519.40	30.53
100-2650-51.24001	457 (B) 4% MATCHING CONTRIBUTION	6,500.00	2,336.05	640.07	4,163.95	35.94
100-2650-51.29000	OTHER EMP BENEFITS	4,500.00	0.00	0.00	4,500.00	0.00
100-2650-52.12000	PROFESSIONAL SERVICES	259,380.00	24,052.97	5,416.87	235,327.03	9.27
100-2650-52.12200	ATTORNEY FEES/CITY ATTORNEY	0.00	13,824.00	3,757.50	(13,824.00)	100.00
100-2650-52.32000	CELL PHONES	984.00	242.06	80.78	741.94	24.60
100-2650-52.35000	TRAVEL EXPENSE	8,200.00	1,241.38	1,241.38	6,958.62	15.14
100-2650-52.36000	DUES & FEES	2,000.00	0.00	0.00	2,000.00	0.00
100-2650-52.37000	EDUCATION & TRAINING	2,500.00	108.33	108.33	2,391.67	4.33
100-2650-53.10000	OPERATING SUPPLIES	25,000.00	758.00	280.00	24,242.00	3.03
100-2650-53.13000	FOOD SUPPLIES	10,800.00	0.00	0.00	10,800.00	0.00
100-2650-53.17100	UNIFORMS	1,000.00	0.00	0.00	1,000.00	0.00
100-2650-54.24000	COMPUTER/SOFTWARE	29,500.00	3,626.72	6.68	25,873.28	12.29
Total Dept 2650 - MUNICIPAL COURT		625,448.00	124,600.91	31,860.27	500,847.09	19.92
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-52.12000	PROFESSIONAL SERVICES	24,127.97	0.00	0.00	24,127.97	0.00
100-4100-52.12100	CONTRACTUAL SVCS CH2M	852,255.00	276,168.12	78,741.50	576,086.88	32.40
100-4100-52.12400	CONTRACTUAL SVCS-LOWE ENGINEERING	652,503.00	104,083.04	36,315.88	548,419.96	15.95
100-4100-52.22000	REPAIRS & MAINTENANCE	8,519.10	8,519.10	0.00	0.00	100.00
100-4100-52.32000	CELL PHONES	5,760.00	1,209.86	403.73	4,550.14	21.00
100-4100-52.32010	PHONES	5,000.00	0.00	0.00	5,000.00	0.00
100-4100-52.32100	INTERNET	2,400.00	317.73	0.00	2,082.27	13.24
100-4100-52.35000	TRAVEL EXPENSE	7,000.00	0.00	0.00	7,000.00	0.00
100-4100-52.37000	EDUCATION & TRAINING	10,000.00	0.00	0.00	10,000.00	0.00
100-4100-52.71300	LEASE PRINCIPLE PMTS	76,000.00	25,333.32	6,333.33	50,666.68	33.33
100-4100-53.10000	OPERATING SUPPLIES	5,000.00	18.00	0.00	4,982.00	0.36

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
100-4100-53.16000	SMALL EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0.00
100-4100-53.17100	UNIFORMS	1,000.00	182.46	0.00	817.54	18.25
100-4100-54.23000	FURNITURE AND FIXTURES	5,000.00	0.00	0.00	5,000.00	0.00
100-4100-54.24000	COMPUTER/SOFTWARE	111,625.00	53,400.00	52,350.00	58,225.00	47.84
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		1,771,190.07	469,231.63	174,144.44	1,301,958.44	26.49
Department: 4200 HIGHWAYS AND STREETS						
100-4200-52.13000	OTHER SERVICES / TECHNICAL	50,000.00	0.00	0.00	50,000.00	0.00
100-4200-52.22240	REPAIRS & MAINT - STREET MAINTENANCE	748,000.00	245,519.92	81,632.00	502,480.08	32.82
100-4200-53.10000	OPERATING SUPPLIES	235,000.00	45,139.15	10,989.57	189,860.85	19.21
Total Dept 4200 - HIGHWAYS AND STREETS		1,033,000.00	290,659.07	92,621.57	742,340.93	28.14
Department: 4226 RIGHT OF WAY MAINTENANCE						
100-4226-52.13000	OTHER SERVICES / TECHNICAL	200,000.00	20,920.00	4,920.00	179,080.00	10.46
100-4226-52.21400	LANDSCAPING	564,000.00	143,200.00	35,500.00	420,800.00	25.39
100-4226-53.10000	OPERATING SUPPLIES	125,000.00	0.00	0.00	125,000.00	0.00
Total Dept 4226 - RIGHT OF WAY MAINTENANCE		889,000.00	164,120.00	40,420.00	724,880.00	18.46
Department: 4260 STREET LIGHTING						
100-4260-53.12300	ELECTRICITY	0.00	4,726.64	1,174.81	(4,726.64)	100.00
Total Dept 4260 - STREET LIGHTING		0.00	4,726.64	1,174.81	(4,726.64)	100.00
Department: 6210 PARKS & RECREATION						
100-6210-51.11000	REGULAR SALARIES	700,260.00	206,164.27	54,316.28	494,095.73	29.44
100-6210-51.11111	PART-TIME SALARY (PERMANENT)	344,500.00	67,899.12	16,445.44	276,600.88	19.71
100-6210-51.12000	TEMPORARY SALARIES	232,488.00	87,210.75	0.00	145,277.25	37.51
100-6210-51.13000	OVERTIME SALARIES	0.00	183.54	57.88	(183.54)	100.00
100-6210-51.21000	GROUP HEALTH INSURANCE	168,500.00	39,250.74	12,299.46	129,249.26	23.29
100-6210-51.21003	LIFE INSURANCE	972.00	209.25	74.25	762.75	21.53
100-6210-51.21004	LONG TERM DISABILITY INSURANCE	5,336.00	0.00	0.00	5,336.00	0.00
100-6210-51.21005	SHORT TERM DISABILITY INSURANCE	4,668.00	1,662.64	582.72	3,005.36	35.62
100-6210-51.21006	EAP INSURANCE	0.00	31.90	11.40	(31.90)	100.00
100-6210-51.22000	FICA TAXES	32,885.00	10,648.13	1,026.90	22,236.87	32.38
100-6210-51.24000	EMPLOYER 401A 10% CONTRIBUTION	104,475.00	27,406.38	7,076.21	77,068.62	26.23
100-6210-51.24001	457 (B) 4% MATCHING CONTRIBUTION	27,930.00	6,957.31	1,829.89	20,972.69	24.91
100-6210-51.27000	WORKERS COMP	12,000.00	0.00	0.00	12,000.00	0.00
100-6210-51.29000	OTHER EMP BENFITS	36,000.00	0.00	0.00	36,000.00	0.00
100-6210-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	0.00	0.00	2,500.00	0.00
100-6210-52.13010	OTHER/TECHNICAL SERVICES - PROGRAMS	0.00	500.00	0.00	(500.00)	100.00
100-6210-52.13020	OTHER/TECHNICAL SERVICES - ATHLETICS	25,000.00	6,510.00	5,305.00	18,490.00	26.04
100-6210-52.13100	CONTRACTUAL SERVICES	10,000.00	0.00	0.00	10,000.00	0.00
100-6210-52.21300	JANITORIAL SERVICE	10,800.00	3,400.00	850.00	7,400.00	31.48
100-6210-52.21400	LANDSCAPING SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
100-6210-52.22000	REPAIRS & MAINTENANCE	84,970.00	68,913.89	19,587.28	16,056.11	81.10
100-6210-52.22001	REPAIRS & MAINTENANCE - VEH	18,000.00	811.02	0.00	17,188.98	4.51
100-6210-52.23100	BUILDING & OFFICE LEASES	2,400.00	1,000.00	0.00	1,400.00	41.67
100-6210-52.23200	EQUIPMENT & VEHICLE RENTALS	1,000.00	0.00	0.00	1,000.00	0.00
100-6210-52.31000	GENERAL LIABILITY INSURANCE	25,000.00	19,704.00	0.00	5,296.00	78.82

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
100-6210-52.32000	CELL PHONES	5,000.00	1,803.61	611.84	3,196.39	36.07
100-6210-52.32100	INTERNET	25,000.00	10,311.35	2,580.84	14,688.65	41.25
100-6210-52.33000	ADVERTISING	5,500.00	1,027.56	315.13	4,472.44	18.68
100-6210-52.34000	PRINTING	12,500.00	0.00	0.00	12,500.00	0.00
100-6210-52.35000	TRAVEL EXPENSE	15,000.00	0.00	0.00	15,000.00	0.00
100-6210-52.36000	DUES & FEES	2,000.00	0.00	0.00	2,000.00	0.00
100-6210-52.37000	EDUCATION & TRAINING	3,650.00	3,627.00	0.00	23.00	99.37
100-6210-53.10000	OPERATING SUPPLIES	40,000.00	5,581.71	891.93	34,418.29	13.95
100-6210-53.10010	OPERATING SUPPLIES - PROGRAMS	32,500.00	1,385.41	0.00	31,114.59	4.26
100-6210-53.10020	OPERATING SUPPLIES - ATHLETICS	36,000.00	2,314.80	224.16	33,685.20	6.43
100-6210-53.11000	OFFICE SUPPLIES	7,500.00	793.25	0.00	6,706.75	10.58
100-6210-53.12100	WATER/SEWER	3,500.00	49.64	23.00	3,450.36	1.42
100-6210-53.12200	NATURAL GAS	16,000.00	2,329.30	776.99	13,670.70	14.56
100-6210-53.12300	ELECTRICITY	55,000.00	28,856.82	5,548.92	26,143.18	52.47
100-6210-53.12700	GASOLINE/DIESEL	7,000.00	0.00	0.00	7,000.00	0.00
100-6210-53.13000	FOOD SUPPLIES	6,000.00	310.80	0.00	5,689.20	5.18
100-6210-53.13010	FOOD SUPPLIES - PROGRAMS	3,500.00	80.00	0.00	3,420.00	2.29
100-6210-53.13020	FOOD SUPPLIES - ATHLETICS	3,500.00	0.00	0.00	3,500.00	0.00
100-6210-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	5,000.00	0.00	0.00	5,000.00	0.00
100-6210-53.17100	UNIFORMS	5,500.00	3,904.18	0.00	1,595.82	70.99
100-6210-53.23000	FURNITURE AND FIXTURES	7,500.00	0.00	0.00	7,500.00	0.00
100-6210-54.24000	COMPUTER/SOFTWARE	8,800.00	35.00	0.00	8,765.00	0.40
Total Dept 6210 - PARKS & RECREATION		2,156,634.00	610,873.37	130,435.52	1,545,760.63	28.33
Department: 6211 PARKS						
100-6211-52.13000	OTHER SERVICES / TECHNICAL	10,000.00	360.00	0.00	9,640.00	3.60
100-6211-52.13100	CONTRACTUAL SERVICES	13,000.00	2,525.00	2,525.00	10,475.00	19.42
100-6211-52.21100	SANITATION	25,000.00	7,672.27	2,006.57	17,327.73	30.69
100-6211-52.21400	LANDSCAPING	717,000.00	180,888.00	0.00	536,112.00	25.23
100-6211-52.22000	REPAIRS & MAINTENANCE	244,900.00	107,464.15	60,212.31	137,435.85	43.88
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	828.00	0.00	31,172.00	2.59
100-6211-52.31000	GENERAL LIABILITY INSURANCE	1,300.00	1,008.00	0.00	292.00	77.54
100-6211-52.39000-PR2113	OTHER PURCHASED SERVICES	0.00	1,750.00	1,750.00	(1,750.00)	100.00
100-6211-53.10000	OPERATING SUPPLIES	32,000.00	5,056.70	3,816.00	26,943.30	15.80
100-6211-53.12100	WATER/SEWER	1,800.00	1,070.87	108.87	729.13	59.49
100-6211-53.12300	ELECTRICITY	75,000.00	40,027.21	10,979.60	34,972.79	53.37
Total Dept 6211 - PARKS		1,157,000.00	348,650.20	81,398.35	808,349.80	30.13
Department: 6212 POOLS						
100-6212-52.13000	OTHER SERVICES / TECHNICAL	2,500.00	0.00	0.00	2,500.00	0.00
100-6212-52.13100	CONTRACTUAL SERVICES	118,150.00	45,837.50	3,377.50	72,312.50	38.80
100-6212-52.22000	REPAIRS & MAINTENANCE	39,100.00	11,160.64	0.00	27,939.36	28.54
100-6212-52.31000	GENERAL LIABILITY INSURANCE	2,600.00	2,012.00	0.00	588.00	77.38
100-6212-52.32100	INTERNET	1,100.00	0.00	0.00	1,100.00	0.00
100-6212-53.10000	OPERATING SUPPLIES	33,500.00	0.00	0.00	33,500.00	0.00
100-6212-53.12300	ELECTRICITY	18,500.00	0.00	0.00	18,500.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 6212 POOLS						
100-6212-53.15000	SUPPLIES/INVENTORY PURCHASED FOR RES	1,500.00	0.00	0.00	1,500.00	0.00
100-6212-54.23000	FURNITURE AND FIXTURES	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 6212 - POOLS		219,450.00	59,010.14	3,377.50	160,439.86	26.89
Department: 7000 COMMUNITY DEVELOPMENT						
100-7000-51.11000	REGULAR SALARIES	228,930.00	42,378.75	10,592.30	186,551.25	18.51
100-7000-51.21000	GROUP HEALTH INSURANCE	48,646.00	9,254.80	2,313.70	39,391.20	19.02
100-7000-51.21003	LIFE INSURANCE	162.00	20.25	6.75	141.75	12.50
100-7000-51.21004	LONG TERM DISABILITY INSURANCE	2,100.00	0.00	0.00	2,100.00	0.00
100-7000-51.21005	SHORT TERM DISABILITY INSURANCE	778.00	241.61	96.22	536.39	31.06
100-7000-51.21006	EAP INSURANCE	0.00	0.75	0.25	(0.75)	100.00
100-7000-51.22000	FICA TAXES	3,320.00	614.49	153.59	2,705.51	18.51
100-7000-51.24000	EMPLOYER 401A 10% CONTRIBUTION	22,900.00	4,237.91	1,059.24	18,662.09	18.51
100-7000-51.24001	457 (B) 4% MATCHING CONTRIBUTION	9,160.00	0.00	0.00	9,160.00	0.00
100-7000-51.29000	OTHER EMP BENFITS	3,000.00	0.00	0.00	3,000.00	0.00
100-7000-52.13000	OTHER SERVICES / TECHNICAL	125,000.00	1,560.00	1,560.00	123,440.00	1.25
100-7000-52.22000	REPAIRS & MAINTENANCE	0.00	900.00	0.00	(900.00)	100.00
100-7000-52.32000	CELL PHONES	1,200.00	0.00	0.00	1,200.00	0.00
100-7000-52.32050	POSTAGE	2,000.00	0.00	0.00	2,000.00	0.00
100-7000-52.33000	ADVERTISING	2,500.00	225.00	60.00	2,275.00	9.00
100-7000-52.36000	DUES & FEES	480.00	0.00	0.00	480.00	0.00
100-7000-52.37000	EDUCATION & TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
100-7000-53.10000	OPERATING SUPPLIES	500.00	1,106.24	389.63	(606.24)	221.25
100-7000-53.13000	FOOD SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00
100-7000-54.24000	COMPUTER/SOFTWARE	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 7000 - COMMUNITY DEVELOPMENT		456,676.00	60,539.80	16,231.68	396,136.20	13.26
Department: 7210 PROTECTIVE INSPECTIONS						
100-7210-52.12100	CONTRACTUAL SVCS CH2M	566,100.00	208,922.80	50,781.38	357,177.20	36.91
100-7210-52.32000	CELL PHONES	4,000.00	1,765.13	588.68	2,234.87	44.13
100-7210-53.10000	OPERATING SUPPLIES	0.00	86.88	86.88	(86.88)	100.00
Total Dept 7210 - PROTECTIVE INSPECTIONS		570,100.00	210,774.81	51,456.94	359,325.19	36.97
Department: 7410 PLANNING AND ZONING						
100-7410-52.12100	CONTRACTUAL SVCS CH2M	323,200.00	119,909.48	28,990.72	203,290.52	37.10
100-7410-52.13000	OTHER SERVICES / TECHNICAL	6,655.00	11,954.99	0.00	(5,299.99)	179.64
100-7410-52.32000	CELL PHONES	0.00	121.03	40.39	(121.03)	100.00
Total Dept 7410 - PLANNING AND ZONING		329,855.00	131,985.50	29,031.11	197,869.50	40.01
Department: 7420 CODE ENFORCEMENT						
100-7420-52.12100	CONTRACTUAL SVCS CH2M	374,500.00	149,734.34	33,591.56	224,765.66	39.98
100-7420-52.32000	CELL PHONES	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 7420 - CODE ENFORCEMENT		379,500.00	149,734.34	33,591.56	229,765.66	39.46
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.11000	REGULAR SALARIES	93,900.00	27,027.69	7,218.46	66,872.31	28.78
100-7520-51.21000	GROUP HEALTH INSURANCE	24,323.00	8,097.95	2,313.70	16,225.05	33.29
100-7520-51.21003	LIFE INSURANCE	81.00	20.25	6.75	60.75	25.00

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% Fiscal Year Completed: 33.61

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg Used
Fund: 100 GENERAL FUND						
Account Category: Expenditures						
Department: 7520 ECONOMIC DEVELOPMENT						
100-7520-51.21004	LONG TERM DISABILITY INSURANCE	348.00	0.00	0.00	348.00	0.00
100-7520-51.21005	SHORT TERM DISABILITY INSURANCE	389.00	214.50	71.50	174.50	55.14
100-7520-51.21006	EAP INSURANCE	0.00	0.75	0.25	(0.75)	100.00
100-7520-51.22000	FICA TAXES	1,365.00	391.90	104.67	973.10	28.71
100-7520-51.24000	EMPLOYER 401A 10% CONTRIBUTION	9,385.00	2,702.75	721.84	6,682.25	28.80
100-7520-51.24001	457 (B) 4% MATCHING CONTRIBUTION	3,755.00	1,081.11	288.74	2,673.89	28.79
100-7520-51.27000	WORKERS COMP	300.00	0.00	0.00	300.00	0.00
100-7520-51.29000	OTHER EMP BENFITS	1,500.00	0.00	0.00	1,500.00	0.00
100-7520-52.12100	CONTRACTUAL SVCS CH2M	98,700.00	36,854.70	8,854.02	61,845.30	37.34
100-7520-52.13000	OTHER SERVICES / TECHNICAL	33,500.00	0.00	0.00	33,500.00	0.00
100-7520-52.32000	CELL PHONES	1,020.00	242.06	80.78	777.94	23.73
100-7520-52.34000	PRINTING	8,500.00	0.00	0.00	8,500.00	0.00
100-7520-52.36000	DUES & FEES	1,300.00	0.00	0.00	1,300.00	0.00
100-7520-53.10000	OPERATING SUPPLIES	12,500.00	95.99	0.00	12,404.01	0.77
100-7520-53.13000	FOOD SUPPLIES	4,500.00	0.00	0.00	4,500.00	0.00
Total Dept 7520 - ECONOMIC DEVELOPMENT		295,366.00	76,729.65	19,660.71	218,636.35	25.98
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
100-7550-52.12000	PROFESSIONAL SERVICES	25,000.00	2,394.00	1,071.00	22,606.00	9.58
100-7550-52.13000	OTHER SERVICES / TECHNICAL	20,000.00	0.00	0.00	20,000.00	0.00
100-7550-52.37000	EDUCATION & TRAINING	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		50,000.00	2,394.00	1,071.00	47,606.00	4.79
Department: 9000 INTERFUND						
100-9000-61.30000	TRANSFER TO CAPITAL FUND	1,000,000.00	1,000,000.00	0.00	0.00	100.00
Total Dept 9000 - INTERFUND		1,000,000.00	1,000,000.00	0.00	0.00	100.00
Expenditures		16,185,330.07	5,260,485.52	1,021,263.78	10,924,844.55	32.50
Fund 100 - GENERAL FUND:						
TOTAL REVENUES		22,638,140.00	9,147,974.41	6,373,065.67	13,490,165.59	
TOTAL EXPENDITURES		16,185,330.07	5,260,485.52	1,021,263.78	10,924,844.55	
NET OF REVENUES & EXPENDITURES:		6,452,809.93	3,887,488.89	5,351,801.89	2,565,321.04	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 206 TREE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
206-0000-37.10000	CONTRIBUTIONS / DONATIONS	15,000.00	6,000.00	0.00	9,000.00	40.00
Total Dept 0000 - NON DEPARTMENTAL		15,000.00	6,000.00	0.00	9,000.00	40.00
Revenues		15,000.00	6,000.00	0.00	9,000.00	40.00
Account Category: Expenditures						
Department: 4100 PUBLIC WORKS ADMINISTRATION						
206-4100-54.12000	CAPITAL - SITE IMPROVEMENTS	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		100,000.00	0.00	0.00	100,000.00	0.00
Expenditures		100,000.00	0.00	0.00	100,000.00	0.00
Fund 206 - TREE FUND:						
TOTAL REVENUES		15,000.00	6,000.00	0.00	9,000.00	
TOTAL EXPENDITURES		100,000.00	0.00	0.00	100,000.00	
NET OF REVENUES & EXPENDITURES:		(85,000.00)	6,000.00	0.00	(91,000.00)	

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 230 AMERICAN RESCUE PLAN ACT OF 2021						
Account Category: Expenditures						
Department: 0000 NON DEPARTMENTAL						
230-0000-57.90000	CONTINGENCIES	10,235,983.00	0.00	0.00	10,235,983.00	0.00
Total Dept 0000 - NON DEPARTMENTAL		10,235,983.00	0.00	0.00	10,235,983.00	0.00
Department: 1320 CITY MANAGEMENT						
230-1320-51.11000	REGULAR SALARIES	41,000.00	12,589.05	3,147.27	28,410.95	30.71
230-1320-51.21000	GROUP HEALTH INSURANCE	8,512.00	1,326.81	379.09	7,185.19	15.59
230-1320-51.21003	LIFE INSURANCE	41.00	10.11	3.37	30.89	24.66
230-1320-51.21005	SHORT TERM DISABILITY INSURANCE	195.00	104.39	34.80	90.61	53.53
230-1320-51.21006	EAP INSURANCE	0.00	0.36	0.12	(0.36)	100.00
230-1320-51.22000	FICA TAXES	300.00	182.52	45.63	117.48	60.84
230-1320-51.24000	EMPLOYER 401A 10% CONTRIBUTION	4,100.00	1,258.91	314.73	2,841.09	30.71
230-1320-51.24001	457 (B) 4% MATCHING CONTRIBUTION	1,640.00	503.52	125.88	1,136.48	30.70
230-1320-52.39000-CM2203	OTHER PURCHASED SERVICES	542.81	0.00	0.00	542.81	0.00
Total Dept 1320 - CITY MANAGEMENT		56,330.81	15,975.67	4,050.89	40,355.14	28.36
Department: 6211 PARKS						
230-6211-52.39000	OTHER PURCHASED SERVICES	0.00	33,200.00	0.00	(33,200.00)	100.00
230-6211-54.12000-PR2201	FITZGERALD PARK SITE IMPROVEMENTS	696,995.24	0.00	0.00	696,995.24	0.00
Total Dept 6211 - PARKS		696,995.24	33,200.00	0.00	663,795.24	4.76
Expenditures		10,989,309.05	49,175.67	4,050.89	10,940,133.38	0.45
Fund 230 - AMERICAN RESCUE PLAN ACT OF 2021:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		10,989,309.05	49,175.67	4,050.89	10,940,133.38	
NET OF REVENUES & EXPENDITURES:		(10,989,309.05)	(49,175.67)	(4,050.89)	(10,940,133.38)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 275 HOTEL/MOTEL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
275-0000-31.41000	HOTEL/MOTEL EXCISE TAX	1,330,000.00	289,510.64	84,034.94	1,040,489.36	21.77
275-0000-31.90000	PENALTIES AND INTEREST	0.00	466.11	466.11	(466.11)	100.00
Total Dept 0000 - NON DEPARTMENTAL		1,330,000.00	289,976.75	84,501.05	1,040,023.25	21.80
Revenues		1,330,000.00	289,976.75	84,501.05	1,040,023.25	21.80
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
275-6210-61.30000	TRANSFER TO CAPITAL FUND	249,375.00	38,526.70	0.00	210,848.30	15.45
Total Dept 6210 - PARKS & RECREATION		249,375.00	38,526.70	0.00	210,848.30	15.45
Department: 7540 ECONOMIC DEV						
275-7540-57.20000	DISCOVER DEKALB	581,875.00	89,895.62	0.00	491,979.38	15.45
275-7540-61.10000	TRANSFER TO GENERAL FUND	498,750.00	77,053.39	0.00	421,696.61	15.45
Total Dept 7540 - ECONOMIC DEV		1,080,625.00	166,949.01	0.00	913,675.99	15.45
Expenditures		1,330,000.00	205,475.71	0.00	1,124,524.29	15.45
Fund 275 - HOTEL/MOTEL:						
TOTAL REVENUES		1,330,000.00	289,976.75	84,501.05	1,040,023.25	
TOTAL EXPENDITURES		1,330,000.00	205,475.71	0.00	1,124,524.29	
NET OF REVENUES & EXPENDITURES:		0.00	84,501.04	84,501.05	(84,501.04)	

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 280 RENTAL MOTOR VEHICLE FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
280-0000-31.44000	RENTAL CAR EXCISE TAX	64,800.00	18,292.00	5,271.34	46,508.00	28.23
Total Dept 0000 - NON DEPARTMENTAL		64,800.00	18,292.00	5,271.34	46,508.00	28.23
Revenues		64,800.00	18,292.00	5,271.34	46,508.00	28.23
Account Category: Expenditures						
Department: 7540 ECONOMIC DEV						
280-7540-61.10000	TRANSFER TO GENERAL FUND	64,800.00	18,684.28	0.00	46,115.72	28.83
Total Dept 7540 - ECONOMIC DEV		64,800.00	18,684.28	0.00	46,115.72	28.83
Expenditures		64,800.00	18,684.28	0.00	46,115.72	28.83
Fund 280 - RENTAL MOTOR VEHICLE FUND:						
TOTAL REVENUES		64,800.00	18,292.00	5,271.34	46,508.00	
TOTAL EXPENDITURES		64,800.00	18,684.28	0.00	46,115.72	
NET OF REVENUES & EXPENDITURES:		0.00	(392.28)	5,271.34	392.28	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
300-0000-33.43000	STATE GRANTS CAPITAL PROJECTS	405,000.00	432,991.74	0.00	(27,991.74)	106.91
Total Dept 0000 - NON DEPARTMENTAL		405,000.00	432,991.74	0.00	(27,991.74)	106.91
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-37.10000	CONTRIBUTIONS / DONATIONS	0.00	436,827.11	0.00	(436,827.11)	100.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		0.00	436,827.11	0.00	(436,827.11)	100.00
Department: 9000 INTERFUND						
300-9000-39.12000	TRANSFER FROM HOTEL	249,375.00	38,526.70	0.00	210,848.30	15.45
300-9000-39.30000	TRANSFER FROM GENERAL FUND	1,000,000.00	1,000,000.00	0.00	0.00	100.00
Total Dept 9000 - INTERFUND		1,249,375.00	1,038,526.70	0.00	210,848.30	83.12
Revenues		1,654,375.00	1,908,345.55	0.00	(253,970.55)	115.35
Account Category: Expenditures						
Department: 1320 CITY MANAGEMENT						
300-1320-52.13000-CM2302	ARPA AND GRANT WRITING ASSISTANCE	8,759.69	0.00	0.00	8,759.69	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-CM2401	REAL ESTATE DEVELOPMENT FY24	1,000,000.00	0.00	0.00	1,000,000.00	0.00
300-1320-54.12000-CM2403	CITYWIDE BEAUTIFICATION PROJECTS FY2	1,000,000.00	0.00	0.00	1,000,000.00	0.00
300-1320-54.13000-CM2402	CITY HALL BUILDING FY24	5,000,000.00	0.00	0.00	5,000,000.00	0.00
Total Dept 1320 - CITY MANAGEMENT		7,408,759.69	0.00	0.00	7,408,759.69	0.00
Department: 1330 CITY CLERK						
300-1330-54.24000-CC2101	NEW MEETING MGMT SOFTWARE FY21	350.00	0.00	0.00	350.00	0.00
300-1330-54.24000-CC2301	LASERFICHE CLOUD	358.02	0.00	0.00	358.02	0.00
300-1330-54.24000-CC2302	JUSTFOIA LINK TO LASERFICHE	5,418.49	0.00	0.00	5,418.49	0.00
Total Dept 1330 - CITY CLERK		6,126.51	0.00	0.00	6,126.51	0.00
Department: 1513 OPERATING CONTINGENCIES						
300-1513-57.90000-OC2001	CONTINGENCIES	107,337.15	68,180.15	0.00	39,157.00	63.52
Total Dept 1513 - OPERATING CONTINGENCIES		107,337.15	68,180.15	0.00	39,157.00	63.52
Department: 1535 IT/GIS						
300-1535-54.24000-IT2010	COURT SECURITY CAMERA, PANIC BUTTON,	0.05	0.00	0.00	0.05	0.00
300-1535-54.24000-IT2101	COMPUTER REPLACEMENT	181.71	2,948.00	0.00	(2,766.29)	1,622.37
Total Dept 1535 - IT/GIS		181.76	2,948.00	0.00	(2,766.24)	1,621.92
Department: 1570 COMMUNICATIONS						
300-1570-52.12000-CO2201	WEBSITE REDESIGN FY22	700.00	0.00	0.00	700.00	0.00
300-1570-52.12000-CO2401	COMMUNICATIONS STRATEGIC PLAN FY24	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 1570 - COMMUNICATIONS		50,700.00	0.00	0.00	50,700.00	0.00
Department: 1595 GENERAL OPERATIONS						
300-1595-54.12000-CM2404	CITY HALL FLOOR PLAN UPDATE FY24	300,000.00	0.00	0.00	300,000.00	0.00
Total Dept 1595 - GENERAL OPERATIONS		300,000.00	0.00	0.00	300,000.00	0.00
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

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 10/31/2023

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdg't Used
Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 2650 MUNICIPAL COURT						
Total Dept 2650 - MUNICIPAL COURT		65,000.00	0.00	0.00	65,000.00	0.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						
300-4100-52.12000-CE2110	ENGINEER DESIGN/STUDIES	10,420.70	0.00	0.00	10,420.70	0.00
300-4100-52.12000-CE2202	INTERSECTION RADII FY22	33,540.00	0.00	0.00	33,540.00	0.00
300-4100-52.12000-CE2207	ENGINEERING DESIGN SERVICES FY22	20,000.00	0.00	0.00	20,000.00	0.00
300-4100-52.12000-CE2210	SAFETY STUDY HUGH HOWELL RD FY22	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-52.12000-CE2403	PROGRAM MANAGEMENT-CAPITAL FY24	250,000.00	54,552.26	0.00	195,447.74	21.82
300-4100-54.12000-CE2104	LAWRENCEVILLE HWY@I-285 LANDSCAPE	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-54.12000-CE2208	FELLOWSHIP@IDLEWOOD FY22	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-54.14000	INFRASTRUCTURE ROADS	0.00	27,180.00	27,180.00	(27,180.00)	100.00
300-4100-54.14000-CE2102	RESURFACING FY21	27,465.44	0.00	0.00	27,465.44	0.00
300-4100-54.14000-CE2203	MARTA BUS PADS FY22	40,211.75	5,713.50	5,713.50	34,498.25	14.21
300-4100-54.14000-CE2304	JULIETTE ROAD STREET PROJECT	1,651,703.25	54,461.85	27,270.60	1,597,241.40	3.30
300-4100-54.14000-CE2305	MARTA BUS STOPS FY23	100,000.00	0.00	0.00	100,000.00	0.00
300-4100-54.14000-CE2306	RADAR SPEED LIMIT SIGNS	14,700.00	0.00	0.00	14,700.00	0.00
300-4100-54.14000-CE2307	TRAIL PROJECTS FY23	901,348.32	8,122.53	0.00	893,225.79	0.90
300-4100-54.14000-CE2309	PROGRAM MANAGEMENT FY23	89,161.60	0.00	0.00	89,161.60	0.00
300-4100-54.14000-CE2310	ENGINEERING DESIGN STUDIES FY23	44,806.25	0.00	0.00	44,806.25	0.00
300-4100-54.14000-CE2311	NORTH / SOUTH CONNECTIVITY STUDY	123,149.44	8,557.50	0.00	114,591.94	6.95
300-4100-54.14000-CE2401	RESURFACING-CAPITAL FY24	2,039,548.08	0.00	0.00	2,039,548.08	0.00
300-4100-54.14000-CE2402	RESURFACING - LMIG FY24	405,000.00	432,991.74	432,991.74	(27,991.74)	106.91
300-4100-54.14000-CE2404	TUCKER SUMMIT CID ST LIGHTING FY24	225,000.00	0.00	0.00	225,000.00	0.00
300-4100-54.14000-CE2406	NORTH/SOUTH CONNECTIVITY IMPROVEMENT	1,000,000.00	0.00	0.00	1,000,000.00	0.00
300-4100-54.14000-CE2407	RICHARDSON STREET IMPROVEMENTS	200,000.00	0.00	0.00	200,000.00	0.00
300-4100-54.14000-CE2408	MIB INTERSECTION IMPROVEMENTS FY24	250,000.00	0.00	0.00	250,000.00	0.00
300-4100-57.90000-CE0000	CE CONTINGENCIES	311,684.68	0.00	0.00	311,684.68	0.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		8,037,739.51	591,579.38	493,155.84	7,446,160.13	7.36
Department: 4224 SIDEWALKS						
300-4224-54.14000-CE2108	SIDEWALKS	9,137.50	0.00	0.00	9,137.50	0.00
300-4224-54.14000-CE2205	SIDEWALKS FY22	24,344.95	0.00	0.00	24,344.95	0.00
300-4224-54.14000-CE2308	TRAIL LIGHTING	30,087.00	0.00	0.00	30,087.00	0.00
300-4224-54.14000-CE2405	SIDEWALK/TRAILS CAPITAL FY24	2,000,000.00	0.00	0.00	2,000,000.00	0.00
Total Dept 4224 - SIDEWALKS		2,063,569.45	0.00	0.00	2,063,569.45	0.00
Department: 6210 PARKS & RECREATION						
300-6210-52.12000-PR2302	PARKS AND RECREATION STUDY FY23	50,000.00	20,925.00	0.00	29,075.00	41.85
300-6210-52.12000-PR2303	PROJECT MANAGEMENT - PARK CONSTRUCTI	61,005.00	5,725.00	2,800.00	55,280.00	9.38
300-6210-52.12000-PR2306	ENGINEERING SERVICES - PARK CONSTRUC	131,690.00	32,275.00	10,810.00	99,415.00	24.51
300-6210-52.12000-PR2308	PARK CONSTRUCTION PLANNING	40,325.11	13,560.49	6,646.25	26,764.62	33.63
300-6210-54.12000-PR2007	DOG PARK MONTREAL	46,805.00	19,200.00	16,000.00	27,605.00	41.02
300-6210-54.12000-PR2010	PARK IMPROVEMENTS	259,232.46	0.00	0.00	259,232.46	0.00
300-6210-54.12000-PR2301	PARKING LOT/DRIVES-PARKS	50,000.00	0.00	0.00	50,000.00	0.00
300-6210-54.12000-PR2304	TRC ACTIVITY CENTER	50,000.00	9,405.29	9,405.29	40,594.71	18.81
300-6210-54.12000-PR2305	FITZGERALD PARK IMPROVEMENTS	1,325,000.00	0.00	0.00	1,325,000.00	0.00
300-6210-54.12000-PR2309	PARK FURNISHINGS	70,251.26	0.00	0.00	70,251.26	0.00
300-6210-54.12000-PR2310	PARK IMPROVEMENTS-LORD PARK DISC GOL	50,000.00	0.00	0.00	50,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
300-6210-54.12000-PR2312	JHP IMPROVEMENTS GRANT MATCH-GOSP	218,900.00	0.00	0.00	218,900.00	0.00
300-6210-54.12000-PR2401	TRC PARKING AND PICKLEBALL COURTS FY	1,250,000.00	0.00	0.00	1,250,000.00	0.00
300-6210-54.13000-PR2307	MAINTENANCE FACILITY - FITZGERALD	97,352.35	0.00	0.00	97,352.35	0.00
300-6210-54.20000-PR2012	PORTABLE GYMNASTICS	16,225.35	0.00	0.00	16,225.35	0.00
Total Dept 6210 - PARKS & RECREATION		3,716,786.53	101,090.78	45,661.54	3,615,695.75	2.72
Department: 6211 PARKS						
300-6211-52.12000-PR2104	PARKS & REC STUDIES	14,975.00	14,975.00	0.00	0.00	100.00
300-6211-52.12000-PR2106	PARK MASTER PLAN STUDIES	81,420.00	0.00	0.00	81,420.00	0.00
300-6211-52.39000-PR2113	RECREATION PROJECTS TOURISM	(7,220.00)	20,303.09	3,275.00	(27,523.09)	(281.21)
300-6211-54.12000-PR2101	PIER/DOCK REPAIR AND TRAILS	49,711.85	0.00	0.00	49,711.85	0.00
300-6211-54.12000-PR2108	PARK FENCING	50,000.00	0.00	0.00	50,000.00	0.00
300-6211-54.12000-PR2109	TRAILS	41,804.00	0.00	0.00	41,804.00	0.00
300-6211-54.12000-PR2113	RECREATION PROJECTS -- TOURISM H/M T	50,305.67	11,445.00	3,625.00	38,860.67	22.75
300-6211-54.12000-PR2116	J. HOMESTEAD PROJECT	49,900.48	2,500.00	0.00	47,400.48	5.01
300-6211-54.12000-PR2201	FITZGERALD PARK IMPROVEMENTS FY22	588,747.48	0.00	0.00	588,747.48	0.00
300-6211-54.12000-PR2204	SPORTS FIELD LIGHTING FY22	90,500.00	0.00	0.00	90,500.00	0.00
300-6211-54.12000-PR2205	TENNIS COURT IMPROVEMENTS FY22	90,000.00	0.00	0.00	90,000.00	0.00
300-6211-54.12000-PR2206	TRAIL IMPROVEMENTS FY22	71,939.51	0.00	0.00	71,939.51	0.00
300-6211-54.12000-PR2207	COFER TRAIL PARK FY22	137,935.16	0.00	0.00	137,935.16	0.00
300-6211-54.12000-PR2208	BEE HAVEN INITIATIVE	6,358.36	0.00	0.00	6,358.36	0.00
300-6211-54.12000-PR2313	TUCKER TOWN GREEN	574,218.35	88,600.00	42,350.00	485,618.35	15.43
300-6211-54.12000-PR2402	PARKING IMPROVEMENTS-PARKS FY24	250,000.00	0.00	0.00	250,000.00	0.00
300-6211-54.23100-PR2112	SIGNS FOR PARKS	12,509.11	0.00	0.00	12,509.11	0.00
300-6211-54.23100-PR2114	WRP MEMORIAL	64,018.11	0.00	0.00	64,018.11	0.00
Total Dept 6211 - PARKS		2,217,123.08	137,823.09	49,250.00	2,079,299.99	6.22
Department: 7000 COMMUNITY DEVELOPMENT						
300-7000-52.12000-CD2402	CITYWIDE SIGNAGE STUDY FY24	75,000.00	0.00	0.00	75,000.00	0.00
300-7000-54.12000-CD2401	FORMER MONTREAL ROW BEAUTIFICATION F	35,000.00	0.00	0.00	35,000.00	0.00
300-7000-54.12000-CD2403	CITYWIDE SIGNAGE FY24	250,000.00	0.00	0.00	250,000.00	0.00
Total Dept 7000 - COMMUNITY DEVELOPMENT		360,000.00	0.00	0.00	360,000.00	0.00
Department: 7210 PROTECTIVE INSPECTIONS						
300-7210-52.12000-CD2113	SCANNING PROJECT	24,080.00	0.00	0.00	24,080.00	0.00
300-7210-52.13000-CD2301	JULIETTE ROAD / RICHARDSON STREET	96,600.00	0.00	0.00	96,600.00	0.00
300-7210-52.13000-CD2302	LAWRENCEVILLE HIGHWAY STUDY	26,861.40	26,938.64	2,280.34	(77.24)	100.29
300-7210-52.13000-CD2303	TUCKER COMPREHENSIVE HOUSING STUDY	52,410.00	27,110.00	0.00	25,300.00	51.73
300-7210-54.24000-CD2006	COMPUTER/SOFTWARE	7,603.72	0.00	0.00	7,603.72	0.00
Total Dept 7210 - PROTECTIVE INSPECTIONS		207,555.12	54,048.64	2,280.34	153,506.48	26.04
Department: 7520 ECONOMIC DEVELOPMENT						
300-7520-52.12000-ED2001	NORTHLAKE MASTER PLAN	163,968.59	0.00	0.00	163,968.59	0.00
300-7520-54.11000-CM2304	SITE FOR DOWNTOWN TRASH FACILITY	25,000.00	0.00	0.00	25,000.00	0.00
300-7520-54.11000-ED2402	TRASH FACILITY #2 SITE FY24	150,000.00	0.00	0.00	150,000.00	0.00
300-7520-54.12000-ED2401	ADDITIONAL PARKING DTOWN TUCKER FY24	325,000.00	0.00	0.00	325,000.00	0.00
300-7520-54.13000-CM2305	DOWNTOWN TRASH FACILITY	228,935.00	5,957.90	0.00	222,977.10	2.60
Total Dept 7520 - ECONOMIC DEVELOPMENT		892,903.59	5,957.90	0.00	886,945.69	0.67

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 300 CAPITAL						
Account Category: Expenditures						
Department: 7550 DOWNTOWN DEVELOPMENT AUTHORITY						
300-7550-52.12000-ED2001	NORTHLAKE MASTER PLAN	150,000.10	0.00	0.00	150,000.10	0.00
300-7550-57.30000-DD2401	DOWNTOWN TUCKER FACADE GRANT FY24	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 7550 - DOWNTOWN DEVELOPMENT AUTHORITY		200,000.10	0.00	0.00	200,000.10	0.00
Expenditures		25,633,782.49	961,627.94	590,347.72	24,672,154.55	3.75
Fund 300 - CAPITAL:						
TOTAL REVENUES		1,654,375.00	1,908,345.55	0.00	(253,970.55)	
TOTAL EXPENDITURES		25,633,782.49	961,627.94	590,347.72	24,672,154.55	
NET OF REVENUES & EXPENDITURES:		(23,979,407.49)	946,717.61	(590,347.72)	(24,926,125.10)	

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GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 320 SPLOST FUND						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
320-0000-31.32000	SPLOST - ROADS & DRAINAGE	3,150,000.00	1,099,415.38	345,062.73	2,050,584.62	34.90
320-0000-31.32001	SPLOST - SIDEWALKS & TRAILS	981,000.00	338,281.66	106,173.15	642,718.34	34.48
320-0000-31.32003	SPLOST - SITE IMPROVEMENTS PARKS	1,138,000.00	253,711.25	79,629.86	884,288.75	22.29
Total Dept 0000 - NON DEPARTMENTAL		5,269,000.00	1,691,408.29	530,865.74	3,577,591.71	32.10
Revenues		5,269,000.00	1,691,408.29	530,865.74	3,577,591.71	32.10
Account Category: Expenditures						
Department: 0000 NON DEPARTMENTAL						
320-0000-57.90000-SP2016	CONTINGENCIES	72,989.91	0.00	0.00	72,989.91	0.00
Total Dept 0000 - NON DEPARTMENTAL		72,989.91	0.00	0.00	72,989.91	0.00
Department: 1320 CITY MANAGEMENT						
320-1320-54.13000-SP2407	TUCKER FIRE STATION CONTRIBUTION FY2	200,000.00	0.00	0.00	200,000.00	0.00
Total Dept 1320 - CITY MANAGEMENT		200,000.00	0.00	0.00	200,000.00	0.00
Department: 4100 PUBLIC WORKS ADMINISTRATION						
320-4100-52.12000-SP2305	PROGRAM MANAGEMENT FY23 SPLOST	115,812.20	0.00	0.00	115,812.20	0.00
Total Dept 4100 - PUBLIC WORKS ADMINISTRATION		115,812.20	0.00	0.00	115,812.20	0.00
Department: 4200 HIGHWAYS AND STREETS						
320-4200-54.14000-SP1907	TUCKER STREETSCAPES	366,641.50	0.00	0.00	366,641.50	0.00
320-4200-54.14000-SP2003	QUICK RESPONSE FY20 SPLOST	17,250.94	0.00	0.00	17,250.94	0.00
320-4200-54.14000-SP2005	MIB @ US78 ENGINEERING DESIGN	280,293.86	151,733.42	21,168.79	128,560.44	54.13
320-4200-54.14000-SP2007	CHAMBLEE TUCKER RD SPEED STUDY	6,247.60	0.00	0.00	6,247.60	0.00
320-4200-54.14000-SP2102	MAJOR ROAD IMPROVEMENTS	286,124.82	23,500.00	9,000.00	262,624.82	8.21
320-4200-54.14000-SP2104	QUICK RESPONSE PROJECTS	110,450.39	4,232.50	0.00	106,217.89	3.83
320-4200-54.14000-SP2203	QUICK RESPONSE FY22	310,347.50	19,815.00	2,780.00	290,532.50	6.38
320-4200-54.14000-SP2204	MAJOR ROAD IMPROVEMENTS FY22	678,680.00	0.00	0.00	678,680.00	0.00
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
320-4200-54.14000-SP2401	RESURFACING FY24	4,722,936.59	265,179.57	265,179.57	4,457,757.02	5.61
320-4200-54.14000-SP2402	QUICK RESPONSE FY24	400,000.00	4,158.00	0.00	395,842.00	1.04
320-4200-54.14000-SP2403	MAJOR PROJECTS FY24	826,750.00	0.00	0.00	826,750.00	0.00
Total Dept 4200 - HIGHWAYS AND STREETS		9,232,473.20	468,618.49	298,128.36	8,763,854.71	5.08
Department: 4224 SIDEWALKS						
320-4224-52.12000-SP2405	PROGRAM MANAGEMENT-FY24 SPLOST	225,000.00	46,176.86	0.00	178,823.14	20.52
320-4224-54.14000-SP2105	TRAIL PROJECTS	165,745.51	0.00	0.00	165,745.51	0.00
320-4224-54.14000-SP2202	TRAILS FY22	51,191.25	17,670.00	1,760.00	33,521.25	34.52
320-4224-54.14000-SP2404	SIDEWALKS / TRAILS FY24 SPLOST	1,262,000.00	419.50	0.00	1,261,580.50	0.03
320-4224-54.14005-SP2303	SIDEWALKS-VARIOUS LOCATIONS SPLOST	565,912.48	370,788.58	143,027.77	195,123.90	65.52
Total Dept 4224 - SIDEWALKS		2,269,849.24	435,054.94	144,787.77	1,834,794.30	19.17
Department: 6210 PARKS & RECREATION						
320-6210-52.12000-SP2107	PROGRAM/PROJECT MGMT	10,727.00	0.00	0.00	10,727.00	0.00
320-6210-54.12000-SP1917	PRIORITY PROJECTS - MASTER PLAN	0.00	23,057.59	0.00	(23,057.59)	100.00
320-6210-54.12000-SP2013	PARKS RESTROOMS	109,185.44	74,721.28	74,721.28	34,464.16	68.44
320-6210-54.12000-SP2307	SPORTS FIELD LIGHTING SPLOST	341,387.92	0.00	0.00	341,387.92	0.00

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Fund: 320 SPLOST FUND						
Account Category: Expenditures						
Department: 6210 PARKS & RECREATION						
320-6210-54.12000-SP2308	PARK SIGNAGE	111,249.84	87,050.12	0.00	24,199.72	78.25
320-6210-54.13000-SP2208	TRC IMPROVEMENTS FY22	18,578.51	0.00	0.00	18,578.51	0.00
Total Dept 6210 - PARKS & RECREATION		591,128.71	184,828.99	74,721.28	406,299.72	31.27
Department: 6211 PARKS						
320-6211-54.12000-SP2108	SPORTS FIELD LIGHTING	4,306.04	0.00	0.00	4,306.04	0.00
320-6211-54.12000-SP2109	PARKING LOTS - PARKS	176,575.00	11,828.42	11,828.42	164,746.58	6.70
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	513,039.59	61,584.37	11,133.42	451,455.22	12.00
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
320-6211-54.12000-SP2406	FITZGERALD PARK RENO PHASE 2 FY24	753,004.76	0.00	0.00	753,004.76	0.00
Total Dept 6211 - PARKS		1,757,405.39	73,412.79	22,961.84	1,683,992.60	4.18
Department: 6212 POOLS						
320-6212-54.12000-SP2112	POOL RENOVATIONS	11,328.37	0.00	0.00	11,328.37	0.00
320-6212-54.12000-SP2207	SPLASH PAD IMPROVEMENTS FY22	69,279.42	0.00	0.00	69,279.42	0.00
Total Dept 6212 - POOLS		80,607.79	0.00	0.00	80,607.79	0.00
Expenditures		14,320,266.44	1,161,915.21	540,599.25	13,158,351.23	8.11
Fund 320 - SPLOST FUND:						
TOTAL REVENUES		5,269,000.00	1,691,408.29	530,865.74	3,577,591.71	
TOTAL EXPENDITURES		14,320,266.44	1,161,915.21	540,599.25	13,158,351.23	
NET OF REVENUES & EXPENDITURES:		(9,051,266.44)	529,493.08	(9,733.51)	(9,580,759.52)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF TUCKER

Balance As of 10/31/2023

% Fiscal Year Completed: 33.61

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	23-24 Amended Budget	YTD Balance 10/31/2023	Activity For 10/31/2023	Available Balance 10/31/2023	% Bdgt Used
Fund: 560 STORMWATER						
Account Category: Revenues						
Department: 0000 NON DEPARTMENTAL						
560-0000-34.42600	STORMWATER UTILITY CHARGES	2,864,072.00	359,863.44	336,950.18	2,504,208.56	12.56
Total Dept 0000 - NON DEPARTMENTAL		2,864,072.00	359,863.44	336,950.18	2,504,208.56	12.56
Revenues		2,864,072.00	359,863.44	336,950.18	2,504,208.56	12.56
Account Category: Expenditures						
Department: 4910 STORMWATER						
560-4910-52.12000	PROFESSIONAL SERVICES	695,827.75	119,246.75	24,059.00	576,581.00	17.14
560-4910-52.12400	CONTRACTUAL SVCS-LOWE ENGINEERING	545,497.00	87,763.75	32,698.88	457,733.25	16.09
560-4910-52.13000	OTHER SERVICES / TECHNICAL	520,000.00	71,997.98	71,997.98	448,002.02	13.85
560-4910-52.22230	REPAIRS & MAINT - STORMWATER	1,584,975.00	219,081.15	44,400.00	1,365,893.85	13.82
560-4910-53.10000	OPERATING SUPPLIES	213,600.00	33,484.33	11,916.46	180,115.67	15.68
Total Dept 4910 - STORMWATER		3,559,899.75	531,573.96	185,072.32	3,028,325.79	14.93
Expenditures		3,559,899.75	531,573.96	185,072.32	3,028,325.79	14.93
Fund 560 - STORMWATER:						
TOTAL REVENUES		2,864,072.00	359,863.44	336,950.18	2,504,208.56	
TOTAL EXPENDITURES		3,559,899.75	531,573.96	185,072.32	3,028,325.79	
NET OF REVENUES & EXPENDITURES:		(695,827.75)	(171,710.52)	151,877.86	(524,117.23)	
Report Totals:						
TOTAL REVENUES - ALL FUNDS		33,835,387.00	13,421,860.44	7,330,653.98	20,413,526.56	
TOTAL EXPENDITURES - ALL FUNDS		72,183,387.80	8,188,938.29	2,341,333.96	63,994,449.51	
NET OF REVENUES & EXPENDITURES:		(38,348,000.80)	5,232,922.15	4,989,320.02	(43,580,922.95)	



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: November 27, 2023
RE: Memo for the Presentation of the Stormwater Extent of Service Policy

Description for on the Agenda:

A presentation for the proposed Stormwater Extent of Service Policy by Tucker's Public Works Department.

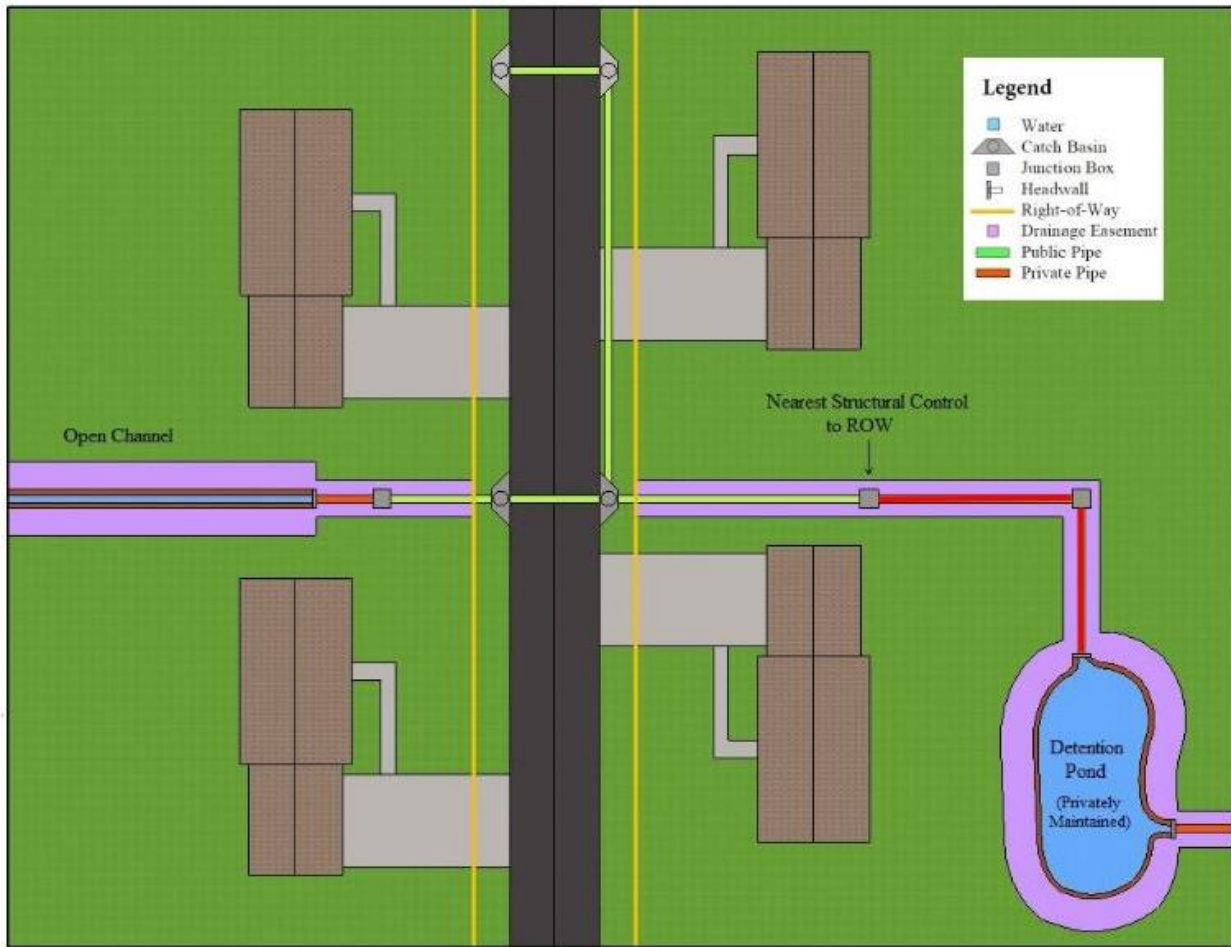
Recommendation:

The Department of Public Works is seeking feedback, input, and questions regarding the proposed policy.

Background:

As the City of Tucker has brought Public Works "in-house", the City is now responsible for the maintenance of stormwater infrastructure in the City of Tucker. As stormwater is all interconnected and traversing through conduits, ditches, swales, and ponds both on public right of way and private property, it is important to identify the areas of which will be owned and maintained by the City of Tucker.

As proposed in the draft policy attached, Public Works staff is recommending the City take ownership of all stormwater (structures and conduits) related infrastructure within the right of way as well as to the first structure outside the right of way. This allows for an undisputable location of which the City is responsible versus private owner. Please refer to the diagram below.



City staff has also reviewed the 492+ stormwater management facilities (commonly called ponds), across the City and has determined that based on language on recorded plats and existing City code that stormwater management facilities are to be maintained by the property owner of which the infrastructure is constructed upon.

As proposed, this Extent of Service document is a medium between only maintaining the infrastructure located entirely in the right of way (minimum legal obligation), versus maintaining all the stormwater infrastructure across the City. Staff is confident this is tough but manageable policy given the expected revenue for our stormwater utility.



City of Tucker

Stormwater Management

Extent of Service

Infrastructure Repairs and Maintenance

DRAFT

SEPTEMBER 12, 2023

City of Tucker

Stormwater Inspection and Maintenance Policy

1.0 Purpose and Authority

The goal of the Stormwater Management System Inspection and Maintenance Policy is to define the rights and responsibilities of the property owner(s) for maintaining the water quantity and quality functions of Stormwater Best Management Practices (BMPs), as well as provide for City guidance to ensure their proper functioning. This policy is based upon the City of Tucker's Stormwater Utility Ordinance (Article I, Chapter 15, Ordinance No. 2023-03-03).

The Metro North Georgia Water Planning District (MNGWPD) and the Georgia Environmental Protection Division's (EPD) National Pollutant Discharge Elimination System (NPDES) Permit requires municipalities to have fully implemented stormwater facility maintenance programs for public and private facilities. This Stormwater Inspection and Maintenance Policy is also implemented at the direction and requirement of *40 CFR 122.34 (b)(5)(i)(C)* of the Environmental Protection Division's Code of Federal Regulations regarding the National Pollutant Discharge Elimination System (NPDES) Program.

2.0 Definitions

Roadway - The paved portion of a street from back-of-curb to back-of-curb (or edge to edge of pavement for streets not having curbs) but excluding driveway aprons, bridges, and large single and multi-cell culverts, which in a hydrologic sense can be considered to function as a bridge.

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

Structural Stormwater Control - A structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not

limited to, the direction, quantity, quality, period of release or velocity of flow of such runoff. Structural Stormwater Controls include but are not limited to junction boxes (including buried), yard inlets, headwalls, weirs, pipe collar, water quality devices, and outlet control devices.

3.0 Inspection and Maintenance Responsibilities

For all existing and new developments, the following inspection and maintenance responsibilities shall apply:

Private Stormwater Management Facilities

Private stormwater management facilities shall be privately owned, and the owner(s) shall be responsible for ensuring the proper function of the stormwater management facilities located on their property. This program shall be accomplished through periodic inspections and routine maintenance by the responsible party. The owner(s) shall maintain a perpetual, non-exclusive easement that allows access for inspection and emergency maintenance activities.

Public Stormwater Facilities

The City of Tucker is responsible for inspecting and maintaining stormwater management facilities located on municipal property and within the public right-of-way (ROW). This includes stormwater structural controls on properties owned by the City of Tucker and in the public ROW; and some pipes draining City streets. Pipes draining City streets are publicly maintained in the upstream direction to the nearest stormwater structural control (typically junction box or headwall) from the public ROW. In the upstream direction drainage infrastructure beyond the nearest stormwater structural control to the public ROW, shall be privately maintained. In the downstream direction, pipes draining city streets are maintained to the nearest stormwater structural control from the public ROW. Figure 1 and 2 provide a visual representation of the City's extent of service responsibility.

When a public drainage responsibility exists to a downstream headwall, the area just downstream of the headwall, may be city maintained as necessary for 10 feet to ensure the free flow of water and prevent erosion around the headwall.

Figure 1. Aerial View of City's Stormwater Extent of Service

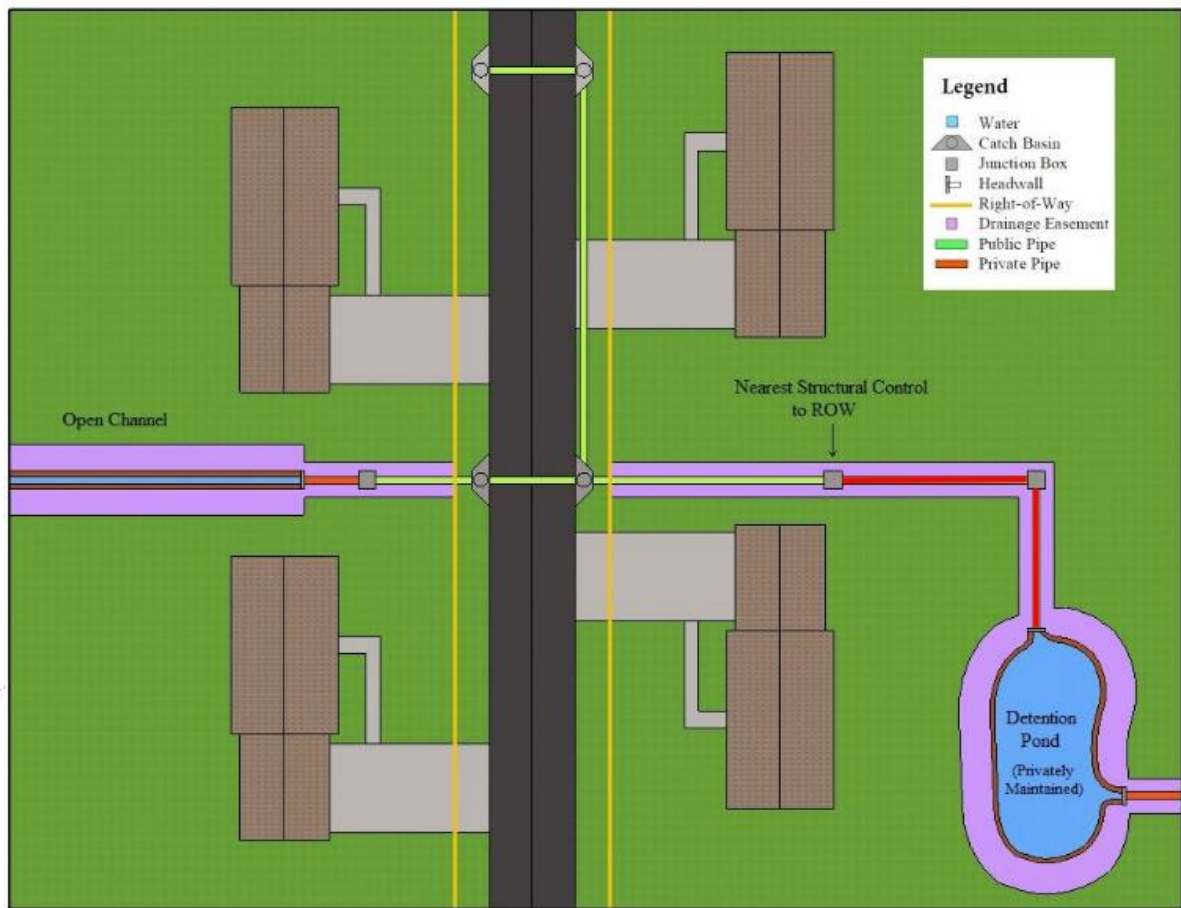
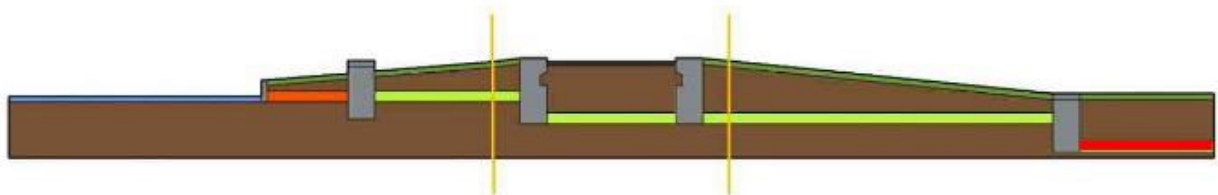


Figure 2. Cross Section View of City's Stormwater Extent of Service



Extensions to City Maintenance Responsibility

Extensions to the stated city maintenance responsibility shall only be made when one or both of the following criteria are met:

- A permanent maintenance agreement exists between the City of Tucker and a private property owner. If such an agreement exists, the stated responsibilities in the permanent maintenance agreement shall take precedence to the City's Extent of Service Policy. If such an agreement does not exist, then the City's Extent of Service Policy will govern. Maintenance agreements made prior to the existence of the City of Tucker or between parties that do not include the City of Tucker do not meet these criteria.
- Specific field conditions are encountered where the City of Tucker has demonstrated legal drainage maintenance responsibility.

3.1 Detention / Retention Ponds and Underground Stormwater Storage Facilities

The following statements identify who will be responsible for structural stormwater controls on private property. All correspondence and violations will be addressed to the responsible party.

In subdivisions with an established homeowners association (HOA) - The HOA shall be the responsible party.

In subdivisions without an established HOA - The owner(s) of the property that the facility is on or serviced by shall be the responsible party. The City will only issue maintenance requests and violations to the responsible party. This in no way shall hinder the rights of the property owner(s) to involve the other property owners that the facility serves.

In commercial and industrial developments - The property owner(s) shall be the responsible party.

In properties with a Stormwater Management Inspection and Maintenance Agreement - The responsible party as well as the responsibilities shall be described in the agreement.

The City of Tucker has a maintenance responsibility only if the facility is located on property owned by the City of Tucker, is located on Public ROW, or a maintenance agreement exists between the City of Tucker and the private property owner. Maintenance agreements made prior to the existence of the City of Tucker or between parties that do not include the City of Tucker do not apply to the City's maintenance responsibility.

Additionally, per Tucker's Municipal Code Section 22-775.

Maintenance by owner of stormwater management systems predating current GSMM (Georgia Stormwater Management Manual).

For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

3.2 Pipes

Residential - Pipes draining City streets are publicly maintained in the upstream direction to the nearest stormwater structural control (typically junction box or headwall) from the public ROW. In the upstream direction drainage infrastructure beyond the nearest stormwater structural control to the public ROW, shall be privately maintained. In the downstream direction, pipes draining city streets are maintained to the nearest stormwater structural control outside of the public ROW. See Figure 1 and 2 for a visual representation of the City's extent of service responsibility.

Stormwater Infrastructure not connected to pipes draining City Streets shall be privately maintained. Driveway pipes or pipes supporting the driveway apron to access residential property shall be privately maintained.

Commercial - The property owner(s) shall be responsible for any pipes that are located on private commercial property. For any pipe that crosses a property line between private and public property, the City will determine the responsible owner for maintenance on a case-by-case basis. For any pipe that crosses a property line between private property and public ROW, the City will maintain to the first stormwater structural control located outside of the ROW. Driveway pipes or pipes supporting the driveway apron to access commercial property shall be privately maintained.

3.3 Driveway Aprons

Residential and Commercial - The property owner(s) shall be responsible for the maintenance and repair of all driveway aprons including driveway pipes.

3.4 Open Channels

Residential and Commercial - The property owner(s) shall be responsible for maintaining the normal unobstructed flow of any open channel(s) on private property. This may include, but not be limited to ditches, swales, and creeks.

3.5 Records of Maintenance Activities

The responsible party shall keep documentation of all their inspections and maintenance activities and provide this documentation to the Stormwater Division of the Department of Public Works upon request.

4.0 City Inspection Program for Privately-Owned Facilities

The City of Tucker's Public Works Department has established inspection and maintenance procedures for privately-owned stormwater facilities. In accordance with Federal and State regulations, the City will, at minimum, perform routine inspections on any private stormwater management structures designed after the December 9, 2008 deadline for municipalities to adopt the Georgia Stormwater Management Manual. Other scenarios that may initiate an inspection are random site visits, citizen requests, complaints, or joint investigations with local, state, and federal agencies of a potential environmental violation. Inspection procedures may include: visual and structural evaluations; review of design, construction or maintenance records; and water quality sampling.

- The City will not engage itself in private property disputes or other legal actions between property owner(s).
- The City may provide technical assistance to assist with the maintenance and stabilization of stormwater management facilities that is within the capacities of City Staff.
- The City's inspection program has a goal of inspecting 100% (20% annually) of the City's stormwater infrastructure within the five-year MS4 permit cycle.

4.1 Emergency Maintenance / Failure to Maintain

Per Section 16-36 of the City's Stormwater Utility Ordinance, the Stormwater Division of the Department of Public Works may conduct emergency maintenance if the responsible party fails or refuses to maintain their stormwater management facility properly order. The City may correct a violation by performing the necessary work to place the facility in proper working condition. The City may assess the responsible party for the repair work cost, which shall be a lien on the property and may be placed on the ad valorem tax bill for such property and collected in an ordinary manner for such taxes.

5.0 Categorizing Project Request

The order of response to these projects will be determined by the category of the request. Requests for projects will be categorized as:

- Category I: Posing an immediate danger or threat to public safety,
- Category II: Poor condition: rapidly degrading to a public safety threat,
- Category III: Poor condition: no threat to public safety, or

- Category IV: Routine maintenance or cosmetic repair.

Projects in Category I will receive priority.

City Public Works staff will review project requests and will perform the initial project categorization. Public Works staff will periodically monitor the conditions at the project location, prior to repair/maintenance, and will modify the categorization when needed.



MEMO

To: Honorable Mayor and City Council Members
From: Ishri Sankar, PE
CC: Tami Hanlin, City Manager
Date: November 27, 2023
RE: Memo for Questions and Answers Regarding Text Amendment Ordinance for Traffic Calming (CH 38)

Description for on the Agenda:

A summary of questions asked by City Council on 11/13/2023 during the discussion of the Text Amendment Ordinance for Traffic Calming (CH38).

Background:

On November 13, 2023, Tucker's Public Works Staff presented the first read for Text Amendment Ordinance for Traffic Calming (CH 38). During this presentation, the City Council had several questions. Many of these questions have been answered during the first read discussion; however, some were not or needed further consideration. A summary of questions and attached supporting documentation is included with this memo and agenda packet.

Summary:

Please review the attached questions and answers document and ask any additional or follow up questions.



City of Tucker

DEPARTMENT OF PUBLIC WORKS

November 21, 2023

RE: Traffic Calming First Read (11/13/2023) – Council Questions and Answers

Mayor and Council,

In response to the questions and concerns expressed by Tuckers Mayor and City Council during the first read of the proposed Traffic Calming Policy; please find follow up responses below:

Q: Councilmember Weaver asks, "...you talked psychological notifications. Where do things like signage and trees and those sorts of things fall in? Or is this kind of like the suite of things we need?"

A: The items depicted on the slide presentation are just a handful of items that are commonly used. These are by no means the complete list of items. Psychological items include striping lines, trees, and other non-physical items that help depict a narrower vehicular path. Within any and all traffic calming districts, signs are placed to notify drivers of the use of these traffic calming devices. The appropriate traffic calming device is selected based on best practices and engineering judgement.

Q: Councilmember Weaver asks, "Can you speak a little on how this is going to impact neighborhoods that already have traffic calming?"

A: This does not impact existing traffic calming neighborhoods/districts. This process will only be utilized to establish new districts.

Q: Councilmember Weaver asks, "At the 10-year mark, what happens? Do they need to reapply to stay in the district?"

A: The 10-year mark is the time at which a district may elect to remove the traffic calming devices and dissolve the special taxing district. If there is not an appeal to remove the traffic calming, then it continues to be maintained by the City with the special taxing district in place.

Q: Councilmember Schroeder asks, "Small budget? How do we balance, identify, and prioritize districts? How are streets identified, first come first serve, to be fair, other ways or prioritizing?"



City of Tucker

A: As explained by the City Attorney, there are options on how the council would like to structure the availability of funds to complete these studies and construct the traffic calming devices. It is the recommendation of staff for the City to allocate funding for the necessary planning, development and construction of traffic calming devices in its budget. These funds would be available based on a “first come first serve” basis. The maintenance of these traffic calming devices will be funded by the annual \$25/property fee assess by the traffic calming district.

Q: Councilmember Lerner mentions, “...these devices are not a magic pill...:

A: This is true. Traffic calming devices are intended to deter irresponsible driving, but there are cases and times where drivers will still disregard these and continue to break laws. Care and caution should always be taken when in or around moving vehicles.

Q: Councilmember Lerner cautions, “Your pictures are very beautiful, you’ve got the little roundabout with the plantings and all of that...there are areas where we have planted things to look nice and they are starting not to look nice. So, we need to be very cautious on how much we say the plants are great....We need to be very careful and not over promise beautiful plantings and aesthetics you have in your presentation because that going to be a lot of money out of our budget to maintain it.”

A: Plantings and beautification are typically coordinated and completed by the neighborhoods. The department would not allow landscaping to create sight distance issues or impede the travel path of vehicles. If maintenance becomes an issue, the department will remove the landscaping and replace it with concrete to eliminate the need for substantial maintenance.

Q: Councilmember Rece asks, “Speed tables - residents have asked about the potential of speed tables in their community. They may be in the middle of the neighborhood so residents want two streets, what is the impacted area specifically when you have a community coming to you for clarity?”

A: The affected area is defined in the policy as,

“a geographic portion of a neighborhood consisting of all property owners whose quality of life as a resident in the neighborhood, and not necessarily as a traveler through the neighborhood, is being directly impacted by the cut-through or speeding traffic problem being addressed. The affected area will include all lots from which residents must traverse the traffic calming measure. The affected area will also include all lots from which residents may have an alternate route without traffic calming measures but whose lots have driveways



City of Tucker

that access the segment of the residential subdivision street for which traffic calming measures are sought.”

Please refer to [Exhibit A](#) attached for an example of the affected area map.

Q: Councilmember Weaver asks, “existing speed tables and districts, what are the maintenance plans for those?”

A: Existing traffic calming districts are currently paying an annual fee of \$25/property. These districts will remain unaffected. Maintenance will be completed using this fee and completed when the streets are repaved.

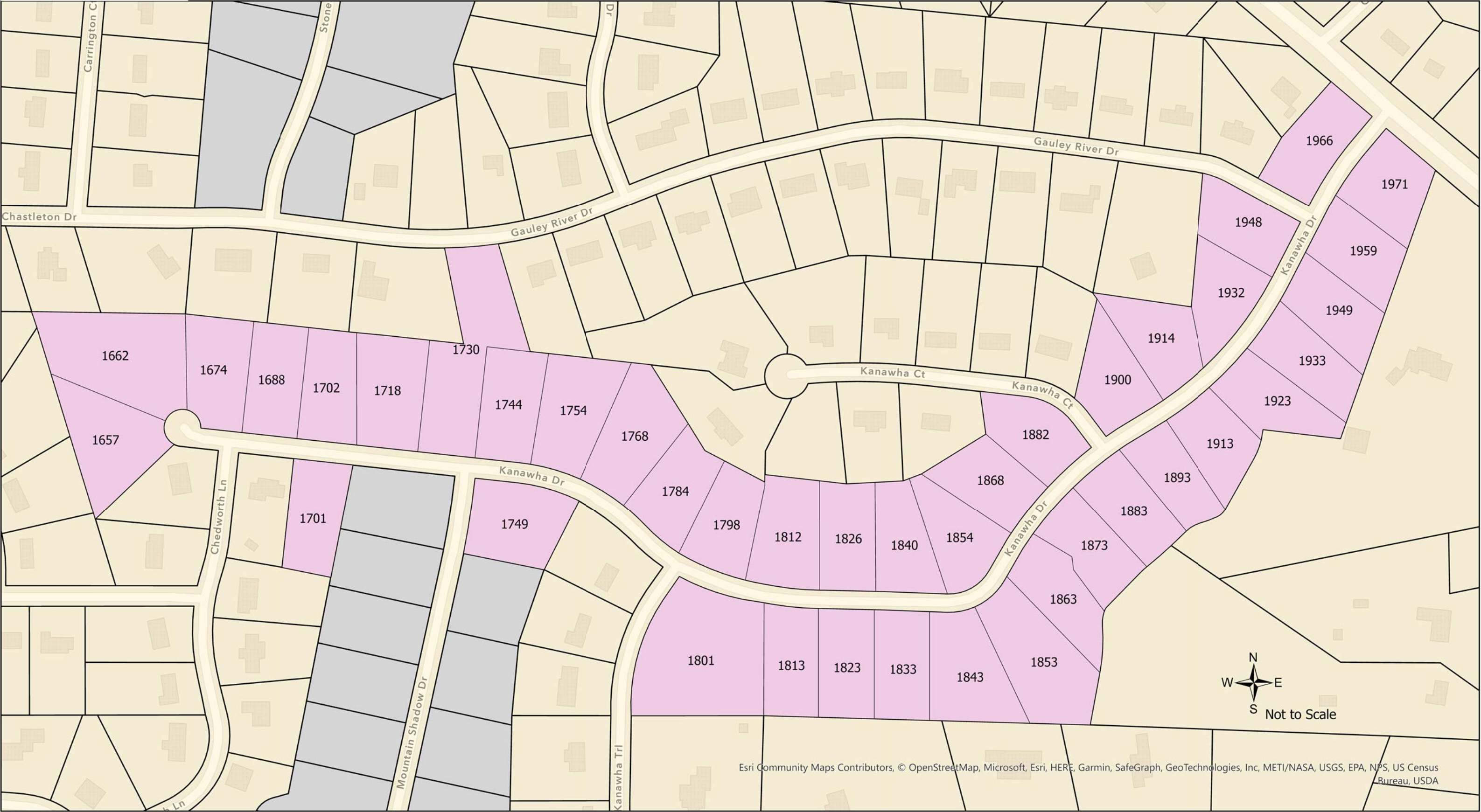
Q: Councilmember Weaver asks, “What are we planning to do on the communications side to discuss other options and alternatives while developing a plan for a neighborhood?”

A: Specific devices will be discussed during the neighborhood meeting(s). Every situation is different, but the department is interested in installing devices that are both appealing to the residents of the street and effective at reducing vehicular speeds. Ultimately, engineering judgement will decide whether one specific device is a better option versus another.

Q: Councilmember Weaver asks, “...resident vs homeowners vs property owners/renters, explore equity issues further; Do property owners get to make decisions on behalf of renters?”

A: At the creation of the special tax district, the property owner must approve the tax district and as such, it's most efficient to include these property owners in the initial petition process. There is little benefit to completing a speed study and developing a plan at the request of a renter if the property owner is not going to approve and accept the special tax district. As such, staff recommends property owners be involved from the onset of the discussion.

Kanawha Drive - Parcel Map





CITY OF TUCKER
PUBLIC WORKS DEPARTMENT

TRAFFIC CALMING POLICY

Revised: August 2023



I. Introduction

Because of increased congestion on the City's arterial and collector road network, combined with driver's desires to find shorter travel routes, drivers frequently seek alternate travel routes. Frequently, the routes include the City's local and residential subdivision streets. Many of these streets have experienced increases in volume and speeding that has diminished the quality of life and the safety of residents, pedestrians, bicyclist, and other motorists.

Traffic Calming as defined by the Institute of Transportation Engineers (ITE), is the use of physical and psychological devices "to reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users." The use of Traffic Calming techniques may return the quality of life and safety in a neighborhood by alerting drivers to share the road, drive with more care, drive more slowly, and, in some cases, divert to more appropriate routes.

While each neighborhood and each situation may be somewhat unique, a systematic approach is taken by the Traffic Calming Program. Thus, the same definitions and criteria, as outlined in this policy, are applied in all cases. As a part of that approach, the transportation system of the City needs to be considered as a whole. Solving a problem on one neighborhood or street should not cause another problem to appear somewhere else.

II. Minimum Requirements

In order for the installation of Traffic Calming Measures to be considered, the following criteria must be met:

1. Only local residential subdivision streets with a speed limit of 30 mph or less are eligible for the Traffic Calming Program.
2. Streets classified as Arterial, Collector, and/or Thoroughfare are not eligible for Traffic Calming.
3. The 85th percentile speed as measured by a speed study must be 11 mph greater than the posted speed limit of the street for residential subdivision streets with a measured two-way, 24-hour traffic volume less than 1,000 vehicles per day. On residential subdivision streets with volumes above this threshold, the 85th percentile speed must be 9 mph greater than the posted speed.
4. The traffic study must show that the Traffic Calming techniques will not divert traffic on to other residential subdivision streets in the study area.
5. Impacts to emergency vehicle response times must be considered and minimized.
6. Pedestrian and Bicycle access must be preserved
7. The neighborhood Traffic Calming plan shall be designed using sound planning practices and engineering judgment.



III. Definitions

For purposes of this Policy, certain terms and words are defined. Where words have not been defined, but are defined in a subsequent section of this Policy, those words shall have the meaning as defined therein. The following words, terms and phrases when used in this Policy shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AASHTO means the American Association of State Highway and Transportation Officials.

Affected area means a geographic portion of a neighborhood consisting of all property owners whose quality of life as a resident in the neighborhood, and not necessarily as a traveler through the neighborhood, is being directly impacted by the cut-through or speeding traffic problem being addressed. The affected area will include all lots from which residents must traverse the traffic calming measure. The affected area will also include all lots from which residents may have an alternate route without traffic calming measures but whose lots have driveways that access the segment of the residential subdivision street for which traffic calming measures are sought.

Department means the City of Tucker's Public Works Department.

Eligible Petitioner means the person whose name is recorded as the owner or co-owner of real property in the tax records maintained by the DeKalb County's Tax Commissioner and Board of Tax Assessors for the address listed on the petition within the affected area or an alternate individual who is legally authorized to act as an agent for the individual, trust, or organization listed as the owner or co-owner.

Neighborhood Coordinator is an eligible petitioner who has initiated a request for traffic calming measures and/or has assumed a primary role in circulating the subsequent traffic-calming petition and undertakes to serve as the City's sole contact with respect to the progress of any subsequent traffic study and traffic-calming petition.

ITE means the Institute of Transportation Engineers.

MUTCD means the Manual on Uniform Traffic Control Devices.

Owner of Real Property means homeowners or other real property owners as indicated in the tax records maintained by the DeKalb County Tax Commissioner and Board of Tax Assessors.

Local Residential Subdivision Street means a street within a platted residential subdivision.

Traffic-calming measures means those methods and processes, prescribed by "AASHTO" or other nationally recognized organizations, that the City may use to reduce aggressive driving behavior that impairs the quality of life of its citizens in any neighborhood in which the posted speed limit is no greater than thirty (30) miles per hour. Such measures include, but are not limited to, speed humps, bicycle lanes, center traffic islands, splitter islands, and striping and turn restriction lanes.



Traffic study means the process by which data pertinent to the flow, rate of speed and density of traffic, collected over a defined period of time, is measured and analyzed to determine its impact on the safety of citizens within a neighborhood or affected area.

IV. Traffic Calming Process

1. A Homeowners' Association, neighborhood group, or individual can request a Traffic Calming Project for their neighborhood or street. The Public Works Department will discuss with them the:
 - Application Process
 - Responsibilities of the Neighborhood Coordinator
 - Traffic Study Process
 - Petition Requirements
 - Financial Participation
 - Potential Passive Traffic Calming Solutions
2. Upon establishment of the Neighborhood Coordinator, the Department of Public Works will define the affected area and provide a list of owner names and addresses to the Neighborhood Coordinator.
3. To establish initial interest from the neighborhood, the Neighborhood Coordinator must submit an Initial Petition Form with signatures showing support for a Traffic Calming project from a minimum of 50% of the property owners within the affected area. (See Appendix B for example petition forms.)
4. The Public Works Department will then conduct appropriate studies to determine the existence and extent of the problem.
 - If the results of the study indicate that the minimum requirements established in Section II of this document are not met, the neighborhood coordinator will be informed in writing. The neighborhood may not submit future requests for a minimum of 2-years.
 - If the results of the study indicate that the street meets the minimum requirements of Section II, Public Works staff will develop recommendations, including suggested passive and active traffic calming measures.
5. For qualifying streets Public Works staff will schedule a neighborhood meeting and invite the households within the affected area to discuss study findings, suggested passive and active measures, definition of the affected area, anticipated costs, and the petition process.
6. Public Works will prepare a preliminary design of the proposed traffic calming measures and provide it to the neighborhood coordinator for distribution. A petition deadline date will be established 90 calendar days from the date of distribution and communicated to the neighborhood coordinator.
7. To show awareness and support for the proposed traffic calming plan, the neighborhood coordinator must submit a petition to Public Works with signatures of 75% of the property owners within the affected area approving the proposed plan. If the neighborhood cannot obtain

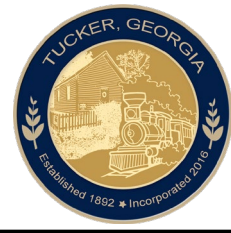


75% support, the neighborhood may not submit future requests for a minimum of 2-years from the initial petition date.

8. Public Works shall verify the signatures on the petition and, once verified, will develop a final project design and cost, based on the suggested passive and active measures.
9. Final design and cost for any active measures will be presented to the Mayor and City Council for funding and approval.
10. The City will fund 100% of the cost-necessary for construction of any active traffic calming measures. Funding will be allocated to neighborhoods in the order that their petition is approved by the City Council. Any neighborhoods that are approved for the construction of active traffic calming measures after the current budget has been expended will be funded out of future year's budgets.
11. Passive measures and/or any needed modifications or temporary measures may be implemented and studies for effectiveness before active measures are installed.
12. Upon City Council approval and the allocation of funds in the City budget, the traffic calming project will be implemented at the direction of the Public Works Department.
13. Each property in the affected area will be assessed a \$25 fee per year on their property tax bill for maintenance of the Traffic Calming Devices, beginning the year after the devices are installed. Annually the Public Works Department will compare the annual revenue generated by the fee to the replacement cost of the traffic calming measures and recommend adjustment recommendations to the city council if costs increase beyond the revenue generated.
14. Within 6 months of project installation, Public Works staff will conduct follow-up studies to measure project effectiveness.
15. In the case of resurfacing, most existing traffic calming devices will need to be removed in order for resurfacing to take place. However, existing traffic calming devices will be considered as "grandfathered" and will be replaced following completion of the resurfacing project. No additional neighborhood funding or petitions will be required.

IV. Removal of Traffic Calming Devices

If the neighborhood decides that they no longer want previously installed traffic calming devices, they must follow the same procedure to obtain 75% support by petition as listed above for installation. Active traffic calming devices should remain in place at least 12 months before removal. If devices are removed, the road must also be brought back to City standards. The City of Tucker reserves the right to remove speed humps for any reason.



APPENDIX A – EXAMPLE TRAFFIC CALMING MEASURES



Appendix A – Example Traffic Calming Measures

Passive Measures

The primary use of passive measures is to reduce the speed of traffic while raising awareness of the traffic problems on residential subdivision streets. These methods are less costly than active devices, as they do not affect the geometry of the roadway or require extensive construction. Passive traffic calming measures include radar signs, re-striping, and installing signs.

General advantages of passive traffic calming measures:

- Pose no restrictions for bicycles or pedestrian traffic
- Does not affect intersection capacity or operation
- Cheaper than active traffic calming devices
- Raise awareness of drivers to speeding problems
- No impacts to transit or emergency services
- Can be done regardless of the grade of the road

General disadvantages of passive traffic calming measures:

- Not necessarily enforceable
- Not always effective over time

Radar Signs

Description

Radar signs may include short-term deployment of the DeKalb Police radar trailer or long-term installation of a radar sign capable of measuring vehicle speed and graphically displaying the speed of the motorist.

Primary Purpose

Reduce vehicle speeds by raising the awareness of the driver to their speed

Advantages

- Possible speed reduction at the radar location
- Opportunity to collect volume and speed data, dependant upon equipment

Disadvantages

- Not an enforcement tool
- Minimal effectiveness on reducing traffic speeds over time except under certain conditions
- Fixed locations require regular maintenance



Other Considerations

Based on before and after studies conducted by the city, fixed radar signs appear to have little effect on speeds over time except when located on straight, downhill sections of certain roadways. Future installation of fixed radar signs should only be considered under the following conditions:

- When the posted speed limit is not less than 35 mph, and the 85th percentile speed is greater than 8 mph over the posted speed, AND
- Where the roadway is straight for over 1,000 feet and on a downhill grade of over 3%.

Based on these conditions permanent radar sign installation will be limited to arterial and collector roads. Upon request, locations will be considered based on an engineering review by Public Works and funding availability.

Narrowing lanes

Description

Striping is used to narrow travel lanes to 10-foot or 11-foot widths.

Primary Purpose

Reduce vehicle speed by creating the perception of a narrower road. Generally, speeds are lower in 10-foot wide lanes than in 12-foot wide lanes.

Advantages

- Re-striping can include bike lanes. This reduces the vehicular lane width while also providing a safe place for bikes to travel. Striping to include bike lanes also reduces the potential for driver to drive outside the lane.
- Striping is easily modified

Disadvantages

- Citizens do not always perceive striping to be an effective traffic calming technique

Other Considerations

Truck and bus traffic should be considered when determining the appropriate lane width.

Signs and Signals

Advisory and regulatory signs and signals can assist with many problems addressed by traffic calming. Installation of any signs and signals should conform to the standards set forth in the *Manual on Uniform Traffic Control Devices (MUTCD)*, as established by the Federal Highway Administration



Turn Movement Prohibition

Description

Particular turning movements are prohibited by the installation of enforceable signage at an intersection. These signs can be installed to restrict certain turning movements altogether or just for certain hours (usually the peak traffic hours).

Primary Purpose

Helps to prevent excessive volumes on residential subdivision streets during peak hours

Advantages

- Enforceable manner of preventing cut through traffic

Disadvantages

- Turn movement prohibition applies to everyone – including residents
- Can further restrict traffic flow in already congested areas

Other Considerations

When restricting turn movement, special care should be given to considering the overall local system to prevent moving the problem to another location.

One Way Treatment

Description

One-way treatment involves having streets or roadways upon which vehicular traffic is allowed to travel in one direction only.

Primary Purpose

Increase the safety of a roadway by reducing the number of conflicting movements. One-way treatment is not a traffic calming method, but can be used to manage traffic flow in an area.

Advantages

- Increases the safety of the roadway by reducing the number of conflicting movements
- One way treatment of a roadway is enforceable

Disadvantages

- Changing a street from a two-way operation to a one-way operation takes a lengthy implementation process
- Changing a street from a two-way operation to a one-way operation may impact emergency services or transit systems



- Changing a street from a two-way operation to a one-way operation requires the consideration of the impact on the local system. Steps should be taken to ensure that making a roadway one way will not move the problem elsewhere or create new problems.
- Works best in a roadway network comprised of parallel roads

Other Considerations

Emergency services and transit routes should be considered when changing from two-way operation to one-way operation. Their opinions will be solicited and weighed appropriately.

On-street Parking

Description

On street parking provides designated parking spots on the sides of roadways.

Primary Purpose

On-street spaces provide both additional parking and traffic calming benefits. Drivers tend to travel more slowly when driving past a lane of parked cars due to a reduction in the perceived travel way.

Advantages

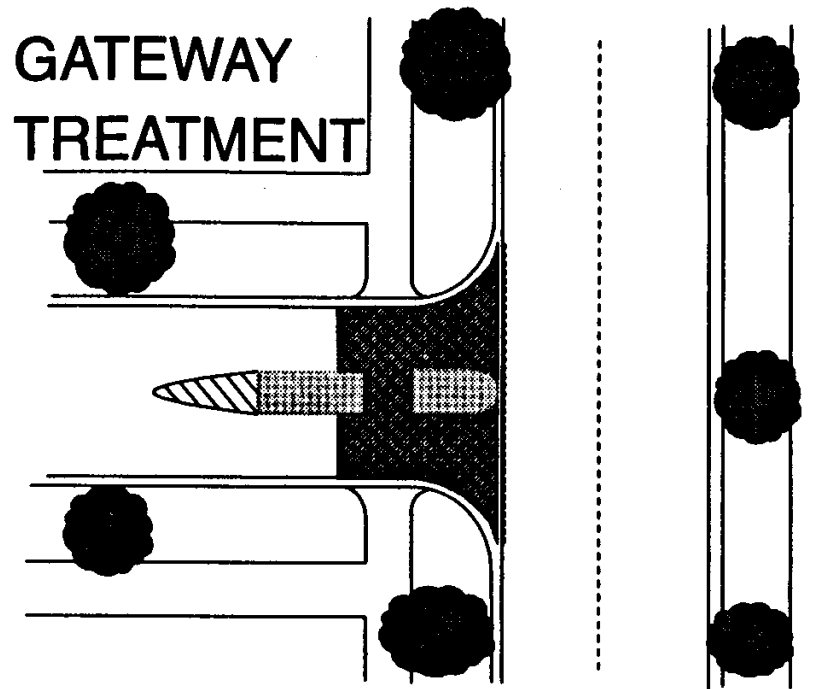
- May reduce the speeds of the passing traffic
- Increase pedestrian safety – on-street parking provides a greater buffer between the sidewalk and the traveling vehicular lanes

Disadvantages

- Common perception that on-street parking is not aesthetically pleasing
- Possible difficulty seeing pedestrians crossing at mid-block locations

Other Considerations

Parking spaces should be prohibited at least 100' from an intersection and at least 10' on both sides of a fire hydrant.



Gateway and Pavement Treatments

Description

Gateway treatments are decorative entrances indicating transition from one area to another. Pavement treatments involve decorative pavement in the form of different colors and textures.

Primary Purpose

Visually alert the driver that they are entering a new area, such as a residential area from an arterial road. Gateway treatments can include signs, decorative walls, arches, pillars, hedgerows, etc. Pavement treatments can include colored concrete, stamped concrete, or bricks.

Advantages

- Versatile and easily individualized for each specific neighborhood
- Aesthetically pleasing
- Easy to implement with active traffic calming devices

Disadvantages

- Limited utility in speed reduction

Other Considerations



Gateway treatments should not obscure proper sight distance, therefore making the intersection less safe. Structures are not permitted in the public right-of-way.

Increased Patrolling and Target Enforcement

Description

Police can intensify coverage for an area of concern, most commonly to enforce speed limits and stop signs.

Primary Purpose

Increase the awareness of the traveling public of law enforcement and to encourage them to obey traffic laws.

Advantages

- Citizens perceive as achieving results
- Decrease in traffic violations in the general area

Disadvantages

- Police generally do not have the staff to regularly patrol most residential areas
- Time that police officers spend patrolling for traffic violators is not directly spent in reducing violent crime
- Many residential subdivision streets have insufficient geometric alignment for radar enforcement
- Increasing patrols and enforcement only reduces speeds in the general area during the period of intensified attention. Once the intensity subsides, the traffic violators typically return to their previous habits.
- Enforcement applies to all residents in violation

Other Considerations

If heavy truck traffic is an issue, citizens can request that the road be added to the truck route prohibition list.

Neighborhood Safety and Awareness Program (Neighborhood Watch)

Description

Teach techniques motorists, pedestrians, and parents can use to help address speeding issues, and increase awareness of their driving habits. Unique programs can be developed for specific cases, such as crime awareness or parking enforcement.



Primary Purpose

Increase the awareness and activity of the neighborhood. Frequently, it is members of the neighborhood who are the most flagrantly violating traffic ordinances (i.e. stops signs or the speed limit).

Advantages

- Involves the neighborhood actively and regularly in the solution
- Easily combines with other traffic calming techniques

Disadvantages

- Citizens do not always perceive neighborhood watch programs as effective traffic calming techniques
- Program effectiveness is proportional to neighborhood involvement

Right-of-Way Clearing

Description

Clearing of brush or other objects in the right-of-way that obscure signs or sight distance either along roadways or at intersections can improve safety.

Primary Purpose

Maintain minimum sight distances along roadway. Sight distances over a certain length may increase the speed of a roadway, but sight distances below the minimum adversely affect safety. Clearing the right-of-way does not assist in traffic calming, but does assist in improving safety.

Advantages

- Potential quick turn-around on a request for the clearing of the right-of-way
- City program is already in place to trim trees and clear the right-of-way
- Improve safety of intersections and roadways by providing ample view of signs and improving sight distances

Other Considerations

The City of Tucker encourages homeowners to keep the right of ways clear from vegetation or improvements that may affect public safety. Right of way clearing performed by City work crews may be done without regard for existing landscaping or vegetation.



Active Measures

The primary purposes of active traffic calming devices are to reduce the speed of traffic, improve bike and pedestrian safety, and raise awareness of traffic problems along a residential subdivision street. These methods are more expensive than passive devices because they often affect the geometry of the roadway, which requires extensive construction and maintenance. Active traffic calming devices include speed humps, traffic circles, and splitters.

General advantages of active traffic calming devices

- Effective at solving specific traffic issues, especially speeding
- Raises awareness of drivers to speeding problems

General disadvantages of active traffic calming devices

- May pose restrictions for bicycle traffic
- May negatively impact transit or emergency services
- Higher cost than passive traffic calming measures

Standard Speed Humps

Description

The standard speed hump is a 22-foot long, four to six inch high, and constructed of asphalt or concrete, extending the entire width of the roadway which causes vertical displacement of the vehicle. The hump consists of two 6 foot long ramps flanking a 10 foot flat section. Humps can be colored and/or textured to add aesthetic appeal.

Primary Purpose

Reduce vehicle speeds by providing vertical displacement of the vehicle that result in a jolt if the vehicle's speed is too high.

Advantages

- Reduces vehicle speeds – encouraging 25 mph vehicle speeds
- Pose no restrictions for bicycles
- Do not affect intersection capacity or operation

Disadvantages

- Potentially increase traffic noise from braking and acceleration of vehicles, particularly buses and trucks

Transit Service Impacts

22-foot speed humps create a minor impact to transit scheduling.

Emergency Services Impacts



When speed hump designs are selected for any street, one should consider whether it is used as a primary response route. Minor impacts to response time may occur.

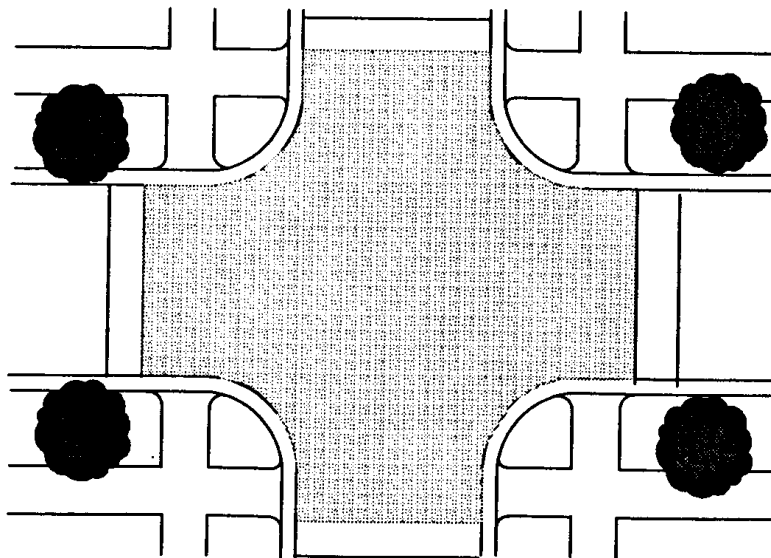
Other Considerations

Speed humps should not be considered on grades of eight percent or greater.

For streets that qualify under the lower speed threshold due to higher traffic volume, active measures other than speed humps should be considered.

Intersection Humps

Intersection Hump



Description

Similar to the speed hump, the intersection hump slopes are all straight lines and are typically constructed out of concrete with a surface treatment or patterning. The top of the intersection hump is flat, and the one pictured above extends beyond the boundary of the intersection providing a spot close to the curb for pedestrians to safely cross.

Primary Purpose

Reduce vehicle speeds at intersections by providing vertical displacement of the vehicle that results in a jolt if the vehicle's speed is too high. They may also provide a place for pedestrians to safely navigate the intersection. At an intersection where an all-way stop is unwarranted, an intersection hump forces motorists to navigate the intersection more slowly, making them more likely to yield the right-of-way to other motorists and pedestrians.

Advantages

- Reduce vehicle speeds – encourage 25 mph vehicle speeds
- Pose no restrictions for bicycles



- Increase pedestrian safety by providing a distinct location for drivers to yield right-of-way
- Increase intersection safety by providing a distinct location for drivers to yield right-of-way to other legs of the intersection

Disadvantages

- Potentially increase traffic noise from braking and acceleration of vehicles particularly buses and trucks

Transit Service Impacts

Intersection humps do not significantly impede transit services.

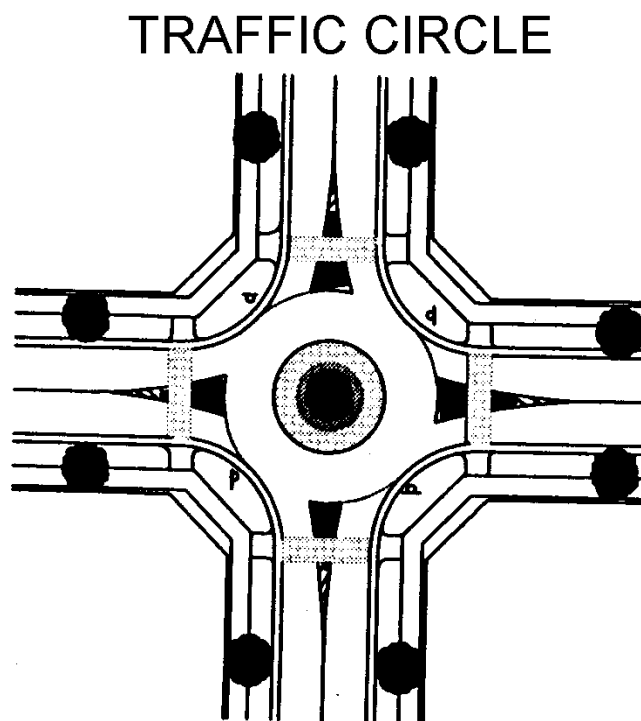
Emergency Services Impacts

When intersection hump designs are selected for any street, one should consider whether it is used as a primary response route. Intersection humps may cause difficulty with the turning radii of large vehicles.

Other Considerations

Intersection humps should not be considered on grades of eight percent or greater. Intersection hump may also pose challenges with surface water management.

Neighborhood Traffic Circles (Mini Roundabouts)





Description

Traffic circles or roundabouts consist of a landscaped island in the center of the intersection with appropriate signage and marking. A driver enters a traffic circle by turning right, after yielding to any traffic coming from the left. All turns from a roadway intersection that has a traffic circle are right in, right-out.

Advantages

- Increase operational safety by reducing the number of conflicting movements
- Reduce speeds in the intersection
- Cannot be ignored like an intersection controlled by stop signs
- May improve intersection capacity and operation
- Accommodates intersections with a wide range of access points (i.e. three to five way intersections) and can include driveways in the intersection

Disadvantages

- Provides a potential obstruction for collision
- Maintenance costs increase over all-way stop due to increased landscaping and/or pavement

Transit Service Impacts

Traffic circles can be designed such that buses can navigate left turns by going the wrong way through a traffic circle. On roads with high average daily traffic that would make such maneuvers infeasible, traffic circles should be designed large enough for buses to navigate.

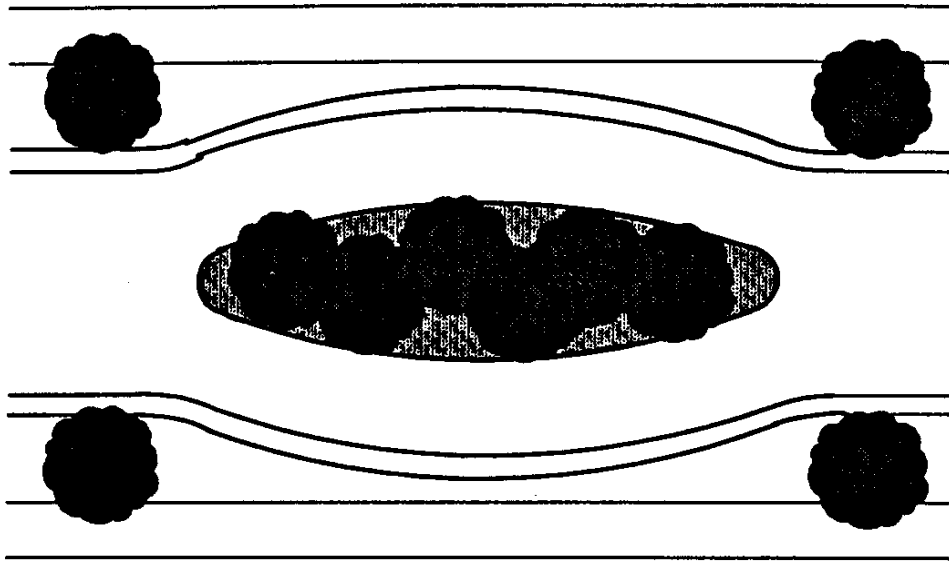
Emergency Services Impacts

Traffic circles can be designed such that emergency service vehicles can navigate left turns by going the wrong way through a traffic circle. On roads with high average daily traffic that would make such maneuvers infeasible, traffic circles should be designed large enough for emergency service vehicles to navigate.



Splitters (short median)

SPLITTER



Description

Splitter islands divert traffic laterally, often narrowing the roadway, while providing one-way flow for short intervals. Splitters are frequently landscaped for aesthetic appeal.

Primary Purpose

Reduce though traffic speeds.

Advantages

- Reduce speeds on roadways through lateral deflection and roadway narrowing
- Provide areas for landscaping and improving the aesthetic value of the neighborhood
- Provide locations for safer mid-block pedestrian crossings
- Allowable on grades of eight percent or higher

Disadvantages

- Create obstructions for potential collision
- Maintenance costs increase due to increased landscaping and/or pavement

Transit Service Impacts

There is no significant impact to transit services.

Emergency Services Impacts



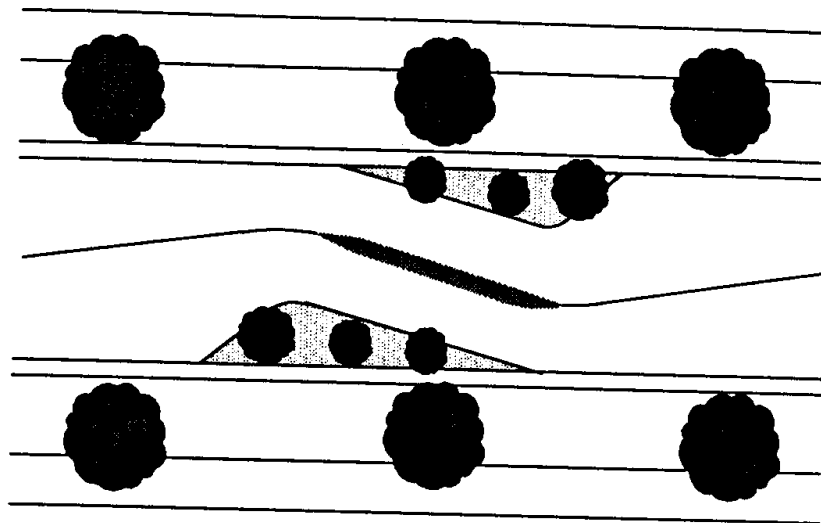
There is no significant impact to emergency services.

Other Considerations

- Driveways with access directly to the splitter are not allowable. If there is hardship in the placement of splitters due to driveway locations, chicanes could be considered instead.
- Installation of a splitter island requires modifying the adjacent property. While this work can usually be done within the right of way, it impacts perceived property.
- Visibility of the device should be optimized through the use of raised pavement markers, striping, and signs.

Chicanes (deflectors)

CHICANES



Description

Chicanes change the physical characteristics of a roadway section from an existing straight alignment to a series of horizontal curves, causing horizontal displacement of the vehicle.

Primary Purpose

Reduce vehicle speeds by providing horizontal deflection and a narrowed vehicle travel path, as well as potentially reducing sight distance that is too great for desired speed

Advantages

- Reduce vehicle speeds with less impact on emergency service vehicles
- Pose no restrictions for bicycle
- Allowable on grades of eight percent or higher



Disadvantages

- Existing driveways can limit placement
- Create obstructions for potential collision
- Maintenance costs increase due to increased landscaping and pavement
- May pose challenges with surface water management

Transit Service Impacts

There is no significant impact to transit services.

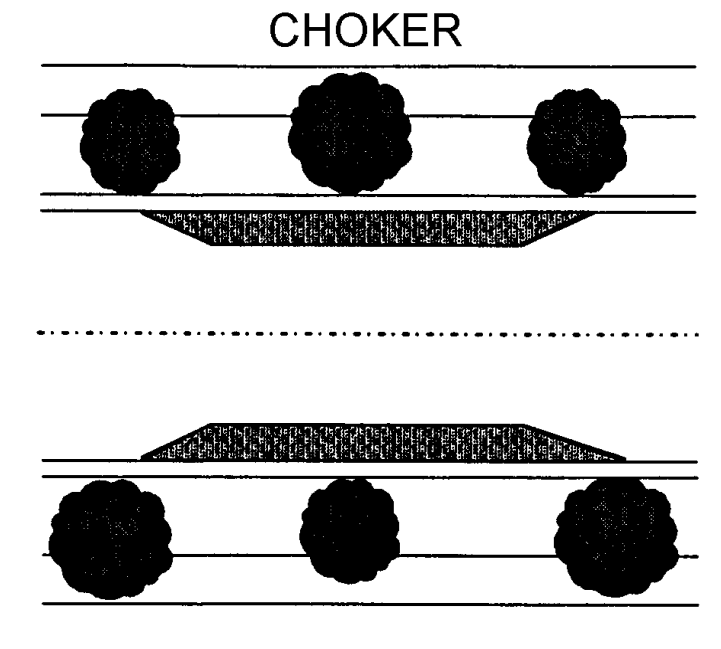
Emergency Services Impacts

There is no significant impact to emergency services.

Other Considerations

Visibility of the device should be optimized through the use of raised pavement markers, striping, and signs.

Chokers (neck-downs)



Description

Chokers narrow a street at an intersection or mid-block by construction of a wider sidewalk, landscape strip, or gateway treatment. Alternatively, lanes can be reduced to 10' by moving the curb lines.



Primary Purpose

Reduce vehicle speeds by providing horizontal deflection and a narrowed vehicle travel path, as well as potentially reducing sight distance that is too great for desired speed.

Advantages

- Reduce vehicle speeds with less impact on emergency service vehicles
- Provide shorter pedestrian crossing distances and better motorist-pedestrian visibility
- Discourage truck traffic
- Allowable on grades of eight percent or higher

Disadvantages

- Existing driveways can limit placement
- Create obstruction for potential collision
- Potentially impede bicycle safety and mobility
- Maintenance costs increase due to increased landscaping and pavement
- May pose challenges with surface water management
- May result in the loss of curbside parking

Transit Service Impacts

There is no significant impact to transit services.

Emergency Services Impacts

There is no significant impact to emergency services.

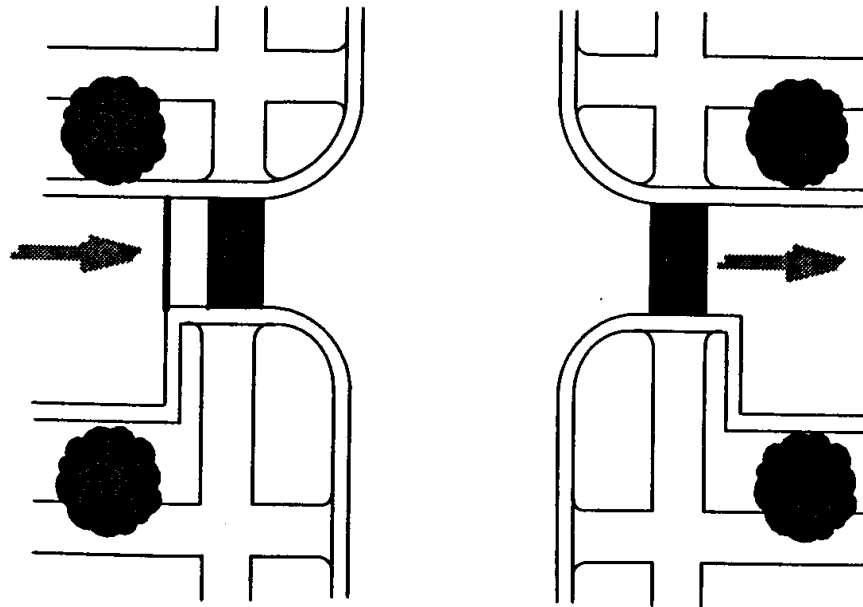
Other Considerations

Visibility of the device should be optimized through the use of raised pavement markers, striping, and signs



Exit-only/one way entry treatment

ONE-WAY ENTRY AND EXIT



Description

Similar to a choker, this treatment restricts the intersection such that either entry or exit movements are allowed, but not both.

Primary Purpose

More effectively manage traffic patterns within a neighborhood.

Advantages

- Reduce the number of conflicting movements in that intersection
- Reduce the need for future installation of traffic signals
- Restrict vehicular access while retaining bicycle and pedestrian access
- Provide safer areas for pedestrians to cross the intersection
- Do not create dead-end streets, making routes more direct, compared to road closures
- Reduce motorist speeds
- Alternative to a one-way street designation that allows residents within the block to continue to use the street for two-way travel

Disadvantages



- May relocate traffic to other locations where the desired movement opportunities exist
- May inconvenience local residents who may be forced to drive longer, more circuitous routes to reach their destination
- Maintenance costs increase due to increased landscaping and/or pavement
- Easy to violate because they only block half the intersection

Transit Service Impacts

To minimize the negative effect transit routes should be planned to accommodate barriers. However, they should not be placed at any location where transit service performs a relevant turning movement.

Emergency Services Impacts

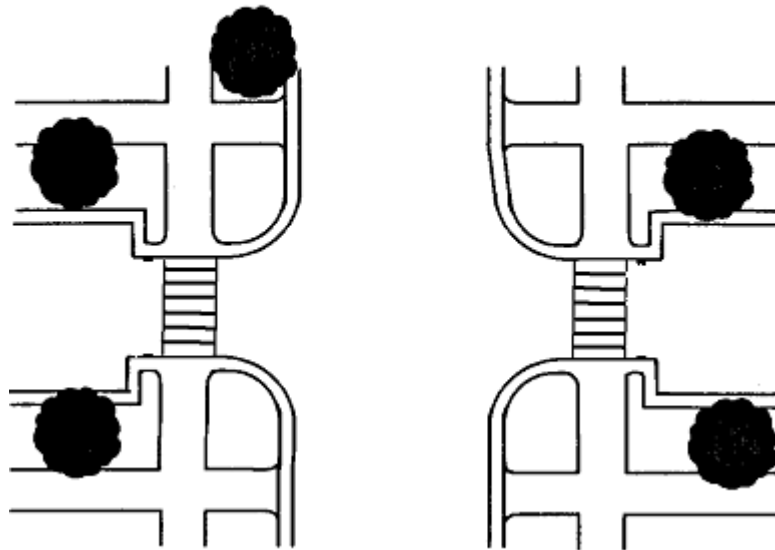
There is no significant impact to emergency services.

Other Considerations

These treatments should be planned considering the impact on overall traffic patterns in the area. Storm water drainage can be a significant consideration.

Curb extensions

CURB EXTENSIONS



Description

Curb extensions narrow the roadway to make pedestrian crossing faster and safer. They can be installed either at intersections or mid-block.



Primary Purpose

Improve pedestrian safety by reducing the street crossing distance and increasing sight distance. Curb extensions are similar to chokers (neck-downs) and chicanes, but their primary purposes differ.

Advantages

- Reduce pedestrian crossing distance and time
- Make pedestrian crossing points more visible to drivers
- Prevent vehicles from passing other vehicles that are turning at an intersection
- Provide transition from a through lane to on street parking, dependant upon road width
- Visually enhance the street through landscaping or textured treatment

Disadvantages

- May reduce the amount of on-street parking
- Makes accommodating full bicycle lanes difficult

Transit Service Impacts

Enhance service by moving the curb so riders step directly between the sidewalk and bus door.

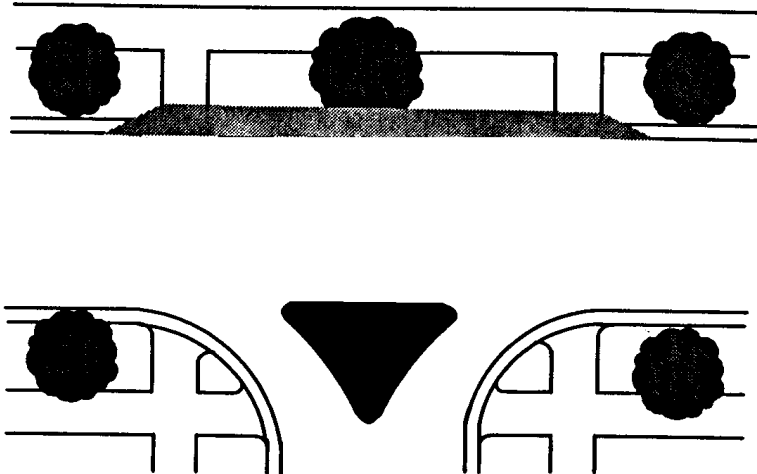
Emergency Services Impacts

There is no significant impact to emergency services.



Modified Intersections

MODIFIED INTERSECTION



Description

Barriers that restrict movement may be located at problem intersections. Pictured above is a right-in, right-out intersection that restricts all left turn movements to and from the minor road. Other possibilities include increasing or decreasing the curb radii to encourage different turning speeds at the intersection.

Primary Purpose

Control traffic flow through neighborhoods.

Advantages

- Improve safety by reducing the number of conflicting movements in that intersection
- Reduce local street volumes
- Reduce the need for future traffic control
- Restrict vehicular access while retaining bicycle and pedestrian access
- Provide safer areas for pedestrians to cross the intersection
- Reduce the speeds at intersections

Disadvantages

- May relocate traffic to other locations where turning opportunities exist
- May inconvenience local residents who are forced to drive longer, more circuitous routes to reach their destination
- Maintenance costs increase due to increased landscaping and/or pavement

Transit Service Impacts



To minimize the negative effect, transit routes should be planned to accommodate modified intersections. They should not be placed at any location where transit service performs a relevant turning movement.

Emergency Services Impacts

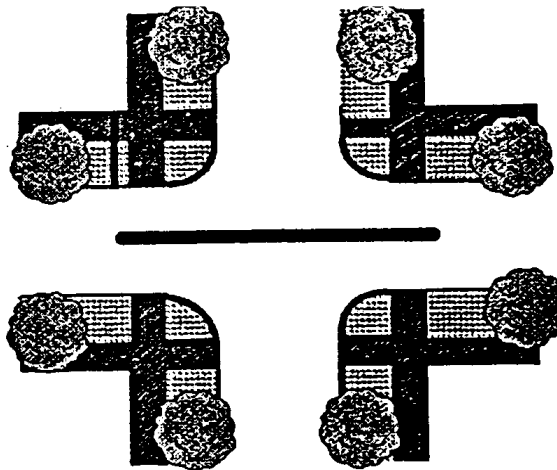
Even though these barriers would restrict turns for emergency vehicles, they can be designed and installed to provide for emergency access. If desired, the modification can be constructed with breakaway posts and striping, which would allow emergency services while strongly discouraging the target movements.

Other Considerations

Striping is easily violated.

Median Barriers

MEDIAN BARRIER



Description

Provide a physical barrier on the major street at an intersection that can effectively eliminate left turns from the major street onto the minor street as well as eliminate minor street straight-through traffic and left turn traffic across the major street. Median barriers usually consist of a concrete curbed island with a decorative landscaping and/or surface treatment.

Primary Purpose

Restrict traffic flow

Advantages

- Improve safety by reducing the number of conflicting movements in that intersection
- Reduce local street volumes
- Negate the need for future traffic signals



- Restrict vehicular access while retaining bicycle and pedestrian access
- Provide safer areas for pedestrians to cross the intersection

Disadvantages

- May relocate traffic to other locations where left-turn opportunities exist
- May inconvenience local residents who may be forced to drive longer, more circuitous routes to reach their destination
- Maintenance costs increase due to increased landscaping and/or pavement

Transit Service Impacts

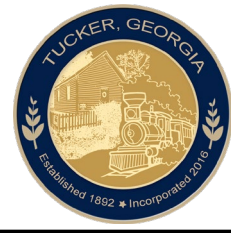
To minimize the negative effect, transit routes should be planned to accommodate median barriers. They should not be placed at any location where transit service performs a relevant turning movement.

Emergency Services Impacts

Even though median barriers would restrict turns for emergency vehicles, they can be designed and installed to provide for emergency access. If desired, the median can be constructed with breakaway posts and striping or roll back/mountable curbing, which would allow emergency services while strongly discouraging left turns.

Other Considerations

A full median with no breaks can also be used to prohibit all left turns.



APPENDIX B – SAMPLE PETITION LETTER AND FORMS



Appendix B – Sample Petition Letter and Forms

Sample petition forms follow. The petition forms include multiple signatures and could be carried around by volunteers, mailed/distributed to each household or kept in a central location. Neighborhoods have had success with multiple distribution methods, and Public Works staff is available to offer advice and suggestions.

All petitions submitted must have certain features. Most importantly, the property owner(s) must clearly indicate they are in favor of traffic calming devices on the neighborhood streets. The street address of the property should be indicated, along with printed name(s) of the owner. Please note that all listed property owners must sign the petition or a 'no' vote will be recorded for the property.

Submitted petitions should include a cover letter from the neighborhood coordinator attesting that all signatures are correct and valid to the best of their knowledge. The letter should also specify that the petition supports the type of and number of traffic calming devices proposed by Public Works as the suggested solutions.



City of
Tucker

City of Tucker
Traffic Calming Program

Date: _____

Street Name	
<input type="checkbox"/> Initial Petition <input type="checkbox"/> Final Petition	
PROPOSED TRAFFIC CALMING MEASURES:	
STREETS IN AFFECTED AREA:	
NUMBER OF LOTS IN AFFECTED AREA	
EXPIRATION DATE	
ANNUAL MAINTENANCE COST PER PROPERTY OWNER	

CITY OF TUCKER
TRAFFIC CALMING
TRAFFIC CALMING PETITION AND COVER LETTER

The objective of the City of Tucker Traffic Calming Program is to provide property owners a means of addressing speeding related problems in their communities. This petition provides that opportunity for the established affected area. The City's program provides a process by which traffic calming measures such as speed tables, bike lanes, center traffic islands, splitter islands, and striping can be implemented on public, neighborhood subdivision streets. Engineering studies must support the desired results and **75%** or more of the affected property owners must favor the installation.

THE PETITION PROCESS

To have Speed Tables or a combination of other active traffic calming measures installed in a City of Tucker neighborhood, a completed petition must be submitted to the City of Tucker Public Works. All affected owners of real property within the affected area should be contacted by the neighborhood coordinator and given an opportunity to sign this petition indicating a **yes** or **no** response to traffic calming. **ALL PROPERTY OWNERS OF RECORD MUST SIGN THE PETITION** (a **Mr. & Mrs.** signature is not acceptable; owners must sign individually). If a change in ownership has occurred, such as a change in title or death the City may require additional documentation. Signatures of rental tenants are not an acceptable substitute for the signatures of the owners of record.

Witness signatures are required to verify property owners' signatures. The determining percentage will be calculated based on individual lots where owners sign affirmatively, divided by the total number of lots in the **Affected Area**. **For subdivisions not completely built out**, a minimum of **90%** of the total units must be occupied before a petition for the installation of speed tables will be considered.

Removal of Previously Installed Traffic Calming Measures can proceed if the City is presented a petition requesting removal. At least **75%** of the property owners must vote in favor of removal. Rules governing the signing of the petition and procedure for calculating approval percentages are the same as those used in the installation approval process. Such a petition for removal will only be considered after a period of at least **one year** after installation.

Completed petitions must be signed, witnessed, and returned to this office where signatures will be verified using tax records. Petitioners will have **90 calendar days** from the date of the announced proposal to submit the petition; otherwise the proposal will be automatically rejected. Petitions meeting verification and qualification requirements will be presented to the City Council. A public hearing will be announced and the City Council will approve or disapprove all qualifying petitions at that time.

ADDITIONAL INFORMATION

The installation of traffic calming measures will not be considered final until the measures are inspected by Public Works for compliance with design specifications. Annual maintenance charges will be added to the property tax bills at the end of the year in which the measures are installed. Each platted lot in the affected area, whether developed or not, will be subject to the assessed charges. A yes or no vote can NOT be changed, removed, or altered after the petition has been received or stamped by the City.

INFORMATION CONTAINED ON THIS PETITION MAY BE SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE OPEN RECORDS LAW, O.C.G.A. CODE SECTION 50-18-70.

RETURN COMPLETED PETITIONS TO:	City of Tucker Public Works Department 1795 Lakeside Parkway, Suite 350 Tucker, GA 30384
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CITY OF TUCKER TRAFFIC CALMING INITIAL PETITION

Subdivision/Street: _____

Initial Petition Deadline: _____

The undersigned property owners understand the purpose of this petition and hereby request that a speed study be conducted to determine whether or not this neighborhood and/or street is eligible for traffic calming measures according to the criteria defined in the City's latest Traffic Calming Policy. It is further understood that additional requirements must be met prior to the establishment of a Traffic Calming District as further described in the City's Traffic Calming Policy. It is also understood that the signatures shown do not necessarily signify the support of any particular traffic calming measures that may be proposed during the Traffic Calming Process.

01. Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

02. Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

03. Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____



Subdivision/Street: _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

CITY OF TUCKER TRAFFIC CALMING FINAL PETITION

Subdivision/Street: _____

Final Petition Deadline: _____

The undersigned property owners understand the purpose of this petition and hereby accept or reject, as indicated herein, the proposed design concept for traffic calming measures. It is further understood that an acceptance of 65% or more of property owners in the affected area on this petition, indicated by the number of “Yes” votes, signifies approval for the City of Tucker to establish a Traffic Calming District and install the proposed traffic calming measures. This authorizes the City to assess annual maintenance charges to all property designated to be in the “Affected Area” upon approval by the City Council.

01. Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

02. Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

03. Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

Subdivision/Street: _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

____ Do you support traffic calming in your neighborhood/street? Yes or No (Circle One)

Owner(s) Print Name _____ Print Name _____

Street Address _____

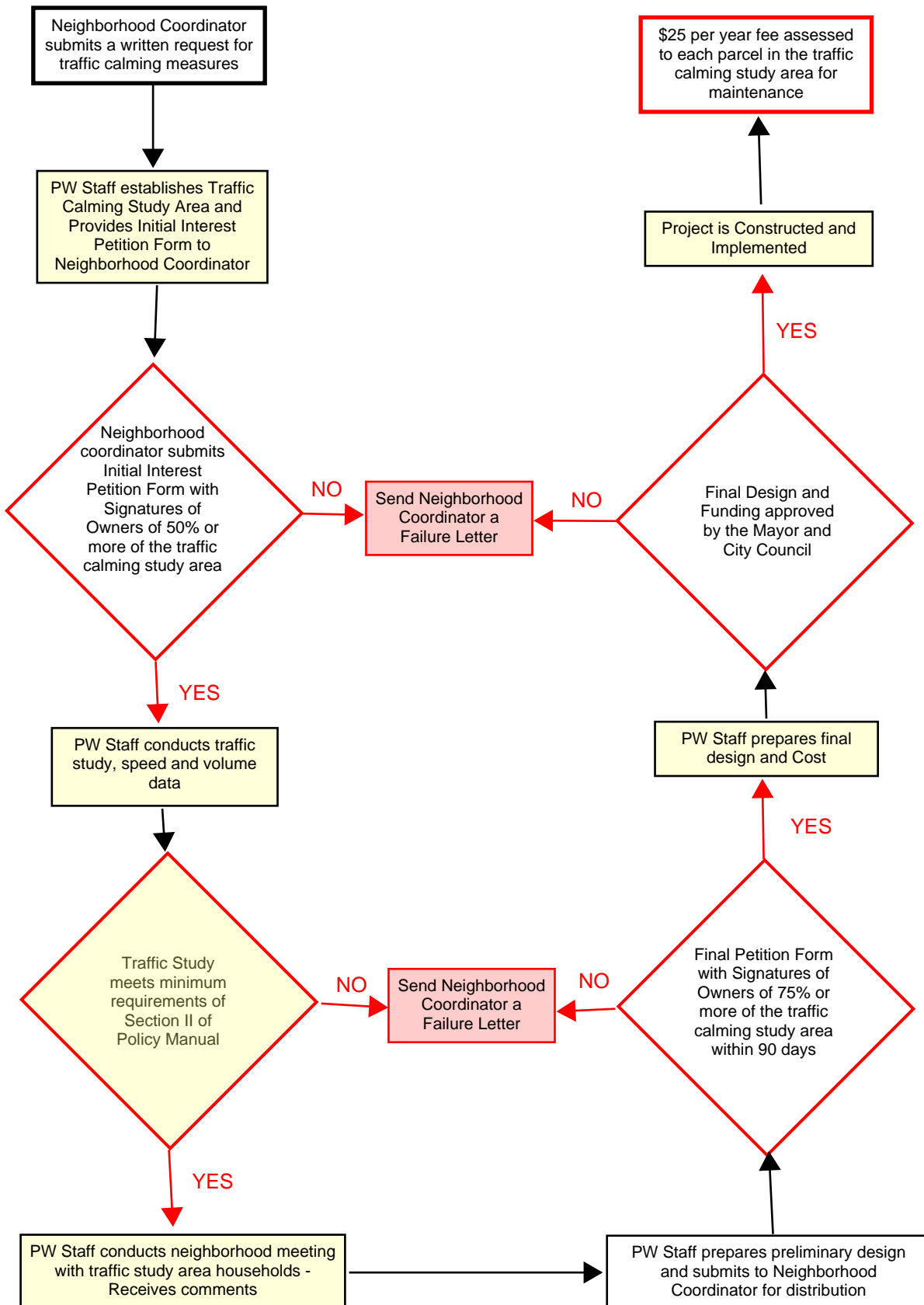
Phone Number _____ (cell) _____

Signature(s) _____

Witness _____

CITY OF TUCKER

TRAFFIC CALMING PROCESS FLOW CHART



STATE OF GEORGIA

CITY OF TUCKER

ORDINANCE O2023-

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF TUCKER, GEORGIA FOR THE PURPOSE OF AMENDING THE TUCKER CODE OF ORDINANCES TO CREATE ARTICLE IV, TRAFFIC CALMING, OF CHAPTER 38, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES; TO PROVIDE DEFINITIONS; TO PROVIDE FOR THE CREATION OF SPECIAL DISTRICTS UNDER CERTAIN CIRCUMSTANCES; TO PROVIDE FOR PROCEDURES; TO PROVIDE FOR THE CREATION OF ENTERPRISE FUNDS; TO PROVIDE FOR FEES AND BILLING RELATED TO THE FUNDING OF SAID DISTRICTS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Constitution, Article IX, Section II, Paragraph VI(c) empowers this City to create special districts for the provision of local government services within such districts; and fees, assessments, and taxes to be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, the City Council desires to create a system by which property owners on residential streets can chose to have a higher level of service related to traffic calming infrastructure; and

WHEREAS, a first and second read of this ordinance by the Mayor and Council took place on November 13, 2023 and December 11, 2023; and

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

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

SECTION ONE

The Code of Ordinances of the City of Tucker, Georgia is hereby amended to add Article IV to Chapter 38, thereof, which shall read in words as follows:

ARTICLE IV. -TRAFFIC CALMING

Sec. 38-50. - Definitions.

For purposes of this article, certain terms and words are defined. Where words have not been defined, but are defined in a subsequent sub-section of this article, those words shall have the meaning as defined therein. The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AASHTO means the American Association of State Highway and Transportation Officials.

Affected area means a geographic portion of a neighborhood consisting of all property owners whose quality of life as a resident in the neighborhood, and not necessarily as a traveler through the neighborhood, is being directly impacted by the cut-through or speeding traffic problem being addressed. The affected area will include all lots from which residents must traverse the traffic calming measure. The affected area will also include all lots from which residents may have an alternate route without traffic calming measures but whose lots have driveways that access the residential street for which traffic calming measures are sought.

Department means the public works department.

Eligible petitioner means a person whose name is recorded as a property owner in the tax records maintained by the county's tax commissioner and board of tax assessors for the address listed on the petition that falls within the affected area.

Initiator is a real property owner who has requested an initial interest petition form and/or has assumed a primary role in circulating the city's traffic study petition and the subsequent traffic-calming petition and undertakes to serve as the city's sole contact with respect to the progress of the initial interest petition and any subsequent traffic study and traffic-calming petition.

I. T. E. means the Institute of Transportation Engineers.

MUTCD means the Manual on Uniform Traffic Control Devices.

Real property owners means homeowners or other real property owners as indicated in the tax records maintained by the county's tax commissioner and board of tax assessors.

Reference number means the number assigned to a completed initial interest petition which meets the city's criteria for a study that will be used to determine the order in which traffic studies will be conducted.

Residential street means a street classified and defined as "residential" in the records of the City of Tucker.

Traffic-calming measures means those methods and processes, prescribed by "AASHTO" or other nationally recognized organizations, that the city may use to reduce aggressive driving behavior that impairs the quality of life of its citizens in any neighborhood in which the posted speed limit is no greater than thirty (30) miles per hour. Such measures include, but are not limited to, speed humps, bicycle lanes, center traffic islands, splitter islands, and striping and turn restriction lanes.

Traffic-calming program guidelines means the guidelines for the design and application of speed humps and alternative traffic-calming measures utilized by the city public works department.

Traffic study means the process by which data pertinent to the flow, rate of speed and density of traffic, collected over a defined period of time, is measured and analyzed to determine its impact on the safety of citizens within a neighborhood or affected area.

Sec. 38-51. - Procedure for requesting a traffic study.

- (a) The city shall require the filing of the initial interest petition on a form promulgated by the department director or the director's designee.
- (b) Any eligible petitioners interested in pursuing the installation of traffic-calming measures on a residential street, upon request to the department, will be provided with an initial interest petition for the department to perform a traffic study. The initial interest petition must be marked with the date on which it is required to be returned to the department, hereinafter referred to as the return date. Such return date shall be forty-five (45) days after the date the department issues the initial interest petition. The initial interest petition will allow for eligible petitioners to sign in favor of requesting a traffic study.
- (c) All eligible petitioners signing an initial interest petition to request that the department carry out a traffic study shall hereinafter be referred to as applicants.
- (d) All applicants must be eligible petitioners.

Sec. 38-52. - Initial interest petition.

- (a) The department will not consider an initial interest petition unless it is complete, as that term is defined herein, and unless at least fifty (50) percent of the properties in the affected area are represented by signatures of eligible petitioners in the affected area are in favor of the traffic study.
- (b) The completed initial interest petition shall be filed with the department by the return date as provided for in section 38-51 or it shall be deemed abandoned and any further action by the city will require a new initial interest petition.
- (c) In order to be considered complete, the initial interest petition shall include all of the following:
 - (1) The full name, signature, home address, and daytime telephone number of each eligible petitioner that signed the initial interest petition.
 - (2) The date upon which each eligible petitioner signed the initial interest petition.
 - (3) A description of the precise area for which the traffic study is requested by reference to the name of the subdivision or popular name of the neighborhood, or the bridges, streets, roads and where appropriate with house numbers that identify the area where a perceived speeding or cut-through problem exists.
 - (4) The name, address and telephone number of an initiator.
- (d) Only one (1) eligible petitioner for each property in the affected area may sign the initial interest petition.

Sec. 38-53. - Evaluating the initial interest petition and informing the initiator.

- (a) Upon receipt of a completed initial interest petition, the department will make a determination as to whether at least fifty (50) percent of the properties in the affected area are represented by signatures of eligible petitioners.
- (b) After the department has received the complete initial interest petition, no signature will be withdrawn from an initial interest petition unless the department is notified in writing within thirty (30) days, that there is reasonable proof that fraud or other impropriety occurred regarding the obtaining of the petitioner's signature.
- (c) Within sixty (60) days, the initiator of the initial interest petition will be notified in writing by the department as to whether the initial interest petition meets the criteria for a traffic study. In the event that the department decides to conduct a traffic study, the written notification to the initiator will include a reference number assigned to the initial interest petition for the conduct of the study.
- (d) In the event that the initiator moves away or is otherwise no longer a point of contact for the department and a new initiator's name or address has not been provided to the

department, the department shall consider the initial interest petition abandoned and shall cease all work on processing of the initial interest petition and any subsequent traffic study.

Sec. 38-54. - Traffic study to comply with national standards.

National standards promulgated by the American Association of State Highway and Transportation Officials, the Institute of Transportation and other national standards shall govern the execution of traffic studies and the design and installation of traffic-calming measures.

Sec. 38-55. - Priority for the conduct of traffic studies.

- (a) The department will conduct traffic studies based on the order in which completed petitions are received, relying on the reference number assigned to the completed initial interest petition, unless circumstances described in subsection (b) are found to apply.
- (b) The department reserves the right to change the order in which a traffic study is conducted where the department determines that there is an initial interest petition further down the waiting list for an area that may relate to, or be affected by, another traffic study to be conducted on a neighboring street or in a neighboring area.

Sec. 38-56. - The affected area and the traffic-calming plan.

- (a) Where a traffic study is warranted it will be conducted at a time to be determined by, and within the sole discretion of, the department; provided however, that such study shall be completed within twelve (12) months of a determination that the initial interest petition initiator is notified that the completed initial interest petition has met the criteria as provided for in section 38-53.
- (b) Upon completion of a traffic study, the department shall make a determination as to whether the results clearly demonstrate that the installation of traffic-calming measures are warranted based upon the criteria established in the traffic-calming program guidelines.
- (c) When considering traffic-calming program guidelines relating to speeding, the determination regarding whether the established criteria for traffic-calming measures have been met will be based on a comparison of actual study speeds obtained to the posted speed limit. When considering the criteria in traffic-calming program guidelines that relate to cut-through, the determination will include a comparison of cut-through traffic volumes obtained in a study to allowable volumes of cut-through traffic established in those guidelines.

Sec. 38-57. - Notification that traffic-calming measures are not warranted.

Following the completion of the study, if the department director or designee determines that no traffic-calming measures are warranted, then the department director or designee shall notify the initiator of that conclusion in writing.

Sec. 38-58. - Notification to initiator for commencement of traffic-calming conceptual design and presentation of the traffic-calming plan for public hearing.

- (a) Where traffic-calming measures are warranted, the department shall, within a reasonable time following the completion of the traffic study, not to exceed twelve (12) months, prepare a traffic-calming conceptual plan and notify the initiator in writing about the traffic-calming conceptual plan. The plan shall be available from city hall.
- (b) The traffic-calming conceptual plan must identify the affected area and include a recommendation for a specific traffic-calming measure or a combination of such measures that the department has determined to provide the most effective solution to the speeding and/or cut-through problems identified in the traffic study for installation in the affected area, having regard to the pavement width, grades, the physical features of the proposed location for the installation measures and any structures that facilitate drainage. The plan may also include alternative measures that could be installed to provide some relief to the speeding and/or cut-through problems identified in the traffic study for installation in the affected area, having regard to the pavement width, grades, the physical features of the proposed location for the installation measures and any structures that facilitate drainage.

Sec. 38-59. - Traffic-calming petition; choice of measures.

- (a) Following the publication of the traffic-calming conceptual plan, the department director or designee shall provide the initiator with a traffic-calming petition form to be used for recording all of the signatures. The petition must set forth the traffic-calming measures identified in the traffic-calming conceptual plan prepared by the department and the annual fee to be collected from each real property parcel. The traffic-calming petition will allow for eligible petitioners to sign in favor of requesting the implementation of the traffic-calming plan.
- (b) The initiator is responsible for circulating the traffic-calming petition to all eligible petitioners in the affected area.
- (c) A traffic-calming petition must be returned to the department within ninety (90) days of the notification to the initiator. If the initiator fails to return the completed traffic-calming petition within such time frame, it will be deemed abandoned and no further action shall be taken on the traffic calming petition or the initial interest petition from which it arose.
- (d) The traffic-calming petition shall indicate the full name, signature, home address date, and daytime telephone number for each eligible petitioner signing the selection petition.
- (e) The tax records maintained by the county's tax commissioner and board of tax assessors shall control in determining whether a signatory to the petition is a real property owner and thus an eligible petitioner.

Sec. 38-60. Creation of a special tax district and assessment of costs associated with the maintenance of the traffic-calming measure.

- (a) In order for the affected area to be eligible for the implementation of the traffic-calming measures, the petition must secure signatures in favor of the installation of traffic-calming measures from eligible petitioners representing seventy-five (75) percent of properties in the affected area.
- (b) In the event that the petition secures the requisite percentage of signatures in favor of the approved traffic-calming measure or combination of traffic calming measures, the director of the department shall present a resolution to the city council at a regularly scheduled meeting for consideration.
- (c) The city council shall conduct a hearing on the resolution utilizing the same rules as those utilized for the conduct of hearings on zoning matters.
- (d) Any resolution approving implementing traffic-calming measures pursuant to this Article shall be funded by special tax district which shall be created as part of the resolution.
- (c) The special tax district shall be created to include all of real property in the affected area for which the traffic-calming measure was approved. The annual fee identified in the traffic-calming conceptual plan shall be assessed to and collected from property owners within the affected area as part of their annual property tax assessment for the maintenance of the traffic-calming measures installed.

Sec. 38-61. - Removal of traffic-calming measures.

- (a) Upon presentation of a petition from eligible petitioners representing seventy-five (75) percent of the properties in the affected area, traffic-calming measures previously installed may be removed. No such petition shall be presented earlier than ten (10) years after initial installation of the traffic-calming measure(s).
- (b) A removal petition may be obtained from the department director or the director's designee.
- (c) The removal petition shall be returned and filed with the department within ninety (90) days of the date on which it was provided pursuant to a request or it shall be deemed abandoned and any further action by the city shall require a new removal petition.
- (d) The removal petition shall be presented to the city council at a public hearing within sixty (60) days of the department's receipt of the petition.

- (e) The procedures for the conduct of the city council hearing held pursuant to this section shall be substantially the same as those utilized under section 38-60.

Sec. 38-62. – Traffic-Calming Special District Fees.

- (a) It shall be the policy of the city that fees for traffic-calming special districts, shall be equitably derived through methods which have a demonstrable relationship to the impacts imposed by maintenance of the traffic-calming infrastructure on properties served by the traffic calming infrastructure. Traffic-calming fees shall be structured so as to be fair and reasonable, and the resultant charges shall bear a substantial relationship to the cost of maintain service.
- (b) The cost of the traffic-calming program and infrastructure may include operating, capital investment and reserve expenses, and may consider management problems, needs and requirements.
- (c) Fees shall not be based on property values and such fees shall not be construed to be a tax. All properties within the affected area shall be charged the fee.

SECTION II.

This ordinance shall become effective upon adoption.

SO ORDAINED, this 11th day of December 2023.

Approved:

Frank Auman, Mayor
City of Tucker

ATTEST:

Bonnie Warne, City Clerk

[SEAL]



MEMO

To: Honorable Mayor and City Council Members
From: Courtney Smith, Community Development Director
CC: Tami Hanlin, City Manager
Date: November 21, 2023
RE: Memo for Possible Invasive Vegetation Regulations

Description for on the Agenda:

Discussion on Possible Invasive Vegetation Regulations

Issue:

Several residents have reached out over the years with concerns about invasive, non-native vegetation such as Wisteria, Kudzu, and English Ivy and the possibility of adopting regulations that prohibit them and/or limit their spread. Staff will be presenting the negative impacts of invasive species, example regulations from neighboring jurisdictions, and the enforcement challenges that could occur if an ordinance is adopted. We will be looking for feedback regarding staff drafting a text amendment on this subject.

Recommendation:

Discussion only.

Background:

The city of Tucker currently regulates weeds in Chapter 28 – Nuisances (below). We prohibit “noxious weeds,” but noxious weeds are not defined anywhere in the code, making enforcement challenging.

Chapter 28 – Nuisances

Article VIII. Property Nuisances

Sec. 28-250. Vegetation.

(a) There shall be no dead or hazardous trees, shrubs, ground cover or weeds likely to harbor vermin or insects, restrict or impede access to or public use of adjacent sidewalks and streets, obstruct traffic-control signs and devices and fire hydrants, or pose a risk of physical injury to the public.

(b) Cut wood must be neatly stacked in length and shall not exceed three feet in height and must be stored in a side or rear yard.

(Ord. No. O2019-08-27, exh., 8-26-2019)

Sec. 28-251. Landscaped areas.

(a) The owner or tenant shall maintain all required landscape areas, trees and shrubs in a neat condition free from bare areas and free of debris and weeds.

(b) All premises yards and exterior property shall be maintained free from debris, litter, and rubbish, as well as grass and weeds in excess of 12 inches in height. All noxious weeds shall be prohibited.

(Ord. No. O2019-08-27, exh., 8-26-2019)

City of Brookhaven

Chapter 16 - NUISANCES

ARTICLE VIII. - VEGETATION

Sec. 16-193. - Vegetation and debris.

(a) Vegetation. There shall be no dead or hazardous trees, shrubs, ground cover or weeds likely to harbor vermin or insects, restrict or impede access to or public use of adjacent sidewalks, paths, trails and streets, obstruct traffic-control signs and devices and fire hydrants, or pose a risk of physical injury to the public.

(b) Debris. There shall not be maintained on a property for more than seven calendar days any used or damaged lumber, junk, trash, debris, scrap metal, concrete, sand, asphalt, cans, bottles, tires, salvage materials, boxes, containers, bins, and abandoned, discarded, inoperative or unusable furniture, stove, refrigerator, freezer, sink, toilet, cabinet or other household fixtures, yard waste or equipment stored so as to be visible from public street, alley or from an adjoining property unless appropriate permits have been obtained from the county. Nothing herein shall preclude the placement of stacked firewood for use on the premises in the side or rear yards of the premises.

(c) Shared property. Where parking in open areas is used jointly for the benefit of two or more owners or tenants, the responsibility for maintaining these parking areas free of garbage and trash shall be the joint and several responsibility of the owners and tenants.

(d) Invasive vegetation. Invasive plant species on premises and exterior property shall be maintained whereby damage to existing trees and encroachment onto adjacent properties is prevented. Invasive plant species within the city are defined by the Georgia Exotic Pest Plant Council (EPPC) Invasive Plant List, which is maintained by the Center for Invasive Species and Ecosystem Health, University of Georgia: <https://www.gaeppc.org/list/>. The list includes, but is not limited to, English Ivy (*Hedera helix*), Chinese Wisteria (*Wisteria sinensis*), Kudzu (*Pueraria montana* var. *lobata*), *Elaeagnus umbellata*, Tree of Heaven (*Ailanthus altissima*), all Privet species (*Ligustrum* spp.), and all Bamboo species other than the native species River Cane, Switch Cane (*Arundinaria* spp.).

(Ord. No. 2019-02-03 , § I, 2-12-2019; Ord. No. 2021-06-04 , § I(Attch.), 6-29-2021)

Chapter 14 – Land Development and Subdivisions

Sec. 14-54. Procedures and requirements.

(4) For the tree plan, the following information must accurately reflect the tree survey and include:

j. Required Notes:

1. Invasive vining vegetation, including English Ivy (*Hedera helix*), Chinese Wisteria (*Wisteria sinensis*), and Kudzu (*Pueraria montana* var. *lobata*), to be manually removed from all preserved trees. Sever vines at base of tree and manually excavate vine roots out of structural root plate area of tree. Avoid any damages to bark and roots of preserved trees. Severed aerial portions do not have to be removed from trunk and crown.

*Note: This requirement does not apply to native vining species such as Cross-vine (*Bignonia*), Trumpet-creeper (*Campsis*), and Carolina jessamine (*Gelsemium*).

2. No machine trenching through Critical Root Zone. Hand-dig where silt fence (SD-1) crosses the Critical Root Zone of any tree. Root prune as needed according to ISA/ANSI professional standards.

City of Doraville

Sec. 5-66. Landscaping.

- (a) The owner or occupant of any premises within the City limits of the City of Doraville which contains landscaping and lawns, hedges and bushes shall keep the lawns, hedges and bushes trimmed and from becoming overgrown and unsightly where exposed to public view and where the same constitute a blighting factor depreciating adjoining property. The owner and occupants of the premises shall not permit weeds or grass within one hundred fifty (150) feet of any building structure to grow on such property to a height exceeding eight (8) inches.
- (b) When it is impossible or impracticable to serve the owner and/or occupier of said residence with a copy of the citation for the violation, a citation may be attached to the front door of the owner's or occupier's residence in such manner as to more likely attract the attention of the owner and/or occupier and pursuant to the requirements of section 1-12 of this Code. The fine for the violation shall be a civil fine in the amount of fifty dollars (\$50.00) and no additional fees shall be charged.

(Ord. No. 05-09, § 1, 3-21-05; Ord. No. 06-16, § 1, 6-19-06; Ord. No. 2011-27, § 2, 6-20-11; Ord. No. 2015-07, § 3, 4-20-15)

Editor's note(s)—Former § 5-36.

Sec. 5-299. Prohibited non-native invasive species.

- (a) The following species shall be prohibited from being planted within the City limits of Doraville as part of any development or redevelopment activity. Further, in any instance of construction or development where it is discovered that there is existing growth of any of these species, they shall be removed and/or replaced with an equivalent and appropriate native vegetation, as applicable.
- (b) Table of prohibited non-native invasive species.

Scientific Name	Common Name
<i>Ailanthus altissima</i>	Tree of heaven
<i>Albizia julibrissin</i>	Mimosa
<i>Alternanthera philoxeroides</i>	Alligator weed
<i>Berberis thunbergii</i>	Japanese barberry
<i>Broussonetia papyrifera</i>	Paper mulberry
<i>Clematis ternifolia</i>	Sweet autumn clematis
<i>Eichhornia crassipes</i>	Water hyacinth
<i>Elaeagnus pungens</i>	Thorny olive
<i>Elaeagnus umbellata</i>	Autumn olive
<i>Euonymus alatus</i>	Winged euonymus (burning bush)
<i>Euonymus fortunei</i>	Wintercreeper
<i>Fallopia japonica</i>	Japanese knotweed
<i>Hedera helix</i>	English ivy
<i>Hydrilla verticillata</i>	Hydrilla
<i>Imperata cylindrical</i>	Congon grass
<i>Koeleruteria paniculata</i>	Golden rain tree

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(Supp. No. 18)

<i>Lespedeza bicolor</i>	Shrubby lespedeza
<i>Lespedeza cuneata</i>	Sericea lespedeza
<i>Ligustrum japonicum</i>	Japanese privet
<i>Ligustrum sinense</i>	Chinese privet
<i>Lonicera japonica</i>	Japanese honeysuckle
<i>Lonicera maackii</i>	Amur honeysuckle
<i>Lygodium japonicum</i>	Japanese climbing fern
<i>Mahonia bealei</i>	Leatherleaf mahonia
<i>Melia azedarach</i>	Chinaberry
<i>Microstegium vimineum</i>	Nepalese browntop
<i>Miscanthus sinensis</i>	Chinese silvergrass
<i>Morus alba</i>	White mulberry
<i>Murdannia keisak</i>	Marsh dayflower
<i>Nandina domestica</i>	Sacred bamboo
<i>Paulownia tomentosa</i>	Princess tree
<i>Phyllostachys aurea</i>	Golden bamboo
<i>Pueraria Montana var. lobata</i>	Kudzu
<i>Pyrus calleryana</i>	Bradford pear
<i>Quercus acutissima</i>	Sawtooth oak
<i>Rosa multiflora</i>	Multiflora rose
<i>Sesbania herbacea</i>	Bigpod sesbania
<i>Sesbania punicea</i>	Red sesbania
<i>Spiraea japonica</i>	Japanese spiraea
<i>Triadica sebifera</i>	Chinese tallow tree
<i>Vinca major</i>	Big periwinkle
<i>Vinca minor</i>	Common periwinkle
<i>Wisteria floribunda</i>	Japanese wisteria
<i>Wisteria sinensis</i>	Chinese wisteria

(Ord. No. 2022-06 , § 3, 1-12-22)

City of Chamblee

CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE IV. PROPERTY MAINTENANCE

Sec. 18-72. Definitions.

Weeds means vegetative growth including but not limited to, kudzu, poison ivy, jimsonweed, burdock, ragweed, thistle, cocklebur, dandelion, plants of obnoxious odors, or other similar unsightly vegetative growths. This term shall not include cultivated flowers, fruits and vegetables and gardens.

Sec. 18-77. Vegetation and debris.

(a) Vegetation. There shall be no dead or hazardous trees, shrubs, ground cover or weeds likely to: harbor vermin or insects, create a health menace or fire hazard, restrict or impede access to or public use of adjacent sidewalks and streets, obstruct traffic-control signs and devices and fire hydrants, or pose a risk of physical injury to the public.

(b) Height of grass and weeds. Owners and occupants of property shall not permit weeds or grass within 150 feet of any building or structure to grow on such property to a height exceeding 12 inches.

City of Dunwoody

Chapter 8 - Buildings and Building Regulations

Article IV. – Miscellaneous Provisions

Sec. 8-86. - Maintenance of proper sanitary conditions on premises required; procedures; enforcement.

- (a) Every person, whether owner, tenant, agent, or employee owning, holding, or occupying property in the city shall, at all times, maintain the property, whether a vacant lot or otherwise, in a clean and sanitary condition, keeping all weeds cut and wastepaper, trash and other rubbish of every sort cleaned off of the property. Said duty to maintain property in a clean and sanitary condition shall include the duty to cut and remove undergrowth, such as kudzu, briars, weeds in excess of ten inches in height, honeysuckle, other vines and seedlings, whenever such undergrowth becomes a nuisance to persons residing in the area or operating businesses in the area. If such undergrowth exists upon an unimproved lot, the community development director may reduce the extent to which the property must be maintained in such condition, provided there are no imminent threats to public health and safety.
- (b) It shall be the duty of the community development director or a designee thereof to give five days' written notice, by certified mail, return receipt requested, and take reasonable steps to deliver in person to any owner of property or other person violating this section to appear before the city council to show cause why these provisions have not been complied with. In addition, the community development director or a designee shall immediately post a notification upon the property in violation of this section in order to provide visual notification to property owners for a period of five consecutive days.
- (1) In case of inability to contact owners in other manners prescribed above, posted notice shall serve as the official notice for the city council hearing on this matter.
 - (2) After a hearing, if it is deemed by the council that this section has not been complied with, such owner or other person shall be given five days to comply, and, if he fails or refuses to do so, the public works director shall thereupon cause the work to be done.
 - (3) For purposes of giving the notice to the owner of the property, as provided for herein, the person shown as the owner of said property on the ad valorem tax records of the city shall be sent such notice at the address shown thereon, unless the city receives actual notice that another person owns said property; that owner shall be responsible for said violation.
 - (4) The council may, by majority vote, refer any and all cases described in this section to the municipal court, and all hearings heretofore described as being before the council may be before the municipal court if the council decides.
- (c) When the public works director has caused weeds to be cut from any premises, or wastepaper, trash, or other rubbish removed, a notice shall be prepared assessing the cost

of the cutting of those weeds, cleaning and rendering sanitary such vacant lot or other property against the owner, tenant, agent, or employee owning, occupying, or controlling the property. The cost of such action shall be a debtor lien upon the property so cleaned and rendered sanitary and a debt against the owner, tenant, agent, or other party in charge of the property. The debtor lien shall date from the completion of the work on the property as declared under city council ordinance.

- (d) A written statement shall be furnished by the city clerk to the owner, agent, or other party in charge of the property subject to the assessment provided for herein showing the amount of the assessment. It shall be the duty of the owner, agent, or other party in charge of the property subject to the assessment to pay the city, within 30 days after the receipt of the statement, the entire amount of the assessment against the property and the owner, tenant, agent, or other party in charge of the property.
- (e) Any owner, tenant, agent, or other party in control of property subject to assessment as provided herein who fails or refuses to pay to the city the amount of such assessment at the expiration of 30 days after the service of the notice of statement provided above, the city clerk shall issue an execution bearing date of its issuance in the name of the mayor of the city and specifying the purpose for which it is issued against the owner, tenant, agent, or other party in control of the property subject to the assessment and also against the property of the owner, tenant, agent, or other party in control of the property upon which the work in question is performed. The execution shall assert and be a lien against the property from the day of the completion of the performance of the work hereinbefore described and shall bear interest at the rate of one percent per month from the date on which it is issued. For the purposes of this section, any period of less than one month shall be considered to be one month.
- (f) The execution issued under these provisions shall be delivered to the chief of police or a designee thereof who shall execute the same by levying upon and selling the property described therein, or so much thereof as may be necessary for the amount due the city from the doing of such work, together with all costs that may accrue thereon. The law applicable to the sales under other executions issued by this city shall apply to the levy, notice, advertisement and sale made under the execution, and the levying officer shall have authority to execute a deed to the purchaser when the property is sold and shall deliver the possession thereof to the purchaser within the time required by law as under tax executions.

(Comp. Ords. 2008, ch. 7, art. 4, § 1)

City of Sandy Springs

Chapter 105 – Buildings and Building Regulations

Article IV – Property Maintenance and Housing Standards

Sec. 105-100. Maintenance of proper sanitary conditions on premises required; procedures; enforcement.

- (a) Every person, whether owner, tenant, agent or employee, owning, holding, or occupying property in the city shall, at all times, maintain the property, whether a vacant lot or otherwise, in a clean and sanitary condition, keeping all weeds cut, wastepaper, trash and other rubbish of every sort cleaned off of the property. Said duty to maintain property in a clean and sanitary condition shall include the duty to cut and remove undergrowth, such as kudzu, briars, weeds in excess of 24 inches in height, honeysuckle, other vines and seedlings, whenever such undergrowth becomes a nuisance, to persons residing in the area or operating businesses in the area. If such undergrowth exists upon an unimproved lot, the planning and zoning director may reduce the extent to which the property must be maintained in such condition, provided there are no imminent threats to public health and safety.
- (b) It is the duty of the community development director or a designee thereof to give five days written notice, by certified mail, return receipt requested, and take reasonable steps to deliver in person to any owner of property or other person violating this section to appear before the city council to show cause why these provisions have not been complied with. In addition, the community development director or a designee shall immediately post a notification upon the property in violation of this section in order to provide visual notification to property owners for a period of five consecutive days.
- (1) In lieu of inability to contact owners in other manners prescribed in this section, posted notice shall serve as the official notice for the city council hearing on this matter.
 - (2) After a hearing, if it is deemed by the council that this section has not been complied with, such owner or other person is given five days to comply and if he fails or refuses to do so, the public works director shall thereupon cause the work to be done.
 - (3) For purposes of giving the notice to the owner of the property, as provided for herein, the person shown as the owner of said property on the ad valorem tax records of the city are sent such notice at the address shown thereon, unless the city receives actual notice that another person owns said property that owner is responsible for said violation.
 - (4) The council may, by majority vote, refer any and all cases described in this section to the municipal court, and all hearings heretofore described as being before the council may be before the municipal court if the council decides.
- (c) When the public works director has caused weeds to be cut from any premises, or wastepaper, trash, or other rubbish removed, a notice is prepared assessing the cost of the cutting of those weeds, cleaning and rendering sanitary such vacant lot or other property against the owner, tenant, agent, or employee owning, occupying, or controlling the property. The cost of such action is a debtor lien upon the property so cleaned and rendered sanitary and a debt against the owner,

tenant, agent, or other party in charge of the property. The debtor lien shall date from the completion of the work on the property as declared under city council ordinance.

- (d) A written statement is furnished by the city clerk to the owner, agent, or other party in charge of the property subject to the assessment provided for herein showing the amount of the assessment. It is the duty of the owner, agent, or other party in charge of the property subject to the assessment to pay the city within 30 days after the receipt of the statement the entire amount of the assessment against the property and the owner, tenant, agent, or other party in charge of the property.
- (e) Any owner, tenant, agent, or other party in control of property subject to assessment as provided herein who fails or refuses to pay to the city the amount of such assessment at the expiration of 30 days after the service of the notice of statement provided in this section, the city clerk shall issue an execution bearing date of its issuance in the name of the mayor and specifying the purpose for which it is issued against the owner, tenant, agent, or other party in control of the property subject to the assessment and also against the property of the owner, tenant, agent, or other party in control of the property upon which the work in question is performed. The execution shall assert and be a lien against the property from the day of the completion of the performance of the work hereinbefore described and shall bear interest at the rate of one percent per month from the date on which it is issued. For the purposes of this section, any period of less than one month is considered to be one month.
- (f) The execution issued under these provisions are delivered to the chief of police or a designee thereof who shall execute the same by levying upon and selling the property described therein or so much thereof as may be necessary for the amount due the city from the doing of such work, together with all costs that may accrue thereon. The law applicable to the sales under other executions issued by this city shall apply to the levy, notice, advertisement and sale made under the execution, and the levying officer shall have authority to execute a deed to the purchaser when the property is sold and shall deliver the possession thereof to the purchaser within the time required by law as under tax executions.

(Ord. No. 2006-09-68, § 1(ch. 9, art. 4, § 1), 9-5-2006)

DeKalb County

Chapter 18 – Nuisances

Article III – Property Maintenance

Sec. 18-5. Definitions.

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

Weeds means vegetative growth including but not limited to kudzu, poison ivy, jimsonweed, burdock, ragweed, thistle, cocklebur, dandelion, plants of obnoxious odors, or other similar unsightly vegetative growths. This term shall not include cultivated flowers, fruits and vegetables and gardens.

(Ord. No. 33-03, Pt. I, 12-23-03)

City of Tucker

Chapter 28 – Nuisances

Article VIII. Property Nuisances

Sec. 28-250. Vegetation.

- (a) There shall be no dead or hazardous trees, shrubs, ground cover or weeds likely to harbor vermin or insects, restrict or impede access to or public use of adjacent sidewalks and streets, obstruct traffic-control signs and devices and fire hydrants, or pose a risk of physical injury to the public.
- (b) Cut wood must be neatly stacked in length and shall not exceed three feet in height and must be stored in a side or rear yard.

(Ord. No. O2019-08-27, exh., 8-26-2019)

Sec. 28-251. Landscaped areas.

- (a) The owner or tenant shall maintain all required landscape areas, trees and shrubs in a neat condition free from bare areas and free of debris and weeds.
- (b) All premises yards and exterior property shall be maintained free from debris, litter, and rubbish, as well as grass and weeds in excess of 12 inches in height. All noxious weeds shall be prohibited.

(Ord. No. O2019-08-27, exh., 8-26-2019)



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List of Non-native Invasive Plants in Georgia

Georgia EPPC Invasive Plant List Purpose

The purpose of the Georgia EPPC Invasive Plant List is to identify and categorize plants that pose threats to natural areas in Georgia. Natural areas are those areas that are managed to conserve or restore the native plant communities. For this list, invasive plants do not include plants that are only problems in agricultural or pastoral systems. The list does not have regulatory authority; it is intended to aid in land management decisions and increase public awareness of invasive species.

Category 1 - Exotic plant that is a serious problem in Georgia natural areas by extensively invading native plant communities and displacing native species.

Scientific Name	Common Name
<i>Ailanthus altissima</i> (P. Mill.) Swingle	tree-of-heaven
<i>Albizia julibrissin</i> Durazz.	mimosa
<i>Alternanthera philoxeroides</i> (Mart.) Griseb.	alligatorweed
<i>Eichhornia crassipes</i> (Mart.) Solms	common water hyacinth
<i>Elaeagnus umbellata</i> Thunb.	autumn olive
<i>Hedera helix</i> L.	English ivy
<i>Hydrilla verticillata</i> (L. f.) Royle	hydrilla
<i>Lespedeza bicolor</i> Turcz.	shrubby lespedeza

<i>Lespedeza cuneata</i> (Dum.-Cours.) G. Don	sericea lespedeza
<i>Ligustrum sinense</i> Lour.	Chinese privet
<i>Lonicera japonica</i> Thunb.	Japanese honeysuckle
<i>Lygodium japonicum</i> (Thunb. ex Murr.) Sw.	Japanese climbing fern
<i>Melia azedarach</i> L.	chinaberry
<i>Microstegium vimineum</i> (Trin.) A. Camus	Japanese stiltgrass
<i>Murdannia keisak</i> (Hassk.) Hand.-Maz.	marsh dayflower
<i>Paulownia tomentosa</i> (Thunb.) Sieb. & Zucc. ex Steud.	princesstree
<i>Pueraria montana</i> var. <i>lobata</i> (Willd.) Maesen & S. Almeida	kudzu
<i>Rosa multiflora</i> Thunb.	multiflora rose
<i>Triadica sebifera</i> (L.) Small	Chinese tallowtree
<i>Wisteria sinensis</i> (Sims) DC.	Chinese wisteria

Category 1 Alert - Exotic plant that is a not yet a serious problem in Georgia natural areas, but that has significant potential to become a serious problem.

Scientific Name	Common Name
<i>Achyranthes japonica</i> (Miq.) Nakai	Japanese chaff flower
<i>Alliaria petiolata</i> (Bieb.) Cavara & Grande	garlic mustard
<i>Arthraxon hispidus</i> (Thunb.) Makino	small carpetgrass, joint-head grass
<i>Celastrus orbiculatus</i> Thunb.	round leaf bittersweet
<i>Imperata cylindrica</i> (L.) Beauv.	cogongrass
<i>Paederia foetida</i> L.	skunk-vine
<i>Reynoutria japonica</i> Sieb. & Zucc.	Japanese knotweed

Salvinia molesta D. S. Mitchell	giant salvinia
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Category 2 - Exotic plant that is a moderate problem in Georgia natural areas through invading native plant communities and displacing native species, but to a lesser degree than category 1 species.

Scientific Name	Common Name
Ardisia crenata Sims	coral ardisia
Cinnamomum camphora (L.) J. Presl	camphortree
Cynodon dactylon (L.) Pers	bermudagrass
Dioscorea polystachya Turcz.	Chinese yam
Egeria densa Planch.	Brazilian waterweed, Brazilian elodea
Elaeagnus pungens Thunb.	thorny olive
Leucanthemum vulgare Lam.	oxeye daisy
Ligustrum japonicum Thunb.	Japanese privet
Lonicera maackii (Rupr.) Herder	Amur honeysuckle
Miscanthus sinensis Anderss.	Chinese silvergrass
Myriophyllum aquaticum (Vell.) Verdc.	parrotfeather
Nandina domestica Thunb.	sacred bamboo
Nasturtium officinale R. Brown	watercress
Paspalum notatum Fluegge	bahiagrass
Phyllostachys aurea Carr. ex A.& C. Rivière	golden bamboo
Sesbania herbacea (P. Mill.) McVaugh	bigpod sesbania
Sesbania punicea (Cav.) Benth.	red sesbania
Spiraea japonica L. f.	Japanese spiraea

Tamarix gallica L.	French tamarisk
Vinca major L.	big periwinkle
Vinca minor L.	common periwinkle

Category 3 - Exotic plant that is a minor problem in Georgia natural areas, or is not yet known to be a problem in Georgia but is known to be a problem in adjacent states.

Scientific Name	Common Name
Alternanthera sessilis (L.) R. Br. ex DC.	sessile joyweed
Ampelopsis glandulosa var. brevipedunculata (Maxim.) Momiy.	porcelain-berry
Anthoxanthum odoratum L.	sweet vernalgrass
Arundo donax L.	giant reed
Berberis thunbergii DC.	Japanese barberry
Broussonetia papyrifera (L.) L'Hér. ex Vent.	paper-mulberry
Carduus nutans L.	musk thistle, nodding thistle
Centaurea cyanus L.	cornflower
Citrus trifoliata (L.) Raf.	trifoliolate orange
Clematis terniflora DC	sweet autumn virginsbower
Colocasia esculenta (L.) Schott	coco yam, wild taro
Daucus carota L.	Queen Anne's lace, wild carrot
Dioscorea alata L.	winged yam
Dioscorea bulbifera L.	air-potato
Eragrostis curvula (Schrud.) Nees	weeping lovegrass
Euonymus fortunei (Turcz.) Hand.-Maz.	winter creeper

<i>Festuca arundinacea</i> Schreb.	tall fescue
<i>Hemerocallis fulva</i> (L.) L.	tawny daylily
<i>Hibiscus syriacus</i> L.	rose of Sharon
<i>Lantana camara</i> L.	largeleaf lantana
<i>Lespedeza thunbergii</i> (DC.) Nakai	Thunberg lespedeza
<i>Ligustrum lucidum</i> W.T. Aiton	glossy privet
<i>Limnophila sessiliflora</i> (Vahl) Blume	limnophila
<i>Liriope muscari</i> (Dcne.) Bailey	monkeygrass
<i>Lonicera fragrantissima</i> Lindl. & Paxton	sweet breath of spring
<i>Mahonia bealei</i> (Fortune) Carr.	leatherleaf mahonia
<i>Marsilea minuta</i> L.	dwarf waterclover
<i>Melinis repens</i> (Willd.) Zizka	natalgrass
<i>Mentha x piperita</i> L. (pro sp.).	peppermint
<i>Morus alba</i> L.	white mulberry
<i>Mosla dianthera</i> (Buch.-Ham. ex Roxb.) Maxim.	miniature beefsteakplant
<i>Myriophyllum spicatum</i> L.	Eurasian watermilfoil
<i>Panicum repens</i> L.	torpedograss
<i>Paspalum urvillei</i> Steud.	vaseygrass
<i>Persicaria maculosa</i> S.F. Gray	ladythumb
<i>Phragmites australis</i> (Cavanilles) Trinius ex Steudel	common reed
<i>Poa annua</i> L.	annual bluegrass
<i>Potamogeton crispus</i> L.	curly leaf pondweed

<i>Pyrus calleryana</i> Decne.	Callery pear (Bradford pear)
<i>Rottboellia cochinchinensis</i> (Lour.) W.D. Clayton	itchgrass
<i>Rubus armeniacus</i> Focke	Himalayan blackberry
<i>Securigera varia</i> (L.) Lassen	purple crown-vetch
<i>Sesbania vesicaria</i> (Jacq.) Ell.	bagpod
<i>Solanum viarum</i> Dunal	tropical soda apple
<i>Sorghum halepense</i> (L.) Pers.	johnsongrass
<i>Stachys floridana</i> Shuttlw. ex Benth.	Florida betony
<i>Vernicia fordii</i> (Hemsl.) Airy-Shaw	tungoil tree

Category 4 - Exotic plant that is naturalized in Georgia but generally does not pose a problem in Georgia natural areas or a potentially invasive plant in need of additional information to determine its true status.

Scientific Name	Common Name
<i>Akebia quinata</i> (Houtt.) Dcne.	chocolate vine
<i>Allium vineale</i> L.	wild garlic
<i>Alysicarpus vaginalis</i> (L.) DC.	alyceclover
<i>Artemisia vulgaris</i> L.	mugwort
<i>Bidens bipinnata</i> L.	spanishneedles
<i>Bidens pilosa</i> L.	hairy beggarticks
<i>Bromus secalinus</i> L.	rye brome
<i>Bromus tectorum</i> L.	cheatgrass, downy brome
<i>Cirsium vulgare</i> (Savi) Ten.	bull thistle
<i>Commelina benghalensis</i> L.	Benghal dayflower

<i>Cytisus scoparius</i> (L.) Link	Scotch broom
<i>Euonymus alatus</i> (Thunb.) Sieb.	winged burning bush
<i>Fatoua villosa</i> (Thunb.) Nakai	mulberryweed
<i>Firmiana simplex</i> (L.) W. Wight	Chinese parasol tree
<i>Ilex cornuta</i> Lindl. & Paxton	Chinese holly
<i>Ilex crenata</i> Thunb.	Japanese holly
<i>Ipomoea coccinea</i> L.	red morning-glory
<i>Ipomoea cordatotriloba</i> var. <i>cordatotriloba</i> Dennst.	tievine
<i>Ipomoea purpurea</i> (L.) Roth	tall morning-glory
<i>Jacquemontia tamnifolia</i> (L.) Griseb.	smallflower morningglory
<i>Kummerowia stipulacea</i> (Maxim.) Makino	Korean lespedeza
<i>Kummerowia striata</i> (Thunb.) Schindl.	Japanese clover
<i>Liriope spicata</i> (Thunb.) Lour.	creeping liriope
<i>Najas minor</i> All.	brittleleaf naiad
<i>Orobancha minor</i> Smith	small broomrape
<i>Paspalum quadrifarium</i> Lam.	tussock paspalum
<i>Persicaria longiseta</i> (Bruijn) Kitagawa	Oriental lady's thumb
<i>Pyracantha coccinea</i> M. Roemer	scarlet firethorn
<i>Quercus acutissima</i> Carruthers	sawtooth oak
<i>Reynoutria sachalinensis</i> F. Schmidt ex Maxim.	giant knotweed
<i>Rosa laevigata</i> Michx.	Cherokee rose
<i>Rubus phoenicolasius</i> Maxim.	wine raspberry

<i>Setaria faberi</i> Herrm.	giant foxtail
<i>Setaria pumila</i> (Poir.) Roemer & J.A. Schultes	yellow foxtail
<i>Setaria viridis</i> var. <i>viridis</i> (L.) P. Beauv.	green bristlegrass
<i>Sonchus asper</i> (L.) Hill	spiny sowthistle
<i>Sonchus oleraceus</i> L.	annual sowthistle
<i>Torilis arvensis</i> (Huds.) Link	spreading hedgeparsley
<i>Verbascum thapsus</i> L.	common mullein
<i>Verbena bonariensis</i> L.	tall vervain
<i>Verbena incompta</i> P. W. Michael	Brazilian vervain
<i>Wisteria floribunda</i> (Willd.) DC.	Japanese wisteria

Invasive Plant Definition

Invasive species is defined as any species, including its seeds, spores or other biological material capable of propagating that species, that is not native to that ecosystem; and whose introduction does or is likely to cause environmental harm. Political boundaries are not used when determining a species nativity. Instead a species is defined as being exotic when it is not native to a particular ecosystem, making it possible to have a species that is native to parts of Georgia, but considered invasive in others.

List Description

The invasive plant list is separated into 4 categories, with one subcategory (see category definitions below). Species were ranked by EPPC members with input from other professionals and land managers. Detailed distribution information does not exist for many of these species, making it difficult to use demonstrable distribution data as a criterion for ranking a species. Efforts are underway to collect this distribution data and future revisions of the Georgia EPPC Invasive Species List will incorporate the data.

Website developed, maintained and hosted by the Center for Invasive Species and Ecosystem Health
[\(https://www.bugwood.org/\)](https://www.bugwood.org/), University of Georgia
 Questions and/or comments to the Bugwood Webmaster (<mailto:bugwood@uga.edu>)
 Last updated September 2023 / Privacy
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If your neighbor's kudzu grows into your yard, who has to remove it?

Brookhaven clarifies who has to keep invasive plants under control

[DEKALB COUNTY](#)

By [Zachary Hansen](#)

July 7, 2021

The lines between neighbors' lawns are usually clear, but many pesky plants don't care.

Bamboo, English Ivy and the South's most infamous invasive plant, kudzu, can easily overtake a yard and spread to neighboring properties. After receiving several complaints from residents, Brookhaven updated its city code to make it clear who has to keep these plants under control in residential neighborhoods.

The answer is simple: Whoever's lawn originally sprouted the weed.

At a June 29 council meeting, Brookhaven leaders unanimously updated the city's code to add an invasive vegetation section, which details what types of weeds must be kept under control. The list matches the invasive plant list by the [Georgia Exotic Pest Plant Council](#), which includes bamboo, privet, English ivy and kudzu.

Those weeds are not outlawed in Brookhaven lawns, but the city now requires private property owners to maintain the plants and limit their growth. Violators [could be charged](#) up to \$1,000 for failing to comply. In addition, Brookhaven [city employees](#) can remove the overgrowth, but the cost of labor will be placed on the resident's home as a lien.

"If kudzu in one yard starts to go through a fence into their neighbor's yard and their property, this would address that situation," Councilwoman Madeleine Simmons said during the meeting. "The ordinance basically says the neighbor who had the kudzu start on your side, you need to remove it on both sides."

Several counties and cities in metro Atlanta have similar laws on the books. [In DeKalb County](#), grass and weeds close to buildings must be trimmed if they get more than a foot tall. The county can charge a \$500 for violations, and upon three violations, the county can remove the overgrown vegetation and place a lien upon the owner's property.

[In Atlanta](#), which has the same foot-tall limit on grass and invasive plants, including kudzu and English ivy, it takes two notices within a 12-month period to warrant a \$250

fine. Decatur, Dunwoody and other cities in DeKalb also require residents to maintain their lawn or deal with code enforcement.

Keeping certain invasive species under control can be a tall order. According to the [Center for Invasive Species and Ecosystem Health](#), kudzu can grow about one foot per day, extending as much as 60 feet in a season.

Even though other invasive plants, such as [bamboo](#) or [English Ivy](#), grow at slower rates, they can be difficult to eliminate. For more information, visit [invasive.org](#) or your county's [University of Georgia Extension Office](#).



How to Remove English Ivy

These recommendations are primarily for homeowners and communities that would like to start working in their neighborhood greenspace. For each species we recommend herbicide-free control methods, but have added an herbicide option for some species for those who are comfortable using them. These methods were selected while keeping in mind limiting soil disturbance, reducing herbicide use, and avoiding harm to other species that may be present whether they be other plants/animals. Manual removal is possible for all of them if you have the time. If the infestation is overwhelmingly severe or these tips aren't proving effective, we suggest you consider qualified professional services.

English Ivy

Hedera helix – Georgia EPPC Category 1 (serious problem in Georgia)

Removal for this species is fairly straightforward, with minimal follow-up if the area is removed successfully the first time. However, removal of this species is very time consuming. In high density areas, it is difficult to pull up all the roots on the first pass.



English ivy in the ground layer beginning to climb up a tree.

Sever Climbing Vines



Leaf shape changing as it grows vertically.

Removing woody vines growing on trees should take first priority when tackling invasive vines. Be sure to positively identify every vine, because not all vines growing on trees are bad. Avoid cutting native vines, especially poison ivy or you'll get a nasty rash! When you sever a vine on a tree, everything above that point will die, so there is no need to remove everything growing on the tree. Instead, focus on removing everything from chest height down. This allows you to see very clearly if you missed any vines.

Depending on how old the vine is, you will need to use hand pruners, or a pruning saw to cut the vines. When using a pruning saw, be careful not to saw into the tree itself. Cut a vine at chest height and pull/peel the vine down past the base of the tree. If the vine is thick, cut it down to the base of the tree. You can then either leave the stump (cut-and-leave) or treat the stump (cut-and-treat) with a high concentration (between 20-50%) glyphosate solution to prevent regrowth. If you treat the stump, exercise extreme caution. Do not get herbicide anywhere but on the stump or it could impact the health of your tree.



Tree trunk covered in climbing English ivy vines.



Use hand pruners to sever smaller vines at chest height.



Use a hand saw to cut larger vines at chest height.



Apply herbicide directly to stem within 5-10 minutes of cutting. Be careful not to get the herbicide on anything by the English ivy stem, especially the tree it is growing on.



All English ivy vines from chest height to tree base have been removed.

Check out [this video](#) of Fernbank Museum of Natural History Ecologist, Eli Dickerson demonstrating how to remove English Ivy from trees.

Hand-Pull Ground Vines



A thick mat of ground layer English ivy.

The most effective way to remove this invasive vine growing in the ground layer is to hand-pull and uproot an area. Although this can be time-consuming, you will have the least amount of regrowth and damage to native plants. In areas where thick mats have formed, a hard rake can be helpful in getting started. This tool does not really help uproot the plant, but it clears away a lot of the vines to make hand-pulling easier.



Using a hard rake to break up the thick mat of English ivy.

When uprooting plants, be sure to tug at one vine at a time to limit the amount of soil disturbance. After removing a segment shake the excess dirt off the roots and toss into a pile to dry out so it cannot regrow. If you have the ability to bag the vines and take off-site, you will not have to worry about segments rerooting.



Uprooted segments should have roots still attached to the vine.

“Category” refers to description of invasiveness based on information from the Georgia and North Carolina Exotic Pest Plant Council (EPPC) and do not necessarily reflect the severity of invasions in Atlanta specifically. View our Resource “[Atlanta’s Top Invasive Plants \(A to Z\) Expanded List](#)” for more information.

A great opportunity to learn is volunteering with us at a Forest Restoration project. Please view our [Calendar](#) of upcoming service projects or consider enrolling in our annual [Forest Stewardship](#) training program. For other species removal, also read: [How to Remove Our Top 10 Invasive Plants](#).

If you have any questions about this guide please email restoration@treesatlanta.org.



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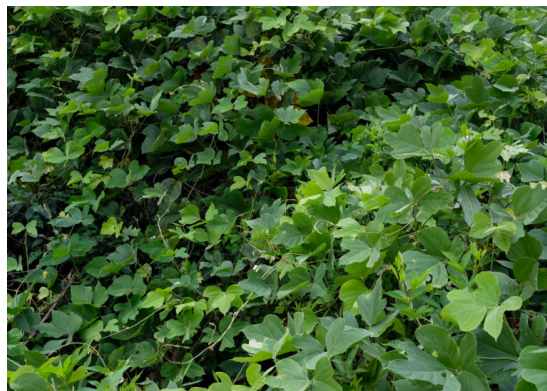
How to Remove Kudzu

These recommendations are primarily for homeowners and communities that would like to start working in their neighborhood greenspace. For each species we recommend herbicide-free control methods, but have added an herbicide option for some species for those who are comfortable using them. These methods were selected while keeping in mind limiting soil disturbance, reducing herbicide use, and avoiding harm to other species that may be present whether they be other plants/animals. Manual removal is possible for all of them if you have the time. If the infestation is overwhelmingly severe or these tips aren't proving effective, we suggest you consider qualified professional services.

Kudzu

Pueraria montana – Georgia EPPC Category 1 (serious problem in Georgia)

Removal of this species is rated as hard because removal is possible but difficult without professional treatment.



Kudzu

Cut and Treat

Kudzu quickly climbs mature trees to reach sunlight and can completely cover canopies. To stop this, sever vines at the base of trees. Do not attempt to pull vines down that are above your reach. Cutting at the base will kill the vine above the cut, and they will eventually dry up and fall off.



Kudzu vine climbing up a tree near the forest edge.



Use pruners or a hand saw to cut the climbing vine at chest height.

Follow vines down to the ground until you find the nodes/crown. Use a handsaw to cut into the node/crown and treat with herbicide. We use a high concentrate (between 20-50%), glyphosate based solution and add in an indicator dye to keep track of what has been treated. Be sure not to spray the herbicide anywhere but on the woody stem. Treat within 5-10 minutes, otherwise the wound will dry and the herbicide will not be absorbed.



Pull back vine to get a clean cut, and cut vine as close to the ground as possible.



Directly apply herbicide within 5-10 minutes of cutting.

Dig Up Crown

If you prefer not to use chemicals, find the node/crown—the bulb-like feature at the top of the root system where energy is stored that many vines stem from—and dig around the crown to remove it from the taproots. Pull up the crown and remove any dirt. This method can be effective, but is very labor intensive. This method causes a lot of soil disturbance and is not ideal on steep slopes or by streams where erosion is a concern.

Grazing

Hiring a herd of goats or sheep is a great option for an area that is completely covered with Kudzu. They do a tremendous job clearing all of the herbaceous vines. Cutting and treating or digging up kudzu nodes/crowns is much easier with all of the leaves and herbaceous vines cleared. This technique is also used before professional treatment to make access easier.

"Category" refers to description of invasiveness based on information from the Georgia and North Carolina Exotic Pest Plant Council (EPPC) and do not necessarily reflect the severity of invasions in Atlanta specifically. View our Resource ["Atlanta's Top Invasive Plants \(A to Z\) Expanded List"](#) for more information.

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MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: November 13, 2023
RE: Memo for Bid award #2023-026: Juliette Road Resurfacing and Safety Improvements

Description for on the Agenda:

Bid award for Juliette Road Resurfacing and Safety Improvements

Issue:

Bid award #2023-026: Juliette Road Resurfacing and Safety Improvements

Recommendation:

Staff recommends that the bid be awarded to CW Matthews Contracting in the amount of \$1,149,111.99.

Background:

Juliette Road is currently a 4-lane roadway with a center median. Traffic volumes do not warrant a 4-lane roadway. In conjunction with resurfacing Juliette Road there is an opportunity to implement safety improvements. These improvements include restriping the road for one thru lane in each direction, installing 5' wide bike lanes on each side, and installing an all-way stop at the intersection of Juliette Road and Stone Mill Way.

Summary:

Six bids were received:

1. BALDWIN PAVING	\$1,455,565.16
2. C.W. MATTHEWS CONT CO.	\$1,149,111.99
3. VERTICAL EARTH	\$1,244,901.09
4. SUMMIT CONST & DEV	\$1,199,874.40
5. CONSTRUCTION 57	\$1,352,153.80
6. DAF CONCRETE	\$1,986,750.00

Financial Impact:

\$1,148,111.99 will be funded from the Juliette Road capital project account (CE2304, 300-4100.54.14000)



CONTRACT AGREEMENT

ITB 2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

This Agreement made and entered into this ___ day of ____ in the year 202_; by and between the City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Pkwy Suite 350, Tucker, Georgia 30084 and 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 #2023-026** to be issued soliciting bids from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with these specifications. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a bid in response to **ITB #2023-026**; and

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

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

1.0 Scope of Work

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

EXHIBIT A - SCOPE OF SERVICE

EXHIBIT B - COST PROPOSAL

EXHIBIT C- W-9

EXHIBIT D - CERTIFICATE OF INSURANCE

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

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 \$ **1,149,111.99**.

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

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

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

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

4.0 Duration of Contract

- 4.1.** Contract Term. The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution. The term of this contract shall align with the City's fiscal year from July 1 to June 30 and shall be from commencement of services and until all services are rendered. All invoices postmarked by the City during said term shall be filled at the contract price.
- 4.2.** Contract Extension. If 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

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

Exhibit A:
Project Specifications/Scope of Work
ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, resurfacing, striping, and minor concrete and traffic signal work on Juliette Road from E Ponce de Leon Avenue to the US 78 overpass.

The complete scope, specifications, and other relevant information for ITB 2023-026 Juliette Road Resurfacing and Safety Improvements 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 #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

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 #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

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

Exhibit A**Project Specifications/Scope of Work****ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS**

traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

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

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

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

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

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

ADJUSTING UTILITY STRUCTURES TO GRADE

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

THERMOPLASTIC PAVEMENT MARKINGS

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

Exhibit A
Project Specifications/Scope of Work
ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

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

CLEANUP

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

SAFETY

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

SPECIAL CONDITIONS

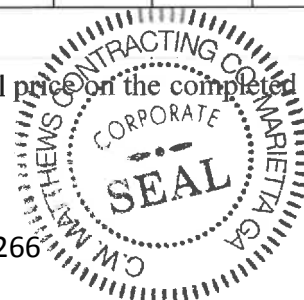
1. Juliette Road will require 2.5" milling and overlay with 2.5" of 12.5mm topping. A detailed estimate of quantities is shown in Exhibit B. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector. 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. The 19mm asphalt is the patching item.
6. The use of a MTV (Shuttle Buggy) is not required.
7. A catch basin is required at Sta 109+75 at the northbound median curb. There is a low point that is holding water. The catch basin can be dropped into an existing cross drain at that location.
8. No landscape improvements, other than grassing and sod, is to be included in this project.
9. Quantities in Exhibit B may vary slightly from those shown on the plans. Use the quantities in Exhibit B for pricing this project.

ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

Exhibit B: Cost Proposal

Pay Item	Description	Unit	Quantity	Unit Cost	TOTAL COST
	<u>TRAFFIC CONTROL</u>				
150-1000	TRAFFIC CONTROL - USER UNIT PRICE	LS	1	203,985.10	203,985.10
	<u>GRADING COMPLETE</u>				
210-0100	GRADING COMPLETE - USER UNIT PRICE	LS	1	74,519.74	74,519.74
	<u>ROADWAY ITEMS</u>				
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	48	60.75	2,916.00
402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, TYPE II, GP2 ONLY, INCL	TN	3,910	110.19	430,842.90
402-3190	RECYCLED ASPH CONC 19 MM MIX, GP 1 OR 2, INCL BITUM MATL & H	TN	625	156.72	97,950.00
413-0750	TACK COAT	GL	2,222	2.68	5,954.96
432-0210	MILL ASPH CONC PVM T, 2 1/2 IN DEPTH	SY	28,436	5.77	164,075.72
441-0104	CONCRETE SIDEWALK, 4 IN	SY	104	135.16	14,056.64
999-5200	DETECTABLE WARNING SURFACE	EA	8	467.75	3,742.00
441-0748	CONCRETE MEDIAN, 6 IN	SY	43	135.81	5,839.83
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	130	51.41	6,683.30
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	172	61.43	10,565.96
	<u>TRAFFIC SIGNAL/ITS ITEMS</u>				
647-1030	RRFB INSTALLATION NO. 1 - JULIETTE RD AT TREE MOUNTAIN PKWY	LS	1	21,680.00	21,680.00
647-6250	LOOP DETECTOR, 6 FT X 40 FT, BIPOLE	EA	2	2,100.00	4,200.00
647-9999	FLASHING R1-1 COMPLETE	LS	2	3,693.00	7,386.00
	<u>SIGNING AND MARKING ITEMS</u>				
610-9001	REM SIGN	EA	1	155.00	155.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	101	20.00	2,020.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	131	21.40	2,803.40
636-2070	GALV STEEL POSTS, TP 7	LF	242	8.62	2,086.04
636-4104	PLASTIC FLEXIBLE DELINEATOR	EA	15	165.40	2,481.00
652-9000	TRAFFIC STRIPE, GREEN	SY	135	70.00	9,450.00
653-0100	PAVEMENT MARKING RR-HWY CROSSING SYMBOL	EA	1	950.00	950.00
653-0105	PAVEMENT MARKING, BIKE SHARED LANE SYMBOL	EA	1	750.00	750.00
653-0110	THERMOPLASTIC PVM T MARKING, ARROW, TP 1	EA	14	120.00	1,680.00
653-0120	THERMOPLASTIC PVM T MARKING, ARROW, TP 2	EA	4	125.00	500.00
653-0130	THERMOPLASTIC PVM T MARKING, ARROW, TP 3	EA	2	350.00	700.00
653-0320	THERMOPLASTIC PVM T MARKING, SYMBOL, TP 4	EA	16	475.00	7,600.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	9,000	0.60	5,400.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	8,600	0.60	5,160.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	120	10.00	1,200.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,660	2.85	4,731.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	420	0.60	252.00
653-4503	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	GLF	542	0.95	514.90
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	4,024	6.00	24,144.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	312	6.00	1,872.00
654-1001	RAISED PAVEMENT MARKERS TP 1	EA	216	6.25	1,350.00
654-1003	RAISED PAVEMENT MARKERS TP 3	EA	114	6.25	712.50
657-1110	PREFORMED PLASTIC SOLID PVM T MKG, 11 IN, CONTRAST (BLACK-	LF	420	18.50	7,770.00
	<u>DRAINAGE ITEMS</u>				
668-1100	CATCH BASIN, GP 1	EA	1	10,432.00	10,432.00
	TOTAL				\$ 1,149,111.99

*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

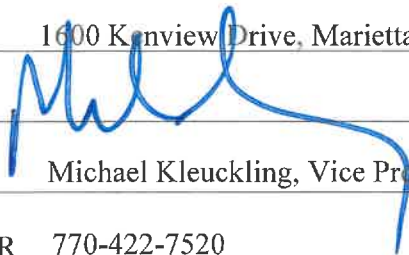
In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

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





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **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. 2316688
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 12, 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary⁶

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

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 ☐ 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.

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 ▶ October 12, 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 # 2023-026; Juliette Road Resurfacing and Safety Improvements.

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@tuckerqa.gov

DATE ISSUED: October 3, 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 #2023-026 Juliette Road Resurfacing and Safety Improvements

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

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

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
Printed Name (of Authorized Officer or Agent of Contractor)
[Signature]
Signature (of Authorized Officer or Agent)

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

October 12, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF October, 20 23

Brenda B. Nation
Notary Public Brenda B. Nation

My Commission Expires: July 22, 2024

[NOTARY SEAL]





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	C.W. Matthews Contracting Co., Inc
Subcontractor's (Your) Name	ELIJAH L JONES
Solicitation/Bid number or Project Description:	JUL12772 RD

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:

46334

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

6/29/07

Date of Authorization

Name of Subcontractor

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

ELIJAH L JONES

Printed Name (of Authorized Officer or Agent of Contractor)

Pres.

Title (of Authorized Officer or Agent of Contractor)

10/10/23

Date Signed

Signature (of Authorized Officer or Agent)

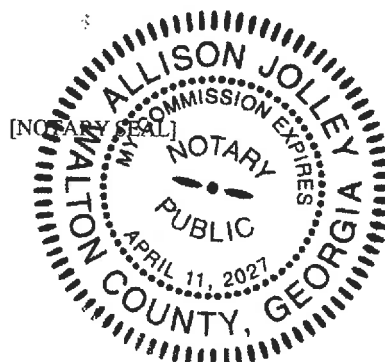
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10th DAY OF October, 2023

Notary Public

My Commission Expires:

4-11-27





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:	C.W. Matthews Contracting Co., Inc.
Subcontractor's (Your) Name	Tidwell Trafficsolutions Inc
Solicitation/Bid number or Project Description:	Juliette Rd.

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:

938085

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

Tidwell Traffic Solutions, Inc.

Name of Subcontractor

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

Lindsey Tidwell

Printed Name (of Authorized Officer or Agent of Contractor)

Lindsey Tidwell

Signature (of Authorized Officer or Agent)

1/14/16

Date of Authorization

President

Title (of Authorized Officer or Agent of Contractor)

10/11/2023

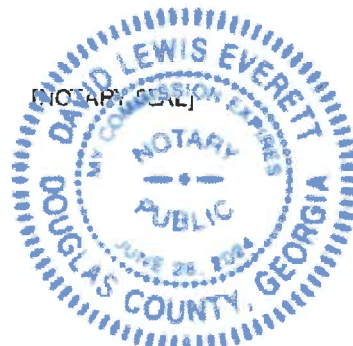
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11 DAY OF October, 2023

Notary Public

My Commission Expires: 6-28-2024



NOTARY 10/25/2023



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 SERVICE INC
Solicitation/Bid number or Project Description:	TO #4, JULIETTE RD

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:

182906
 Federal Work Authorization User Identification Number
 (EEV/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)

 Signature (of Authorized Officer or Agent)

PRESIDENT
 Title (of Authorized Officer or Agent of Contractor)

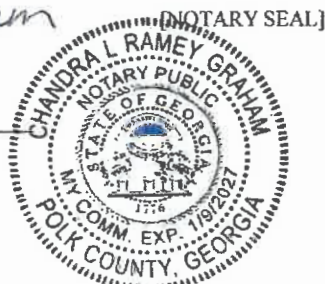
10/11/2023
 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11 DAY OF OCT, 2023

 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:	C W Matthews
Subcontractor's (Your) Name	Sunbelt Traffic LLC
Solicitation/Bid number or Project Description:	Tullette Rd-City of Tucker

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:

791-221
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Sunbelt Traffic
Name of Subcontractor

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

David A Smith
Printed Name (of Authorized Officer or Agent of Contractor)

David A Smith
Signature (of Authorized Officer or Agent)

6-19-14
Date of Authorization

Owner
Title (of Authorized Officer or Agent of Contractor)

10/11/23
Date Signed

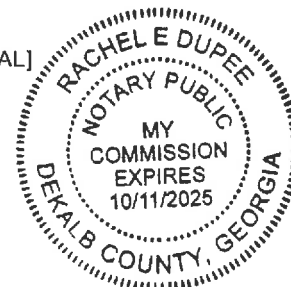
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11th DAY OF October, 2023

Rachel E Dupee
Notary Public

My Commission Expires: Oct. 11, 2025

[NOTARY SEAL]



Contact Information Form

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

Full Legal Name of Company: C. W. MATTHEWS CONTRACTING CO., INC.

Contractor Information:

Primary Contact Person: 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 30060

E-mail Address: mikek@cwmatthews.com

Federal Employee ID Number (FEIN): 58-0652729

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB# 2023-026

Juliette Road Resurfacing and Safety Improvements

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.

CONTACT PERSON: Michael Kleuckling, Vice President

ADDRESS: 1600 Kenview Drive

CITY: Marietta STATE: Georgia ZIP: 30060

PHONE: 770-422-7520 FAX: 770-422-9361

EMAIL ADDRESS: mikek@cwmatthews.com

Michael Kleuckling, Vice President October 12, 2023
SIGNATURE DATE



According to Bidnet Direct there are 3 Addendum posted for this bid. Addendum No. 1 posted September 14, 2023 at 1:15 pm which are Revised Bid Manual. Addendum No. 2 posted September 15, 2023 at 9:50 am which are Plans. Addendum No. 3 posted September 27, 2023 at 10:23 am which is this page and the following 2 pages of Questions and Answers.

ITB #2023-026
ADDENDUM #1

	QUESTION	ANSWER
1	On Sheet 26-0001 of the plans, it shows MMA material being used for the Bike Box and it also references Sheet 04-0001 for details, but Sheet 04-0001 does not give any references to MMA material. Will MMA material be required for the green on this project or will Hot Applied Thermoplastic (with skip resistance) be an acceptable alternative?	MMA material is required for the green bike box and symbols.
2	Please clarify which asphalt mix is to be used. The proposal states 2.5" of 12.5mm and the plans state 2.5" of 9.5mm TP2. It is assumed that the 12.5mm is this correct?	12.mm is the correct mix.
3	Will the contractor be allowed to place the 12.5mm in (1) lift?	The 2.5" can be placed in one lift.
4	The proposal states that the 19mm pay item (402-3190) is for the patching on the project. That item should be identified as Patching (402-1802) – includes the milling.	The correct item code for patching should be 402-1802
5	On page 8 of the proposal #8 states that "NO LANDSCAPE IMPROVEMENTS, OTHER THAN GRASSING AND SOD, IS TO BE INCLUDED IN THIS PROJECT". <ul style="list-style-type: none"> Looks like the Landscape Plans should be ignored – correct? What will be the location or locations for the grassing and sod – please clarify? 	The landscaping will be bid under a separate contract. Only minor sod installation is required around disturbed areas such as ADA ramps and catch basin installation.

ITB #2023-026
ADDENDUM #1

6	Will the tree at station 109+75 need to be removed so the catch basin can be installed?	The tree could be removed by the contractor if necessary, but it does not appear to be in conflict with the catch basin installation.
7	It looks like the GAB item is for placing GAB under the 8" x 24" curb & gutter. Is this correct?	GAB is to be used for curb & gutter base stabilization.
8	What should the Grading Complete item cover? Please clarify.	Grading Complete is a general category for minor grading required for ADA ramps, minor median work, and one catch basin.
9	Will the contractor be required to post mount the advanced warning signs, or can these signs be mounted on a tripod stand?	Post mounted signs are required.
10	Will the contractor be required to mill and pave into the side roads?	No.
11	Will the contractor be required to mill and pave into any driveways?	No.
12	The plans state that the work hours on this project will be 9am to 4pm (Mon-Fri), but the proposal states that the work hours are 8 am to 7 pm (Mon-Fri). Which is correct?	Allowable work hours are 8 a.m. to 7 p.m. Lane closures are allowed from 9 a.m. to 4 p.m.

STATE OF GEORGIA

CITY OF TUCKER

RESOLUTION R2023-11-25

**A RESOLUTION TO APPROVE A CONTRACT FOR JULIETTE ROAD
RESURFACING AND SAFETY IMPROVEMENTS PROJECT ITB #2023-026**

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 CW Matthews; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tucker while at a regular meeting on November 13, 2023 that by passage of this Resolution contract C2023-026-PO24-603 is hereby approved by the governing authority.

APPROVED:

Frank Auman, Mayor

ATTEST:

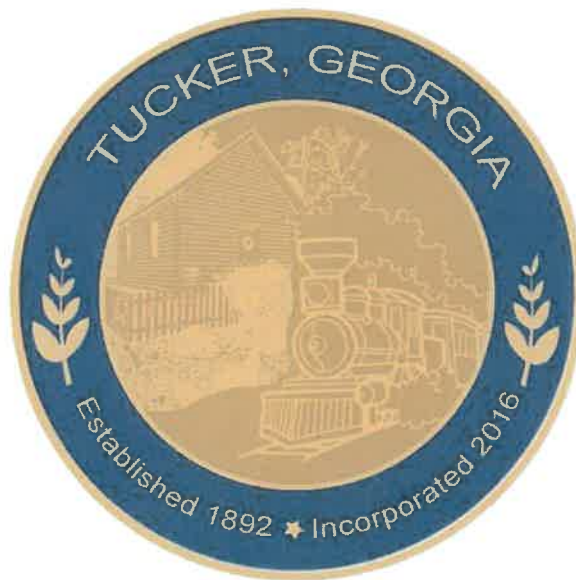
Bonnie Warne, City Clerk

(seal)

City of Tucker

Invitation to Bid
ITB # 2023-026

JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30264

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



City of Tucker Invitation to Bid
ITB #2023-026
JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the Juliete Road Resurfacing and Safety Improvements. 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	September 14, 2023
Pre-Bid Conference	N/A
Deadline for Questions	September 26, 2023, at 5:00 p.m.
Responses to Questions Posted (Addenda)	September 28, 2023
Bid Deadline	October 12, 2023, at 1:00 p.m.
Award at Council Meeting	November 13, 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 #2023-026.

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 #2023-026. 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

ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

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

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

Exhibit A:
Project Specifications/Scope of Work
ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the milling, patching, resurfacing, striping, and minor concrete and traffic signal work on Juliette Road from E Ponce de Leon Avenue to the US 78 overpass.

The complete scope, specifications, and other relevant information for ITB 2023-026 Juliette Road Resurfacing and Safety Improvements 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 #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

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 #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

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

Exhibit A**Project Specifications/Scope of Work****ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS**

traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

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

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

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

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

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

ADJUSTING UTILITY STRUCTURES TO GRADE

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

THERMOPLASTIC PAVEMENT MARKINGS

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

Exhibit A

Project Specifications/Scope of Work

ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

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

CLEANUP

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

SAFETY

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

SPECIAL CONDITIONS

1. Juliette Road will require 2.5" milling and overlay with 2.5" of 12.5mm topping. A detailed estimate of quantities is shown in Exhibit B. Actual field quantities may vary depending on field evaluations and engineering judgement by City staff.
2. No compaction tests will be required other than a proof roll.
3. All milled areas should be topped as soon as possible, generally by the next day.
4. All paving will require smooth transition joints at side streets.
5. Patching depth will vary depending on the conditions determined by the City inspector. 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. The 19mm asphalt is the patching item.
6. The use of a MTV (Shuttle Buggy) is not required.
7. A catch basin is required at Sta 109+75 at the northbound median curb. There is a low point that is holding water. The catch basin can be dropped into an existing cross drain at that location.
8. No landscape improvements, other than grassing and sod, is to be included in this project.
9. Quantities in Exhibit B may vary slightly from those shown on the plans. Use the quantities in Exhibit B for pricing this project.

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB# 2023-026

Juliette Road Resurfacing and Safety Improvements

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.

CONTACT PERSON: Michael Kleuckling, Vice President

ADDRESS: 1600 Kenview Drive

CITY: Marietta STATE: Georgia ZIP: 30060

PHONE: 770-422-7520 FAX: 770-422-9361

EMAIL ADDRESS: mikek@cwmatthews.com

Michael Kleuckling, Vice President October 12, 2023
SIGNATURE DATE



According to Bidnet Direct there are 3 Addendum posted for this bid. Addendum No. 1 posted September 14, 2023 at 1:15 pm which are Revised Bid Manual. Addendum No. 2 posted September 15, 2023 at 9:50 am which are Plans. Addendum No. 3 posted September 27, 2023 at 10:23 am which is this page and the following 2 pages of Questions and Answers.

ITB #2023-026
ADDENDUM #1

	QUESTION	ANSWER
1	On Sheet 26-0001 of the plans, it shows MMA material being used for the Bike Box and it also references Sheet 04-0001 for details, but Sheet 04-0001 does not give any references to MMA material. Will MMA material be required for the green on this project or will Hot Applied Thermoplastic (with skip resistance) be an acceptable alternative?	MMA material is required for the green bike box and symbols.
2	Please clarify which asphalt mix is to be used. The proposal states 2.5" of 12.5mm and the plans state 2.5" of 9.5mm TP2. It is assumed that the 12.5mm is this correct?	12.mm is the correct mix.
3	Will the contractor be allowed to place the 12.5mm in (1) lift?	The 2.5" can be placed in one lift.
4	The proposal states that the 19mm pay item (402-3190) is for the patching on the project. That item should be identified as Patching (402-1802) – includes the milling.	The correct item code for patching should be 402-1802
5	On page 8 of the proposal #8 states that "NO LANDSCAPE IMPROVEMENTS, OTHER THAN GRASSING AND SOD, IS TO BE INCLUDED IN THIS PROJECT". <ul style="list-style-type: none"> • Looks like the Landscape Plans should be ignored – correct? • What will be the location or locations for the grassing and sod – please clarify? 	The landscaping will be bid under a separate contract. Only minor sod installation is required around disturbed areas such as ADA ramps and catch basin installation.

ITB #2023-026
ADDENDUM #1

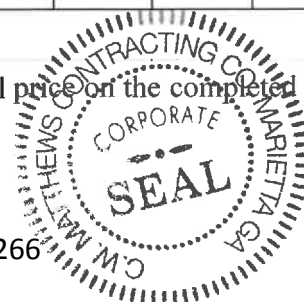
6	Will the tree at station 109+75 need to be removed so the catch basin can be installed?	The tree could be removed by the contractor if necessary, but it does not appear to be in conflict with the catch basin installation.
7	It looks like the GAB item is for placing GAB under the 8" x 24" curb & gutter. Is this correct?	GAB is to be used for curb & gutter base stabilization.
8	What should the Grading Complete item cover? Please clarify.	Grading Complete is a general category for minor grading required for ADA ramps, minor median work, and one catch basin.
9	Will the contractor be required to post mount the advanced warning signs, or can these signs be mounted on a tripod stand?	Post mounted signs are required.
10	Will the contractor be required to mill and pave into the side roads?	No.
11	Will the contractor be required to mill and pave into any driveways?	No.
12	The plans state that the work hours on this project will be 9am to 4pm (Mon-Fri), but the proposal states that the work hours are 8 am to 7 pm (Mon-Fri). Which is correct?	Allowable work hours are 8 a.m. to 7 p.m. Lane closures are allowed from 9 a.m. to 4 p.m.

ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

Exhibit B: Cost Proposal

Pay Item	Description	Unit	Quantity	Unit Cost	TOTAL COST
	<u>TRAFFIC CONTROL</u>				
150-1000	TRAFFIC CONTROL - USER UNIT PRICE	LS	1	203,985.10	203,985.10
	<u>GRADING COMPLETE</u>				
210-0100	GRADING COMPLETE - USER UNIT PRICE	LS	1	74,519.74	74,519.74
	<u>ROADWAY ITEMS</u>				
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	48	60.75	2,916.00
402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, TYPE II, GP2 ONLY, INCL	TN	3,910	110.19	430,842.90
402-3190	RECYCLED ASPH CONC 19 MM MIX, GP 1 OR 2, INCL BITUM MATL & H	TN	625	156.72	97,950.00
413-0750	TACK COAT	GL	2,222	2.68	5,954.96
432-0210	MILL ASPH CONC PVM T, 2 1/2 IN DEPTH	SY	28,436	5.77	164,075.72
441-0104	CONCRETE SIDEWALK, 4 IN	SY	104	135.16	14,056.64
999-5200	DETECTABLE WARNING SURFACE	EA	8	467.75	3,742.00
441-0748	CONCRETE MEDIAN, 6 IN	SY	43	135.81	5,839.83
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	130	51.41	6,683.30
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	172	61.43	10,565.96
	<u>TRAFFIC SIGNAL/ITS ITEMS</u>				
647-1030	RRFB INSTALLATION NO. 1 - JULIETTE RD AT TREE MOUNTAIN PKWY	LS	1	21,680.00	21,680.00
647-6250	LOOP DETECTOR, 6 FT X 40 FT, BIPOLE	EA	2	2,100.00	4,200.00
647-9999	FLASHING R1-1 COMPLETE	LS	2	3,693.00	7,386.00
	<u>SIGNING AND MARKING ITEMS</u>				
610-9001	REM SIGN	EA	1	155.00	155.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	101	20.00	2,020.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	131	21.40	2,803.40
636-2070	GALV STEEL POSTS, TP 7	LF	242	8.62	2,086.04
636-4104	PLASTIC FLEXIBLE DELINEATOR	EA	15	165.40	2,481.00
652-9000	TRAFFIC STRIPE, GREEN	SY	135	70.00	9,450.00
653-0100	PAVEMENT MARKING RR-HWY CROSSING SYMBOL	EA	1	950.00	950.00
653-0105	PAVEMENT MARKING, BIKE SHARED LANE SYMBOL	EA	1	750.00	750.00
653-0110	THERMOPLASTIC PVM T MARKING, ARROW, TP 1	EA	14	120.00	1,680.00
653-0120	THERMOPLASTIC PVM T MARKING, ARROW, TP 2	EA	4	125.00	500.00
653-0130	THERMOPLASTIC PVM T MARKING, ARROW, TP 3	EA	2	350.00	700.00
653-0320	THERMOPLASTIC PVM T MARKING, SYMBOL, TP 4	EA	16	475.00	7,600.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	9,000	0.60	5,400.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	8,600	0.60	5,160.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	120	10.00	1,200.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,660	2.85	4,731.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	420	0.60	252.00
653-4503	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	GLF	542	0.95	514.90
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	4,024	6.00	24,144.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	312	6.00	1,872.00
654-1001	RAISED PAVEMENT MARKERS TP 1	EA	216	6.25	1,350.00
654-1003	RAISED PAVEMENT MARKERS TP 3	EA	114	6.25	712.50
657-1110	PREFORMED PLASTIC SOLID PVM T MKG, 11 IN, CONTRAST (BLACK-	LF	420	18.50	7,770.00
	<u>DRAINAGE ITEMS</u>				
668-1100	CATCH BASIN, GP 1	EA	1	10,432.00	10,432.00
	TOTAL				\$ 1,149,111.99

*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

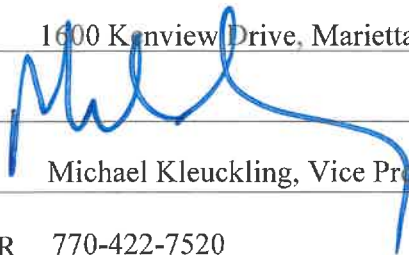
In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

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



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 Obligee) City of Tucker Georgia

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

Hereinafter referred to as Obligees, in the penal sum of Five Percent Of The Total Amount Bid (5%)
_____ 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 # 2023-026
JULIETTE ROAD RESURFACING AND SAFETY IMPROVEMENTS

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

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

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

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

Signed, sealed, and dated this 12 day of October A.D., 2023.

ATTEST:


(Principal Secretary) Michael D. Bell

Brenda B. Nation
(Witness to Principal) Brenda B. Nation
1600 Kenview Drive, Marietta, GA 30060
(Address)

C.W. Matthews Contracting Co., Inc.

(Principal)

BY: Michael Kreueckling

Michael Kreueckling, Vice President

1600 Kenview Drive, Marietta, GA 30060
(Address)

Federal Insurance Company

(Surety)

ATTEST:

BY: Holli Orr

(Attorney-in-Fact) and Resident Agent, Holli Orr

Jennifer Westmoreland
(Attorney-in-Fact) Jennifer Westmoreland

3330 Cumberland Blvd SE, Suite 675, Atlanta, Georgia 30339
(Address)

(SEAL)

Ryan Gray
(Witness as to Surety)

Ryan Gray, Witness as to Surety



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint 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. 2316688
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 12, 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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. C. W. MATTHEWS CONTRACTING CO., INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. P. O. BOX 970 6 City, state, and ZIP code MARIETTA, GEORGIA 30061	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

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 ► October 12, 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 # 2023-026; Juliette Road Resurfacing and Safety Improvements.

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@tuckerqa.gov

DATE ISSUED: October 3, 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 #2023-026 Juliette Road Resurfacing and Safety Improvements

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

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

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
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)

October 12, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF October, 20 23

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

My Commission Expires: July 22, 2024

[NOTARY SEAL]





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	C.W. Matthews Contracting Co., Inc
Subcontractor's (Your) Name	ELIJAH L JONES
Solicitation/Bid number or Project Description:	JUL12772 RD

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:

46334

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

6/29/07

Date of Authorization

Name of Subcontractor

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

ELIJAH L JONES

Printed Name (of Authorized Officer or Agent of Contractor)

Pres.

Title (of Authorized Officer or Agent of Contractor)

10/10/23

Date Signed

Signature (of Authorized Officer or Agent)

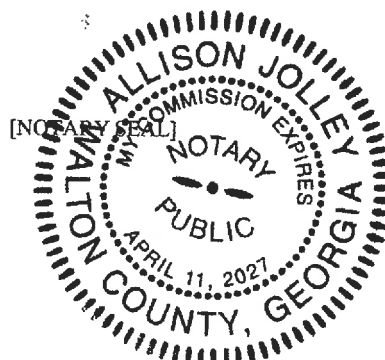
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10th DAY OF October, 2023

Notary Public

My Commission Expires:

4-11-27





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:	C.W. Matthews Contracting Co., Inc.
Subcontractor's (Your) Name	Tidwell Trafficsolutions Inc
Solicitation/Bid number or Project Description:	Juliette Rd.

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:

938085

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

Tidwell Traffic Solutions, Inc.

Name of Subcontractor

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

Lindsey Tidwell

Printed Name (of Authorized Officer or Agent of Contractor)

Lindsey Tidwell
Signature (of Authorized Officer or Agent)

1/14/16

Date of Authorization

President

Title (of Authorized Officer or Agent of Contractor)

10/11/2023

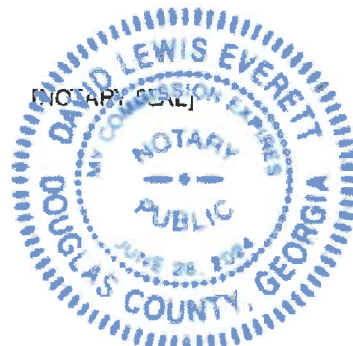
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11 DAY OF October, 2023

[Signature]
Notary Public

My Commission Expires: 6-28-2024



NOTARY 10/25/2023



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 SERVICE INC
Solicitation/Bid number or Project Description:	TO #4, JULIETTE RD

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:

182906
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

1/28/2009

Date of Authorization

HIGHWAY SERVICES INC

Name of Subcontractor

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

KIM B COLEMAN

PRESIDENT

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Kim B. Coleman

10/11/2023

Signature (of Authorized Officer or Agent)

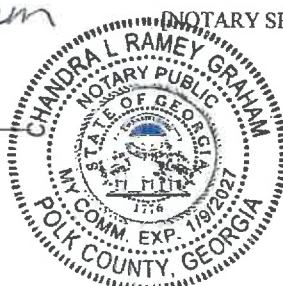
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11 DAY OF OCT, 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
Subcontractor's (Your) Name	Sunbelt Traffic LLC
Solicitation/Bid number or Project Description:	Tullette Rd-City of Tucker

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:

791-221
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

6-19-14
Date of Authorization

Sunbelt Traffic
Name of Subcontractor

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

David A Smith
Printed Name (of Authorized Officer or Agent of Contractor)

Owner
Title (of Authorized Officer or Agent of Contractor)

David A Smith
Signature (of Authorized Officer or Agent)

10/11/23
Date Signed

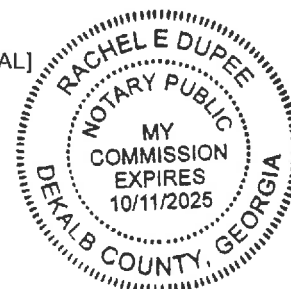
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11th DAY OF October, 2023

Rachel E Dupee
Notary Public

My Commission Expires: Oct. 11, 2025

[NOTARY SEAL]



10/11/2023

Contact Information Form

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

Full Legal Name of Company: C. W. MATTHEWS CONTRACTING CO., INC.

Contractor Information:

Primary Contact Person: 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 30060

E-mail Address: mikek@cwmatthews.com

Federal Employee ID Number (FEIN): 58-0652729

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

8. List of Proposed Subcontractors for

City of Tucker – ITB NO. 2023-026, Juliette Road Resurfacing and Safety Improvements

Name of Subcontractor

Type of Work

E.L. Jones Construction

Catch Basin

Tidwell Traffic Solutions

Pavement Markings

Highway Services, Inc.

Signs

Sunbelt Traffic

Traffic Signal/Traffic Signal Loops



C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
December 31, 2022

Page 180 of 266

CONTRACT NO.	DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
GOOD P/MT PRESERVATION SR 88, SR 328, SR 15, JACKSON		824,100	PAVEMENT PRESERVATION	GEORGIA DOT	Blake Jennings	706-583-3644
D2875, TWIN BRANCHES CIRCLE DRAINAGE, COBB EMERGENCY		406,715	DRAINAGE REPAIR	COBB COUNTY DOT	DENISE HATABIAN	770-528-3594
HARALSON COUNTY LMIG & TSP/POST ROAD PROJECT 2022		2,353,697	MILLING/RESURFACING	HARALSON COUNTY COB	Terry Edwards	770-846-3278
GOOD P/MT PRESERVATION SR 80, LUMPKIN		488,523	PAVEMENT PRESERVATION	GEORGIA DOT	Rubon McCullers	770-316-4343
2022 RECLAMATION & RESURFACING VARIOUS ROADS, LAMAR		1,276,753	RESURFACING	LAMAR COUNTY BOC	JAMES RIGDON	770-356-5090
T-North PB3 Foundations-Sub To Player & Company		190,875	FOUNDATION DEMO & INSTALL	CITY OF ATLANTA	BRIAN RIESCHAR (PLAYER & COMPANY)	678-485-5301
2022 ASPHALT CONTRACT 1, PAULDING COUNTY		4,530,162	MILLING/RESURFACING	PAULDING COUNTY BOC	DERICK BAXTER	705-346-4848
GOOD P/MT PRESERVATION SR11, WHITE		576,820	PAVEMENT PRESERVATION	GEORGIA DOT	K'ichi Garmon	770-975-0352
NCCS MCPHAIL DRIVE, COBB		78,500	ROAD IMPROVEMENTS	NORTH COBB CHRISTIAN SCHOOL	TODD CLINGMAN	770-481-8803
TERMINAL B EMERGENCY REPAIRS		20,017	EMERGENCY REPAIR	CITY OF ATLANTA	Mich Garmon	705-346-4848
GOOD P/MT PRESERVATION SR 17, WHITE		1,066,050	PAVEMENT PRESERVATION	GEORGIA DOT	TIMOTHY SWINK	404-631-1367
GOOD P/MT PRESERVATION SR 115, WHITE		1,118,600	PAVEMENT PRESERVATION	COBB COUNTY DOT	DENISE HATABIAN	770-528-3656
GOOD P/MT PRESERVATION SR 115, WHITE		459,212	EMERGENCY REPAIR	CITY OF LAGRANGE	CHRIS PRATHER	770-302-2899
CITY OF LAGRANGE RENEWABLE FOG		148,264	MILLING/RESURFACING	CITY OF ATLANTA	BRIAN RIESCHAR (PLAYER & COMPANY)	678-485-5301
Fuel Slab Replacement (Player & Company)			FUEL SLAB REPLACEMENT			
		480,874,680				

* 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 2021

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
CITY OF ATLANTA FC-9403 VARIOUS ST RESURF, FULTON	14,383,616	STREET RESURFACING & MAINTENANCE	CITY OF ATLANTA	MICHAEL WORD	404-330-6204
CITY OF ALPHARETTA, RUCKER RD IMPR, ITB17-011	18,652,822	COORDIOR IMPROVEMENTS	CITY OF ALPHARETTA	AARON WADLEY	404-326-4522
FC-9682 CITY OF ATL LOCAL GROUP 2 RESURF, FULTON	3,683,335	RESURFACING	HOUSTON COUNTY PUBLIC WORK	JESSEE R. DAGEN	404-546-0110
CW112-02 BID 18-20 LAKE JOY RD IMP PHASE 4, HOUSTON	9,017,208	ROAD IMPROVEMENTS	BARTOW COUNTY COMMISSIONER	RONNIE HEALD	478-987-4280
CASS WHITE RD 0015144, BARTOW	7,712,061	IMPROVEMENTS	CITY OF POWDER SPRINGS	DAVID MOORE - SOUTHLAND ENGINEERING	770-387-0440
IFB17-004 CITY OF POWDER SPRINGS, COBB	2,024,663	WIDENING/RECONSTRUCTION	COBB COUNTY DOT	BUDDY ALLISON	770-971-5407
IFB17-004 HWY 41 OVER CSX RR, COBB	5,484,241	HIGHWAY BRIDGE REPLACEMENT	HOUSTON COUNTY PUBLIC WORKS	DENISE HATABIAN	770-528-3656
CHURCH ST WIDENING, HOUSTON	1,847,070	WIDENING	COBB COUNTY DOT	BRIAN JONES	478-542-2115
X2308 I-20 EASTBOUND RAMPS @ RIVERSIDE PKWY, COBB	2,950,980	THROUGHFARE IMPROVEMENTS	COBB COUNTY DOT	DENISE HATABIAN	770-528-3656
X2308 LOST MTN RD @ MIDWAY/MIRROR LAKE, COBB	1,387,442	INTERSECTION IMPROVEMENTS	COBB COUNTY DOT	DENISE HATABIAN	770-528-3656
#19-6448 NORTH APRON HANGAR AREA REHAB, COBB	2,321,495	AREA REHABILITATION	COBB COUNTY DOT	JAMES MORIN	770-636-9118
M005911 SR53, DAWSON/FORSYTH	5,614,828	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	GERALL SMALLS	770-535-5756
CW18-043 2018 SPLOST THOMPSON MILL RD WIDEN, HOUSTON	2,632,282	WIDENING	HOUSTON COUNTY PUBLIC WORKS	RICK SAUNDERS	478-553-1228
M005340 SR 109 RESURF/SHOULDER REHAB, LAMAR/PIKE	1,586,045	MILLING/RESURFACING/SURFACE TREATMENT	GEORGIA DOT	CHASTITY WALKER	706-648-6100
M005669 I-475 SR408 RESURF, BIBB/MONROE	20,514,088	MILLING/INLAY/ RESURFACING	GEORGIA DOT	KONATHAN GALVIN	478-757-2601
M005683 SR422/SR10 RESURF, CLARKE	10,786,150	MILLING/INLAY/ RESURFACING	GEORGIA DOT	JELVIN MULLINS	770-532-5500
M004808 SHOULDER REHAB I65/SR403, BANKS/FRANKLIN	19,041,300	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	JOEY DAVIS	706-384-7289
M006874 I-76 BUTTS/LAMAR/MONROE	24,629,704	MILLING/INLAY/ RESURFACING	GEORGIA DOT	THILLIE LOVETT	478-965-7151
M005826 SR11 RESURFACING, BIBB	9,047,584	MILLING/INLAY/ RESURFACING	GEORGIA DOT	CHRIS WOODS	770-216-3810
M005968 SR400 RESURFACING, FULTON	1,964,360	PAVEMENT REHAB	THOMASTON/UPSON COUNTY AIRPORT AUTHORITY	LESLEY WEAVER (CROY)	770-971-5407
RUNWAY 12/20 THOMASTON UPSON CO AIRPORT, UPSON	3,026,648	MILLING/INLAY/ RESURFACING	FAVETTE COUNTY BOC	CHRISTINA PILOTTI (CROY)	770-971-5407
0016058 ITB #1781-B FY2019 RESURFACING, FAYETTE	2,390,591	MILLING/INLAY/ RESURFACING	GEORGIA DOT	RAY SAPP	912-651-2144
M005919 SR21 N. OF SMITH AVE, CHATHAM	1,177,217	MILLING/INLAY/ RESURFACING	GEORGIA DOT	LINDSEY HOOKS	770-528-3232
M005943 SR 120 ALT BEGN AT SR 120 TO US 41 COBB PKWY,COBB	-	RESURFACING	TROUP COUNTY BOC	PATRICK CREWS	706-865-1610
# TROUP COUNTY RESURFACING, TROUP, 2020 5 YEAR CONTRACT	334,017	GRADING, RESURFACING	CITY OF PERRY	RONNIE KENT	478-872-2274
M005103 SR 14 RESURFACING, HARRIS/TROUP	3,275,681	MILLING/INLAY/ RESURFACING	GEORGIA DOT	WILLIAM BOYD	478-988-7151
M005300 SR224 RESURF & SHLDR REHAB, HOUSTON/MACON	4,944,410	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	BRANDON NASH	404-559-6699
M006040 US19/SR3 (HWY 41) MILL INLAY RESURF, CLAYTON	5,737,595	MILLING/INLAY/ RESURFACING	GEORGIA DOT	DALE FERRIS	404-559-6699
M006041 US19/SR3 (HWY 41) MILL INLAY RESURF, COBB	6,590,565	MILLING/INLAY/ RESURFACING	GEORGIA DOT	DALE FERRIS	404-559-6699
M006043 SR166 MILL & RESURF, DOUGLAS	3,252,632	RESURFACING	DEKALB COUNTY	DALE FERRIS	404-559-6699
20-101-257 PDK 111 TAXWAY IMP, DEKALB (Sub to Astra)	1,130,094	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	SHELLY MERENESS (Astra Group)	770-992-9300
M005636 SR184 AT SR17 TO SC LINE, STEPHENS	1,417,373	MILLING/RESURFACING	GEORGIA DOT	JILL GARLAND	770-532-5500
M005871 I-75/SR401 RESURFACING, MONROE	10,819,600	MILLING/RESURFACING	FULTON COUNTY DEPARTMENT OF PUBLIC WORKS	BEBE LOVE	478-985-7151
#201BT125648K-DB ROAD RESURF, FULTON	8,039,824	MILLING/RESURFACING	CARTERSVILLE-BARTOW COUNTY AIRPORT	LESLEY WEAVER (CROY)	770-971-5407
M006003-M006004 SR 113 SR274 CARROLL/HARALSON	337,804	RUNWAY PAVEMENT REHAB	GEORGIA DOT	ESTEVAN RODRIGUEZ	770-646-5522
0016885 VARIOUS COUNTY ROADS, HEARD	2,772,836	MILLING/RESURFACING/SHOULDER REHAB	GEORGIA DOT	KATHY ZAHUL	706-845-4115
M006007 US 27 SR1, CHATTOOGA/FLOYD	337,804	RESURFACING/SHOULDER REHAB	GEORGIA DOT	RUBIN MCCOLLORS	404-520-9427
M008001 SR 60 SPUR, FANNIN	3,380,347	RESURFACING & MAINTENANCE	GEORGIA DOT	GREG L. JONES	706-272-3211
M005908 SR 14, FULTON	1,404,379	RESURFACING & MAINTENANCE	GEORGIA DOT	ROBERT BELL	706-946-7521
M005906 SR 247, HOUSTON	3,388,023	MILLING/INLAY/ RESURFACING	GEORGIA DOT	ROBBIE BRITTAIN	770-533-7343
M005908 SR 616, PICKENS	5,505,959	MILLING/INLAY/ RESURFACING	GEORGIA DOT	JORDAN CLEMONT	770-387-3600
M005880 SR 15, FABUN	1,604,613	MILLING/INLAY/ RESURFACING	BANKS COUNTY	ERIN DECKER	706-671-0001
M006000 SR 62, GLIMMER	9,244,650	PAVEMENT MARKINGS UPGRADES	MACON-BIBB COUNTY	AISHA ANDERSON	478-671-7651
RFP 220-928 SR 59 ROUNDABOUT, BANKS (inside ROW)	4,344,200	CONSTRUCTION OF A ROUNDABOUT	CRAWFORD COUNTY BOC	HAYES HOFSTADTER	478-432-5748
2021 Paving Rbld, Macon/Bibb	1,147,682	MILLING/RESURFACING	REINICKE ATHENS, INC.	RYAN SIMMONS	478-757-1168
M005992 SR13, DEKALB	2,095,908	RESURFACING	GEORGIA DOT	KRAIG COLLINS	706-208-4323
2021 LMIG STREET IMP., CRAWFORD	542,257	CONSTRUCTION OF A ROUNDABOUT	GEORGIA DOT	AARON GILMORE	706-648-7631
RFP 220-928 SR 59 ROUNDABOUT, BANKS (Outside ROW)	395,753	PAVEMENT PRESERVATION	GEORGIA DOT	GEORGE JOHNSON	404-559-6699
GDOT PVTM PRESERVATION VAR ROUTES, HENRY/SPALDING	517,593	RESURFACING & MAINTENANCE	GEORGIA DOT	LESTER THOMPSON	770-964-2244
M005963 Resurfacing US 19/SR 3, Clayton	2,113,091	PAVEMENT PRESERVATION	CITY OF FAIRBURN	NANCY MOMICHAEL	706-628-4058
GDOT PVTM PRESERVATION SR80, FANNIN	559,741	PAVEMENT PRESERVATION	HARRIS COUNTY BOC	MELISSA BRASWELL	706-769-2044
GDOT PVTM PRESERVATION SR10, FANNIN	3,230,840	MILLING/RESURFACING	OCONEE COUNTY BOC	SAMANTHA HENRY	678-721-5374
IFB421-001 OAKLEY INDUSTRIAL BLVD, CITY OF FAIRBURN	2,609,663	MILLING/RESURFACING	GEORGIA DOT	SONIA GARLAND	706-348-4648
HARRIS CO. 2021 LMIG PAVING	902,610	MILLING/RESURFACING	GEORGIA DOT	HOPE COLE	706-875-3821
OCONEE CO. RESURFACING FY 2021 LMIG ADDED ROADS	3,652,258	MILLING/RESURFACING	HEARD COUNTY BOC	SONIA GARLAND	706-875-3821
GDOT PVTM PRESERVATION SR 4 BUS, WALKER	364,940	MILLING/RESURFACING	PAULDING COUNTY BOC	DERICK BAXTER	770-510-3209
GDOT PVTM PRESERVATION SR 2, RABUN	547,400	MILLING/RESURFACING	CITY OF ATLANTA	CRAG GARLAND	404-427-5375
ASPHALT RESURFACING VARIOUS ROADS, HEARD CO.	794,323	MILLING/RESURFACING	GEORGIA DOT	CRAG GARLAND	404-427-5375
GDOT PVTM PRESERVATION I-86 @ SR 20, GWINNETT	1,493,000	PAVEMENT PRESERVATION	GEORGIA DOT	BRIAN JOHNSON	706-845-4115
PAULDING CO. 2021 ASPHALT CONTRACT 1, PAULDING	3,975,274	MILLING/RESURFACING	CITY OF ATLANTA	TONY PETERS	404-431-3880
19009-FC-1190311, TAXIWAY & RUNWAY 8L-27R PAVEMENT REPL,2019	5,448,772	PAVEMENT REPLACEMENT	BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT	ADRIAN HARRIS	770-387-3680
20005-FC-1190579, AIRFIELD REPAIRS 19/20	3,420,127	AIRFIELD REPAIRS	GEORGIA DOT	ANJA FERGUSON	678-721-5278
GDOT PVTM PRESERVATION SR 16/SR 14, CONWETA	970,723	RESURFACING			
PEACHTREE MEDIAN ISLANDS	107,439	DOWELS & CONCRETE			
GDOT PVTM PRESERVATION I-576, CHEROKEE	348,260	PAVEMENT PRESERVATION			
GDOT PVTM PRESERVATION SR 1, HARALSON	663,690	PAVEMENT PRESERVATION			
					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/OFFICER	PHONE #
CSNH5-0008-00(406), HOUSTON SR96	27,047,296	WIDENING/RECONSTRUCTION	GEORGIA DOT	MICHAEL WILLIAMS	770-228-7205
STP100-0000-00(566), SARDIS,BIBB	58,710,016	WIDENING/RECONSTRUCTION	GEORGIA DOT	KRAG COLLINS	478-757-2601
CSSTP-0009-00(310)BETHLEHEM RD/COUNTY RD - SUB TO CMES, Forsyth	8,075,979	MILLING/RESURFACING	CMES	CHETAN VEKARIYA	770-982-1005
000984 0.5419 MILES OF CONSTRUCTION OF A BRIDGE AND APPROACHES ON SR 120 OVER BEECH CREEK, Hamilton	9,920,448	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	BILL DUNGAN	770-646-5522
FORSYTH CO-WIDEN UNION HILL	19,708,068	WIDENING/RECONSTRUCTION	FORSYTH COUNTY BOC	TIM ALLEN	770-205-4550
0010412 SR448 OVER NORFOLK SOUTHERN RAIL, JONES	8,896,191	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	KRAG COLLINS	478-757-2601
CITY OF KENNESAW, PINE MTN RD IMP, COBB	6,375,613	SAFETY AND OPERATIONAL IMPROVEMENTS	CITY OF KENNESAW	CROY ENGINEERING	770-971-5407
RFP 17-66-3150 SHARON RD WIDENING,FORSYTH	9,008,385	WIDENING AND RECONSTRUCTION	FORSYTH COUNTY	CHARLE CROWE	770-781-2165
DOT DESIGN BUILD I-85 WIDENING, GWINNETT/BARROW	118,077,915	WIDENING AND RECONSTRUCTION - DESIGN BUILD	GEORGIA DOT	HEATHER BARTLETT-HNTB	404-846-5700
MCINTOSH SANDY PLAINS RD IMPROVEMENTS, COBB	1,016,585	MILLING/RESURFACING	SOUTHEASTERN SITE DEVELOPMENT	JENNIFER AVERY	678-423-7770
ITB 18-04 2018 SPOILT MILL&RESURF DIST 344, CLAYTON	4,391,585	SAFETY AND OPERATIONAL IMPROVEMENTS	COBB COUNTY DOT	DENISE HATABIAN	770-528-3668
HAVIA TAXI&RUNWAY BL(SUB TO ArchWest), FULTON	7,045,459	MILLING/RESURFACING	CLAYTON COUNTY BOC CENTRAL SERVICES	LYNN HOOVER	770-477-3592
000960 ROUNDABOUT US19/SP9, LUMPKIN	4,135,519	MILLING/RESURFACING	ARCHER-WESTERN CONSTRUCTION	MICHAEL GANTT	404-485-9700
BRIDGE ON GREENVILLE STREET OVER CSX, TROUP	5,511,225	CONSTRUCTION OF A ROUNDABOUT	GEORGIA DOT	ROBBIE BRITTAIN	706-348-4848
0011601 BRIDGE BLACKHALL OVER RUM CREEK, HENRY	8,779,211	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	ANTHONY RICHARDSON	706-845-4115
ITB#18-100821 PHASE1 SPOILT AREA A, DEKALB	5,030,924	BRIDGE REPLACEMENT	GEORGIA DOT	KRAG COLLINS	706-846-6100
M005900 SR6 RESURF, FULTON/CLAYTON	12,955,725	RESURFACING	DEKALB CO DEPT OF PURCHASING/CONTRACTM	CHARLES SMITH	404-371-6337
M005663 SR54 RESURF, FULTON	2,973,561	RESURFACING	GEORGIA DOT	LANKSTON JOHNSON	404-559-6609
M005292 SR100 MILL-RESURF, MERIWETHER	3,275,820	RESURFACING	GEORGIA DOT	LANKSTON JOHNSON	404-559-6609
0007043 SR33 RESURF, PICKENS (SUB TO VERT EARTH)	4,254,178	RESURFACING & SIGNLE SURFACE TREATMENT	GEORGIA DOT	WILLIAM BOYD	706-845-4115
ITB#18-003 SR400 @ WINDWARD PH2, FULTON (SUB TO VERT EARTH)	1,737,031	MILLING/RESURFACING	GEORGIA DOT	ELISABETH SHELTON	770-888-2224
M005788 RESURF SR52, MURRAY	818,348	MILLING/RESURFACING	VERTICAL EARTH	JUSTIN THOMPSON	770-272-2211
X2011 2019-3 LOCAL ROADS NORTH, COBB	2,894,055	MILLING/INLAY/RESURFACING	GEORGIA DOT	MARQUISE WEBB	404-878-7552
2019 ASPHALT CONTRACT I (2019-ASPH-1), PAULDING	14,994,218	MILLING/INLAY/RESURFACING	GEORGIA DOT	DENISE HATABIAN	770-528-3668
M005605 RESURF SR70 CHATTAHOOCHEE, DOUGLAS	3,920,698	PATCHING, LEVELING, MILLING & RESURFACING	COBB COUNTY DOT	VALERIE SHELNUTT	678-224-4067
M005663 RESURF SR14 PALMETTO HWY TO ROOSEVELT HWY, FULTON	4,291,054	MILLING/RESURFACING	PAULDING COUNTY BOC	GREGORY INEBREDION	470-371-7448
M005798 RESURF SR92 TO BAY STREET, FULTON	1,895,140	MILLING/RESURFACING	GEORGIA DOT	JOSHUA JOHNSON	404-559-6609
M005680 RESURF SR140 TO GWINNETT CNTY LINE, FULTON	1,084,735	MILLING/RESURFACING	GEORGIA DOT	CELESTE KING	404-559-4963
M005612 RESURF SR141 TO FORSYTH CNTY LINE, FULTON	4,892,585	RESURFACE & MAINTENANCE	GEORGIA DOT	LEE UPKINS	404-878-7552
0011429 WIDEN/RECONST US27/SR1, HARRIS	3,935,965	MILLING/INLAY/RESURFACING	GEORGIA DOT	LEE UPKINS	404-878-7552
2019 SPOILT & LMIG RESURF, DOUGLAS	1,981,963	WIDENING & RECONSTRUCTION	GEORGIA DOT	DAVID COLEMAN	678-826-0158
2019 TROUP COUNTY RESURFACING, TROUP	5,918,860	RESURFACING	DOUGLAS COUNTY BOC	JAMES EMERY	706-883-1610
HC-19-33 BASE RECLAM, MILL, RESURF VARIOUS RDS, HENRY	1,782,524	MILLING, PATCHING, & RESURFACING	TROUP COUNTY BOC	DAVID SIMMONS	770-920-3005
DOUGLAS BLVD RESURF, CITY OF DOUGLASVILLE	3,623,163	MILLING/RESURFACING	HENRY COUNTY BOC	BRIDGET THOMAS	478-757-2601
CSBRG-0007-00(054), TWIGGS	1,289,725	MILLING/RESURFACING	CITY OF DOUGLASVILLE	DENISE STEGER	770-346-0610
M005670 BIBELMAR MONROE (SUB TO LG WHITTFORD)	9,721,841	MILLING/RESURFACING	GEORGIA DOT	BRIDGET THOMAS	770-288-0027
SOUTH CLEVELAND CHURCH ROAD	701,033	RESURFACING	L. C. WHITTFORD	JAY GREGORY	478-757-2601
M003336 SR 42, GRAVWOFD	1,016,667	GRADING, WIDENING, & PAVING	HENRY COUNTY BOC	JAY GREGORY	770-485-7283
BRST0-00540(01068), BUTTS (SUB TO GREGORY BR)	3,616,638	MILLING, INLAY, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	JENNIFER AVERY	678-423-7770
0011685 HOUSTON (SUB TO SE SITE, GA ASPH)	382,784	RESURFACING	GREGORY BRIDGE COMPNAY	BOB WHITE	770-775-4851
SR16 AT WINDY LANE, BUTTS DEV AUTHORITY	351,833	MILLING/RESURFACING	SOUTHEASTERN SITE DEVELOPMENT	SHERRAE BARLOW	404-286-7084
ATL AIRPORT 42" AERIAL SEWER, CLAYTON	520,153	INTERSECTION IMPROVEMENTS	BUTTS COUNTY DEVELOPMENT AUTHORITY	JOE WOOD	478-219-2600
ROADWAY IMP SOFKEE/IRVINGALLEN RD, MACON-BIBB	1,404,535	SANITARY SEWER PIPE REPAIR	MANHATTANRFB, A JOINT VENTURE	JASON GRAHAM	770-412-1700
2019 LMIG RESURF, BID 2019-0118, SPALDING	1,404,472	ROADWAY SYSTEM IMPROVEMENTS	MACON-BIBB COUNTY INDUSTRIAL AUTHORITY	TODD HANDLEY	770-865-2300
RB19 14 CRACK RELIEF, DBL TRTMT, RESURF VAR RDS, COWETA	1,931,228	RESURFACING	SPALDING COUNTY PUBLIC WORKS	RUBIN MCCULLORS	770-920-3005
M005799 SR138 BAMBY TO I75 RAMPS, CLAYTON/HENRY	1,777,558	CRACK RELIEF & RESURFACING	COWETA COUNTY DEPARTMENT OF PUBLIC WOF	ROONEY SIMON	404-559-6699
M004935 SR5 CONN 41 TO I575, COBB	2,344,222	MILLING/RESURFACING	GEORGIA DOT	SAMSON GUESSESSE	770-528-3238
M005610 SR237, FULTON	2,864,371	RESTORE REHAB RESURFACING	GEORGIA DOT	JERRY THOMSON	706-384-7269
M005247 SR17, HABERSHAM/STEPHENS	1,161,139	RESTORE REHAB RESURFACING	GEORGIA DOT	RICHARD LEE	706-845-4115
CITY OF DALTON 2019 LMIG MILL & RESURF, WHITFIELD	4,858,085	MILLING, RESURFACING, & SHOULDER REHABILITATION	CATOOCHA COUNTY	CHRISTAL THOMAS	706-865-5900
M005180 SR74 POTATO CRK BRIDGE, PIKE/UPSON	3,507,000	MILLING, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	ANDREW PARKER	706-278-1077
ITB#18-0074 2019 PAVEMENT REHAB, CHATHAM	1,191,801	PAVEMENT REHAB	CITY OF DALTON PUBLIC WORKS DEPARTMENT	GEORGE JOHNSON	706-646-9100
#006608 2019 LMIG RESURF, MONROE	5,387,826	RESURFACING	CHATHAM COUNTY GA COMMISSIONERS	ROBERT MARSHALL	912-790-1622
2019 RESURFACING & STRIPING PROJECT, UPSON	2,859,271	RESURFACING & STRIPING	MONROE COUNTY	SHON HAMPTON	229-368-8823
CARTERSVILLE AIRPORT RUNWAY 19 RSA GRADING, BARTOW	730,270	GRADING IMPROVEMENTS	UPSON COUNTY BOC	JAMES MELTON	706-647-7012
M005618 MILL/RESURF SR 18, BIBB	2,089,546	MILLING/RESURFACING	CARTERSVILLE-BARTOW COUNTY AIRPORT AUTH	MIKA LADOUX	478-956-7151
FID 17-1065 FULTON COUNTY RESURFACING PROJECT, FULTON	594,267	MILLING/RESURFACING	FULTON COUNTY	WYVERN BUDRAM	404-819-4000
ITB#1714-B RESURFACE MCDONOUGH & RAMAH, FAYETTE	83,689	RESURFACING	FAYETTE COUNTY BOC	TED CRUMBLEY	770-305-5115
SLIDE REPAIR SR82, TWIGGS (Sub to Gregory Bridge)	497,801	MILLING/RESURFACING	GREGORY/BRIDGE COMPNAY	JAY GREGORY	770-485-7283
CITY OF DOUGLASVILLE 2019 SPOILT RESURF, DOUGLAS	1,284,308	MILLING/RESURFACING	CITY OF DOUGLASVILLE	MELISSA DICKINSON	770-920-3005
PAVING PKG#2 8 ROADS, HARALSON	388,380	MILLING/RESURFACING	HARALSON COUNTY BOC	TERRY EDWARDS	770-646-3278
ITB#19-05 ROBERTS DR RESURF, CITY OF DUNWOODY	539,049	MILLING/RESURFACING	CITY OF DUNWOODY	DAVID AYERS	678-352-9750
2020 LMIG STREET IMP, CRAWFORD	239,000	MILLING/RESURFACING	CRAWFORD COUNTY BOC	FABIAN HOLLS	478-757-1169
GDOT SR 1 PWMT PRESERVATION, FLOYD	527,273	PAVEMENT PRESERVATION	GEORGIA DOT	ANJA FERGUSON	770-387-3802
ACWORTH DUE WEST @ JIM OWENS, COBB (Sub to Oltmshv)	5,853,212	MILLING/RESURFACING	OHMSHV CONSTRUCTION, LLC	VUJAY MANGROLIYA	404-987-0020
#18-134 FDR & RESURF FOREST PKWY, CLAYTON		MILLING/RESURFACING	CLAYTON COUNTY BOC CENTRAL SERVICES	JEFF METARKO	770-477-3562

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 #
M005740 SR0 RESURF. LUMPKIN	2,448,027	MILLING/ RESURFACING	GEORGIA DOT	KEVIN BARRETT	706-348-4848
M005904 SR3 RESURF. PIKESPALDING/UPSON	13,892,599	MILLING/ RESURFACING	GEORGIA DOT	CHASTY WALKER	706-646-8120
M005902 SR114, CHATOOGA	1,921,063	MILLING/ RESURFACING	GEORGIA DOT	GRANT WALDROP	678-721-5286
M005906 SR10 TO PONCE, FULTON	1,145,518	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	CHRIS WOODS	770-216-3891
3 LMIG ROADS 2020, HARRIS	1,004,472	MILLING/ RESURFACING	HARRIS COUNTY BOC	MIKE BROWN	706-628-4958
20-037-1 JOHNS CREEK 2020 MAIN RDS RESURF. FULTON	1,008,904	MILLING/ RESURFACING	CITY OF JOHNS CREEK	NEL TRUST	678-512-3233
1-68 EMERGENCY REPAIR (SUB TO BLOUNT SANFORD)	1,189,040	SAFETY AREA & RUNWAY AREA IMPROVEMENTS	FLOYD COUNTY BOC	CHARLES ADEOGUN	678-989-8623
20-021 RICHARD B RUSSELL REG AIRPORT RNMV 1 MP, FLOYD	220,418	WALL REPAIR	BLOUNT-SANFORD CONSTRUCTION CO.	JAMES D. GREESON	770-638-2369
M005913 SR 200 MLK TO COBB CO LINE, FULTON	2,287,334	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	SAHR PESSIMA	770-886-1011
2020 ASPHALT CONTRACT II SUB, PAULDING	2,802,345	MILLING/ RESURFACING	PAULDING COUNTY BOC	DAVID HUFF	678-224-4067
CITY OF SOUTH FULTON 2019 TSP/LOST/MLG, 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 JIMMON	770-358-5091
FY 2020-21 PAVING, OCONEE (2434 EXT)	2,094,137	MILLING/ RESURFACING	OCONEE COUNTY BOC	JODY WOODALL	770-789-2037
CITY OF FAIRBURN RDWY IMP VARIOUS ROADS, FULTON	1,157,670	MILLING/ RESURFACING	CITY OF FAIRBURN	LESTER THOMPSON	770-984-2244
GDOT P/MT PRESERVATION SR 157, WALKER	983,100	RESURFACING	GEORGIA DOT	ADRIAN HARRIS	678-420-5500
M005988 SR30 @ EFFINGHAM COUNTY LINE, CHATHAM	792,845	RESURFACING & MAINTENANCE	GEORGIA DOT	ROB MCCALL	912-427-5711
M005902 SR 120 W OF NORTH MARIETTA PKWY, COBB	1,594,259	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	WESLEY COMBAY	770-528-3232
ITB 20-PPW09 CITY OF MILTON RESURF, FULTON	3,953,337	MILLING/ RESURFACING	CITY OF MILTON	MATT FALSTROM	878-242-2507
CITY OF NEWNAN RECLAMATION & PAVING 2 STRTS, COWETA	851,674	RESURFACING	CITY OF NEWNAN PUBLIC WORKS DEPT.	MICHAEL KLAHR	678-673-5478
RFB 2020-023 RESURFACING PROJECT 75708, CHEROKEE	2,892,178	MILLING/ RESURFACING	CHEROKEE COUNTY	JAMES WILGUS	770-721-7818
CITY OF NEWNAN MILL & RESURF VARIOUS STREETS, COWETA	902,060	RESURFACING	CITY OF NEWNAN PUBLIC WORKS DEPT.	MICHAEL KLAHR	678-673-5478
2020 LMIG CONTRACTS - CITY OF BYRON	157,903	RESURFACING	CITY OF BYRON	JOHNNY BROOKS	478-953-3222
2020 LMIG CONTRACTS - CITY OF CENTERVILLE	162,480	MILLING/ RESURFACING	CITY OF CENTERVILLE	RONNIE KENT	478-672-2274
2020 LMIG CONTRACTS - CITY OF HAWKINSVILLE	106,187	RESURFACING	CITY OF HAWKINSVILLE	DOUGLAS WEB	478-929-1144
2020 LMIG CONTRACTS - CITY OF WARNER ROBBINS	1,158,758	MILLING/ RESURFACING	WARNER ROBBINS PUBLIC WORKS	STEPHEN SANDERS	229-288-4228
2020 LMIG CONTRACTS - DOOLY COUNTY	700,798	RESURFACING	DOOLY COUNTY COMMISSIONERS	JENNA MASHBURN	478-783-4154
GDOT P/MT PRESERVATION SR 180 SPUR, TOWNS	574,938	RESURFACING	GEORGIA DOT	GLEN GOSNELL	770-533-7242
RFB-PS-20-05 UNION CITY RESURF 2020, FULTON	785,850	MILLING/ RESURFACING	CITY OF UNION HILL	LONNIE FERGUSON	770-533-7242
GDOT P/MT PRESERVATION SR 136 DAVISON	1,300,271	MILLING/ RESURFACING	GEORGIA DOT	GLEN GOSNELL	770-533-7242
SPA TERMINAL CONTAINERIZATION (Sub to Baker Constructors)	590,529	RESURFACING	BAKER CONSTRUCTORS, INC.	MATTHEW BURDEN	706-678-1507
SB-4206-20-02-061020 PAVE 2 ROADS, BUTTS	3,573,781	RESURFACING	BUTTS COUNTY BOC	KP WASHINGTON	770-277-7533
SB027-20 CITY OF LAWRENCEVILLE 2020 LMIG, GWINNETT	686,601	MILLING/ RESURFACING	CITY OF LAWRENCEVILLE	JOHANNES LOUW	770-775-8200
CITY OF WATKINSVILLE MILL & RESURF 3 STREETS, OCONEE	1,284,817	MILLING/ RESURFACING	CITY OF WATKINSVILLE	JUSTIN DUNAWAY	706-769-5161
TOM B DAVID AIRPORT CALHOUN, GORDON (Sub to Barnett Shinn)	47,164	RESURFACING	BARNETT SOUTHERN CORPORATION	NICK WHITMER	706-678-1507
GDOT P/MT PRESERVATION SR 520, MUSCOGEE	332,444	RESURFACING	GEORGIA DOT	TIM SWINKS	770-533-7242
GDOT P/MT PRESERVATION SR 332 - 107604, HALL/JACKSON	256,070	RESURFACING	MURRAY COUNTY PUBLIC WORKS	GLEN GOSNELL	706-695-3231
PW 2020 LMIG LEVEL & RESURF, MURRAY	1,226,067	RESURFACING	GEORGIA DOT	BRIAN JOHNSTON	706-646-7521
GDOT P/MT PRESERVATION SR 219/SR 160, HARRIS	1,002,775	RESURFACING	GEORGIA DOT	BRIAN JOHNSTON	706-646-7521
GDOT P/MT PRESERVATION SR 1, TROUP/HEARD	1,049,250	MILLING/ RESURFACING	MANHATTAN/RFB, A JOINT VENTURE	SHERRAE BARLOW	404-280-7084
42' SEWER EROSION REPAIR (Sub to Manhattan)	421,080	SEWER EROSION REPAIR			
	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

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Chairman of the Board
Director
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(770) 422-7520

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(770) 422-7520

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Secretary/Treasurer
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Assistant Secretary
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(770) 422-7520

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(770) 422-7520

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(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. **11676** GCCO002189

C W Matthews Contracting Co Inc

Q 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

Georgia State Licensing Board for Residential and General Contractors

License No. **11676** GCCO002189

C W Matthews Contracting Co Inc

Q William Hammack Jr

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Marietta GA 30060

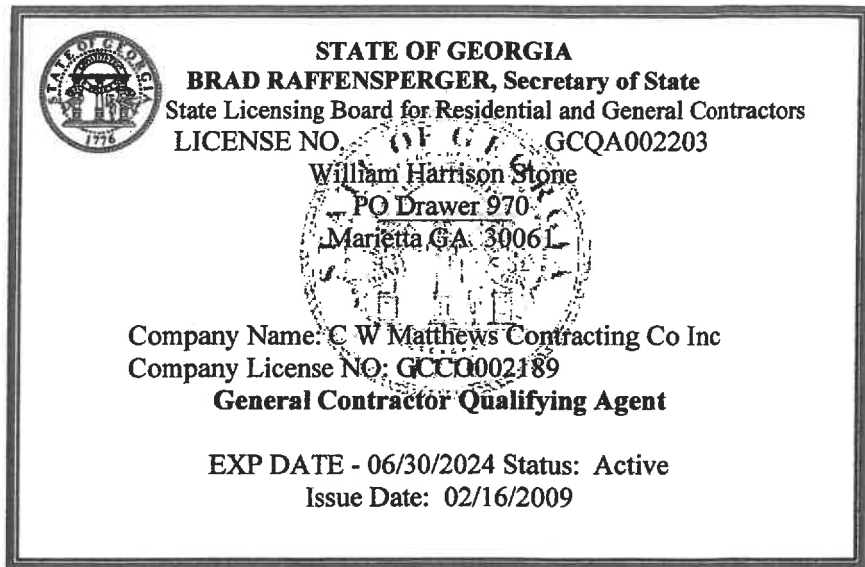
Qualifying Agent: William Harrison Stone

Qualifying Agent License NO: GCQA002203

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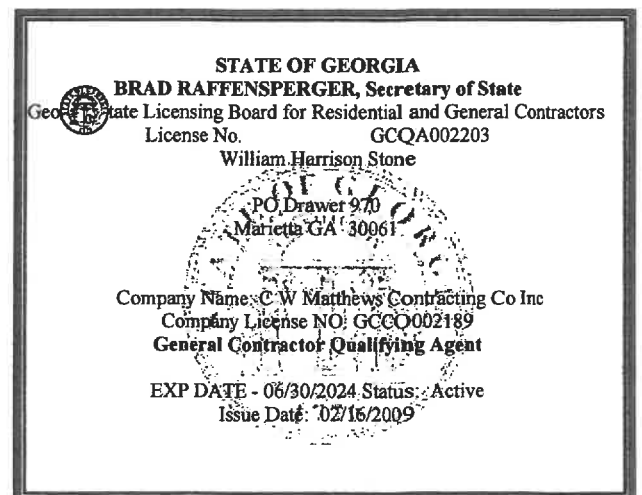
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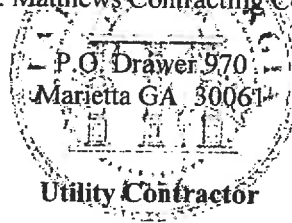
Georgia State Board of Professional Licensing
237 Coliseum Drive
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Phone: (844) 753-7825
www.sos.state.ga.us/plb

William Harrison Stone
1600 Kenview Drive NW
Marietta GA 30060





STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. 0167 UC300337
C. W. Matthews Contracting Co., Inc.



EXP DATE - 04/30/2025 Status: Active
Issue Date: 06/21/1994

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.

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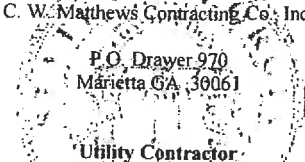
Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217

Phone: (404) 424-9966
www.sos.ga.gov/plb

C. W. Matthews Contracting Co., Inc.
P.O. Drawer 970
Marietta GA 30061



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. 0167 UC300337
C. W. Matthews Contracting Co., Inc.



EXP DATE - 04/30/2025 Status: Active
Issue Date: 06/21/1994



Russell R. McMurtry, 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: cn=U.S. E=mastronardi@dot.ga.gov,
o=Georgia Department of Transportation,
ou=Division of Construction - Director,
c=GA
Date: 2022.06.17 14:12:31-0400

MM:TKA



**ITB #2023-026 JULIETTE ROAD RESURFACING AND SAFETY
IMPROVEMENTS
BID SUBMISSION SHEET**

**The listed firms below submitted bids which were turned in at the time indicated.
Any bid or proposal submitted after the due date and time may not be considered for award.**

<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1. BALDWIN PAVING	10/11/2023 3:00 PM	\$1,455,565.16
2. C.W. MATTHEWS CONT CO.	10/12/2023 8:03 AM	\$1,149,111.99
3. VERTICAL EARTH	10/12/2023 11:09 AM	\$1,244,905.53 \$1,244,901.09
4. SUMMIT CONST & DEV	10/12/2023 11:32 AM	\$1,199,874.40
5. CONSTRUCTION 57	10/12/2023 12:21 PM	\$1,352,153.00 \$1,352,153.80
6. DAF CONCRETE	10/12/2023 12:21 PM	\$1,986,750.00

Opened/Verified by: BEVERLY HILTON 10/12/2023

KEN HILDEBRANDT



MEMO

To: Honorable Mayor and City Council Members
From: Ken Hildebrandt, City Engineer
CC: Tami Hanlin, City Manager
Date: November 27, 2023
RE: Memo for Bid Award #2023-030 for E Ponce de Leon Avenue Sidewalk Construction

Description for on the Agenda:

C2023-030-PO24-638 - Bid Award for E Ponce de Leon Avenue Sidewalk Construction

Issue:

Bid Award #2023-030 for E Ponce de Leon Avenue Sidewalk Construction

Recommendation:

Staff recommends awarding the bid to the low bidder, Construction 57, in the amount of \$379,310.00.

Background:

This sidewalk will be on the north side of E Ponce de Leon Avenue from Idlewood Road to Oakengate Drive. It fills a key sidewalk gap for the community and will provide connectivity to MARTA and the E Ponce PATH.

Summary:

Ten bids were received.

Tri Scapes, Inc.	\$ 780,508.92
Ryde Grading, Inc.	\$ 446,608.31
IP Construction, LLC	\$ 567,640.96
Hasbun Construction	\$ 492,770.00
Construction 57, Inc.	\$ 379,310.00
Sol Construction, LLC	\$ 392,254.00
Ohmshiv Construction	\$ 475,642.25
N.S.E.W. Inc.	\$ 398,095.00
DAF Concrete, Inc.	\$ 543,045.00
SD&C, Inc	\$ 489,581.50

Financial Impact:

\$379,310 will be funded from the ARPA account.



CONTRACT AGREEMENT

ITB 2023-030 EAST PONCE DE LEON AVENUE SIDEWALK PROJECT

This Agreement made and entered into this ____ day of November, in the year 2023; by and between The City of Tucker, Georgia, having its principal place of business at 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084, and Construction 57, Inc. ("Contractor") located at 809 Park North Blvd. Clarkston, GA 30021.

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 #2023-030** to be issued soliciting bids from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with these specifications. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a bid in response to **ITB #2023-030**; and

WHEREAS, the Contractor's bid was deemed by the City of Tucker to be the lowest reliable bid 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 – FEDERAL FUNDS TERMS

EXHIBIT F – E-VERIFY AFFIDAVIT
EXHIBIT G- CONTACT INFORMATION
EXHIBIT H – ADDENDUMS
EXHIBIT I – BID BOND
EXHIBIT J – 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 services sold pursuant to the Contract in accordance with the bid 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 **\$379,310.00**.

Billings. If applicable, the Contractor shall submit, on a regular basis, an invoice for services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by both 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. If the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor at 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. All invoices postmarked by the City during said term shall be filled in at the contract price.
- 4.2 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 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.

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 monthly. If requirements are not met, the City 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. The Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied, the 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 the Contractor once the date of final completion has been achieved in writing.
- ii. Final Acceptance is the formal action of the 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 an event, there will be 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 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 the Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to the 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 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 12.0, the 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 provided to the 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 the City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

13.0 Confidential Information

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

- (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. Private or confidential data shall always remain the property of the City. 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 during 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 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. If 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 solicitation, 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 any 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 The Contractor shall agree to additional terms for projects that utilize Federal Funds attached hereto as **"Exhibit E" (Additional Contract Terms for Projects Utilizing Federal Funds)** incorporated herein by reference and made a part of this contract. If applicable, the Contractor must sign and submit to the City of Tucker the 44 C.F.R. Part 18 – Certification Regarding Lobbying.

15.2 Georgia Security and Immigration Compliance Act

(i) 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 F" (E-Verify Form)** and incorporated herein by reference and made a part of this contract.

1. The Contractor further certifies that any subcontractors employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
2. Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

16.0 Assignment

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

17.0 Amendments in Writing

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

18.0 Drug-Free and Smoke-Free Workplace

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

18.2 The Contractor will secure from any sub-Contractor hired to work in a drug-free and

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

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

18.3.1 The Contractor has made false certification herein; or

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

19.0 Additional Terms

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

20.0 Antitrust Actions

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

21.0 Reporting Requirement

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

22.0 Governing Law

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

23.0 Entire Agreement

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

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

CITY OF TUCKER:

CONTRACTOR: CONSTRUCTION 57, 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 #2023-030 E Ponce de Leon Avenue Sidewalk Project

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the E Ponce de Leon Avenue Sidewalk Project.

Sidewalk is to be constructed on the north side of E Ponce de Leon Avenue from Idlewood Road to the Orchard Park Apartments (approx. 0.53 miles). Improvements include the construction of sidewalk, minor repairs to curb and gutter, tree removal, minor signal work and pavement markings, and the reconfiguration of multiple driveway aprons. The complete scope, plans, and other relevant information for ITB 2023-030 E Ponce de Leon Avenue Sidewalk Project is available for download or review on the City of Tucker website:

https://www.tuckerga.gov/government/rfp_rfq/index.php or request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications;
- City of Tucker ordinances and regulations;
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

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

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

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E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

PROSECUTION AND PROGRESS

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

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures on E Ponce de Leon Avenue are limited to the hours of 9:00AM to 4:00PM. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Hours of operation for subdivision streets shall be 8:00AM to 7:00PM.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list items) that is not completed within 120 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.

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

City of Tucker Invitation to Bid
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E PONCE DE LEON AVENUE SIDEWALK PROJECT

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 O.C.G.A. § 36-91-90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. The contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

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

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

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

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

TRAFFIC CONTROL

The contractor shall, always, conduct his/her work so as to assure the least possible obstruction of traffic. The safety and convenience of the 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

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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 include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

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

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

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public.

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 Consultant.

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

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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. Remove and properly dispose of all demolished asphalt and concrete.
2. All disturbed or damaged grassing and landscaping on backside of sidewalk is to match surrounding conditions. Cost to be included in the "GRASSING COMPLETE" bid item.
3. All grassing strips between back of curb and front of sidewalk shall be Sod.
4. All cost for tree removal and demo of existing pavement/curb & gutter for the project is to be included in the "GRADING COMPLETE" quantity for the project.
5. For all utilities that can't be adjusted by the contractor, coordination shall be conducted with the proper utility company.
6. Contact the City Superintendent prior to tree removal.
7. For all driveway aprons that require modification, ensure there is proper drainage toward the curb & gutter line.
8. Minor clearing at the northeast corner of E Ponce de Leon Avenue and Idlewood Road to improve sight distance.
9. Quantities may vary from those shown on the plans. Use the quantities shown in Exhibit B.

SUBCONTRACTOR

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

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E PONCE DE LEON AVENUE SIDEWALK PROJECT

Exhibit B: Cost Proposal

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Traffic Control	LS	1	20000	20000
2	Grading Complete	LS	1	100000	100000
3	8" Graded Aggregate Base	SY	280	22	6160
4	8"x30" Curb & Gutter, TP 2	LF	700	20	14000
5	Header Curb, 10", TP 4	LF	150	20	3000
6	Guardrail, TP W	LF	400	45	18000
7	Guardrail Anchorage, TP 1	EA	2	2500	5000
8	Guardrail Anchorage, TP 12A, 31 IN TANG.	EA	2	4250	8500
9	Concrete Sidewalk, 4 IN	SY	1750	39	68250
10	Driveway Concrete, 6 IN	SY	75	60	4500
11	MARTA Bus Pad, Pad Only	EA	1	2000	2000
12	Convert Existing Storm Structure	EA	1	1000	1000
13	Thermoplastic Striping, 8" White	LF	1400	6	8400
14	Thermoplastic Striping, 24" White	LF	70	10	700
15	Thermoplastic Pavement Marking, Arrow, TP 2	EA	1	250	250
16	Traffic Signal Installation No. 1	LS	1	69000	69000
17	Conduit, Non metal, TP 3, 2 IN	LF	765	25	19125
18	Directional Bore - 5 IN	LF	130	10	1300
19	Temporary Seeding	AC	0.6	1000	600
20	Inlet Sediment Trap	EA	15	100	1500
21	Silt Fence	LF	1850	2.50	4625
22	Sod	SY	1950	12	23400

TOTAL

\$379,310.00

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E PONCE DE LEON AVENUE SIDEWALK PROJECT

Company Name: CONSTRUCTION 57 INCORPORATED

Address: 809 PARK NORTH BOULEVARD CLARKSON GA. 30021

Contact Person: OLUSEGUN OSHO

Phone Number: 404 514 8901

Email Address: Wale.Osho@gmail.com

Signature: 

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

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

Request for Taxpayer Identification Number and Certification

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

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

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

CONSTRUCTION 57 INCORPORATED

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

809 PARK NORTH BOULEVARD

6 City, state, and ZIP code

CLARKSTON GA. 30021

Requester's name and address (optional)

7 List account number(s) here (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

27 - 2537065

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 ► **11/17/2023**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2023

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

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

PRODUCER RCC&Associates Inc 5226 N Henry Blvd Stockbridge GA 30281		CONTACT NAME: Maria De Jesus PHONE (A/C, No, Ext): 678-565-1073 E-MAIL ADDRESS: mramirez@myrccagency.com FAX (A/C, No): 8664106445	
INSURED CONSTRUCTION 57 INC 3975 Embassy Way Lilburn GA 30047		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE COMP INSURER B: National Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 22608	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3AA665370	04/18/2023	04/18/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	EZXS3114194	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

CERTIFICATE HOLDER

CANCELLATION

The City of Tucker Ga
1975 Lakeside Parkway Suite 350
Tucker Ga. 30084.

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

AUTHORIZED REPRESENTATIVE
Maria Ramirez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

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

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

PRODUCER ABT INSURANCE SERVICES INC 6695 Peachtree Industrial Blvd Suite 110 Atlanta GA 30360		CONTACT NAME: Maday Hernandez PHONE (A/C, No, Ext): (770)441-0000 FAX (A/C, No): (770)441-3973 E-MAIL ADDRESS: csr@abtinsurance.com	
INSURED CONSTRUCTION 57 INC 3975 Embassy Way Lilburn GA 30047		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Mountain Ins Co INSURER B: Norguard Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35190 31470	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			03013882	12/21/2022	12/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	COWC465069	09/20/2023	09/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

GA OPERATIONS

CERTIFICATE HOLDER

CANCELLATION

City of Tucker Ga 1975 Lakeside Parkway Suite 350 Tucker GA 30084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Fax: ACORD 25 (2016/03)

Email:

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EXHIBIT E
City of Tucker
Additional Contract Terms for Projects Utilizing Federal Funds
ITB 2023-030 E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

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

I. Federally Required Equal Employment Opportunity

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

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

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

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

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

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

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City of Tucker
Additional Contract Terms for Projects Utilizing Federal Funds
ITB 2023-030 E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

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

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

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

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

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

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

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

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City of Tucker
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ITB 2023-030 E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

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

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

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

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

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

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City of Tucker
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liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

III. Federal Clean Air Act Compliance

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

IV. Federal Water Pollution Control Act Compliance

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

V. Federal Suspension and Debarment

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

Exhibit E
City of Tucker
Additional Contract Terms for Projects Utilizing Federal Funds
ITB 2023-030 E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

VI. Compliance with the Federal Solid Waste Disposal Act

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

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

2. Meeting contract performance requirements; or

3. At a reasonable price.

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

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

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

Contractor is prohibited from obligating or expending federal funds to:

(1) Procure or obtain;

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

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

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

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

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

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

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

Affirmative steps must include:

- (i) Place qualified small and minority businesses and women's business enterprises on its solicitation lists.
- (ii) Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- (iii) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- (iv) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- (v) Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Exhibit E
City of Tucker
Additional Contract Terms for Projects Utilizing Federal Funds
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The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

Signature of Contractor's Authorized Official

Print Name and Title of Contractor's Authorized Official

Date _____

**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:	CONSTRUCTION 57 INCORPORATED
Solicitation/Bid number or Project Description:	ITB#2023-030. E PONCE DE LEON AVENUE SIDEWALK PROJECT.

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:

372698
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11-16-10

Date of Authorization

CONSTRUCTION 57 INCORPORATED

Name of Contractor

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

OLUSEGUN OSHO

Printed Name (of Authorized Officer or Agent of Contractor)

[Signature]

Signature (of Authorized Officer or Agent)

PRESIDENT

Title (of Authorized Officer or Agent of Contractor)

11-17-2023

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF NOVEMBER, 2023

[Signature]

Notary Public

My Commission Expires: 09/17/2024

[NOTARY SEAL]



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	CONSTRUCTION 57 INC.
Subcontractor's (Your) Name	Martin-Robbins Fence Company, Inc.
Solicitation/Bid number or Project Description:	ITB#2023-030 EAST PONCE DE LEON AVE SIDEWALK PROJECT

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:

43454

4.25.2007

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

Date of Authorization

Martin-Robbins Fence Company, Inc.

Name of Subcontractor

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

Thomas A. Martin

President

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

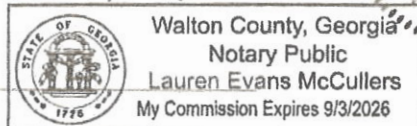
11.15.2023

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15th DAY OF November, 2023

Lauren Evans McCullers
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:	CONSTRUCTION 57 INCORPORATED
Subcontractor's (Your) Name	D.E.T. INC.
Solicitation/Bid number or Project Description:	IFB#2023-030: FENCE DE LEON AVENUE SIDEWALK PROJECT.

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:

280062
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
D.E.T. INC.
Name of Subcontractor

11/18/2009
Date of Authorization

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

TAREK TAKIEDDINI
Printed Name (of Authorized Officer or Agent of Contractor)

OWNER
Title (of Authorized Officer or Agent of Contractor)

Tarek Takieddini
Signature (of Authorized Officer or Agent)

11/17/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF November, 2023

[Signature]
Notary Public

My Commission Expires: 09/17/2024

[NOTARY SEAL]

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

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

Contractor Name:	CONSTRUCTION 57 INCORPORATED
Subcontractor's (Your) Name	THE EROSION COMPANY LLC
Solicitation/Bid number or Project Description:	ITB#2023-030: FENCE DE LEON AVENUE SIDEWALK PROJECT.

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:

129976
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
THE EROSION COMPANY LLC
Name of Subcontractor

06/20/2008
Date of Authorization

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

BEN SMITH
Printed Name (of Authorized Officer or Agent of Contractor)

PROJECT COORDINATOR
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

11/17/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF November, 2023

[Signature]
Notary Public

My Commission Expires: 09/17/2024

[NOTARY SEAL]

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

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

Contractor Name:	CONSTRUCTION 57 INCORPORATED
Subcontractor's (Your) Name	BIG APPLE SERVICES INC.
Solicitation/Bid number or Project Description:	ITB#2023-030. FENCE DE LEON AVENUE SIDEWALK PROJECT.

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:

1574689
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
BIG APPLE SERVICES INC.
Name of Subcontractor

08/07/2020
Date of Authorization

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

TH ANSLEY
Printed Name (of Authorized Officer or Agent of Contractor)

PROJECT MANAGER
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

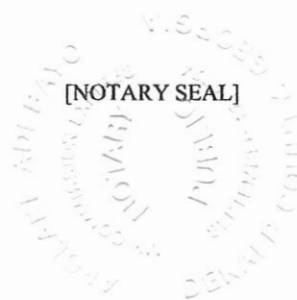
11/17/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF November, 2023

[Signature]
Notary Public

My Commission Expires: 09/17/2024



Contact Information Form

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

Full Legal Name of Company: CONSTRUCTION 57 INCORPORATED

Contractor Information:

Primary Contact Person: OLUSEGUN OSHO

Title: PRESIDENT

Telephone Number: 404 514 8901

Secondary Contact Person: FUNMILAYO OSHO

Title: SECRETARY

Telephone Number: 678 481 0203

Address: 809 PARK NORTH BOULEVARD

City / State / Zip: CLARKSTON GA. 30021

Mailing Address (If different than above): SAME AS ABOVE

City / State / Zip: SAME AS ABOVE

E-mail Address: wale.osh@gmail.com

Federal Employee ID Number (FEIN): 27-2537065

CITY OF TUCKER

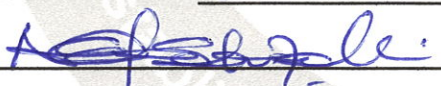
ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-030

E PONCE DE LEON AVENUE SIDEWALK PROJECT

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: CONSTRUCTION 57 INCORPORATED
CONTACT PERSON: OLUSEGUN OSHO
ADDRESS: 809 PARK NORTH BOULEVARD
CITY: CLARKSTON STATE: GA ZIP: 30021
PHONE: 404 514 8901 FAX: 770 277 1425
EMAIL ADDRESS: waleo@construction57.com
 11/14/2023
SIGNATURE DATE

ADDENDUM #1

	QUESTION	ANSWER
1	Please confirm if this is a Davis-Bacon/Certified Payroll project?	Davis Bacon reporting is not required on this project.
2	Are message boards needed?	Message boards are not required. Contractors are required to install construction zone signs, supply certified flagmen, and install traffic control per MUTCD guidelines.
3	I think last year per Georgia Code, they modified retainage percentage from 10% to 5%. So, does City intends to still hold 10% from contractor for this project?	The City withholds 10% retainage.
4	Also does contractor need to be Registered or Prequalified Contractor with GDOT?	GDOT prequalification is preferred, but not required. The City will consider references and previous projects.
5	Also plan set included with bid document is not stamped by engineer so want to make sure if it is a correct set of plans.	The contractor will receive a stamped set prior to construction.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) Construction 57 Incorporated at(Address of Contractor) 809 Park North Boulevard, Clarkston, GA 30021

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

(Name of Surety) FCCI Insurance Company(Address of Surety) 6300 University Parkway, Sarasota, FL 34240

A corporation of the State of Florida, 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 Total Amount Bid ***** Dollars (\$5% of 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 # 2023-030**E. PONCE DE LEON AVENUE SIDEWALK PROJECT**

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,

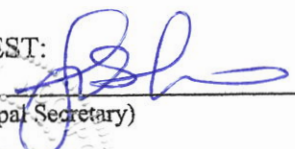
Exhibit I

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

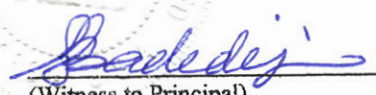
PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed
pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia
Annotated, as Amended, including, but not limited to, O.C.G.A. § 13-10-20, et. Seg. And § 36- 91-50, et.
Seg. and is intended to be and shall be constructed as a bond in compliance with
the requirements thereof.

Signed, sealed, and dated this 14th day of November A.D., 2023.

ATTEST:



(Principal Secretary)

(SEAL)


(Witness to Principal)

809 Park North Boulevard
(Address) Clarkston Ga. 30021

ATTEST:

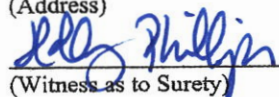
BY: 
(Attorney-in-Fact) and Resident Agent

Robert M. Hrehor

(Attorney-in-Fact)

4572 Lawrenceville Hwy, Ste 201, Lilburn, GA 30047

(Address)


(Witness as to Surety)

Holly Phillips, Witness

Construction 57 Incorporated

(Principal)

BY: 

809 Park North Boulevard
(Address) Clarkston Ga. 30021

FCCI Insurance Company

(Surety)

(SEAL)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$20,000,000.00**

Surety Bond No.: FCCIC57-254

Principal: Construction 57 Incorporated

Obligee: City of Tucker

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 14th day of November, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

STATE OF GEORGIA

CITY OF TUCKER

RESOLUTION R2023-11-26

**A RESOLUTION TO APPROVE A CONTRACT FOR THE E PONCE DE LEON
AVENUE SIDEWALK CONSTRUCTION PROJECT ITB #2023-030**

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 Construction 57; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tucker while at a regular meeting on November 13, 2023 that by passage of this Resolution contract C2023-030-PO24-638 is hereby approved by the governing authority.

APPROVED:

Frank Auman, Mayor

ATTEST:

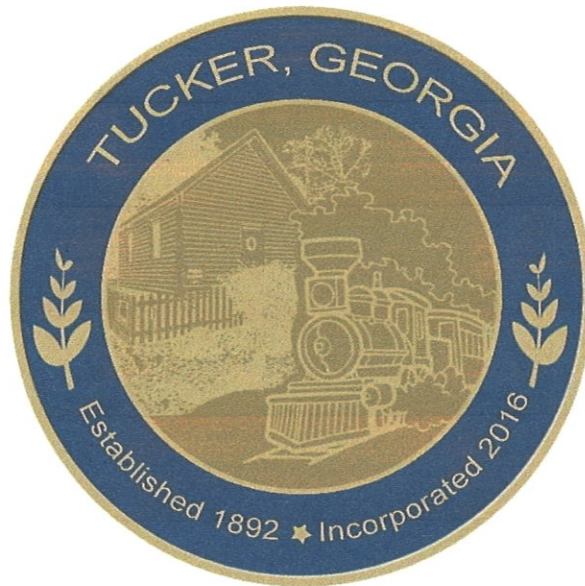
Bonnie Warne, City Clerk

(seal)

City of Tucker

Invitation to Bid
ITB # 2023-030

E PONCE DE LEON AVENUE SIDEWALK PROJECT



BID MANUAL

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

City of Tucker Invitation to Bid
ITB #2023-030
E PONCE DE LEON AVENUE SIDEWALK PROJECT

INVITATION: The City of Tucker, Georgia requests that interested parties submit proposals for the E Ponce de Leon Avenue Sidewalk 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 <http://tuckerga.gov> or may be requested by email procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
Bid Issued	October 23, 2023
Pre-Bid Conference	N/A
Deadline for Questions	November 7, 2023, at 5:00 p.m.
Responses to Questions Posted (Addenda)	November 9, 2023
Bid Deadline	November 17, 2023, at 1:00 p.m.
Award at Council Meeting	December 11, 2023 (tentative)
Completion from Notice to Proceed	120 days

SCOPE OF WORK: Refer to Exhibit A, beginning on page 4.

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov Reference Bid #2023-030

PRE-BID CONFERENCE: N/A

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

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Response electronically to procurement@tuckerga.gov no later than November 17, 2023, at 1:00 p.m. with the subject line ITB #2023-030. The email must contain the vendor contact information.

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

City of Tucker Invitation to Bid

ITB #2023-030

E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

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

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Unit Price Bid Proposal Form (Exhibit B)
2. W-9 Form
3. Certificate of Insurance (Upon Notice of Award)
4. Contractor Affidavit
5. Subcontractor Affidavit
6. Proposed List of Subcontractors :
7. Bid Bond Form
8. Related Experience and References
9. Acknowledgement of Addendum issued with each Addendum. (DRAFT copy attached for reference)
10. DRAFT contract attached for reference only (not required as part of the BID).

EXHIBIT A:
Project Specifications / Scope of Work
ITB #2023-030 E Ponce de Leon Avenue Sidewalk Project

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the E Ponce de Leon Avenue Sidewalk Project.

Sidewalk is to be constructed on the north side of E Ponce de Leon Avenue from Idlewood Road to the Orchard Park Apartments (approx. 0.53 miles). Improvements include the construction of sidewalk, minor repairs to curb and gutter, tree removal, minor signal work and pavement markings, and the reconfiguration of multiple driveway aprons. The complete scope, plans, and other relevant information for ITB 2023-030 E Ponce de Leon Avenue Sidewalk Project is available for download or review on the City of Tucker website:

https://www.tuckerga.gov/government/rfp_rfq/index.php or request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, plans, and specifications;
- City of Tucker ordinances and regulations;
- OSHA standards and guidelines
- MUTCD Guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

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

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

City of Tucker Invitation to Bid
ITB #2023-030
E PONCE DE LEON AVENUE SIDEWALK PROJECT

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

PROSECUTION AND PROGRESS

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

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

Normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Lane closures on E Ponce de Leon Avenue are limited to the hours of 9:00AM to 4:00PM. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Hours of operation for subdivision streets shall be 8:00AM to 7:00PM.

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

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list items) that is not completed within 120 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.

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

City of Tucker Invitation to Bid
ITB #2023-030
E PONCE DE LEON AVENUE SIDEWALK PROJECT

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 O.C.G.A. § 36-91-90.

Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence.

MATERIALS

The City will provide a Construction Engineering & Inspections (CEI) Consultant to inspect the work and provide materials testing. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. The contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

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

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

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

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

TRAFFIC CONTROL

The contractor shall, always, conduct his/her work so as to assure the least possible obstruction of traffic. The safety and convenience of the 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

City of Tucker Invitation to Bid
ITB #2023-030
E PONCE DE LEON AVENUE SIDEWALK PROJECT

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 include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

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

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

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public.

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 Consultant.

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

City of Tucker Invitation to Bid

ITB #2023-030

E PONCE DE LEON AVENUE SIDEWALK PROJECT

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. Remove and properly dispose of all demolished asphalt and concrete.
2. All disturbed or damaged grassing and landscaping on backside of sidewalk is to match surrounding conditions. Cost to be included in the "GRASSING COMPLETE" bid item.
3. All grassing strips between back of curb and front of sidewalk shall be Sod.
4. All cost for tree removal and demo of existing pavement/curb & gutter for the project is to be included in the "GRADING COMPLETE" quantity for the project.
5. For all utilities that can't be adjusted by the contractor, coordination shall be conducted with the proper utility company.
6. Contact the City Superintendent prior to tree removal.
7. For all driveway aprons that require modification, ensure there is proper drainage toward the curb & gutter line.
8. Minor clearing at the northeast corner of E Ponce de Leon Avenue and Idlewood Road to improve sight distance.
9. Quantities may vary from those shown on the plans. Use the quantities shown in Exhibit B.

SUBCONTRACTOR

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

Contact Information Form

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

Full Legal Name of Company: CONSTRUCTION 57 INCORPORATED

Contractor Information:

Primary Contact Person: OLUSEGUN OSHO

Title: PRESIDENT Telephone Number: 4045148901

Secondary Contact Person: FUNMILAYO OSHO

Title: SECRETARY Telephone Number: 6784810203

Address: 809 PARK NORTH BOULEVARD

City / State / Zip: CLARKSTON GA. 30021

Mailing Address (If different than above): SAME AS ABOVE

City / State / Zip: SAME AS ABOVE

E-mail Address: wale.oshogmail.com

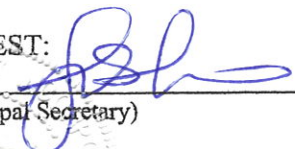
Federal Employee ID Number (FEIN): 27-2537065

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

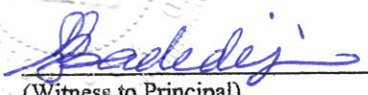
PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed
pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia
Annotated, as Amended, including, but not limited to, O.C.G.A. § 13-10-20, et. Seg. And § 36- 91-50, et.
Seg. and is intended to be and shall be constructed as a bond in compliance with
the requirements thereof.

Signed, sealed, and dated this 14th day of November A.D., 2023.

ATTEST:



(Principal Secretary)

(SEAL)


(Witness to Principal)

809 Park North Boulevard
(Address) Clarkston Ga. 30021

ATTEST:

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

Robert M. Hrehor

(Attorney-in-Fact)

4572 Lawrenceville Hwy, Ste 201, Lilburn, GA 30047

(Address)


(Witness as to Surety)

Holly Phillips, Witness

Construction 57 Incorporated

(Principal)

BY: 

809 Park North Boulevard
(Address) Clarkston Ga. 30021

FCCI Insurance Company

(Surety)

(SEAL)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

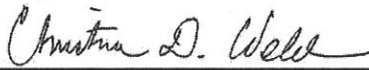
Surety Bond No.: FCCIC57-254
Principal: Construction 57 Incorporated
Obligee: City of Tucker

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.


The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

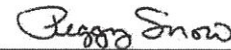
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

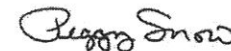
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



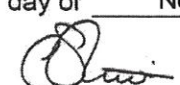
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

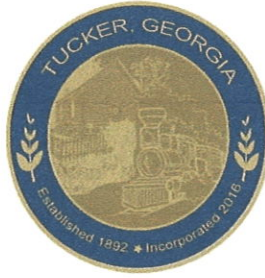
CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 14th day of November, 2023


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company





REFERENCES FORM: RFP/ITB/RFQ (CIRCLE ONE) # 2023-030

BIDDERS MUST RETURN THIS FORM WHICH WILL BE ADDED TO SUBMITTED PROPOSAL

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder CONSTRUCTION 57 INCORPORATED

REFERENCE #1

Contact Name: SAM DURRANCE

Contact Number: 678 215 7030

Brief Description of work provided: Sidewalk, Curb/Gutter, Flashing, Beacon, Landscaping, Storm pipe/structure and Metal handrails & fences.

REFERENCE #2

Contact Name: WILLIAMS REGINALD

Contact Number: 770 315 5950

Brief Description of work provided: Sidewalk, Curb/Gutter, Signal Light, Storm pipe/structure, Retaining Wall, Pavers, Asphalt, Striping, Landscaping, Sodding, Demolition and Erosion Control

REFERENCE #3

Contact Name: TERRANCE EADDY

Contact Number: 470 232 8524

Brief Description of work provided: Demolition, Erosion Control, Grading, Sidewalk, Curb/Gutter, Milling Asphalt Paving, Striping, Signage, Grading, Watermain and Sprinklers, Storm pipe/structures, Sodding, Traffic Control and water meter relocation.

Please complete and submit in bid package



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:	CONSTRUCTION 57 INCORPORATED
Solicitation/Bid number or Project Description:	ITB#2023-030. E PONCE DE LEON AVENUE SIDEWALK PROJECT.

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:

372698
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11-16-10

Date of Authorization

CONSTRUCTION 57 INCORPORATED

Name of Contractor

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

OLUSEGUN OSHO

Printed Name (of Authorized Officer or Agent of Contractor)

[Signature]

Signature (of Authorized Officer or Agent)

PRESIDENT

Title (of Authorized Officer or Agent of Contractor)

11-17-2023

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

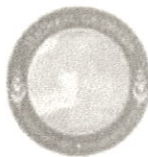
17th DAY OF NOVEMBER, 2023

[Signature]

Notary Public

My Commission Expires: 09/17/2024

[NOTARY SEAL]



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	CONSTRUCTION 57 INC.
Subcontractor's (Your) Name	Martin-Robbins Fence Company, Inc.
Solicitation/Bid number or Project Description:	ITB#2023-030 EAST PONCE DE LEON AVE SIDEWALK PROJECT

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:

43454

4.25.2007

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

Date of Authorization

Martin-Robbins Fence Company, Inc.

Name of Subcontractor

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

President

Thomas A. Martin

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

11.15.2023

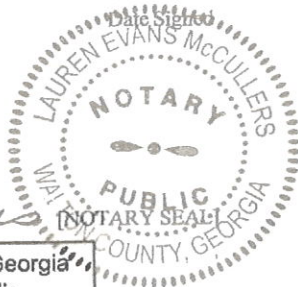
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15th DAY OF November, 2023

Lauren Evans McCullers
Notary Public
My Commission Expires: 9/3/2026



Walton County, Georgia
Notary Public
Lauren Evans McCullers
My Commission Expires 9/3/2026





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:	CONSTRUCTION 57 INCORPORATED
Subcontractor's (Your) Name	D.E.T. INC.
Solicitation/Bid number or Project Description:	TIB#2023-030: FENCE DE LEON AVENUE SIDEWALK PROJECT.

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:

280062
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
D.E.T. INC.
Name of Subcontractor

11/18/2009
Date of Authorization

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

TAREK TAKIEDDINI
Printed Name (of Authorized Officer or Agent of Contractor)

OWNER
Title (of Authorized Officer or Agent of Contractor)

Tarek Takieddini
Signature (of Authorized Officer or Agent)

11/17/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF November, 2023

Blaise Adobay
Notary Public

My Commission Expires: 09/17/2024

[NOTARY SEAL]



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

Contractor Name:	CONSTRUCTION 57 INCORPORATED
Subcontractor's (Your) Name	THE EROSION COMPANY LLC
Solicitation/Bid number or Project Description:	ITB#2023-030: FENCE DE LEON AVENUE SIDEWALK PROJECT.

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:

129976
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
THE EROSION COMPANY LLC
Name of Subcontractor

06/20/2008
Date of Authorization

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

BEN SMITH
Printed Name (of Authorized Officer or Agent of Contractor)

PROJECT COORDINATOR
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

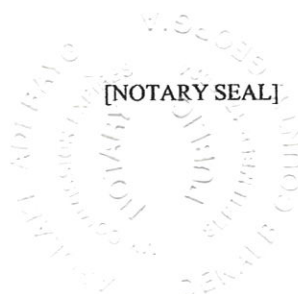
11/17/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF November, 2023

[Signature]
Notary Public

My Commission Expires: 09/17/2024





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:	CONSTRUCTION 57 INCORPORATED
Subcontractor's (Your) Name	BIG APPLE SERVICES INC.
Solicitation/Bid number or Project Description:	ITB#2023-030. FENCE DE LEON AVENUE SIDEWALK PROJECT.

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:

1574689
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)
BIG APPLE SERVICES INC
Name of Subcontractor

08/07/2020
Date of Authorization

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

TH ANSLEY
Printed Name (of Authorized Officer or Agent of Contractor)

PROJECT MANAGER
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

11/17/2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF November, 2023

[Signature]
Notary Public

My Commission Expires: 09/17/2024

[NOTARY SEAL]

**Request for Taxpayer
Identification Number and Certification**

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

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

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

CONSTRUCTION 57 INCORPORATED

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

809 PARK NORTH BOULEVARD

6 City, state, and ZIP code

CLARKSTON GA. 30021

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

27 - 2537065

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 ► **11/17/2023**

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.

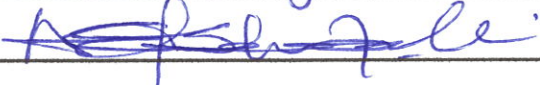
- Form 1099-INT (interest earned or paid)

- 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.

ITB #2023-030
E PONCE DE LEON AVENUE SIDEWALK PROJECT

Company Name: CONSTRUCTION 57 INCORPORATED
Address: 809 PARK NORTH BOULEVARD CLARKSON GA. 30021
Contact Person: OLUSEGUN OSHO
Phone Number: 404 514 8901
Email Address: Wale.Osho@gmail.com
Signature: 

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

ITB #2023-030
E PONCE DE LEON AVENUE SIDEWALK PROJECT

Exhibit B: Cost Proposal

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Traffic Control	LS	1	20000	20000
2	Grading Complete	LS	1	100000	100000
3	8" Graded Aggregate Base	SY	280	22	6160
4	8"x30" Curb & Gutter, TP 2	LF	700	20	14000
5	Header Curb, 10", TP 4	LF	150	20	3000
6	Guardrail, TP W	LF	400	45	18000
7	Guardrail Anchorage, TP 1	EA	2	2500	5000
8	Guardrail Anchorage, TP 12A, 31 IN TANG.	EA	2	4250	8500
9	Concrete Sidewalk, 4 IN	SY	1750	39	68250
10	Driveway Concrete, 6 IN	SY	75	60	4500
11	MARTA Bus Pad, Pad Only	EA	1	2000	2000
12	Convert Existing Storm Structure	EA	1	1000	1000
13	Thermoplastic Striping, 8" White	LF	1400	6	8400
14	Thermoplastic Striping, 24" White	LF	70	10	700
15	Thermoplastic Pavement Marking, Arrow, TP 2	EA	1	250	250
16	Traffic Signal Installation No. 1	LS	1	69000	69000
17	Conduit, Non metal, TP 3, 2 IN	LF	765	25	19125
18	Directional Bore - 5 IN	LF	130	10	1300
19	Temporary Seeding	AC	0.6	1000	600
20	Inlet Sediment Trap	EA	15	100	1500
21	Silt Fence	LF	1850	2.50	4625
22	Sod	SY	1950	12	23400

TOTAL

\$379,310.00

CITY OF TUCKER

ACKNOWLEDGE RECEIPT OF ADDENDUM #1 FORM

ITB #2023-030

E PONCE DE LEON AVENUE SIDEWALK PROJECT

Upon receipt, please print and add to your proposal.

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

COMPANY NAME: CONSTRUCTION 57 INCORPORATED
CONTACT PERSON: OLUSEGUN OSHO
ADDRESS: 809 PARK NORTH BOULEVARD
CITY: CLARKSTON STATE: GA ZIP: 30021
PHONE: 404 514 8901 FAX: 770 277 1425
EMAIL ADDRESS: waleo@construction57.com
[Signature] 11/14/2023
SIGNATURE DATE

ADDENDUM #1

	QUESTION	ANSWER
1	Please confirm if this is a Davis-Bacon/Certified Payroll project?	Davis Bacon reporting is not required on this project.
2	Are message boards needed?	Message boards are not required. Contractors are required to install construction zone signs, supply certified flagmen, and install traffic control per MUTCD guidelines.
3	I think last year per Georgia Code, they modified retainage percentage from 10% to 5%. So, does City intends to still hold 10% from contractor for this project?	The City withholds 10% retainage.
4	Also does contractor need to be Registered or Prequalified Contractor with GDOT?	GDOT prequalification is preferred, but not required. The City will consider references and previous projects.
5	Also plan set included with bid document is not stamped by engineer so want to make sure if it is a correct set of plans.	The contractor will receive a stamped set prior to construction.

LIST OF PROPOSED SUBCONTRACTORS.

1. D.E.T. INC. TRAFFIC SIGNAL LIGHT
2. MARTIN – ROBBINS FENCE CO. INC GUARD RAIL
3. THE EROSION COMPANY SILT FENCE AND EROSION CONTROL
4. BIG APPLE SERVICES STRIPING WORK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

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

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

PRODUCER ABT INSURANCE SERVICES INC 6695 Peachtree Industrial Blvd Suite 110 Atlanta GA 30360	CONTACT NAME: Maday Hernandez PHONE (A/C, No, Ext): (770)441-0000 FAX (A/C, No): (770)441-3973 E-MAIL ADDRESS: csr@abtinsurance.com
INSURED CONSTRUCTION 57 INC 3975 Embassy Way Lilburn GA 30047	INSURER(S) AFFORDING COVERAGE INSURER A : Progressive Mountain Ins Co INSURER B : Norguard Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			03013882	12/21/2022	12/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	COWC465069	09/20/2023	09/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

GA OPERATIONS

CERTIFICATE HOLDER

CANCELLATION

City of Tucker Ga 1975 Lakeside Parkway Suite 350 Tucker GA 30084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Fax: ACORD 25 (2016/03)

Email:

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ITB #2023-030 E Ponce de Leon Avenue Sidewalk Project

BID SUBMISSION SHEET

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

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

	<u>COMPANY</u>	<u>RECEIVED</u>	<u>BID AMOUNT</u>
1	Tri Scapes, Inc.	11/16/2023 2:22pm	\$ 780,508.92
2	Ryde Grading, Inc.	11/17/2023 6:45am	\$ 446,608.31
3	IP Construction, LLC	11/17/2023 9:57am	\$ 567,640.96 \$567,644.79
4	Hasbun Construction, LLC	11/17/2023 10:23am	\$ 492,770.00
5	Construction 57, Inc.	11/17/2023 11:35am	\$ 379,310.00
6	Sol Construction, LLC	11/17/2023 11:36am	\$ 392,254.00
7	Ohmshiv Construction, LLC	11/17/2023 12:04pm	\$ 475,642.25
8	N.S.E.W. Inc.	11/17/2023 12:12pm	\$ 398,095.00
9	DAF Concrete, Inc.	11/17/2023 12:23pm	\$ 543,045.00
10	SD&C, Inc.	11/17/2023 12:53pm	\$ 489,581.50

Opened/Verified by:

Erich Krahn

11/17/2023

Date

Jack Smith

11/17/2023



MEMO

To: Honorable Mayor and City Council Members
From: Ted Baggett, City Attorney
CC: Tami Hanlin, City Manager
Date: November 27, 2023
RE: Memo for Resolution to Acquire Property

Description for on the Agenda:

A Resolution of the city council of the city of tucker to designate a location for the extension of a roadway, to approve the acquisition of said location for the public purpose of roadway transportation, to authorize officers of the city to take such legal actions necessary to acquire said property.

Issue:

The City of Tucker has prudently studied its transportation needs and has adopted the Tucker Strategic Transportation Master Plan, and that in the judgment of the City Council, Richardson Street should be extended so that it connects to East Ponce de Leon Avenue.

Recommendation:

The City Council of Tucker while at a regular meeting on November 27, 2023, that:

1. The Mayor is hereby authorized to execute a declaration of taking on behalf of the City pursuant to Title 32 of the O.C.G.A.; and
2. The City Attorney is hereby authorized to file a petition, such other actions, and provide all necessary notices to implement the objective herein; and
3. The City Manager, City Clerk, and all other officers of the City are hereby authorized to take such steps as necessary to implement the objective herein including but not limited to the remittance of funds representing fair and just compensation into the registry of the superior court.

Background:

The City procured an appraisal by a licensed real estate appraiser, shared said appraisal with the landowner and made its highest and best offer, which was not less than the amount identified in the shared appraisal to purchase a portion of the commercial property located at 5960 East Ponce de Leon Avenue (DeKalb County Tax Parcel ID 18 125 01 003) and such offer was not accepted by the property owner.

Summary:

The City of Tucker makes the following legislative findings and conclusions:

1. The City deems it necessary to acquire fee simple interest in a portion of the property at 5960 East Ponce de Leon Avenue (DeKalb County Tax Parcel ID 18 125 01 003) more particularly described in the depiction attached hereto as Exhibit A.
2. The purpose of the acquisition authorized herein shall be for public purposes, specifically public road purposes as authorized by O.C.G.A. Section 32-3-1 et seq.
3. The City has determined that \$500,000 is the fair and just compensation to be remitted for the acquisition authorized herein, as established by an appraisal performed by HBR Appraisers & Consultants, Inc. dated February 22, 2023.
4. Acquisition of this property serves the public interest, and using said property for public road purposes is an appropriate and judicious use of the power of eminent domain.

Financial Impact:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUCKER TO DESIGNATE A LOCATION FOR THE EXTENSION OF A ROADWAY, TO APPROVE THE ACQUISITION OF SAID LOCATION FOR THE PUBLIC PURPOSE OF ROADWAY TRANSPORTATION, TO AUTHORIZE OFFICERS OF THE CITY TO TAKE SUCH LEGAL ACTIONS NECESSARY TO ACQUIRE SAID PROPERTY, AND FOR OTHER PURPOSES

WHEREAS, the City of Tucker is a municipal corporation of the State of Georgia having been legally incorporated through the passage of House Bill 515 in the 2015 Georgia General Assembly, approval by the Governor, and subsequent ratification in a referendum; and

WHEREAS, Section 1.03 of the Charter of the City of Tucker authorizes its use of governmental power for public purposes including the provision of roadways; and

WHEREAS, the City of Tucker has prudently studied its transportation needs and has adopted the Tucker Strategic Transportation Master Plan, and that in the judgment of the City Council, Richardson Street should be extended so that it connects to East Ponce de Leon Avenue; and

WHEREAS, the Georgia Constitution, Article IX, Section II, Paragraph V confers upon municipal corporations of this state the legal power of eminent domain subject to the requirements of general law; and

WHEREAS, the City procured an appraisal by a licensed real estate appraiser, shared said appraisal with the landowner and made its highest and best offer, which was not less than the amount identified in the shared appraisal to purchase a portion of the commercial property located at 5960 East Ponce de Leon Avenue (DeKalb County Tax Parcel ID 18 125 01 003) and such offer was not accepted by the property owner; and

WHEREAS, the City of Tucker makes the following legislative findings and conclusions:

1. The City deems it necessary to acquire fee simple interest in a portion of the property at 5960 East Ponce de Leon Avenue (DeKalb County Tax Parcel ID 18 125 01 003) more particularly described in the depiction attached hereto as Exhibit A.
2. The purpose of the acquisition authorized herein shall be for public purposes, specifically public road purposes as authorized by O.C.G.A. Section 32-3-1 et seq.
3. The City has determined that \$500,000 is the fair and just compensation to be remitted for the acquisition authorized herein, as established by an appraisal performed by HBR Appraisers & Consultants, Inc. dated February 22, 2023.
4. Acquisition of this property serves the public interest, and using said property for public

road purposes is an appropriate and judicious use of the power of eminent domain.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of Tucker while at a regular meeting on November 27, 2023, that:

1. The Mayor is hereby authorized to execute a declaration of taking on behalf of the City pursuant to Title 32 of the O.C.G.A.; and
2. The City Attorney is hereby authorized to file a petition, such other actions, and provide all necessary notices to implement the objective herein; and
3. The City Manager, City Clerk, and all other officers of the City are hereby authorized to take such steps as necessary to implement the objective herein including but not limited to the remittance of funds representing fair and just compensation into the registry of the superior court.

SO RESOLVED, this 27th day of November, 2023.

APPROVED:

ATTEST:

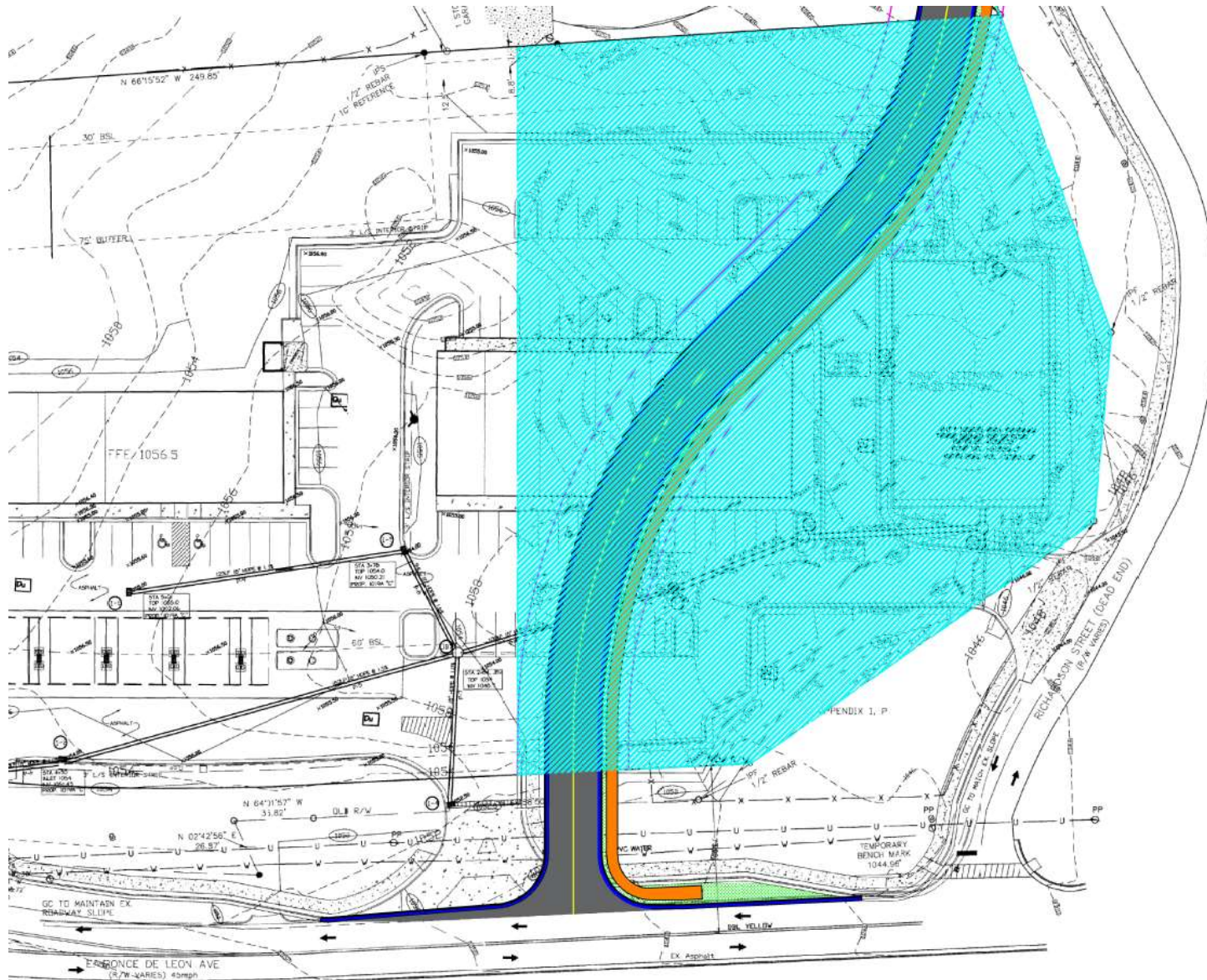
Frank Auman, Mayor

Bonnie Warne, City Clerk

[seal]

APPROVED AS TO FORM:

Ted C. Baggett, City Attorney



Approximately 75,600 SF