

ADDENDUM #1

Date: September 12, 2018

Project No. 18081-1

Project Name: Ashford Park Elementary Turf Field

This addendum supersedes and supplements all portions of the bidding documents and becomes part of the Contract Documents for the above-referenced project.

Failure to acknowledge this addendum in the Bid Form may result in the Bid being deemed non-responsive.

Where any original item is amended, voided, or superseded hereby, the provision of such item not so specifically amended, voided, or superseded shall remain in effect.

NARRATIVE:

This addendum includes revisions to the specifications (adding the Bid Form, updating the Summary Section to include Project Time and Liquidated Damages, and incorporating a sample of the City Contract that will be used for the project), revisions to the plans based on permitting review comments, questions that were received to date, and a change to the Bid Date.

The following items were discussed at the prebid meeting:

- 1. The scope of the project was reviewed as outlined in the Project Manual. Listed alternates were described as outlined in the Project Manual.
- 2. The Contract Time is 90 days from notice to proceed for the entire project.
- 3. The deadline for questions is 5:00 PM EST on September 6, 2018.

The Bid Date for the Project has been changed to September 18 at 12:00 pm EST.

Clarifications

1. The artificial turf system must meet the minimum required specifications set forth in the plans and the project manual.

Project Drawing Revisions

- 1. C0.00 COVER
- 2. C0.01 GENERAL NOTES
- 3. C0.10 DEMOLITION PLAN
- 4. C1.00 LAYOUT PLAN
- 5. C2.00 GRADING PLAN
- 6. C2.10 ES&PC PLAN PHASE 1
- 7. C2.20 ES&PC PLAN PHASE 2
- 8. C2.30 ES&PC PLAN PHASE 3
- 9. C2.42 ES&PC NOTES
- 10. C2.50 STORM SEWER PIPE CHART AND PROFILES
- 11. C2.93 DRAINAGE AND ESCP DETAILS



12. C4.00 - DETAILS

Project Specification Revisions

- 1. SECTION 000001 BID FORM (ADDED TO PROJECT)
- 2. CITY OF BROOKHAVEN CONSTRUCTION CONTRACT (SAMPLE) (ADDED TO PROJECT)
- 3. SECTION 011000 SUMMARY

Received Bidder Questions

- 1. Is a General Contractors license required?
 - a. Yes, a General Contractors license is required.
- 2. Who is responsible for handling the geotechnical testing?
 - a. Refer to Grading Notes on Sheet C2.00.
- 3. If unsuitable soils are encountered, how will that be handled?
 - a. Refer to Grading Notes on Sheet C2.00.
- 4. Does the city have a stockpile yard we can use for any excess dirt we may remove during the grading operation?
 - a. Refer to Export Soil Material note on Sheet C2.00.
- 5. Please confirm the General Contractor is to coordinate only, with the utility providers during any relocations. Usually this cost is paid by the owner direct to the utility provider.
 - a. Cost is to be included in the Contractor's Bid.
- 6. Is a CADD File available to perform dirt takeoffs prior to bid?
 - a. A CADD file will not be provided prior to bidding.

Substitution Requests - APPROVED

1. None

Substitution Requests - DENIED

1. None

Attachments

- 1. Pre Bid Sign-In Sheet
- 2. Plan Sheets:
 - a. C0.00 COVER
 - b. C0.01 GENERAL NOTES
 - c. C0.10 DEMOLITION PLAN
 - d. C1.00 LAYOUT PLAN
 - e. C2.00 GRADING PLAN
 - f. C2.10 ES&PC PLAN PHASE 1
 - g. C2.20 ES&PC PLAN PHASE 2
 - h. C2.30 ES&PC PLAN PHASE 3
 - i. C2.42 ES&PC NOTES
 - C2.50 STORM SEWER PIPE CHART AND PROFILES
 - k. C2.92 DRAINAGE AND ESCP DETAILS
 - I. C2.93 DRAINAGE AND EXCP DETAILS
 - m. C4.00 DETAILS
- 3. Specification Sections:
 - a. SECTION 000001 BID FORM (ADDED TO PROJECT)
 - b. CITY OF BROOKHAVEN CONSTRUCTION CONTRACT (SAMPLE) (ADDED TO PROJECT)
 - c. SECTION 011000 SUMMARY
- 4. Exhibits:
 - a. None

NOTE: Receipt of this Addendum must be acknowledged on the Bid Form.

END OF ADDENDUM



Sign-In Sheet

Meeting Purpose:

Project Name:		
Date: 9	-6-2018	<u> 프로그트</u> 불통 필급하는 경험이다.
Please provide your information in	the spaces below. Thank you for your inform	ation
NAME	COMPANY	CONTACT
DAVID YOUNG	LOSE DESIGN	dyoung@lose. design
Brian Bondon	City of Brookhaven	brian bardene broadch ewengo gov
Soffowers	Sports Tur Company	scatte sportsturfinet
John FLADING Ska	In face Better Brock	& Steeling of Herbochne.
Toe Bond	Deluxe Athletics	joe @ Deliverabletics.com
Robert Mooney	A.S.G.	RMOONER NDSGGLOBAL.COM
Max HoHan	Tr: Szapes	Maxo trisures com
Brad Blastick	Sprinturf	bblastick esprinturficon
		lean London (Morto), l'Arantillon (l'Arantillon), l'Arantillon (l'Arantillon), l'Arantillon (l'Arantillon), l' L'Arantillon (l'Arantillon), l'Arantillon (l'Arantillon), l'Arantillon (l'Arantillon), l'Arantillon (l'Arantil

ASHFORD PARK PRE BID MEETING

Tennessee Offices:
2809. Foster Avenue • Nashville, Tennessee 37210 • Phone: 615-242-0040 • Fax: 615-242-1405
1012 Sparta Pike • Lebanon, Tennessee 37087 • Phone: 615-443-7796 • Fax: 615-444-5536
Georgia Office:
220 W Crogan Street; Suite 100 • Lawrenceville, Georgia 30046 • Phone: 770-338-0017 • Fax: 770-338-0397

BID FORM

Ashford Park Elementary School Turf Field Conversion Brookhaven, Georgia

Ladies and Gentlemen:

In compliance with your Invitation to Bid for the above named project, having examined the drawings, specifications, related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, we hereby propose to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, specifications, and drawings, as prepared by Lose Design, within the time and prices stated below.

We acknowledge the receipt to Addenda numbered ____ through

We acknowledge the right of the Owner to accept any proposal, to reject any or all proposals, and to waive any informality in bidding.

After the Notice to Proceed is received, we will complete the project within ninety (90) calendar days. We further agree to pay liquidated damages to the Owner in the sum of five hundred dollars (\$500.00) for each consecutive calendar day of delay, as provided in the Section 011000 - Summary.

PROJECT DESCRIPTION

The bid package is for all site work necessary to install an artificial turf play field in the area of the current school yard; including grading, segmental retaining wall, storm drainage infrastructure, turf subdrainage, new fencing, pavements installation, a new water fountain, replacing the playground surfacing at an existing playground area, and providing new surfacing at an area for a future playground at Ashford Park Elementary School. The improvements are shown on the bid documents, issue date **August 13, 2018** and Specifications, issue date **August 13, 2018**.

BASE BID

The base bid for this project includes the scope of work as described above in the project description. Artificial turf installation and associated subdrainage is limited as shown on the drawings. All necessary infrastructure improvements are included in the base bid. The base bid also includes all permits, fees, bonds, inspections, and final approvals by all agencies having jurisdiction.

ALTERNATE NO. 1: ARTIFICIAL TURF INSTALLATION FOR REMAINDER OF PROJECT

Review Section 012300 - ALTERNATES for a full description of Alternate No. 1

ALTERNATE NO. 2: ARTIFICIAL TURF COOLING SYSTEM

Review Section 012300 - ALTERNATES for a full description of Alternate No. 2

ALLOWANCE NO. 1: UNDERGROUND DETENTION SYSTEM

Review Section 012100 - ALLOWANCES for a full description of Allowance No. 1

ALLOWANCE NO. 2: UNSEEN CONDITIONS

Review Section 012100 - ALLOWANCES for a full description of Allowance No. 2

LUMP SUM

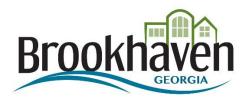
The bid shall consist of a lump sum price for provision of the Base Bid Items as described above (Base Bid) and a lump sum price for the each of the Alternate Bid Items 1 through 2 as described above. The lump sum prices for each shall include the furnishing of all materials, supplies, and services, and shall include all items of cost, overhead, and profit for the manufacturer and any subcontractors involved.

TOTAL BASE BID	Dollars
	(\$)
TOTAL ALTERNATE NO. 1 BID	
	Dollars
	(\$)
TOTAL ALTERNATE NO. 2 BID	
	Dollars
	(\$)
TOTAL ALLOWANCE NO. 1 BID	One Hundred Thousand Dollars and 00/100 Dollars
	(\$100,000.00)
TOTAL ALLOWANCE NO. 2 BID	Twenty-Five Thousand and 00/100 Dollars
	(\$25,000)
TOTAL BID (INCLUDING ALL ALLOWA	NCES AND ALTERNATES)
	Dollars
	(\$

Company:	
Contact Name:	
Company Address:	
Company Telephone #:	_Fax #:
Email address:	
Georgia License Number:	
Name of Person Signing Bid:	
Signature:	
Title of Person Signing Bid:	
Date:	

AGREEMENT

The City of Brookhaven "CONTRACT FOR CONSTRUCTION" will be the form used as the contract for this project.



CONTRACT FOR CONSTRUCTION

This **CONTRACT** made and entered into this ___day of ______, 2018 by and between the City of Brookhaven, (Party of the First Part, hereinafter called the "City"), and **Contractor**, Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence on the date hereof. The initial term of this Contract shall be through December 31, 2018. Time is of the essence of this Contract. All work must be completed by December 31, 2018.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as <u>Exhibit A</u> encompass all of the Contract documents:

Exhibit A: General Conditions

Exhibit B: Scope of Services

Exhibit C: Fee

Exhibit D: ITB XX-XXX referenced

Exhibit E: Bond Forms

Exhibit F: Georgia Security and Immigration Compliance Affidavit

Exhibit G: Drug Free Workplace

Exhibit H: Purchasing Policy Addendum

Exhibit I: Proof of Payment

Exhibit J: Public Benefit Affidavit

3. **PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the "work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for labor and expenses, shall be the amount reflected in Exhibit C.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. ---General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising

out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

	Brookhaven, GEORGIA	
	By: John Arthur Ernst, Jr. Mayor City of Brookhaven, Georgia ATTEST:	
	Susan Hiott City Clerk	_
	APPROVED AS TO FORM:	
	Chris Balch., City Attorney	
SERVICE PROVIDER: Contractor		
BY:Signature		
Print Name		
Title		
ATTEST:		
Signature		
Print Name Corporate Secretary (Seal)		

Exhibit A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as <u>Exhibit B</u>.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Brookhaven's Financial Management and Purchasing Policies.
- 2.5 The Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:30 a.m. and 8:30 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3. The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days the work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor- the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
 - 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
 - 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be at the City's discretion.
 - 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider, or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Brookhaven regulations.
- Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Service Provider shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

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

10. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 10.2 The City shall pay the Service Provider the price as set forth within 30 days after completion of the services for the previous month, or 30 days after the City's receipt of the invoice for the month, whichever is later. The Service Provider shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 10.3 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have been paid, with each invoice.
- 10.4 The Service Provider shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.5 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Service Provider hereunder.
- 10.7 The Service Provider shall submit all invoices to: City of Brookhaven, GA, Accounts Payable, 4362 Peachtree Road NE, Brookhaven, GA 30319.
- 10.8 The Service Provider will agree to comply with the City of Brookhaven's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.9 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Brookhaven for work done, materials furnished, costs incurred or otherwise arising out of this Contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

10.10 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Brookhaven, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the City or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

13.1 The Service Provider shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider 's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

- In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

13.7 Insurance

- 13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:
 - (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and
 - (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.
 - 13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.
 - 13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.
 - 13.7.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.
 - 13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the

- project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
- 13.7.4 Health Insurance. Not applicable.
- 13.7.5 Garage Liability Insurance. Not applicable.
- 13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.7 Crime Coverage. Not applicable.
- 13.7.8 Pollution Liability Insurance. Not applicable.
- 13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.
- 13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider's execution of the Contract. The Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 14.1 The Service Provider shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.
- Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial

Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

- 16.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.
- This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General

Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

- Bankruptcy and Liquidation In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
 - (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
 - (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
 - (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market)

any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Brookhaven, GA ATTN: City Manager 4362 Peachtree Road NE Brookhaven, GA 30319

Service Provider Contractor 3384 Almand Road Atlanta, GA 30316

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

- 21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
 - 21.1.1 Compliance with Regulations. The Service Provider shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
 - 21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
 - 21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential

- subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
 - 21.1.5.1Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
 - 21.1.5.2Cancellation, termination or suspension of the Contract, in whole or in part.
- 21.1.6 Incorporation of Provisions. The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and

Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.

- This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 23.6 The section headings herein are for the convenience of the City and the Service Provider, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service

Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an independent Service Provider and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable

reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or a third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

* * * * * * END OF GENERAL CONDITIONS * * * * * *

EXHIBIT B/C

SPECIFICATIONS & COST

SCOPE OF WORK

General Notes:

- 1. Work is expected to begin within **10 days** of approval of the contract and all paving work be completed within 60 days calendar days.
- 2. The contractor is responsible for calling for utility locations prior to the start of each work. It shall be the contractor's responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
- 3. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in other unit price bid. No claims will be considered for extra compensation.
- 4. All traffic control shall be provided by the contractor in accordance with GDOT's "shelf" Special Provision 150. Assistance from police officers will not be provided by the City. Post mounted traffic control signs are not required. In addition to the required traffic control signs, contractor shall put out city provided "Brookhaven Working for You" signs at each work location during active construction.
- 5. The City intends to award one contract for this work but reserves the right to contract the work among multiple contractors.
- 6. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract.
- 7. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
- 8. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation.
- 9. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia or Public Works Designee".

- 10. Working hours are limited to Monday to Friday, 7:30 AM to 8:30 PM unless prior approval is granted by the Department of Public Works. Lane closures on non-neighborhood streets will only be permissible between the hours of 9 a.m. and 4 p.m.
- 11. Contractor shall have all vehicles marked with their company name.
- 12. The contractor will conduct, at Brookhaven City Hall, one (1) overall contract pre-construction meeting shortly after award of the contract and one (1) additional meeting with the pavement marking subcontractor prior to pavement marking.
- 13. The City of Brookhaven will not provide restroom facilities.
- 14. The Contract shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Brookhaven for all issues as needed in regards to the project for any safety, signage, or other emergency as needed.
- 15. The contractor shall obtain permission from any private property owner on whose property construction equipment may be parked. Failure to obtain permission from property owners may result in citations. Limited space for parking of equipment may be available at city owned parks, depending on the schedule of events at the park.
- 16. The City of Brookhaven reserves the right to extend this contract by mutual consent for a limited period of time, not to exceed six (6) months, and extend the contract for additional work to the awarded vendor. This action should be taken in writing prior to the expiration of the current contract.
- 17. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.
- 18. All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Brookhaven in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.
- 19. The awarded bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents. Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.
- 20. The awarded bidder will be required to submit Maintenance Bond valid for 12 months in the amount of the total bid.

Alternative Bid Schedule

EXHIBIT D

ITB XX-XX Referenced Herein

EXHIBIT E

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT
(Name of Contractor)
(Address of Contractor)
a
(Corporation, Partnership or Individual)
Hereinafter called Principal, and
(Name of Surety)
(Address of Surety)
A Corporation of the State of and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto
The City of Brookhaven, Georgia (Name of Obligee)
4362 Peachtree Road NE, Brookhaven, GA. 30319 (Address of Obligee)
hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:
The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated for:
NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect. PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed

ITB XX-XXX there under.

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. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this	day of		, 2018
ATTEST:			
(Principal Secretary)		(Principal)	
(SEAL)			
BY:			
(Witness to Principal)			
(Address)			
(Surety)			
ATTEST:			
Attorney-in-Fact) and Resident Agent			
(Attorney-in-Fact) (Seal)			
(Address)			
(Witness as to Surety)			
(Address)			

ITB XX-XXX

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name o	f Contractor)			
(Address	s of Contractor)			_
a				
(Corpora	ation, Partnership or Indivi	dual)		
Hereinat	fter called Principal, and			
(Name o	f Surety)			
(Address	s of Surety)			
	ration of the State ofter called Surety, are held a	and a surety authorized by land firmly bound unto	w to do business in the S	State of Georgia,
(Name of 4362 Pe	City of Brookhaven Georg of Obligee) achtree Road NE, Brookha os of Obligee)	_		
	labor, services, skill, too	s Obligee; for the use and protection o ols, machinery, materials and/or equipmer referred to in the full and just sum	ment in the prosecution of	of the work provided for
		tes, for the payment of which sum we and each of their heirs, executors, adm e presents.	ll and truly to be made,	
		such, as whereas the Principal entered		. hereto attached, with
said Con material	ntract in accordance to its s, services, skill, tools, mac	ns of this obligation are such that if the terms, covenants, and conditions, and hinery and/or equipment for use in the main in full force and effect.	d shall promptly pay all	persons furnishing labor,
A 11		1.1 / 1.11 / 1.11 /	1 1' 1/	

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials,

ITB XX-XXX

services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

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. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this	day of	, 2018
ATTEST:		
(Principal Secretary) (Seal)	 E	(Principal) BY:
(Witness to Principal)		(Address)
(Address)		(Surety)
ATTEST	ВУ	Y:(Attorney-in-Fact) and Resident Agent
(Attorney-in-Fact)		
(Seal)		
(Address)		
(Witness as to Surety)		

ITB XX-XXX		
(Address)		
	MAINTENANCE BO	ND
CITY OF BROOKHAVEN, GEO	ORGIA	
PROJECT NO: BOND NO:	DEKALB COUNTY, GEO	ORGIA
GEORGIA, as Obligee in the sum of	Surety, are held and firmly boo of one-third of the contract bid	as Principal, and und unto the CITY OF BROOKHAVEN, for the payment of which said Principal and cessors and assigns jointly and severally,
Parks Restroom Project. Said wor	rk has now been completed and	City of Brookhaven for the Recreation and I the Obligee desires a maintenance bond beginning and ending
NOW, THEREFORE, THE COND indemnify and save harmless the C repairs or replacements required be	ity of Brookhaven from any and ecause of defective workmanshi therwise to be and remain in ful	ON IS SUCH, that if the Principal shall fully d all loss, costs, expenses or damages, for any p or materials in said construction, then this ll force and effect as to any such claim arising th in said agreement.
Signed, sealed and dated this	day of	, 2018
Witness:		

(Name of Surety Company)	
(Attorney-in-fact)	

(Principal)

EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Service Provider(s) Name:	
stating affirmatively that the individual, firm, or	son or entity verifies its compliance with O.C.G.A. § 13-10-91, corporation has registered with, is authorized to participate in, ion program commonly known as E-Verify* in accordance with
throughout the contract period, and it will contrac	nat it will continue to use the federal work authorization program at for the physical performance of services in satisfaction of such a affidavit to the undersigned with the information required by
	to maintain records of such compliance and provide a copy of a within five (5) business days after any subcontractor(s) is/are
E Verify TM Company Identification Number Date of Aut	thorization
BY: Authorized Officer or Agent Date (Name of Person or Entity)	
Title of Authorized Officer or Agent	
Printed Name of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	[NOTARY SEAL]
DAY OF,	
201_ My Commission Expires:	

^{*}or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60.

EXHIBIT G

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1)	A drug-free workplace will the performance of the Con	-	for the	Service Provider's employees	during
(2)	Each Service Provider who shall secure from that subco			or to work in a drug-free workping written certification:	lace
"As	part of the subcontracting	agreement	with _		(Service
Provi	ider),			_(subcontractor) certifies to the	Service
Provi	ider that a drug-free workplace	e will be prov	vided fo	or the subcontractor's employees	s during
the p	erformance of this Contract p	ursuant to pa	ıragraph	n (7) of subsection (b) of Code	Section
50-24	4-03."				
sale, dist the perfo	ribution, dispensation, possess rmance of the Contract.			engage in the unlawful manufac trolled substance or marijuana c	
Compan	y Name				
					
	horized Officer or Agent Date Provider Signature)				
(561 1166	110 (Idol Signaturo)				
Title of A	Authorized Officer or Agent of	f Service Pro	vider		
Deintad N	Jama of Authorized Officer or	Acont			
rinnea r	Name of Authorized Officer or	Agent			
Date					

EXHIBIT H

PURCHASING POLICY ADDENDUM

be found at http://brevenuerements of the Ci	hereby certify that I have received certify that I have okhaven, GA, Financial Management Policies Purchasing Policy okhavenga.gov/city-departments/purchasing and agree to comply of Brookhaven, GA Financial Management Policies Purchasing applicable to the undersigned.	y which can ly with all
BY: Authorized Office (Service Provider Sign		
Title of Authorized Of	icer or Agent of Service Provider	
Printed Name of Auth	rized Officer or Agent	
Date		

(SEAL)

EXHIBIT I

PROOF OF PAYMENT

TO CITY OF BROOKHAVEN	GEORGIA			
I,equipment and service, subcontractor any of its subcontractor, 20 kind for the payment of which the in any lawful proceeding at law	s in connection for the City has , and that there a he City on the above	on with ave been pa are no outstan	the services id and satisf ding obligatio	s required for fied in full as of ns or claims of any
This	day		of 2018.	
Name of Party: Corporate or Partnership Name:				
Sworn to and subscribed before	me this	_ day		of 2018.
Notary Public: My Commission Expires:				

EXHIBIT J

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Brookhaven license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:
1 I am a United States citizen
OR
2 I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.
Signature of Applicant:
Date: Printed Name:
*Alien Registration number for non-citizens:
**PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).
Subscribed and Sworn Before Me, this theday of, 20
Notary Public:
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Project Time and Liquidated Damages
 - 4. Access to Site
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: TURF FIELD CONVERSTION ASHFORD PARK ELEMENTARY SCHOOL
- B. Project Location: 2968 CRAVENRIDGE DR. NE, ATLANTA, GA 30319
- C. Owner: CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT

1. Owner's Contact: BRIAN BORDEN, DIRECTOR

CITY OF BROOKHAVEN PARKS AND RECREATION

3360 OSBORNE ROAD

BROOKHAVEN, GEORGIA 30319

D. Designer of Record:

1. Site Development: AARON ST. PIERRE, ASLA, LANDSCAPE ARCHITECT

LOSE & ASSOCIATES, INC.

220 WEST CROGAN

LAWRENCEVILLE, GA 30046 PHONE: (770) 338-0017

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. The project includes, but not limited to the following:

a. All site work necessary to install an artificial turf play field in the area of the current school yard; including grading, segmental retaining wall, storm drainage infrastructure, turf subdrainage, new fencing, pavement installation, a new water fountain, and replacing the playground surfacing at two playground areas within the site limits.

1.5 PROJECT TIME AND LIQUIDATED DAMAGES

- A. The Owner expects the Contractor to begin promptly and to perform in an expeditious and professional manner with the highest quality materials and workmanship. After Notice to Proceed is received, the Contractor will begin work within seven (7) days and complete the project on or before 90 calander days.
- B. The Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitrartion proceedin the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated for delay (but not as a penalty), the Contactor shall pay to the Owner an amount fo Five Hundred dollars (\$500.00) for each calendar day that expires after the time specified.

1.6 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations during construction period as directed by the Owner.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, site parking, patron operations and other requirements of authorities having jurisdiction.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Material Coordination: Requirements for materials and products are identified in detail within the Specifications. One or more of the following are used in the Specifications to identify materials and products:

SECTION 011000 – SUMMARY LA# 18081-1 – TURF FIELD CONVERSION – ASHFORD PARK ELEMENTARY SCHOOL Page 3 of 4

- 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
- 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
- 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

END OF SECTION

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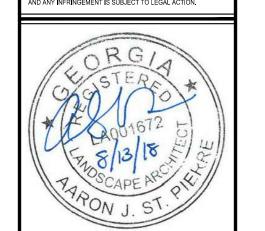
100% CONSTRUCTION DOCUMENTS

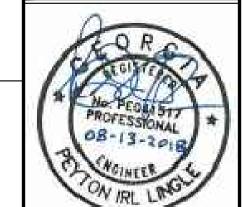
TURF FIELD CONVERSION

ASHFORD PARK ELEMENTARY SCHOOL

PREPARED FOR: CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT







DESIGNER SITE INFORMATION

OWNER/DEVELOPER

CITY OF BROOKHAVEN

PARKS AND RECREATION DEPARTMENT

3360 OSBORNE ROAD

BROOKHAVEN, GA 30319

CONTACT: BRIAN BORDEN, DIRECTOR

404-637-0562

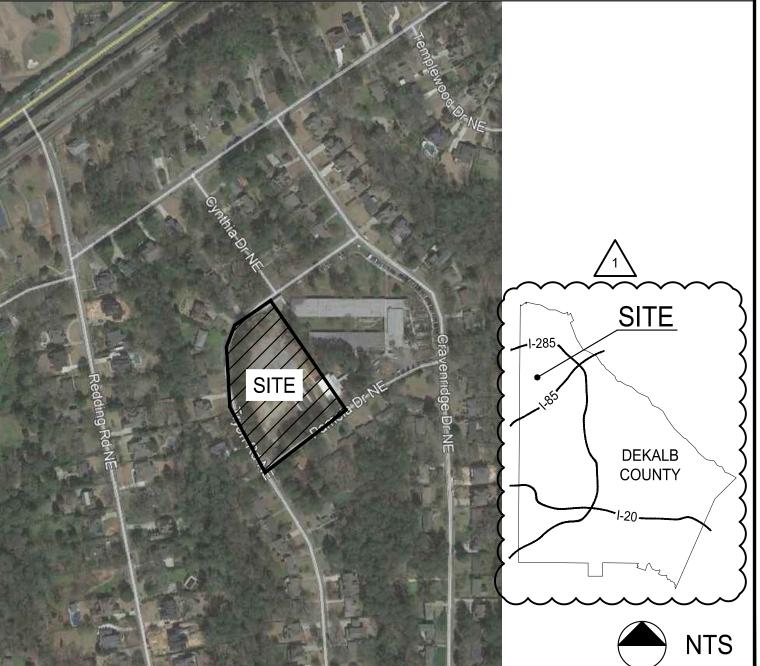
LOSE DESIGN

LANDSCAPE ARCHITECTURE/ARCHITECTURE/CIVIL ENGINEERING/PLANNING

> 220 WEST CROGAN ST. LAWRENCEVILLE, GA 30046

PHONE: 770-338-0017 CONTACT: AARON ST. PIERRE

LOCATION MAP



- PARCEL ID: 18 272 07 001
- **ZONING CLASS: R-85**
- TOTAL DISTURBED AREA: ±1.66 ACRES
- TOTAL IMPERVIOUS AREA: ±2.5 ACRES
- PERCENTAGE OF TRACT IMPERVIOUS: ±36% IMPERVIOUS

DEKALB COUNTY DEVELOPMENT FILE # _

PROJECT SCOPE OF WORK:

INSTALL AN ARTIFICIAL TURF PLAY FIELD IN THE AREA OF THE CURRENT SCHOOL YARD; INCLUDING GRADING, SEGMENTAL RETAINING WALL, STORM DRAINAGE INFRASTRUCTURE, TURF SUB-DRAINAGE, NEW FENCING, PAVEMENT INSTALLATION, A NEW WATER FOUNTAIN, AND REPLACING THE PLAYGROUND SURFACING AT TWO PLAYGROUND AREAS WITHIN THE SITE LIMITS.

VERSION FARY SCHOOL TURF

COVER

Know what's below.

Call before you dig.

DRAWN BY CHECKED BY

C0.00

DEKALB COUNTY, GEORGIA MAP REVISED

X \$40/acre = 68

SHEET INDEX

GENERAL NOTES

EXISTING CONDITIONS

ES&PC PLAN PHASE 3

ES&PC PLAN CHECKLIST

DRAINAGE AND ESCP DETAILS

FLOOD INSURANCE RATE MAP

ES&PC NOTES

FEMA FIRM PANEL

NPDES FEES

Acres Disturbed (to the nearest tenth (1/10th) acre)

Regulated by a certified Local Issuing Authority

THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND HUBS DURING THE CONSTRUCTION OF HIS/HER WORK, AND

- SHALL BEAR THE COST OF REPLACING SAME. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY. THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION/PROJECT MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT AND PLANS, ETC.
- 4. CARE SHALL BE TAKEN TO PROTECT ANY UTILITIES, TREES, ETC, WHICH ARE TO REMAIN AND NOT TO BE DISTURBED BY THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO SUCH PROPERTY
- 5. THE SITE SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LOCATING IMPROVEMENTS PER THESE PLANS.
- 6. UPON RECEIPT OF POINT COORDINATE DATA, THE CONTRACTOR SHALL RUN AN INDEPENDENT VERTICAL CONTROL TRAVERSE TO CHECK BENCHMARKS AND A HORIZONTAL CONTROL TRAVERSE THROUGH GIVEN POINTS TO CONFIRM GEOMETRIC DATA AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY CONSTRUCTION.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THE PLAN ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS/HER WORK FORCE.
- 8. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 9. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS AND PAY ALL LEGAL FEES. HE/SHE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE BUILDING LAWS, ORDINANCES OR REGULATIONS RELATING TO BUILDING SIDEWALKS, STREETS, WATER MAINS, SEWERS, BLASTING, PUBLIC STRUCTURES, ETC.
- 10. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE WORK IS ENTIRELY AT THE CONTRACTOR'S RISK UNTIL SITE IS ACCEPTED, AND THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR PROTECTION OF THE PROJECT AND PUBLIC SAFETY. THE CONTRACTOR WILL INDEMNIFY THE OWNER AND LOSE DESIGN FROM LIABILITY AT THE SITE THROUGHOUT THE CONSTRUCTION PROCESS.
- 11. ALL DIMENSIONS, GRADES, AND UTILITY LOCATIONS SHOWN ON THESE PLANS WERE BASED ON SITE SURVEY PROVIDED BY OTHERS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CONSTRUCTION/PROJECT MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO INFORMATION SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- 12. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE WORK AND THE PUBLIC, INCLUDING BARRICADES, WARNING SIGNS, LIGHTS OR OTHER DEVICES SOLELY AT THE DETERMINATION OF THE CONTRACTOR
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES. OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION OF THE WORK, WHETHER CAUSED BY THE CONTRACTOR, SUBCONTRACTORS, OR THE CARELESSNESS OF ANY OF THEIR EMPLOYEES.
- 14. ALL PAY ITEMS HAVE BEEN EXPLICITLY SET FORTH AS SUCH IN THE PROPOSAL, ALL OTHER ITEMS OF COST ARE TO BE INCLUDED IN THE PRICE OF THE ITEMS ACTUALLY BID
- 15. ALL WORK WITHIN THE RIGHTS OF WAY SHALL BE IN ACCORDANCE WITH THE GOVERNING JURISDICTION AND SPECIFICATIONS.
- 16. THE CONTRACTOR SHALL PROVIDE SUCH BRACING, SHEETING AND SHORING, BLASTING PROTECTION, WARNING LIGHTS AND BARRICADES, ETC. AS MAY BE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY FOR EMPLOYEES AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STATUTES AND RULES REQUIRING CERTAIN PROTECTIVE PERSONAL APPAREL SUCH AS HARD HATS, EAR PLUGS, EYE SHIELDS, PROTECTIVE SHOES, ETC. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY OR LIABILITY FOR ACTIONS TAKEN BY THE CONTRACTOR WHICH ENDANGER LIFE OR PROPERTY.
- 17. THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL EXPLORATION WORK. PROMPTLY NOTIFY THE OWNER VERBALLY TO PERMIT VERIFICATION OF THE CONDITIONS AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLAN AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER. VERBALLY AND IN WRITING AS REQUIRED ABOVE. OF SUCH DIFFERING CONDITIONS.
- 18. ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE LAND OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUITIES.
- 19. ALL SURPLUS EXCAVATION SHALL BE PLACED ON-SITE IN A LOCATION DESIGNATED BY
- 20. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.
- 21. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. DAILY, AND MORE OFTEN IF NECESSARY, INSPECT & AND PICK UP ALL SCRAP, DEBRIS, & WASTE MATERIAL.
- 22. THE CONTRACTOR SHALL PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNMARRED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY
- 23. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL CLEAN THE PAVED AREAS PRIOR TO REMOVAL OF TEMPORARY SEDIMENT CONTROLS, AS DIRECTED BY THE CITY AND/OR CONSTRUCTION/PROJECT MANAGER. IF POWER WASHING IS USED, NO SEDIMENT LADEN WATER SHALL BE WASHED INTO THE STORM SYSTEM. ALL SEDIMENT LADEN MATERIAL ON PAVEMENT OR WITHIN THE STORM SYSTEM SHALL BE COLLECTED AND REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.
- 24. CONTRACTOR SHALL AT ALL TIMES ENSURE THAT SWPPP MEASURES PROTECTING EXISTING DRAINAGE FACILITIES BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY PHASE OF THE SITE CONSTRUCTION OR LAND ALTERATION.
- 25. THE CONTRACTOR SHALL COORDINATE ALL ROAD CLOSURES, EXCAVATIONS, ETC. WITH LOCAL JURISDICTIONS. ALL TEMPORARY LANE CLOSURES, EXCAVATIONS, BORINGS, TRAFFIC CONTROL, ETC. SHALL BE DONE IN COMPLIANCE WITH LOCAL REQUIREMENTS.
- 26. THE CONTRACTOR SHALL PERFORM ALL QUANTITY TAKEOFFS REQUIRED FOR BIDDING AND CONSTRUCTION OF THIS PROJECT. LOSE DESIGN ACCEPTS NO RESPONSIBILITY NOR LIABILITY FOR QUANTITY TAKEOFFS PERFORMED FOR THIS PROJECT.

DEMOLITION

- 1. DEMOLITION INCLUDES THE FOLLOWING WITHIN THE PROPERTY LINES:
- 1.1. TRANSFER BENCHMARK CONTROL TO NEW LOCATIONS OUTSIDE THE DISTURBED AREA PRIOR TO COMMENCING DEMOLITION OPERATIONS (WHEN APPLICABLE).
- PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT OWNER'S PERSONNEL AND GENERAL PUBLIC FROM INJURY DUE TO DEMOLITION WORK.
- DEMOLITION AND REMOVAL OF SITE IMPROVEMENTS.
- DISCONNECTING, CAPPING OR SEALING, AND ABANDONING/REMOVING SITE UTILITIES IN PLACE (WHICHEVER IS APPLICABLE).

DEMOLITION (CONT.

- 2. ALL DEMOLISHED MATERIALS (EXCLUDING FOREIGN ITEMS AS LISTED IN 'GENERAL') BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED BY THE OWNER'S REP. DISPOSE OF OFF THE OWNER'S PROPERTY AT NO ADDITIONAL COST.
- 3. ALL PAVEMENT, BASE COURSES, SIDEWALKS, CURBS, ETC., THAT ARE REMOVED SHALL BE REMOVED TO FULL DEPTH. ALL PAVEMENT, SIDEWALK, AND CURB SHALL BE SAW CUT IN
- ORDER TO OBTAIN NEAT LINES AND SMOOTH TRANSITIONS TO NEW SURFACES. 4. ALL ITEMS OF CONSTRUCTION REMAINING AND NOT SPECIFICALLY MENTIONED THAT INTERFERES WITH THE NEW CONSTRUCTION SHALL BE REMOVED AS DIRECTED BY THE
- OWNERS REPRESENTATIVE AT NO ADDITIONAL COST. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, TREES, UTILITIES, AND STRUCTURES THAT ARE TO REMAIN. CONTRACTOR-CAUSED DAMAGE WILL BE REPAIRED
- TO LOCAL STANDARDS AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND OBTAIN ALL PERMITS
- PRIOR TO BEGINNING WORK. NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR DEMOLITION PURPOSES AND ONLY WITH PRIOR APPROVAL FROM THE OWNER'S REPRESENTATIVE.
- OBTAIN APPROVED BORROW SOIL MATERIALS OFF-SITE.
- STORAGE OR SALE OF REMOVED ITEMS OR MATERIALS ON-SITE WILL NOT BE PERMITTED. 10. DO NOT START DEMOLITION WORK UNTIL UTILITY DISCONNECTING AND SEALING HAVE BEEN COMPLETED AND VERIFIED IN WRITING.
- 11. REMOVE: REMOVE AND LEGALLY DISPOSE OF ITEMS EXCEPT THOSE INDICATED TO BE REINSTALLED, SALVAGED, OR TO REMAIN.
- 12. REMOVE, REINSTALL, AND RELOCATE: REMOVE ITEMS INDICATED; CLEAN, SERVICE, AND OTHERWISE PREPARE THEM FOR REUSE; STORE AND PROTECT AGAINST DAMAGE. REINSTALL ITEMS IN LOCATIONS INDICATED.
- 13. EXISTING TO REMAIN: PROTECT ITEMS INDICATED TO REMAIN AGAINST DAMAGE AND SOILING THROUGHOUT CONSTRUCTION. WHEN PERMITTED BY THE ENGINEER, ITEMS MAY BE REMOVED TO A SUITABLE. PROTECTED STORAGE LOCATION THROUGHOUT CONSTRUCTION AND THEN CLEANED AND REINSTALLED IN THEIR ORIGINAL LOCATIONS.
- 14. REGULATORY REQUIREMENTS: COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
- 15. CONTRACTOR SHALL SCHEDULE DEMOLITION ACTIVITIES WITH THE CONSTRUCTION/PROJECT MANAGER INCLUDING THE FOLLOWING:
- 15.1. DETAILED SEQUENCE OF DEMOLITION AND REMOVAL WORK, INCLUSIVE OF STARTING AND ENDING DATES FOR EACH ACTIVITY.
- 15.2. DATES FOR SHUTOFF, CAPPING, AND CONTINUATION OF UTILITY SERVICES. IDENTIFY AND ACCURATELY LOCATE UTILITIES AND OTHER SUBSURFACE
- STRUCTURAL, ELECTRICAL, OR MECHANICAL CONDITIONS. 16. MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN IN SERVICE AND PROTECT THEM
- AGAINST DAMAGE THROUGHOUT CONSTRUCTION OPERATIONS 16.1. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY ENGINEER AND AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO
- EXISTING UTILITIES, AS ACCEPTABLE TO OWNER AND TO GOVERNING AUTHORITIES. 17. UTILITY REQUIREMENTS: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES SERVING THE SITE.
- 17.1. ARRANGE TO SHUT OFF AND CAP UTILITIES WITH UTILITY COMPANIES AND FOLLOW THEIR RESPECTIVE UTILITY KILL AND CAP POLICIES.
- 17.2. ALL EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE TO BE VERIFIED BY CONTRACTOR. LOSE DESIGN DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES INDICATED ON THE CONSTRUCTION DOCUMENTS. VERIFY LOCATION OF EXISTING UTILITIES AND EXERCISE EVERY PRECAUTION WHEN WORKING ON OR NEAR THESE AREAS TO AVOID DAMAGE TO THESE EXISTING FACILITIES. UTILITY LINES MAY BE ENCOUNTERED IN EXCAVATION THAT WERE NOT KNOWN OR SHOWN TO EXIST, SO CAUTION SHALL BE TAKEN IN ALL EXCAVATIONS, ACTIVE OR INACTIVE UTILITIES ENCOUNTERED BY THE CONTRACTOR SHALL BE HANDLED IN ACCORDANCE WITH THE REQUIREMENTS OR THE UTILITY COMPANIES.
- 18. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- 18.1. ERECT TEMPORARY PROTECTION, BARRICADES AS PER LOCAL GOVERNING
- **AUTHORITIES.** 18.2. PROTECT EXISTING SITE IMPROVEMENTS AND APPURTENANCES TO REMAIN.
- 19. EXPLOSIVES: USE OF EXPLOSIVES WILL NOT BE PERMITTED. 20. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON
- ADJACENT SURFACES AND AREAS. 21. CLEAN ADJACENT BUILDINGS AND IMPROVEMENT OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- 22. DAMAGES: PROMPTLY REPAIR DAMAGES TO ADJACENT FACILITIES CAUSED BY
- DEMOLITION OPERATIONS AT THE CONTRACTORS COST. 23. GENERAL: PROMPTLY DISPOSE OF DEMOLISHED MATERIALS, DO NOT ALLOW DEMOLISHED
- MATERIALS TO ACCUMULATE ON-SITE 24. BURNING: DO NOT BURN DEMOLISHED MATERIALS.
- 25. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH EXISTING FACILITIES. 25.1. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR
- USED FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY GOVERNING REGULATIONS.
- 25.2. PROVIDE TEMPORARY FENCES, BARRICADES, COVERINGS OR OTHER PROTECTIONS TO PRESERVE EXISTING ITEMS INDICATED TO REMAIN AND TO PREVENT INJURY OR DAMAGE TO PERSONS OR PROPERTY. APPLY PROTECTIONS TO ADJACENT PROPERTIES AS REQUIRED.

CLEARING & GRUBBING

- 1. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION LINES INDICATED
- ON THE PLANS. 2. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE CROSSED BY HEAVY EQUIPMENT OR USED FOR STORING HEAVY EQUIPMENT OR MATERIALS.
- 3. NO EQUIPMENT SHALL BE STORED UNDER THE DRIP LINE OF TREES TO REMAIN. DO NOT FALL ANY TREES OR PUSH PILES OF DEBRIS AGAINST TREES TO REMAIN.
- REMOVE ALL STUMPS, ROCKS, ASPHALT & CONCRETE DEBRIS, ETC. WITHIN CLEARING LIMITS AND DISPOSE OFF SITE IN ACCORDANCE WITH LOCAL, STATE, & FEDERAL
- REGULATIONS. 6. CONTACT ALL UTILITY AUTHORITIES WHO HAVE LINES WITHIN THE CLEARING AND GRUBBING LIMITS BEFORE STARTING WORK.
- 7. ALL EROSION CONTROL SEDIMENT BARRIERS. SILT FENCES. AND TREE PROTECTION DEVICES SHALL BE INSTALLED PRIOR TO STARTING CLEARING AND GRUBBING OPERATIONS.
- 8. CONTRACTOR TO STAKE TRAIL CENTERLINES (WHEN APPROPRIATE) & LIMITS OF CLEARING FOR REVIEW BY LOSE DESIGN PRIOR TO BEGINNING CLEARING OPERATIONS; TREES WITHIN GRADING LIMITS TO BE SAVED WILL BE IDENTIFIED BY THE OWNER'S REPRESENTATIVE. FIELD CHANGES TO GRADING PLANS SHALL BE MADE FOR SMOOTH
- TRANSITION OF GRADES AROUND ALL TREES. 9. SEE SPECIFICATIONS FOR TREE CLEARING REQUIREMENTS AND PENALTIES FOR
- DAMAGES TO TREES DESIGNATED TO REMAIN. 10. ALL CLEARING SHALL BE LIMITED TO AREAS TO BE GRADED WITHIN 14 CALENDAR DAYS PER STATE PERMITS.

EXISTING UTILITIES

- 1. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LOSE DESIGN, OR THEIR REPRESENTATIVES. BEFORE YOU DIG CALL 811 TO HAVE EXISTING UTILITIES MARKED
- 2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE
- AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN. LOSE DESIGN ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE SURVEY INFORMATION PROVIDED BY OTHERS.

DEVELOPMENT

- NOTIFY OWNER AND LOSE DESIGN AT 50, 95, AND 100 PERCENT COMPLETION OF EVERY
- PHASE OF CONSTRUCTION ALL BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING
- AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE. ALL CONSTRUCTION TO COMPLY WITH LOCAL/COUNTY ZONING AND CODES STANDARDS
- AND STATE OF TENNESSEE STORMWATER REGULATIONS.

GRADING

- 1. TOPSOIL SHALL BE STORED ON SITE IN LOCATIONS APPROVED BY THE OWNERS REPRESENTATIVE AND OUTSIDE AREAS PRONE TO FLOODING. DRAINAGE SHALL ROUTE AROUND THESE TOPSOIL STOCKPILES FOR THE DURATION OF THE GRADING OPERATIONS. EROSION CONTROL MEASURES SHALL PREVENT LOSS OF TOPSOIL MATERIAL.
- UNSUITABLE SOILS SHALL BE UNIFORMLY SPREAD ACROSS NON-STRUCTURAL FILL AREAS, COVERED WITH TOPSOIL, AND VEGETATED PER DRAWINGS.
- FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER-TIRED EQUIPMENT WITH A MINIMUM WEIGHT OF FIFTEEN TONS PRIOR TO BEGINNING FILL OPERATION. AREAS WHICH ARE SOFT OR UNSTABLE SHALL BE UNDERCUT UNTIL STABLE SOILS ARE FOUND. RECOMPACTION OF THESE SOILS TO 98 PERCENT MAXIMUM DRY DENSITY (AS PER ASTM D698 STANDARD PROCTOR) WILL BE ALLOWED, UNDER THE DIRECTION OF A QUALIFIED SOILS ENGINEER.
- CUT AREA SHALL BE PROOF-ROLLED AFTER FINAL SUBGRADE IS ACHIEVED IN THE SAME MANNER AS FILLED AREAS. SOFT OR UNSTABLE SOILS SHALL BE SCARIFIED TO A DEPTH OF 12" AND RECOMPACTED TO 98 PERCENT MAXIMUM DRY DENSITY AS PER ASTM D698 (STANDARD PROCTOR).
- CONFIRMATION OF ALL COMPACTION REQUIREMENTS SHALL BE CONFIRMED BY A QUALIFIED SOILS ENGINEER. SEE SPECIFICATION FOR SOIL COMPACTION RATES.

STATE LAND DISTURBANCE PERMITS AS REQUIRED.

- ALL FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 6 INCHES. ALL AREAS WILL BE GRADED TO PROVIDE PROPER DRAINAGE AND PREVENT STANDING
- ELEVATIONS SHOWN ON THE PLANS IS THE FINISH GRADE ELEVATION.
- GRADING SHALL BE SEQUENCED SO THAT BASE STONE IS PLACED WITHIN 14 CALENDAR DAYS OF ACHIEVING OPTIMUM SUBGRADE COMPACTION. 10. ALL GRADING OPERATIONS SHALL BE COMPLETED IN COMPLIANCE OF CITY, COUNTY, AND

LAYOUT

- ALL LAYOUT MEASUREMENTS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. COORDINATE POINTS SHOWN ARE TAKEN FROM BASE INFORMATION PROVIDED BY OTHERS. CONTRACTOR SHALL CROSS CHECK BETWEEN COORDINATE LAYOUT AND PLAN
- DIMENSIONS PRIOR TO COMMENCING WORK. LOSE DESIGN, ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE INFORMATION AS PROVIDED. CONTRACTOR IS TO VERIFY ALL BASE INFORMATION AS NECESSARY AND TO ADVISE THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO ANY
- 4. ALL WORK SHALL BE COMPLETED TO THE LEVEL INDICATED BY THE SCOPE OF WORK LISTED IN THE BID DOCUMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL DAMAGED AND/OR
- DISTURBED MONUMENTS, STAKES, ETC. CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL USE DIMENSION,
- COORDINATES, AND OTHER INFORMATION PROVIDED ON LAYOUT PLANS. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING REQUIRED ON THE
- PROJECT. THE CONTRACTOR SHALL VERIFY THAT NO CONFLICTS EXIST BETWEEN EXISTING FACILITIES AND PROPOSED FACILITIES PRIOR TO BEGINNING CONSTRUCTION 8. CONTRACTOR SHALL NOTIFY LOSE DESIGN WITHIN 24 HOURS OF ANY LAYOUT
- DISCREPANCIES PRIOR TO PROCEEDING WITH WORK. ALL ADDITIONAL COSTS INCLUDING BUT NOT LIMITED TO REMEDIAL CONSTRUCTION, ADDITIONAL SITE VISITS, OR ENGINEERING SERVICES AND FEES, ETC., INCURRED DUE TO THE FAILURE TO FOLLOW
- THIS PROCEDURE WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE ADEQUATE LAYOUT INFORMATION TO DEMONSTRATE, TO THE MAXIMUM EXTENT PRACTICAL, THAT NO CONFLICTS BETWEEN VARIOUS TRADES
- 10. DRAINAGE STRUCTURES ARE SHOWN TO INDICATE CASTING TYPE AND LOCATION CONTRACTOR SHALL STAKE PROPOSED PAVING, STRUCTURES, CURBS, ETC. TO ENSURE DRAINAGE STRUCTURES ARE PLACED TO AVOID CONFLICTS. DRAINAGE STRUCTURES ARE NOT DRAWN TO SCALE.

ADA REQUIREMENTS

- 1. ALL CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA") AND ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD, FEDERAL REGISTER 36CFR PARTS 1190 AND 1191, ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES; ARCHITECTURAL BARRIERS
- ACT (ABA) ACCESSIBILITY GUIDELINES CONTRACTOR TO COORDINATE ALL INSPECTIONS AS REQUIRED BY THE LOCAL ADA
- COMPLIANCE OFFICE. AT ALL INTERSECTION OF TRAILS, SIDEWALKS, PLAZAS, AND OTHER INSTANCES WHERE 90 DEGREE TURNS CAN TAKE PLACE, THE MAX. SLOPE IN ALL DIRECTIONS IS 2 PERCENT.

TREE PROTECTION / REMOVAL

- EXISTING TREES ON-SITE TO BE REMOVED HAVE BEEN MARKED ON THE SITE PLANS WITH AN "X". ONLY THOSE MARKED TREES SHALL BE REMOVED. CONTRACTOR SHALL PROCEED WITH THE FOLLOWING FOR TREES TO BE REMOVED ONLY:
- 1.1. REMOVE THE TOP OF ALL TREES INCLUDING BRANCHES AND TRUNK IN AN ORGANIZED AND SAFE MATTER BEING CAREFUL NOT TO DAMAGE ANY TREES TO REMAIN OR OTHER SITE FEATURES. 1.2. ALL STUMPS OF TREES BEING REMOVED SHALL BE COMPLETELY EXCAVATED AND
- REMOVED. ALL EXCAVATED HOLES, FROM REMOVAL OF TREE ROOTS, REMAINING ON-SITE SHALL BE REMEDIATED WITH ENGINEERED FILL AND COMPACTED TO MEET SPECIFICATIONS. 1.3. ALL TREE WASTE, INCLUDING LIMBS, BRANCHES, TRUNKS, ROOTS OR OTHER, SHALL

BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF IN A

- LEGAL MANNER. 2. ALL TREES THAT HAVE NOT BEEN MARKED ON THESE PLANS WITH AN "X" SHALL BE PROTECTED ON SITE DURING CONSTRUCTION FROM ANY AND ALL DAMAGE.
- CONTRACTOR SHALL PROCEED WITH THE FOLLOW FOR TREES TO BE PROTECTED ONLY: 2.1. ALL PROTECTED TREES THAT ARE LOCATED NEAR OR WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED BY TREE PROTECTION FENCING PER DETAILS.
- 2.2. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY PROTECTED TREES THAT ARE DAMAGED DURING CONSTRUCTION. 2.3. IF PROTECTED TREES ARE LOCATED WITHIN THE LIMITS OF CONSTRUCTION, THEY
- MUST BE PROTECTED DURING SITE CONSTRUCTION. 2.4. IF GRADING, EXCAVATION OR PAVING IS SHOWN TO OCCUR NEAR THE PROTECTED TREE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING WITH A LOCAL
- TREE SURGEON FOR RECOMMENDATIONS ON TREE PROTECTION. 2.5. IF DISCREPANCIES OCCUR AND IT IS ANTICIPATED THAT THE PROTECTED TREES WILL BE DAMAGED DUE TO PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGNER IMMEDIATELY OF ANY CONFLICT.
- 2.6. THE CONTRACTOR SHALL ALSO SUBMIT RECOMMENDATIONS TO THE DESIGNER
- FROM THE TREE SURGEON FOR PROTECTION MEASURES. CONTRACTOR SHALL BE RESPONSIBLE FOR IN-FIELD COORDINATION WITH THE DESIGNER TO RESOLVE ANY CONFLICTS THAT MAY ARISE DUE TO PROTECTED
- 2.8. IF THE CONTRACTOR LOCATES TREES IN THE FIELD THAT ARE NOT SHOWN ON THESE PLANS OR THAT ARE MISLOCATED, THE CONTRACTOR SHALL NOTIFY THE DESIGNER
- FOR REVIEW OF THE TREE AND ITS LOCATION. 2.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH SUB-CONSULTANTS AND UTILITY PROVIDERS DURING CONSTRUCTION TO ENSURE THE PROTECTION OF THE TREES TO REMAIN.

TREE PROTECTION / REMOVAL (CONT.)

- 2.10. IN THE EVENT OF UTILITY LINE ADJUSTMENTS, ADDITIONS OR RELOCATIONS, THE CONTRACTOR SHALL WORK WITH THE UTILITY PROVIDER AND INSTALLER TO ROUTE THE UTILITY LINES OUTSIDE OF THE TREE PROTECTION ZONE. IF THIS IS NOT POSSIBLE, RECOMMENDATIONS MUST BE OBTAINED FROM A LOCAL TREE SURGEON FOR REMEDIATION OPTIONS.
- CONTRACTOR MUST SUBMIT ALL REPORTS OR RECOMMENDATIONS FOR TREE PRUNING OR ALTERING TO THE LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO

BROOKHAVEN TREE PROTECTION NOTE:

PER THE CITY OF BROOKHAVEN ARBORIST, THIS PROJECT IS EXEMPT FROM SIGNIFICANT TREE REPLACEMENT REQUIREMENT, NO ADDITIONAL PLANTINGS WILL BE REQUIRED.

DEKALB COUNTY NOTES

ANY PLANNED DIGGING. (HTTP://WWW.GEORGIA811.COM)

- 1. 72 HOURS NOTICE IS REQUIRED TO GEORGIA 811 UTILITY PROTECTION CENTER BEFORE
- DEKALB COUNTY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS BY ENGINEERS OR OTHER DESIGN PROFESSIONALS ON DESIGN OR COUNTY CODE REQUIREMENTS FOR THIS PROJECT.

4. ALL TREE PROTECTION DEVICES ARE TO BE INSTALLED PRIOR TO START OF LAND

- ALL TREE PROTECTION FENCING TO BE INSPECTED DAILY AND REPLACED OR REPAIRED AS NEEDED.
- DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED. NO PARKING, STORAGE OR OTHER CONSTRUCTION SITE ACTIVITIES ARE TO OCCUR WITHIN THE TREE PROTECTION AREAS.

ALL REQUIRED VEGETATION MUST BE MAINTAINED FOR TWO GROWING SEASONS AFTER

THE DATE OF FINAL INSPECTION. ALL TREE PROTECTION AREAS TO BE PROTECTED FROM SEDIMENTATION.



ABBREVIATIONS

BOC - BOTTOM OF CURB

BFP - BACKFLOW PREVENTER

ASPH - ASPHALT

- OUTSIDE DIAMETER BS - BOTTOM OF STEP OD BW - BOTTOM OF WALL - PERFORATED DRAIN CENTERLINE PL - PROPERTY LINE - CONTROL JOINT POB - POINT OF BEGINNING - POWER POLE - COMPANY CONT - CONTINUOUS - RADIUS CY - CUBIC YARD ROW - RIGHT OF WAY DIA - DIAMETER SERV - SERVICE DR - DRIVE SCH - SCHEDULE EJ - EXPANSION JOINT SQUARE FEET S.F. - SILT FENCE ELEC - ELECTRIC ELEV - ELEVATION SQ - SQUARE FH - FIRE HYDRANT - SQARE YARD EX - EXISTING SIG - SIGNAL FT - FEET SPEC - SPECIFICATION(S) FL - FLOW LINE STA - STATION GALV - GALVANIZED - STREET ST HP - HIGH POINT - TELEPHONE HT - HEIGHT - TOP OF CASTING HW - HEADWALL TOC - TOP OF CURB HYD - HYDRANT - TOP OF FOOTING ID - INSIDE DIAMETER - TOP OF PAVEMENT

MPH - MILES PER HOUR NIC - NOT IN CONTRACT

- NUMBER

O.C. - ON CENTER

JUNC - JUNCTION TOP OF STEP LOC - LIMITS OF CLEARANCE TW - TOP OF WALL L.O.D. - LIMITS OF DISTURBANCE TYP. - TYPICAL LF - LINEAR FEET **VERT - VERTICAL** MAX - MAXIMUM - WATER ME - MATCH EXISTING WS - WATER SERVICE MIN - MINIMUM WV - WATER VALVE MH - MANHOLE WWF - WELDED WIRE FABRIC

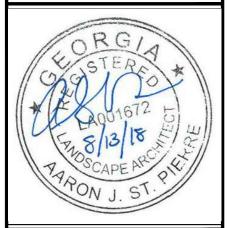
PVI - POINT OF VERTICAL INTERSECTION

BVCS - BEGINNING OF VERTICAL CURVE STATION BVCE - BEGINNING OF VERTICAL CURVE ELEVATION EVCS - ENDING OF VERTICAL CURVE STATION **EVCE - ENDING OF VERTICAL CURVE ELEVATION**

NOTE: THESE ABBREVIATIONS ARE GENERAL; INDIVIDUAL SHEETS MAY INCLUDE OTHERS.



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GENERAL NOTES

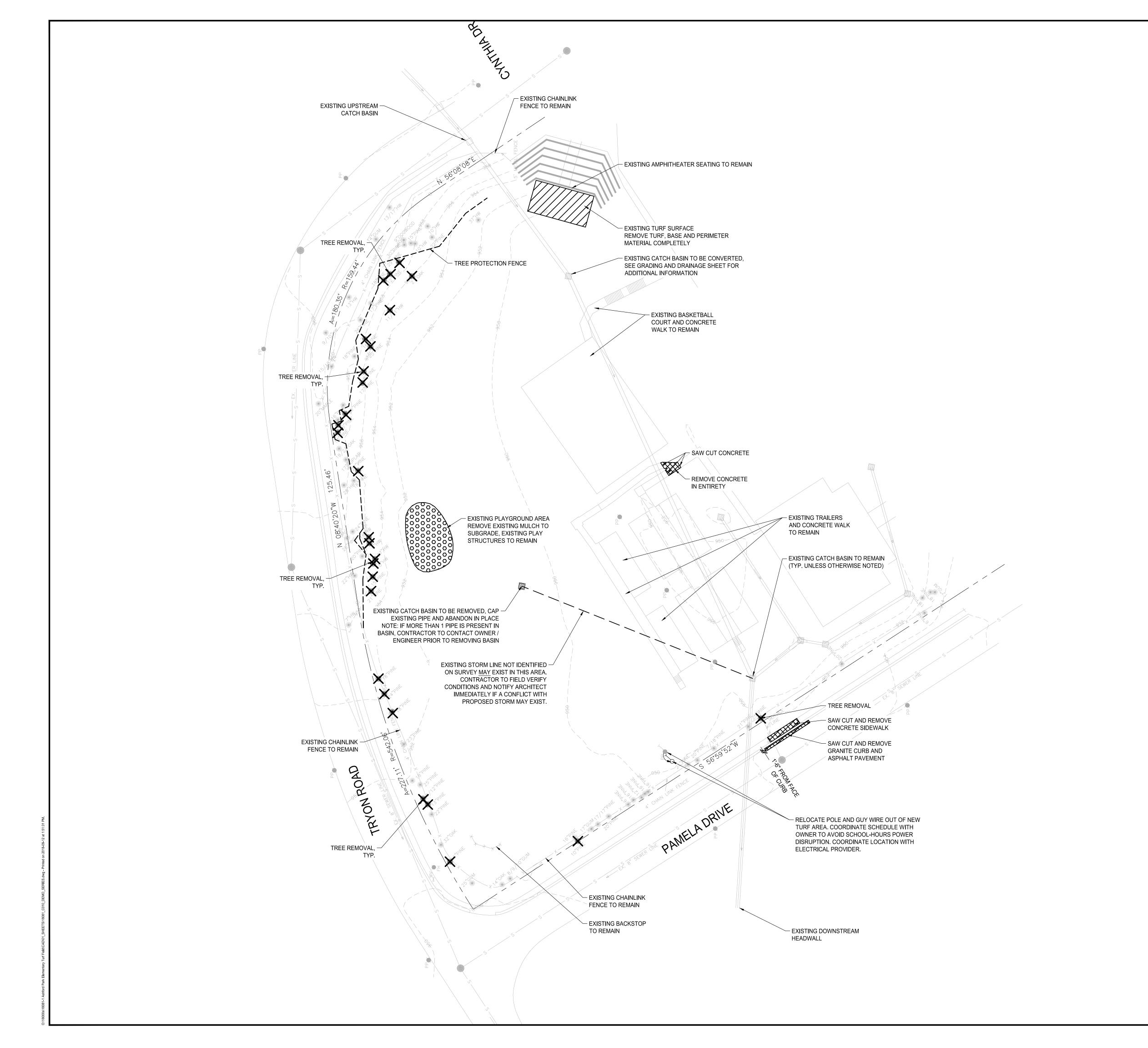
PROJECT NO. DATE 18081-1 DRAWN BY CHECKED BY Know what's **below.**

Call before you dig.

SHEET NO. C0.01

SCALE

08/13/2018



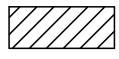
DEMO NOTES

- 1. SEE SHEET C0.01 FOR ADDITIONAL DEMOLITION
- 2. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD
- CONDITIONS IMMEDIATELY UPON DISCOVERY. 3. CONTRACTOR TO COORDINATE WITH OWNER FOR STORAGE LOCATIONS FOR CONSTRUCTION MATERIALS TO BE SALVAGED.
- 4. PRIOR TO BEGINNING DEMOLITION, ENSURE EROSION AND INLET PROTECTION ARE IN PLACE.
- 5. DISPOSE OF DEMOLISHED MATERIALS LEGALLY OFF
- 6. ANY DAMAGES TO EXISTING ITEMS TO REMAIN SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
- 7. SITE BOUNDARY SHALL BE FENCED WITH STANDARD STAKED ORANGE CONSTRUCTION FENCING.
- 8. ALL LIGHTING AND LIGHTING EQUIPMENT SHALL BE PROTECTED IN PLACE WITH TREE PROTECTION FENCING PRIOR TO DEMOLITION.
- 9. A SUBSURFACE EXPLORATION HAS NOT BEEN CONDUCTED FOR THIS PROSECT, AND A GEOTECHNICAL EXPLORATION REPORT IS NOT AVAILABLE.

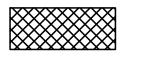


CONTRACTOR TO CLEAN OUT EXISTING STORM SEWER (30") FROM CATCH BASIN UPSTREAM OF THE PROPERTY TO THE HEADWALL DOWNSTREAM OF THE PROPERTY.

LEGEND:



TURF SURFACE REMOVAL



PAVEMENT REMOVAL (SEE PLAN FOR PAVEMENT TYPE)



MULCH REMOVAL

— LOD — LIMITS OF DISTURBANCE

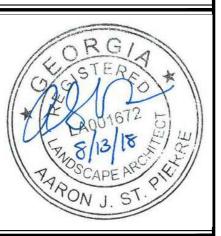
TREE REMOVAL

— — — — TREE PROTECTION FENCE

EXISTING CONTOUR LINE



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FIELD TURF

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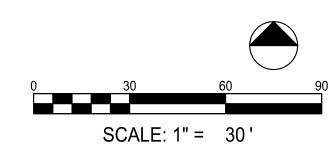
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DEMOLITION PLAN

PROJECT NO. DATE 18081-1 08/13/2018 DRAWN BY

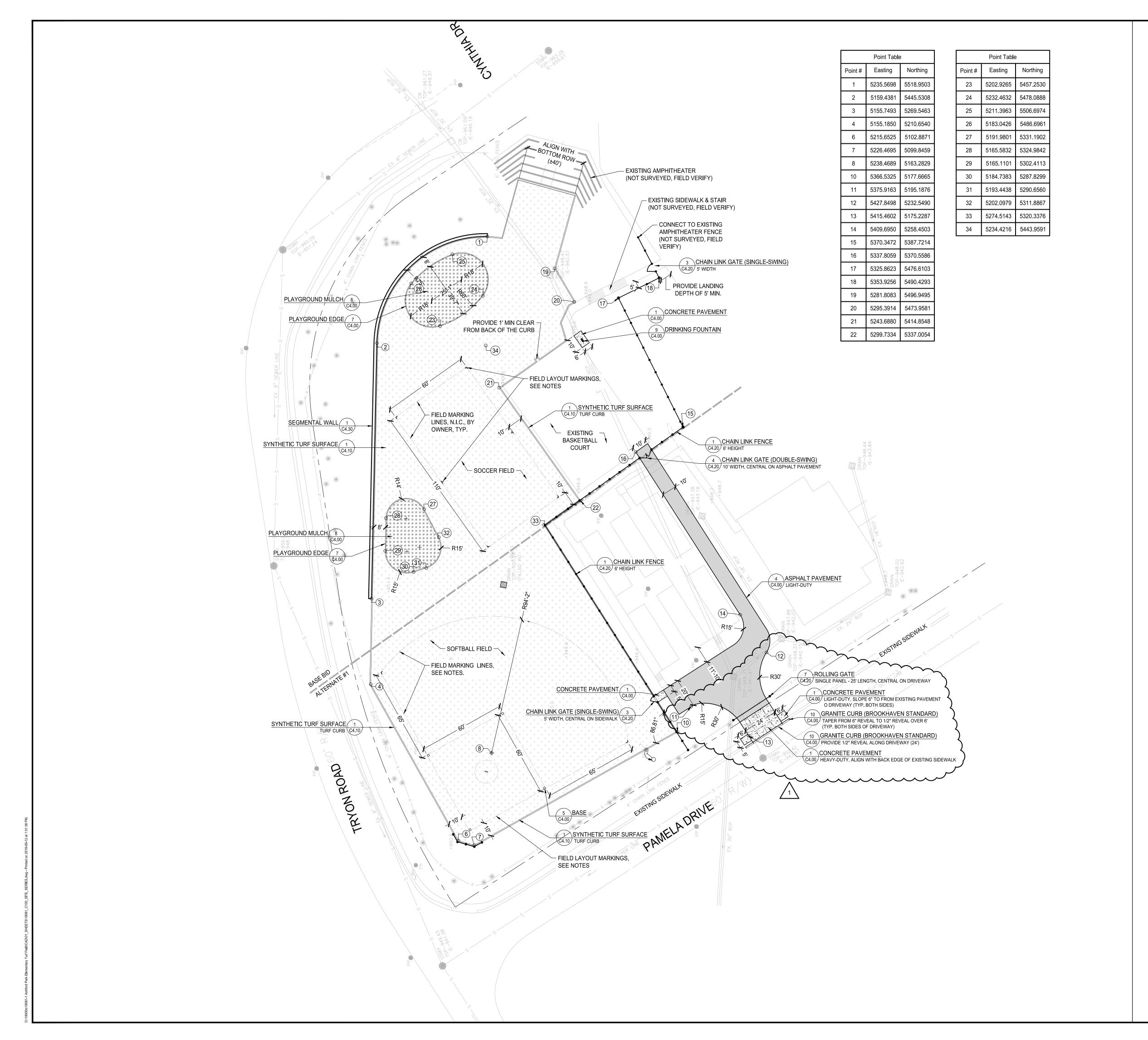
CHECKED BY MB SHEET NO. C0.10

SCALE



Know what's below.

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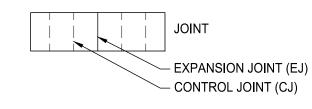
LAYOUT NOTES:

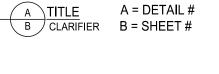
- I. SEE SHEET C0.01 FOR GENERAL NOTES. 2. INSTALL JOINTS WHERE SHOWN TO ALIGN TO WALLS, BUILDINGS, RADII, ETC. EVENLY SPACE BETWEEN ELEMENTS AS SHOWN. PROVIDE EXPANSION JOINTS BETWEEN CONCRETE PAVEMENT AND VERTICAL
- ELEMENTS (WALL, CURBS, ETC.). ALL JOINTS TO BE STRAIGHT AND TRUE. 3. LAYOUT ALL CURVES SMOOTHLY WITH NO ABRUPT CHANGES AT TANGENT
- 4. ALL CURBS ARE DIMENSIONED TO THE FACE OF CURB. 5. CONTRACTOR TO TAKE ALL PRECAUTIONS TO FIND AND AVOID SITE UTILITIES. ALL UTILITIES ARE NOT SHOWN ON DRAWING. VERIFY
- LOCATIONS AND CONSIDER SUCH WHEN ESTIMATING. 6. ALL PAVEMENT MARKING AND TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). LATEST EDITION.
- 7. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- 8. ALL CONSTRUCTION AND MATERIALS SHALL COMPLY WITH GDOT'S STANDARDS FOR ROADWAY AND BRIDGE CONSTRUCTION, LATEST
- 9. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

LAYOUT LEGEND:



SURFACING



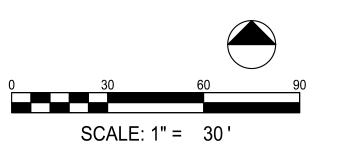


COORDINATE POINT. SEE LAYOUT DATA FOR ADDITIONAL INFORMATION

FIELD LAYOUT MARKINGS NOTES:

- TYPICAL SOCCER AND SOFTBALL FIELD. 1FT LONG TICK MARKS TO BE 4" WIDE. WHITE FIBER, STITCHED INTO TURF FABRIC. PROVIDE TICK MARKS AT ALL FIELD CORNERS AND AS SHOWN.
- QTY. SOCCER 6
- QTY. SOFTBALL 3 + 5 BASE LOCATIONS - SEE PLANS FOR LOCATIONS.





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/ERSION

CON

FIELD

TURF

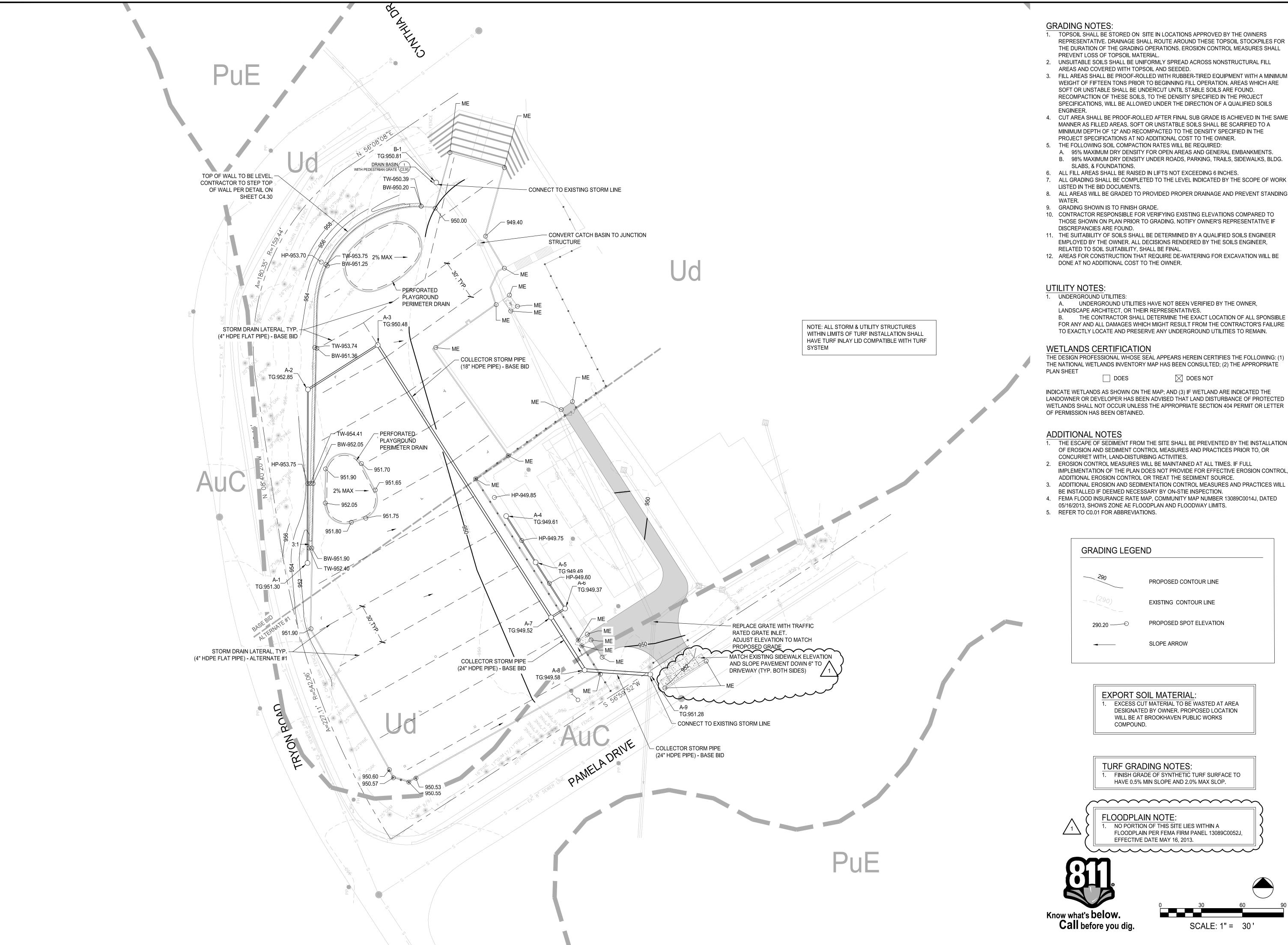
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LAYOUT PLAN

PROJECT NO. DATE 18081-1 08/13/ 08/13/2018 DRAWN BY SCALE 1"=30' CHECKED BY MB

SHEET NO. C1.00



GRADING NOTES:

- TOPSOIL SHALL BE STORED ON SITE IN LOCATIONS APPROVED BY THE OWNERS REPRESENTATIVE. DRAINAGE SHALL ROUTE AROUND THESE TOPSOIL STOCKPILES FOR THE DURATION OF THE GRADING OPERATIONS. EROSION CONTROL MEASURES SHALL PREVENT LOSS OF TOPSOIL MATERIAL.
- 2. UNSUITABLE SOILS SHALL BE UNIFORMLY SPREAD ACROSS NONSTRUCTURAL FILL
- AREAS AND COVERED WITH TOPSOIL AND SEEDED. 3. FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER-TIRED EQUIPMENT WITH A MINIMUM WEIGHT OF FIFTEEN TONS PRIOR TO BEGINNING FILL OPERATION. AREAS WHICH ARE SOFT OR UNSTABLE SHALL BE UNDERCUT UNTIL STABLE SOILS ARE FOUND.
- RECOMPACTION OF THESE SOILS, TO THE DENSITY SPECIFIED IN THE PROJECT SPECIFICATIONS, WILL BE ALLOWED UNDER THE DIRECTION OF A QUALIFIED SOILS ENGINEER. 4. CUT AREA SHALL BE PROOF-ROLLED AFTER FINAL SUB GRADE IS ACHIEVED IN THE SAME
- MANNER AS FILLED AREAS. SOFT OR UNSTATBLE SOILS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 12" AND RECOMPACTED TO THE DENSITY SPECIFIED IN THE PROJECT SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER.
- A. 95% MAXIMUM DRY DENSITY FOR OPEN AREAS AND GENERAL EMBANKMENTS. B. 98% MAXIMUM DRY DENSITY UNDER ROADS, PARKING, TRAILS, SIDEWALKS, BLDG.
- SLABS, & FOUNDATIONS.
- 6. ALL FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 6 INCHES.
- LISTED IN THE BID DOCUMENTS. 8. ALL AREAS WILL BE GRADED TO PROVIDED PROPER DRAINAGE AND PREVENT STANDING
- 9. GRADING SHOWN IS TO FINISH GRADE.
- 10. CONTRACTOR RESPONSIBLE FOR VERIFYING EXISTING ELEVATIONS COMPARED TO THOSE SHOWN ON PLAN PRIOR TO GRADING. NOTIFY OWNER'S REPRESENTATIVE IF DISCREPANCIES ARE FOUND.
- 11. THE SUITABILITY OF SOILS SHALL BE DETERMINED BY A QUALIFIED SOILS ENGINEER EMPLOYED BY THE OWNER. ALL DECISIONS RENDERED BY THE SOILS ENGINEER, RELATED TO SOIL SUITABILITY, SHALL BE FINAL.
- 12. AREAS FOR CONSTRUCTION THAT REQUIRE DE-WATERING FOR EXCAVATION WILL BE DONE AT NO ADDITIONAL COST TO THE OWNER.

UTILITY NOTES:

1. UNDERGROUND UTILITIES:

- A. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES.
- B. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL SPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.

WETLANDS CERTIFICATION

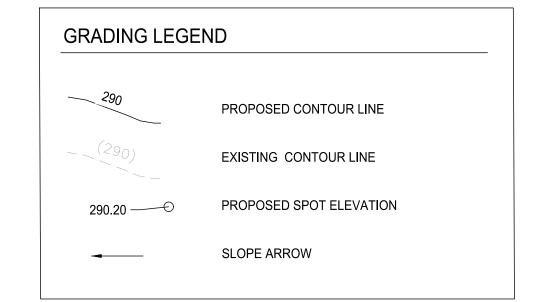
THE DESIGN PROFESSIONAL WHOSE SEAL APPEARS HEREIN CERTIFIES THE FOLLOWING: (1) THE NATIONAL WETLANDS INVENTORY MAP HAS BEEN CONSULTED; (2) THE APPROPRIATE PLAN SHEET

DOES DOES NOT

INDICATE WETLANDS AS SHOWN ON THE MAP; AND (3) IF WETLAND ARE INDICATED THE LANDOWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE SECTION 404 PERMIT OR LETTER OF PERMISSION HAS BEEN OBTAINED.

ADDITIONAL NOTES

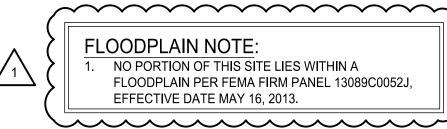
- 1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRET WITH, LAND-DISTURBING ACTIVITIES.
- 2. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL,
- ADDITIONAL EROSION CONTROL OR TREAT THE SEDIMENT SOURCE. 3. ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES WILL
- BE INSTALLED IF DEEMED NECESSARY BY ON-STIE INSPECTION.
- 4. FEMA FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER 13089C0014J, DATED 05/16/2013, SHOWS ZONE AE FLOODPLAN AND FLOODWAY LIMITS.
- 5. REFER TO C0.01 FOR ABBREVIATIONS.



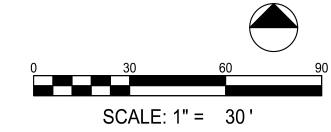
EXPORT SOIL MATERIAL:

1. EXCESS CUT MATERIAL TO BE WASTED AT AREA DESIGNATED BY OWNER. PROPOSED LOCATION WILL BE AT BROOKHAVEN PUBLIC WORKS COMPOUND.

TURF GRADING NOTES: 1. FINISH GRADE OF SYNTHETIC TURF SURFACE TO HAVE 0.5% MIN SLOPE AND 2.0% MAX SLOP.

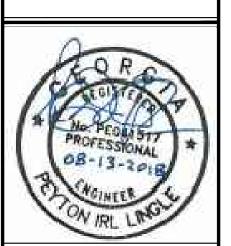








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GRADING & DRAINAGE PLAN

18081-1 08/13/2018 DRAWN BY SCALE 1"=30' CHECKED BY SHEET NO.

C2.00

VICINITY MAP

SEDIMENT STORAGE WRITTEN RATIONALE

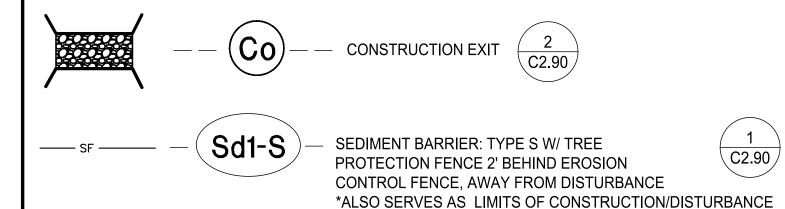
FOR SHEETFLOW LOCATIONS 1 AND 2, A TEMPORARY SEDIMENT BASIN IS NOT PROVIDED BECAUSE THE REQUIRED SEDIMENT STORAGE VOLUME FOR THE TOTAL DRAINAGE AREA IS PROVIDED (SUBSTANTIALLY EXCEEDED) BY THE TYPE C SILT FENCE AND CHECK DAMS. THE OCATION OF THE TRAIL HAS BEEN SELECTED TO MINIMIZE THE ADDITIONAL DRAINAGE AREA FROM OFFSITE (UPSTREAM) FLOWS. THE ERRAIN DOES NOT PROVIDE A LOCATION TO OBTAIN MAXIMUM STORAGE BENEFIT AND EASE OF CLEAN-OUT OF ANY TRAPPED SEDIMENT THERE ARE NO STORM PIPE DRAINAGE SYSTEMS TO DISCHARGE DIRECTLY INTO A SEDIMENT BASIN AS ALL THE RUNOFF IS TREATED THROUGH SHEET FLOW.

SEDIMENT STORAGE						
LOCATION		DISTURBED AREA	REQUIRED SEDIMENT	TOTAL STORAGE	SILT FENCE (0.3 YD ³ /FT)	
	,		STORAGE VOLUME (YD³)	VOLUME PROVIDED (YD³)	LENGTH OF FENCE (FT)	TOTAL VOLUME (YD³)
SHEET FLOW 1	0.31	0.05	20.8	54.6	182	54.6
SHEET FLOW 2	0.56	0.34	37.5	46.8	156	46.8
SHEET FLOW 3	0.44	0.34	29.5	57.6	192	57.6
SHEET FLOW 4	0.35	0.13	23.5	58.8	196	58.8
SHEET FLOW 5	1.00	0.80	67.0	79.8	266	79.8
TOTAL	2.66	1.66	178.3	297.6	992	297.6

UNIFORM CODING SYSTEM FOR SOIL EROSION & SEDIMENT CONTROL PRACTICES

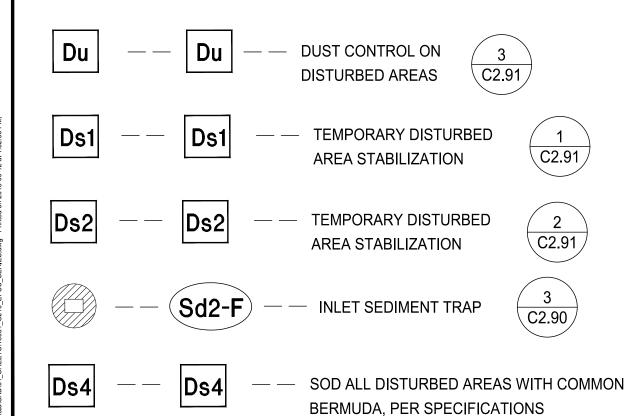
1. ALL PHASE 1 PRACTICES TO BE COMPLETED PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITIES. PHASE 2 PRACTICES TO BE IMPLEMENTED AS NEEDED DURING CONSTRUCTION. PHASE 3 PRACTICES TO BE IMPLEMENTED AS SOON AS CONSTRUCTION IS COMPLETE ON DIFFERENT ASPECTS OF THE PROJECT, NOT AT END OF ALL CONSTRUCTION ACTIVITIES FOR ENTIRE SITE.

2. ALL TEMPORARY EROSION CONTROL MEASURES ARE TO BE REMOVED FROM SITE AT COMPLETION OF PROJECT OR WHEN CONTRIBUTING DRAINAGE AREA ACHIEVES FINAL STABILIZATION. STORM DRAIN OUTLET PROTECTION TO REMAIN IN PERMANENT CONDITION. ALL OTHER EROSION CONTROL MEASURES ON THIS SHEET ARE TEMPORARY.



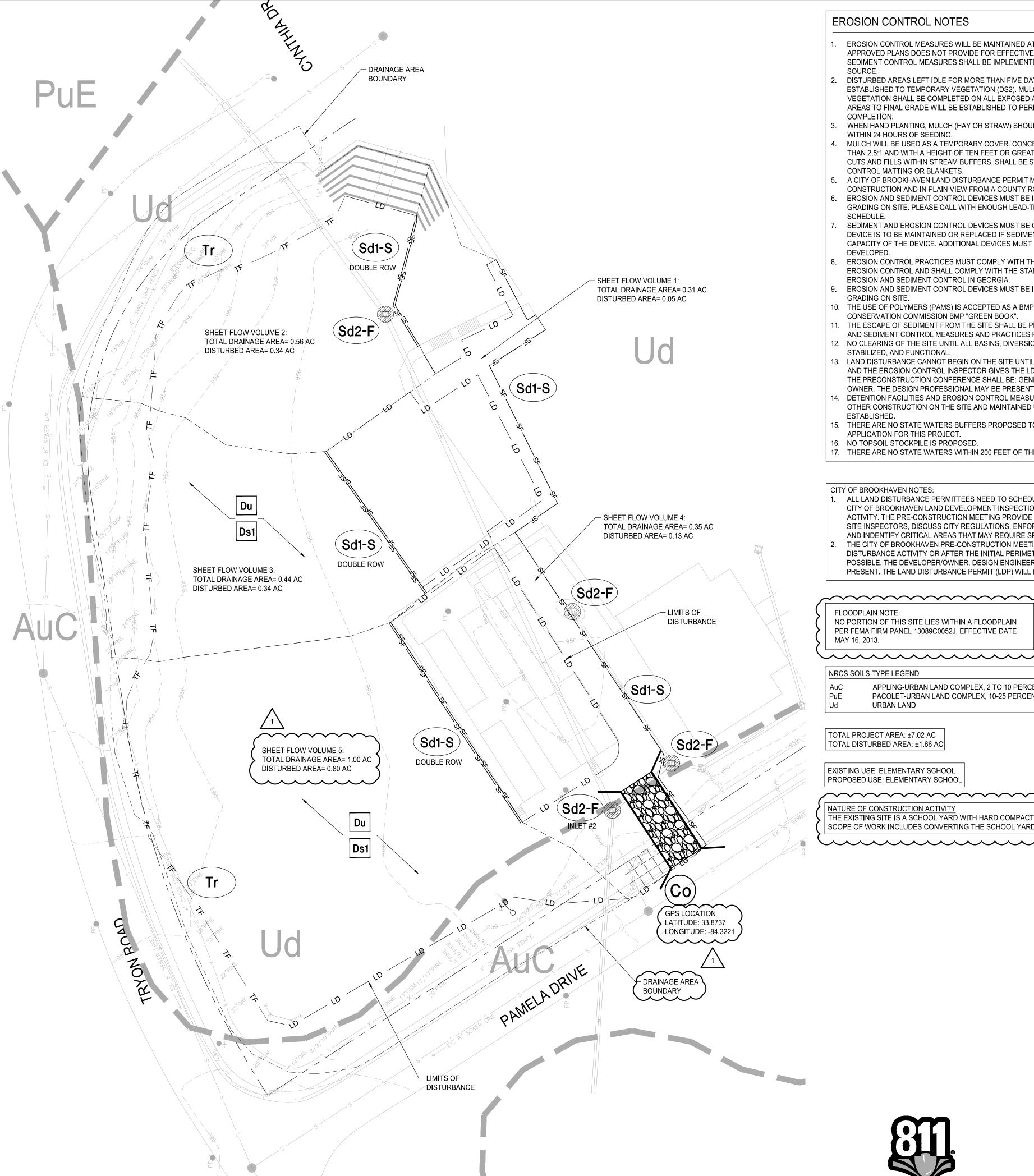


LIMITS OF CONSTRUCTION/ DISTURBANCE



SLOPE STABILIZATION

Ss

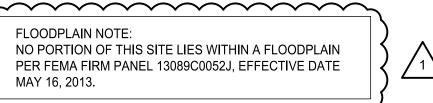


EROSION CONTROL NOTES

- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLANS DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT
- DISTURBED AREAS LEFT IDLE FOR MORE THAN FIVE DAYS, AND NOT TO FINAL GRADE, WILL BE ESTABLISHED TO TEMPORARY VEGETATION (DS2). MULCH, TEMPORARY VEGETATION OR PERMANENT VEGETATION SHALL BE COMPLETED ON ALL EXPOSED AREAS WITHIN 14 DAYS AFTER DISTURBANCE. ALL AREAS TO FINAL GRADE WILL BE ESTABLISHED TO PERMANENT VEGETATION IMMEDIATELY UPON
- WHEN HAND PLANTING, MULCH (HAY OR STRAW) SHOULD BE UNIFORMLY SPREAD OVER SEEDED AREA WITHIN 24 HOURS OF SEEDING.
- MULCH WILL BE USED AS A TEMPORARY COVER. CONCENTRATED FLOW AREAS, ALL SLOPES STEEPER THAN 2.5:1 AND WITH A HEIGHT OF TEN FEET OR GREATER (DOES NOT APPLY TO RETAINING WALLS), AND CUTS AND FILLS WITHIN STREAM BUFFERS, SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKETS.
- A CITY OF BROOKHAVEN LAND DISTURBANCE PERMIT MUST BE DISPLAYED ON-SITE AT ALL TIMES DURING
- CONSTRUCTION AND IN PLAIN VIEW FROM A COUNTY ROAD OR STREET. EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY GRADING ON SITE. PLEASE CALL WITH ENOUGH LEAD-TIME FOR AN INSPECTION TO MEET YOUR
- SCHEDULE. SEDIMENT AND EROSION CONTROL DEVICES MUST BE CHECKED AFTER EACH STORM EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE-HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE
- EROSION CONTROL PRACTICES MUST COMPLY WITH THE MINIMUM BEST MANAGEMENT PRACTICES FOR EROSION CONTROL AND SHALL COMPLY WITH THE STANDARDS/SPECIFICATIONS IN THE MANUAL FOR
- EROSION AND SEDIMENT CONTROL IN GEORGIA. EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY
- 10. THE USE OF POLYMERS (PAMS) IS ACCEPTED AS A BMP AS RECOMMENDED BY THE STATE SOIL & WATER CONSERVATION COMMISSION BMP "GREEN BOOK".
- 11. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION
- AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES. 12. NO CLEARING OF THE SITE UNTIL ALL BASINS, DIVERSIONS, AND SEDIMENT CONTROLS ARE INSTALLED,
- STABILIZED, AND FUNCTIONAL. 13. LAND DISTURBANCE CANNOT BEGIN ON THE SITE UNTIL AFTER THE PRECONSTRUCTION CONFERENCE AND THE EROSION CONTROL INSPECTOR GIVES THE LDA PERMIT TO THE CONTRACTOR. PRESENT FOR
- THE PRECONSTRUCTION CONFERENCE SHALL BE: GENERAL CONTRACTOR, GRADING CONTRACTOR AND OWNER. THE DESIGN PROFESSIONAL MAY BE PRESENT AT THE DIRECTION OF THE OWNER. DETENTION FACILITIES AND EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS
- ESTABLISHED. THERE ARE NO STATE WATERS BUFFERS PROPOSED TO BE DISTURBED AS A RESULT OF THE PERMIT
- APPLICATION FOR THIS PROJECT. NO TOPSOIL STOCKPILE IS PROPOSED.
- 17. THERE ARE NO STATE WATERS WITHIN 200 FEET OF THIS SITE.

CITY OF BROOKHAVEN NOTES:

- ALL LAND DISTURBANCE PERMITTEES NEED TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BROOKHAVEN LAND DEVELOPMENT INSPECTIONS DIVISION PRIOR TO ANY MAJOR SITE ACTIVITY. THE PRE-CONSTRUCTION MEETING PROVIDE AN OPPORTUNITY TO MEET THE BROOKHAVEN SITE INSPECTORS, DISCUSS CITY REGULATIONS, ENFORCEMENT PROTOCOL, PROJECT EXPECTATIONS. AND INDENTIFY CRITICAL AREAS THAT MAY REQUIRE SPECIAL ATTENTION DURING DEVELOPMENT.
- THE CITY OF BROOKHAVEN PRE-CONSTRUCTION MEETING WILL BE HELD PRIOR TO ANY LAND DISTURBANCE ACTIVITY OR AFTER THE INITIAL PERIMETER SEDIMENT CONTROLS ARE INSTALLED. IF POSSIBLE, THE DEVELOPER/OWNER, DESIGN ENGINEER, AND SITE CONTRACTORS SHOULD BE PRESENT. THE LAND DISTURBANCE PERMIT (LDP) WILL BE PRESENTED AFTER THE MEETING.



NRCS SOILS TYPE LEGEND

APPLING-URBAN LAND COMPLEX, 2 TO 10 PERCENT SLOPES PACOLET-URBAN LAND COMPLEX, 10-25 PERCENT SLOPES URBAN LAND

TOTAL PROJECT AREA: ±7.02 AC TOTAL DISTURBED AREA: ±1.66 AC

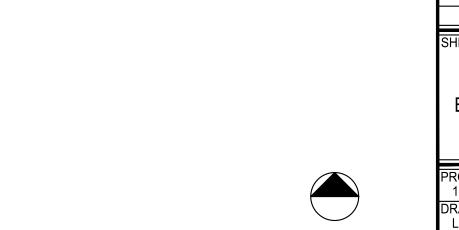
EXISTING USE: ELEMENTARY SCHOOL PROPOSED USE: ELEMENTARY SCHOOL

Know what's below.

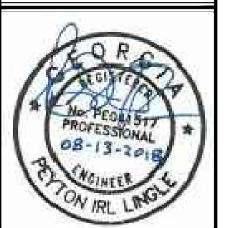
Call before you dig.

NATURE OF CONSTRUCTION ACTIVITY THE EXISTING SITE IS A SCHOOL YARD WITH HARD COMPACTED SOILS. THE PROPOSEI

SCOPE OF WORK INCLUDES CONVERTING THE SCHOOL YARD TO SYNTHETIC TURF.



THE ARCHITECT. REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT IS SUBJECT TO LEGAL ACTION.



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EMENT **ASHFORD**

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SHEET TITLE

ES&PC PLAN PHASE

18081-1 08/13/2018 RAWN BY CHECKED BY

C2.10

SHEET NO. SCALE: 1" = 30'

TG:950.81

DRAIN BASIN 1

TG:950.48

TG:952.85

TG:951.30

TRYON ROAD

Sd2-F

Sd2-F

(Sd1-S

DOUBLE ROW

Sd1-S

Sd2-F

(Sd1-S)

DOUBLE ROW

Sd2-F

TG:949.52

LIMITS OF DISTURBANCE

TG:949.61

Sd2-F

TG:949.58

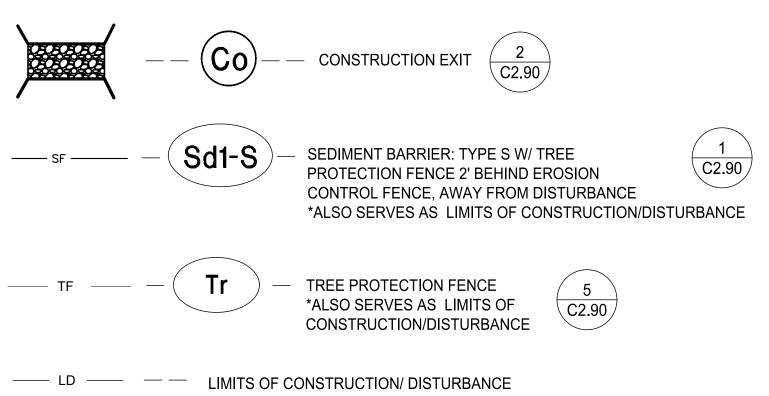
₩ DOUBLE: \$49,37

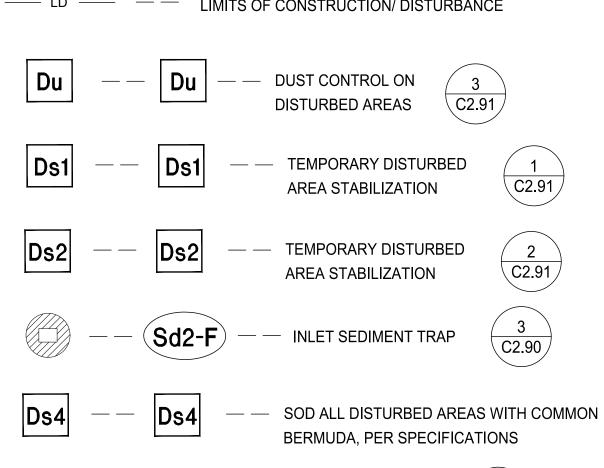
Sd2-F

FOR SOIL EROSION & SEDIMENT CONTROL PRACTICES

1. ALL PHASE 1 PRACTICES TO BE COMPLETED PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITIES. PHASE 2 PRACTICES TO BE IMPLEMENTED AS NEEDED DURING CONSTRUCTION. PHASE 3 PRACTICES TO BE IMPLEMENTED AS SOON AS CONSTRUCTION IS COMPLETE ON DIFFERENT ASPECTS OF THE PROJECT, NOT AT END OF ALL CONSTRUCTION ACTIVITIES FOR ENTIRE SITE.

2. ALL TEMPORARY EROSION CONTROL MEASURES ARE TO BE REMOVED FROM SITE AT COMPLETION OF PROJECT OR WHEN CONTRIBUTING DRAINAGE AREA ACHIEVES FINAL STABILIZATION. STORM DRAIN OUTLET PROTECTION TO REMAIN IN PERMANENT CONDITION. ALL OTHER EROSION CONTROL MEASURES ON THIS SHEET ARE TEMPORARY.





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- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLANS DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT
- DISTURBED AREAS LEFT IDLE FOR MORE THAN FIVE DAYS, AND NOT TO FINAL GRADE, WILL BE ESTABLISHED TO TEMPORARY VEGETATION (DS2). MULCH, TEMPORARY VEGETATION OR PERMANENT VEGETATION SHALL BE COMPLETED ON ALL EXPOSED AREAS WITHIN 14 DAYS AFTER DISTURBANCE. ALL AREAS TO FINAL GRADE WILL BE ESTABLISHED TO PERMANENT VEGETATION IMMEDIATELY UPON
- WHEN HAND PLANTING, MULCH (HAY OR STRAW) SHOULD BE UNIFORMLY SPREAD OVER SEEDED AREA WITHIN 24 HOURS OF SEEDING.
- MULCH WILL BE USED AS A TEMPORARY COVER. CONCENTRATED FLOW AREAS, ALL SLOPES STEEPER THAN 2.5:1 AND WITH A HEIGHT OF TEN FEET OR GREATER (DOES NOT APPLY TO RETAINING WALLS), AND CUTS AND FILLS WITHIN STREAM BUFFERS, SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKETS.
- A CITY OF BROOKHAVEN LAND DISTURBANCE PERMIT MUST BE DISPLAYED ON-SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A COUNTY ROAD OR STREET.
- EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY GRADING ON SITE. PLEASE CALL WITH ENOUGH LEAD-TIME FOR AN INSPECTION TO MEET YOUR
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- EROSION CONTROL PRACTICES MUST COMPLY WITH THE MINIMUM BEST MANAGEMENT PRACTICES FOR EROSION CONTROL AND SHALL COMPLY WITH THE STANDARDS/SPECIFICATIONS IN THE MANUAL FOR
- EROSION AND SEDIMENT CONTROL IN GEORGIA. EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY
- 10. THE USE OF POLYMERS (PAMS) IS ACCEPTED AS A BMP AS RECOMMENDED BY THE STATE SOIL & WATER CONSERVATION COMMISSION BMP "GREEN BOOK".
- 11. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION
- AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES. 12. NO CLEARING OF THE SITE UNTIL ALL BASINS, DIVERSIONS, AND SEDIMENT CONTROLS ARE INSTALLED, STABILIZED, AND FUNCTIONAL
- 13. LAND DISTURBANCE CANNOT BEGIN ON THE SITE UNTIL AFTER THE PRECONSTRUCTION CONFERENCE AND THE EROSION CONTROL INSPECTOR GIVES THE LDA PERMIT TO THE CONTRACTOR. PRESENT FOR THE PRECONSTRUCTION CONFERENCE SHALL BE: GENERAL CONTRACTOR, GRADING CONTRACTOR AND
- OWNER. THE DESIGN PROFESSIONAL MAY BE PRESENT AT THE DIRECTION OF THE OWNER. DETENTION FACILITIES AND EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- THERE ARE NO STATE WATERS BUFFERS PROPOSED TO BE DISTURBED AS A RESULT OF THE PERMIT
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NRCS SOILS TYPE LEGEND

- LIMITS OF

Sd1-S

TG:951.28

SAMPLING

LOCATION

DISTURBANCE

APPLING-URBAN LAND COMPLEX, 2 TO 10 PERCENT SLOPES PACOLET-URBAN LAND COMPLEX, 10-25 PERCENT SLOPES Ud URBAN LAND

TOTAL PROJECT AREA: ±7.02 AC TOTAL DISTURBED AREA: ±1.66 AC

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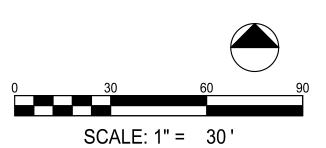
SEEDING NOTE THIS CONTRACT

6 CONCRETE WASHDOWN PROCEDURE

SEED ALL DISTURBED AREAS (BOTH THOSE FROM PREVIOUS GRADING OPERATIONS, AND DISTURBANCES DURING THIS CONTRACT) NOT RECEIVING SPRIGGING OR SODDING (SEE LANDSCAPE PLANS) AS A PART OF THIS CONTRACT. THESE AREAS INCLUDE OPEN AREAS, DETENTION BASINS, AREAS OF FUTURE PAVING, PARKING LOTS, & ROADS. SEED SPECIES DEPEND UPON DATE OF COMPLETION.

NOTE: IF AREAS ARE NOT TO BE PLANTED WITH OTHER MATERIAL (SEE LANDSCAPE PLANS) SEED TO BE BERMUDA GRASS @ 75 LBS/AC. IF SEEDING OCCURS OCT. - FEB., USE TEMPORARY SEEDING OF ANNUAL RYEGRASS @ 49 LBS/AC, TO BE FOLLOWED WITH BERMUDA MAR. - SEPT.. APPLY STRAW MULCH, LIME, & FERTILIZER AS FOLLOWS.

Know what's below. Call before you dig.





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EMENT **ASHFORD**

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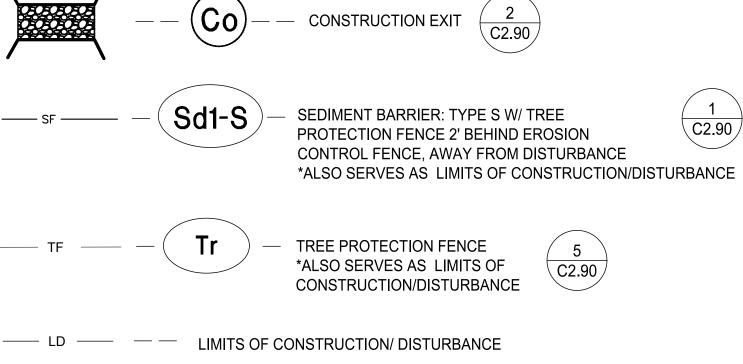
ES&PC PLAN PHASE 2

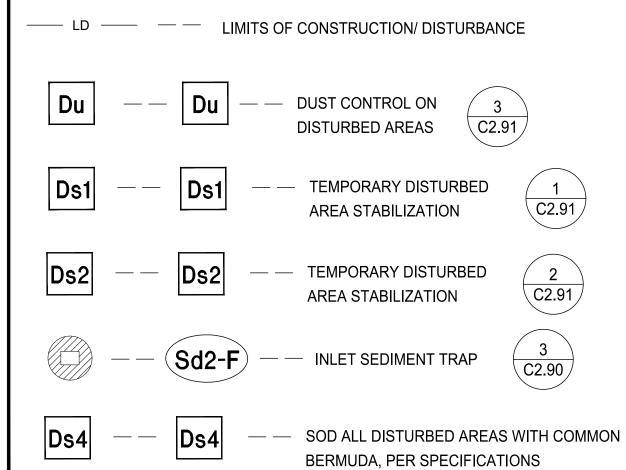
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C2.20

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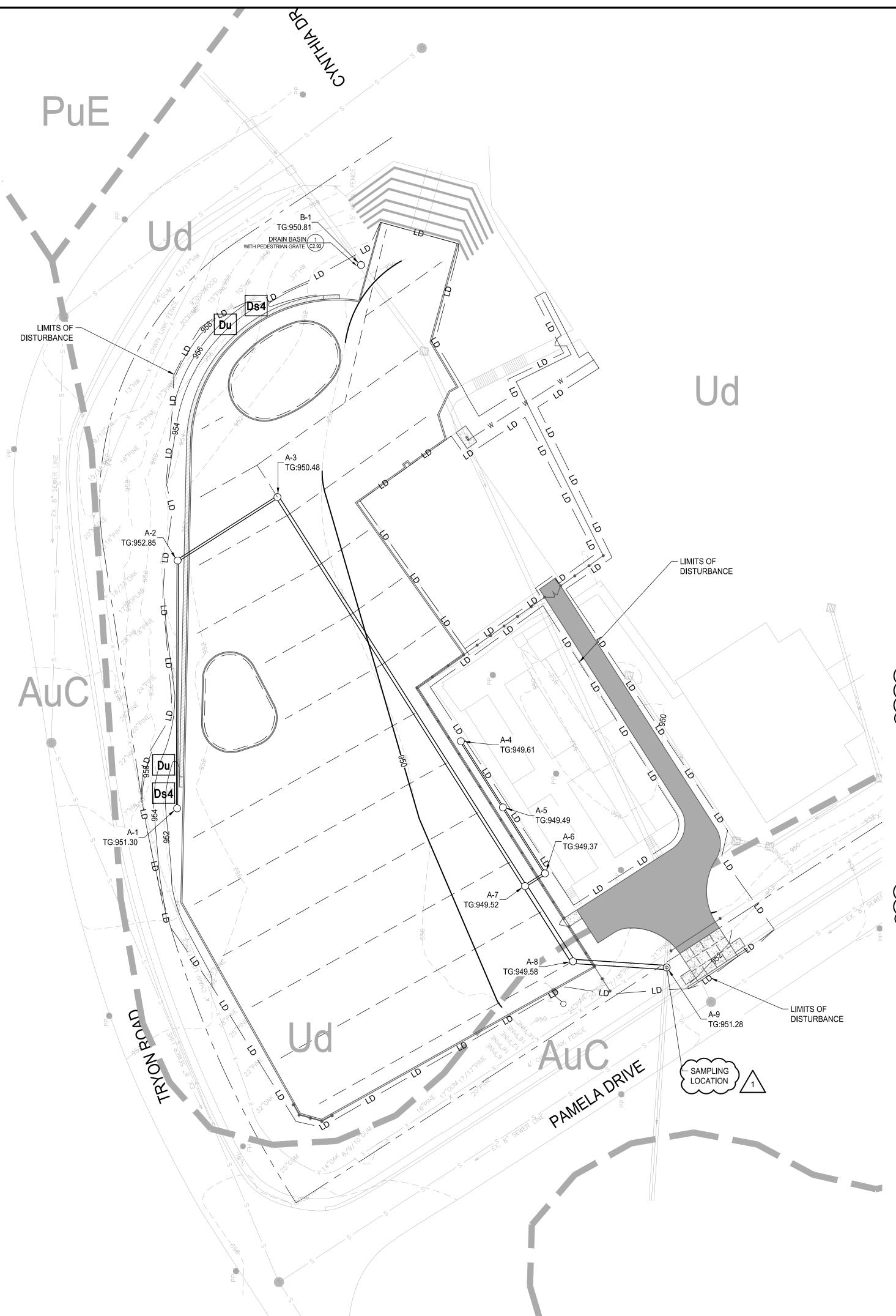
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— — SLOPE STABILIZATION

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NRCS SOILS TYPE LEGEND

APPLING-URBAN LAND COMPLEX, 2 TO 10 PERCENT SLOPES PACOLET-URBAN LAND COMPLEX, 10-25 PERCENT SLOPES Ud URBAN LAND

TOTAL PROJECT AREA: ±7.02 AC TOTAL DISTURBED AREA: ±1.66 AC

EXISTING USE: ELEMENTARY SCHOOL

PROPOSED USE: ELEMENTARY SCHOOL

Know what's below.

Call before you dig.

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SCOPE OF WORK INCLUDES CONVERTING THE SCHOOL YARD TO SYNTHETIC TURF. _____

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ASHFORD

TURF

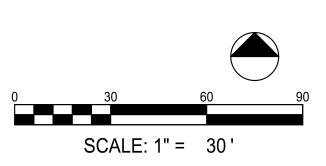
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ES&PC PLAN PHASE 3

18081-1 08/13/2018 RAWN BY CHECKED BY

SHEET NO. C2.30



SAMPLE ANALYSIS

STORM WATER SAMPLES ARE TO BE ANALYZED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40CFR PART 136 AND THE GUIDANCE DOCUMENT TITLES NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT EPA 833-B-92-001.

STORM WATER IS TO BE SAMPLED FOR NEPHELOMETRIC TURBIDITY UNITS (NTU) AT ONE OUTFALL LOCATIONS INDICATED ON SHEET C2.30. A DISCHARGE OF STORM WATER RUNOFF FROM DISTURBED AREAS WHERE BEST MANAGEMENT PRACTICES HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED, AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH CONDITION RESULTS IN THE TURBIDITY OF THE DISCHARGE EXCEEDING 75, THE VALUE THAT WAS SELECTED FROM APPENDIX B IN PERMIT NUMBER GAR 100001. THE NTU IS BASED UPON THE TOTAL DISTURBED AREA OF 1.66 ACRES OF THE PROJECT SITE, THE SURFACE WATER DRAINAGE AREA OF LESS THAN 4.99 SQ. MILES. AND RECEIVING WATER WHICH SUPPORTS WARM WATER FISHERIES.

SAMPLE TYPE

ALL SAMPLING SHALL BE COLLECTED BY "GRAB SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40CFR PART 136 (UNLESS OTHER TEST PROCEDURES SOIL CONDITIONS HAVE BEEN APPROVED); THE GUIDANCE DOCUMENT TITLED "NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-B-92-001" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD.

PER NPDES PERMIT, GAR 100001 "SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES. SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER. LARGE MOUTH, WELL-CLEANED AND RINSED GLASS TREATMENT SPECIFICATIONS OR PLASTIC JARS SHOULD BE USED TO COLLECTING SAMPLES. THE JARS SHOULD BE CLEANSED THOROUGHLY TO AVOID CONTAMINATION. MANUAL, AUTOMATIC OF RISING STAGE SAMPLING MAY BE UTILIZED.

SAMPLING POINTS

THERE IS ONE SAMPLING LOCATION LOCATED AT THE PROPOSED JUNCTION BOX A-9 AS INDICATED ON SHEET C2.20. PER NPDES PERMIT GAS 100001, FOR CONSTRUCTION ACTIVITIES. THE PRIMARY PERMITTEE MUST COMPLETE ALL SAMPLING.

- CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATER(S) OR IN THE OUTFALL STREAM WATER CHANNEL.
- THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM.
- THE SAMPLINGS SHOULD BE KEPT FREE FROM FLOATING DEBRIS THE PRIMARY PERMITTEE DOES NOT HAVE TO SAMPLE SHEET FLOW INTO UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT.

SAMPLING FREQUENCY

SEE NOTES ON SHEET C2.40.

1. THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT THE SAMPLING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART II.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THE PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORM WATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING REPORTS MUST BE SIGNED IN ACCORDANCE WITH PART V.G.2. SAMPLING REPORTS MUST BE SUBMITTED TO EPD UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

2. ALL SAMPLING REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION:

- A. THE RAINFALL AMOUNT, DATE, EXACT PLACE AND TIME OF SAMPLING OR MEASUREMENTS;
- B. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE SAMPLING AND MEASUREMENTS;
- C. THE DATE(S) ANALYSES WERE PERFORMED;
- D. THE TIME(S) ANALYSES WERE INITIATED;
- E. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE ANALYSES;
- F. REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED; G. THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES,
- ETC USED TO DETERMINE THESE RESULTS.
- H. RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU;" AND
- I. CERTIFICATION STATEMENT THAT SAMPLING WAS CONDUCTED AS PER THE PLAN.
- 3. ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE DISTRICT OFFICE OF THE EPD ACCORDING TO THE SCHEDULE IN APPENDIX A OF THE PERMIT. THE PERMITTEE SHALL RETAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1 AND STEEPER) SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. IF AN ELECTRONIC SUBMITTAL IS PROVIDED BY EPD THEN THE WRITTEN CORRESPONDENCE MAY BE SUBMITTED ELECTRONICALLY: IF REQUIRED. A PAPER COPY MUST ALSO BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL OR SIMILAR SERVICE.

IF NO QUALIFYING EVENTS OCCURRED WITHIN A MONTHLY MONITORING PERIOD, A REPORT MUST BE SUBMITTED STATING SUCH. ADDRESSES ARE PROVIDED BELOW:

GOVERNING AGENCY: CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT

3360 OSBORNE ROAD BROOKHAVEN, GA 30319 PHONE:(404) 637-0562

OWNER: CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT ATTN: INSPECTOR: TBD 3360 OSBORNE ROAD ADDRESS: TBD BROOKHAVEN, GA 30319 ADDRESS: TBD PHONE:(404) 637-0562 PHONE: TBD

RETENTION OF RECORDS

- 1. THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI:
- A. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD; B. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT;
- C. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV.A.5.
- OF THIS PERMIT: D. A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THIS PERMIT
- E. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV.D.4.A. OF THIS PERMIT; F. A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART III.D.2.
- OF THIS PERMIT: AND
- G. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A.(2). OF THIS PERMIT.
- 2. COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION), OR OTHER REPORTS REQUESTED BY THE THE EPD, EROSION, SEDIMENTATION AND POLLUTION CONTROL PLANS, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO EITHER PRODUCED OR USED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

THE CONTRACTOR WILL OBTAIN COPIES OF ANY AND ALL LOCAL AND STATE REGULATIONS THAT ARE APPLICABLE TO STORM WATER MANAGEMENT, EROSION CONTROL, AND POLLUTION MINIMIZATION AT THIS JOB SITE AND WILL COMPLY FULLY WITH SUCH REGULATIONS. THE CONTRACTOR WILL SUBMIT WRITTEN EVIDENCE OF SUCH COMPLIANCE IF REQUESTED BY THE OWNER OR ANY AGENT OF A REGULATORY BODY. THE CONTRACTOR WILL COMPLY WITH ALL CONDITIONS OF ANY AND ALL LOCAL, STATE AND FEDERAL AGENCIES HAVE GOVERNING AUTHORITY, INCLUDING THE CONDITIONS RELATED TO MAINTAINING THE ESPCP AND EVIDENCE OF COMPLIANCE WITH THE ESPCP AT THE JOB SITE AND ALLOWING REGULATORY PERSONNEL ACCESS TO THE JOB SITE AND TO RECORDS IN ORDER TO DETERMINE COMPLIANCE.

THIS VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS AND CRITICAL AREAS CREATED BY CONSTRUCTION, SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGES FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL SUBSTRATA. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL AREA UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

GRADE, SHAPE AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIME AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED. SMOOTHED AND FIRMED. SEEDING WILL BE DONE WITH CULTIPACKER-SEEDER, DRILL, ROTARY SEEDER OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY. WITHIN 24 HOURS AFTER SEEDING, STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OR THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AT IT IS SPREAD. A DISK HARROW WITH THE DISK SET OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH:(CONVENTIONAL SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1)

AGRICULTURAL LIMESTONE FERTILIZER, 5-10-15 MULCH, STRAW OR HAY		4000 LBS./ACRE 1500 LBS./ACRE 5000 LBS./ACRE
SEEDING SPECIES HULL COMMON BERMUDA GRASS	APPLICATION RATE/ACRE 10 LBS.	PLANTING DATES 3/1-6/15
FESCUE	50 LBS.	9/1-10/31
FESCUE RYE GRASS	50 LBS. 50 LBS.	11/1-2/28
HAY MULCH FOR TEMP. COVER	5000 LBS.	6/15-8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL	
FERTILIZER(AMMONIUM NITRATE 33.5%)	300 LBS./ACRE
C SECOND-VEAR FERTILIZER: (5-10-15 OR FOLII) (ALENT)	800 LBS /ACRE

C. SECOND-YEAR FERTILIZER: (5-10-15 OR EQUIVALENT) HYDRAULIC SEEDING EQUIPMENT WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS USED, NO GRADING AND SHAPING OR SEEDBED

PREPARATION WILL BE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER WILL BE MIXED WITH WATER AND APPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENEOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING. THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

AGRICULTURAL LIMESTONE #75 4000 LBS./ACRE FERTILIZER, 5-10-15 1500 LBS./ACRE MULCH, (STRAW OR HAY) OR 5000 LBS./ACRE WOOD CELLULOSE FIRER MUI CH 1000 LBS./ACRE

WOOD CELLULOSE FIBER MULCH	1000 LBS./ACRE	
<u>SEEDING SPECIES</u> SERICEA LESPEDEZA, SCARIFIED	APPLICATION RATE/ACRE 60 LBS.	PLANTING DATES
WEEPING GRASS OR COMMON BERMUDA, HULLED	4 LBS. 6 LBS.	3/1-6/15
,		0/4 40/04
FESCUE SERICEA LESPEDEZA, UNSCARIFIED	40 LBS. 60 LBS.	9/1-10/31
FESCUE SERICEA LESPEDEZA, UNSCARIFIED RYE	40 LBS. 75 LBS. 50 LBS.	11/1-2/28
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15-8/31
B. TOP DRESSING: APPLY WHEN PLANTS FERTILIZER (AMMONIUM NITRATE :	3000 LBS./ACRE	

C. SECOND-YEAR FERTILIZER: (0-20-20 OR EQUIVALENT)

500 LBS./ACRE

GENERAL NOTES:

- 1. THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN WILL INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPS WITHIN SEVEN DAYS AFTER INSTALLATION.
- 2. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- 3. AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPS WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
- 4. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
- 5. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.
- 6. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING. PERMANENT VEGETATION SHALL BE PLANTED IF THE AREA IS TO BE LEFT UNDISTURBED FOR GREATER THAN 6 MONTHS.
- AFTER CONSTRUCTION, EROSION AND SEDIMENTATION WILL BE MANAGED BY STABILIZED LOT CONSISTING OF PAVED DRIVES, GRASSING, LANDSCAPING, AND COMMUNITY CENTER SITE.
- MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
- COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL
- ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND FREQUENT WATERING OF EXCAVATION AND FILL AREAS
- PROVIDING GRAVEL OR PAVING AT ENTRANCE/ EXIT DRIVES
- 10. EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- 11. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES WILL BE INSTALLED IF DEEMED NECESSARY BY THE ONSITE INSPECTOR
- 12. EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES TO BE INSPECTED DAILY.
- 13. CUT AND FILL SLOPES SHALL NOT EXCEED 3H:1V ON RESIDENTIAL PROJECTS AND LOTS, AND LOTS SHALL NOT EXCEED 2H:1V ON ALL OTHER PROJECTS.
- 14. WEEKLY EROSION AND SEDIMENT CONTROL REPORTS SHALL BE SUBMITTED TO THE CITY ENGINEER STARTING WITH THE ISSUANCE OF THE LDP AND ENDING WHEN THE PROJECT IS RELEASED BY THE
- 15. INSPECTIONS BY QUALIFIED PERSONNEL PROVIDED BY THE PRIMARY PERMITTEE AND THE
- ASSOCIATED RECORDS SHALL BE KEPT ON SITE IN COMPLIANCE WITH GAR 100001. ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONROL EROSION.

INSTALLATION OF INITIAL SEDIMENT CONTROL MEASURES

APPLICATION OF TEMPORARY VEGETATIVE MEASURES

INSTALL GRADING PHASE EROSION CONTROL MEASURES

CONSTRUCTION AND INSTALLATION OF SITE IMPROVEMENTS

REMOVE TEMPORARY EROSION CONTROL MEASURES

MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES

DEMOLITION OF EXISTING FEATURES, SEE SHEET C0.10 FOR DETAILS

17. THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION, ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UPSTREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH STABILIZED WITH PERMANENT VEGETATION AND ALL ROAD/DRIVEWAYS HAVE BEEN PAVED.

CLEARING AND GRUBBING

PRELIMINARY GRADING

LANDSCAPING AND FINAL STABILIZATION

FINE GRADING

DESIGN PROFESSIONAL 7-DAY VISIT CERTIFICATION

DATE OF INSPECTION

I CERTIFY THE SITE WAS IN COMPLIANCE WITH THE ES&PC PLAN ON THE DATE OF INSPECTION.

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # INSPECTION REVEALED THE FOLLOWING DISCREPANCIES FROM THE ES&PC PLAN.

THESE DISCREPANCIES MUST BE ADDRESS IMMEDIATELY AND A REINSPECTION SCHEDULED. WORK SHALL NOT PROCEED ON SITE UNTIL THE DESIGN PROFESSIONAL CERTIFICATION IS OBTAINED.

APPENDIX B

Nephelometric Turbidity Unit (NTU) TABLES

Cold Water (Trout Stream)

Surface Water Drainage Area, square miles

Site Size,

Site Size

1 | 2 | 3 | 4 | 5 | 6 | 7

		0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
',	1.00-10	25	50	75	150	300	500	500	500
	10.01-25	25	25	50	75	150	200	500	500
	25.01-50	25	25	25	50	75	100	300	500
	50.01-100	20	25	25	35	59	75	150	300
	100.01+	20	20	25	25	25	50	60	100
		I							

Warm Water (Supporting Warm Water Fisheries)

Surface Water Drainage Area, square miles

0-4.99 5-9.99 10-24.99 25-49.99 50-99.99 100-249.99 250-499.99 500+ 1.00-10 10.01-25 25.01-50 100 100 300 50 50 50 100

PRIMARY PERMITTEE/24 HR. CONTACT:

BRIAN BORDEN CITY OF BROOKHAVEN

3360 OSBORNE RD

BROOKHAVEN, GA 30319

PHONE: (404) 637-0562

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08/13/2018

ES&PC NOTES

Know what's **below**. Call before you dig.

RAWN BY CHECKED BY C2.42

ROJECT NO. 18081-1

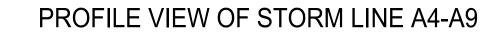
ANTICIPATED CONSTRUCTION SCHEDULE START DATE: 9/1/2018

END DATE: 4/1/2019

STORM SEWER PIPE CHART

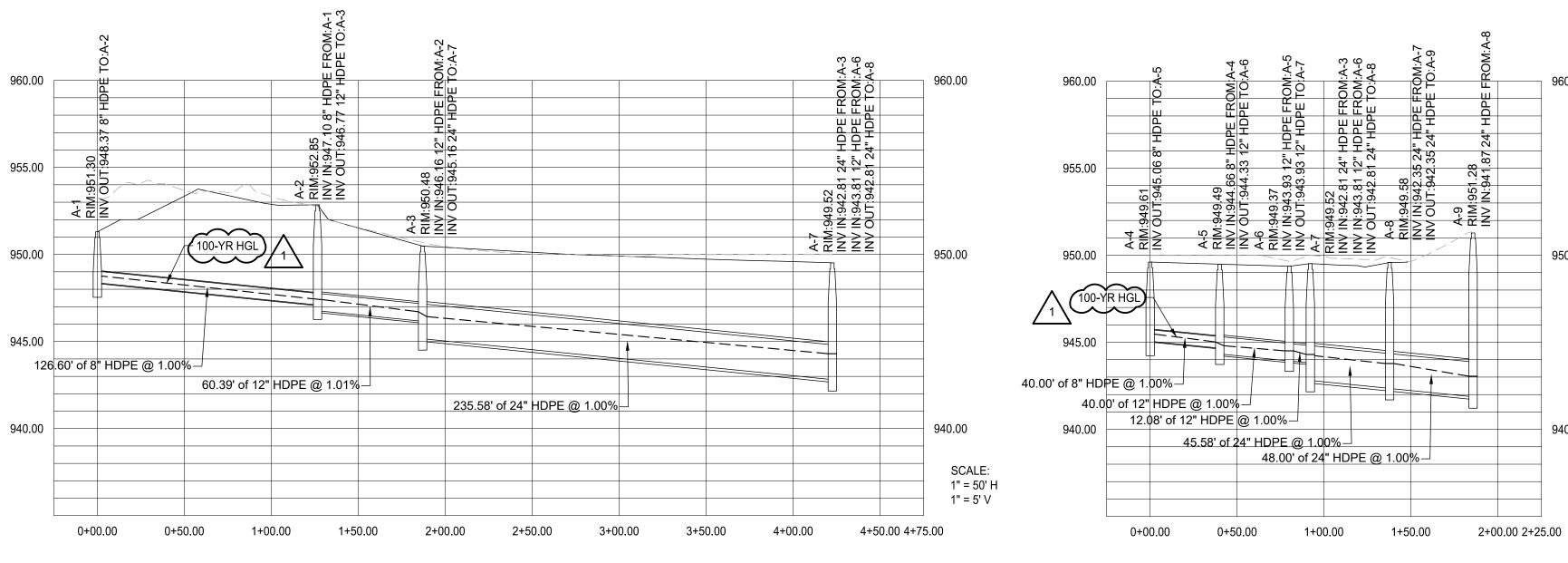
	DIA		LENGTH	Invert Up	Invert Down	DESIGN SLOPE	Manning's	DESIGN FREQ	FREQ. FACTOR	WEIGHTED RATIONAL	INTENSITY	AREA	DESIGN FLOW	FF FRIC SLOPE	VELOCITY*	Time of Concentration		
PIPE	inches	TYPE	ft	ft	ft	%	n	year	Cf	"C"	in/hr	acres	cfs	%	ft/sec	min	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE
A1-A2	8	HDPE	126.60	948.37	947.10	1.00%	0.012	25	1.1	0.85	9.35	0.07	0.6	0.22%	3.7	5.0	STANDARD GRATE INLET PER 2/C2.93	STANDARD GRATE INLET PER 1/C2.93
A2-A3	12	HDPE	60.39	946.77	946.16	1.01%	0.012	25	1.1	0.85	8.10	0.24	1.8	0.22%	4.9	5.6	STANDARD GRATE INLET PER 1/C2.93	SOLID COVER DRAIN BASIN PER 1C/2.93
A3-A7	18	HDPE	235.58	945.66	943.31	1.00%	0.012	25	1.1	0.93	8.04	1.24	10.2	0.82%	7.3	5.8	SOLID COVER DRAIN BASIN PER 1C/2.93	SOLID COVER DRAIN BASIN PER 1C/2.93
A4-A5	8	HDPE	40.00	945.06	944.66	1.00%	0.012	25	1.1	0.91	9.35	0.07	0.7	0.25%	3.7	5.0	PEDESTRIAN GRATE INLET PER 2/C2.93	PEDESTRIAN GRATE INLET PER 1/C2.93
A5-A6	8	HDPE	40.00	944.66	944.26	1.00%	0.012	25	1.1	0.91	8.21	0.12	1.0	0.56%	4.1	5.2	PEDESTRIAN GRATE INLET PER 1/C2.93	PEDESTRIAN GRATE INLET PER 1/C2.93
A6-A7	12	HDPE	12.08	943.93	943.81	1.00%	0.012	25	1.1	0.91	8.17	0.18	1.5	0.15%	4.6	5.3	PEDESTRIAN GRATE INLET PER 1/C2.93	SOLID COVER DRAIN BASIN PER 1C/2.93
A7-A8	24	HDPE	45.58	942.81	942.35	1.00%	0.012	25	1.1	0.93	7.89	1.64	13.2	0.30%	8.0	6.4	SOLID COVER DRAIN BASIN PER 1C/2.93	SOLID COVER DRAIN BASIN PER 1C/2.93
A8-A9	24	HDPE	48.00	942.35	941.87	1.00%	0.012	25	1.1	0.93	7.85	1.67	13.4	0.30%	8.0	6.5	SOLID COVER DRAIN BASIN PER 1C/2.93	JUNCTION BOX PER 4/C2.93

PROFILE VIEW OF STORM LINE A1-A7



940.00

SCALE: 1" = 50' H 1" = 5' V



STOP PROJECT NOT 18081-1
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PARTMENT

TURF FIELD CONVERSION ASHFORD PARK ELEMENTARY SCHOOL

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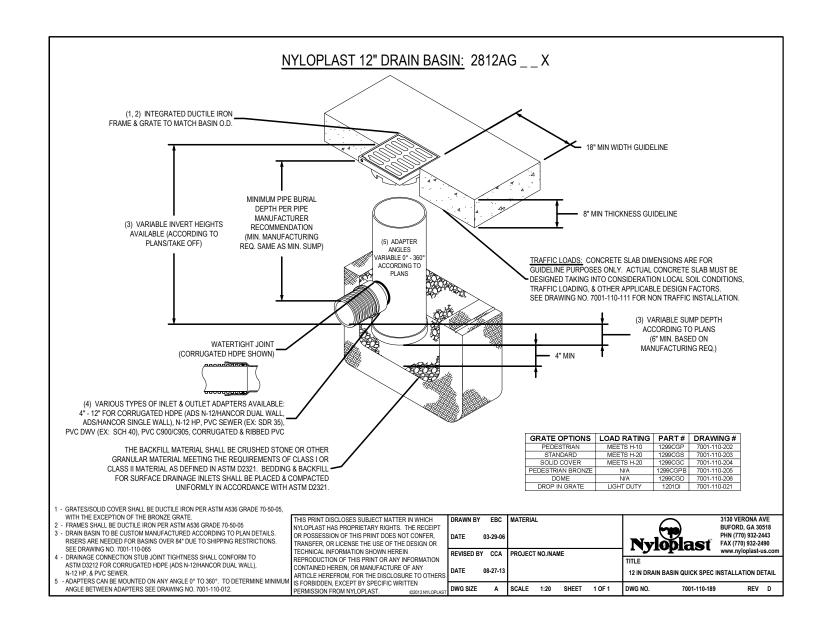
STORM SEWER
PIPE CHART AND
PROFILES

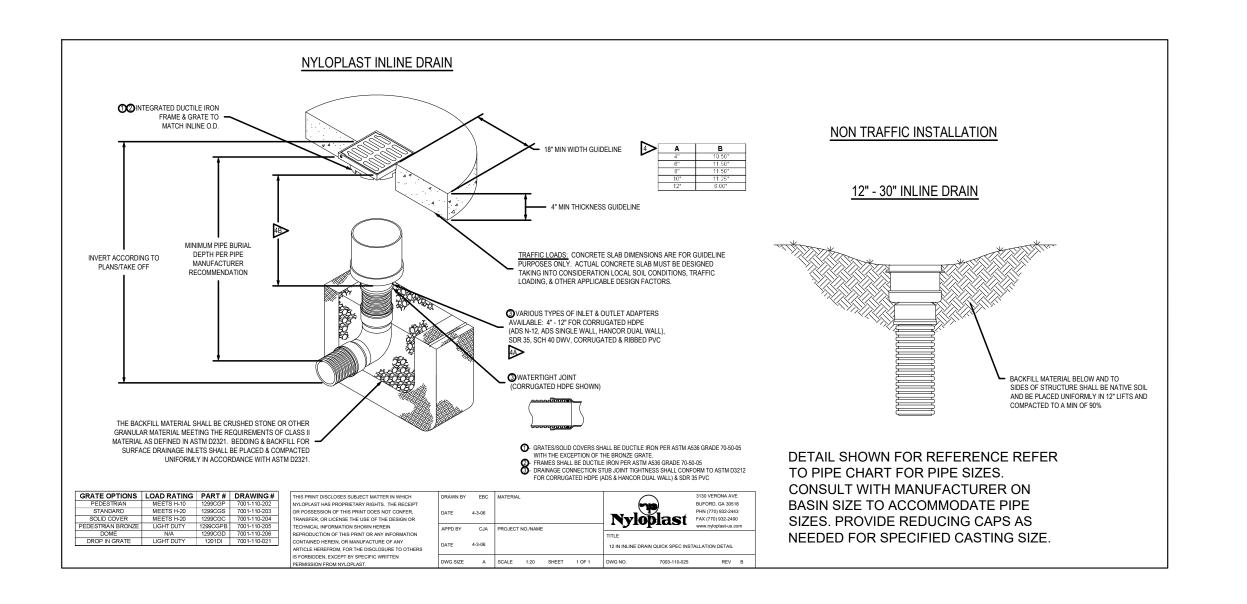
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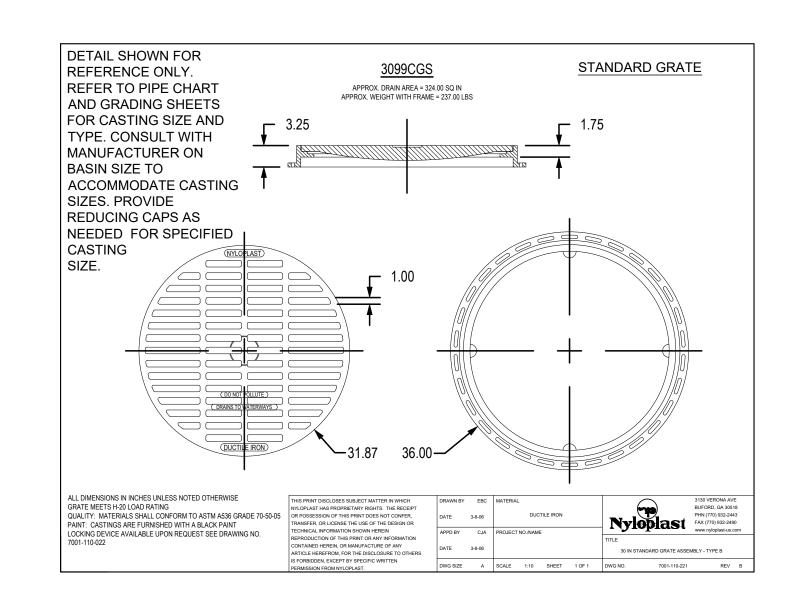
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C2.50







DRAIN BASIN
SCALE: N.T.S.

2 INLINE DRAIN
SCALE: N.T.S.

3 DRAIN GRATE ASSEMBLY SCALE: N.T.S.

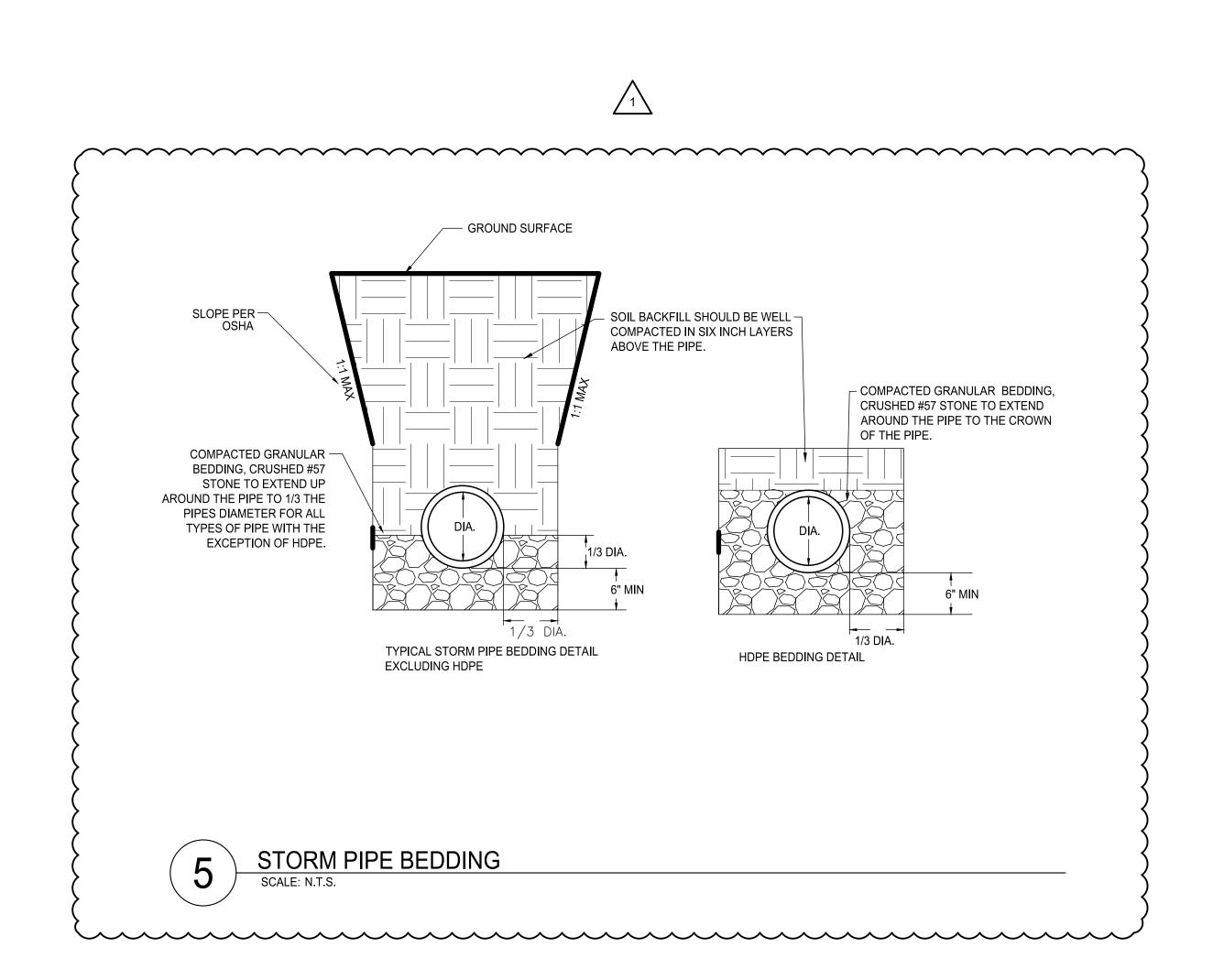
STEPS ARE REQUIRED IN OLL HAMPCLES OVER 4 FT. STATE PROJECT NUMBER SHEET 184 RING IN BOTTOM GRAGE ADJUSTMENT MIN. VERTICAL LOAD RESISTANCE = 400 LBS. MIN. PULLOUT RESISTANCE = 700 LBS. STEP DETAIL SEE GEN NOTE NO. 2(A) 4"HIN. 1"05. TO 4"0" HT. EACH. H.H. STEP-7 (AS REC'D.) NOTE: 10 FT. MAXIMUM ALLONANCE COVER ABOVE TOP OF REDUCER SLABS. REDUCER CONES TO BE USED WHERE REDUCER SLABS NOT PERMITTED. PLAN OF STEEL REINFORCEMENT ADDITIONAL CHRCUNFERENTIAL REINFORCEMENT REG'D. OF NOT LESS THÂN ONE LINE OF STEEL D. (7 SQ. IN.) PER CINEAL FOOT. ECCENTRIC REDUCER GONE RISERS MAY BE USED BASE UNIT (SEE DETAILS. SECTIONAL DETAIL D X (MIN.) Z (MIN.) REDUCER SLAB *CONCENTRIC CONE SHORE
HIN. HT.=2'0" ECCENTRIC
CONES MAY BE USED AS AN PRECAST HOLE FOR PIPE. SEE GEN. NOTES NO. 3.4.8 5 ALTERNATE, MIN.HT. -3'G" DESIGNED ACCORDING TO Y A.S.T.M. C-476 SECTIONAL DETAIL (MANHOLE WITH BASE WHIT OF D-48") SECTIONAL DETAIL GENERAL NOTES: MATERIALS, ALL COMPRETE, STEEL BARS AND STEEL WIPE REINFORCEMENT SHALL COMPREY WITH SECTION 866.02 OF GEORGIA STANDARD SPECIFICATIONS AND SPECIAL PROVISION INTO MODITY (MANIFOLE WITH BASE UNIT OF D-OVER 48") SECTION BEE, OZ OF GEORGIA STANDARD SPECIFICATIONS AND SPECIFIC PROVISION INTO MODITY
SECTION BEE, OZ.
REINFORCEMENT:
(A) PLACEMENT AND DESIGN OF STELL REINFORCEMENT IN RISER UNITS, CONE SECTIONS, GRADE
RINGS AND JOINTS SHALL BE IN COMPLIANCE WITH A.S. I.M. C-478 UNLESS DIFFERNISE NOTED
RINGS AND JOINTS, REDUCER SLABS AND FLAT TOP SLABS SHALL HAVE STELL REINFORCEMENT AS SHOWN
IN DETAILS AT LEFT.
3. NOTHINGS FOR PIPPS LARGER THAN 6 INCHES IN DIAMETER ARE TO BE PRECAST. A MINIMUM OF 6° ALONG THE INTERCIRCUPEDENCE IS TO REMAIN BETWEEN THE EXTREMITIES OF HOLE FOR ALUACENT
PIPE IN AM SINGLE UNIT. A MINIMUM OF THE REINF. BARS, SHALL REMAIN IN WALL BETWEEN MY
THE OPPRINCES. INSIDE DIAMETER OF BASE UNIT DEPENDS UPON SIZE AND ALINEMENT OF PIPES. SEE GENERAL NOTES. TINVERT CHANNEL -SEE GENERAL NOTE NO. 5 OUTLET PIPE CHIPPED BACK SO THAT BASE UNIT OR RISER THE CONTRACTOR WILL FLENISH THE FARRICATOR WITH THE ANGLE OF ALINEMENT AND SIZE OF ALL PIPES TO ENTER MANAGLE AND THE HEIGHT OF STRUCTURE.

5. BASE UNITS SHALL HAVE SUPERICION HEIGHT TO ALLON FOR MINIMUM OF 5" OF WALL BETWEEN TOP OF HIGHEST OPEN ING FOR PIPES AND BUTTOM OF JOINT. WALL OF STRUCTURE. 12" SECTIONAL DETAIL 6" SECTIONAL DETAIL INVERT CHANNELS:
(A) FOR SANITARY SCHER AUMENUES SEE GEORGIA STANDARD SPECIFICATIONS FOR CHANNEL REQUIRE MENTS.

(B) FOR STORM SEWER MANHOLES, CHANNELS BUILT TO SUIT PIPE SIZES AND LOCATION. HEIGHT OF CHANNEL EQUAL TO 1/2 DIAMETER OF CUILET PIPE. CHANNEL BUILT FROM GROUT OR CLASS "A" CONCRÈTE. 7. PIPES ARE TO BE EXTENDED INTO STRUCTURE WALL A MINIMUM OF 4" BUT SHOULD NOT EXTEND BEYOND INTERIOR WALL OF STRUCTURE,

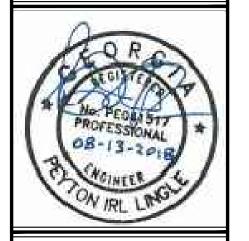
8. ALL JOINTS, EXCEPT FOR GRADE RINGS AND TOP OF TOP CONE, SHALL HAVE TONGUE AND CROOVE SECTION. DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA STANDARD APPROX. WEIGHTS: FRAME -200 LBS. COVER - 135 LBS. PRECAST REINFORCED CONCRETE PLAN OF REINFORCING STEEL MANHOLE FLAT TOP SLAB IS FOR USE IN AREA OF MINIMAM COVER ONLY. MAXIMUM HEIGHT OF MANNOLE WITH FLAT TOP SLAB SHALL BE 4.FT. ABOVE TOP OF HIGHEST ENTERINS DIEF PLAN OF STEEL REINFORCEMENT IN BOTTOM SCAB BASE UNIT FLAT TOP SLAB SECTION A-A SECTION B-B Lastrack on Carlotte Last Last 1

JUNCTION BOX
SCALE: N.T.S.



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