

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Where any original item is amended, voided, or superseded hereby, the provision of such item not so specifically amended, voided, or superseded shall remain in effect.

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## 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
  - j. C2.50 – STORM SEWER PIPE CHART AND PROFILES
  - k. C2.92 – DRAINAGE AND ESCP DETAILS
  - l. 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



## 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 ALLOWANCES 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: \_\_\_\_\_

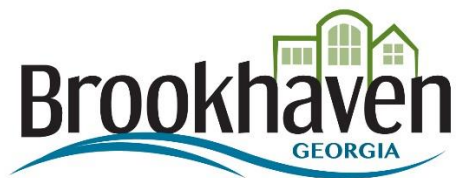


**AGREEMENT**

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 Exhibit A 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

Contractor

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)

Contractor

**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 Exhibit B.

**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.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 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.
- 10.6 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.

- 13.2 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.

- 13.5 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 Statute 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.

14.2 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.
- 15.2 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.
- 16.2 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.
- 16.3 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.

- 17.3 **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

- 20.1 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.
- 20.2 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:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, 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.

21.2 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.

- 23.2 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.
- 23.4 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.
- 23.5 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.
- 23.7 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.
- 23.24 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: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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 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 obligee, 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)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

**ATTEST:**

\_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_

(Address)

**PAYMENT 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 Oblige) \_\_\_\_\_  
4362 Peachtree Road NE, Brookhaven, Georgia 30319  
(Address of Oblige)

hereinafter referred to as Oblige; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Oblige, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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)

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**ATTEST**

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

\_\_\_\_\_  
(Attorney-in-Fact)  
  
(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

(Address)

**MAINTENANCE BOND**

**CITY OF BROOKHAVEN, GEORGIA**

PROJECT NO: \_\_\_\_\_ DEKALB COUNTY, GEORGIA  
BOND NO: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF BROOKHAVEN, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Brookhaven for the Recreation and Parks Restroom Project. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Brookhaven from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

**Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018**

Witness:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Name of Surety Company)

(Attorney-in-fact) \_\_\_\_\_

**EXHIBIT F**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Service Provider(s) Name: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify\* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_

E Verify  
TM Company Identification Number Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of  
Authorized Officer or Agent

\_\_\_\_\_  
[NOTARY SEAL]

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ 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 be provided for the Service Provider’s employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

“As part of the subcontracting agreement with \_\_\_\_\_(Service Provider), \_\_\_\_\_(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

\_\_\_\_\_

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

**EXHIBIT H**

**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received certify that I have received a copy of the City of Brookhaven, GA, Financial Management Policies Purchasing Policy which can be found at <http://brookhavenga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Brookhaven, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

**EXHIBIT I**

**PROOF OF PAYMENT**

TO CITY OF BROOKHAVEN, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of its subcontractors in connection with the services required for \_\_\_\_\_ for the City have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which the City on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

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:

(SEAL)

**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 the \_\_\_\_\_ day 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 CONVERSION – 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:

**SECTION 011000 – SUMMARY**

**LA# 18081-1 – TURF FIELD CONVERSION – ASHFORD PARK ELEMENTARY SCHOOL**

**Page 2 of 4**

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- 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 calendar 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 arbitration proceeding 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 Contractor shall pay to the Owner an amount of 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:

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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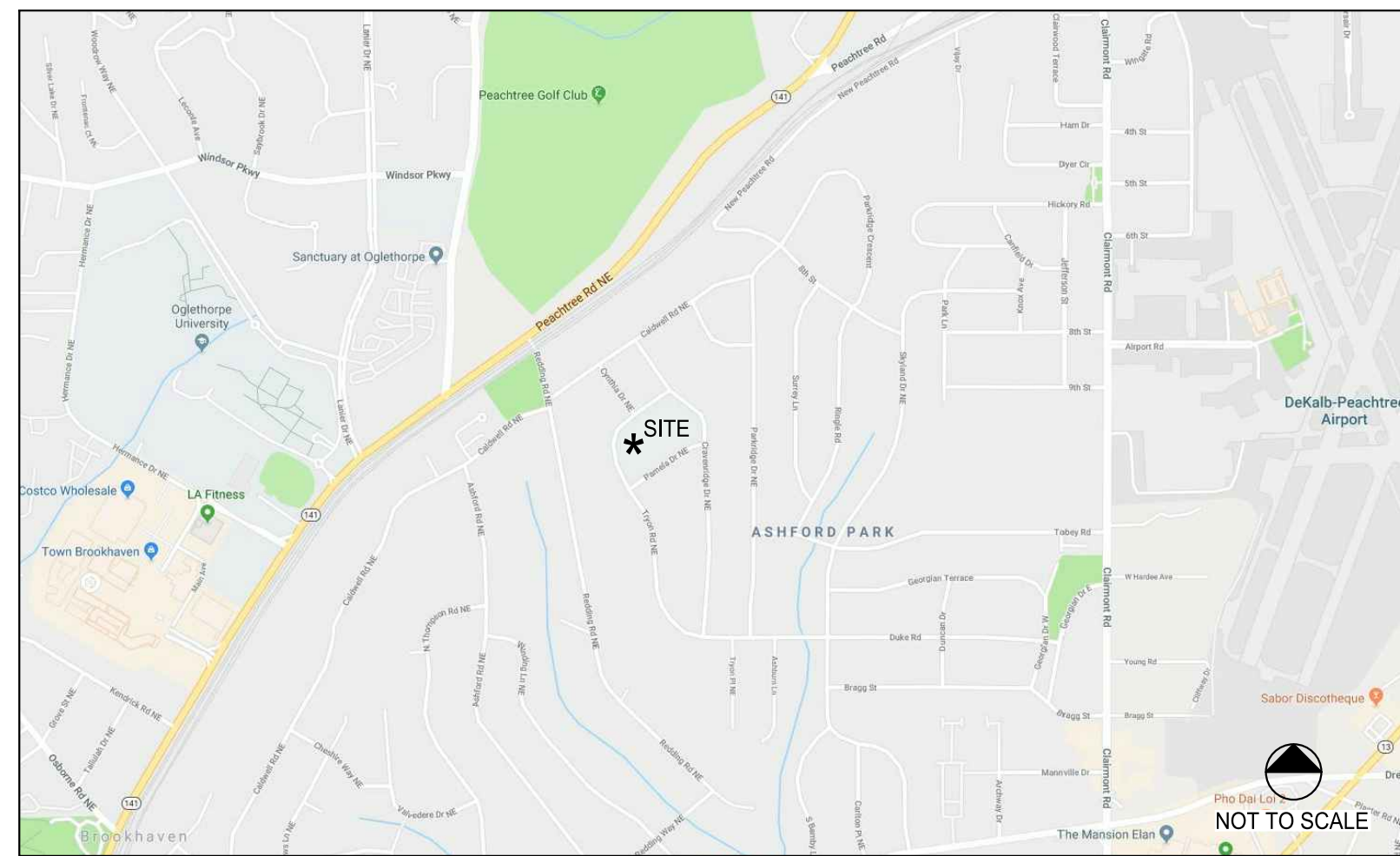




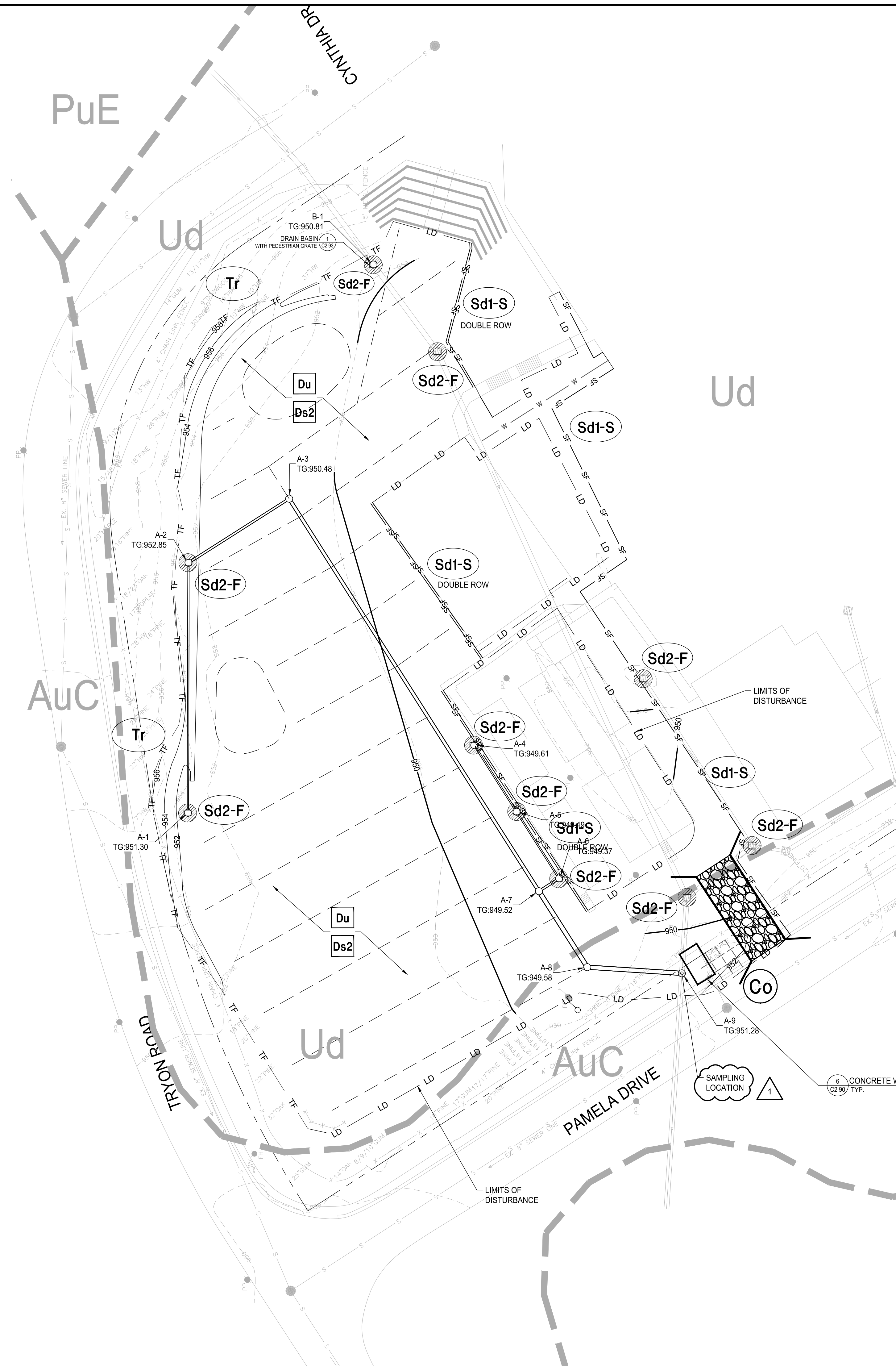






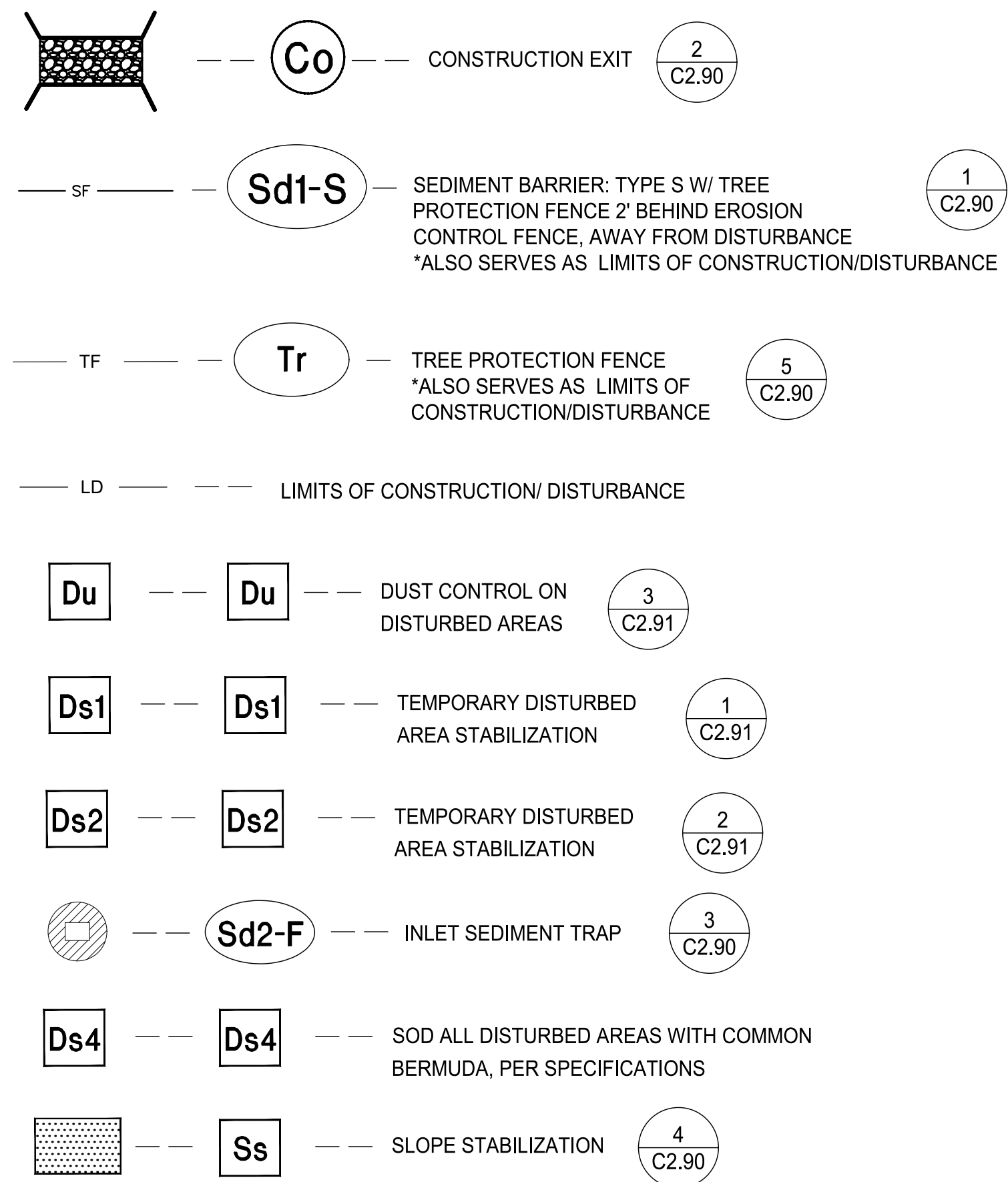


VICINITY MAP



UNIFORM CODING SYSTEM FOR SOIL EROSION & SEDIMENT CONTROL PRACTICES

- NOTE:
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.



EROSION CONTROL NOTES

1. 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 SOURCE.
2. 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 COMPLETION.
3. WHEN HAND PLANTING, MULCH (HAY OR STRAW) SHOULD BE UNIFORMLY SPREAD OVER SEEDED AREA WITHIN 24 HOURS OF SEEDING.
4. 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.
5. 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.
6. 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.
7. 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 DEVELOPED.
8. 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.
9. EROSION AND SEDIMENT CONTROL DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY GRADING ON SITE.
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.
14. 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.
15. THERE ARE NO STATE WATERS BUFFERS PROPOSED TO BE DISTURBED AS A RESULT OF THE PERMIT APPLICATION FOR THIS PROJECT.
16. NO TOPSOIL STOCKPILE IS PROPOSED.
17. THERE ARE NO STATE WATERS WITHIN 200 FEET OF THIS SITE.

CITY OF BROOKHAVEN NOTES:

1. 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 IDENTIFY CRITICAL AREAS THAT MAY REQUIRE SPECIAL ATTENTION DURING DEVELOPMENT.
2. 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.

FLOODPLAIN NOTE:  
NO PORTION OF THIS SITE LIES WITHIN A FLOODPLAIN PER FEMA FIRM PANEL 13089C0052J, EFFECTIVE DATE MAY 16, 2013.

NRCS SOILS TYPE LEGEND

AuC	APPLING-URBAN LAND COMPLEX, 2 TO 10 PERCENT SLOPES
PuE	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

NATURE OF CONSTRUCTION ACTIVITY  
THE EXISTING SITE IS A SCHOOL YARD WITH HARD COMPACTED SOILS. THE PROPOSED SCOPE OF WORK INCLUDES CONVERTING THE SCHOOL YARD TO SYNTHETIC TURF.

SEEDING NOTE THIS CONTRACT

**Ds2**  
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.

**LOSE DESIGN**  
SPACES FOR LIFE.

THIS DRAWING AND THE DESIGN SHOWN IS THE PROPERTY OF THE ARCHITECT. REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT, AND ANY INFRINGEMENTS SUBJECT TO LEGAL ACTION.



TURF FIELD CONVERSION  
ASHFORD PARK ELEMENTARY SCHOOL

CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT  
BROOKHAVEN, GEORGIA

SUBMITTALS / REVISIONS

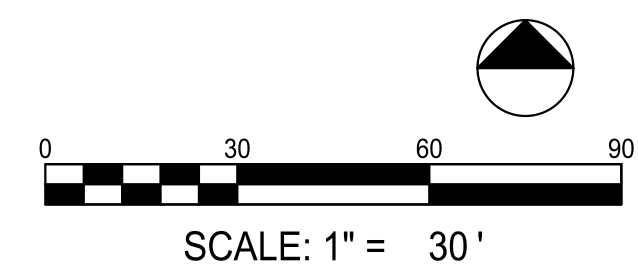
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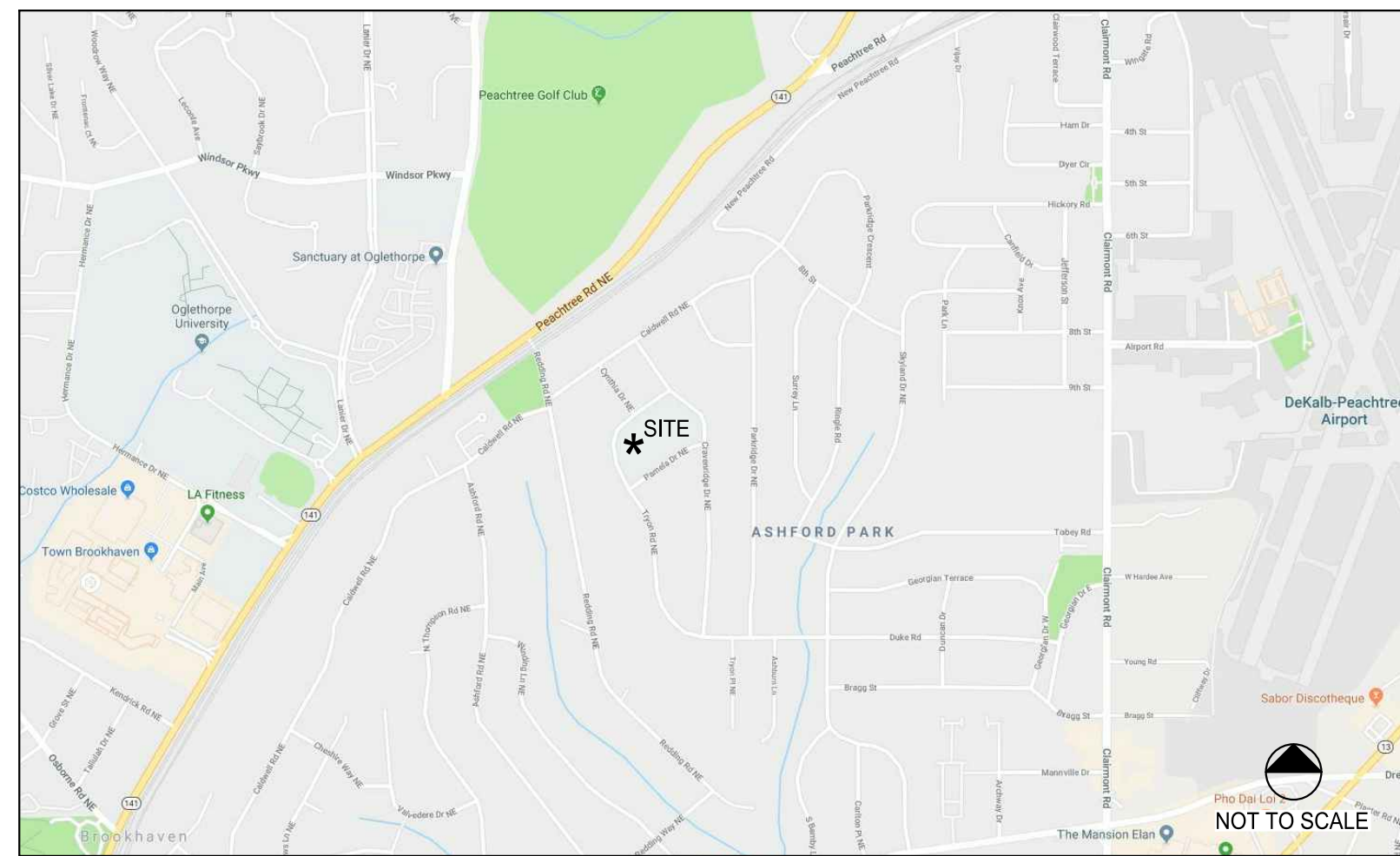
SHEET TITLE  
ES&PC PLAN PHASE 2

PROJECT NO. 18081-1	DATE 08/13/2018
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CHECKED BY MB	
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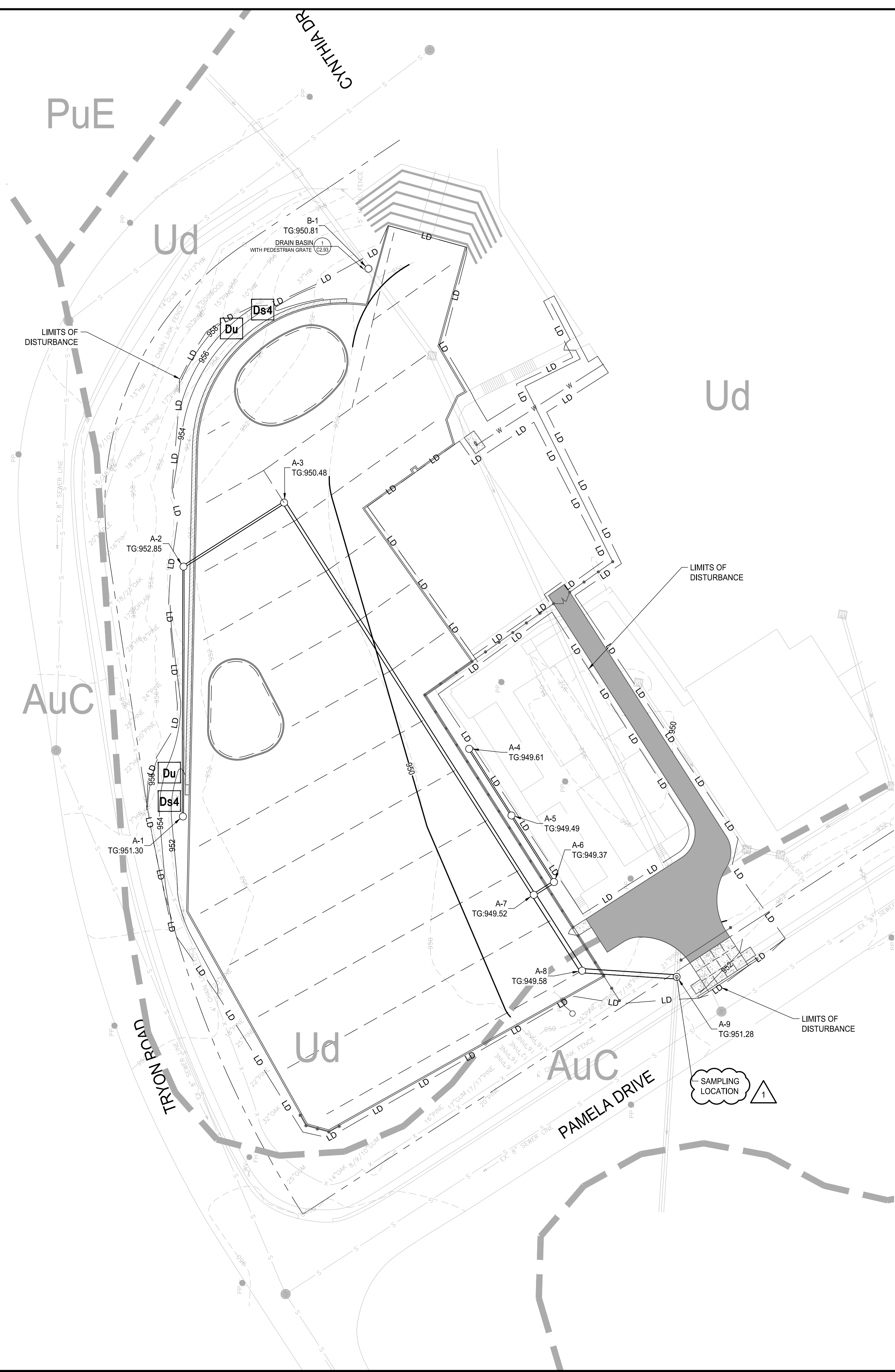
C2.20



© 11/2016 (18081) Ashford Park Elementary Turf Field Conversion SHEET C2.20 ES&PC PLAN PHASE 2 08/13/2018



VICINITY MAP



UNIFORM CODING SYSTEM FOR SOIL EROSION & SEDIMENT CONTROL PRACTICES

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- Co** CONSTRUCTION EXIT (2) C2.90
- Sd1-S** SEDIMENT BARRIER: TYPE S W/ TREE PROTECTION FENCE 2' BEHIND EROSION CONTROL FENCE, AWAY FROM DISTURBANCE \*ALSO SERVES AS LIMITS OF CONSTRUCTION/DISTURBANCE (1) C2.90
- Tr** TREE PROTECTION FENCE \*ALSO SERVES AS LIMITS OF CONSTRUCTION/DISTURBANCE (5) C2.90
- LD** LIMITS OF CONSTRUCTION/DISTURBANCE
- Du** DUST CONTROL ON DISTURBED AREAS (3) C2.91
- Ds1** TEMPORARY DISTURBED AREA STABILIZATION (1) C2.91
- Ds2** TEMPORARY DISTURBED AREA STABILIZATION (2) C2.91
- Sd2-F** INLET SEDIMENT TRAP (3) C2.90
- Ds4** SOD ALL DISTURBED AREAS WITH COMMON BERMUDA, PER SPECIFICATIONS
- Ss** SLOPE STABILIZATION (4) C2.90

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FLOODPLAIN NOTE:

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NRCS SOILS TYPE LEGEND

- AuC APPLING-URBAN LAND COMPLEX, 2 TO 10 PERCENT SLOPES
- PuE 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

NATURE OF CONSTRUCTION ACTIVITY

THE EXISTING SITE IS A SCHOOL YARD WITH HARD COMPACTED SOILS. THE PROPOSED SCOPE OF WORK INCLUDES CONVERTING THE SCHOOL YARD TO SYNTHETIC TURF.

**LOSE DESIGN**  
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TURF FIELD CONVERSION  
ASHFORD PARK ELEMENTARY SCHOOL

CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT  
BROOKHAVEN GEORGIA

SUBMITTALS / REVISIONS

NO.	DATE	DESCRIPTION
1	09/12/19	PERMIT REVISIONS

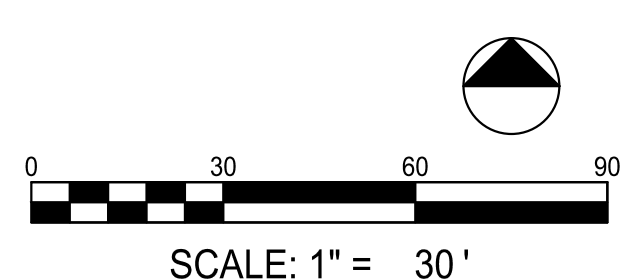
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SHEET TITLE

ES&PC PLAN PHASE 3

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

C2.30



© 11/2019 (192) - Ashford Park Elementary Turf Field Conversion - C2.30 ES&PC - SHEET 3 OF 3



STORM WATER SAMPLING

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 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 OR PLASTIC JARS SHOULD BE USED TO COLLECTING SAMPLES. THE JARS SHOULD BE CLEANSSED 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.

REPORTING

- 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 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.

GENERAL

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.

SOIL CONDITIONS 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.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIPMENT 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:

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes rows for Agricultural Limestone Fertilizer, Mulch, Straw or Hay, Fescue, Rye Grass, and Hay Mulch for Temp. Cover.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Hull Common Bermuda Grass.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes rows for Fescue and Rye Grass.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Hay Mulch for Temp. Cover.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Top Dressing Fertilizer.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Second-Year Fertilizer.

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:

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes rows for Agricultural Limestone #75 Fertilizer, Mulch, and Wood Cellulose Fiber Mulch.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes rows for Sericea Lespedeza, Scarified Weeping Grass, and Common Bermuda, Hulled.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes rows for Fescue and Sericea Lespedeza, Unscarified.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes rows for Fescue and Sericea Lespedeza, Unscarified, and Rye.

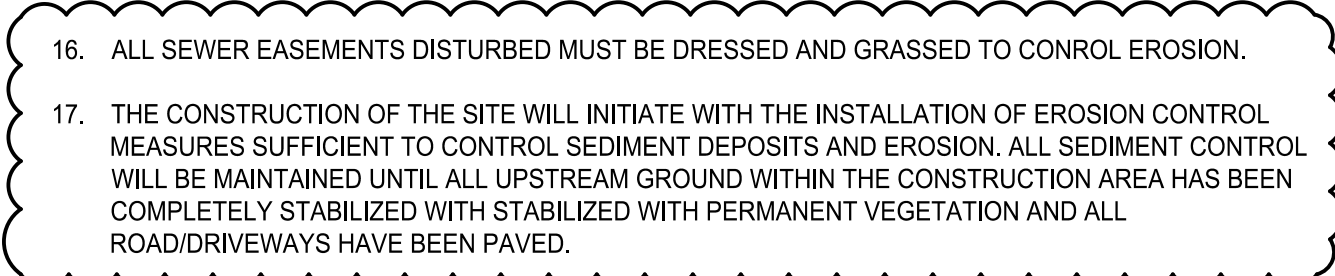
Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Hay Mulch for Temporary Cover.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Top Dressing Fertilizer.

Table with 3 columns: Seeding Species, Application Rate/Acre, Planting Dates. Includes row for Second-Year Fertilizer.

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 SOURCE.
7. 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.
8. AFTER CONSTRUCTION, EROSION AND SEDIMENTATION WILL BE MANAGED BY STABILIZED LOT CONSISTING OF PAVED DRIVES, GRASSING, LANDSCAPING, AND COMMUNITY CENTER SITE.
9. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
A. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL
B. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND
C. FREQUENT WATERING OF EXCAVATION AND FILL AREAS
D. 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 INSPECTOR.
15. INSPECTIONS BY QUALIFIED PERSONNEL PROVIDED BY THE PRIMARY PERMITTEE AND THE ASSOCIATED RECORDS SHALL BE KEPT ON SITE IN COMPLIANCE WITH GAR 100001.
16. ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.
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.



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. \_\_\_\_\_

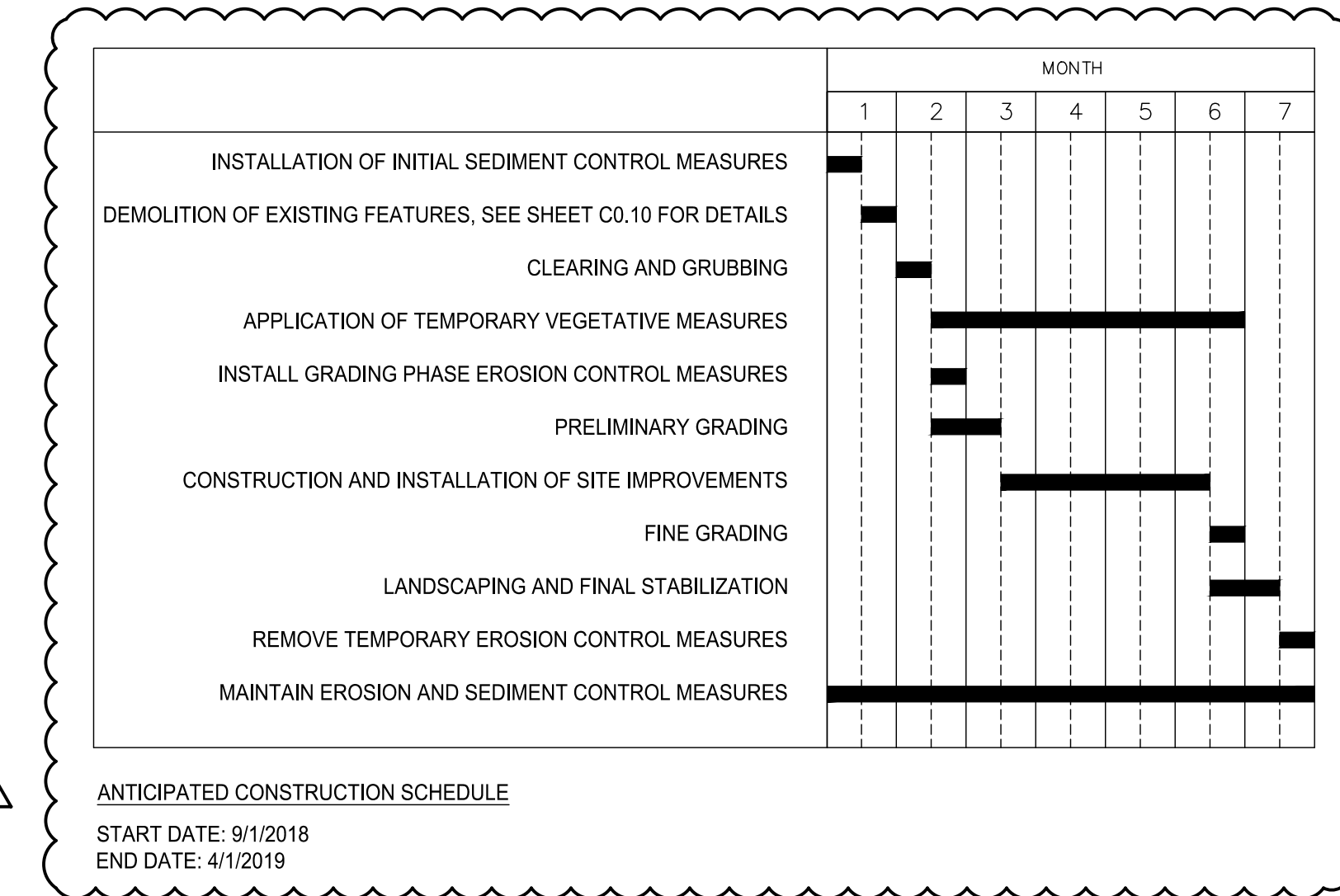
THESE DISCREPANCIES MUST BE ADDRESS IMMEDIATELY AND A REINSPECTION SCHEDULED. WORK SHALL NOT PROCEED ON SITE UNTIL THE DESIGN PROFESSIONAL CERTIFICATION IS OBTAINED.

APPENDIX B

Nephelometric Turbidity Unit (NTU) TABLES

Table for Cold Water (Trout Stream) showing Surface Water Drainage Area (square miles) vs Site Size (acres). Columns range from 0-4.99 to 500+ square miles. Rows range from 1.00-10 to 100.01+ acres.

Table for Warm Water (Supporting Warm Water Fisheries) showing Surface Water Drainage Area (square miles) vs Site Size (acres). Columns range from 0-4.99 to 500+ square miles. Rows range from 1.00-10 to 100.01+ acres.



PRIMARY PERMITTEE/24 HR. CONTACT: BRIAN BORDEN, CITY OF BROOKHAVEN, 3360 OSBORNE RD, BROOKHAVEN, GA 30319, PHONE: (404) 637-0562



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TURF FIELD CONVERSION ASHFORD PARK ELEMENTARY SCHOOL, CITY OF BROOKHAVEN PARKS AND RECREATION DEPARTMENT, BROOKHAVEN, GEORGIA

Table with 3 columns: NO., DATE, DESCRIPTION. Includes entry for 1 on 09/12/19 for PERMIT REVISIONS.

ISSUED FOR BID

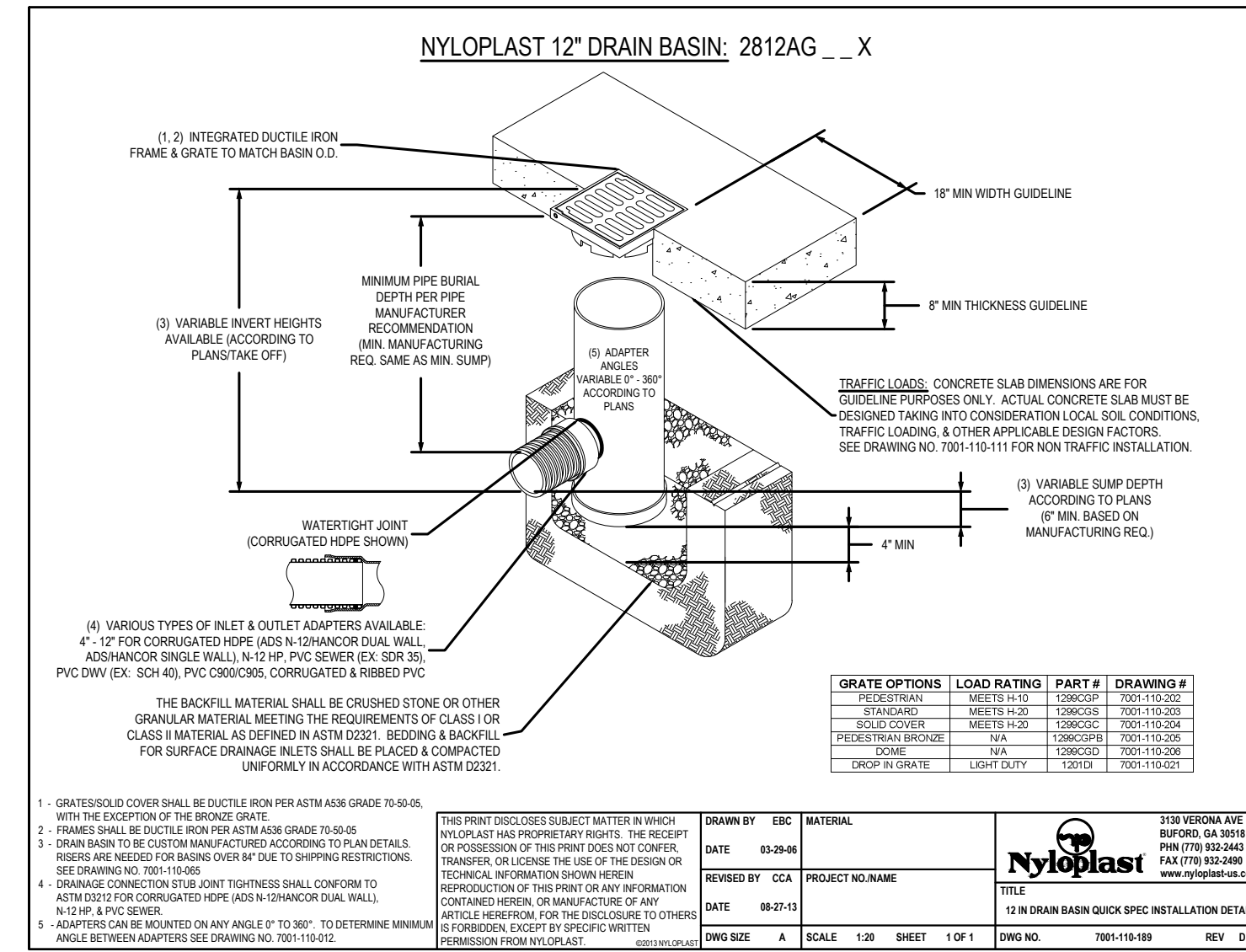
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ES&PC NOTES

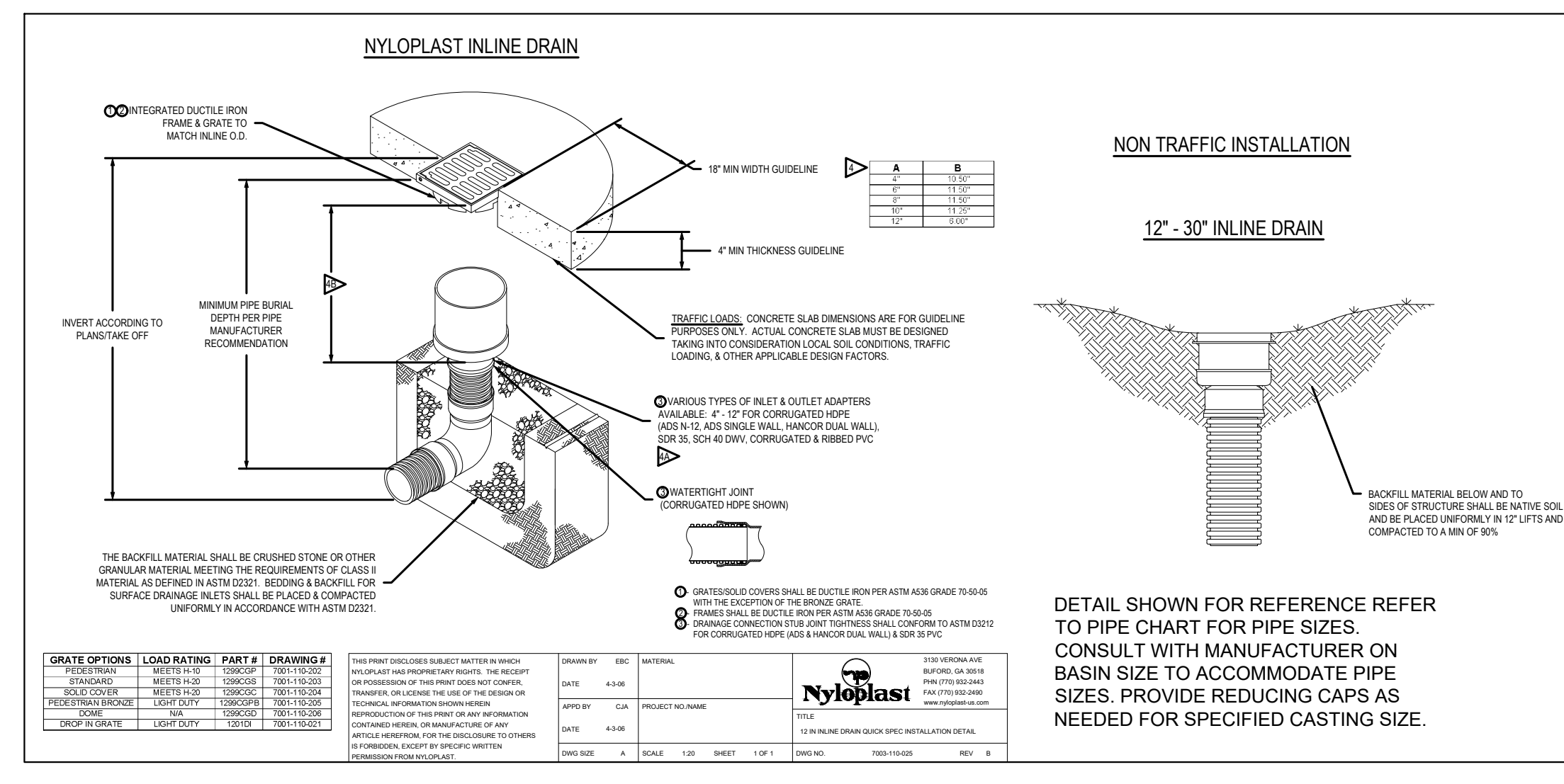
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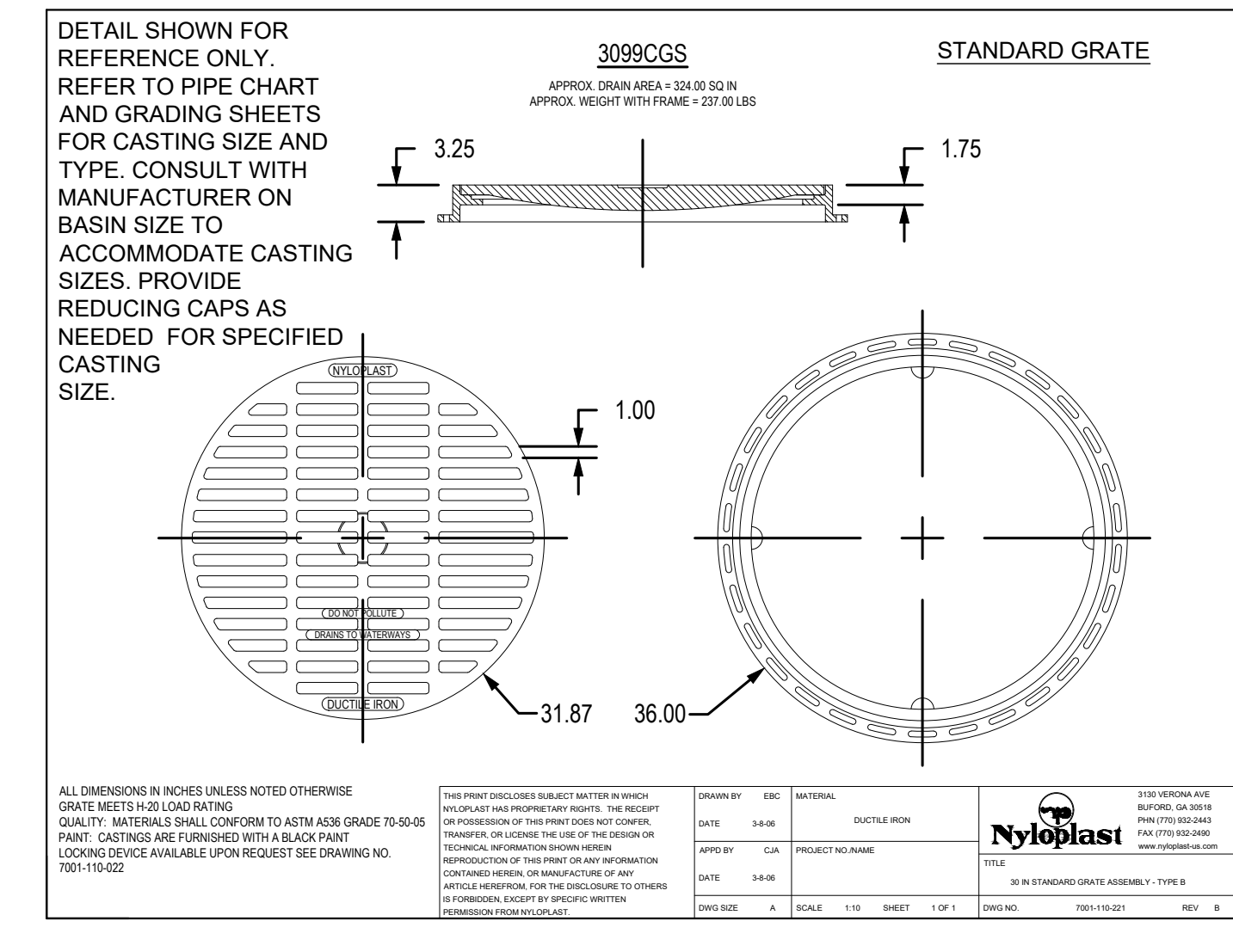




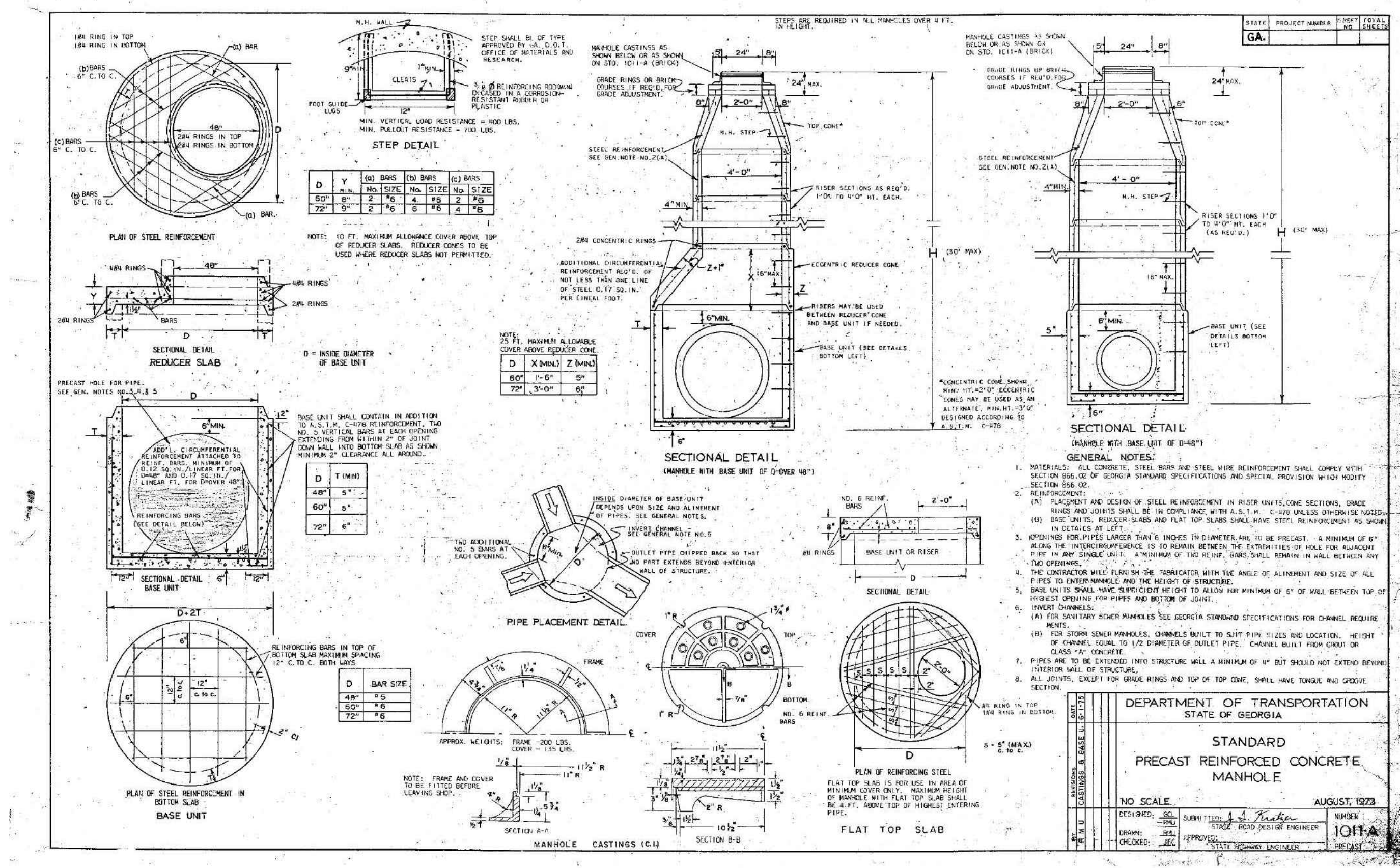
**1 DRAIN BASIN**  
SCALE: N.T.S.



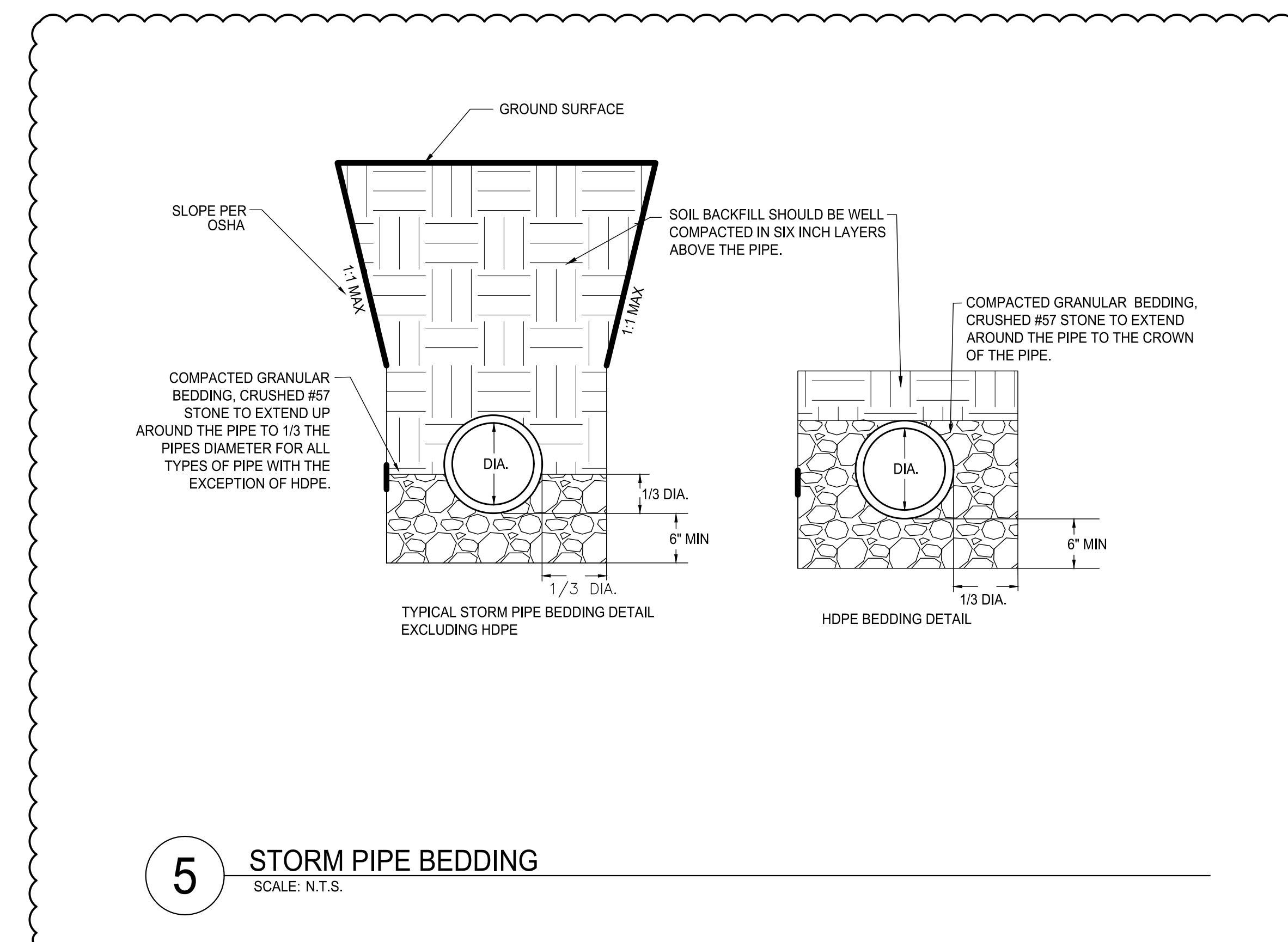
**2 INLINE DRAIN**  
SCALE: N.T.S.



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



**4 JUNCTION BOX**  
SCALE: N.T.S.



**5 STORM PIPE BEDDING**  
SCALE: N.T.S.



SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION
1	9/12/2018	PERMIT REVISIONS

ISSUED FOR BID

SHEET TITLE

**DRAINAGE AND ESCP**  
DETAILS

PROJECT NO. 18081-1	DATE 08/13/2018
DRAWN BY LC	SCALE N/A
CHECKED BY MB	
SHEET NO.	

