



Invitation to Bid, No. 19-406, Briarwood Multiuse Path Project

October 29, 2019

A Mandatory Pre-Bid Conference will be held **Wednesday, November 6, 2019 at 2:00 p.m. at the intersection of Briarwood Road and Buford Highway at the Northeast Plaza parking lot.**

Questions regarding the ITB process should be directed in writing to the Purchasing Manager via email at purchasing@brookhavenga.gov. Only questions received prior to **4:00 p.m. on Wednesday, November 13, 2019** will be considered.

BID DUE DATE: Monday, December 2, 2019 at 2:30 p.m. EST. Submit bids to Brookhaven City Hall, 4362 Peachtree Road NE., Brookhaven, GA 30319.

Instructions to Bidders:

All spaces below are to be completed and the ITB Letter page must be signed where indicated.
Failure to sign and return the ITB Letter may cause rejection of the Bid.

Bidder Information:

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Contact Name: _____

Signature: _____

The Delivery shall include three (3) sealed bids (one (1) original, two (2) copies) and one (1) USB flash drive, along with one (1) copy of the bid schedule in a sealed envelope to the Purchasing Department, City of Brookhaven, 4362 Peachtree Road NE., Brookhaven, Georgia 30319. Delivery of bids shall be submitted via hand delivery or commercial carrier (i.e. U.S. Postal Service, UPS, FedEx, etc.) only. **FAILURE TO RETURN THE CONTRACT DOCUMENTS MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION**

CONTRACT FOR ITB 19-406, BRIARWOOD MULTIUSE PATH PROJECT

This **CONTRACT** made and entered into this ____ day of _____, 2019 by and between the City of Brookhaven, (Party of the First Part, hereinafter called the “City”), and - _____ 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. **TERMS:**

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 90 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

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: Specifications and Scope of Work (ITB 19-406 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Bond Documents: Payment Bond, Performance Bond and Maintenance Bond.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Bid Documents: References and Subcontractor Form.
- Exhibit J: Bid Schedule.
- Exhibit K: Construction Plans for Briarwood Road Multi-Path Project.

3. **PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, 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 materials, labor and expenses, shall be the amount reflected in Exhibit J.

5. INDEMINIFICATION AND HOLD HARMLESS:

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

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide 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 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, color, sex, national origin, age, or disability which does not preclude the applicate 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 providers for standard commercial supplies of raw materials.

10. 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, color, sex, national origin, age, or disability which does not preclude the applicate 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 providers for standard commercial supplies of raw materials.

11. 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.

12. 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.

13. 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.

14. 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.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included 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.

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

Signatures on following page.

Brookhaven, GEORGIA

By: _____

John Arthur Ernst, Jr.

Mayor City of Brookhaven, Georgia

ATTEST: _____

Susan Hiott

City Clerk

APPROVED AS TO FROM:

Chris Balch., City Attorney

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

EXHIBIT A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services 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 Delivery shall include three (3) sealed bids (one (1) original, two (2) copies) and one (1) USB flash drive to the Purchasing Department, City of Brookhaven, 4362 Peachtree Road NE., Brookhaven, Georgia 30319. Delivery of bids shall be submitted via hand delivery or commercial carrier (i.e. U.S. Postal Service, UPS, FedEx, etc.) only.**
- 2.2 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.3 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, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.4 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.
- 2.5 The Service Provider will comply with the City of Brookhaven's Financial Management and Purchasing Policies.
- 2.6 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 7:00 a.m. and 7:00 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 of 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.

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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 have 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.

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- 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 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 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.

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- 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 subcontracts 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, work 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 for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite 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 the Section.
- 10.2 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 paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City 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.

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- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. 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.
- 10.5 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, amount owed to Service Provider hereunder.
- 10.6 The Service Provider shall submit all invoices City of Brookhaven Public Works Department electronically to pwadmin@Brookhavenga.gov and copy to
City of Brookhaven, GA, Accounts Payable, 4362 Peachtree Road NE,
Brookhaven, GA 30319.
- 10.7 The Service Provider will agree to comply with the City of Brookhaven's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 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.
- 10.9 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 are 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 reasonable request in connection with any such challenge or contest by the City.

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- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, 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 employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.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 provision 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, to the extent allowed under Georgia law, 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 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

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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 interest, 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 name 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 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 foregoing indemnity, any claim for indemnity by the City for claims of third 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

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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 the 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, or 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

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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 member (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.

13.7.1.2 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 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

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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 110% of the claim value without any requirement that the Service Provider pays 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 be provided 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 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, and "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

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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. LIABILITY INSURANCE

- 14.1 The Contractor 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 Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion 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,

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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, relative, 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 performs 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 collection 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

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- 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 for 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 creditor, 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 an 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

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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 damage 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

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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 right 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 a 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 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, mail via U.S. Certified Mail. Or sent next-day delivery by 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

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

Service Provider

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 Law 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 Regulation 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, 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

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shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

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

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 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 subcontractor 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 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.

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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 representation 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, an 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

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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 thereof 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 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, attorney's 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 precaution 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.

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- 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 to 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 the 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 make 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

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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 formats, 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 or 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-state four (4) year record retention period, an 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 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 twelve (12%) 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 overbilled 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.

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- 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 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 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

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GENERAL CONDITIONS

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 contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

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

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Brookhaven Briarwood Road Multiuse Path Project, as per the construction drawings, standards, and specifications as prepared by City of Brookhaven Public Works.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

There is no City furnished equipment to be installed by the Contractor.

Briarwood Road Multiuse Path (Buford Hwy to Peachtree Creek Greenway):

A Multiuse Path is proposed as a replacement to the existing sidewalk on the west side of Briarwood Road. The Multiuse Path will begin at the intersection of Briarwood Road and Buford Highway and extend along Briarwood Road to the frontage of the Lifestyle Family Group property as depicted in the Site Plans.

Time and Liquidated Damages

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than 90 calendar days, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Substantial Completion

Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

Time is of the Essence

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

Project Scope

This is a lump sum not to exceed project consisting of the construction of approximately 1135 linear feet of 10-foot wide concrete Multi-use Path with handicap ramps, a 6' X 14' concrete pad for a bench and a 2' X 6' pad to be placed adjacent to the MARTA sign for handicap access. The multiuse path is to be 4" thick except within the limits of the driveway radii where it is to be 8" thick. Work will also include the installation of approximately 340 linear feet of 18" RCP and 2 single-wing catch basins. The RCP is to tie into an existing catch basin in the approximate location where the existing pipe is to be removed.

Pay items will include but not be limited to:

1. 1120 square yards of 4" thick multiuse path and concrete pads;
2. 116 square yards of 8" thick multiuse path;
3. 48 square yards of 6" thick driveway;
4. 52 square yards of asphalt driveway apron repair;
5. 27 lf of 24" curb and gutter;
6. 340 LF of 18" RCP;
7. Two (2) single-wing catch basins along Briarwood Road; and
8. approximately 500 square yards of sod to be installed as directed by the Engineer.

Project Scope shall also include the following:

1. Contractor to provide a written schedule **seven days** prior to commencement of work. Schedule is to be monitored on a regular basis and updated copies, if required, are to be provided to the City monthly.
2. A formal Traffic Control Plan is to be submitted to the City's Traffic Engineer **two weeks** prior to commencement of work for review and approval. An encroachment permit is to be applied for through the City's online permitting process. Briarwood Road from Northeast Expressway to Buford Highway is a heavily traveled road in the City and the contractor is expected to maintain two-way traffic at all times.
3. Grading Complete to Include:

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

- a. Demolition of approximately 6193 sq. ft. of existing sidewalk and concrete flume;
- b. Demolition of approximately 100' of curb and gutter within limits of proposed multiuse path and storm improvement;
- c. Removal of 450 sq. ft of existing concrete driveway;
- d. Removal of 390 sq. ft. of asphalt driveway for the removal of the existing storm system and the installation of the new storm line;
- e. Removal of 60' of existing 18" pipe and flared end section under the existing driveway;
- f. Removal of all trees within limits of construction including removal of stumps; and
- g. Site grading to allow a minimum of 4' of level ground behind proposed multiuse path. Site to be graded in a manner to allow water to sheet flow across path towards street.

The required trenching for the excavation of the existing 18" storm pipe as well as the trenching and backfill for the proposed storm system is to be included in the bid item for each. The asphalt driveway is to be saw cut and resurfaced as per the details provided in the plans. An 8" thick concrete cap is required under the new asphalt for the complete limits of excavation within the driveway and is to be included within the bid item for the driveway replacement. Thickness of asphalt driveway is to be as specified for a commercial driveway in the plan details. Any removal or replacement of concrete curb and gutter for the installation of the two catch basins are to be included in the bid item for the catch basins. Any required work related to tying the proposed storm system into the existing storm structure is to be included in the bid item. Traffic striping is to be removed and replaced. Removal to be included in bid item for Striping. Please refer to the bid schedule for specific quantities.

4. The per-unit pay item for the multiuse path shall include the installation of handicap ramps and site preparation. Site preparation for multiuse path to include excavation and removal or import of material within construction site, unless otherwise noted, and the compaction.
5. The Contractor is responsible for calling for utility locations prior to the start of the project. It shall be the Contractor's responsibility to coordinate his work with any utility owner whom may be in conflict with his work. No claims will be considered for extra compensation.
6. Traffic control shall be performed in accordance with City & MUTCD standards including the removal and reset of traffic signage.
7. Installation & maintenance of erosion control devices to include daily covering of any disturbed areas with straw mulch as well as permanent grassing up to ¼ acre, in addition to sod placement.
8. The Contractor shall irrigate newly installed landscaping a minimum of six times, as directed by Engineer. Contractor shall be responsible for obtaining required water.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

9. All testing of materials shall be in accordance with GDOT specifications.
10. Disturbed areas shall receive permanent stabilization if not sodded or stabilized as directed by the Engineer. If grassing activities are not in season, then rye grass or grassing as directed by the Engineer will be utilized. Once grassing is in season, the area will be prepared and reseeded or sodded with permanent grassing by the Contractor.
11. It shall be the responsibility of the Contractor to coordinate with the individual property owners for the relocation of any landscaping or the location and scheduling of the removal of any underground facilities on the property. Any irrigation systems, invisible dog fences, yard lights or other underground facilities damaged during the project activities shall be repaired and the contractor shall coordinate with the facility owner. Irrigation valves shall not be allowed within the limits of the sidewalk. The City will not be responsible for the location of underground utilities nor shall they reimburse for the damages incurred.
12. Contractor shall coordinate with Dekalb County Watershed on the relocation of the water meters. Any cost associated with the relocation shall be included within the overall bid costs. Water meters are not to be located within the limits of the sidewalk.

The City of Brookhaven does not warrant or guarantee the accuracy of the quantities depicted within this bid. Contractor is responsible for the verification of all quantities prior to submittal of their bid.

General Notes:

1. The approved plans, specifications, general notes contained within the agreement and all other permitting documents are to be onsite at all times when there is construction activity. Field adjustments are to be documented on the approved Site Plans along with the date the adjustment was made.
2. 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 the unit cost for the bid items. No claims will be considered for extra compensation.
3. 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. No additional unit costs shall be allowed for clearing, grubbing and/or grading activities unless otherwise specified.
4. Contractor shall coordinate with property owners to ensure they have adequate access to all properties at all times.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

5. 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.
6. Upon the completion of each project, 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 the project bid items. No claims will be considered for extra compensation.
7. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia, Public Works Designee".
8. Working hours are expected to be Monday through Friday, 7:00 A.M. to 7:00 P.M. except where otherwise noted. Lane closures are limited to the hours of 9:00 A.M to 4:00 P.M. No work is permitted on city-observed holidays.
9. Contractor shall have all vehicles marked with their company name.
10. The Contractor will participate in one overall contract pre-construction meeting at the project site shortly after award of the contract and other meetings as required. The City may at its discretion require meetings between the Contractor superintendent and the Engineer to be held once a week with two-week schedule look-a-heads or additional meetings to ensure project execution.
11. Any quantities of any of the pay items in the bid schedule of the contract that exceed the plan quantities will be installed on an as-needed basis, as directed by the engineer.
12. The Contractor will provide video and pictures of the project area before the project begins and after the project is complete. The video and pictures will be provided to the City once it is complete in an acceptable format.
13. The City of Brookhaven will not provide restroom facilities. Contractor is to provide adequate facilities to the site.
14. The Contract shall perform project housekeeping/clean-up daily. A 24-hour contact must be provided to the City of Brookhaven Call Center for all issues as needed regarding the project for any safety, signage, erosion control, or other emergencies as needed.
15. This is a Linear project with limited area for storage of materials. Contractor is responsible for the coordination of stockpiled materials with any affected property owner. No storage will be allowed on Briarwood Road, in areas that could impact the traffic flow or in areas that could reduce or impede site visibility.
16. The Contractor's performance will be measured based on the following:
 - Compliance with the Scope of Work
 - Meeting the agreed-upon schedule dates

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

- Submission of all deliverables as specified

*******END GENERAL NOTES*******

EXHIBIT C

INFORMATION REQUESTED TO ASSIST IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Brookhaven for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Brookhaven for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

EXHIBIT D
BOND DOCUMENTS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at

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

(Name of Surety)

(Address of Surety)

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

City of Brookhaven Georgia

(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, Georgia 30319

(Address of Obligee)

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

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

Briarwood Multiuse Path Project

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

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

EXHIBIT D
BOND DOCUMENTS

America, not as a penalty, but as liquidated damages.

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

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

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

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

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(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, Georgia 30319

(Address of Obligee)

Hereinafter referred to as Obligee; 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 Obligee, dated _____ for _____.

EXHIBIT D
BOND DOCUMENTS

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 service, 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 effect 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 actin shall be commenced hereunder by any person furnishing labor, materials, 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 provision 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 therefore.

EXHIBIT D
BOND DOCUMENTS

Signed, sealed, and dated this _____ day of _____, 2019

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT D
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(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 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: _____.

EXHIBIT D
BOND DOCUMENTS

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 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 _____, 2019

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

(Surety)

EXHIBIT D
BOND DOCUMENTS

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS
MAINTENANCE BOND
CITY OF BROOKHAVEN, GEORGIA

PROJECT NO: _____

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 _____, 2019

Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

End of Exhibit D.



**EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: _____

Address: _____

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 which is 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 established in O.C.G.A. § 13-10-91.

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™ Company Identification Number

Date of Authorization

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

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 201_

Notary Public

[NOTARY SEAL]

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. 99-603.



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit E.



EXHIBIT F

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 the 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 the 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

End of Exhibit F.



EXHIBIT G
PURCHASING POLICY ADDENDUM

I, _____, hereby 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

End of Exhibit G.

EXHIBIT H
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 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:

EXHIBIT I
REFERENCES

Please provide as references, the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

**ITB 19-406, BRIARWOOD MULTIUSE PATH PROJECT
SUBCONTRACTORS**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

4. Company Name: _____

Address: _____

Contact: _____ Phone: _____

5. Company Name: _____

Address: _____

Contact: _____ Phone: _____

End of Exhibit I.

EXHIBIT I
BID SCHEDULE
ITB 19-406, BRIARWOOD MULTIUSE PATH PROJECT

Description	Units	Estimated Quantity	Unit Price	Total Price
ROADWAY / MULTIUSE PATH				
TRAFFIC CONTROL	LS	1		
GRADING COMPLETE (SEE SCOPE FOR DETAILS)	LS	1		
DRIVEWAY CONCRETE, 6 IN TK	SY	48		
10' CONC MULTIUSE PATH, 4 IN	SY	1120		
10' CONC MULTIUSE PATH, 8 IN	SY	116		
REPAIR ASPHALTIC DRIVEWAY	SY	52		
REPLACE 24" CURB AND GUTTER	LF	27		
STORM DRAINAGE				
18" RCP	LF	340		
4' DIA CATCH BASIN	EACH	2		
4' STRUCTURE, DEPTH OVER 5'	VF	2		
TIE TO EXISTING STRUCTURE	EACH	1		
PERMANENT EROSION CONTROL				
SOD	SY	500		
TEMPORARY EROSION CONTROL				
MULCH	TN			
CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2		
MAINTENANCE OF INLET SEDIMENT TRAP	EA	2		
TEMPORARY SILT FENCE, TP A	LF	1150		
MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1150		
SIGNING AND MARKING				
REMOVE AND RESET SIGN	EA	5		
THERMOPLASTIC SOLID TRAF STRIPING, 8 IN, WHITE	LF	451		
THERMOPLASTIC SOLID TRAF STRIPING, 24 IN, WHITE	LF	42		

TOTAL

EXHIBIT I
BID SCHEDULE
ITB 19-406, BRIARWOOD MULTIUSE PATH PROJECT

Total Bid Excludes City Controlled Contingency

Total Base Bid Amount: _____

Total Base Bid Amount in Words: _____

Contractor: _____

Signature: _____

Print: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Exhibit K

Construction Plans for Briarwood Road Multi-Path Project

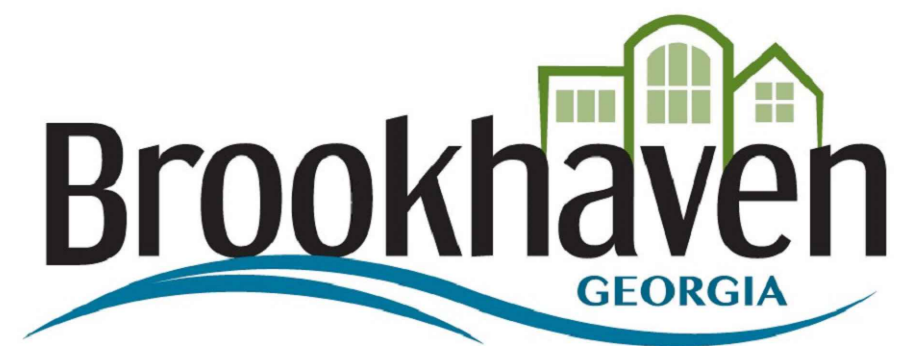
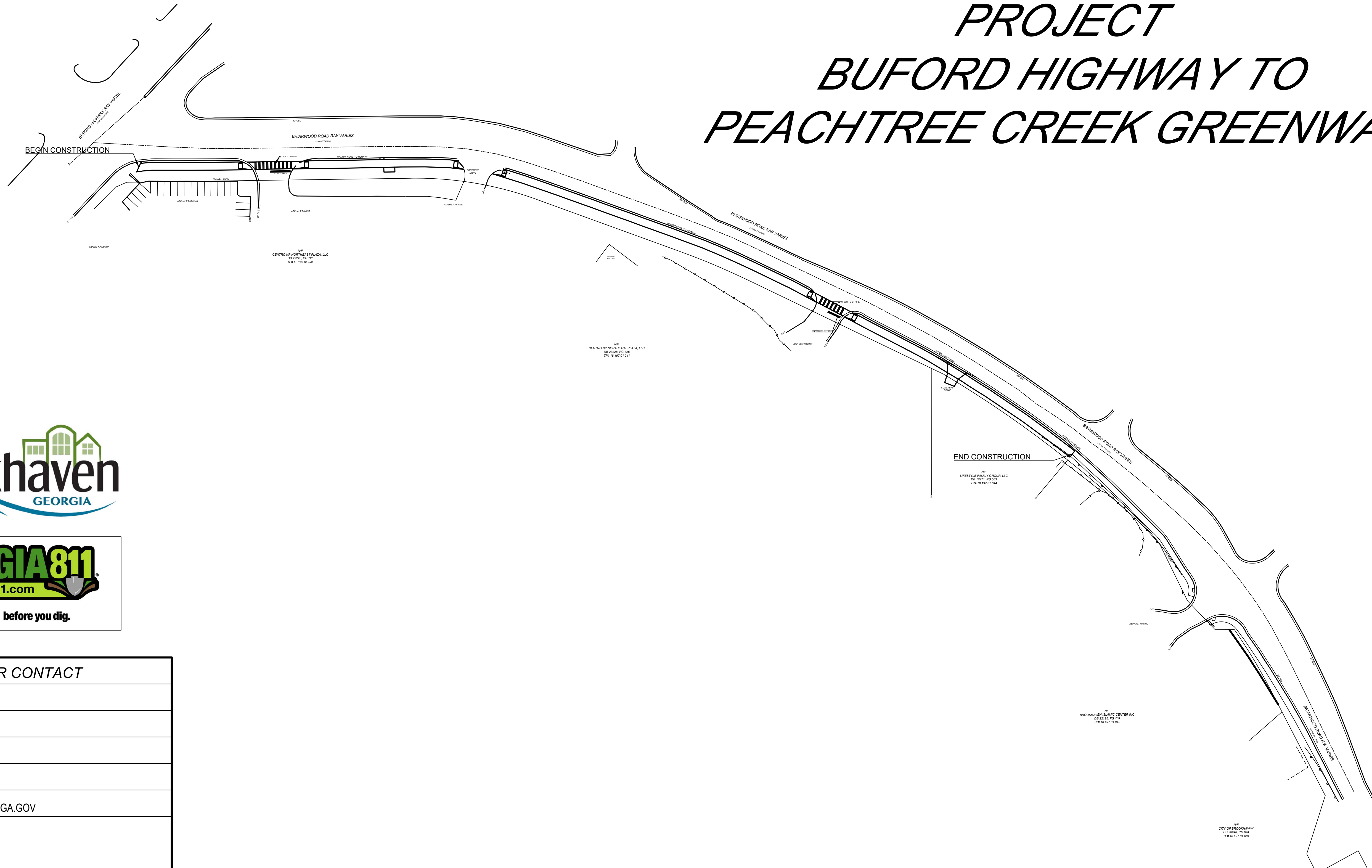


LOCATION MAP

PROJECT LOCATION



*CITY OF BROOKHAVEN
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS
FOR
BRIARWOOD RD. MULTI-USE PATH
PROJECT
BUFORD HIGHWAY TO
PEACHTREE CREEK GREENWAY*



Contact 811 before you dig.

24 HOUR CONTACT

DON SHERRILL, PE, PLS
NAME
4362 PEACHTREE ROAD
STREET ADDRESS
BROOKHAVEN, GA 30319
CITY, STATE ZIP
404-991-4763
PHONE NUMBER
DON.SHERRILL@BROOKHAVENGA.GOV
EMAIL ADDRESS

CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

Project No.	No.	Revision	Date
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CONSTRUCTION PLANS
FOR
BRIARWOOD ROAD MULTIUSE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

SHEET NO.
1
10

GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD AND SUPPLEMENTAL SPECIFICATIONS, CURRENT EDITION AND/OR CITY OF BROOKHAVEN SPECIFICATIONS AND DETAILS.
- A NOTICE OF INTENT IS NOT REQUIRED ON THIS PROJECT. THIS PROJECT HAS A TOTAL AREA OF 0.12 ACRES AND THE EXPECTED DISTURBED AREA IS 0.12 ACRES. THE TOTAL AREA IS THE AREA OF RIGHT-OF-WAY AND EASEMENTS, AND THE DISTURBED AREA IS THE CLEARING AND GRUBBING AREA.
- ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON THE PLANS AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY UNDER THIS REQUIREMENT. 'EXISTING UTILITY FACILITIES' MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED, OR NEWLY INSTALLED POSITION. ALL UTILITY FACILITIES, WHICH ARE IN CONFLICT WITH CONSTRUCTION AND ARE NOT COVERED AS SPECIFIC ITEMS IN THE DETAILED ESTIMATE, ARE TO BE REMOVED OR RELOCATED TO CLEAR CONSTRUCTION IN ADVANCE OF THIS WORK.
- UTILITY WORK COORDINATION WILL BE REQUIRED AS PART OF THIS CONTRACT. THE CONTRACTOR WILL BE REQUIRED TO USE THE ON-CALL CENTER TELEPHONE NUMBER, 811 OR 1-800-282-7411, FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES. THE CONTRACTOR'S ATTENTION IS CALLED TO SUB-SECTION 105.06 OF THE GADOT STANDARDS SPECIFICATIONS 'COOPERATION WITH UTILITIES.'
- THE FOLLOWING UTILITIES MAY HAVE FACILITIES IN THE PROJECT AREA:
 - ATLANTA GAS LIGHT CO.
 - GEORGIA POWER
 - ATT
 - GOOGLE FIBER
 - COMCAST COMMUNICATIONS
 - ZAYO FIBER
 - DEKALB COUNTY WATER & SEWER
- THE CONTRACTOR SHALL STRICTLY ADHERE TO DUST CONTROL REGULATIONS. ALL AREAS SUBJECT TO DUST FORMATION MUST BE PERIODICALLY WATERED. ALL COSTS FOR DUST CONTROL SHALL BE INCLUDED IN PRICE BID FOR ENTIRE PROJECT-LUMP SUM.
- THE TOTAL AREA SHOWN ON THE PLANS FOR GRASSING IS FOR INFORMATION ONLY. THE CITY OF BROOKHAVEN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY. THE CONTRACTOR SHALL BID ON GRASSING COMPLETE LUMP SUM AND IT SHALL BE HIS RESPONSIBILITY TO DETERMINE THE ACTUAL AREA TO BE GRASSED. NO CLAIMS WILL BE CONSIDERED FOR COMPENSATION IF THE CONTRACTOR RELIES ON THE AREA SHOWN ON THE PLANS.
- INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GADOT STANDARD SPECIFICATIONS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL.
- HORIZONTAL CONTROL IS BASED UPON GEORGIA STATE PLANE COORDINATE SYSTEM. SEE PLANS FOR LOCATIONS AND DESCRIPTIONS OF MONUMENTS USED.
- WHERE WET SUBGRADE IS ENCOUNTERED AND WHERE IDENTIFIED BY THE ENGINEER, UNDER DRAIN PIPE WITH DRAINAGE AGGREGATE SHALL BE PLACED AS DIRECTED BY THE ENGINEER TO AID IN DEWATERING THE SUBGRADE.
- AGGREGATE SURFACE COURSE FOR TEMPORARY DRIVEWAYS, INCLUDING MATERIAL, HAUL AND PLACEMENT SHALL BE USED AT THE ENGINEER'S DIRECTION TO FACILITATE THE MOVEMENT OF LOCAL TRAFFIC THROUGH THE CONSTRUCTION AREA DURING INCLEMENT WEATHER. WHEN USED FOR THIS PURPOSE, SECTION 318 OF THE GADOT STANDARDS SPECIFICATIONS IS MODIFIED TO PERMIT TRUCK DUMPING ON UNPREPARED WET, MUDDY SUBGRADE. SECTION 318 IS FURTHER MODIFIED TO PERMIT THE USE OF CRUSHER STONE AS DESCRIBED IN SECTION 318.02. THE CONTRACTOR WILL HAVE THE USE OF THE FOLLOWING MATERIALS:
 - GRADED AGGREGATE, ARTICLE 815.2.01
 - COURSE AGGREGATE, SIZE 467, ARTICLE 800.2.01
 - STABILIZED AGGREGATE, TYPE 1 OR 11, SECTION 803.2.61 OR 803.2.02
 - CRUSHED STONE, ARTICLE 806.2.01
- ALL DRIVEWAYS WHERE ACCESS IS ALLOWED SHALL BE PLACED AS DIRECTED BY THE ENGINEER IN ACCORDANCE WITH RULES AND REGULATIONS FOR CONTROL AND PROTECTION OF RIGHTS-OF-WAY. ALL DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE REPLACED IN KIND, I.E., ASPHALT FOR ASPHALT, CONCRETE FOR CONCRETE, AND CONCRETE FOR EARTH. THE DRIVEWAY LOCATION INDICATED ON THE PLANS IS TO MATCH THE ACTUAL FIELD LOCATION OF EXISTING DRIVEWAYS WHERE THEY ARE NOT IN CONFLICT WITH THE RULES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN THE APPROVAL OF THE ENGINEER PRIOR TO MAKING ANY REVISIONS SUCH AS LOCATION, WIDTH, AND/OR NUMBER OF DRIVES TO BE CONSTRUCTED. ASPHALTIC AND UNPAVED DRIVES SHALL BE PAVED TO THEIR CONSTRUCTION LIMITS. WHERE REQUIRED, THE DRIVES SHALL BE PAVED AS FOLLOWS:
 - RESIDENTIAL CONCRETE DRIVES:
 - 6" DRIVEWAY CONCRETE
 - 6" CONCRETE VALLEY GUTTER
 - RESIDENTIAL ASPHALT DRIVES:
 - 1-1/2" ASPH. CONC. 12.5 MM SUPERPAVE, 165 LB/SY
 - 6" GRADED AGGREGATE BASE
 - COMMERCIAL CONCRETE DRIVES:
 - 8" DRIVEWAY CONCRETE
 - 8" CONCRETE VALLEY GUTTER
 - COMMERCIAL ASPHALT DRIVES:
 - 1-1/2" ASPH. CONC. 12.5 MM SUPERPAVE, 165 LB/SY
 - 2" ASPH. CONC. 18 MM SUPERPAVE, 220 LB/SY
 - 6" GRADED AGGREGATE BASE
- THE CONTRACTOR SHALL OBSERVE ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS REGARDING PIPE INSTALLATION IN TRENCHES. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THE REQUIREMENT.
- ALL EXISTING PIPE SHALL REMAIN UNLESS OTHERWISE NOTED ON PLANS OR AS DIRECTED BY THE ENGINEER. COST FOR REMOVAL SHALL BE INCLUDED IN THE PRICE BID FOR GRADING COMPLETE-LUMP SUM.
- AT LOCATIONS WHERE NEW PAVEMENT IS TO BE REPLACED ADJACENT TO EXISTING PAVEMENT WITHOUT AN OVERLAY OR WHERE CURBING IS TO BE PLACED ACROSS A PAVED AREA, A JOINT SHALL BE SAWed ON A LINE ESTABLISHED BY THE ENGINEER TO ENSURE PAVEMENT REMOVAL TO A NEAT LINE. THE COST FOR SAWed JOINTS, WHEN REQUIRED, SHALL BE INCLUDED IN PRICE BID FOR OTHER CONTRACT ITEMS, EXCEPT WHEN SAwING P.C.C. CONCRETE PAVEMENT.
- ALL AREAS WHERE THERE ARE EXISTING CATCH BASINS OR DRAINAGE INLETS WHERE THE SIDEWALK IS TO BE CONSTRUCTED, THE SIDEWALK SLOPE SHALL BE ADJUSTED TO TIE IN SMOOTHLY WITH THE EXISTING DRAINAGE STRUCTURES.
- WHERE EXISTING PAVEMENT MARKINGS AND LINES ARE IN CONFLICT WITH THE TRAFFIC PATTERN BEING USED ON CONSTRUCTION, THE CONTRACTOR SHALL REMOVE OR OVERLAY LINES TO THE SATISFACTION OF THE ENGINEER SUCH THAT THE LINES DO NOT CONFUSE THE TRAVELING PUBLIC. ALL REMAINING LINES OR MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, OR AS DIRECTED BY THE ENGINEER. TRAFFIC SHALL NOT BE ALLOWED ON ANY PAVEMENT NOT PROPERLY STRIPED. WHEN NECESSARY, EXISTING STRIPING SHALL BE REMOVED BY GRINDING, UNLESS SPECIFIED BY THE BROOKHAVEN TRAFFIC ENGINEER.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO ARTICLES 104.05 AND 107.07 OF THE GADOT STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS IN REGARD TO MAINTENANCE OF TRAFFIC DURING CONSTRUCTION.
- PRICE BID FOR TRAFFIC CONTROL - LUMP SUM SHALL INCLUDE, BUT IS NOT LIMITED TO CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY SIGNAGE AND PAVEMENT MARKINGS, BARRICADES, CHANNELIZING DEVICES, ETC. REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION AND/OR AS DIRECTED BY THE ENGINEER. TEMPORARY TRAFFIC CONTROL AND WARNING DEVICES SHALL BE PLACED PRIOR TO THE COMMENCEMENT OF ANY ROAD IMPROVEMENT WORK ON CITY ROADS AND SHALL REMAIN IN PLACE UNTIL THE CONCLUSION OF ALL SIGNAGE AND STRIPING WORK. ALL FINAL SIGNAGE MUST BE INSTALLED CONCURRENTLY WITH THE PERFORMANCE OF THE STRIPING WORK.
- ALL ADA WHEELCHAIR RAMPS WITHIN THE RADII SHALL BE 8 INCH CONCRETE.
- A NOTICE OF INTENT (NOI) IS NOT REQUIRED FOR THIS PROJECT. THE DISTURBED AREA IS 0.26 ACRE

- MAXIMUM SLOPE FOR CUT OR FILL IS 2H: 1V EXCEPT EARTHEN DAM EMBANKMENTS SHALL BE 3H: 1V.
- ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY THE ENGINEER IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION. IF THE SEASON DOES NOT PERMIT GRASSING, TEMPORARY MULCH SHALL BE USED AS DIRECTED BY THE ENGINEER. REFER TO SECTION 161 OF THE STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. THIS MAY INCLUDE, BUT NOT LIMITED TO, REPLACEMENT OR RECONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR REGRADING AS REQUIRED BY THE ENGINEER, EXCEPT FOR THOSE DRAINAGE ITEMS SHOWN AT SPECIFIC LOCATIONS IN THE PLANS AND HAVE SPECIFIC PAY ITEMS IN THE DETAILED ESTIMATE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COSTS INCURRED TO COMPLY WITH THIS REQUIREMENT.
- EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION OR AS DIRECTED BY THE ENGINEER.
- ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. EROSION CONTROL CHECK DAMS OR FILTER RINGS SHALL BE PLACED IMMEDIATELY AFTER DRAINAGE STRUCTURES ARE IN PLACE. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY THE ENGINEER. SEE THE GADOT STANDARD SPECIFICATIONS REGARDING EROSION CONTROL AND THE MANUAL FOR EROSION AND SEDIMENT CONTROL BY G.S.W.C.C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING WETLAND AREAS FREE FROM SILTATION. THE CONTRACTOR SHALL OBTAIN AND ABIDE BY ALL CORPUS OF ENGINEERS RULES AND REGULATIONS CONCERNING CONSTRUCTION ADJACENT TO WATER AREAS AND MAINTAIN WATER QUALITY.
- ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH TREE PROTECTIVE FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- CONSTRUCTION LAYOUT WILL BE REQUIRED BY THE CONTRACTOR. ALL COST FOR THIS ITEM WILL BE INCLUDED IN THE PRICE BID FOR OTHER CONTRACT ITEMS.
- TYPE OF GRASS OR SOD USED ON THIS PROJECT WILL BE REQUIRED TO MATCH ANY TYPE OF GRASS OR SOD WHICH MAY BE PLANTED AND GROWING ON THE ADJACENT LAWN, I.E. BERMUDA SOD FOR BERMUDA SOD, ZOYSIA FOR ZOYSIA, ETC. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR PRE-MARKING ALL SIGNAGE, STRIPING, AND HANDICAP RAMPS. AFTER PRE-MARKING IS COMPLETE AND 72 HOURS IN ADVANCE OF INSTALLATION THE CONTRACTOR SHALL NOTIFY THE CITY OF BROOKHAVEN DEPARTMENT OF PUBLIC WORKS FOR APPROVAL. THIS SHALL BE COORDINATED WITH THE PROJECT ENGINEER.
- NO LANE CLOSURES ARE ALLOWED BETWEEN 6-9 AM AND 4-7 PM WITHOUT PRIOR APPROVAL BY THE CITY OF BROOKHAVEN.
- ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD), LATEST EDITION, AND ANY APPLICABLE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL DEBRIS AND WASTE FROM THE PROJECT WILL BE DISPOSED OF PROPERLY BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS WHICH OCCURS AS A RESULT OF ANY WORK ASSOCIATED WITH THIS PROJECT.
- ANY PAY ITEM QUANTITIES IN THE CONTRACT THAT ARE GREATER THAN THE QUANTITIES NECESSARY TO CONSTRUCT THE PROJECT SHALL BE UTILIZED AS DIRECTED BY ENGINEER.
- CONTRACTOR TO ENSURE ALL STREET SIGNS THAT ARE TO BE REMOVED AND REPLACED ARE STORED SAFELY AND SECURELY AND REPLACED IN GOOD CONDITION.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY, CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF BROOKHAVEN'S TRAFFIC ENGINEER FOR REVIEW AND APPROVAL. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BROOKHAVEN FOR LANE CLOSURES OR WORK WITHIN THE CITY'S RIGHT-OF-WAY.

SIDEWALK CONSTRUCTION NOTES

- USE 3/8" X 10' EXPANSION JOINTS AT CHANGE OF DIRECTIONS, CURBS, RIGID STRUCTURES AND RIGID PAVEMENT. ON STRAIGHT RUNS PROVIDE EXPANSION JOINTS EVERY 25 FEET.
- TOOL ALL EXPOSED EDGES AND JOINTS TO 1/4" RADIUS
- BROOM FINISH PERPENDICULAR TO TRAVEL
- PROVIDE 3/4" DEEP SAW CUT CONTRACTION JOINTS EVERY 5' -0".
- MULTIUSE PATH TO BE 4" THICK EXCEPT WITHIN LIMITS OF RADIUS OF DRIVES WHERE IT IS TO BE 8".

SURVEY INFORMATION BASED ON A TOPOGRAPHIC SURVEY FOR THE CITY OF BROOKHAVEN, BRIARWOOD ROAD PREPARED BY EARTHPRO LAND SURVEYING COMPANY DATED AUGUST 12, 2019.

CITY OF BROOKHAVEN GENERAL TRANSPORTATION NOTES:

- ALL TRAFFIC CONTROL AND WARNING DEVICES MUST BE SHOWN AND PLACED PER MUTCD. THE CONTRACTOR IS TO SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY TRAFFIC ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- TEMPORARY TRAFFIC CONTROL AND WARNING DEVICES SHALL BE PLACED PRIOR TO COMMENCEMENT OF ANY ROAD IMPROVEMENT WORK ON CITY ROADS AND SHALL REMAIN IN PLACE UNTIL THE CONCLUSION OF ALL SIGNING AND STRIPING WORK.
- ALL SIGNS SHALL CONFORM TO MUTCD STANDARDS AND BROOKHAVEN COLOR, SIZE, REFLECTIVITY, HEIGHT, AND PLACEMENT.
- STRIPING (WHITE AND YELLOW) AND ARROW MARKING SHALL BE APPLIED USING GDOT STANDARDS FOR THERMOPLASTIC STRIPING.
- WHEN NECESSARY, EXISTING STRIPING SHALL BE REMOVED BY HYDROBLASTING UNLESS SPECIFIED BY THE BROOKHAVEN TRAFFIC ENGINEER.
- ALL FINAL SIGNAGE MUST BE INSTALLED CONCURRENTLY WITH THE PERFORMANCE OF THE STRIPING WORK.
- CONTACT THE BROOKHAVEN TRAFFIC ENGINEER ONE WEEK PRIOR TO COMMENCEMENT OF ANY STRIPING WORK.
- A CITY OF BROOKHAVEN UTILITY PERMIT IS REQUIRED FOR ANY CONSTRUCTION WITHIN THE ROW. REFER TO THE CITY'S UTILITY PERMIT POLICY FOR REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF THE ASBUILT STATUS OF DOWNSTREAM DRAINAGE IMPROVEMENTS PRIOR TO BEGINNING CONSTRUCTION AND SHALL ADVISE THE ENGINEER OF ANY DIFFERENCES NOTED BETWEEN FIELD CONDITIONS AND WHAT IS DEPICTED IN THE CONSTRUCTION DOCUMENTS.
- SAWCUT MUST BE USED IN ANY AREA WHERE NEW PAVEMENT WILL ABUT EXISTING PAVEMENT.
- NO CLOSURES OF OR ENCROACHMENTS INTO THE PEDESTRIAN, BICYCLE, OR VEHICULAR TRAVEL AREAS SHALL BE DONE WITHOUT PRIOR APPROVAL FROM THE BROOKHAVEN TRAFFIC ENGINEER. ALL PROPOSED PLANS FOR CLOSURES AND ENCROACHMENTS SHALL BE SUBMITTED AT LEAST TWO WEEKS PRIOR TO COMMENCEMENT OF WORK.

UTILITY OWNER	SERVICE	CONTACT NUMBERS
ATLANTA GAS LIGHT	GAS	404-548-4796
DEKALB COUNTY WATER	WATER	770-621-7264
DEKALB COUNTY SEWER	SEWER	770-621-7264
AT&T	TELEPHONE	706-701-6081
COMCAST COMMUNICATIONS	CABLE TV	404-597-4353
CROWN CASTLE NG NETWORKS, INC.	FIBER OPTICS	404-409-7533
GOOGLE FIBER	FIBER OPTICS	770-324-7693
GEORGIA POWER	ELECTRIC	404-947-0729

NOTES:

UTILITY DISCLAIMER: EXISTING UTILITY LINES SHOWN ARE BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF SURVEY, WHICH WAS PERFORMED BY OTHERS. CITY OF BROOKHAVEN DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS DEPICTED. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION.

CONTRACTOR / INSTALLER SHALL CONTACT 811 PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY COORDINATION, ALL COORDINATION WITH ADJACENT PROPERTY OWNERS AND THE REPAIR OF ANY DAMAGED IRRIGATION FACILITIES.



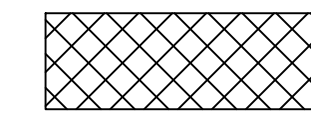
**CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT**

Revision		Date
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#2		
#3		
#4		
#5		
#6		
#7		
#8		
Project No.		
Date		
Scale		1"=30'

**GENERAL NOTES
FOR
BRIARWOOD ROAD MULTI-USE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA**

SHEET NO.
2
/ 10





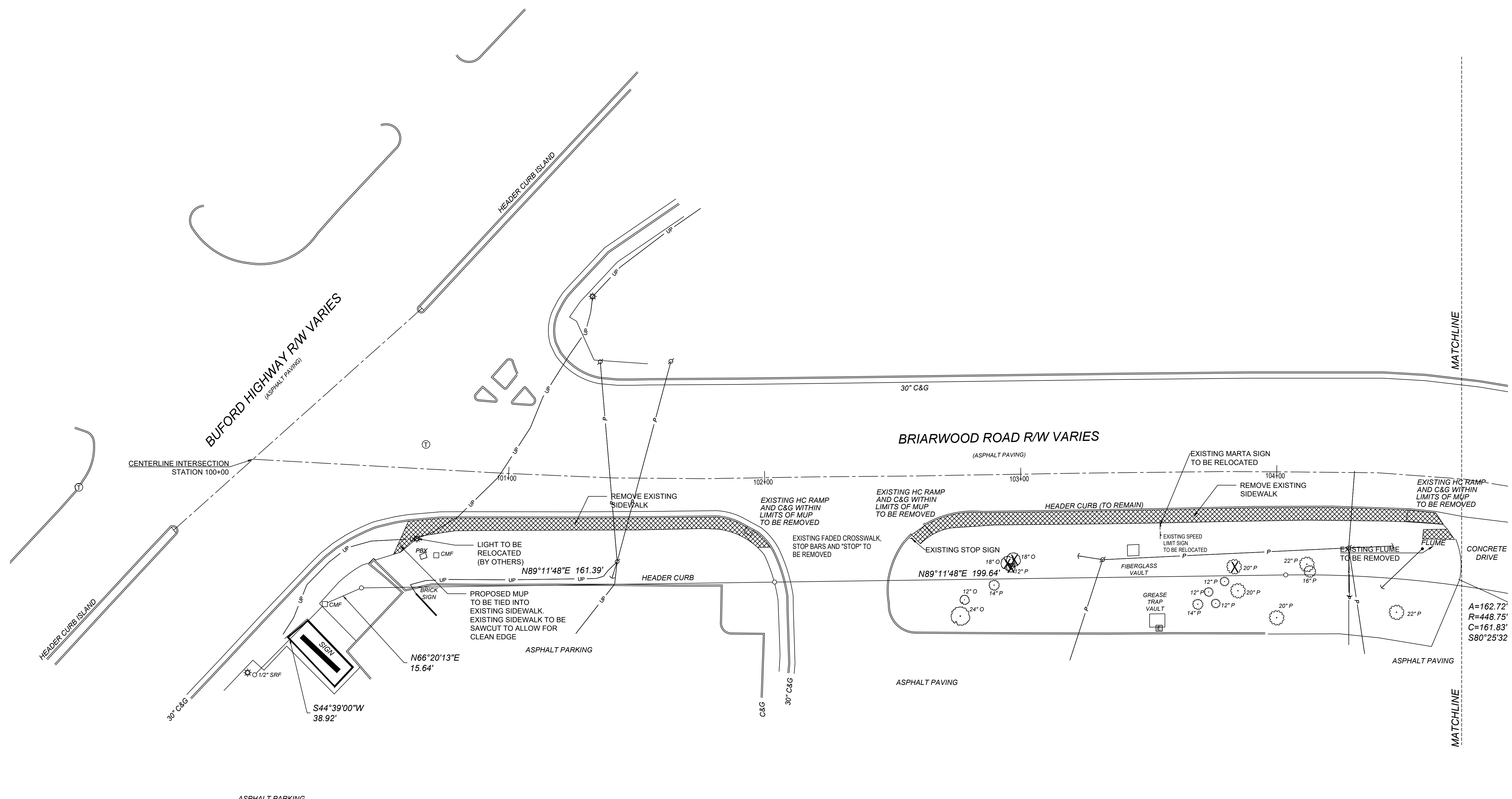
EXISTING SIDEWALK TO BE REMOVED



EXISTING STORM PIPE OR TREE TO BE REMOVED

NOTE: VEGETATION TO BE CLEARED 15' FROM BACK OF CURB ALONG FULL LENGTH OF PROJECT.

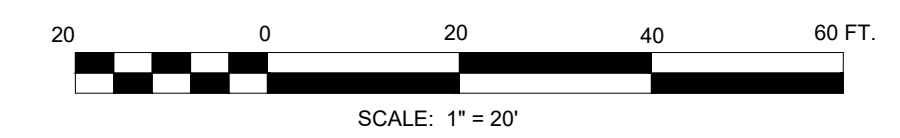
GEOLOGICAL WEST ZONE MAP



A=162.72'
R=448.75'
C=161.83'
S80°25'32"



N/F
CENTRO NP NORTHEAST PLAZA, LLC
DB 23228, PG 726
TP# 18 197 01 041

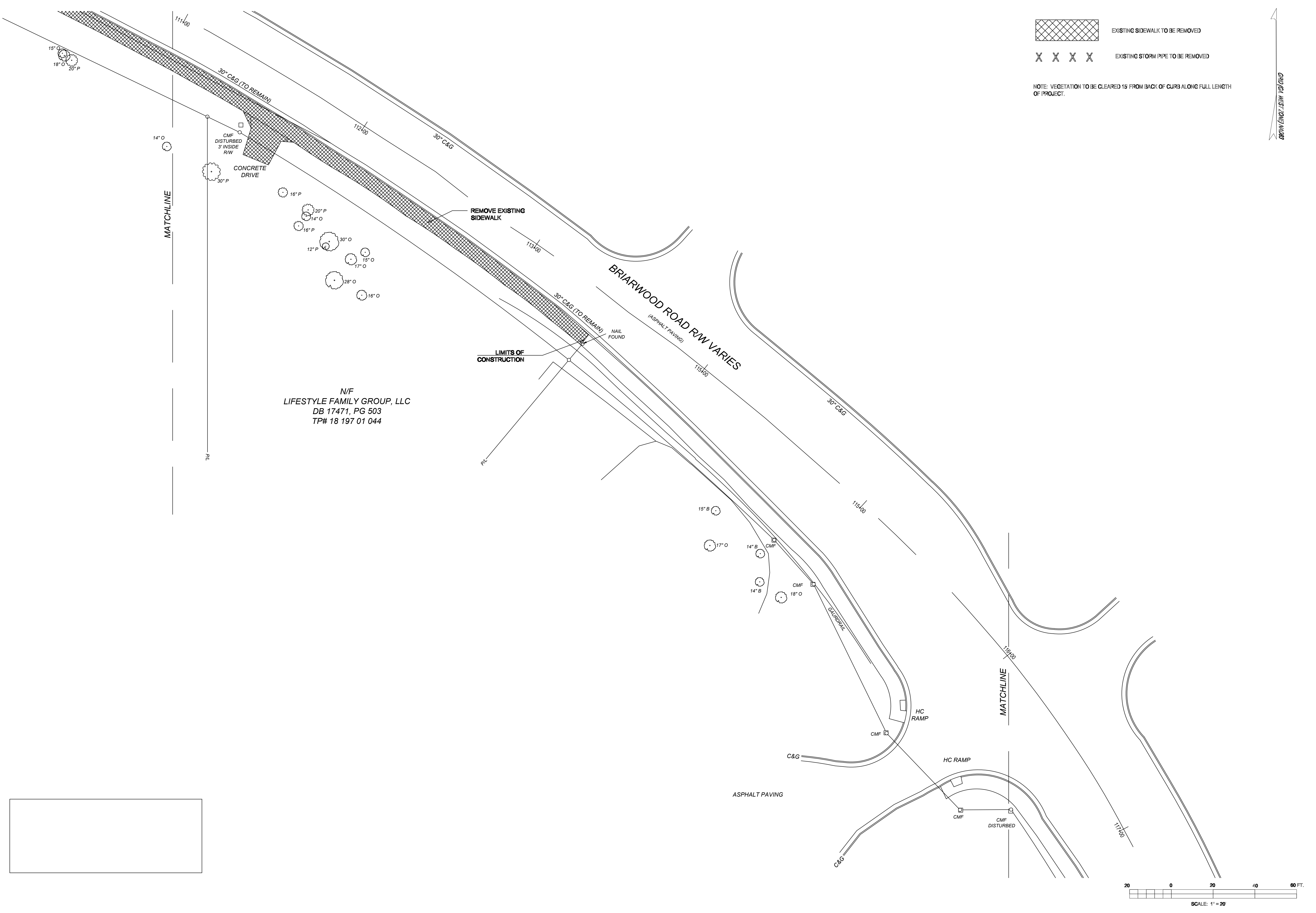



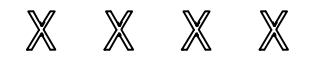
CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

Revision		Date	
No.	Description	Date	Scale

DEMOLITION PLAN
FOR
BRIARWOOD ROAD MULTI-USE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

SHEET NO.
3 / 10



 EXISTING SIDEWALK TO BE REMOVED
 EXISTING STORM PIPE TO BE REMOVED

NOTE: VEGETATION TO BE CLEARED 15' FROM BACK OF CURB ALONG FULL LENGTH OF PROJECT.

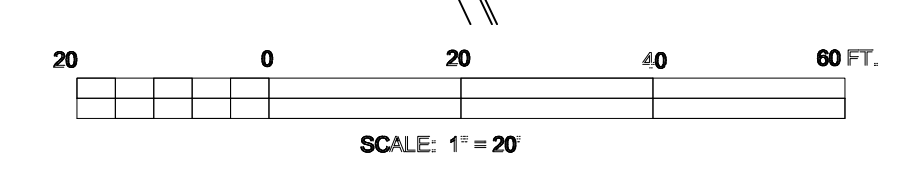
BRIARWOOD ROAD

N/F
 LIFESTYLE FAMILY GROUP, LLC
 DB 17471, PG 503
 TP# 18 197 01 044

CITY OF BROOKHAVEN
 PUBLIC WORKS DEPARTMENT

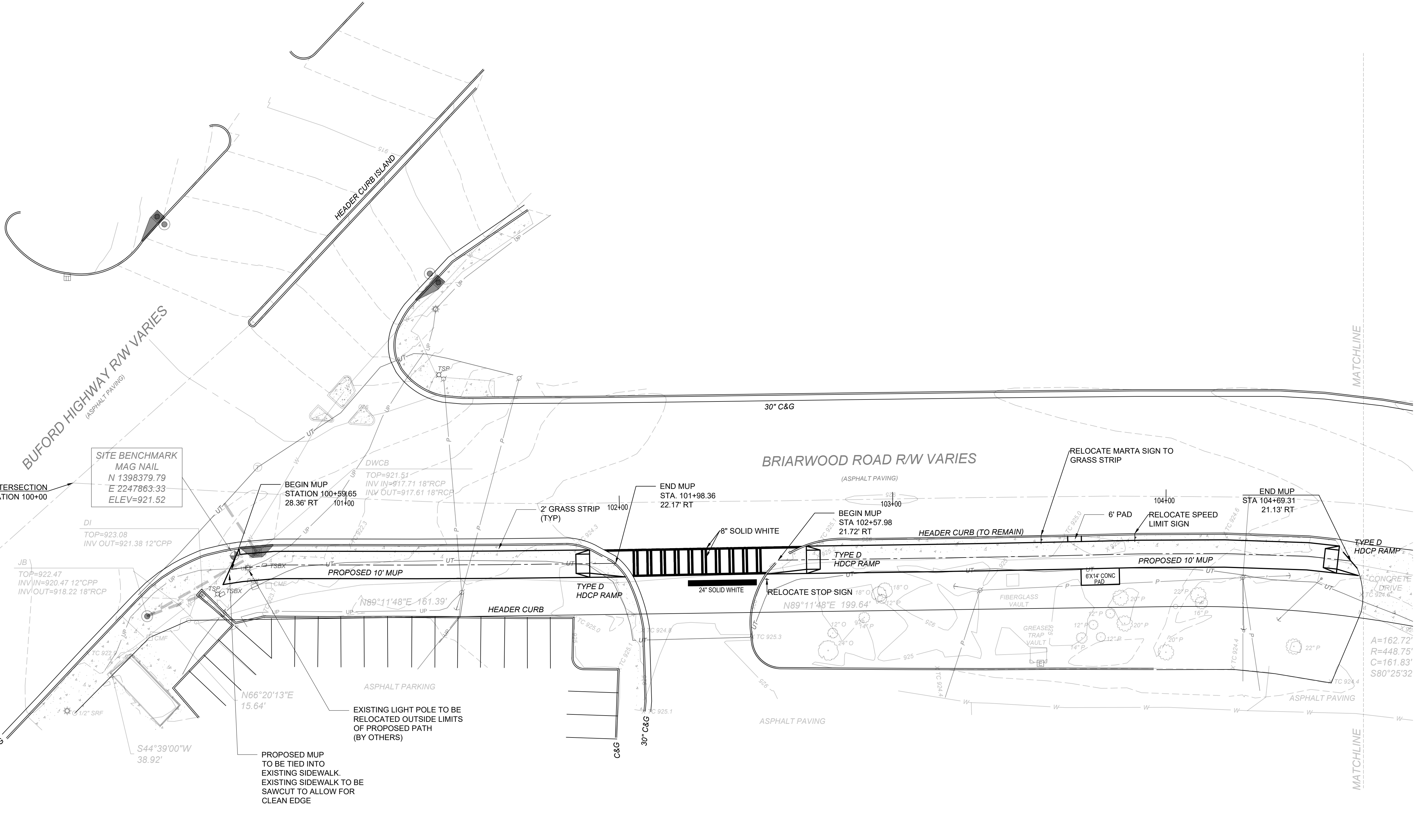
Project No.	Sheet No.	Date	Scale
			1"=30'

DEMOLITION PLAN
 FOR
 BRIARWOOD ROAD MULTI-USE PATH PROJECT
 BUFORD HWY TO PEACHTREE CREEK GREENWAY
 LOCATED IN
 LAND LOT 197, 18TH DISTRICT
 CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA



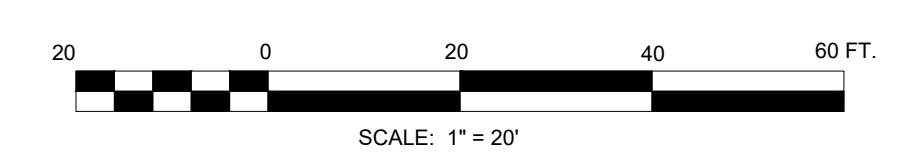
SHEET NO.
 5 / 10

GRADIENT WEST ZONE MARK



Contact 811 before you dig.

N/F
CENTRO NP NORTHEAST PLAZA, LLC
DB 23228, PG 726
TP# 18 197 01 041

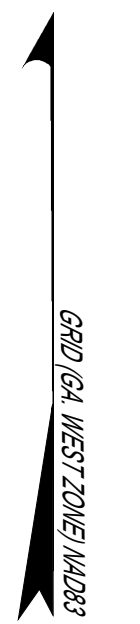
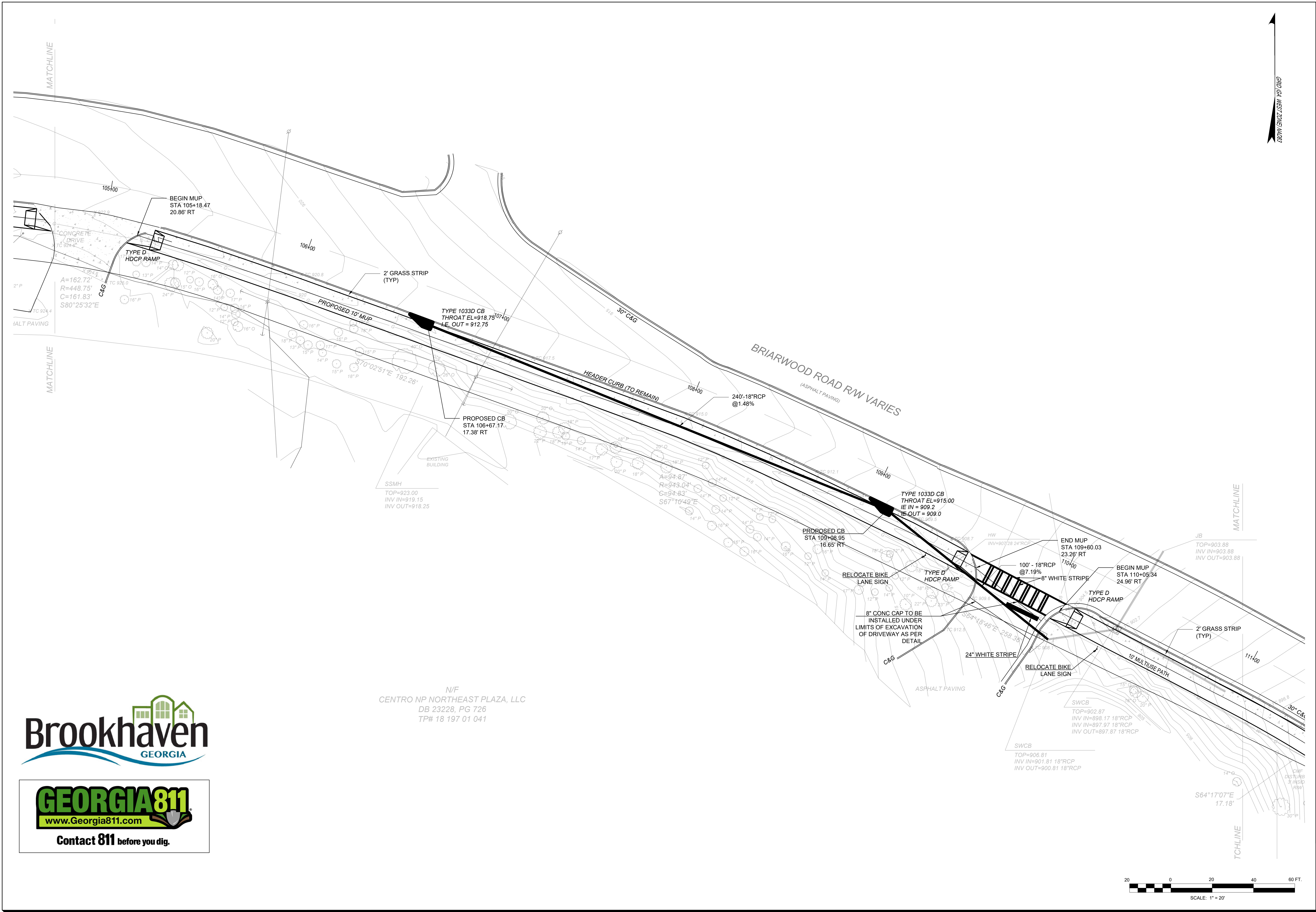


CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

Project No.							
Revised							
Date							

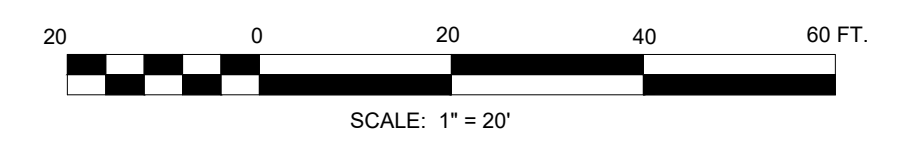
CONSTRUCTION PLANS
FOR
BRIARWOOD ROAD MULTILANE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

SHEET NO.
6 / 10



GEORGIA811
 www.Georgia811.com
 Contact 811 before you dig.

N/F
 CENTRO NP NORTHEAST PLAZA, LLC
 DB 23228, PG 726
 TP# 18 197 01 041

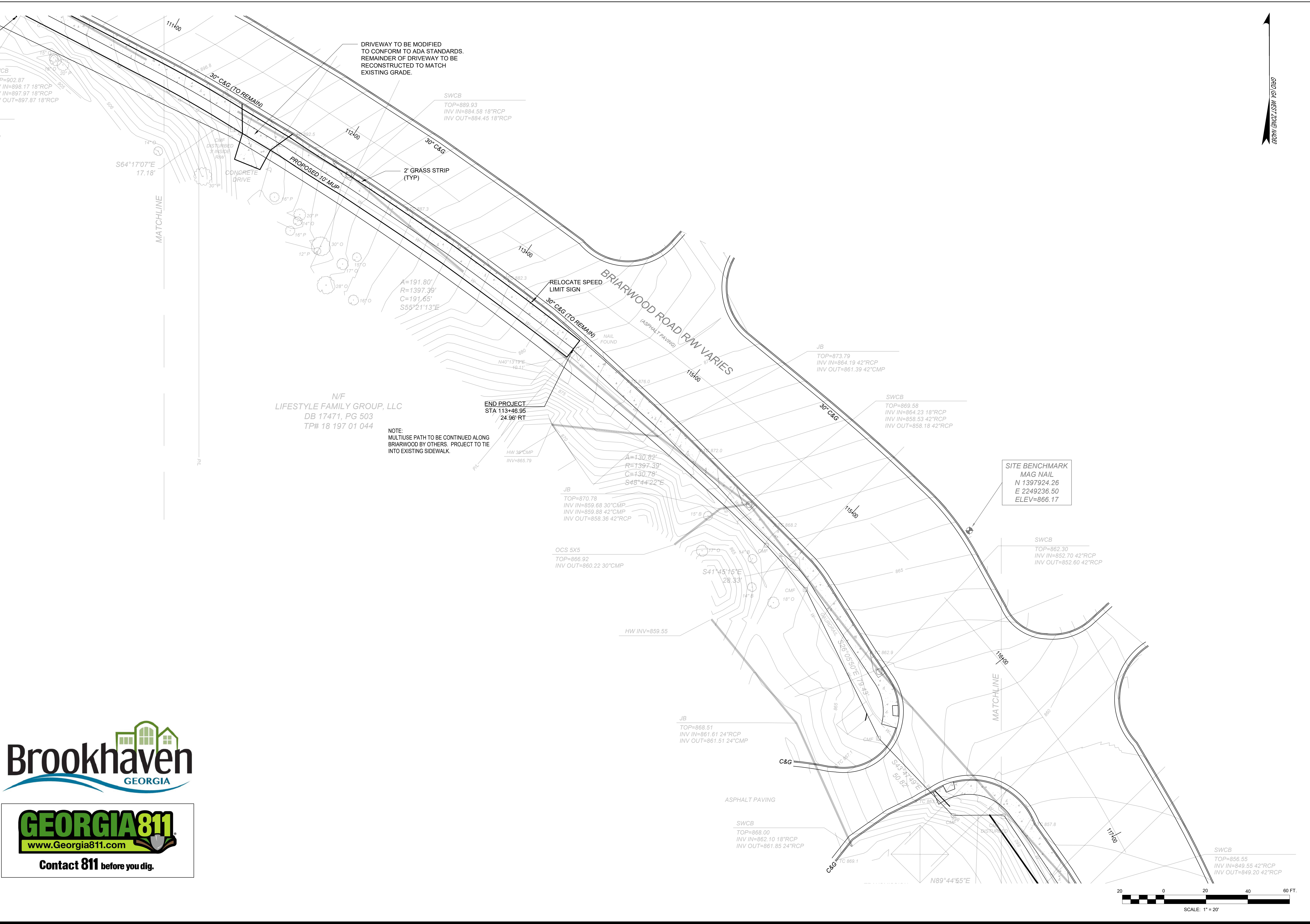


CITY OF BROOKHAVEN
 PUBLIC WORKS DEPARTMENT

Project No.	Revision								Date	Scale
	No.	By	Check	Date	Description	By	Check	Date		

CONSTRUCTION PLANS FOR
 BRIARWOOD ROAD MULTIUSE PATH PROJECT
 BUJORD HWY TO PEACHTREE CREEK GREENWAY
 LOCATED IN
 LAND LOT 197, 18TH DISTRICT
 CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

SHEET NO.
 7 / 10



DRIVEWAY TO BE MODIFIED TO CONFORM TO ADA STANDARDS. REMAINDER OF DRIVEWAY TO BE RECONSTRUCTED TO MATCH EXISTING GRADE.

MATCHLINE

N/F
LIFESTYLE FAMILY GROUP, LLC
DB 17471, PG 503
TP# 18 197 01 044

NOTE:
MULTIUSE PATH TO BE CONTINUED ALONG BRIARWOOD BY OTHERS. PROJECT TO TIE INTO EXISTING SIDEWALK.

END PROJECT
STA 113+46.95
24.96' RT

RELOCATE SPEED LIMIT SIGN

BRIARWOOD ROAD RW VARIES
(ASPHALT PAVING)

SITE BENCHMARK
MAG NAIL
N 1397924.26
E 2249236.50
ELEV=866.17



CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

Project No.	Revision						Date
	No.	Date	By	Check	Appr.	Scale	
							1"=20'

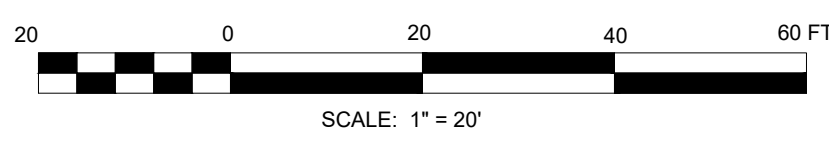
CONSTRUCTION PLANS
FOR
BRIARWOOD ROAD MULTIUSE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

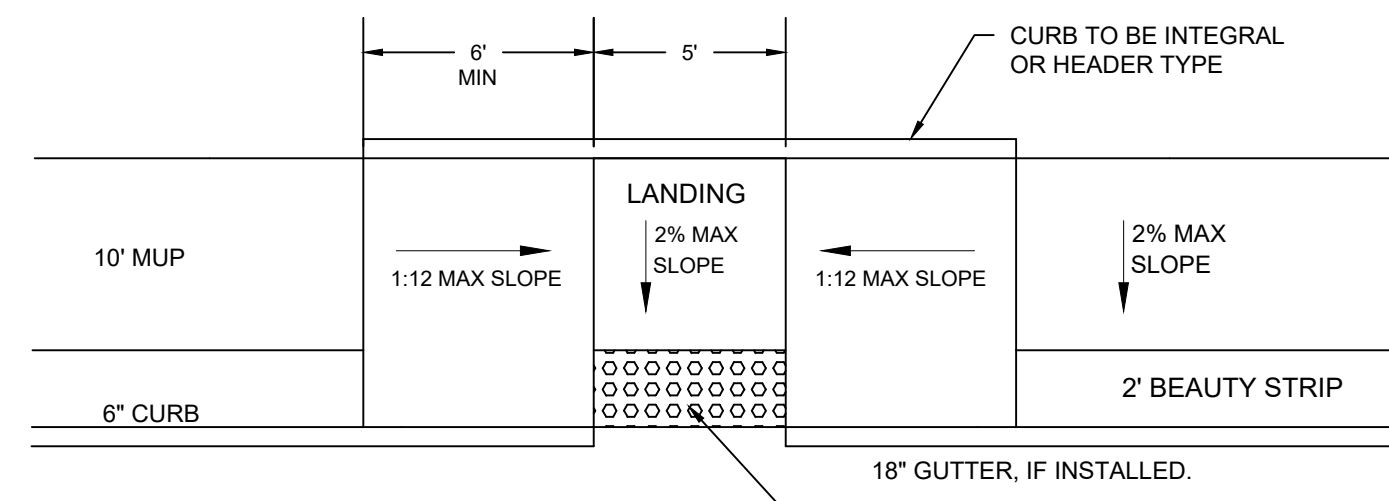
SHEET NO.
8/10

Brookhaven
GEORGIA

GEORGIA811
www.Georgia811.com

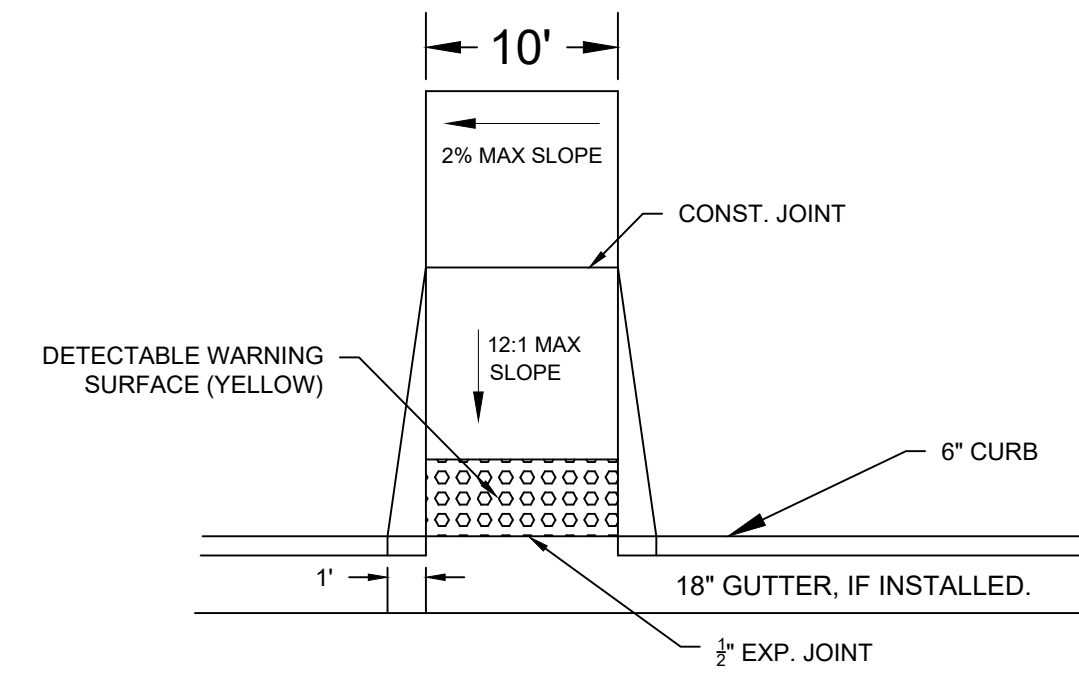
Contact 811 before you dig.



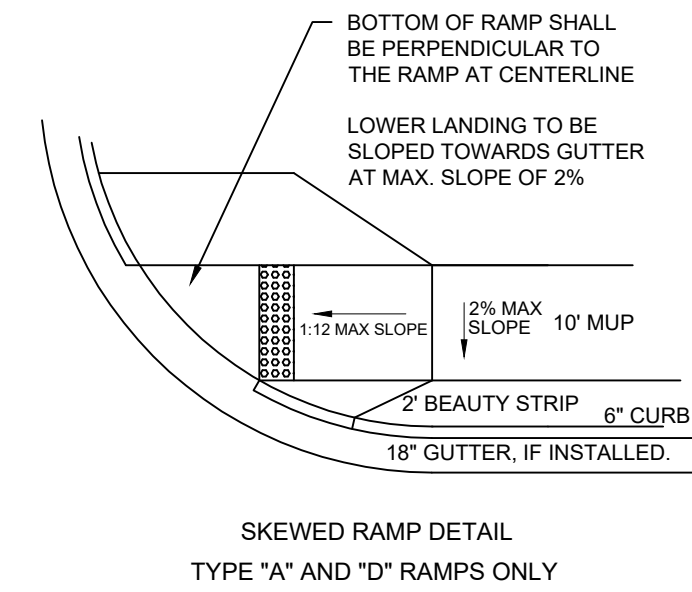


NOTE:
WHERE SIDEWALK ABUTS BACK OF CURB
LANDING AREA MAY BE REDUCED TO 7' MIN
DEPTH BEHIND DETECTABLE WARNING SURFACE.

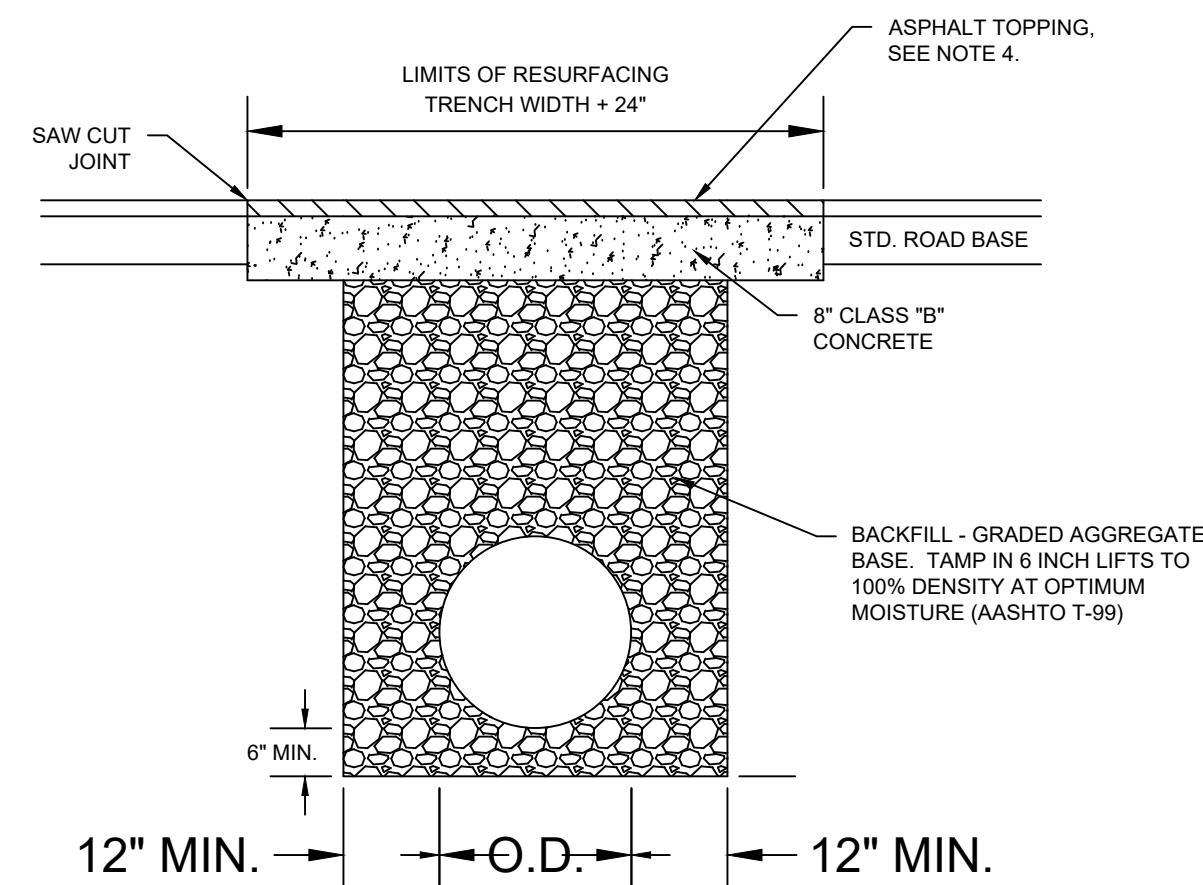
**HANDICAP RAMP
TYPE "B"**
NOT TO SCALE



**HANDICAP RAMP
TYPE "D"**
NOT TO SCALE



- GENERAL NOTES:
- RAMPS SHALL BE CONSTRUCTED FROM CONCRETE. SPECIFICATIONS FOR RAMPS SHALL BE THE SAME AS FOR SIDEWALK. RAMPS SHALL HAVE EITHER A ROUGH OR TEXTURED FINISH.
 - WHERE RAMPS ARE LOCATED ON RADII, THE DIMENSIONS SHOWN FOR RAMP WIDTHS AND TAPERS ARE MEASURED PERPENDICULAR TO THE RAMP AND NOT ALONG THE CURVE.
 - WHERE UTILITY STRUCTURES CONFLICT, THERE SIDEWALK GEOMETRY VARIES. AT SKEWED INTERSECTIONS, OR IN OTHER SPECIAL CASES, THE RAMP DESIGNS MAY BE MODIFIED BY THE DESIGNER OR ENGINEER, PROVIDED THAT THE WIDTH REMAINS A MIN. OF 48" AND NO SLOPE ON THE ACCESSIBLE PART OF THE RAMP IS STEEPER THAN 12:1.
 - WHEN A CURB RAMP IS PLACED ON EXISTING PAVEMENT, THE PAVEMENT SHALL BE REMOVED TO PROVIDE A MINIMUM THICKNESS OF 3" OF CONCRETE AT ALL LOCATIONS.
 - DETECTABLE WARNING SURFACES ARE REQUIRED ON ALL INTERSECTIONS WITH PUBLIC STREETS, SIGNALIZED COMMERCIAL DRIVEWAYS, AND COMMERCIAL DRIVEWAYS WITH AN AADT OF 25 VPD.
 - REFERENCE SHOULD BE MADE TO GDOT STANDARD A3, SPECIAL DETAIL CONCRETE SIDEWALK DETAILS, CURB CUT (WHEELCHAIR) RAMPS AND GDOT STANDARD A4, SPECIAL DETAIL, DETECTABLE WARNING SURFACE TRUNCATED DOME SIZE, SPACING AND ALIGNMENT REQUIREMENTS.



- NOTES:
- ALL STREET CUTS MUST BE COVERED WITH STEEL PLATES OF SUFFICIENT THICKNESS TO SPAN THE CUT WITHOUT NOTICEABLE DEFLECTION. PLATES TO REMAIN IN PLACE UNTIL CONCRETE BASE HAS GAINED SUFFICIENT STRENGTH TO WITHSTAND TRAFFIC LOADS (24 HOUR MIN.). STEEL PLATE TO BE HELD IN PLACE WITH TEMPORARY ASPHALT WHEN TRENCH CUT IS LOCATED ON STREETS WITH A SLOPE GREATER THAN 4% OR IN AREAS OF HIGH TRAFFIC VOLUME.
 - ON LONGITUDINAL CUTS EXCEEDING 50 FEET IN LENGTH AND AT THE DIRECTION OF THE CITY, THE ENTIRE WIDTH OF THE ROADWAY OR LANE SHALL BE MILLED AND RESURFACED.
 - ON LONGITUDINAL CUTS LESS THAN 50 FEET, IF LIMITS OF RESURFACING AS DEPICTED ON DETAIL LIES WITHIN 2' OF EXISTING EDGE OF PAVEMENT, RESURFACING IS TO BE EXTENDED TO EDGE OF PAVEMENT.
 - ASPHALT SURFACE COAT TO BE AS FOLLOWS:
 - LOCAL STREETS (RESIDENTIAL) - MIN. 1-1/2" 9.5 MM SUPERPAVE TOPPING.
 - COLLECTOR AND GREATER (COMMERCIAL/INDUSTRIAL) STREETS - MIN 1-1/2" 12.5 MM SUPERPAVE TOPPING.

**TRENCH EXCAVATION
IN STREET**
NOT TO SCALE

**CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT**

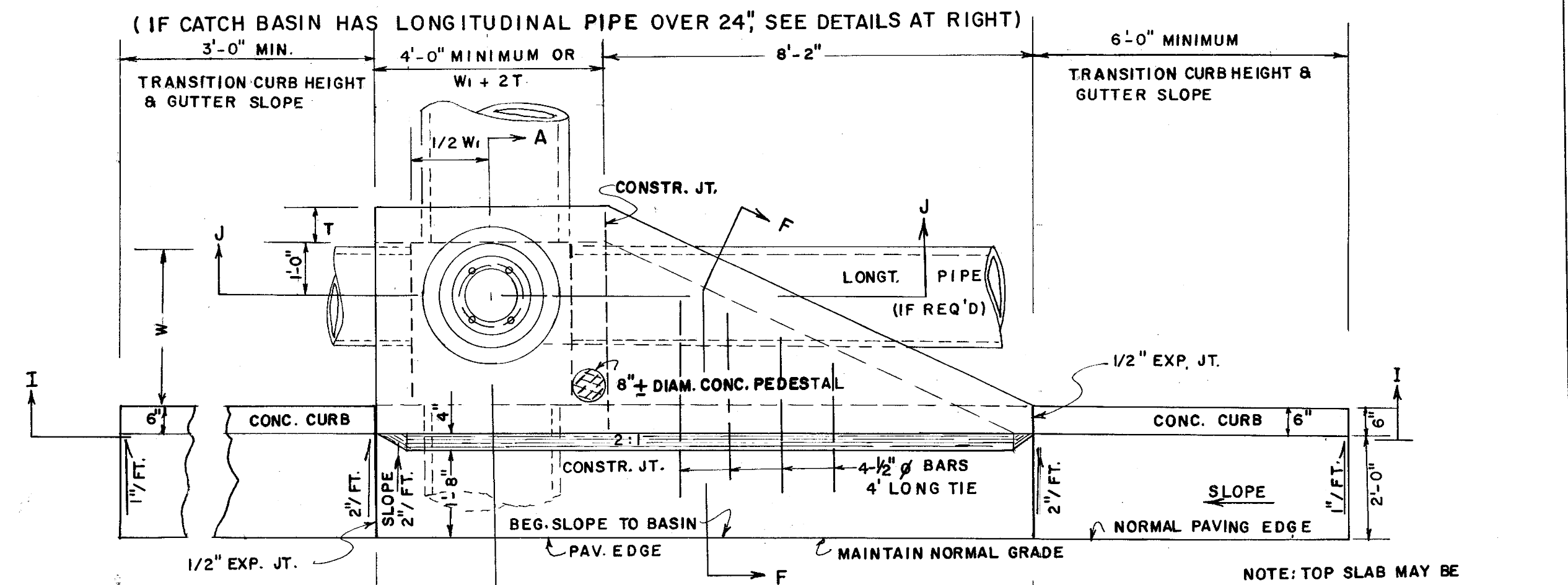
Project No.	Date:
Revised	Scale:
No.	1"
#1	
#2	
#3	
#4	
#5	
#6	
#7	
#8	

**DETAIL SHEET
FOR
BRIARWOOD ROAD MULTIUSE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA**



AF 21866

CATCH BASIN

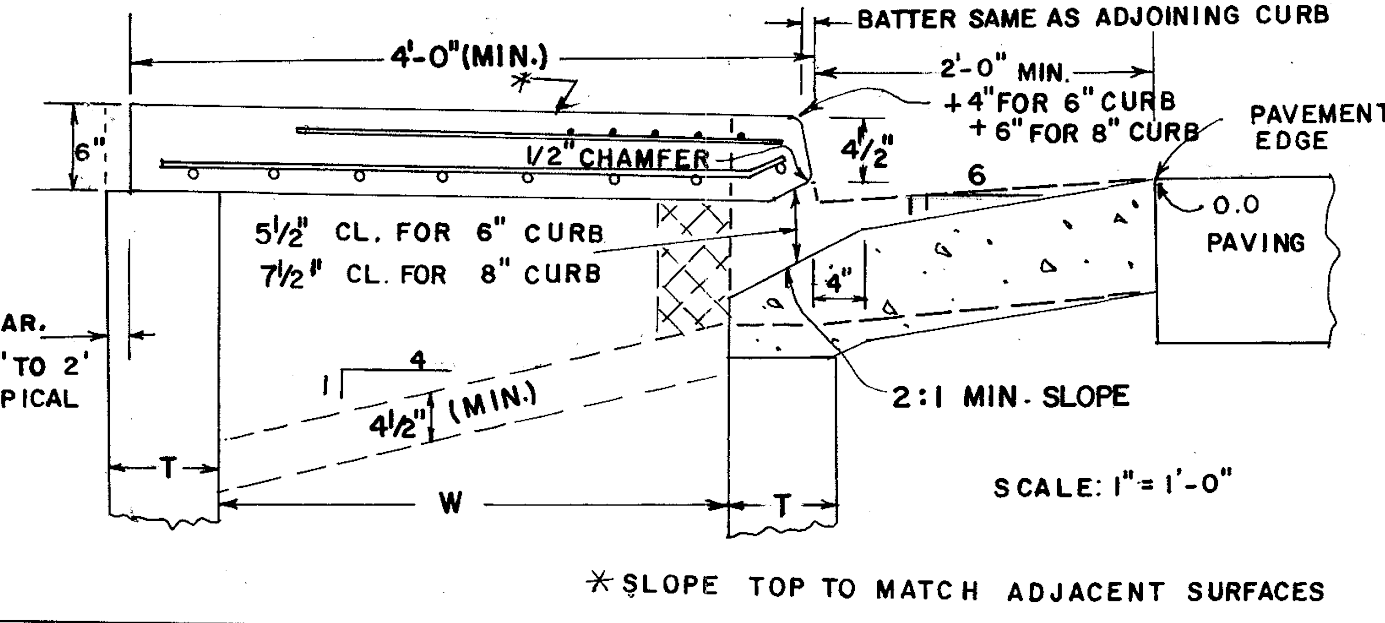


NOTE: TOP SLAB MAY BE CAST IN PLACE OR PRECAST. IF SLAB IS CAST IN PLACE, BUILDERS PAPER IS TO BE PLACED BETWEEN THE CATCH BASIN AND TOP SLAB.

NOTE: 12'-0" (MIN.) PAYMENT FOR CATCH BASIN INCLUDES ALL QUANTITIES BETWEEN THESE LINES EXCEPT ADDITIONAL DEPTH (UNLESS OTHERWISE NOTED IN THE PLANS)

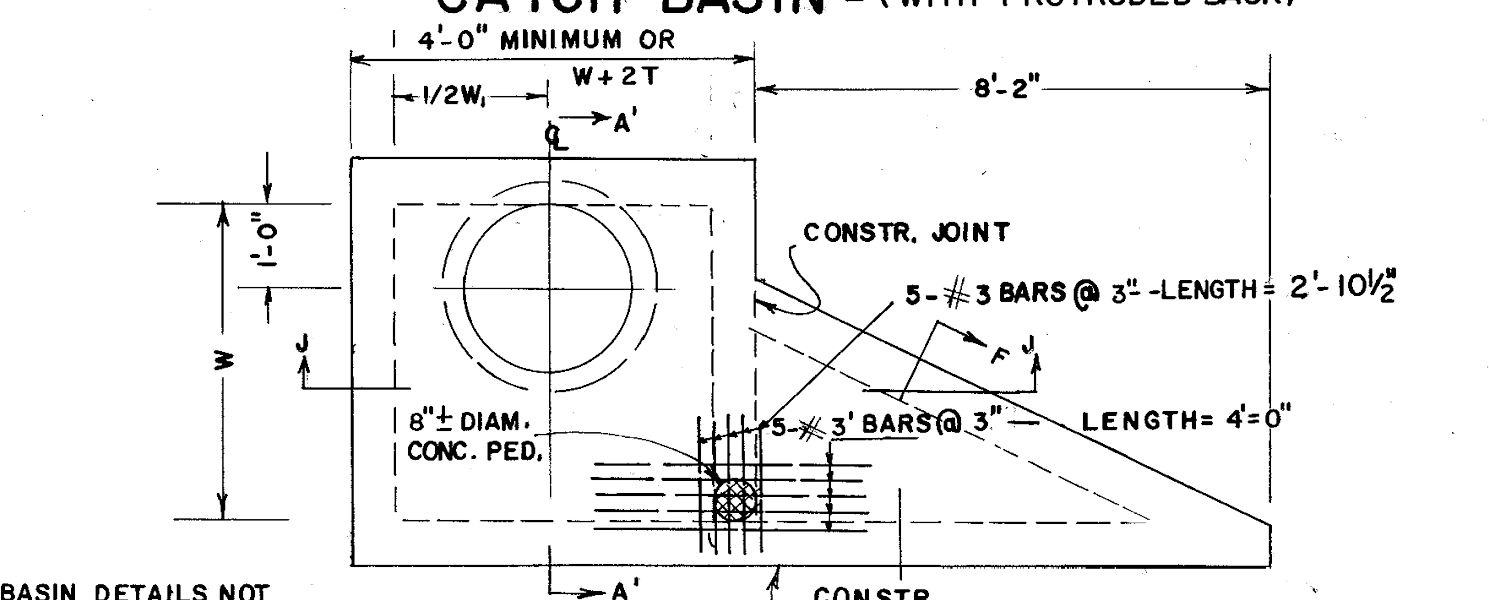
SCALE: 1/2" = 1'

DETAIL OF TOP SLAB, REINF. STEEL & CLEARANCES REQ'D.



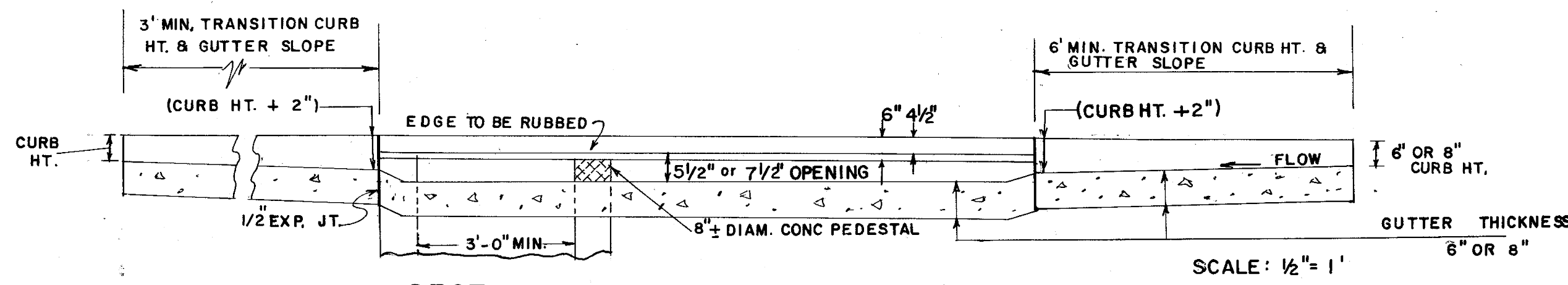
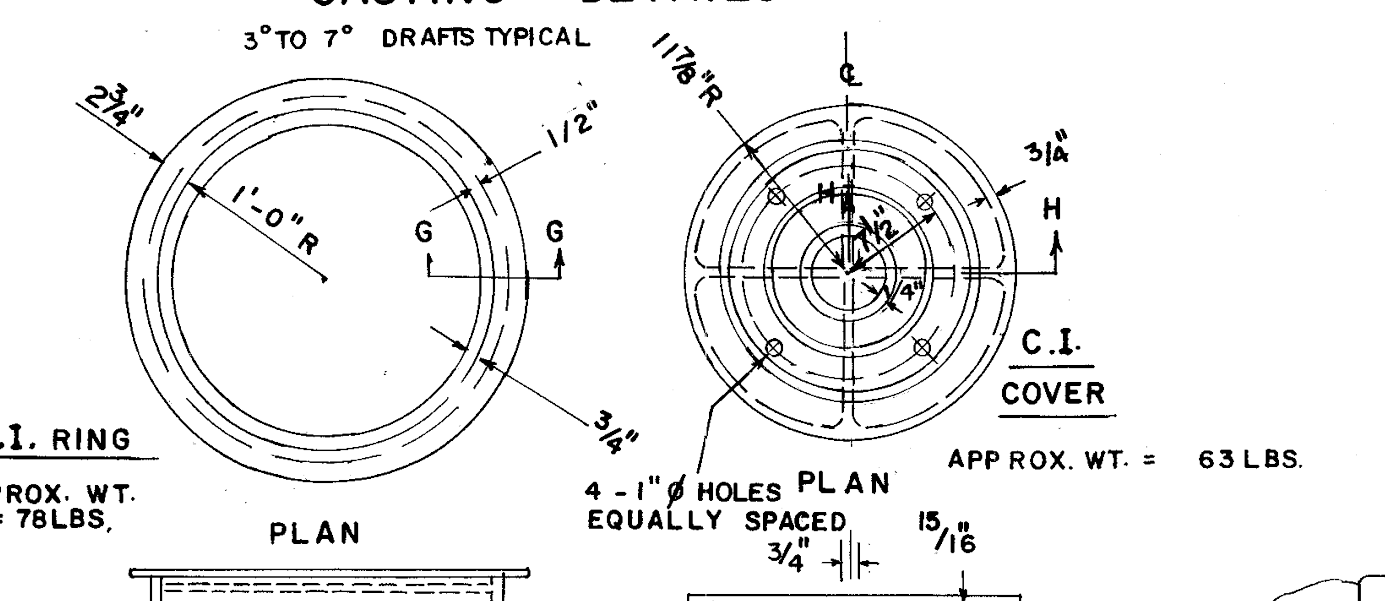
STATE GA	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
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CATCH BASIN - (WITH PROTRUDED BACK)

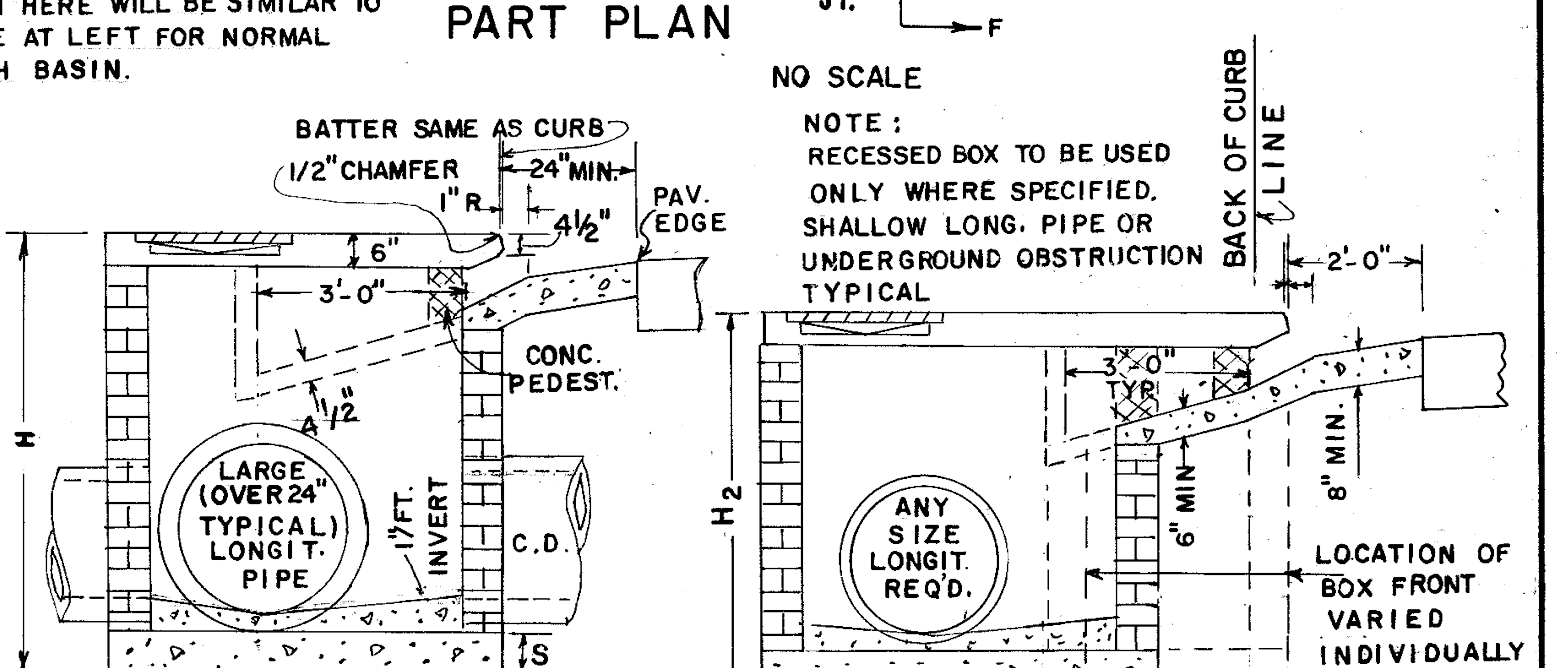


NOTE: CATCH BASIN DETAILS NOT SHOWN HERE WILL BE SIMILAR TO THOSE AT LEFT FOR NORMAL CATCH BASIN.

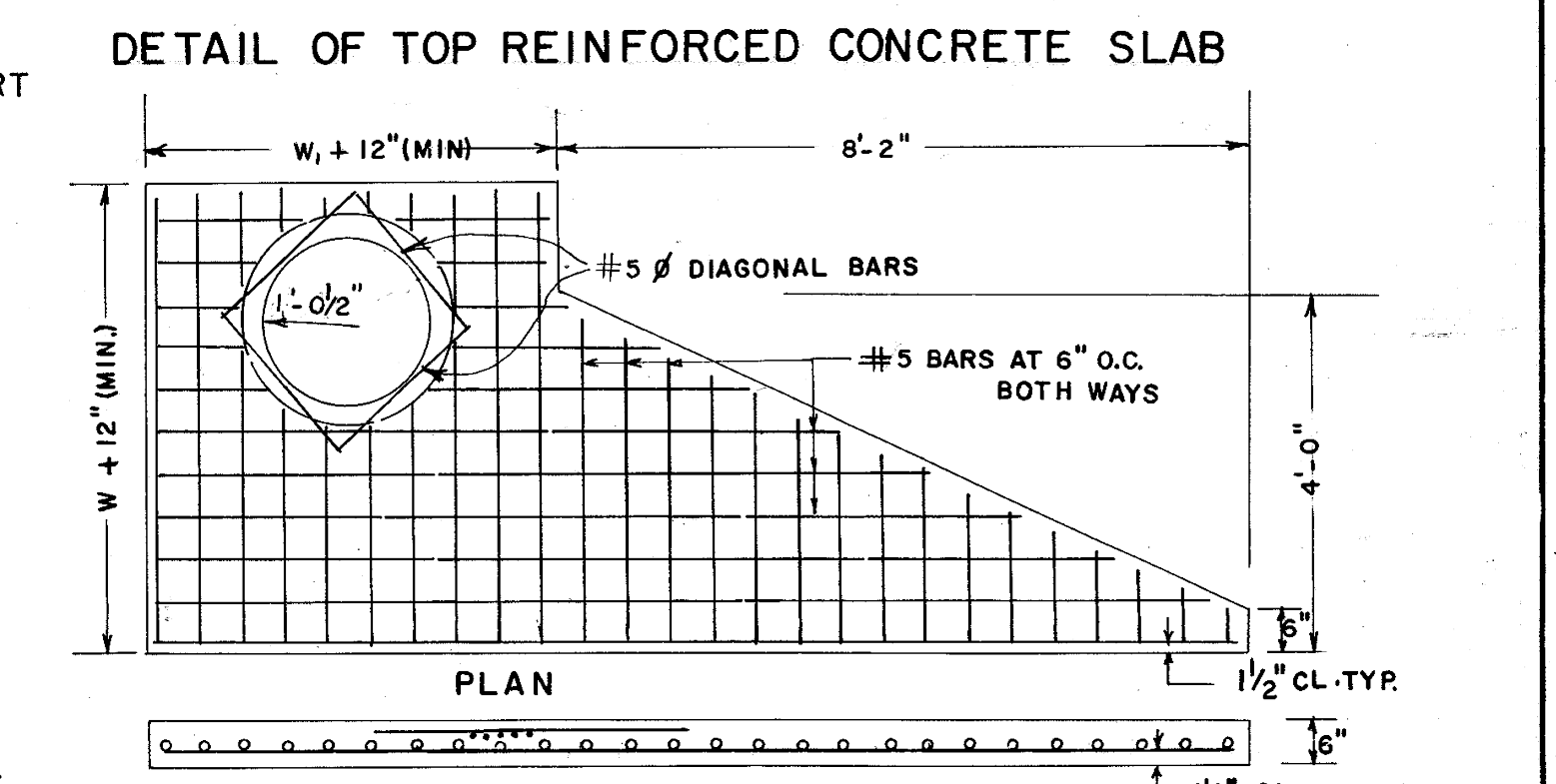
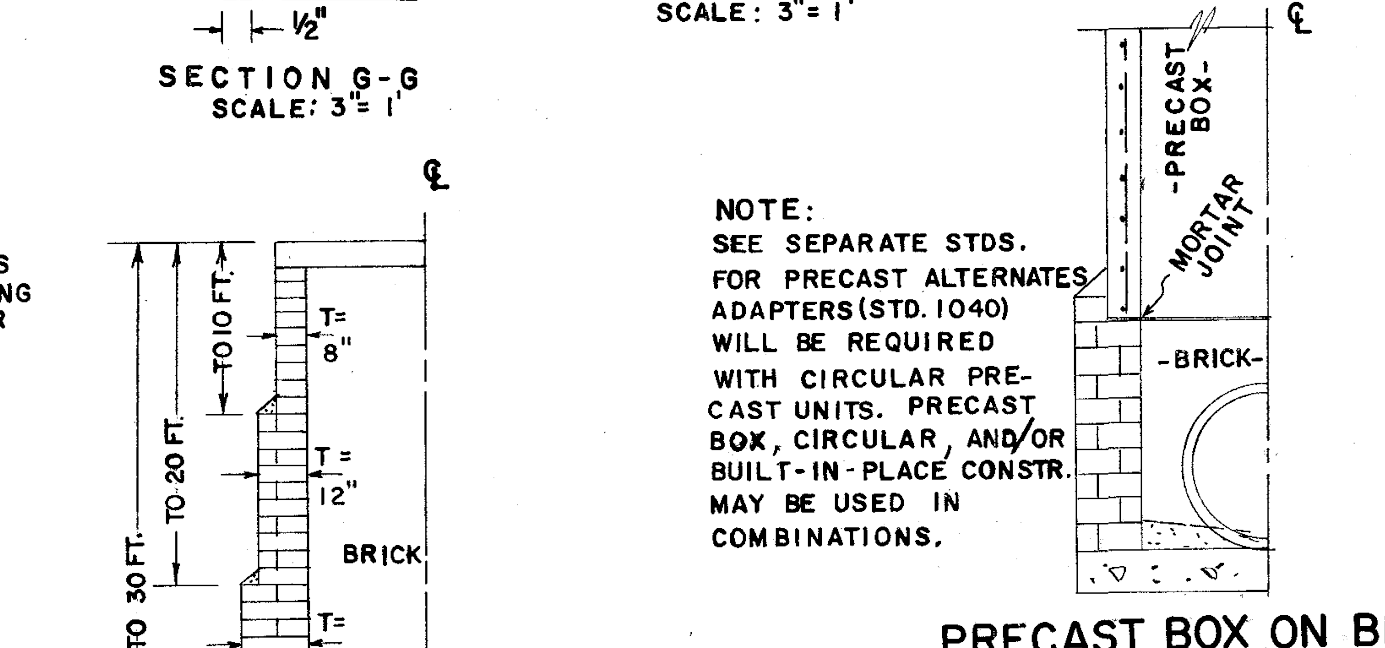
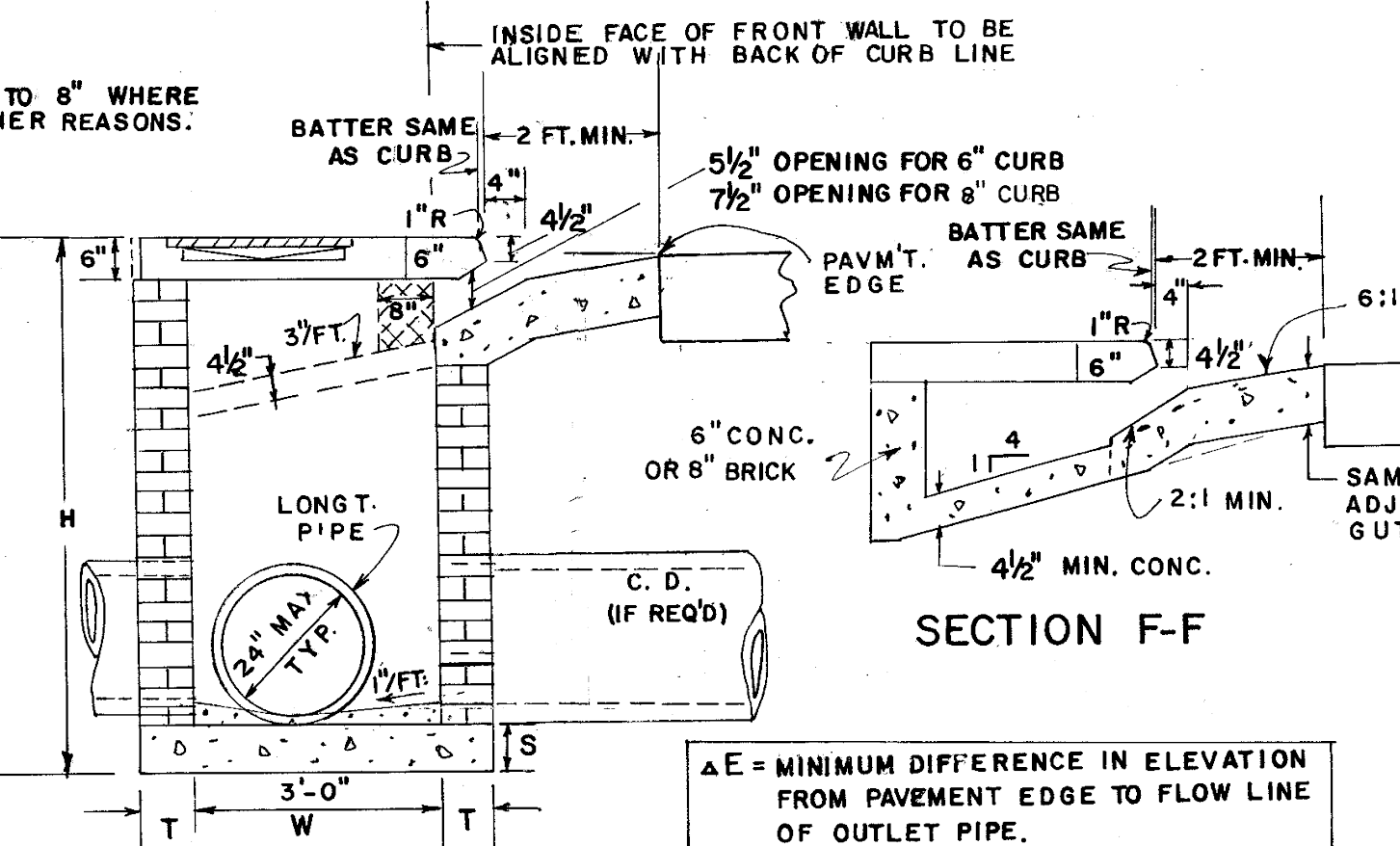
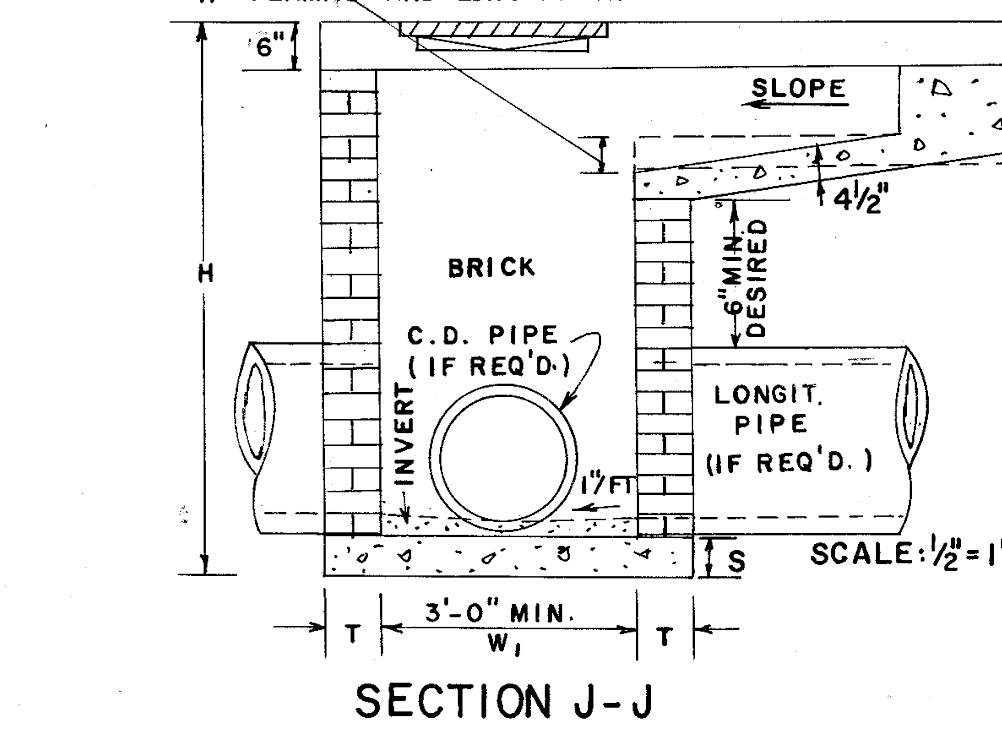
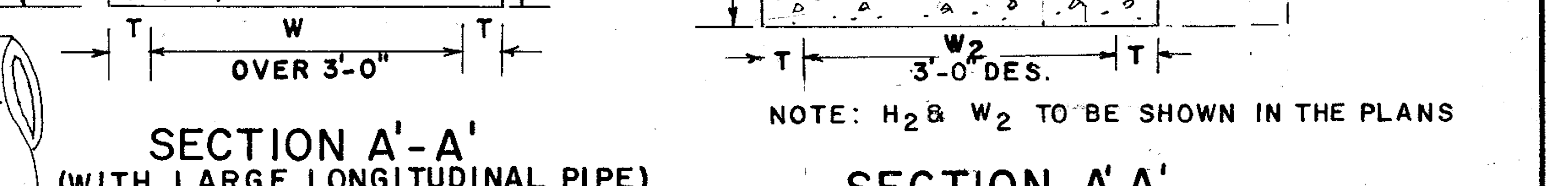
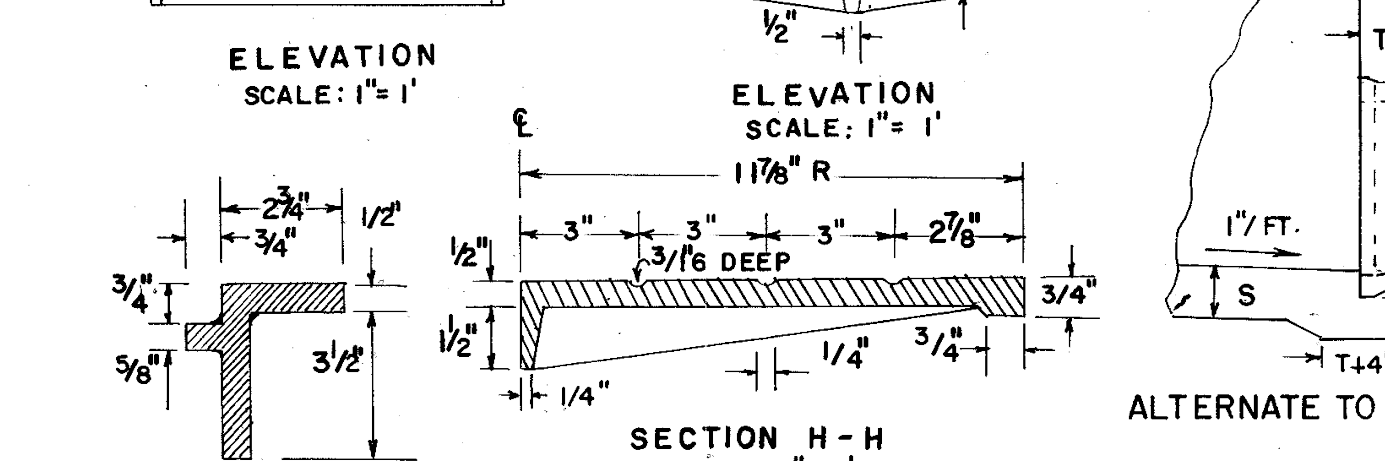
CASTING DETAILS



NOTE: NORMAL SLOPE OF CONCRETE APRON TO BE INCREASED BY 4" TO 8" WHERE "H" PERMITS AND LONGITUDINAL PIPE IS LOWERED FOR OTHER REASONS.



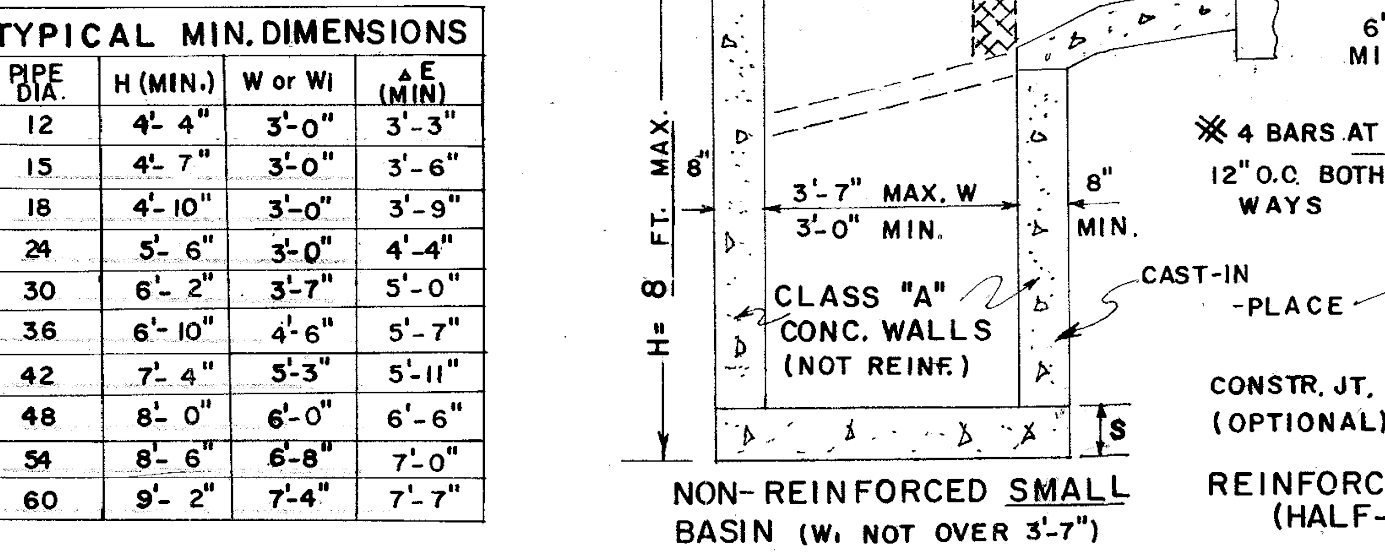
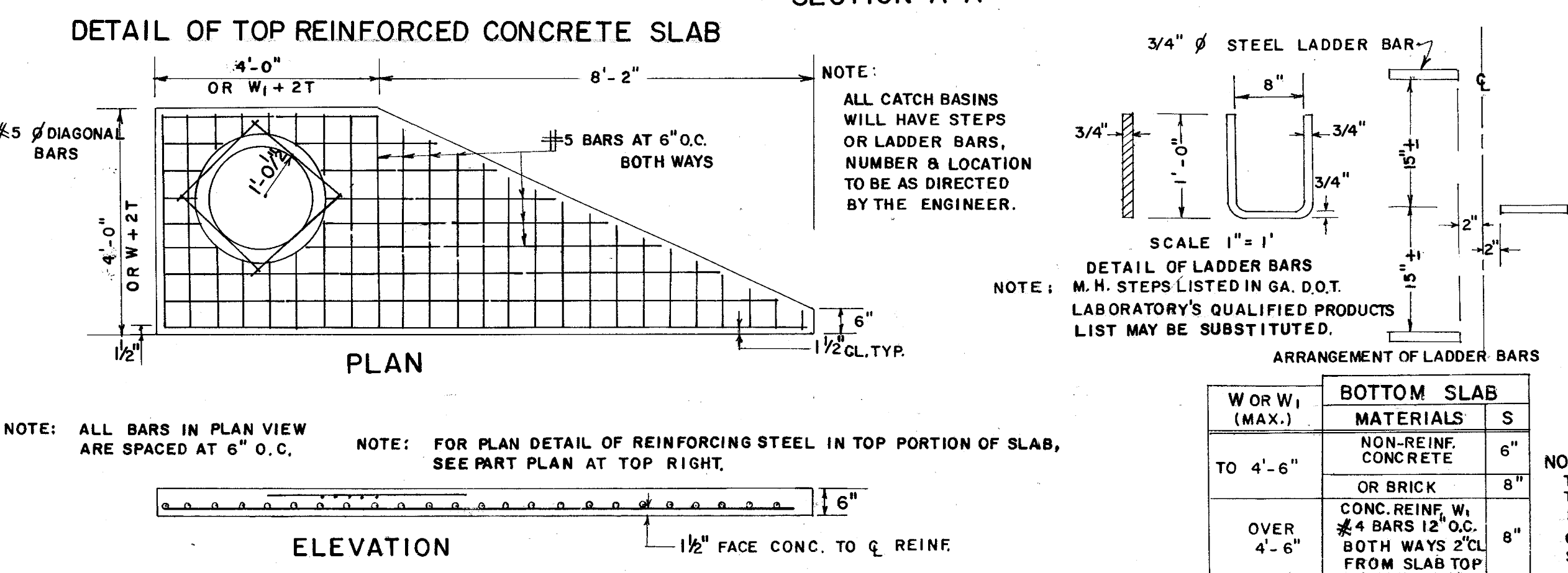
NOTE: H₂ & W₂ TO BE SHOWN IN THE PLANS



DEPTH LIMITS FOR INCREASING

PIPE DIA.	H (MIN.)	W or W ₁	MIN. ΔE
12	4'-4"	3'-0"	3'-3"
15	4'-7"	3'-0"	3'-6"
18	4'-10"	3'-0"	3'-9"
24	5'-6"	3'-0"	4'-4"
30	6'-2"	3'-7"	5'-0"
36	6'-10"	4'-6"	5'-7"
42	7'-4"	5'-3"	5'-11"
48	8'-0"	6'-0"	6'-6"
54	8'-6"	6'-8"	7'-0"
60	9'-2"	7'-4"	7'-7"

NOTE: THE MIN. H & MIN. ΔE GIVEN IN ABOVE TABLE ARE BASED UPON TYPICAL OUTSIDE DIAMETERS OF CONC. PIPE AND MAY BE VARIED IF CONDITIONS PERMIT WITH VARIOUS DIMENSIONS SPECIFIED IN THE PLANS OR DIRECTED BY THE ENGINEER. W & W₁ DIMENSIONS DO NOT HAVE TO BE EQUAL.



DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

STANDARD
CATCH BASINS
FOR USE WITH CURB (6" HT. OR 8" HT.) & GUTTER

SCALE AS SHOWN

REV. B	(SUBMITTED)	REDR. & REDR. AUGUST, 1982	NUMBER
REDR. R.M.J.	STATE ROAD & AIRPORT DESIGN ENGR.		1033 D
TRA. G.M.E.	(APPROVED)		
CHK. R.K.C.	STATE HIGHWAY ENGINEER		

CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

Date	Revision

DETAIL SHEET FOR
BRIARWOOD ROAD MULTIUSE PATH PROJECT
BUFORD HWY TO PEACHTREE CREEK GREENWAY
LOCATED IN
LAND LOT 197, 18TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

SHEET NO.
10/10