



ITB 20-115-R
**N. FORK NANCY CREEK STREAM RESTORATION PROJECT: MURPHEY
CANDLER SPILLWAY TO NANCY CREEK, FY'17 EPA 319(h) GRANT PROJECT**

October 14, 2020

Optional: Pre-Bid Conference
October 23, 2020, at 2:30 p.m.
Onsite at 1551 W Nancy Creek Dr. Brookhaven, GA 30319.

BID DUE DATE and OPENING DATE:
Tuesday, November 17, 2020, at 2:30 p.m. EST.
Via Zoom- Meeting ID# 966 8479 3776 Passcode: 388114
<https://zoom.us/j/96684793776?pwd=aEt6SXdMM0R6ZjYxZ2ZiUFY4T0oxUT09>

Bids shall only be accepted online through the Bonfire Portal at:
<https://brookhavenga.bonfirehub.com/projects/view/33263>

Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Purchasing Manager, Shakera Hall, shakera.hall@brookhavenga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://brookhavenga.bonfirehub.com/projects/view/33263>. Questions are due no later than **Wednesday, October 28, 2020, at 4:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at and it is the Offeror's responsibility to <https://brookhavenga.bonfirehub.com/projects/view/33263> check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The City of Brookhaven reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.
5. The City of Brookhaven is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

CONTRACT FOR ITB 20-115-R

**N. FORK NANCY CREEK STREAM RESTORATION PROJECT:
MURPHEY CANDLER SPILLWAY TO NANCY CREEK
FY'17 EPA 319(h) GRANT PROJECT**

This **CONTRACT** made and entered into this ____ day of _____, 2020 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 120 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 20-115-R 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: Non-Collusion Affidavit
- Exhibit K: Bid Schedule.
- Exhibit L: Construction Drawings – Murphey Candler Streambank Restoration 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 K.

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any 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 sub-service 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 sub-service 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 the 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:

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 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.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Brookhaven's Financial Management and Purchasing Policies.
- 2.5 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 72 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 a 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 they work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

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

EXHIBIT A

GENERAL CONDITIONS

- 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.
- 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

EXHIBIT A

GENERAL CONDITIONS

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.
- 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.

EXHIBIT A

GENERAL CONDITIONS

- 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.
- 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

EXHIBIT A

GENERAL CONDITIONS

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@Brookhaviga.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.

11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the

GENERAL CONDITIONS

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 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,

EXHIBIT A

GENERAL CONDITIONS

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 consequence of its work. The Service Provider will notify the City in writing of

EXHIBIT A

GENERAL CONDITIONS

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 arising out of or in connection with the Service Provider's performance of the Contract work:

EXHIBIT A

GENERAL CONDITIONS

(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 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.

EXHIBIT A

GENERAL CONDITIONS

- 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 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

EXHIBIT A

GENERAL CONDITIONS

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, 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

EXHIBIT A

GENERAL CONDITIONS

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 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

EXHIBIT A

GENERAL CONDITIONS

- 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 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

EXHIBIT A

GENERAL CONDITIONS

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 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

EXHIBIT A

GENERAL CONDITIONS

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

Service Provider

GENERAL CONDITIONS

- 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 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,

GENERAL CONDITIONS

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.

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

EXHIBIT A

GENERAL CONDITIONS

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 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.

EXHIBIT A

GENERAL CONDITIONS

- 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.
- 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 is 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

EXHIBIT A

GENERAL CONDITIONS

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 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

EXHIBIT A

GENERAL CONDITIONS

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.
- 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

EXHIBIT A

GENERAL CONDITIONS

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 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

Contract Duration:

120 calendar days

Project Description:

As part of a Fiscal Year 2017 U.S. Environmental Protection Agency (EPA) 303(d) Water Quality Improvement Project administered by the Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD), the lower portion (approximately 600 linear feet) of the North Fork Nancy Creek will be restored between the Murphey Candler Lake spillway to near its confluence with Nancy Creek inside Murphey Candler Park in the City of Brookhaven, Georgia.

Scope

N. Fork Nancy Creek Streambank Restoration Project, Murphey Candler Lake to Nancy Creek.

In accordance with the drawings, specifications, Land Disturbance Permit, schedule, and summary of quantities, bidder is to provide unit costs totaling to a bid for the overall project cost.

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 **120** calendar days from Notice to Proceed, 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

For the purposes of this Project, Substantial Completion shall mean that all Pay Items have been installed, completed, and/or constructed per the requirements of these drawings and specifications and the only remaining work to complete the project include minor punch list activities and final site cleanup. Since this is an environmental restoration project, the term “beneficial use,” typically used to identify the state of project completion where the concept of Substantial Completion is applied, is not applicable to this project.

Time is of the Essence

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

Specialized Construction Experience

Stream restoration is a specialized construction field. Therefore, as a prerequisite to be considered as a qualified bidder, each bidder shall provide satisfactory evidence of all of the following **minimum** qualifications:

1. Project Experience – Bidder must have prior experience in stream restoration, as set forth below:

At least TWO (2) projects MUST demonstrate rehabilitation/restoration of a perennial stream involving natural channel design and construction techniques (National Engineering Handbook Parts 653, 654. USDA, NRCS); including in-stream rock and/or log structures within the past FIVE (5) years where length of stream was 500 linear feet or more for EACH PROJECT. Installation MUST include aforementioned in-stream structures. Bank armoring or re-grading alone will not qualify.

The Bidder must have self-performed the work.

2. Project Site Superintendent Experience – Bidder must provide a project Site Superintendent that has the minimum stream restoration experience, as set forth above. In the event that it is necessary to replace the site superintendent, the replacement site superintendent shall have the same qualifications.
3. If a project was a component of a larger construction project, provide the information related to the Scope of Work completed as it pertains to the stream restoration work.
4. Documentation to be submitted with bid for each project:
 - a. Project Name, Stream Restoration Costs, and Summary of Work
 - b. Client name, address, and point-of-contact phone, and email
 - c. Reference name, role on project, company/employer name, title, phone, and mail.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

By signing the **Bid**, the Contractor certifies that the reference projects are similar in scope and that the site superintendent will be dedicated to this project full-time for the duration of construction.

Document Order-of-Precedence

The following is the order-or-precedence for resolving conflicts within the Contract Documents. The City's Project Manager will resolve any conflicting information with the grant documents and in the event a conflict persists after applying this order-of-precedence. The goal is to determine a resolution which best promotes the health, safety, and welfare of the public, property, structures, the environment, the design intent, and/or the City's best interests. In all cases, the City's Project Manager's decision shall be final.

1. Technical specifications, which shall take precedence over,
2. Construction Drawings:
3. GDOT Standard Specifications.
4. General Conditions.
5. Agreement.

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. 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 maybe in conflict with his work. No claims will be considered for extra compensation.
3. 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.
4. All testing of materials shall be in accordance with GDOT specifications.
5. 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. Sod is to be replaced "in kind".
6. The Contractor is responsible for notifying all affected Property Owners prior to commencement of work with projected schedules of work activities along the frontage of the

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

property.

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.
5. The general descriptions for each work item are described in the Technical Specifications, supplemented by the Measurement and Payment section of the Technical Specifications. Where the Technical Specifications are silent, the current edition of Georgia Department of Transportation's standards and specifications shall provide guidance. Any conflicts which might occur during the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Order-of-Precedence contained in this Specifications and Scope of Work Exhibit.
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", "City Project Manager," and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia, Public Works Designee".
8. Murphey Candler Park may have organized sports activities during the week beginning at 5:30 p.m. and all-day on Saturdays. Access to all fields, field houses, concessions, pavilions, restrooms, parking, and equipment storage facilities must be accessible to the public during these times. No construction area, laydown yard, equipment, vehicles, supplies, waste, etc. shall be accessible to the public. Barriers which separate the public from construction are required.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

9. The City generally allows work to occur Monday through Friday between 7:00 A.M. to 7:00 P.M, and Saturday 8:00AM to 5:00 PM except where otherwise noted. The successful Bidder shall coordinate with the Director of Parks and Recreation and Murphey Candler Baseball to establish restrictions based on park and baseball association schedules.
The worksite is closed outside these limits. No work is permitted on city-observed holidays. Saturday work shall require special written permission from the City along with a 72-hour advance notification to the project manager.
10. Contractor shall have all vehicles marked with their company name.
11. The Contractor will participate in one overall contract pre-construction meeting at the 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 or additional meetings to ensure project execution.
12. Two-week outlook schedules will be provided each Friday by 12:00 p.m. Special notation of days which will use flagging or other lane closure methods for short-term stationary work (work that occupies a location for more than 1 hour within a single daylight period) between the allowed 9:00 AM to 4:00 PM. MUTCD low volume traffic control methods are prohibited for this project.
13. 72-hour notice noticed must be posted of any parking restrictions needed to satisfactorily complete phased work as well as individual notice provided to properties with frontages to the work area. In addition, if access to properties is to be impacted, individual notice shall be provided at least 72-hours in advance.
14. 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. If a pay item in which the contractor believes will exceed the quantity is identified, it must be approved by the engineer prior to installation. City may adjust quantities or execute a contract change order to resolve work to be performed.
15. 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.
16. The City of Brookhaven will not provide restroom facilities. The Contractor is expected to provide such facilities for the duration of the project.
17. The Contractor 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 in regard to the project for any safety, signage, erosion control, or other emergency as needed.
18. The contractor shall obtain permission from any private property owner on whose property construction equipment may be parked (this includes Murphey Candler Baseball). Failure to

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

obtain permission from property owners may result in citations. Limited space for parking of equipment may be available at city owned parks, depending on the schedule of events at the park.

19. The Contractor's performance will be measured based on the following:
 - Compliance with the Scope of Work
 - Meeting the agreed upon schedule dates
 - Submission of all deliverables as specified
 - Quality of workmanship
20. The Engineer makes the final decision on questions regarding the Contract, including:
 - Work quality and acceptability
 - Manner of performance of the work
 - Drawing and specification interpretation
 - Contract fulfillment
 - Time and progress rate
 - Measurement and payment
21. Failure to enforce a Contract part does not waive enforcement of any Contract provision.
22. The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made
23. Field changes during construction must be submitted for review and approval by the Engineer before changes are implemented.
24. As-built drawings shall be furnished to the City at the conclusion of the project in both an electronic and hard copy formats.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Supplemental Technical Specifications

SECTION 1.0: SUPPLEMENTAL REQUIREMENTS

The supplemental requirements identified in this document are intended to supplement the Georgia Department of Transportation (GDOT) standard front-end documents, basis for payment items, and/or standard technical specifications due to the specialty nature of this streambank restoration project.

In the event a bid item, basis of payment, technical specification, or requirement conflicts with GDOT Standard Specifications or contract documents, the Contractor shall alert the Engineer and Owner to request written clarification before proceeding.

1.01: Measurement and Payment

A. Supplemental Bid Items

The supplemental bid items identified below correspond with the bid form for this project and are intended to clarify measurement and payment of items that are not described in the GDOT standard front-end documents, basis for payment items, and/or standard technical specifications. Each item provides instructions relating to the measurement for the item and the payment provisions.

D.01 Stacked Rock Wall

- Method of measurement: The quantity of stacked rock wall measured for payment will be the actual linear feet of structure installed and accepted by the Engineer. All measurement will be made in the horizontal plane. Materials shall include filter fabric, structure stone, seed, and coir matting. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of payment:

Stacked Rock Wall Linear Feet (LF)

D.02 Rock Toe

- Method of measurement: The quantity of rock toe will be the actual linear feet measured that is installed and accepted by the Engineer. All measurement will be made in the horizontal plane. Materials shall include filter fabric, structure stone, seed, and coir matting. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

- Basis of payment:

Rock Toe.....Linear Feet (LF)

D.03 Rock Toe without Footer

- Method of measurement: The quantity of rock toe without footer will be the actual linear feet measured that is installed and accepted by the Engineer. All measurement will be made in the horizontal plane. Materials shall include filter fabric, structure stone, seed, and coir matting. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of payment:

Rock Toe without Footer..... Linear Feet (LF)

D.04 Boulder Clusters

- Method of measurement: The quantity of boulder clusters measured for payment will be the number of boulder clusters installed and accepted by the Engineer. For the purposes of measurement, it is assumed that a boulder cluster consists of three boulders placed together in the bed of the stream. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of payment:

Boulder Clusters..... Each (EA)

D.05 Rock Cross Vane

- Method of measurement: The quantity of rock cross vane in-stream structures to be measured for payment will be the actual number of structures installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of payment:

Rock Cross Vane.....Each (EA)

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

D.06 Soil Layer Lift

- Method of measurement: The quantity of soil layer lift will be the actual square yards measured that is installed and accepted by the Engineer. All measurement will be made in the vertical plane. Materials shall include coir matting and soil.

- Basis of payment:

Soil Layer Lift Square Yards (SY)

D.07 Daily Water Diversion/Pump Around

- Method of Measurement: The pump around dewatering operations shall be paid as a lump sum bid item. The payment will be considered the full compensation for all materials (including impervious dikes and silt screens), sediment bag/special stilling basin, labor, equipment and related expenses.

- Basis of Payment:

Pump Around Lump Sum (LS)

D.08 Coir Fiber Matting

- Method of Measurement: The quantity of coir fiber matting to be installed will be the actual square yard measured that is installed and accepted by the Engineer. The payment will be considered the full compensation for all material, labor, equipment and related expenses.

- Basis of Payment:

Coir Fiber Matting Square Yards (SY)

D.09 Bare Root Seedlings

- Method of Measurement: Bare roots shall be measured for payment will be the actual number of plants installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of Payment:

Bare Root Seedling Each (EA)

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

D.10 Live Stakes

- Method of Measurement: Live stakes shall be measured for payment will be the actual number of plants installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of Payment:

Live Stakes Lump Sum (LS)

D.11 Cascade

- Method of measurement: The quantity of cascade in-stream structures to be measured for payment will be the actual number of structures installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of payment:

CascadeEach (EA)

D.12 Rock N’ Roller (5-Step and 3-Step)

- Method of measurement: The quantity of rock n’ roller in-stream structures to be measured for payment will be the actual number of structures installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of payment:

Rock N’ Roller (5-Step and 3-Step)Each (EA)

D.13 Step Plunge Pool

- Method of measurement: The quantity of step plunge pool in-stream structures to be measured for payment will be the actual number of structures installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

- Basis of payment:

Step Plunge Pool Each (EA)

D.14 Temporary Seeding

- Method of Measurement: Temporary Seeding shall be measured for payment will be the actual acreage or fractional acreage measured that is installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of Payment:

Temporary Seeding Acreage (AC)

D.15 Permanent Seeding

- Method of Measurement: Permanent Seeding shall be measured for payment will be the actual acreage or fractional acreage measured that is installed and accepted by the Engineer. The payment will be considered as full compensation for all material, labor, equipment and related expenses.

- Basis of Payment:

Permanent Seeding Acreage (AC)

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

1.02: Construction Scheduling, Coordination and Sequencing

A. Supplemental Requirements

Construction work under this contract shall have the least amount of interferences with the operations of existing park facilities, especially the playing fields and parking lots at the Murphy Candler Little League property. Existing facilities must be maintained in continuous operation at all times during the course of the work under this contract, unless otherwise shown on the Drawings..03:

1.03: Field Services

A. Supplemental Qualifications of Surveyor or Engineer

1. Licensed Land Surveyor shall be currently registered in the state of Georgia.

B. Supplemental Survey Reference Points

1. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.
2. Make no changes or relocation of the reference points without prior written notice of the Owner.
3. Report to the Owner when any reference point that is lost or destroyed, or that requires relocation because of necessary changes in grades or locations.
4. Require the surveyor to replace Project control points that may be lost or destroyed at no additional cost to the Owner.

C. Supplemental Project Survey Requirements

1. Establish permanent benchmarks, at a maximum spacing of 500 feet, along the alignment. Permanent benchmarks shall be referenced to data established by survey control points.
2. Record the location of the permanent benchmarks, with horizontal and vertical data, on the Project Record Documents.
3. Maintain a complete, accurate log of all control and survey work as it progresses.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

1.04: Supplemental Project Record Documents

A. Contractor shall maintain at the site one record copy of:

1. Drawings.
2. Addenda.
3. Change orders and other modifications to Contract.
4. Field orders, written instructions, or clarifications.
5. Approved submittals.
6. Field test records.
7. Construction photographs and videos.
8. Associated permits.
9. Certificates of inspection and approvals.
10. Building Permits

B. Pre-Construction Video

Prior to any site disturbance, Contractor shall prepare an existing conditions pre-construction audio-visual survey of the project site and submit to Owner prior to the first request for payment. Pre-construction video format shall be high-resolution DVD or digital file in accordance with the DVD Forum. Video display shall show location, description of existing structures and landscaping, including existing features, date, address, and compass direction of travel and view. Footage shall be correlated to plan stationing and sheet number. Vulnerable, damaged, or deteriorated areas within the zone of influence shall be shown.

C. Record Drawings

For periodic review at the discretion of the Owner, deliver one marked up set of record drawings to the Owner current with the most recent submitted request for payment. The record documents shall consist of: "Red Line" record drawings; and "Red Line" specifications. Certified record drawings shall be submitted to the owner at the end of construction.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

SECTION 2.0: Earthwork

2.01: Additional Tree Removal

- **Scope:** Any additional tree removal work shall be performed on an as-needed basis to complete the construction of the project with the prior written approval of the Engineer and/or Owner.

SECTION 3.0: IN-STREAM STRUCTURES

3.01: Structure Stone/Boulder Selection:

- **Scope:** Structure stone consists of several different classes of approved stone that is utilized to construct structures in and along the stream and at other locations designated on the Plans or directed by the Engineer. It is the Contractor’s responsibility to furnish, weigh, stockpile, re-handle, place, and maintain the structure stone. Additionally, the Contractor must dispose of any stone not incorporated into the project. The Contractor shall place structure stone, in locations shown on the Plans or as directed by the Engineer, to the thickness, widths, and lengths as shown on the Plans or directed by the Engineer. All stone shall be placed neatly and uniformly with an even surface. Certain devices may require hand placement to obtain correct size and dimension.

The quantity of structure stone to be installed will be affected by the actual conditions that occur during the construction of the project and may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

- **Materials:** Structure Stone shall consist of natural fieldstone, natural river rock, or blasted quarry stone. The stone shall be sound, tough, dense, resistant to the action of air and water, and suitable in all respects for the purpose intended.

All stone shall meet the approval of the Engineer. The size of an individual stone particle will be determined by measuring its diameter across the intermediate axis.

The following materials shall meet the requirements of the Georgia Department of Transportation's Standards and Specifications:

Coarse Aggregate, No. 5 Stone.....	Section 800
Coarse Aggregate, No. 57 Stone.....	Section 800
Coarse Aggregate, No. 67 Stone.....	Section 800
Plain Rip Rap, Type 1.....	Section 603
Plain Rip Rap, Type 3.....	Section 603

Other Structure Stone shall meet the requirements of the following:

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

ACCEPTANCE CRITERIA FOR STRUCTURE STONE

CLASS	REQUIRED STONE SIZES –INCHES		
	MINIMUM	MIDRANGE	MAXIMUM
SMALL COBBLE	2	4	6
COBBLE	5	8	12
LARGE COBBLE	5	10	17
XXL-COBBLE	9	14	23
BOULDER	18*	36	48

*** NOTE: NO BOULDER DIMENSION SHALL BE SMALLER THAN 18 INCHES**

No more than 5.0% of material in a particular classification may be less than the minimum size specified and no more than 10.0% may exceed the maximum size specified.

Boulder minimum and maximum dimensions shall be strictly adhered to. Boulders of the appropriate dimensions shall be **individually picked**. Boulders shall be relatively flat on either side in the same dimension, preferably the long dimension. Rectangular boulders are preferred; round boulders will not be accepted. Boulder sizes may vary based on the rock available, however, boulders of approximate size 18" x 18" x 24", 24" x 24" x 30", 24" x 36" x 36", 24" x 36" x 48" are preferred. The Engineer shall approve the maximum dimension of all boulders.

The Engineer shall approve the boulder selection prior to in-stream structure placement to ensure conformity with the specifications. If the Engineer rejects the boulders, the contractors shall replace at no cost to the owner.

3.02: Rock Cross Vane

- **Scope:** The work covered by this section consists of the construction and maintenance of grade control structures placed in and along the stream at locations designated on the Plans to direct the stream flow toward the center of the channel (thalweg). The structure serves to assist in maintaining the upstream grade while promoting scouring of a downstream pool. A rock cross vane is primarily used for grade control and streambank protection. The design shape is roughly that of the letter "U".

- **Materials:** Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Road Standards and Specifications for Filter Fabric for Embankment Stabilization.

Structure Stone shall meet the requirements of the Section "Structure Stone".

- Construction Methods:

All cross vanes shall be constructed according to the Plans or as directed by the Engineer. An

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

excavator with a bucket that contains a hydraulic thumb shall be used to place boulders. Footer rocks are placed in the channel bottom for stability. Header rocks are then placed on top of these footer rocks. Header rocks in the middle of the channel make up the cross portion. The header rocks of the cross shall be placed such that the top of the header rock is at an elevation equal to or just below the proposed bed elevation. Header rocks on the side, or wing portion, shall be placed in such a manner as they slope up from the bed elevation at the cross portion, to the bank at no greater than a 7% slope and meet the bank at approximately an 18-degree to 30-degree angle. Header and footer rocks at both banks shall be tied securely into the bank in such a way that eliminates the possibility of water diverting around them. Water flowing downstream is forced over the rocks towards the middle of the channel on either side of the structure, effectively scouring out a pool below. Rocks placed at the apex, or cross portion, hold back streambed material and prevent it from washing downstream. Rock sills are constructed perpendicular to the channel at the downstream end of the wing to prevent the stream from cutting around the structure in high flows. The rock sills shall extend perpendicular from the streambank to the existing stream valley wall as shown on the plans.

Footer rocks shall be set such that they extend a minimum 8" beyond the extents of the header rocks on the inside of the cross-vane. This will ensure that the flow will spill over the header rock and onto the footer rock to act as an energy dissipater on the interior of the cross vane. Individual rocks shall be fitted tightly such that water flows over the device and not through the individual rocks. Except as noted below the header and footer boulders must be placed such that the ends butt up against each other. The structure shall be constructed such that there are no gaps between the rocks. No gaps between any other boulders will be accepted. However, where voids occur between boulders due to the jagged surfaces, structure stone shall be hand placed from both the upstream and downstream sides of the structure to fill the voids. At the end of the wing portions of the cross vane, a large sill a minimum of 6 feet (Structure Stone, Class Boulder) shall be placed in a trench below the bankfull elevation and backfilled with soil. Rocks less than 24" along any dimension or rocks not acceptable for use in other structures may be utilized in construction of the sill and to fill in gaps between header rocks.

Vane angles may be skewed to less than the angle of departure from the bank that is specified in the detail.

After the boulder portion of the structure is constructed, a trench shall be dug on the upstream side along the structure. The trench shall extend at least to the bottom of the footer rocks. A non-woven geotextile fabric shall be placed in the trench and backfilled with No. 57 stone. Fabric that overlaps the header rocks must be trimmed after backfilling with stone, so that a maximum of 2 inches is exposed. Minor modifications to the structure may be necessary after water has been returned to the channel.

3.03: Rock N' Roller

- **Scope:** The work covered by this section consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the Plans to direct the stream

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

flow toward the center of the channel (thalweg). A rock n' roller is primarily used for energy dissipation and to re-direct the thalweg through a sinuous path along the channel bed.

- **Materials:** Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Road Standards and Specifications for Filter Fabric for Embankment Stabilization.

Structure Stone shall meet the requirements of the Section "Structure Stone".

- **Construction Methods:** Rock n' rollers shall be constructed according to the rock n' roller detail shown on the plans or as directed by the Engineer. Rock n' roller step configurations can be arranged with 3- Steps and 5-Steps as indicated on the plans. Each step of the structure should extend diagonally across the channel with a minimum 5 percent slope from the streambank down towards the upstream bed elevation. The top elevation of the step will decrease from ½ bankfull elevation toward the center of the channel at a minimum slope of 5 percent. Thalweg rocks (shown as hatched on the plans) should be depressed 3-4" lower than other rocks in the structure to concentrate the flow path. Rock steps are locked together and anchored into the bank by a structure class stone. Vanes shall extend into the streambank a minimum of 5' Place Type 2 filter fabric at the upstream side of the vane rocks and backfill with washed bed material or cobble stone.

Minor modifications to the structure may be necessary after water has been returned to the channel. The structure must meet approval by the Engineer.

3.04: Rock Toe

Scope: The work covered by this section consists of the construction and maintenance of physical barriers placed along the stream at locations designated on the Plans for bank stabilization. The rock toe is primarily used for streambank protection.

- **Materials:** Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Standard Specifications for Filter Fabric for Embankment Stabilization.

Coir Matting shall meet the requirements of the section "Coir Matting".

Structure Stone shall meet the requirements of the Section "Structure Stone".

- **Construction Methods:** Rock toe shall be constructed according to the rock toe detail shown on the plans or as directed by the Engineer. Face stones shall be stacked and placed without gaps. Backfill behind face stone shall installed in accordance with the rock toe detail.

Minor modifications to the structure may be necessary after water has been returned to the channel. The structure must meet approval by the Engineer.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

3.05: Rock Toe without Footer

- **Scope:** The work covered by this section consists of the construction and maintenance of physical barriers placed along the stream at locations designated on the Plans for bank stabilization. The rock toe without footer is primarily used for streambank protection.

- **Materials:** Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Standard Specifications for Filter Fabric for Embankment Stabilization.

Coir Matting shall meet the requirements of the section "Coir Matting".

Structure Stone shall meet the requirements of the Section "Structure Stone".

- **Construction Methods:** Rock toe without footer shall be constructed according to the rock toe without footer detail shown on the plans or as directed by the Engineer. Face stones shall be stacked and placed without gaps. Backfill behind stone shall be installed in accordance with the rock toe without footer detail. The structure stone shall be embedded into the channel bed a minimum of 6 inches to prevent undercutting.

Minor modifications to the structure may be necessary after water has been returned to the channel. The structure must meet approval by the Engineer.

3.06: Stacked Rock Wall

- **Scope:** The work covered by this section consists of the construction and maintenance of physical barriers placed along the stream at locations designated on the Plans for bank stabilization. The stacked rock wall is primarily used for streambank protection on steep banks.

Materials: Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Standard Specifications for Filter Fabric for Embankment Stabilization.

Structure Stone shall meet the requirements of the Section "Structure Stone".

No. 57 stone Section 3.01

- **Construction Methods:** Stacked Rock Wall shall be constructed according to the detail shown on the Plans; field conditions may dictate changes as directed by the Engineer. Stacked Rock Wall shall be for bank stabilization in areas dictated on the plans or directed by Engineer. Install Bed Material to the depths shown on the plans. The Engineer shall approve the boulders selection prior to structure placement to ensure conformity with the specifications and field conditions.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Install drainage geotextile atop subgrade elevation. Install bedding material atop geotextile to the depth and width required to meet existing ground as shown on the Plans.

Install footer stones set back away from the stream bed from the toe of slope as shown on the Plans. Footer stone shall be installed atop drainage geotextile/bedding material. Footer stones shall be placed so the top of the stone is at or just below the toe of slope elevation.

Install additional tiers of boulders atop the footer stones at the setbacks shown on the Plans, with the number of additional tiers determined by the callouts on the plans or at direction of Engineer. The tiers shall be supported by the porous backfill covered with drainage geotextile as shown on the Plans. Install plants, seed, and Coir Matting as shown on the Plans

Key in the ends of the Stacked Rock Wall to existing ground or proposed grade using backfill shown on the plans at a 4:1 slope.

Minor modifications to the structure may be necessary after water has been returned to the channel. The structure must meet approval by the Engineer.

3.07: Step Plunge Pool

- **Scope:** The work covered by this section consists of the construction and maintenance of a step plunge pool to direct overland flow into the channel at the location indicated on the plans. A step plunge pool is primarily used for energy dissipation.

- **Materials:** Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Road Standards and Specifications for Filter Fabric for Embankment Stabilization.

Structure Stone shall meet the requirements of the Section “Structure Stone”.

- **Construction Methods:** Step plunge pool shall be constructed according to the “Step Plunge Pool” detail shown on the plans or as directed by the Engineer. Header and foot rocks used in the structure shall be boulders. The step plunge pool shall extend along the bank and key into the toe of slope with rock toe protection to prevent undercutting. Rock steps are locked together and anchored into the bank by a structure class stone. Attach filter fabric at the upstream side of the vane with Type 2 filter fabric and fill with washed bed material or cobble stone. The nonwoven filter fabric shall be securely fastened to the back of the rock using galvanized roofing nails on approximately 8 inches (200 mm) centers.

Minor modifications to the structure may be necessary after water has been returned to the channel. The structure must meet approval by the Engineer.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

3.08: Cascade

- **Scope:** The work covered by this section consists of the construction and maintenance of a cascade to direct overland flow into the channel at the location indicated on the plans. A step plunge pool is primarily used for energy dissipation.

- **Materials:** Filter fabric shall meet the requirements of Section 455 of the Georgia Department of Transportation Road Standards and Specifications for Filter Fabric for Embankment Stabilization.

Structure Stone shall meet the requirements of the Section "Structure Stone".

- **Construction Methods:** Cascade shall be constructed according to the "Cascade" detail shown on the plans or as directed by the Engineer. Header and foot rocks used in the structure shall be stackable boulders. The cascade shall extend along the bank and key into the toe of slope with rock toe protection to prevent undercutting. Rock steps are locked together and anchored into the bank by a structure class stone. Attach filter fabric at the upstream side of the vane with Type 2 filter fabric and fill with washed bed material or cobble stone. The nonwoven filter fabric shall be securely fastened to the back of the rock using galvanized roofing nails on approximately 8 inches (200 mm) centers.

Minor modifications to the structure may be necessary after water has been returned to the channel. The structure must meet approval by the Engineer.

3.09 : Boulder Clusters

- **Scope:** The work covered by this section consists of boulders placed at alternating locations, left of center then right of center, etc., along the existing streambed in a manner as to create a meander of the flow path along the riffle. Individual stones are placed in a manner that directs flow towards the center of the channel so as not direct flow around the stone and into the bank.

- **Materials:** Structure Stone shall meet the requirements of the Section "Structure Stone".

- **Construction Methods:** Boulders shall be installed in the areas shown on the Plans for boulder clusters. The Engineer shall approve the Boulder selection prior to in-stream structure placement to ensure conformity with the specifications and field conditions. The Contractor shall make adjustments as directed by the Engineer after observation of the behavior of flow in the areas of Boulder placement for boulder clusters at no additional cost.

3.10 : Soil Layer Lifts

- **Scope:** The work covered by this section consists of the construction and maintenance of stream bank protection measures placed along the stream at locations designated on the Plans for bank

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

stabilization.

Soil Layer Lifts consist of a series of soil layers wrapped in coir fiber matting as shown on the Plans. The Soil Layer Lifts will be applied above stacked rock wall.

- **Materials:** Coir fiber matting shall meet the requirements of the Section “Coir Fiber Matting”.

- **Construction Methods:** Soil Layer Lifts shall be constructed according to the detail shown on the Plans; field conditions may dictate changes as directed by the Engineer. The limits of the Soil Layer Lift application (length, width, and height) may be affected by the actual conditions at the time of project construction and may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Install excavated materials wrapped in coir matting in lift layers as per the dimensions as shown on the Plans. Install as many lift layers as needed so that top of the top lift layer meets existing top of streambank elevation. Install Live Stakes at three (3) feet on-center into the top coir blanket lift layer. Alternatively, and at the Direction of the Engineer, sod mats may be used in place of coir wrapped lifts, as shown on the plans.

Plant, seed, and install sod mats directed on the Plans.

3.11: Coir Fiber Matting

- **Scope:** The work covered by this section consists of the construction and maintenance of stream bank protection measures placed along the stream for bank stabilization. Coir fiber matting is to be placed on any disturbed ground for stabilization.

- **Materials:** Coir fiber matting shall meet the requirements of the Section “Coir Fiber Matting”. Coir fiber matting shall meet the following specifications:

Physical Specification (Roll)	
Material	100% (coconut fiber) coir twine woven into a high strength matrix
Thickness	0.30 inch minimum
Tensile Strength	1348 x 626 lb/ft. minimum
Elongation	34% x 38% maximum
Flexibility	65030 x 29590 mg-cm
Flow Velocity	Observed 11 ft./sec.
Weight	20 oz./SY
Size	6.6 x 164 ft. (120 sy) or (100 sm)
“C” Factor	0.002
Open Area (measured)	50%

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Stakes shall be hard wood with a minimum length of 24 or 36 inches depending on stake location. Stakes shall have a notch cut two inches from the top of the stake. The notch must be able to sufficiently grab and retain matting when installed. Upon request, the Engineer may allow a nail to be driven in the stake at an angle of approximately 45 degrees and pointed towards the ground in lieu of the notch. The nail must be embedded into the stake a minimum of one inch and must have a minimum of two inches extending out from the stake. Stakes shall be of sufficient thickness for soil penetration without cracking or breakage.

- Construction Methods:

1. Coir fiber matting, erosion control blankets, and synthetic roving shall be installed immediately following seeding and mulching operations. Water shall not be diverted into new channels until matting is installed. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the matting with the soil. The matting shall be pressed into the soil to ensure good contact with the soil. Take care to preserve the required line, grade, and cross section of the area covered. The matting shall be staked according to the Plans unless otherwise directed by the Engineer.
2. Coir fiber matting shall be unrolled and applied without stretching such that it will lie smoothly but loosely on the soil surface. There are to be no creases or bulges in the matting. Bury the top slope end of each piece of matting in a narrow trench at least 6 in. deep by 6-in. wide and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upstream roll over the buried end of the downstream roll so there is a minimum one-foot overlap. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting a minimum of one foot where 2 or more widths of matting are installed side by side. Construct minimum one-foot wide check folds in the matting every 50 ft. longitudinally, or as directed by the Engineer.
3. Coir fiber matting shall have hardwood stakes placed across the ends, sides, junctions, check trenches, and the toe of the channel bank at a spacing of approximately 2.5 ft. apart. Interior stakes may be spaced at approximately 2.5 ft. apart. Stakes are to be a minimum of 24 inches in length. The stake notch or nail shall face upslope. The Engineer may require adjustments in the trenching or staking requirements to fit individual site conditions.

SECTION 4.0: EROSION AND SEDIMENT CONTROL

- **Scope:** Erosion and Sediment Control methods shall meet the latest GDOT specifications and requirements and the requirements per the Georgia Manual for Erosion and Sediment Control, latest edition.

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

SECTION 5.0: DAILY WATER DIVERSION/PUMP AROUND

5.01: General

The work covered by this section consists of water diversion/pump arounds use to redirect flow. Water diversions/pump arounds are used for flows exceeding 5 cubic feet per second (cfs) and no more than 10 cfs to divert water around the area where work is being done. Daily water diversion/pump around is required only when active construction activities are being undertaken in the channel or along channel banks.

5.02: Materials

Water Diversion/Pump Around

It shall be the responsibility of the contractor to provide all pumps, hose, materials, apparatus, fuel, pipe, and maintenance required to maintain pumping/diversion activities required during construction for the duration of the project.

Impervious Dike/Rock Silt Screen

Acceptable materials for the Impervious Dike/Rock Silt Screen shall include, but not be limited to, sheet piles, woven polypropylene sandbags, and polypropylene, polyethylene, or other impervious fabric. Earth material that is silty or otherwise likely to cause sedimentation shall not be used to construct an impervious dike.

Sediment Bag/Special Stilling Basin

Permeable fabric bags used for special stilling basins shall trap sand, silt, and fines as sediment-laden water is pumped into it. This device shall be constructed such that it is portable and can be used adjacent to the section of stream construction. Unless the Engineer gives written exception, the special stilling basin(s) bag shall be constructed to a size of 10' x 10' and made from a non-woven fabric. It shall have a sewn-in spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seams shall have a minimum wide width strength as follows:

Test Method	Minimum Specifications
ASTM D-4884	60 lb/in (10.7 kg/cm)

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength, and permeability:

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Property	Test Method	Minimum Specifications	
		Units	Value
Weight	ASTM D-3776	oz/yd	8
Grab tensile	ASTM D-4632	lb	200
Puncture	ASTM D-4833	lb	130
Flow rate	ASTM D-4491	gal/min/sf	80
Permittivity	ASTM D-4991	1/sec	1.5
UV Resistance	ASTM D-4355	%	70

5.03: Construction Method

Impervious Dike/Rock Silt Screens

Impervious dikes and rock silt screens shall be constructed at locations as shown on the Plans or as directed by the Engineer. Clear and grub all side slopes of the channel. Construct the impervious dike or rock silt screen across the entire width of the channel. Rock silt screens may be converted to Stone impervious dikes, and vice versa, with the addition or removal of impervious fabric

Water Diversion/Pump Around

1. Install temporary impervious dikes as shown in the Plans. Pump/divert water around the work site. If the water is turbid or exposed to bare soil, pump through a special stilling basin. Follow the detail for the pump-around/pipe diversion. Once the work is complete in the construction area, impervious dikes, pumping systems, and/or diversions shall be removed or relocated. Water diversions/pump arounds shall comply with permit requirements. The Contractor shall install and maintain temporary construction entrances in accordance with the details in the Plans. Construction entrances shall meet the requirements of the "Manual for Erosion and Sediment Control in Georgia" for Silt Fence. A minimum 15' radius will be used at the tie-ins to the existing roadway. The stone shall be rolled or tamped to provide an even stable surface. Periodic topdressing will be required during the construction phase to maintain the entrances.
2. After completion of the project, construction entrances will be removed. The contractor shall, as a minimum, return construction entrances to their pre-construction condition and repair and re-seed any eroded areas that have resulted from construction activities.

Sediment Bag/Special Stilling Basin

1. The Contractor shall install the special stilling basin in accordance with the details in the Plans and at locations as directed by the Engineer. The special stilling basin(s) shall be placed so the incoming water flows into and through the basin without causing erosion. When using a permeable fabric bag, the neck or spout of the bag shall be tied off tightly to stop the water from flowing out of the bag without going through the walls.

SPECIFICATIONS AND SCOPE OF WORK

2. The special stilling basins(s) shall be replaced and disposed of when it is 3/4 full of sediment, when it is impractical for the basin to filter the sediment out at a reasonable flow rate, or when it becomes damaged (punctured or torn bag).
3. The Contractor shall be responsible for providing a sufficient quantity of material (bags, etc.) to contain silt from pumped effluent during construction of the stream.

SECTION 6.0: Planting

The work covered by this section consists of furnishing, installing, and maintaining all vegetative plantings at locations described on the Plans, Project Manual, and as directed by the Engineer. The work includes planting bed preparation, initial planting, plant establishment, watering, and replacement planting. Seeded and mulched areas that have been disturbed from the Vegetation Planting operation shall receive further Seeding and Mulching. The Contractor shall perform the work in a careful, workmanlike manner that will promote the continued life and healthy growth of all plants in their final location. **The Plant List in the Plans gives the particular species to be used for Vegetation Plantings.**

The Planting Supervisor shall be on-site during all Vegetative Planting operations. The Planting Supervisor is responsible for managing the Vegetative Planting operations, including but not limited to ordering vegetation, site preparation for planting, planting operations, quality control inspections, and managing plant competition. Activities associated with Vegetative Plantings that are not supervised by the Planting Supervisor may be halted by the Engineer and may not be approved for payment.

The Contractor or Planting Supervisor shall locate sources for all specified vegetation and place orders immediately following notice to proceed. Requests for substitutions shall be submitted to the Engineer within two weeks of notice to proceed.

The Contractor shall extend warranty for 70% of temporary and permanent seeding, 80% of bare-roots and live stakes and 100% of ball and burlaps against defects, including mortality and poor growth, except for defects resulting from abuse by other parties and abnormal weather conditions.

No planting shall be done when the temperature is below 32°F, when soil to be excavated for the plant hole is frozen, when the sides or bottom of the plant hole are frozen, or when the soil to be used for backfilling is frozen or too wet. **No trees shall be planted in utility easements or under utility lines, whether or not indicated on the plans.** The Contractor shall consult the Engineer for direction on the type of vegetation to plant in utility easements and under utility lines. Generally, vegetation plantings shall be minimized or eliminated in these areas. When allowed, only low-growing vegetation shall be permitted.

In digging, loading, transporting, unloading, planting, or otherwise handling plants, the Contractor shall exercise utmost care and use adequate precautions to prevent injury to or

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

drying out of the trunk, branches, or roots as well as prevent freezing of the plant roots. Container vegetation must always be handled by the container and never by the tops of the plants. Unless directed otherwise by the Engineer, vegetative plantings shall be dormant at the time of acquisition and planting but living based on the presence of young buds and green bark. Vegetation Plantings shall be installed between November 15 and May 15, unless directed otherwise by the Engineer.

During periods of dry weather, the Contractor shall be required to irrigate vegetation plantings. Dry weather includes any period of 8 days with no rainfall. The volume of irrigated water shall be a minimum of a ½ inch over the planted area. The application rate shall not create overland erosion.

6.01: Permanent and Temporary Seeding

- **Scope:** The work includes seedbed preparation; furnishing, placing, and incorporating soil amendments, fertilizer and seed; compacting the seedbed; furnishing, placing, and securing mulch; and performing other operations necessary for the permanent establishment of vegetation. Seeding is divided into two categories: temporary and permanent. Temporary mixtures include annual ground covers that grow quickly. Permanent mixtures include native, perennial ground covers that may take significant time to germinate. Both temporary and permanent seeding is to be sown together unless the construction sequence requires a later disturbance of the area that will destroy the permanent ground cover. The temporary seed will sprout quickly and provide a ground cover that stabilizes the soil and minimizes erosion and sedimentation. At the turn of the season, the temporary seed will die off. However, the permanent seed will have had additional time to germinate and grow, becoming a ground cover that can reduce erosion and sedimentation.

The Contractor is responsible for establishing and maintaining vegetation on all disturbed areas. Disturbed areas shall be seeded, fertilized, mulched, and tacked within three days of the completion of construction activities in that area. Disturbed areas must be vegetated within timeframes dictated by permit requirements. When the Contractor fails or neglects to diligently pursue the control of erosion and siltation, the Engineer may suspend the Contractor's grading operations. If an area is disturbed after initial vegetation establishment **or** vegetation otherwise fails to become established, the Contractor is required to do all work necessary to prepare, reseed, and mulch the area until vegetation is established using a combination of temporary and permanent seed. No additional compensation shall be made for this effort. This may require several supplemental seeding and mulching and/or multiple seeding and mulching applications. In locations where disturbance of the area at a later time is inevitable, but erosion control requirements oblige the Contractor to establish a vegetative cover, the Contractor shall use a temporary seed mixture. Once land disturbing activities cease, a temporary/permanent seed mix combination and fertilizer may be applied to the area. Temporary seeding shall be applied in conjunction with permanent seeding whenever viable. Fertilizer is only to be used with the permanent seeding.

When a summer mix is used in the initial application of the temporary/permanent seed combination, a winter mix shall be applied in the month of October. When a winter mix is

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

used in the initial application of the temporary/permanent seed combination, a summer mix shall be applied in the month of April. The Engineer shall provide written notification to the Contractor if both a winter and summer seeding application is not warranted.

All applications of seed, will include the application of fertilizer, amendments, and mulch according to the recommended rates.

Seed mixtures will vary by the specific planting location. These locations are termed zones and are further defined on the Planting Plan, Planting Schedule, and in the Project Manual. In general, a temporary and a permanent seed mix shall be combined to form the final mixture for seeding. The planting rate of the combined mixture shall equal the sum of the planting rates for the temporary and permanent seeding mixtures. The planting zone dictates the permanent seed mixture, while the planting date determines the associated temporary seed mixture. The following table summarizes seeding rates:

Seed Mix	Type	Seeding Rate (lbs./acre)
Winter	Temporary	50
Summer	Temporary	50
All	Permanent	25

- **Material:** Seed shall meet the requirements of Section 890 of the Georgia Department of Transportation Standard Specifications for Seed and Sod. Only certified seed shall be allowed unless the Engineer specifies otherwise in writing. **The Planting Schedule in the Plans gives the particular variety of seed used in the permanent and temporary seed mixtures as well as the planting zones.** Seed mixtures shall be a minimum of 75% pure live seed (PLS). The Contractor shall submit a copy of the seed label to the Engineer for approval. The label shall provide detailed information including, but not limited to, germination rates, noxious weed seeds, date and location of harvest. The Contractor shall not accept seed from a vendor who cannot supply this information about the viability, purity, and provenance of the seed. Wet seed or seed that is moldy or otherwise damaged in transit or storage is not to be used.

Mulch shall meet the requirements of the Georgia Department of Transportation Standard Specifications for Mulch for Erosion Control.

Mulch applied by means of a hydro-seeder shall be a wood/cellulose fiber mixture that contains equal portions of wood fiber material and cellulose fiber material. Wood fiber hydro-seeding mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. Cellulose fiber hydro-seeding mulch shall be made from recycled magazine stock products that are shredded into small pieces for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. The mixture shall remain in uniform suspension in

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

water under agitation and blend with grass seed and fertilizer to form homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed and contain no germination or growth-inhibiting factors. It shall be dyed (non-toxic) an appropriate color (i.e. green) to facilitate the application of material. Suppliers shall be prepared to certify that laboratory and field- testing of their product has been accomplished and that it meets all of the foregoing requirements based upon such testing.

Binding material for straw mulch shall be undiluted emulsified asphalt for tacking material.

- **Methods:** The seedbed shall be prepared by disposing of weeds or other unacceptable growth. Shape and smooth uneven and rough sections. Prepared areas are to be moistened prior to seeding when soil is dry, but care shall be taken not to create muddy conditions. Fertilizer, seed, and mulch shall be applied within 24 hours of the seedbed preparation. The Contractor is to limit sub-grade and finish grade preparation to areas that will be planted immediately.

Seed, fertilizer, amendments, and mulch shall be applied with a hydro-seeder. Hydro-seeding equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of mulch, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles that will provide even distribution of the slurry on the various areas to be seeded. The slurry tank shall have a minimum capacity of 1000 gallons. The seed, fertilizer, amendments, mulch, and water shall all be combined into the slurry tank for distribution of all ingredients in one operation by the hydraulic seeding method specified herein. The materials shall be combined in a manner recommended by the manufacturer. Normally, the hydro-seeder tank shall be loaded by filling the tank to 1/3 of capacity with water, adding liquid lime, mulch, and fertilizer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, to fall like rain, allowing the mulch applications to build upon each other until an even coat is achieved. Seed shall be evenly distributed by distributing in two directions at right angles to each other. The hydro-seed mixture shall be applied so that the existing soil surface is not visible. Seed is not to be broadcast or dropped when wind velocity exceeds 5 mph. When hydro-seeding, soil amendments shall be applied to all planting areas according to the following schedule:

<u>AMENDMENT</u>	<u>TYPE</u>	<u>RATE</u>
Nitrogen (N)	Liquid	30 lbs./acre
Lime	Liquid	2.5 gallons/acre
Mulch	Slurry	1500 lbs./acre

Either liquid Ammonium Nitrate (NH₄NO₃) or Sodium Nitrate (NaNO₃) may be used to meet the Nitrogen requirement. However, the rate listed for Nitrogen (N) is for pure Nitrogen; therefore rates of Ammonium Nitrate or Sodium Nitrate will be significantly higher than the

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

rate for the Nitrogen alone. The Contractor shall provide material specifications of all amendments to the Engineer.

Distribute fertilizer and seed uniformly over the seedbed at the required rate of application and immediately harrow, drag, rake, or otherwise work so as to cover the seed with a layer of soil and/or mulch. When using seed drills, hydro-seeders, or sod-seeders, working the soil may not be necessary. All areas to be seeded shall be mulched. The specific type of mulch may be indicated on the Planting Plan. If the Engineer allows the use of grain straw, it may be applied as mulch at any time of the year. Spread mulch uniformly by hand or by approved mechanical spreaders or blowers that will provide an acceptable application. An acceptable application will allow sunlight penetration while shading the ground, reducing erosion, and conserving soil moisture. Mulch shall be held in place by a sufficient amount of binding material. The Engineer shall approve the rate and method of application of binding material.

All fertilizing and seeding operations after the initial fertilizer and seed application shall be done by a method that does not disturb existing vegetation. Minimum tillage methods such as seed drills, hydro-seeders, hydro-mulchers, or sod-seeders shall be used.

Areas of existing park/playing field grasses which are shown on the plans within the limits of disturbance shall be re-sprigged/re-planted with appropriate grass mix composition, to be coordinated with the City of Brookhaven Parks and Recreation Department at time of construction.

6.02: Bare Roots/Tubeling

- **Scope:** The work includes planting of bare root/tubeling tree stock.

- **Material:** Hardwood species planted as bare-root/tubeling seedlings must have a minimum of four (4) first order lateral roots (FOLR) that exceed 1 mm in diameter. Seedlings that do not possess the minimum number of FOLR will be culled from planting.

Hardwood bare-root/tubeling seedlings that will form the canopy must have a minimum root collar diameter (RCD) of 3/8-inch. Seedlings with lesser RCD's will be culled from planting. For species of bare-root/tubeling seedlings that do not typically exhibit RCD's of 3/8-inch, such as bald cypress or river birch, a minimum RCD of 1/4-inch may be allowed.

Roots shall be dipped in a polymer-based root dip prior to planting to aid in plant survival during dry periods.

For soil layer lift wall areas, hardwood seedlings shall be planted at time of soil layer lift installation. Contractor shall select type of seedling (bare root/tubeling) which will survive the season in which Construction of soil layer lifts take place. Selection of seedlings shall be coordinated with Engineer if species composition or type changes.

- **Installation:** The storage, handling, and planting of bare-root/tubeling seedlings will follow the procedures outlined in the Georgia Department of Forestry's *Seedling Care and Planting Instructions*. Bare roots will be installed in the location and in the configuration presented in

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

the plans.

All bare-root/tubeling seedlings will be planted with shovels or augers rather than with a hoe-dad, KBC bar, dibble bar, or OST bar. The Engineer may monitor the planting operation to enforce correct planting techniques. Each planted bare-root/tubeling seedling must be mulched with two flakes from a bale of straw or other organic material approved by Engineer.

The Engineer will conduct inspections of permanent vegetation. Seedlings are to be examined for above- ground and below-ground defects that include but are not limited to the following: cull seedlings; planted excessively deep or shallow; more than one tree per planting location; loosely planted seedlings; excessively leaning seedlings; dead or damaged seedlings; cull seedling (RCD/ FOLR); debris in planting hole; 'J', 'U', or 'L' rooted seedlings; and twisted roots.

6.03: Live Stakes

Material: Live stakes shall consist of a random mix of flood-tolerant, woody species that root rapidly from vegetative cuttings.

Live stakes shall be ½” to 2” in diameter and 2 to 4 feet in length. The Engineer may direct alternative size requirements for species that do not perform well at the noted diameters.

The basal ends of the live stakes shall be cleanly cut at an angle to facilitate easy insertion into the soil and the tops shall be cut square or blunt for tamping. All lateral limbs and shoots shall be removed from the live cutting, avoiding damage to the bark ridge and branch collar.

Materials shall be installed the same day as prepared or stored in cold, moist conditions (40-50°F, >50% humidity) for no longer than 2 weeks until use. Cuttings shall remain wet until they are planted. Outside storage locations shall be continually shaded and protected from wind and direct sunlight.

- **Installation:** Live stakes shall be installed in the location and according to the configuration presented in the Plans. Live stakes shall be tamped perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes shall be tamped until approximately ¾ of the stake length is within the ground. One to two inches shall be cut cleanly off of the top of each live stake (with loppers) at an angle of approximately 15 degrees following installation. Any stakes that are split or damaged during installation shall be removed and replaced. A minimum of two buds shall be above the planting depth. The area around each live stake shall be compacted by foot after the live stake has been installed.

*******END EXIHIBIT B*******

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

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Brookhaven. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

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:

Invitation to Bid, No. 20-115-R

N. FORK NANCY CREEK STREAM RESTORATION PROJECT: MURPHEY CANDLER
SPILLWAY TO NANCY CREEK, FY'17 EPA 319(h) GRANT 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

EXHIBIT D
BOND DOCUMENTS

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 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)

(SEAL)

(Witness to Principal)

(Address)

(Surety)

ATTEST

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

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

(Principal)

BY: _____

(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 hereinafter 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 thereunder 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 thereunder.

PROVIDED, HOWEVER, that no suit or action 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 they 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 thereunder 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 thereunder.

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

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 _____, 2020

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 _____, 20__

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 _____, 202_

[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
ITB 20-115-R

**N. FORK NANCY CREEK STREAM RESTORATION PROJECT:
MURPHEY CANDLER SPILLWAY TO NANCY CREEK
FY'17 EPA 319(h) GRANT PROJECT**

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: _____

SUBCONTRACTORS
ITB 20-115-R
N. FORK NANCY CREEK STREAM RESTORATION PROJECT:
MURPHEY CANDLER SPILLWAY TO NANCY CREEK
FY'17 EPA 319(h) GRANT PROJECT

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 J
NON-COLLUSION AFFIDAVIT
ITB 20-115-R
N. FORK NANCY CREEK STREAM RESTORATION PROJECT:
MURPHEY CANDLER SPILLWAY TO NANCY CREEK
FY'17 EPA 319(h) GRANT PROJECT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

EXHIBIT K**BID SCHEDULE****ITB 20-115-R**

**N. FORK NANCY CREEK STREAM RESTORATION PROJECT:
MURPHEY CANDLER SPILLWAY TO NANCY CREEK
FY'17 EPA 319(h) GRANT PROJECT**

ITEM NO.	DESCRIPTION	Est. Qty.	Unit	Unit Cost (\$)	Total Cost (\$)
1	Stacked Rock Wall	110	Lf		
2	Rock Toe	660	Lf		
3	Rock Toe Without Footer	80	Ea		
4	Boulder Cluster	4	Ea		
5	Rock Cross Vane	2	Ea		
6	Soil Layer Lift	100	Sy		
7	Pump Around	1	Ls		
8	Additional Demolition	1	Ls		
9	Non-Woven Geotextile Filter Fabric	17	Sy		
10	Coir Fabric Matting	1,700	Sy		
11	Bare Root Seedlings	715	Ea		
12	Live Stakes	1,264	Ea		
13	Permanent Seeding	42,690	Sf		
14	Temporary Seeding	42,690	Sf		
15	Additional Tree Removal/Clearing (Up To 5 Trees)	1	Ls		
16	Cascade	1	Ea		
17	5-Step Rock N' Roller	2	Ea		
18	3-Step Rock N' Roller	1	Ea		
19	Step Plunge Pool	1	Ea		
151-1000	Mobilization	1	Ls		
163-0240	Mulch	1,580	Sy		
163-0300	Construction Entrance/Exit	1	Ea		
163-0541	Construct And Remove Rock Filter Dam (Rd)	1	Ea		
171-0030	Temporary Silt Fence, Type S	340	Lf		
210-0100	Unclassified Excavation	1,330	Cy		
550-1240	Storm Drain Pipe, 24 In, H 1-10	85	Lf		
603-2180	Stn Dumped Rip Rap, Tp3, 12 In	7	Cy		
700-9300	Sod	2,500	Sf		
706-2000	Erosion Control Mats, Slopes	3,210	Sf		

EXHIBIT K

BID SCHEDULE

ITB 20-115-R

N. FORK NANCY CREEK STREAM RESTORATION PROJECT:

MURPHEY CANDLER SPILLWAY TO NANCY CREEK

FY'17 EPA 319(h) GRANT 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 L

**Construction Drawings
Murphey Candler Streambank
Restoration Project**