

**Invitation to Bid, No. 23-104
BRIARWOOD PARK IMPROVEMENTS**

JUNE 21, 2023

Pre-Bid Conference
Thursday, June 29, 2023, at 10:00 a.m. EST.
Briarwood Park Rec Center- 2235 Briarwood Way, Brookhaven, GA 30319

BID DUE DATE and OPENING DATE:
Thursday, August 3, 2023, at 2:30 p.m. EST.
Via Zoom- Meeting ID# 810 1829 2682
<https://us05web.zoom.us/j/81192081026?pwd=DnZNGsFbLhyTf013yA1hqKnARrQxd.1>

Bids shall only be accepted online through the Bonfire Portal at:
<https://brookhavenga.bonfirehub.com/projects/view/98859>

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, Purina Alexander, purina.alexander@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/98859>. Questions are due no later than **Monday, July 10, 2023, 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/98859> 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 23-104
Briarwood Park Improvements**

This **CONTRACT** made and entered into this ____ day of _____, 2023 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 300 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 23-104 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: Briarwood Park Improvements– Specifications & Plans

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 FORM:

Jeremy Berry, City Attorney

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

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 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work on for such 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.

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- 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

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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.

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- 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

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payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

- 10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 10.6 The Service Provider shall submit all invoices City of Brookhaven Public Works Department electronically to pwadmin@Brookhavenga.gov and copy to
City of Brookhaven, GA, Accounts Payable, 4362 Peachtree Road NE,
Brookhaven, GA 30319.
- 10.7 The Service Provider will agree to comply with the City of Brookhaven's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Brookhaven for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Brookhaven, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the

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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,

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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

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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:

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(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.

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- 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

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fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

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

15. CONTRACT ADJUSTMENTS

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

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16. SUBCONTRACTORS

16.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.

16.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 In the event that:

17.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

17.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period

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

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proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3

Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the

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Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

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

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S.

Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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

Service Provider

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

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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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, 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

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- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection

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that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

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- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which 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 extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own

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assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.

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- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.
- 24. GRATUITIES, REBATES, OR KICKBACKS.**
- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a

EXHIBIT A

GENERAL CONDITIONS

purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

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

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

EXHIBIT B

SCOPE OF WORK AND SPECIAL CONDITIONS

The proposed **Briarwood Park** project is located on Briarwood Road in Brookhaven, GA, and includes, but is not limited to, the following:

- Obtain the project LDP 22-00017 permit from the City of Brookhaven Office.
- Obtain the City Building permit for Wall D from the City of Brookhaven Office.
- Prepare shop drawings on several site elements. See Section 01340 for list.
- Complete four (4) City Building permit applications with Shop Drawings, see Appendix.
- Secure any other permits necessary for constructing the project and utilities.
- Prepare construction phasing and traffic plan based on Section 01010 paragraph 1.29.
- Prepare a Submittals Schedule for Poligon, Gator Bridge and other products.
- Commission an underground utility location survey.
- Complete a site construction stakeout and field adjustment with Owner's Representative.
- Installation of 6' high site security chain-link
- Installation of City of Brookhaven tree protection fencing of critical trees and areas.
- Installation of erosion control measures and field adjustments
- Clearing trees, brush, debris, and undergrowth from site.
- Collaboration with Arborist for prescriptive Tree Care, see Section 01563.9.
- Coordinating with Tree Care company for tree care on trees designated to remain.
- Site demolition of an existing parking lot, sidewalks, and curbs.
- Removal or capping of abandoned utilities on site.
- Grading the proposed project areas
- Construction of three (3), 2' to 3' high segmented block walls on the site
- Construction of a 5'-6' high segmented block wall
- Installation of a 4" PVC conduit for others to move phone line from overhead and bury.
- Install storm drainage system, structures, check dams and piping.
- Install bio basins, earthen detention dams, and underground retention structure.
- Install hose bibb water system and it tie to site water source.
- Construction of 6' wide pervious trail system through woodlands with small equipment.
- Installation of soft surface woodland mulch trails
- Construction of low wooden walls to support the woodland trail system.
- Preparation of Shop Drawings for a 100' aluminum Bridge and foundation.
- Construction of two (2) concrete bridge abutments w helical piers.
- Delivery, installation, and construction of 100' Gator aluminum bridge

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

- Building two (2) pre-engineered, prefab shelters with slabs and granite column bases.
- Construction of double dumpster slab, chain-link enclosure fence, and double gates
- Construction of wooden bleachers into hillside at Tennis Courts.
- Construction of 22 Community Garden boxes, fences and 200 sf potting shed.
- Relocation of two (2) existing small arbors at Garden into new garden area
- Build 8' pervious concrete trail, sidewalks, steps, curbs, and handicap parking.
- Installation of metal handrails on steps and 42" pedestrian guardrails on walls
- Reconstruct the asphalt parking lot with wheel stops.
- Mill and resurface existing asphalt roadway.
- Stripe HC spaces, and parking
- Placement of new and relocated site furniture and signs.
- Install site lighting in parking lot and electrical service to Community Garden Potting Shed and pavilion.
- Relocate existing fire hydrant.
- Relocate EV chargers.
- Coordination with city and county for the Owner to pay the tap fees.
- Install landscape trees, shrubs, ground cover, turf, and mulch.
- Prepare and deliver final As-Built plans for the project to the owner.

Permitting and Shop Drawings:

1. The contractor shall obtain the following approved permits from Brookhaven City Hall.
 - a. City Site **LDP22-00019** for Briarwood Park Improvements
 - b. City Building Permit **#BLC23-00015** for Potting Shed in the Garden.
2. Prepare shop drawings and submit to the city to complete the building permit applications process already started on the following structures:
 - a. Prefab Bridge Gator Bridge City #BLC23-00014
 - b. Garden Pavilion Poligon Shelters City #BLC23-00016
 - c. Tennis Pavilion – Poligon Shelters City #BLC23-00017
 - d. Segmented culvert wall D over 4' City #BLC23-00018
3. Prepare shop drawings and building permit application for.
 - a. Underground detention storage system.
 - b. A building permit is not needed for the detention system.
4. Segmented walls under 4' height do not require a building permit.
5. There are approved building permit applications for Dekalb County
 - a. Prefab Bridge Gator Bridge Dekalb #AP 3126349
 - b. Potting Shed Com. Garden Dekalb # AP 3126353
 - c. Garden Pavilion Poligon Shelters Dekalb # AP 3126355
 - d. Tennis Pavilion – Poligon Shelters Dekalb # AP 3126357

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

- e. Segmented culvert wall D over 4' Dekalb # AP 3126420.
- 6. Briarwood Site Plan has been submitted to Dekalb County Sewer/Water.
- 7. A sewer line relocation easement plat has been prepared. Obtain from Client.
- 8. There is no need for an ACOE permit on this site.
- 9. The city has waived the need for local permits on the 50' and 75' stream buffers. See Letter to Tim Ward in the Appendix.
- 10. There is a 25' state buffer setback along the 'No Name' stream. There is no encroachment on this buffer, therefore an EPD buffer Variance is **NOT** required for this project.
- 11. There are no stream buffers east of the Briarwood Way entrance road.
- 12. If a substitute prefabricated shelter or bridge is submitted and accepted, the contractor will have to submit to the city and county to secure new building permits.

Specialty Items:

There are some conditions for this project that will require special considerations and somewhat unusual site construction.

- 1. **Pre-Award Meeting:** If the city determines a need to hold a pre-contract award meeting to clarify any issues in the bid submittal or qualifications of the Apparent Low Bidder, the city reserves the right to request such a meeting without additional compensation to the contractor or guarantee of final award.
- 2. **Traffic Control Plan:** Access to the recreation center and pool is required during the construction process. Contractors shall submit a Traffic Control Plan process to the city for acceptance prior to starting construction.
- 3. **Construction Phasing:** In order to keep access to the Recreation Center and Pool available to the public so the city can continue their recreation programs, the contractor will have to phase the work to allow for safe access to and from the facilities. Project Phasing, sequencing requirements and suggestions are identified in paragraph 1.29 of the Supplemental Conditions 01010 of the Project Manual. Also see Phasing Exhibit in the Appendix of this project manual.
- 4. **Construction Schedule:** Parking for the swimming pool is required from the beginning of the project until Sept. 11, 2023.

The rec center parking lot and underground detention work must be started and completed between Sept. 11, 2023, and March 1, 2024.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Contractors must phase in the demolition and construction of the roadways to accommodate these dates. See Paragraph 1.29 of Supplemental Conditions 01010 of the project manual. See Phasing Exhibit #7 in the Appendix of this Project Manual.

5. **Underground Utilities:** Known Utility lines have been marked on the site survey, but that does not guarantee that all utilities were located. The contractor must have utilities located and marked before construction begins. It is the responsibility of the contractor to take care not to cut any existing utilities known or unknown. Contractors shall work with the city and other service providers to identify, cap, demolish or extend the necessary or existing utilities.
6. **Underground Locator:** Contractor shall commission a utility locator to identify the location of all underground utilities prior to beginning any construction activities.
7. **Field Adjustments:** The contractor is required to stake important site elements in the field as to location and elevation before construction begins. The contractor and Owner's Representative shall walk the stake out to adjust the locations for the bridge, trails, sidewalks, drainage pipes, shelters, tennis seating, garden perimeter, segmented walls, and any other item needed. Approval of these items in the field must be accomplished before construction can begin.
8. **Tree Removal Adjustments:** the survey is not totally accurate for making some of the decisions on which trees to be removed and which to be saved. The contractor will stake out the limits of the paving and grading before beginning any construction work. The city arborist, owner and contractor shall walk the site and determine which trees may be saved and which removed. The stakeout must be performed as an early item in the construction schedule. See Paragraph 1.30 of Supplemental Conditions 01010 of the project manual. See letter to Jeff Dadisman in the Appendix.
9. **Rock Dam Removal:** There is a rock check dam near the tennis courts that is to be removed to build the earthen dam. The rock shall be stockpiled on site to be reused to line the back side of the earthen dam. Any remaining rock will be dispersed on site under the direction of the Owner's Representative.
10. **ATT Telephone Conduit:** Georgia power has buried their power line from Briarwood Way to the Recreation Center along the south edge of the 'No Name' entrance driveway from Briarwood Way to Briarwood Park. The driveway will be demolished as part of the project. However, the power poles are still in place because there is a phone line still on the poles. ATT plans to bury the line at a future date.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Contractor will bury a 4” PVC conduit the entire length of the phone line with a pull string for future installation of the phone line.

11. **As-Built Documents:** Contractor is expected to keep a consistent on-going progress record of all changes and additions to the project by marking a set of project plans with redlines for each change. These redline documents should be available for review and reference at every project meeting. When the project is completed, the contractor is expected to convert these redline documents into a finished set of AutoCAD, As-Built plans of the finished project. Consultant will make AutoCAD documents of the permitted drawings available to the Consultant for revisions.
12. **Utility Fees:** All utility fees to the city or county shall be paid directly by the Owner to the respective agencies. Contractor to determine fee and coordinate with the city to pay the fees.
13. **Sewer Easement:** A new plat has been prepared for the sewer easement relocation. A copy of the easement can be obtained from the city and should be kept on site for the county inspector to reference.
14. **100’ Bridge:** Project Drawings include preliminary plans for the bridge and designs of the abutments. Contractor has to coordinate with the bridge manufacturer to prepare Shop Drawings of the bridge and complete the foundation design of the two (2) abutments with helical piers. Access points are identified in the drawings to allow the contractor to approach the east and west ends of the bridge for installation.
15. **Submittals Schedule:** The client team recognizes that there have been supply chain issues that create delays in the process, especially steel, electrical, and lumber. The purchase order and shop drawings for the Poligon structures and gator bridge can also create long delivery schedules. The client expects the contractor to complete the submittal process and place purchase orders within 60 days of Notice to Proceed. The CPL and Client staff will make a concerted effort to turn submittals and shop drawings around as quickly as possible to keep the process moving. If the contractor waits beyond the expected time to place an order, then supply delays may not be considered for contract extensions.

Bidders must meet the following required experience qualifications:

- A. The bidder shall have a minimum of five (5) years of experience on projects of similar size and scope and shall provide a list of three (3) or more projects completed within the past five (5) years evidence of such experience. Reference projects shall be submitted as Exhibit I.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

- B. All subcontractors shall have a minimum of five (5) years of experience, or a state license or certificate in the technical specifications, in the respective trade for which they are contracted.
- C. The General Contractor shall submit a Traffic Control and Phasing Plan and receive approval from the City before construction can begin.
- D. The contractor shall include the cost of a Traffic Control Plan and Construction Phasing Plan as part of the bid. See paragraph **1.29** of the Supplementary Conditions for a description of the phasing requirements and see paragraph 3 of Specialty Items in Exhibit B. See Phasing Sketch in the Appendix.
- E. The City of Brookhaven reserves the right to confirm all information provided in Paragraphs III, IV & V of the Instructions to Bidders and obtain other references from the project manager and/or architect for the specific projects identified. A poor reference may be grounds for disqualification from this project.
- F. The bidder must confirm all references are still available at the company, address, and phone number provided. If references are not available at the contact information provided, the proposer/bidder may be deemed unqualified.
- G. Bidder shall not be currently under indictment for criminal misconduct involving any local, state, or federal government entity.
- H. The Bidder shall provide information on any contract termination (by Owner) or any contract disputes that ended in litigation for each project.
- I. If Bidder chooses to provide additional information on the three (3) example projects, the additional information shall be limited to two (2) pages per project.
- J. Attach copies of the following to this form:
 - Company Quality Control Program
 - Company Safety Program
 - OSHA Citations received in the past 5 years.
- K. Bidder acknowledges receipt of the following addenda:

Addendum No.

Date Received

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Special Conditions:

In the event there are any discrepancies between the following provisions and other provisions in these documents, the following provisions shall prevail.

1. Notice to Proceed: Work is expected to begin within **14 Calendar days** of approval of the contract and all work be completed within **300** calendar days, March to November. See required phasing conditions as specified in paragraph 3 of Specialty Items in Exhibit B.
2. Construction Schedule: The Contractor shall have **300** calendar days from the Notice to Proceed (NTP) to complete the project. Failure to complete construction as specified will result in the assessment of Liquidated Damages at the rate of **\$1,000.00** per calendar day.
3. Site Security: The construction will be performed while the recreation center and pool remain open to the public. The public will be permitted to access areas of the facilities while the site is under construction. Other Park areas not fenced off as construction zones will be fully open to the public per normal park hours during construction. Contractors shall take necessary precautions to secure the construction site and to maintain a safe environment for the public. Areas to be closed for work must be minimized to reduce the impact on public access.
4. Site Office: The contractor shall obtain approval for location of temporary work trailers before setting any trailers in the park or in the ROW of the local streets. Additional security fences may be erected with the approval of the Owner's Representative.
5. Traffic Control: The contractor must provide traffic control when accessing Briarwood Way and Briarwood Road for deliveries or removals. Before work begins, a Traffic Control process must be submitted by the contractor to explain the intended process for traffic control to allow the public access to the park. Trained workers and proper signage must be provided to assure the safety of the public moving past and through the construction site. The parking areas, trails, and park roadways must be kept clean and free of debris when construction is not within the immediate area.
6. References: All references to "Engineer", "Landscape Architect", "Architect", or "Owner" in General Conditions, drawings or in specifications are deemed to mean the Program Manager and/or "Owner's Representative", as designated by the City.
7. Work: Work consists of all Labor, Materials and Equipment required for the construction of the Lake House and site within Murphey Candler Park.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

8. Geotechnical Testing: The City has contracted with a firm to provide construction material testing for soil, concrete, and other materials requiring testing per the contract documents. It is the contractor's responsibility to schedule the testing with the designated firm through the owner's representative. Completed work not inspected as required by any of the authorizing agencies or contract documents will be subject to rejection. Subsurface exploration reports are in the Appendix.

9. Solicitation: Individuals, firms and businesses seeking an award of a City of Brookhaven contract may not initiate or continue any verbal or written communications regarding a solicitation with any City official, employee, consultant or other City representative without permission of the Buyer of Record named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City. Violations will be reviewed by the acting Finance Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

10. Maintenance: No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency will be the responsibility of the Contractor.

11. Site Utilities: The contractor shall coordinate the work with the provider of all utilities located on the site that have the potential to impact the work. The contractor shall ensure existing utilities are protected and not damaged by the construction process. Contractor is responsible for advising the Owner if existing utilities are not located as shown on the plans. The contractor is responsible for calling utility locations prior to the start of work.

12. Site Removals: Any item which must be removed to allow for the construction work to proceed and is not specially called for in the project documents shall be removed by the contractor at no additional cost to the Owner. The contractor is expected to visit the site before presenting the bid.

13. Pre- Construction: The City and contractor will conduct, at the project site, a pre-construction kickoff meeting after award of the contract as part of the General Conditions.

14. Restrooms: The City of Brookhaven will not provide restroom facilities for use by the contractor, subcontractors, or any of their employees. The Recreation Center restrooms and playground restrooms may not be used by contractor personnel.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

15. Site Cleanup: The Contractor shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Brookhaven for all issues as needed regarding the project for any safety, signage, or other emergency as needed.
16. License: All bidders must be licensed by the State of Georgia to be a General Contractor.
17. Staking: The Contractor is responsible for all construction layout and control for the project site. The layout of the construction items must consider all elements of the Work adjacent to and/or in proximity of the work. The Contractor shall proceed with construction layout in such a manner that discrepancies between construction items, existing built features, and site conditions that conflict with the plans may be examined by the Owner's Representative prior to construction of items in conflict. Failure to notify the Owner's Representative of conflicts prior to constructing items will result in all remedial actions being paid for by the General Contractor including but not limited to additional materials, re-inspection fees, professional service fees and survey cost by all parties to the project.
18. Schedule of Values: The General Contractor, after awarding the contract, shall submit a detailed Schedule of Values. The schedule of values shall include costs for all areas of the Work by specification divisions, such that progress payments can be easily evaluated, as determined by the City. The schedule of values shall be broken down in detail to facilitate thorough review.

The schedule of values shall specifically include any unit price items identified in the contract. The completed and accepted Construction Items Bid Schedule (CIBS) provided during the bidding process can be used as the Schedule of Values. See Section 01026.
19. Allowance Payments: See Section 01027 Applications for payment to explain how the contractor may request payment of Allowance Quantity items on the Bid Schedule.
20. Receipt of the Work: All references to guarantee, warranty or payments that are commencing upon "Final Approval", "Final Certificate for Payment", or "Substantial Completion" or other similar wording shall commence upon acceptance of the Work by the City.
21. Grading: The contractor is responsible for all grading shown on the plans, unless noted otherwise. The Contractor shall develop their **own** quantity take off based on the Bid Documents.
22. Earth Quantities: Earthwork-related quantities shown on the plans (if any) are provided for reference only and shall not be utilized for bidding purposes. Any haul-off of excess materials or import of materials needed to complete the grading shall be included by the

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Contractor. The Contractor is responsible for hauling the soil materials. Should the Contractor import materials from another site, the Contractor shall provide sample(s) to the materials testing firm for testing and approval based on project specification requirements.

23. NOC: The Contractor shall record a Notice of Commencement, (NOC) with the Superior Court of DeKalb County within 15 calendar days after the contractor physically starts work on the property. A copy of the recorded NOC shall be provided to the Owner.
24. Extensions: The project duration is as stated elsewhere within the documents. Arbitrary assignment of contract extensions for minor change order requests will be rejected. All requests for contract duration extension due to proposed changes in work must include documentation that demonstrates the impact of the changes on the critical path of the project.
25. Workflow: The Service Provider shall schedule the work so that a continuous flow of work can be maintained and accomplished on the site. If unforeseen events or conditions inhibit the contractor in one area of the project, he shall proceed to execute work in another section of the site without incurring delays to the overall project schedule.
26. Materials Stored: The Owner shall pay for materials stored on site upon verification of the delivery and by providing delivery documentation and invoices for the said materials. Daily reports shall be kept that include all deliveries with manifests of each delivery.
27. Advanced Payments: General Contractor may apply for the advanced payment for prefabricators that require advance PO payments. Advance payments may be identified as Materials Stored with an explanation. This process allows the contractor to make advance payments to the manufacturer early to begin the Shop Drawings and manufacturing process. The contractor must include a copy of the advance payment statement and a prepared PO to verify the amount required.
28. Site Visit: The contractor is responsible for becoming familiar with the site and requirements of all construction documents, which includes drawings, bid and contract documents, specifications, and all addenda.
29. Sheet Identification: Letter prefixes for each drawing sheet indicating the engineering discipline are for convenience only. Information affecting the scope of work for all trades will be found throughout all documents and is not limited to only those documents with the appropriate letter prefix. The contractor is responsible for providing subcontractors with all necessary information and drawings.

The drawings and specifications are complementary and what is identified in one shall be binding as if identified in both. If a discrepancy exists between the drawings and

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

specifications, the higher cost item shall be included in the scope, and the Owner notified of the discrepancy.

- 30. Weather Delays:** The following bad weather calendar days shall be anticipated and included in the contractual time schedule given for project completion. The Contractor's request for additional time due to weather shall only be granted for days beyond those listed below, considering the full term of the contract. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor. Requests shall be submitted to the City monthly. Failure to submit documentation monthly may result in requests for weather day extensions to be rejected. Weather conditions shall be documented in the Daily Records.

January	10 days	July	4 days
February	10 days	August	2 days
March	7 days	September	2 days
April	6 days	October	3 days
May	4 days	November	5 days
June	3 days	December	9 days

Data submitted in support of a request for contract extension due to inclement weather shall include, but not be limited to documentation of impact on the critical path; daily high and low temperatures at the jobsite; daily rainfall amount at the jobsite; time that rainfall started and stopped; documented snow or ice accumulation; specific work impacted by inclement weather and date stamped photos of the impacted work or work area. A rain gauge and thermometer shall be placed at the jobsite to accurately record daily rainfall and temperature data.

Contractor shall maintain a Daily Record of weather conditions and their effect on the work progress. These daily records shall be used to verify any claim of weather delays.

End of Exhibit 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. 23-104
Briarwood Park Improvements

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

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

EXHIBIT D

BOND DOCUMENTS

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)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

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

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

The City of Brookhaven Georgia

(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, Georgia 30319

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract 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 Oblige, 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 _____, 2023

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 _____, 2023

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 _____, 2023

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 _____, 202_

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

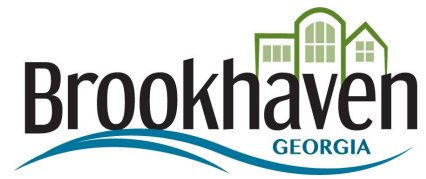
____ DAY OF _____, 202_

[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.

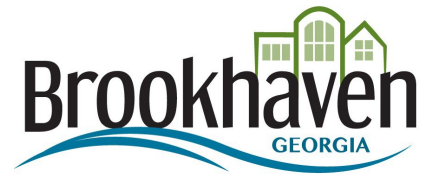


EXHIBIT G
PURCHASING POLICY ADDENDUM

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 and SUBCONTRACTOR FORM
Briarwood Park Improvements

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: _____

EXHIBIT I
REFERENCES and SUBCONTRACTOR FORM
Briarwood Park Improvements

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
Briarwood Park Improvements

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

EXHIBIT K

**BID SCHEDULE
Briarwood Park Improvements**

EXHIBIT K

CONSTRUCTION ITEMS BID SCHEDULE

Site Lighting Fixture Schedule

Plant List

EXHIBIT K

BID SCHEDULE

Briarwood Park Improvements

INSTRUCTIONS TO BIDDERS & CONSTRUCTION ITEMS BID SCHEDULES

1. Proposal:

In compliance with this ITB, the Bidder proposes to enter a Contract with the City of Brookhaven, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth.

City of Brookhaven (*hereinafter called the "Owner"*), invites bids on the forms included herewith for the:

**Briarwood Park Site Improvements
Bid # 23-104.**

Acknowledgement: The Bidder has carefully examined and fully understands the Contract, Specifications, Construction Drawings, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if their bid is accepted, they will contract with the City of Brookhaven in full conformance with the Contract Documents.

All work performed shall be in accordance with the Contract, Specifications, Construction Drawings, and other project documents. All materials used in the process of completion of the work included in the Contract must meet project requirements.

It is the intent of these documents to include all items of construction and all Work called for in the Drawings, Project Manual, Construction Items Bid Schedule (CIBS), Plant List, and Fixture Schedule, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed on the attached Construction Items Bid Schedule (CIBS), Plant List, Fixture Schedule, and Project Manual including the unit prices as stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

3. Preparation of Bid

Each bid must be submitted on the prescribed Bid Form and Construction Items Bid Schedule (CIBS), Plant List and Fixture Schedule with all blank spaces for quantities,

EXHIBIT K

BID SCHEDULE

Briarwood Park Improvements

unit bid prices and total bid prices filled in with ink or type written on the Construction Items Bid Form. The total bid shall be written in both words and figures on the Bid Form.

4.. Method of Bidding:

The Owner invites the following bid(s): **Lump Sum Bid with Unit Prices**

5. Construction Items Bid Schedule. (CIBS)

A Construction Items Bid Schedule (CIBS), Plant List and Fixture Schedule is included in the bid documents to assist the contractor in organizing and completing the bid. The schedule identifies every construction item of the project with an associated identification number, description, quantity, unit price location, total price location and specific detail or sheet reference.

The quantities on the schedule are given only as an assistance to the contractor to aid in the bidding process and to help clarify the documents. The contractor is cautioned **not** to depend entirely upon the provided quantities, but to calculate their own quantities when preparing the bid.

The Bidder shall complete the enclosed Construction Items Bid Schedule (CIBS) to be included with the proposal. The documents also include a Lighting Fixture Schedule and a Plant List Schedule. Bidder shall complete these schedules in their entirety and transfer the total sum of said schedule to the appropriate line item on the CIBS and attach all of them to the Bid Form.

Site Light Fixture Schedule: A light fixture schedule is included for bidding on the site lighting plans. The schedule is intended to represent everything necessary to provide a complete site lighting installation. The final total of the Light Fixture Schedule is to be transferred to the appropriate line on the Construction Items Bid Schedule (CIBS) to become part of the Subtotal for the project Lump Sum. Overhead and profit for the lighting work is added as part of the total project sum at the bottom of the CIBS.

Plant List: A Plant List schedule is included for bidding the landscape planting plans. The schedule is intended to represent everything necessary to provide a complete site landscape installation. The final total of the Plant List Schedule is to be transferred to the appropriate line on the Construction Items Bid Schedule (CIBS) to become part of the Subtotal for the project Lump Sum. Overhead and profit for the landscape work is added as part of the total project sum at the bottom of the CIBS.

Bid Form: The completed Light Fixture Schedule and Plant List must be attached to the Construction Items Bid Schedule (CIBS) and the Bid Form as part of the Bid Submittal. IF the schedules are not attached, the contractor can be deemed as non-Conforming.

6. Construction Quantities:

EXHIBIT K

BID SCHEDULE

Briarwood Park Improvements

Quantities for construction items are given to the Contractor in Design Qty, only as a convenience to bidding. The contractor is responsible for examining the plans, specifications, documents, and site to determine if all quantities and items are adequately covered by the items on the Construction Items Bid Schedule, Plant List and Fixture Schedule. Any discrepancies shall be reported to the Owner's Representative so that quantities may be adjusted accordingly by addenda during the bid process. The contractor is responsible for verifying all stated design quantities, listing the quantities in the Contractor Qty Column, and bidding enough of each quantity to complete the project as designed and shown in the Construction Drawings.

The design quantities provided by the Consultant are shown in the column Design Qty of the Construction Items Bid Schedule are for convenience to the bidder. The column labeled Contract Qty is included on the CIBS for the bidders to place their own quantities.

7. General Conditions, Phasing, Overhead, and Fee:

Bidder is provided a separate line item at the end of the Construction Items Bid Schedule to include the General Conditions, Phasing, Overhead, Fee, and Profit for the project. The contractor shall not disperse these identified costs among the separate unit items.

Do not add General Conditions, Overhead, Fee, and Profit to the sub-schedules. It is added at the end of the CIBS to cover all items and sub-schedules.

Unit items may be deducted to meet the final project budget requirements. General Conditions must be kept separate from the construction items.

8. Contractor Additional Items:

Additional blank lines are provided near the end of the Construction Items Bid Schedule to allow the bidder to add any additional items or unit breakdowns that were omitted from the Construction Items Bid Schedule.

9. Allowances:

Items noted as Allowance Quantities and Unit Price Items will be paid for the actual quantity required to complete the Work. The Contractor must document the amount of the quantity used during the construction process. If additional quantities of a specific item are needed, it will be added to the contract at the same unit price. If the quantities are not totally used, the contractor shall credit back the unused quantities in a final change order to the contract.

10. Mobilization:

This item is given as a convenience to the contractor to allow a request for funds early to initiate the construction process. This is not an open item where the contractor can pad

EXHIBIT K

BID SCHEDULE

Briarwood Park Improvements

the bid to secure deep funding before construction. The Client will not approve a mobilization number that exceeds 1% of the Sub-Total of the base bid.

Mobilization includes picking up approved LDP and submitting for or picking up Building Permits from the city offices. It also includes securing any other permits necessary for construction.

11. Bid Adjustments:

Contractor shall review Section 00-3502 Supplementary Instructions to Bidders to fully understand the process that will be used to reduce the bid to reach the construction budget for the project.

12. Non-Compliance:

Any bid submitted without completed Construction Item Bid Schedules (CIBS), attached schedules and Bid Form shall be deemed as 'Non-Compliance' and dropped from the process.

EXHIBIT K
BID SCHEDULE
Briarwood Park Improvements

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

City of Brookhaven Briarwood Park - CONSTRUCTION ITEMS BID SCHEDULE						3/17/2023
Construction Items	Quantity	Unit	Contractor	Unit	Total	Notes
Preconstruction and Site Staking						See sheets C300 & 301
Mobilization	1	Sum		\$ -	\$ -	Not over 1% of subtotal
Staking site	1	Job		\$ -	\$ -	See specs & sheets C300 & 1
Prepare Permit schedule	1	job	1	\$ 250.00	\$ 250.00	See specs & Exhibit 7
Utility Locator	1	Sum		\$ -	\$ -	See Specs Section 02100
Prepare Traffic control and Phasing plan	1	Job	1	\$ -	\$ -	See specs & Exhibit 10
Security Fence - old chain link	1	job		\$ -	\$ -	See Specs Section 02100
Coordination with Tree Care company	1	job	1	\$ 500.00	\$ 500.00	See Exhibit B of ITB
Coordination with Geotech Company	1	job	1	\$ 500.00	\$ 500.00	See Exhibit B of ITB
Clearing & Demolition	1	job		\$ -	\$ -	See sheets C200 & C202
Tree protection fence	3,615	lf		\$ -	\$ -	See sheets C203 & C204
Tree removal	18	trees		\$ -	\$ -	See sheet C202 & C203
Demolition Area A						See sheet C200
1. Protect items outside LOC	1	job		\$ -	\$ -	See Specs Section 02060
2. Protect underground utilities	1	job		\$ -	\$ -	See Specs Section 02060
3. Remove curb & gutter	60	lf		\$ -	\$ -	See sheets C200 & C201
a. saw cut asphalt road	38	lf		\$ -	\$ -	See sheet C200

4. Demolish & remove sidewalk	2,000	SF		\$ -	\$ -	See sheet C200
5. Collect & salvage wheel stops	20	Ea		\$ -	\$ -	See sheet C200
6. Remove sign and post	3	Ea		\$ -	\$ -	See sheet C200
7. Relocate site boulders	1	job		\$ -	\$ -	See sheet C200
8. Remove all site debris with LOD	1	job		\$ -	\$ -	See sheet C200
9. Cut and remove water line	1	Job		\$ -	\$ -	See sheet C200
10. Remove fire hydrant	1	job		\$ -	\$ -	See sheet C200
11. Coordinate removal of power lines	1	job		\$ -	\$ -	by Georgia Power
12. Demolish & remove asphalt	39,380	SF		\$ -	\$ -	See sheets C200 & C201
Demolition Area B						See Sheet C201
1. Protect items outside LOC	1	job		\$ -	\$ -	See Sheet C201
2. Protect underground utilities	1	job		\$ -	\$ -	See Sheet C201
3. Remove curb & gutter	575	lf		\$ -	\$ -	See Sheet C201
a. saw cut road	34	lf		\$ -	\$ -	See Sheet C201
4. Demolish & remove sidewalk	575	SF		\$ -	\$ -	See Sheet C201
5. Demolish & remove storm pipe & structure	35	lf		\$ -	\$ -	See Sheet C201
6. Remove sign and post	7	Ea		\$ -	\$ -	See Sheet C201
7. Remove & Salvage arbors to reinstall	2	Ea		\$ -	\$ -	See Sheet C201
8. Demolish & remove garden fence & beds	1	job		\$ -	\$ -	See Sheet C201
9. Demolish existing headwall	1	Ea		\$ -	\$ -	See Sheet C201
10. Remove all site debris with LOD	1	job		\$ -	\$ -	See Sheet C201

11. Demolish & remove existing pavilion	1	job		\$ -	\$ -	by Georgia Power
12. Demolish & remove asphalt	17,600	SF		\$ -	\$ -	See Sheet C201
Grading and Drainage						
Grading Site	1	job		\$ -	\$ -	See sheets C400 & 401
1. Remove existing rock dam @ basin A	1	job		\$ -	\$ -	See sheet C200
2. Build new dam @ basin A	1	job		\$ -	\$ -	See sheet C400
3. 4' chain-link fence around detention basin	560	lf		\$ -	\$ -	Sim. Detail 1/21
a. 4' double gate	1	set		\$ -	\$ -	See sheet C400
4. Grade out Basin C	9,000	SF		\$ -	\$ -	See sheet C400
5. Tree root protection	4	Trees		\$ -	\$ -	See detail 1/37
Drainage Area A - Complete						See Sheet C400
1. Drop inlet box	2	Ea		\$ -	\$ -	See detail 1/14
2. Pedestal inlet	3	Ea		\$ -	\$ -	See detail 3/14
3. Headwall	1	Ea		\$ -	\$ -	See detail 4/14
4. Underground Detention system - complete	376	lf		\$ -	\$ -	See Sheet #16
5. Gravel fill for underground detention	100	CY		\$ -	\$ -	See Specs Section 02630
6. Coordinate w manufacturer for shop drawing	1	job		\$ -	\$ -	See Section 01340
7. RCP 24"	56	lf		\$ -	\$ -	See Section 02630
8. RCP 18"	289	lf		\$ -	\$ -	See Section 02630
9. Crushed gravel trench	240	lf		\$ -	\$ -	See detail 6/C403

10. Bio retention basins - complete	2,460	SF		\$ -	\$ -	See detail 5/C403
11. Rip Rap	3	CY		\$ -	\$ -	See Section 02630
Drainage Area B - Complete						See Sheet C401
1. Water Quality unit - complete	1	Ea		\$ -	\$ -	See sheet C403
2. Pedestal inlet	4	Ea		\$ -	\$ -	See detail 1 & 3/14
3. End wall	1	Ea		\$ -	\$ -	See detail 4/14
5. HDPE 18"	81	If		\$ -	\$ -	See Section 02630
6. HDPE 12"	95	If		\$ -	\$ -	See Section 02630
Erosion Control:	1	job		\$ -	\$ -	See sheets C701 thru C709
Initial Phase - Complete	1	job		\$ -	\$ -	See sheet C702
Intermediate Phase - Complete	1	job		\$ -	\$ -	See sheet C703
Final Phase - Complete	1	job		\$ -	\$ -	See sheet C704
Construction entrance	2	Ea		\$ -	\$ -	See detail C705 /45
Erosion grassing	8,350	SF		\$ -	\$ -	See Spec Section 02125
Site Utilities;						See sheet C500
Water Fee	1	Ea				City to pay direct
3/4" line tap	1	job		\$ -	\$ -	See sheet 17
3/4" water line	140	If		\$ -	\$ -	See sheet 17
Re install existing fire hydrant	1	job		\$ -	\$ -	See sheet 17 detail 4/18
FH connection lines	20	job		\$ -	\$ -	See sheet 17

Spare sleeves	256	lf		\$	\$	See detail 14/19 & Sheet 17
Repair existing water fountain	1	job		\$	\$	on site inspection
Drinking fountain @ garden	1	Ea		\$	\$	See detail 1/22
Meter, box, valve, backflow preventer	1	cost		\$	\$	See sheet 17
Site Hose Bid system - Complete	5	Ea		\$	\$	See sheet 17 Detail 5/18
Dumpster						See sheet 21
6" Concrete slab and approach pad	960	SF		\$	\$	See detail 2/19
Enclosure - 8' chain link fence	48	LF		\$	\$	See detail 5/36
Double Gates - chain link - double 6' gate = 12'	2	sets		\$	\$	See detail 6/36
Fixed bollards	4	Ea		\$	\$	See detail 9/21
Shop Drawing - Fence and gates to fit	1	job		\$	\$	See Section 01340
New Parking & Road Realignment						
Asphalt parking lot	40,500	SF		\$	\$	See detail 6/19
Asphalt roadway 24'	270	lf		\$	\$	See detail 6/19
Curb and gutter - match existing	950	Ea		\$	\$	See detail 7/19
Wheel stops	72	Ea		\$	\$	See detail 13/19
Integral concrete curb	522	lf		\$	\$	See detail 9/19
5' Sidewalk 225 lf	1,125	SF		\$	\$	See detail 12/19
Handicap stripes	2	sets		\$	\$	See detail 8/20
Paint HC Symbols	3	Ea		\$	\$	See detail 7/20
Reset HC Signs	3	Ea		\$	\$	See detail 6/20

Reset EV parking signs	2	Ea		\$ -	\$ -	See detail 8/20 & Sheet 17
6' Sidewalk 725 lf	4,650	SF		\$ -	\$ -	See detail 12/19
Removable bollards	5	Ea		\$ -	\$ -	See detail 8/22
Segmented Block Wall						See sheet C609 # 23 & #39
Wall A 67 lf Parking - <i>see alternates</i>	161	ff		\$ -	\$ -	See detail 4/C618 & sheet 39
Wall B 76 lf at steps - <i>see alternates</i>	182	ff		\$ -	\$ -	See detail 3/C618 & sheet 39
Wall C 80 lf culvert extension - <i>see alternates</i>	280	ff		\$ -	\$ -	See detail 2/C618 & sheet 39
Wall D 84 lf Culvert	315	ff		\$ -	\$ -	See detail 1/C618
42" Guardrail	74	lf		\$ -	\$ -	See detail 6/C615
Shop drawings for wall D	5	Ea		\$ -	\$ -	See Section 01340
Complete city building permit for wall D	1	job		\$ -	\$ -	See Exhibit B of ITB
Refurbish Old Pavilion- <i>Omitted from Bid</i>	NIC	NIC				See detail 1/36
Tennis Seating Area						See Sheet 35
Sidewalk 5' x 210'	1,050	SF		\$ -	\$ -	See detail 1/19
Wood Seat & wall 3 TIERS 40' EA	120	lf		\$ -	\$ -	See detail 2/35
Wood steps 5 ea @ 4'	20	lf		\$ -	\$ -	See detail 3/35
Granite Screenings 2" thick surface	400	SF		\$ -	\$ -	See detail 2/35
<u>Tennis Pavilion # 1 Poligon</u>	1	Ea		\$ -	\$ -	See Poligon sheet C604

Concrete slab	200	SF		\$	\$	See detail 2/24
				-	-	
Surface mount metal Post footings	8	Ea		\$	\$	See detail 4/25
				-	-	
Granite column base 30" ht	8	Ea		\$	\$	See detail 1/25
				-	-	
5' concrete sidewalk 70 lf	350	sf		\$	\$	See detail 1/19
				-	-	
Repair existing water fountain	1	job		\$	\$	examine on site
				-	-	
Install hose bib with slab on fountain line	1	job		\$	\$	See Sheet 17 & 18
				-	-	
Shop drawings on Pavilion #1	1	Ea		\$	\$	See Section 01340
				-	-	
Fire Extinguisher	1	Ea		\$	\$	See detail 4/24
				-	-	
Complete city building permit	1	Ea		\$	\$	See Exhibit B of ITB
				-	-	
Poligon Warranty	1	Ea		\$	\$	See Poligon PO.
				-	-	
<u>New Entrance Sign</u>						
Stone -Wall 6' x 12' granite on both sides	12	lf		\$	\$	See detail 2/36
				-	-	
Attach Park Sign	1	Ea		\$	\$	Sign provided by owner
				-	-	
Tennis Parking						
Asphalt paving	1,600	SF		\$	\$	See detail 9/19
				-	-	
Concrete curb and gutter	220	LF		\$	\$	See detail 7/19
				-	-	
Curb Cut 6'	1	job		\$	\$	See detail 6/37
				-	-	
Truncated domes	1	set		\$	\$	See detail 10/34
				-	-	
Mill existing asphalt roadway	15,000	SF		\$	\$	See detail 5/19
				-	-	
1. Topping asphalt roadway	15,000	SF		\$	\$	See detail 5/19
				-	-	
Pavilion # 2 Poligon (Community Garden)	1	Ea		\$	\$	Poligon sheet C604, #23
				-	-	
Concrete slab	200	SF		\$	\$	See detail 2/24
				-	-	

Surface mount metal post footings	8	Ea		\$ -	\$ -	See detail 4/25
30" Granite column base	8	Ea		\$ -	\$ -	See detail 1/25
Ceiling fan and electrical outlet - Complete	1	Job		\$ -	\$ -	See detail 3/24
Fire Extinguisher	1	Ea		\$ -	\$ -	See detail 4/24
Shop drawings on Pavilion #2	1	Ea		\$ -	\$ -	See Section 01340
Complete city building permit	1	Ea		\$ -	\$ -	See Exhibit B of ITB
Poligon Warranty	1	Ea		\$ -	\$ -	See Poligon PO.
Sidewalk on Briarwood Way						
5' concrete walk 105'	525	SF		\$ -	\$ -	See detail 9/19
Concrete curb - Match existing	105	LF		\$ -	\$ -	See detail 7/19
Concrete Pervious Trail (Community Garden)						See Sheet 33
8' wide pervious concrete trail 265' x 8	2,120	SF		\$ -	\$ -	See detail 12/19
6' wide pervious concrete trail 175 lf	1,050	SF		\$ -	\$ -	See detail 12/19
10' wide heavy duty concrete trail 120'	1,200	SF		\$ -	\$ -	See detail 2/19
Removable bollard	3	Ea		\$ -	\$ -	See detail 9/22
Community Garden						See sheet C614
wood Gate A 2 - 2.75' each	2	Ea		\$ -	\$ -	Customize from Fence detail
Garden Boxes 4' x 10' x 18" ht.	21	Ea		\$ -	\$ -	See detail 3/36
1. HC Garden Box 4' x 10' x 3' Ht	1	Ea		\$ -	\$ -	Sim. to detail 3/36

2. Soil mix	52	CY		\$	\$	See section 02921
Perimeter Fence 5' Ht	228	lf		\$	\$	See detail 2 / 33
Perimeter Flower Bed 18" Ht	192	lf		\$	\$	See detail 3 / 33
Garden walking surface - aged HW mulch	2,120	SF		\$	\$	See detail 5 /33
1. Textile fabric over walking surface	2,120	SF		\$	\$	See Detail 6/37
Potting shed structure 10' x 20'	200	SF		\$	\$	See detail 5/ 33
1. Granite Screenings Surface	200	SF		\$	\$	See detail 5/ 33
2. Wood Bench top	16	lf		\$	\$	See detail 4/ 33
3. Fire Extinguisher	1	ea		\$	\$	On potting shed post
4. Pickup Potting Shed city building permit	1	ea		\$	\$	At City Hall.
Wood Gate B 2 - 2.75' each	2	Ea		\$	\$	Customize from Fence detail
Reconstruct Arbors X & Y	2	Ea		\$	\$	See detail 1/ 33 - location
Install salvaged birdhouse (garden)	1	Ea		\$	\$	labor only
Duplex Receptacles - complete	2	Ea		\$	\$	See Electrical Plans E Series
Crushed slate trail 6' wide - 500 lf	3,000	SF		\$	\$	See detail 3/37
Bridge West Access and Concrete Trail						See Detail 1/32
Clear pathway and prune limbs - access	1	Job		\$	\$	See Spec Section 02112
Textile fabric over ground 10' x 150' access	1,500	SF		\$	\$	See detail 6/37
Gravel protection course 3" x 10' x 150' access	14	CY		\$	\$	See detail 1/32

Cleanup debris after bridge construction	1,500	SF		\$ -	\$ -	See Section 02975
Structural base course 8' x 150' 3" thick	15	CY		\$ -	\$ -	See detail 12/19
8' Pervious concrete trail @ 150'	1,200	SF		\$ -	\$ -	See detail 12/19
Add soil and mulch along edges	130	SF		\$ -	\$ -	See detail 1/19
5' Concrete sidewalk on street - match existing	130	SF		\$ -	\$ -	See detail 1/19
Concrete curb - match existing	24	lf		\$ -	\$ -	See detail 7/19
Gator Bridge -10' x 100' Aluminum - bronze	100	LF		\$ -	\$ -	See sheets C610 & C611
Shop Drawings - by Gator Bridge	1	job		\$ -	\$ -	See Specs Section 01640
10' Lumberock Deck - installation	1,000	job		\$ -	\$ -	Part of Gator Bridge materials
Concrete Abutments	2	Ea		\$ -	\$ -	See Sheet C612
Wing Walls -(East 12' West 12')	24	lf		\$ -	\$ -	See detail 1/29
Guardrails	18	lf		\$ -	\$ -	See detail 6/34
Helical Piers - final design by contractor						See details 2 & 3/29
1. Helical Piers - Vertical - 8 per abut. 50' long	16	Ea		\$ -	\$ -	
2. Helical Piers - Horizontal 2 per abut. 30' long	4	Ea		\$ -	\$ -	See sheets 29 & 30
Bridge Installation complete	1	Job		\$ -	\$ -	See Specs Section 05552
Complete City building permit	1	job		\$ -	\$ -	See Exhibit B of ITB
10 yr. Warranty on Bridge - Gator	1	job		\$ -	\$ -	See Specifications

Concrete Stairs 6' wide w cheek wall	10	Ea		\$ -	\$ -	See sheet C607
Handrail on steps	50	lf		\$ -	\$ -	See detail 1/26
6' wide pervious concrete trail 270 lf	1,620	SF		\$ -	\$ -	See detail 12/19
Bench @ beginning of trail	1	Ea		\$ -	\$ -	See detail 8/22
Bridge East Access						See detail 2/32
Grade in pathway	1	Job		\$ -	\$ -	See Section 02200
textile fabric over ground 10' x 40'	400	SF		\$ -	\$ -	See detail 6/37
Gravel support course 3" x 10' x 40'	4	CY		\$ -	\$ -	See detail 1/32
Cleanup to remove gravel and fabric	400	SF		\$ -	\$ -	See Section 02975
Site Furnishings						
Bench	5	Ea		\$ -	\$ -	See detail 8/22
Swinging bench	2	Ea		\$ -	\$ -	See detail 4/34
Picnic table	8	Ea		\$ -	\$ -	See detail 6/22
Trash receptacle	4	Ea		\$ -	\$ -	See detail 7/22
trash /Recycle receptacle	4	Ea		\$ -	\$ -	See detail 7/22
Bike Rack - @ swimming pool	1	Ea		\$ -	\$ -	See detail 9/22
Bench concrete pad	5	Ea		\$ -	\$ -	See detail 3/22
Swinging bench concrete pad 5' x 11'	2	Ea		\$ -	\$ -	See detail 4/34
Trash receptacle concrete pad	4	Ea		\$ -	\$ -	See detail 2/22
Trash / Recycle concrete pad	4	Ea		\$ -	\$ -	See detail 4/22
Bike Rack - concrete pad	1	Ea		\$ -	\$ -	See detail 9/22
Site Signage						

Stop sign	1	Ea		\$	\$	See detail 5/20
				-	-	
Reinstall park rules sign	1	JOB		\$	\$	Sim. detail 1/20
				-	-	
Yield sign	3	Ea		\$	\$	Sim. detail 5/20
				-	-	
Reinstall dog station	1	job		\$	\$	Labor only
				-	-	
Landscape - <i>Plant List Exhibit K ITB</i>						See sheet L100 Sheet 50
Site Planting Schedule	1	job		\$	\$	Transfer from Plant Schedule
				-	-	
Bioretention Planting	1	job		\$	\$	Transfer from Plant Schedule
				-	-	
Site Lighting & Electrical - <i>See Exhibit K ITB</i>						See sheets 52 to 59
Parking lot lighting - see Fixture schedule	1	job		\$	\$	Sheets 53 to 55
				-	-	
Duplex receptacles for garden - Complete	1	job		\$	\$	See sheets E101 to E104
				-	-	
Relocate EV charges - complete	2	Ea				See sheet 55
ATT conduit installation	1	job		\$	\$	See sheet ATT-01 #52
				-	-	
Final Cleanup - SITE	160,000	sf		\$	\$	See Section 02975
				-	-	
As-built drawings	1	job	1	\$	\$	See Exhibit B of ITB
				-	-	
Allowance Items						See Section 01220
Excavation & removal of unsatisfactory soil	200	CY	400	\$	\$	See Section 02200
				-	-	
Excavation & removal of mass rock to subgrade	100	CY	100	\$	\$	See Section 02200
				-	-	

Excavation & removal of trench rock to subgrade	100	CY	100	\$	\$	See Section 02200
				-	-	
Refill void with satisfactory soil	200	CY	400	\$	\$	See Section 02200
				-	-	
Refill void with GAB	200	CY	200	\$	\$	See Section 02200
				-	-	
Refill void with #57 stone or surge stone	200	CY	300	\$	\$	See Section 02200
				-	-	
18" silt sock - Sd1-Ns	500	If	500	\$	\$	See Erosion Control sheets
				-	-	
Double silt fence	300	If	300	\$	\$	See Erosion Control sheets
				-	-	
hand dig double silt fence trench Sd1-S	300	If	300	\$	\$	Labor only
				-	-	
Silt Fence and 18" silt sock combination	300	If	300	\$	\$	See Addendum #1 Detail
				-	-	
Wooden trail walls - uphill	100	If	5	\$	\$	See detail 5/34
				-	-	
Wooden trail walls - downhill	200	LF	150	\$	\$	See detail 4/36
				-	-	
Helical Piers	100	If	100	\$	\$	See sheets 31 & 32
				-	-	
Geotechnical borings Deep 70'	2	Ea	2	\$	\$	See Section 05663
				-	-	
Shallow 10'	6	Ea	6	\$	\$	See sheets 31 & 32
				-	-	
Metal Guardrail 6' sections 10 each	60	LF	60	\$	\$	See detail 6/34
				-	-	
Additional Items identified by the Contractor						See Exhibit K of ITB
				\$	\$	
				-	-	
				\$	\$	
				-	-	
Sub - Total						
General Conditions including Phasing	-	%		\$	\$	All costs not in items list
				-	-	

TOTAL PROJECT BID					\$ -	Lump Sum Bid
DEDUCT ALTERNATES - ALL in BASE BID	QTY	UNIT	Contractor	Unit \$	Deduct \$	
Drainage Area B -						See Sheet C401
1. Water Quality unit	1	Ea		\$ -	\$ -	See detail C/403
2. Pedestal inlet	4	Ea		\$ -	\$ -	See details 1 & 3/14
3. End wall	1	Ea		\$ -	\$ -	See detail 4/14
5. HDPE 18"	81	lf		\$ -	\$ -	See Section 02630
6. HDPE 12"	95	lf		\$ -	\$ -	See Section 02630
TOTAL ITEM					\$ -	
Segmented Block Wall						
Wall A 67 lf Parking	161	ff		\$ -	\$ -	See detail 4/39
Wall B 76 lf at steps	182	ff		\$ -	\$ -	See detail 3/39
Wall C 80 lf culvert extension	280	ff		\$ -	\$ -	See detail 2/39
Add back grading option wo walls	1	job		\$ -	\$ -	See Sheet 400
TOTAL ITEM					\$ -	
Pavilion # 1 Poligon (Tennis Area)	1	Ea		\$ -	\$ -	See Poligon Sheet C604
Concrete slab	200	SF		\$ -	\$ -	See detail 2/24
Surface mount metal Post footings	8	Ea		\$ -	\$ -	See detail 4/25

30# Column stone base	8	Ea		\$ -	\$ -	See detail 1/25
5' concrete sidewalk 70 lf	350	SF		\$ -	\$ -	See detail 12/19
Fire Extinguisher	1	Ea		\$ -	\$ -	See detail 4/24
Shop drawings on Pavilion #2	1	Ea		\$ -	\$ -	See Section 01340
Complete city building permit	1	Ea		\$ -	\$ -	See Exhibit B of ITB
Poligon Warranty	1	Ea		\$ -	\$ -	See Poligon PO.
TOTAL ITEM					\$ -	
Tennis Seating Area						
Sidewalk 5' x 210'	1,050	SF		\$ -	\$ -	See detail 1/35 C616
Seating walls	110	lf		\$ -	\$ -	See detail 2/35
Wooden steps 6 ea @ 4'	20	lf		\$ -	\$ -	See detail 3/35
Granite Screenings 2" thick	400	SF		\$ -	\$ -	See detail 1/35
TOTAL ITEM					\$ -	
Pavilion # 2 Poligon (Community Garden)	1	EA		\$ -	\$ -	See Poligon sheet C604
Concrete slab	200	SF		\$ -	\$ -	See detail 2/24
Surface mount Post footings	8	Ea		\$ -	\$ -	See detail 4/25
3-" Granite Column stone base	8	Ea		\$ -	\$ -	See detail 1/25
Ceiling fan and electrical	1	Job		\$ -	\$ -	See detail 3/24
Fire Extinguisher	1	Ea		\$ -	\$ -	See detail 4/24
Shop drawings on Pavilion #2	1	Ea		\$ -	\$ -	See Section 01340
Complete city building permit	1	Ea		\$ -	\$ -	See Exhibit B of ITB
Poligon Warranty	1	Ea		\$ -	\$ -	See Poligon PO.

TOTAL ITEM					\$ -	
Bridge 10 year Warranty	1	Ea		\$ -	\$ -	See Gator Quote
TOTAL DEDUCTS					\$ -	

			PLANT LIST SCHEDULES								
			BRIARWOOD PARK IMPROVEMENTS								2/28/2023
	A		Site Plantings								
		Sym	Scientific Name	COMMON NAME	Qty	Calip.	size	notes	Unit \$	Total \$	COMMENTS
	TREES		Nyssa Sylvatica	BLACK GUM	17	4"	B&B		\$ -	\$ -	Single trunk well formed
			Ulmus alata	WINGED ELM	7	4"	B&B		\$ -	\$ -	Single trunk well formed
			Quercus Irata	OVERCUP OAK	4	4"	B&B		\$ -	\$ -	Single trunk well formed
			Taxodium distichum	BALD CYPRESS	3	3"	B&B		\$ -	\$ -	Single trunk well formed
			See CIBS	TOTAL					\$ -		Transfer total to #25 A CIBS
	B		Bio-retention Plantings								
		Sym	Scientific Name	COMMON NAME	Qty	Calip.	size	notes	Unit \$	Total \$	COMMENTS
		CA	CALLICARPA AMERICANA	Beautyberry	19		3 gal		\$ -	\$ -	evenly spaced
	Sh	HQ	HYDRANGEA QUERCIFOLIA	Oakleaf Hydrangea	16	-	3 gal		\$ -	\$ -	evenly spaced
		AV	ANDROPOGON VIRGINICUS	Broomsage	144	-	1 gal	18" O.C.	\$ -	\$ -	evenly spaced
		CL	CHAZZMANTHIUM LATIFOLIUM	Inland Sea Oats	223	-	1 gal	24" O.C.	\$ -	\$ -	evenly spaced

Exhibit L

Specifications and Plans Briarwood Park Improvements