



**Invitation to Bid, No. 23-123  
MURPHEY CANDLER PARK LAKE HOUSE**

**September 1, 2023**

Pre-Bid Conference  
**Tuesday, September 12, 2023, at 10:00 a.m. EST.**  
**Brookhaven City Hall**  
**4362 Peachtree Rd, Brookhaven, GA 30319**  
site visit will follow conference.

**BID DUE DATE and BID OPENING DATE:**  
**Monday, November 01, 2023, at 3:00 p.m. EST.**  
**Via Zoom- Meeting ID# 825 4235 4757**

<https://us05web.zoom.us/j/82542354757?pwd=3tMpDVFP9bAot2pPabXFGYD22Qugil.1>

**Bids shall only be accepted online through the Bonfire Portal at:**  
<https://brookhavenga.bonfirehub.com/projects/view/105253>

**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](mailto: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/105253>. Questions are due no later than **Friday, October 13, 2023, at 5:00 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/105253> 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 an 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 23-123**

**Murphey Candler Park Lake House**

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 365 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 23-123 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: Murphey Candler Park Lake House– 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 provided by law.

**7. TERMINATION FOR CONVENIENCE:**

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

**8. TERMINATION FOR FUND APPROPRIATION:**

The City may unilaterally terminate this Contract due to 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 applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each 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 provider 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: \_\_\_\_\_  
Sandra Bryant  
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

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### 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.

## EXHIBIT A

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### GENERAL CONDITIONS

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

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### GENERAL CONDITIONS

individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

#### 5. TOOLS AND EQUIPMENT

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

#### 6. PERFORMANCE REQUIREMENTS

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

#### 7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.



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### GENERAL CONDITIONS

- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

### 8. USE OF PREMISES

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

### 9. SAFETY AND PROTECTION

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

### 10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or

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### GENERAL CONDITIONS

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

- 10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 10.6 The Service Provider shall submit all invoices City of Brookhaven Public Works Department electronically to [pwadmin@Brookhavenga.gov](mailto: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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### GENERAL CONDITIONS

performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

#### 12. SERVICE PROVIDER'S LIABILITY

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

#### 13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents,

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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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### GENERAL CONDITIONS

any claim made or suit instituted against the Service Provider because of its activities in the performance of the Contract.

- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.
- 13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

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### GENERAL CONDITIONS

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000 if the Contract is \$1,000,000 or more unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000 unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

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### GENERAL CONDITIONS

- 13.7.4 Health Insurance. Not applicable.
- 13.7.5 Garage Liability Insurance. Not applicable.
- 13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.7 Crime Coverage. Not applicable.
- 13.7.8 Pollution Liability Insurance. Not applicable.
- 13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pays the deductible prior to its insurer's payment of the claim.
- 13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall be provided that they are primary insurance with respect to any other valid insurance the City may possess and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider

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### GENERAL CONDITIONS

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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**GENERAL CONDITIONS**

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

**18. CITY’S AUTHORIZED REPRESENTATIVE**

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

**19. ASSIGNMENT**

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

**20. NOTICES**

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

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

City of Brookhaven, GA

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

Service Provider

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**21. NONDISCRIMINATION**

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

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

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

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

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

21.1.5 Sanctions for Noncompliance. In the event of the Service Provider’s noncompliance with the nondiscrimination provisions of this Contract, the City

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

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

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

21.1.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

### 22. COPYING DOCUMENTS

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

### 23. GENERAL PROVISIONS

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

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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 that a suit has been brought in an inconvenient forum. The Service Provider agrees to

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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.
- 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



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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 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,

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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-stated 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.
- 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

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(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 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

## EXHIBIT A

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### GENERAL CONDITIONS

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 Lake House project is located on the lake in Murphey Candler Park, on West Nancy Creek Drive, in Brookhaven, GA, and includes, but is not limited to, the following:

- Obtain the City Permits from the City of Brookhaven offices.
- Obtain the Dekalb County Permits from Dekalb County offices.
- Pick up Dekalb County Sewer Approval from the County Sewer and Water offices.
- Coordinate with the Owner's Representative to have the city pay utility, tap, and impact fees directly to the City of Brookhaven or Dekalb County utility departments.
- Secure any other permits necessary for building the project and utilities.
- Submit a construction sequencing process and traffic control plan for city review.
- Construction stakeout and field location adjustments in conjunction with the Owner.
- Removal of in-place security fences and erosion control fences left from previous project.
- Installation and maintenance of 6' chain-link project security and tree protection fencing.
- Installation and maintenance of erosion control measures.
- Field adjustments of the erosion control and substitutions of silt sock and fence.
- Coordination with City arborist for prescriptive tree care of trees designated to remain.
- Remove marked trees and undergrowth within limits of disturbance.
- Tree protection of critical trees and root plates on site with city arborist.
- Hand cutting and removal of trees in the 25' State Buffer on the lake leaving stumps.
- Demolition and re-construction of a Dekalb County Sewer Line
- Coordination with Georgia Power to remove site trail lights and power lines.
- Site demolition of an existing parking lot, curbs, and drainage structures.
- Removal and capping of abandoned utility lines and meters on site.
- Grading the designated project areas.
- Removal, storage, and protection of existing granite curbs for reinstallation.
- Installation of new and salvaged granite curbs
- Install storm drainage system, structures, and pipes.
- Install sanitary sewer, grease trap, and drain lines connections to the Lake House
- Install water service, power line and gas line complete with connections to Lake House
- Coordinate with utility providers for required services.
- Install quick coupler water irrigation system.
- Construction of the 4000 sf Lake House structure and two (2) side Pavilions complete.
- Construction of 3000 sf cantilevered outdoor sun deck with metal guard rails

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

- Construct concrete roadways, sidewalks, ramps, curbs, and handicap parking.
  - Grading and paving new asphalt parking lot and placing wheel stops.
  - Paint crosswalks, HC spaces, and parking stripes
  - Install landscape trees, shrubs, ground cover, turf, and mulch.
  - Restore damaged access routes and storage areas.
  - Site lighting and electrical in the parking lot and electrical service to the Lake House.
  - Install empty conduit between two (2) Ga. Power poles in the parking lot for future use.
  - Coordinate with the City for a security system, phone, and cable to the lake house.
  - Prepare As-built drawings of the finished project.
- 
- ALL REFERENCE TO THE BID ADD ALTERNATE – GEOTHERMAL SYSTEM SHALL BE OMITTED. NOTE ADD ALTERNATE-GEOTHERMAL SYSTEM HAS BEEN STRUCK FROM THE CONSTRUCTION ITEMS BID SCHEDULE IN EXHIBIT K. OMIT SPECIFICATION APPENDIX 12, GEOTHERMAL FIELD LOCATION. OMIT REFERENCE TO ITEM 17.D ON DRAWING C4.8A. OMIT REFERENCES TO GEOTHERMAL AREA ON DRAWING C5.8C. OMIT REFERENCES TO HVAC ALTERNATE ON THE ARCHITECTURAL COVER SHEET A000. OMIT DRAWINGS M200, M301, M302, AND E3.02

Permitting:

1. Contractors shall pick up approved permits from city and county offices.
2. Pick up the site LDP22-00017 from the City of Brookhaven Office.
3. Dekalb County has approved the LDP Permit # 3116761
4. Pick up the City Building permit BLC22-00242 from the City of Brookhaven offices.
5. Dekalb County has approved the Building Permit # 3122454. See Appendix
6. There is a Sewer Relocation Plat prepared and will be provided to the winning bidder.
7. Letter of ‘*No Permit Required*’ for EPD and ACOE is not required.
8. There is a 25’ state buffer setback along the bank of the lake at the lake house.
9. There is no encroachment in the 25’ zone. Tree clearing must be done by hand.
10. There is no state buffer at the spillway wall and rip rap on the lake.
11. City has waived the requirements for a buffer variance in the 50’ and 75’ setbacks.
12. See Tim Ward permit letter in the Appendix for clarification on permits.
13. See Suggested Phasing Plan in the Appendix for information.

**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

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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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 site for construction and delivery may be limited based on location because of the City P&R schedule. Contractor shall submit a Traffic Control plan to the city for acceptance prior to starting construction. West Nancy Creek Drive and Candler Lake Circle West cannot have both lanes closed at any time. The Park will remain open and active during construction and these roads are critical for circulation.
3. **Trail Detour:** A detour mulch trail has been included in the project to allow the public to continue using the Murphey Candler Park trails without crossing the construction site. The contractor will be responsible for building, maintaining and removing this trail after the project is completed. See Exhibit 11 in the Appendix.
4. **Underground Utilities:** There are existing utilities on site that served a house on site that was recently demolished. Utility lines have been marked on the site survey, but that does not guarantee that all utilities were located. It is the responsibility of the contractor to have the utilities marked and take care not to cut any existing utilities known or unknown. Contractors shall work closely with the City and utility service providers to identify, cap, demolish and or extend the necessary utilities. Any removed meters or equipment shall be returned to the respective providers.
5. **Utility Locator:** Contactor shall include the cost of a locator survey as part of his site construction preparation.
6. **Dekalb County Sanitary Sewer Relocation;** An existing Dekalb County Sanitary sewer line must be relocated on the site. The contractor must coordinate closely with the Dekalb County Sewer and Water Authority during the demolition of the old and installation of the new sanitary sewer line. County has reviewed the plans and issued an approval for construction.

A sewer relocation plat has been prepared and will be made available to the winning bidder.

7. **Clearing in the State Buffer:** There are special conditions that apply to the removal of vegetation in the 25' State Buffer around the lake. Trees and small plants must be cut by hand flush to grade and removed. No stumps or root balls are to be removed. No machinery or ground disturbance is allowed inside the buffer. The area immediately between the Lake House and the Lake is the State Buffer. The buffer must remain staked and delineated throughout the duration of the project to avoid any

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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construction traffic or machinery from entering the buffer zone. See Section 02112 for directives.

8. **Spillway and Dam Maintenance Project:** The City's Public Works Spillway Repair and Maintenance Project may be ongoing during Lake House construction. The Lake House contractor may be required to communicate and coordinate as needed with the spillway contractor for use of the existing parking lot area. An allowance has been given in the bid for this work if needed.
9. **Ga. Power Conduit:** The contractor will be coordinating with Ga Power to lay a conduit under the parking lot between two power poles to be used for future burial of the overhead power lines between these two poles.
10. **Construction Sequencing:** City P&R activities will be ongoing in the park during the construction project. The contractor must review Project Sequencing Section 01014 in the Project Manual for a more complete description of the requirements for Sequencing. See Phasing Exhibit in the Appendix of the Project Manual for suggestions on sequencing the work.
11. **Utility Fees:** All utility, tap, impact, and other fees to the city or county shall be paid directly by the Owner to the respective agencies. Contractor shall determine fees and coordinate with the city to pay the fees.
12. **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.
13. **Appendix:** Various documents important to the understanding and execution of the Lake House project are contained in the Appendix of the Project Manual. Contractors are encouraged to review these documents during the bid process.
14. **Submittals:** The client team recognizes that there have been supply chain issues that create delays in the process, especially steel, electrical, and lumber. 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 team 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.



**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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**Bidders must meet the following required experience qualifications:**

- A. Bidders 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 as evidence of such experience. Reference projects shall be submitted as Exhibit I.
- B. The contractor and superintendent must demonstrate they are aware and familiar with requirements for working adjacent to the limits of the EPD setbacks along the lake.
- C. All subcontractors shall have a minimum of three (3) years of experience, and a state license or certificate in the technical specifications, in the respective trade for which they are contracted.
- D. The General Contractor shall prepare a Traffic Control Plan and Construction Phasing Plan with receive approval from the City of Brookhaven before site work can begin.
- E. The contractor shall include the cost of preparing a Traffic Control Plan and Construction Phasing Plan as part of the bid. See Section 01014 Project Sequencing for description of the intended requirements.
- F. The city of Brookhaven reserves the right to confirm all information provided in Paragraphs III, IV & V of the Instructions to Bidders and obtain additional references from the project manager and/or architect for the specific projects identified. A poor reference may be grounds for disqualification from this project.
- G. 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.
- H. Bidder shall not be currently under indictment for criminal misconduct involving any local, state, or federal government entity.
- I. The Bidder shall provide information on any contract termination (by Owner) or any contract disputes that ended in litigation for each project.
- J. 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.
- K. Attach copies of the following to this form:

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

- Company Quality Control Program
- Company Safety Program
- OSHA Citations received in the past 5 years

L. Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

**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. Work is expected to begin within **14 Calendar days** of approval of the contract and all work be completed within **365** calendar days.
2. The Contractor shall have **365** calendar days from the formal Notice to Proceed (NTP) to complete the project. Failure to complete construction as specified will result in the assessment of Liquidated Damages at a rate of **\$500.00** per calendar day.
3. Security: The construction will be completed while the remainder of the park and West Nancy Creek Drive remain open to the public. The public will be permitted to access other areas of the Murphey Candler Park that are not within the construction area. All Park areas not fenced off as construction zones will be fully open to the public per normal park hours during construction. The Contractor shall take necessary precautions to secure the construction site and to maintain a safe environment for the public by installing a 6' high chain link fence around the LOD of the project.

The final location of the security fence can be adjusted in the field with the owner's representative prior to construction or as needed when changing phases.

4. The contractor shall obtain approval for the location of temporary work trailers before setting any trailers on the site or in the ROW of the local streets. Additional security fences may be erected with the approval of the Owner's Representative.
5. The contractor must provide traffic control when accessing West Nancy Creek Drive for deliveries or removals. Before work begins, a Traffic Control Plan must be submitted by the contractor to explain the intended process for traffic control to allow the public use of West Nancy Creek Drive during construction. Trained workers and proper signage must be provided to assure the safety of the public moving past the construction site. The

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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parking areas, trails, and park roadways must be kept clean and free of debris when construction is not within the immediate area.

6. 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 consists of all Labor, Materials and Equipment required for the construction of the Lake House and site within Murphey Candler Park.
8. The City will contract with a firm that will 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.
9. 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. 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. Contractors shall coordinate their work with the provider of all utilities located on the site that has 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. 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. Contractors are expected to visit the site before presenting the bid.

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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13. 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. The City of Brookhaven will not provide restroom facilities for use by the contractor, subcontractors, or any of their employees.
15. 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. All bidders must be licensed by the State of Georgia to be a General Contractor.
17. 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. The General Contractor, after award of 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.
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. 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. Earthwork: The contractor is responsible for all grading shown on the plans, unless noted otherwise. The Contractors shall develop their **own** quantity take off based on the Bid Documents.

Earthwork-related quantities shown on the plans (if any) are provided for reference only

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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and shall not be utilized for bidding purposes. The contractor shall compute their own grading quantities. Any haul-off of excess materials or import of materials needed to complete the grading shall be included by the 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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 specifications, the higher cost item shall be included in the scope, and the Owner notified of the discrepancy.

28. 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

**EXHIBIT B**  
**SPECIFICATIONS AND SCOPE OF WORK**

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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 on the Daily Record.

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

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### 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 Oblige)

4362 Peachtree Road NE, Brookhaven, Georgia 30319

(Address of Oblige)

herein after referred to as Oblige, 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. 23-123  
**Murphey Candler Park Lake House**

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)

(SEAL)

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

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

(Surety)

ATTEST

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

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

(Seal)

(Address)

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**  
**BOND DOCUMENTS**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
Hereinafter called Principal, and

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

\_\_\_\_\_  
(Address of Surety)

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

**The City of Brookhaven Georgia**

\_\_\_\_\_  
(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, Georgia 30319

\_\_\_\_\_  
(Address of Obligee)

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

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

**EXHIBIT D**  
**BOND DOCUMENTS**

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

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

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

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

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

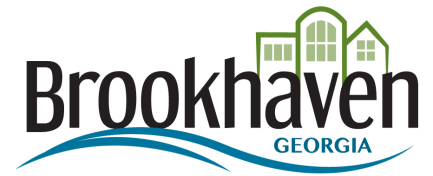
Witness:

\_\_\_\_\_  
(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

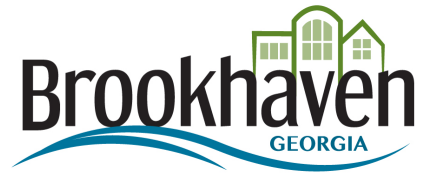
\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_

[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).**

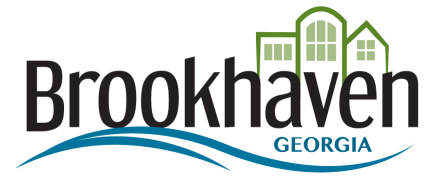
Subscribed and Sworn Before Me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_'

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:

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**EXHIBIT I**  
**REFERENCES**

**Murphey Candler Park Lakehouse**

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

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**SUBCONTRACTORS**  
**Murphey Candler Park Lakehouse**

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**  
**Murphey Candler Park Lake House**

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

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

# **EXHIBIT K**

## **CONSTRUCTION ITEMS BID SCHEDULE**

### **Sub-Schedules:**

- 1. Building Schedule**
- 2. Fixture Schedule- Site lighting**
- 3. Plant List Schedule**

**EXHIBIT K**  
**BID SCHEDULE**  
**Murphey Candler Park Lake House**

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**INSTRUCTIONS TO BIDDERS & CONSTRUCTION ITEMS BID SCHEDULES**

1. In compliance with this ITB, the Bidder proposes to enter into 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" or "Client"*), invites bids on the forms included herewith for the:

**Murphey Candler Park – Lake House & Site**

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 themselves 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.

**NOTE:** The Project Manual is issued as two (2) Volumes.

Volume 1 of 2 is for the Site Improvements and Bid Documents

Volume 2 of 2 is for the Lake House structure Technical Specifications

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, Drawings, Construction Items Bid Schedule (CIBS), 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) 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**

## EXHIBIT K

### BID SCHEDULE

#### Murphey Candler Park Lake House

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

#### 5. Construction Items Bid Schedule. (CIBS)

A Construction Items Bid Schedule (CIBS) 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 Building Breakdown 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. The contractor shall also attach all sub-schedules to the CIBS and Bid Form

**Site Lighting Fixture Schedule:** A lighting 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. Quantities:

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

## EXHIBIT K

### BID SCHEDULE

#### Murphey Candler Park Lake House

determine if all quantities and items are adequately covered by the items on the Construction Schedule. Any discrepancies shall be reported to the Owner's Representative so the quantities may be adjusted accordingly by addenda during the bid process. The contractor is responsible for verifying all stated design quantities, listing them in Contractor Qty Column and bid enough to complete the project as designed and shown on the Construction Drawings.

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

#### **7. General Conditions, Overhead, Fee, and Profit:**

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

#### **8. Contractor Additional Items:**

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

#### **9. Allowances:**

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

#### **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 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 items.

Mobilization includes picking up approved LDP and Building permits from the city and county offices. Also securing any other permits necessary for construction.

#### **11. Alternates:**

**EXHIBIT K**

**BID SCHEDULE**

**Murphey Candler Park Lake House**

Alternates are identified at the bottom of the Construction Items Bid Schedule (CIBS). Contractor shall complete this schedule as required and show the Alternate sums where required on the Bid Schedule and Bid Form. The Owner will decide before the contract is awarded if the alternate costs are acceptable and if they are to be included in the base contract.

- 12. Project Manual:** The project Technical Specifications for the site and for the lake house building are issued as separate Volumes. The ITB, General Conditions and Division 1, and the Appendix are found in Volume 1 of 2 for the project and shall apply to both volumes. Volume 1 of 2 also contains the Technical Specifications for the Site. Volume 2 of 2 contains the Technical Specifications for the Lake House Structure.

The two (2) project manuals are considered as one project.

- 13. Non-Compliance:**

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

**END OF EXHIBIT K**

**EXHIBIT K**

**BID SCHEDULE**

**Murphey Candler Park Lake House**

<b>H</b>	<b>MCP Lake House - Construction Items Bid Schedule</b>						<b>5/15/2023</b>
<b>#</b>	<b>Construction Items</b>	<b>Design QTY</b>	<b>Unit</b>			<b>Total \$</b>	<b>Notes</b>
<b>1</b>	<b>Staking - Site</b>	1	job	1	\$ -	\$ -	See sheet 7
a	Mobilization ( <i>part of general conditions</i> )	1	job	1	\$ -	\$ -	Max 1% of subtotal
b	Pick-up permits from City Hall - <i>Allowance</i>	1	job	1	\$ 100.00	\$ 100.00	See Exhibit-B ITB page 2, 3
c	Underground Utilities Survey	1	job	1	\$ -	\$ -	See specs Section 02100
d	Prepare traffic control / Sequencing plan	1	job	1	\$ -	\$ -	See Section 01014
e	Collaborate with Tree Care Co. <i>Allowance</i>	1	job	1	\$ 500.00	\$ 500.00	See Section 02112
f	Temporary trail re-route & maintenance	550	LF		\$ -	\$ -	See Appendix Exhibit 11
g	Protect existing asphalt trail / access	850	SF		\$ -	\$ -	See Section 02060
h	Perimeter Security Fences - Chain link						See Section 02060
	1. Phase 1 Lake House area	1,000	LF		\$ -	\$ -	See Appendix Exhibit 8
	2. Phase 2 <i>Reuse part of phase 1 fence</i>	350	LF		\$ -	\$ -	Additional for next phase
<b>2</b>	<b>Demolition - Complete</b>						See C3.8A Sheet 4
a	Remove asphalt parking - Complete	26,280	SF		\$ -	\$ -	Traffic Control Plan
	1. remove street paving	1,600	SF		\$ -	\$ -	See Section 02060
	2. remove concrete apron	120	SF		\$ -	\$ -	See Section 02060
b	Remove and salvage signs	6	Ea		\$ -	\$ -	Give to owner
c	Remove concrete curb and gutter	410	LF		\$ -	\$ -	See Section 02060
d	Remove and salvage gate	2	Ea		\$ -	\$ -	Give to owner

**EXHIBIT K**

**BID SCHEDULE  
Murphey Candler Park Lake House**

e	Remove large boulders on site	1	job	\$	\$	Stack in pile for owner
f	Relocate existing power pole	NIC				Coordinate w Ga. Power
g	Asphalt removal - By hand					
	1. critical root zone area remove by hand	5,000	SF	\$	\$	Line. 3.03 Section 02060
	2. asphalt trail under trees remove by hand	850	SF	\$	\$	Line. 3.03 Section 02060
h	Remove plastic Bollards	17	Ea	\$	\$	See Section 02060
i	Remove or cap abandoned utility lines	1	job	\$	\$	See utility plan sheet 10
	1. salvage water meter	1	job	\$	\$	Give to Water Authority
	2. remove headwall	1	job	\$	\$	See Section 02060
j	Remove and salvage granite curb	340	LF	\$	\$	store on site to reuse
k	Remove and salvage 3' split rail fence	412	LF	\$	\$	Store to reinstall
l	Remove 4' chain link fence	40	LF	\$	\$	Salvage to owner
m	Remove sidewalk	560	SF	\$	\$	See Section 02060
n	Protection existing sign wall	1	job	\$	\$	See Section 02100
o	Remove existing sewer pipe	400	LF	\$	\$	See utility plan sheet 10
p	Remove headwall	1	Ea	\$	\$	plug abandoned pipes
q	Remove existing site electrical and light poles	3	Ea	\$	\$	Coordinate w Ga. Power
r	Remove old chain-link fence - complete	420	LF	\$	\$	See Section 02060
s	Remove existing benches, signs, trash can	1	Ea	\$	\$	Salvage to owner
t	Protect and maintain granite curb and wall	1	job	\$	\$	See Section 02100
u	Protect monument per client direction	1	job	\$	\$	See Section 02100
v	Remove concrete walk	130	SF	\$	\$	See Section 02060
w	Remove general site debris	1	job	\$	\$	See Section 02060



**EXHIBIT K**

**BID SCHEDULE  
Murphey Candler Park Lake House**

<b>3</b>		<b>Clearing &amp; Grubbing:</b>						See C5.8A, Sheet 5
	a	Tree protection fence	2,200	LF		\$ -	\$ -	See Sheet 5, detail 2/5
	b	Coordinate-Prescriptive Tree care ( <i>Allow</i> )	25	tree s	2 5	\$ 100.00	\$ 2,500.00	See Section 02112
	c	Tree removal and stump	124	Ea		\$ -	\$ -	Trees marked with <b>X</b>
	d	Tree removal - cut flush to stump	33	Ea		\$ -	\$ -	Trees marked with <b>Xr</b>
	e	Tree removal-hand cut flush ( in the setback)	19	Ea		\$ -	\$ -	Trees marked with <b>Xr</b>
	f	Remove Small underbrush vegetation	1	job		\$ -	\$ -	See Section 02060 <b>P</b>
<b>4</b>		<b>Erosion Control:</b>						See C7.8 Sheets 14-21
	a	Initial Phase	3	Ac		\$ -	\$ -	See Section 02125
	b	Intermediate Phase	3	Ac		\$ -	\$ -	See Section 02125
	c	Final Phase	3	Ac		\$ -	\$ -	See Section 02125
	d	NPDES monitoring - coordinate w City contact	1	LS		\$ -	\$ -	See Section 02125
<b>5</b>		<b>Grading:</b>	75,000	SF		\$ -	\$ -	See C5.8 sheet 8
<b>6</b>		<b>Drainage:</b>						See C5.8 sheets 8 & 9
	a	Headwall	2	Ea		\$ -	\$ -	See detail 4/9
	b	End wall flume	2	Ea		\$ -	\$ -	See detail 3/11
	c	Grate Inlet	2	Ea		\$ -	\$ -	See detail 4/11
	d	Double wing trap inlet	2	Ea		\$ -	\$ -	See detail 2/11
	e	Junction box	1	Ea		\$ -	\$ -	See detail 6/9
	f	Water Quality Saffle Baffle	1	Ea		\$ -	\$ -	See detail 1/11

**EXHIBIT K**

**BID SCHEDULE  
Murphey Candler Park Lake House**

	g	18" RCP Pipe	125	LF		\$ -	\$ -	See Section 02630
	h	18" HDPE Pipe	93	LF		\$ -	\$ -	See Section 02630
	i	12" HDPE Pipe	152	LF		\$ -	\$ -	See Section 02630
	j	Rip Rap @ 2 locations	2	CY		\$ -	\$ -	See Section 02630
<b>7</b>		<b>Site Utilities:</b>						See C5.8 sheet 10
	a	Electric service line to transformer	160	LF		\$ -	\$ -	Coordinate w Ga. Power
		1. Buried electrical service line to bldg.	180	LF		\$ -	\$ -	See Utility plan sheet 10
		2. Transformer - Coordinate w Ga. Power	1	Job		\$ -	\$ -	Coordinate w Ga. Power
	b	Water service 1 1/2" line to building	270	LF		\$ -	\$ -	See utility plan, Sheet 10
		1. Vault, BF preventer, & valve complete	1	job		\$ -	\$ -	See detail 2/13
		2. 1 1/2" Tap and meter - Dekalb Co.	1			\$ -	\$ -	City pays directly to Dekalb
		3. Fire line 6" OD	210	LF		\$ -	\$ -	See utility plan, C6 series
		4. Fire hydrant	1	ea		\$ -	\$ -	See utility plan, C6 series
		5. Quick coupler - watering system	6	Ea		\$ -	\$ -	See detail 6/13
		6. Water line system - Quick coupler 3/4"	815	LF		\$ -	\$ -	See utility plan, C6 series
		7. 3/4" meter and BFP on quick coupler line	1	Ea		\$ -	\$ -	See detail 3/13
		8. Gate Valve 6"	1	Ea		\$ -	\$ -	See detail 3/13
		9. Tap 6", meter Dekalb Co.	1	Ea		\$ -	\$ -	City pays directly to Dekalb
		10. Double detector check apparatus -DDCA	1	Ea		\$ -	\$ -	See detail 5413
	c	Gas line:						See utility plan, C6 series
		1. Coordinate w Gas Co. to install <i>Allowance</i>	1	job	1	\$ 350.00	\$ 350.00	Coordinate w Gas co.

**EXHIBIT K**

**BID SCHEDULE  
Murphey Candler Park Lake House**

	d	Install communication, phone. security conduit <i>(from Lake House elect. rm to junction box at playground parking lot corner)</i>	400	lf	\$ -	\$ -	3" PCX conduit w 3 strings <i>Existing Junction Box flag in the field</i>
	e	Spare Sleeves - double 4" pvc	375	LF	\$ -	\$ -	See utility plan, C5.8C
	f	Ga. Power conduit for parking lot line	225	LF	\$ -	\$ -	See utility plan, Detail 5/31
<b>8</b>		<b>New 5' Sidewalk to Lake House:</b>					See C8.8 series
	a	New sidewalk	1,500	SF	\$ -	\$ -	See detail 8/23
	b	#1 Ramp, 5'x 56 LF	280	SF	\$ -	\$ -	See detail 7/24
	c	Handrail	112	LF	\$ -	\$ -	See detail 9/24
	d	#2 Ramp 5'x 35 LF	175	SF	\$ -	\$ -	See detail 7/24
	e	Handrail	70	LF	\$ -	\$ -	See detail 7/24
<b>9</b>		<b>New Asphalt Parking Lot: 91 Cars</b>					See staking Sheet 7
	a	Asphalt Pavement	33,700	SF	\$ -	\$ -	See detail 4/23
	c	Parking stripes	1,530	LF	\$ -	\$ -	See Section 02513
	d	ADA symbol	5	Ea	\$ -	\$ -	See Detail 1/7
	e	New ADA signs	5	Ea	\$ -	\$ -	See Detail 3/23
	f	ADA striping	3	Ea	\$ -	\$ -	ADA Standard
	g	Wheel stops	42	Ea	\$ -	\$ -	See Detail 8/24
<b>10</b>		<b>Concrete Sidewalk along Candler Lake W.</b>					See staking Sheet 7
	a	New sidewalk 5'	1,200	SF	\$ -	\$ -	See Detail 8/23
	b	Expansion joints 5'	8	Ea	\$ -	\$ -	See Detail

**EXHIBIT K**

**BID SCHEDULE**

**Murphey Candler Park Lake House**

	c	Reset original split-rail fence in place	412	Ea	\$	\$	See Item 2-J,1 CIBS
	d	Truncated dome mats	4	Ea	\$	\$	See Sheet 23
	e	Relocate existing power pole guy wires	NIE	job			Coordinate w Ga. Power
<b>1</b>		<b>New Curb in Parking lot</b>					
	a	Concrete curb & Gutter	1,230	LF	\$	\$	See Detail 6/23
	b	Reset Granite curb ( salvaged item 2 J )	340	LF	\$	\$	See Detail 5/23
	c	Roll curb for service access & trail	56	LF	\$	\$	See Detail 12/23
	d	Roll curb on Candler Lake W street	130	LF	\$	\$	See Detail 12/23
	e	Flush curb at ADA ramp entrance	32	LF	\$	\$	Sim. to Detail 12/23
<b>1</b>		<b>5' New Sidewalk Behind Street Curb: 115' x 5'</b>	575	SF	\$	\$	See detail 8/23
	a	Curb cut	10	LF	\$	\$	See Sheet 22 Detail 13/23
<b>1</b>		<b>Plaza Paving at Trail Entrance:</b>	750	SF	\$	\$	See Detail 7/23
	a	Curb cut	10	Ea	\$	\$	See Sheet 22 Detail 13/23
<b>1</b>		<b>Paint new crosswalks: 2 ea @ 30'</b>	60	LF	\$	\$	See Detail 11/23
	a	Re-paint existing crosswalk 1 ea @ 30'	30	Lf	\$	\$	See Detail 11/23
	b	Curb cuts 3 @ 10'	30	Lf	\$	\$	See Sheet 22 Detail 13/23
<b>1</b>		<b>Rebuild dirt trail 10' x 260 lf</b>	2,600	SF	\$	\$	match existing tail
<b>1</b>		<b><u>Relocate Dekalb Co Sanitary Sewer:</u></b>					See C5.8 sheet 10
	a	Sanitary Main Line 12" DIP - complete	387	LF	\$	\$	See Utility plan sheet 10

**EXHIBIT K**

**BID SCHEDULE  
Murphey Candler Park Lake House**

	b	Grease trap - 1000 gallon	1	Ea	\$	\$	Detail 2/10
	c	Sanitary connection Line 6" PVC	103	LF	\$	\$	See Utility plan sheet 10
	d	Junction / manhole Box	2	Ea	\$	\$	See Utility plan sheet 11
	e	Coordinate DeKalb Co Impact Fee	1	job	\$	\$	City to pay Dekalb direct
					200.00	200.00	
<b>17</b>		<b>New Lake House - Complete</b>	4,600	SF	\$	\$	Transfer from Bldg. Sched.
	a	Pavilions 18 x 18 = 324 sf x 2 ea	648	Ea	\$	\$	See architectural plans
	b	Lumberock Deck - canter leaver	1,600	SF	\$	\$	See architectural plans
	c	Lumberock Deck on posts	1,400	SF	\$	\$	See architectural plans
	d	Metal Wire Rails on Deck	310	LF	\$	\$	See architectural plans
<b>18</b>		<b>Heavy Duty Concrete Trail:</b>	1,100	SF	\$	\$	See Detail 6/24
	a	10' wide x 130'	1,300	SF	\$	\$	See Detail 6/24
	b	12' wide x 150'	1,800	SF	\$	\$	See Detail 6/24
	c	Driveway	520	SF	\$	\$	See Detail 6/24
	d	Gravel parking 10' x 27'	270	SF	\$	\$	3" deep #57 Stone
	e	Bollard at service entry	3	Ea	\$	\$	See Detail 5/24
<b>19</b>		<b>Plaza Paving - Concrete</b>	260	SF	\$	\$	See Detail 7/23
<b>20</b>		<b>Site Lighting</b>					See Series C10.8 Sheet 29
	a	Site Lighting Fixture Schedule	1	Cost	\$	\$	Transfer from Fixture Sch.
<b>21</b>		<b>Site Furniture</b>					See Section 02870

**EXHIBIT K**

**BID SCHEDULE  
Murphey Candler Park Lake House**

	a	Set existing bench	2	Ea		\$ -	\$ -	See Detail 1/24
	b	New trash receptacle	1	Ea		\$ -	\$ -	See Detail 2/24
	c	Bike rack	1	Ea		\$ -	\$ -	See Detail 3/24
	d	Concrete Pads	4	Ea		\$ -	\$ -	Sim Detail 8/23
<b>2</b>		<b>Site Signage</b>						
<b>2</b>	a	HC Parking Sign	4	Ea		\$ -	\$ -	See Detail 5/23
	b	Stop Sign	4	Ea		\$ -	\$ -	DOT Standard
<b>2</b>		<b>Landscape -</b>						See sheets 25 & 26
<b>3</b>	a	Trees / Gr. Cover / Other	18	Ea		\$ -	\$ -	See Plant Bid Schedule
	b	Topsoil 3" x 800 sf	3	CY		\$ -	\$ -	See section 02900
	c	Bed Preparation	800	SF		\$ -	\$ -	See section 02921
	d	Gator bags on trees	37	Trees		\$ -	\$ -	See Section 02808
<b>2</b>		<b>Final Clean Up</b>	90,000	SF		\$ -	\$ -	See section 02975
<b>4</b>								
<b>2</b>		<b>Traffic Control for Project</b>	1	job		\$ -	\$ -	See ITB Exhibit B line 2.
<b>5</b>	a	As Built drawings - <i>Allowance</i>	1	job	1	\$ 4,500.00	\$ 4,500.00	See ITB Exhibit B line 11.
<b>2</b>		<b>Unit Item - Allowances</b>						
<b>7</b>	a	Excavate and remove mass rock	200	CY		\$ -	\$ -	See Section 01220
	b	Excavate and remove trench rock	50	CY		\$ -	\$ -	See Section 01220
	c	Remove soil & Replace w compactable fill	50	CY		\$ -	\$ -	See Section 01220







**EXHIBIT K**

**BID SCHEDULE**

**Murphey Candler Park Lake House**

<b>BUILDING SCHEDULE</b>							4/7/2023
<b>Murphey Candler Park Lake House</b>							
#	Description	Type	Qty	Unit	Unit Price	Total Price	Notes
A	Foundation - complete	concrete	1	job	\$ -	\$ -	See Architecture Plans
B	Cantilever framing	steel	1	job	\$ -	\$ -	See Architecture Plans
C	Bldg Framing - complete	wood / steel	1	job	\$ -	\$ -	See Architecture Plans
D	Electrical & fixtures	complete	1	job	\$ -	\$ -	See Architecture Plans
E	Communications System	complete	1	job	\$ -	\$ -	See Architecture Plans
F	Plumbing and fixtures	complete	1	job	\$ -	\$ -	See Architecture Plans
G	HVAC traditional	complete	1	job	\$ -	\$ -	See Architecture Plans
H	Stone work	complete	1	job	\$ -	\$ -	See Architecture Plans
I	Flooring	interior	0	SF	\$ -	\$ -	See Architecture Plans
J	Interior walls & finishes	complete	1	job	\$ -	\$ -	See Architecture Plans
K	Exterior walls & finishes	complete	1	job	\$ -	\$ -	See Architecture Plans
L	Door schedule	complete	1	set	\$ -	\$ -	See Architecture Plans
M	Glass and Window	complete	1	set	\$ -	\$ -	See Architecture Plans
N	Roof - complete	complete	0	SF	\$ -	\$ -	See Architecture Plans
O	Appliances and Furnishing	Complete	1	job	\$ -	\$ -	See Architecture Plans
P	Painting and Staining	complete	1	job	\$ -	\$ -	See Architecture Plans
	<i>Pavilions</i>	<i>CIBS # 17</i>		<i>X</i>			<i>On site work CIBS</i>
	<i>Wood Deck and Rails</i>	<i>CIBS # 17</i>		<i>X</i>			<i>On site work CIBS</i>
	Subtotal Building					\$ -	
	<b>General Conditions</b>		%				Overhead, profit, fees,
	<b>TOTAL BUILDING COSTS</b>						<b>Transfer to # 17a on CIBS</b>

**EXHIBIT K**

**BID SCHEDULE**

**Murphey Candler Park Lake House**

<b>FIXTURE SCHEDULE - SITE LIGHTING</b>							<b>Murphey Candler Park Lake House</b>	3/9/2023
<b>#</b>	<b>Fixture Description</b>	<b>Type</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Notes</b>	
<b>A</b>	GLEON-SA3C-5WQ	Single light	1	ea	\$ -	\$ -	Pole & light	
<b>B</b>	GLEON-SA3C-5WQ-2 B2B	double light	4	ea	\$ -	\$ -	Pole & Light	
<b>C</b>	GLEON-SA3C-T4W-HSS	Single light	3	ea	\$ -	\$ -	Pole & Light	
<b>D</b>	GPC-SA1C-740-U-5WQ	Single light	2	ea	\$ -	\$ -	Pole & Light	
<b>E</b>	GPC-SA1C-740-U-T3	Single light	3	ea	\$ -	\$ -	Pole & Light	
<b>F</b>	GPC-SA1C-740-U-T4FT	Single light	5	ea	\$ -	\$ -	Pole & Light	
<b>G</b>	Food Truck outlet & Post	receptacle	1	ea	\$ -	\$ -	See Detail 4/31	
<b>H</b>	Concrete Bases	24" wide	8	ea	\$ -	\$ -	See Detail 3/31 - Tall	
<b>i</b>	Concrete Bases	20" wide	10	ea	\$ -	\$ -	See Detail 3/31 - Short	
<b>j</b>	Site electrical system	Complete	1	job	\$ -	\$ -	See Sheets 29, 30 & 31	
<b>TOTAL</b>						\$ -	Transfer to # 20a on CIBS	

**EXHIBIT K**

**BID SCHEDULE**

**Murphey Candler Park Lake House**

<b>PLANT SCHEDULE</b>									
LAKE HOUSE: Murphey Candler Park								2/3/2023	
	COMMON NAME	Scientific Name	Qty	Calip.	Size	Notes	Unit \$	Total \$	COMMENTS
TREES	BLACK GUM	Nyssa Sylvatica	10	4"	B&B		\$ -	\$ -	Single trunk well formed specimen
	SWAMP WHITE OAK	Quercus Bicolor	6	4"	B&B		\$ -	\$ -	MULTI-TRUNK SPECIMEN
	AMERICAN HORNBEAM	Carpinus Caroliniana	6	3"	B&B		\$ -	\$ -	Single trunk
	MAGNOLIA HOLLY	Ilex Latifolia	11	2.5"	B&B	8' min	\$ -	\$ -	Dense to the ground
	WHITE DOGWOOD	Coronus Florida	3	2.5	B&B	8' min	\$ -	\$ -	Single trunk
	WEeping WILLOW	Salix Babylonica	1	1.5	B&B	5'	\$ -	\$ -	Single trunk - set on bank lean to lake
Gr. CC	CONFEDERATE JASMINE	Trachelospermum Jasminoides	10		Gal can	5.5' oc	\$ -	\$ -	Long Leaders, pin to wall.
	BIG BLUE LIRIOPE	Liriope Muscari 'big Blue"	1100	-	4" POT	12" oc	\$ -	\$ -	evenly spaced
	DAFFODIL BULBS	Narcissus Species 'Yellow'	1100	-	BULB	12" oc	\$ -	\$ -	scattered among liriope
OTHER	BERMUDA GRASS	Cynodon Dactylon	22,250		SF	seed	\$ -	\$ -	Erosion Hydro seeding - See Specs
	HARDWOOD MULCH	Aged hardwood mulch	6400		SF	CY	\$ -	\$ -	Spread 3" deep
	PINESTRAW MULCH		16700		SF	bales	\$ -	\$ -	Spread 3" deep
<b>TOTAL</b>		See CIBS					\$ -	\$ -	Transfer total to #23a CIBS

**EXHIBIT K**  
**BID SCHEDULE**  
**Murphey Candler Park Lake House**

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**Total Base Bid Amount:** \_\_\_\_\_

**Total Base Bid Amount in Words:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

# **Exhibit L**

## **Specifications and Plans**

### **Murphey Candler Park Lake House**