



Invitation to Bid, No. **23-128**

**2023 ADA RAMP/SIDEWALK REPAIR
CDBG FEDERAL/LOCAL PROJECT**

October 24, 2023

Pre-Bid Meeting

Wednesday, November 1, 2023, at 10:30 A.M. EST.

City of Brookhaven – 4362 Peachtree Road NE, Brookhaven, GA 30319

BID DUE DATE and OPENING DATE:

Monday, November 27, 2023, at 4:30 P.M. EST.

Bids shall only be accepted online through the Bonfire Portal at:

<https://brookhavenga.bonfirehub.com/projects/view/111077>

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

Instructions to Bidders:

1. All communication regarding this solicitation must be with the Director of Finance, Purina, Oscar.medina@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/111077>. Questions are due no later than **Wednesday, November 8, 2023, at 4:30 p.m. EST**. Questions received after this date and time may not be answered.
3. All questions and clarifications from bidders shall be answered via an addendum. Any addenda, schedule changes, and other important information regarding this solicitation will be posted at <https://brookhavenga.bonfirehub.com/projects/view/111077> the bonfire website, and is the bidder's responsibility to 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 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.

6. The City of Brookhaven reserves the right to eliminate certain pay items from the contract if the cost of those items exceeds the project budget. In turn, the City of Brookhaven reserves the right to add pay items to the contract at the bid price submitted by the awarded contractor.

All bidders must comply with the general requirements, special and Federal provisions of the bid information, and instructions enclosed. It is important for interested bidders to review all bid documents carefully. The 2023 ADA RAMP/SIDEWALK REPAIR Project is being funded by a Community Development Block Grant (CDBG) and is made available to the City of Brookhaven through a partnership with the U.S. Department of Housing and Urban Development (HUD). Consistent with other Federal programs, CDBG requires compliance with various federal laws, regulations, and guidelines throughout the Invitation to Bid procurement process, project construction, and project close-out. **Important laws and regulations the successful contractor and subsequent subcontractors must comply with include, but are not limited to, the following:**

- Title VII of the Civil Right Act of 1964 and Executive Order 11246.
- 24 CFR Part 85.36 Conflict of Interest provisions.
- 24 CFR Part 85(e) Minority, Women-owned, Small Business Enterprise.
- 29 CFR Parts 1, 3, 5, 6, and 7 Davis-Bacon Act.
- 40 U.S.C. 327-333 Contract Work Hours and Safety Standards Act.
- 24 CFR Part 135 Section 3.

Attention is called to the fact that this project is being funded ultimately through the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development. The bidder is asked to pay special attention to the Federal Regulations included in the bid package. These regulations include The Davis-Bacon Act, Section 3, the Contract Work Hours and Safety Standards Act, the Copeland (Anti-Kickback Act), and the Fair Labor Standards Act. In addition, the contractor must comply with the terms and conditions of:

CDBG Supplemental Conditions have been attached to these Contract Documents and supersede the requirements of the General Conditions of this contract. Included in the CDBG Supplemental Conditions is the applicable Federal Department of Labor - Wage Rate Decision to be utilized in the payment of all persons employed relative to the construction of this project.

CDBG Federal/Local Conditions are attached as an addition to these Contract Documents and supersede all requirements in these documents.

These CDBG Requirements Include the Following:

- 1) Section 109 of the Fair Housing and Equal Opportunity Act of 1974; Title VI and other applicable provisions of the Civil Rights Act of 1964.
- 2) The Fair Housing and Equal Opportunity Act, as amended.
- 3) CDBG Program regulations on conflict of interest.
- 4) Federal staff and auditor's access to records.
- 5) Executive Order 11246, Equal Employment Opportunity.
- 6) The Department of Labor Equal Opportunity Clause (41 CFR 40-1, 4).
- 7) Executive Order 11625 (Utilization of Minority and Female Business Enterprises).
- 8) Section 504 of the Rehabilitation Act of 1973 and the American Disabilities Act of 1990.
- 9) CDBG Supplemental Conditions have been attached to these Contract Documents and supersede the requirements of the General Conditions of this contract. Included in the CDBG Supplemental Conditions is the applicable Federal Department of Labor - Wage Rate Decision to be utilized in the payment of all persons employed relative to the construction of this project.

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DEFINITIONS

ADA: Americans with Disabilities Act: The Federal Act that gives civil rights protections to the disabled like those provided to individuals-based race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, and state and local government services telecommunications.

CDBG: Community Development Block Grant Program.

CWHSSA: Contract Work Hours and Safety Standards Act. The Federal Act requires time and one-half for overtime (O/T) hours (over 40 hours in any workweek) worked on the covered project.

Copeland Act (Anti-Kickback Act): the Federal Act that makes it a federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

DBA-Davis Bacon Act: The Federal Act that requires the payment of prevailing wage rates, determined by the Department of Labor (DOL), to all laborers and mechanics on Federal government and District of Columbia construction projects more than \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

CONTRACT FOR ITB 23-128
2023 ADA RAMP/SIDEWALK REPAIR
CDBG FEDERAL FUNDED PROJECT

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

2. ATTACHMENTS: The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as **Exhibit A** encompass all the **Contract documents:**

Exhibit A: General Conditions.

Exhibit B: Specifications and Scope of Work (ITB 23-128 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: CDBG FEDERAL/LOCAL PROJECT REQUIREMENTS.

Exhibit M: A Standard Federal-Aid Contract for Locally Administered or Locally Let Projects.

3. PERFORMANCE:

Contractor 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 Contractor Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Contractor Provider, provided that the Contractor 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]

Contractor Provider further agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee or subcontract of the Contractor 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 Contractor Provider of the Contractor 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 Contractor Provider. In the event of the City's termination of this Contract for convenience, the Contractor Provider will be compensated for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor 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 Contractor Provider. In the event of the City's termination of this Contract for fund appropriation, the Contractor Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor 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 Contractor 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 Contractor 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-Contractor for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Contractor Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract 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.

15. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Brookhaven, in maintaining its status as a Welcoming City and City of Ethics, commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to the Brookhaven City Council to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Brookhaven encourages all businesses regardless of size and status to engage in the City’s procurement process. The City gives equal attention to all submissions and will collaborate with individual firms to ensure that their questions are answered on a timely basis.

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

Brookhaven, GEORGIA

By: _____
John Arthur Ernst, Jr.
Mayor City of Brookhaven, Georgia

ATTEST: _____
Sandra Bryant, City Clerk,
City of Brookhaven, Georgia

APPROVED AS TO FORM: _____
Jeremy Berry, City Attorney
City of Brookhaven, Georgia

Contractor

By: _____
(Signature)

(Print Name)

(Print Title)

Date _____

ATTEST: _____
(Signature)

(Print Name)

(Print Title)

Date _____

EXHIBIT A
GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract shall provide Contractors to the City in accordance with the Contract Documents. All work performed shall be in accordance with the Scope of Contractors attached hereto as **Exhibit B.**

2. REGULATIONS

2.1 The Contractor Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.

2.2 The Contractor Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution of the work specified herein.

2.3 During the performance of this Contract, the Contractor Provider shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies, The Contractor Provider shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.

2.4 The Contractor Provider will comply with the City of Brookhaven's Financial Management and Purchasing Policies.

2.5 Contractor 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. Nonstandard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.

3.2 In the event an emergency condition is declared by the City's Manager, or their respective designee, the Contractor will perform work during such hours as requested by the City.

3.3 The City may order the Contractor Provider to suspend, delay, or interrupt all or any part of the work for such a period as may be determined appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days the work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

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4. CONTRACTOR PROVIDER'S PERSONNEL

- 4.1** The Contractor Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2** The Contractor Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Contractor 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 Contractor Provider engage employees who are illiterate in English, it will be the Contractor 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 Contractor Provider will always have someone in attendance who can communicate instructions to said employee.
- 4.4** The Contractor Provider shall maintain a Drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor Provider for work on the City's premises prior to such employee having tested negative for Drugs. In addition, existing employees must have tested negative for Drugs and must be subject to Drug testing by the Contractor Provider upon reasonable suspicion of Drug use. Results of all such Drug tests are to be retained by the Contractor Provider. Copies shall be provided to the City, if requested.
- 4.5** The Contractor 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 Contractor Provider.
- 4.6** The Contractor 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 in 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 Contractor 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 a supervisor by the Contractor Provider shall designate an experienced supervisor ("supervisor") acceptable to the City for all purposes related to the work. The initial supervisor, and his/her contact information, is to be provided at the pre-construction meeting after the award of the bid.

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4.9.1 The Supervisor shall be fully responsible for the Contractor Provider meeting all its obligations under this Contract. The Supervisor shall provide the City with an appropriate bi-weekly status report on the progress of the project.

4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be at the City's discretion.

4.9.3 In the event that the designated Supervisor terminates employment with the Contractor Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor Provider replaces a proposed team member, the Contractor Provider shall replace that team member with one 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 Contractor Provider to provide for all tools, parts, and mechanical and non-mechanical equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

6.1 The Contractor Provider shall perform all its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor 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 Contractor 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 Contractor Provider shall utilize maximum safety procedures. Tools and equipment shall be in a good state of repair, safe to use, and be used in the way they were intended. The Contractor Provider is required to inform all workers and concerned people of the Material Safety Data information on all products being utilized on this project. No materials or equipment shall be left unattended at any time.

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7. CONFIDENTIAL INFORMATION

- 7.1** In the course of performing the contract work, if required, the Contractor Provider may gain access to security-sensitive areas and sensitive information belonging to the City, only with specific written authorization by the city manager or their authorized designee.
- 7.2** The Contractor 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 Contractor Provider's non-disclosure obligations.
- 7.3** The Contractor Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4** The Contractor Provider shall employ such practices and take such actions to protect the City's information from unauthorized use and/or disclosure as the Contractor Provider employs and takes to protect its own information, but in no event shall the Contractor 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 Contractor Provider shall keep the premises free from accumulation of waste materials and other debris resulting from work about the premises including tools, equipment, machinery, and surplus materials. The Contractor Provider shall leave the site clean and ready for occupancy by the City at the end of each workday.

9. SAFETY AND PROTECTION

The Contractor 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, City employees and any members of the public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR CONTRACTOR SERVICES

- 10.1** The City shall pay the Contractor Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City and delivered or performed by the Contractor 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 Contractor Provider shall invoice, including all supporting documentation and backup material that the City may reasonably require, and provide the Proof of

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Payment attached as an Exhibit hereto, indicating, with each invoice, that all subcontractors have been paid.

- 10.3** The Contractor Provider shall deliver to the City, approval, and acceptance, before eligible for final payment of any amounts due, all documents and materials prepared by the Contractor Provider for the City under this Contract.
- 10.4** The City shall pay the undisputed amount of the Contractor 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 item(s) in dispute. No verification, nor payment of any amounts invoiced shall preclude the City from recovering any money paid more than that due under the terms of this Contract.
- 10.5** The Contractor Provider shall be obligated to pay promptly all proper charges and costs incurred by the Contractor 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 Contractor 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 Contractor Provider hereunder.
- 10.6** The Contractor Provider must submit all invoices electronically to the City of Brookhaven Public Works Department at pwadmin@brookhavenga.gov and copy to accountspayable@brookhavenga.gov. A City of Brookhaven assigned PO number, issued after the approval of the awarded Contract, must be included on all submitted invoicing.
- 10.7** The Contractor Provider will agree to comply with the City of Brookhaven's Financial and Purchasing Policies, to the extent applicable.
- 10.8** The Contractor Provider agrees that the compensation provided herein shall be a full and final settlement of all claims arising against the City of Brookhaven for the completed work, materials furnished, costs incurred, or other services arising from this contract, and furthermore, shall release the City from all future claims related to the payment for the materials and services furnished in connection with this Contract.
- 10.9** The Contractor 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 differing from any provision of the Prompt Pay Act, are hereby waived, and said Contract provisions shall prevail. The City shall not be responsible for any interest penalties or late payments.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1** The Contractor 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 always be followed. 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

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the Contractor Provider's performance of its obligations and functions hereunder. The Contractor Provider shall fully cooperate and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

11.2 The Contractor Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, thereof.

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

12. CONTRACTOR PROVIDER'S LIABILITY

The Contractor Provider shall be responsible for the prompt payment of any fines imposed on the City or the Contractor Provider by any other federal, state, or local governmental agency because of the Contractor Provider, its subcontractors, or the officers, directors, employees, or agents of either party. Failure to comply with the requirements of any law, or any governmental agency rule, regulation, order, or permit. The liability of the Contractor Provider under this Section 12 is in addition to and is 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. Such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

13.1 The Contractor 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 Brookhaven City Council, and board members of the City, officers, employees, and agents of each, from and against 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 Contractor 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 Contractor Provider

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or the Contractor Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or:

- (ii) Arising out of, or in connection with, the failure of the Contractor 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 Contractor 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 Contractor Provider or its directors, officers, agents, employees, subcontractors, licensees, or invitees. The City agrees to give the Contractor Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor 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 Contractor 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:
 - (i) The Contractor Provider and the City shall have mutually agreed to the contrary.
 - (ii) The Contractor Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City.
 - (iii) The City and the Contractor Provider are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor 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 thirds parties alleging harm due to the professional Contractor provided by Contractor Provider, to the fullest extent permitted by law, Contractor 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 Contractor Provider, or its sub-contractors, in the performance of professional services under this Agreement.

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- 13.2** In addition to indemnification provisions stated above, if the City's use of any Contractor, software, firmware, programming, or other item provided by or on behalf of the Contractor Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor 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 Contractor 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 Contractor 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 because of its work. The Contractor Provider will notify the City in writing of any claim made or suit instituted against the Contractor 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 of the Contractor 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 their 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 Contractor 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 Contractor 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 Contractor Provider under this Section 13 shall not be limited in any way by any

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limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor 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 Contractor Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor 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 all liabilities arising out of or in connection with the Contractor Provider's performance of the Contract work:

- (1) **Commercial general liability insurance** with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor 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.** Contractor 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. Contractor 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.** Contractor Provider agrees and shall cause the City, their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as

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additional insured under such policy or policies of commercial general and automobile liability insurance.

13.7.1.3 **Workers' Compensation and Employer's Liability.** If the Contractor Provider has any employee working on City property, Contractor 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 Contractor Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Contractor Provider is self-insured, the Contractor Provider shall provide proof of self-insurance and authorization to self-insurance as required by applicable state laws and regulations.

13.7.3 **Professional Liability Insurance.** The Contractor 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 Contractor 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 Contractor Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

13.7.4 Health Insurance. **Not applicable.**

13.7.5 Garage Liability Insurance. **Not applicable.**

13.7.6 Garage Keeper's Legal Liability Insurance. **Not applicable.**

13.7.7 Crime Coverage. **Not applicable.**

13.7.8 Pollution Liability Insurance. **Not applicable.**

13.7.9 **Deductibles.** The Contractor Provider's policies of insurance required by this Section 13.7 may require the Contractor Provider's payment of a deductible, provided the Contractor Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Contractor 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, if they are primary insurance with respect to any other valid insurance the City may possess, any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried out 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 ACOROAD certificate of insurance)

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evidencing the insurance coverage required by this Section shall be furnished to the City by the Contractor Provider and shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor 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 Contractor Provider's self-insured retention. Prior to the expiration of any such policy, the Contractor 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 Contractor 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 Contractor Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor Provider, immediately terminate this Contract upon written notice to the Contractor 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 Contractor Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

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

15. CONTRACT ADJUSTMENTS

- 15.1** Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor Provider's compensation will be adjusted accordingly, in such amount or amounts as will be

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mutually agreed to by means of good-faith negotiation by the City and Contractor Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions, or additions to the scope of work will be set forth in a written Amendment to this Contract.

15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Contractor 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 because of the mismanagement, improper act, or other failure of the Contractor Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

16.1 The Contractor Provider shall perform all 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 Contractor Provider; or any other party that can 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 Contractor Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required, and itself performs or remedies any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor Provider from using the Services of a common carrier for delivering goods to the City. The city approves the sub-Contractor Providers listed in the Statement of Qualifications.

16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor 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 Contractor 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 Contractor Provider employs a subcontractor, the City may require that copies of invoices for all work (including invoices submitted to the Contractor Provider for work performed by a subcontractor) be submitted to the City by the Contractor Provider and the City shall pay all compensation to the Contractor Provider. It shall be the sole responsibility of the Contractor 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

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obligation or liability hereunder to any subcontractor, including any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 In the event that:

17.1.1 The Contractor Provider shall fail to keep, perform, or observe any of the promises, covenants, or agreements set forth in this Contract (if notice of the first failure shall have been given to the Contractor Provider, but whether the Contractor Provider shall have remedied any such failure); or

17.1.2 The Contractor Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor Provider of a written notice of such breach or default; or

17.1.3 The Contractor Provider's occupational or business license shall terminate, or the Contractor 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 Contractor Provider fails, for any reason, to provide the City with an acceptable renewal or replacement bond or letter of credit within the time specified by a provision for this Contract; or

17.1.5 The Contractor 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 Contractor 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 Contractor Provider of this Contract or any of the Contractor Provider's rights and obligations hereunder for which the City has not consented in writing; or

17.1.8 The Contractor Provider shall default on any other agreement entered by and between the Contractor 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 Contractor Provider. If the City terminates this Contract for default, or the Contractor Provider abandons or wrongfully terminates the Contract, the Contractor Provider shall be paid for

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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 Contractor Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor Provider to the City), but the Contractor 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 Contractor 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 Contractor Provider thirty (30) days written notice. In that event, the Contractor Provider proceeds 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 Contractor Provider shall be compensated by the City in accordance with the provisions hereof, including Section 2 of these General Conditions, provided; however, that in no event shall the Contractor Provider be entitled to compensation for work not performed or for anticipatory profits. Contractor Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3 **Bankruptcy and Liquidation** – In the event the Contractor 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 assts; (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 Contractor 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

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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 Contractor Provider, or the bankruptcy trustee or receiver. The Contractor Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
- (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager, or their 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 Contractor Provider's rights or obligations hereunder may be assigned by the Contractor 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 Contractor 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 most of the outstanding voting stock or ownership interests of the Contractor Provider shall constitute an assignment of this Contract for the purposes of this Section. In the event the Contractor 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.

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20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery contractor to the Contractor 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 contractor for next day delivery to the Contractor Provider, or three (3) days following submission to the Contractor Provider by U.S. Certified Mail.

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

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

Contractor Provider **(Provide Mailing Address)**

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 Contractor Provider, for itself, its assignees, and successors in interest agrees as follows:

21.1.1 **Compliance with Regulations.** The Contractor 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.

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21.1.2 **Nondiscrimination.** The Contractor Provider, regarding 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 Contractor 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 Contractor 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 Contractor Provider of the Contractor 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 Contractor 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 Contractor 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 Contractor Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

- (i) Withholding of payments to the Contractor Provider under the Contract until the Contractor Provider complies, and/or
- (ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

21.1.6 **Incorporation of Provisions,** The Contractor 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 Contractor 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

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event the Contractor Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor Provider may request the interest of the City and, in addition, the Contractor Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Contractor 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 Contractor Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Contractor Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising of, or which are otherwise submitted to the City with or in connection with the Contractor Provider's proposal, or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor Provider shall be on behalf of the Contractor Provider 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 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 or Addenda issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) Addendum or Addenda 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 (vi) the Bid Form.

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- 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 Contractor 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 Contractor Provider, its officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor 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 Contractor Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Contractor Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor 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 Contractor 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 Contractor 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 Contractor Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6** The section headings herein are for the convenience of the City and the Contractor 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.

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- 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 Contractor 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 Contractor Provider and a third party arising out of the Contractor Provider's operations and activities at the premises, then the Contractor 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 Contractor Provider of any claim or suit instituted against it by any 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 Contractor Provider all the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to:
- (i)** The cost of administrative investigation and enforcement (Including, without limitation, audit fees and costs, attorneys' fees) and:
 - (ii)** 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 Contractor 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 Contractor Provider shall be required, during the term of the Contract and at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor 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 Contractor Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor Provider under this Contract; whenever the City so cures a default by the Contractor Provider, all costs and expenses incurred by the City in curing the

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default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor Provider to the City on demand.

23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor Provider to the City which is then outstanding. If 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 Contractor 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 their exclusive discretion.

23.15 The Contractor Provider is an Independent Contractor Provider, and nothing contained herein shall be construed as making the Contractor Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor 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 Contractor Provider with respect to any employee of the Contractor Provider or of its subcontractors.

23.16 The Contractor 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 Contractor 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 Contractor Provider and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor 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, the U.S. Office of Housing and Community Development, the Comptroller General of the United States, or other authorized governmental agencies be made available in Brookhaven, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to five (5) 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 Contractor Provider and subcontractor shall freely lend its own assistance in a timely manner in making

EXHIBIT A
GENERAL CONDITIONS

such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor Provider and subcontractors to provide other records the City Manager, in their 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 requested thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor 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 Contractor Provider, or third party, the 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. Without limitation, the Contractor 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 Contractor Provider to the City, the Contractor 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 Contractor 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 Contractor Provider.

23.17 The Contractor 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 Contractor Provider's obligations under this Contract.

EXHIBIT A
GENERAL CONDITIONS

- 23.20** In computing any period established under this Contract, except as otherwise specified herein the word “days” when referring to a period is ten (10) days or less means business days, and when referring to a period that is more than ten (10) days means calendar days. The day of the event, from which the designated period 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 Contractor 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 Contractor Provider for loss of business or damages of any nature whatsoever to the Contractor 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 services.
- 23.23** The Contractor 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/addenda 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 Contractor 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 Contractor Provider to purchase products and/or Services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and Services ordered, received, and accepted by it. The City shall have no liability to the Contractor Provider or any governmental agency resulting from the purchase by that agency of products and /or Services from the Contractor Provider in connection with this Contract.

EXHIBIT A
GENERAL CONDITIONS

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

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

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

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Contract Duration: **Ninety (90) calendar days.** The Department of Housing & Urban Development (HUD) is providing the source funding for this project within a specified and limited time frame. For the City to submit reimbursable claims to HUD for completed work, the Contractor Provider shall present all invoices to the City as soon as possible for all completed work, until the project closes out.

Project Description:

The Contractor Provider shall provide the necessary machinery, tools, apparatus, or other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the installation or repair of ADA ramps as designated within this contract. Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Road Specifications, Construction of Transportation Systems* (Current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only. There is no City furnished equipment to be installed by the Contractor.

Time and Liquidated Damages:

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

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

Substantial Completion:

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

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Time is of the essence:

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

Project Scope:

ADA Ramp Repair/Installation: In 2019 and 2020 an evaluation was made of the sidewalk and multiuse path system within the City of Brookhaven to determine their overall condition and to determine whether they conform to ADA standards at street and commercial Driveway intersections. Based on this evaluation a list has been compiled by street listing ADA ramps that are either non-compliant or non-existent and ADA ramps that do not have the required warning mats.

Project Scope shall include the following:

ADA Ramp Repair or Installation –

- Removal of existing sidewalk and curb/gutter where no ramp exists or removal of noncompliant ramp.
- Proper disposal of existing sidewalk, curb of ramp material.

Note: If existing curb to be removed is granite curb and is of a size and condition to allow it to be reused by the City, the Contractor shall make every effort to salvage the curb and arrange for removed granite to be hauled to the City's Maintenance Yard.

- Forming and pouring of new ADA ramps as per current ADA standards and specifications and as per Georgia Department of Transportation Special Detail A3, Concrete Sidewalk Details Curb Cut (Wheelchair)Ramps, as attached. Ramps to be poured at standard 5' width and tapered into existing sidewalk if existing sidewalk is narrower.
- Backfill of soil around replacement sidewalk and ramp sections, and the replacement of displaced sod, is required under this Contract; however, when sod is not in season, the Contractor Provider shall plant grass seed and provide straw cover to protect seeds and hold moisture to promote growth.

ADA Detectable Warning Devices

- Install ADA Detectable Warning Devices (Mats) on existing ADA ramps that do not have them.
- Detectable Warning Devices shall be installed as per Georgia Department of Transportation Special Detail A4, Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements, as attached. Yellow Mats are hereby specified by the City of Brookhaven, GA.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

Additional Specifications –

1. All concrete shall be 3,000 psi at 28 days unless GDOT specifications for a similar GDOT pay item specifies a higher strength. Copies of all concrete delivery tickets shall be supplied to the City no later than the following business day.
2. All sidewalks and ramps to be a minimum thickness of 4”, except within the limits of a street radius, where it shall be a minimum thickness of 8”.
3. All soil and/or Granular Aggregate Base compaction shall be 95% of the maximum density at the optimum moisture content.
4. All improvements shall be in conformance to the Georgia Department of Transportation Standards and Specification; specifically, **GDOT Special Detail Concrete Sidewalk Details Curb Cut (Wheelchair) Ramps, dated 3/12/2002, number A3, as attached.**
5. It is the Contractor Provider’s responsibility to **price each location specified on the bid sheet from the description given** for a new ADA ramp and/or repair of an existing ramp and sidewalk to ADA Standards.
6. Pricing shall include costs for curb and gutter replace/repair and any sidewalk section specified as “contiguous” to the new/repared ramp according to the existing conditions of each location.
7. All concrete formworks shall allow for **strict compliance to all min/max slopes and approaches for all transitions and landing areas as shown on GDOT Special Detail A3, as attached.**
8. Grassing inside the construction area and construction access areas are part of this Scope of Work, whether there is a specific pay item or not. Grassing in these areas shall be accomplished with Bermuda or Zoysia rolled sod, cut/harvested the day of or the day before installation. The Contractor Provider is responsible for the care of the sod, including frequent watering, in these areas until the sod has rooted.
9. The Contractor Provider shall be responsible for the restoration of any disturbance outside of these areas with Bermuda or Zoysia rolled sod, cut/harvested the day of, or the day before installation. Seeding and mulching will only be accepted if the property owner provides written permission to deviate from this requirement.
10. If grassing activities are not in season, rye grass, or grassing as directed by the City’s assigned project manager shall be utilized. Disturbed areas shall receive permanent stabilization if not sodded or stabilized as directed by this Contract or the City’s assigned project manager. Once grassing is in season, the area will be prepared and reseeded or sodded with permanent grassing by the Contractor Provider.
11. Grassing outside of the construction area and construction access areas are outside of the Scope of Work contained in this Contract; however, the Contractor Provider shall be responsible for grassing these areas, at their own cost, if said damage is the result of negligence on the part of the Contractor Provider.
12. Erosion and Sediment Control BMPs are incidental to the Scope of Work and shall be installed per the GSWCC Manual for Erosion and Sediment Control in Georgia, latest edition (Green Book). Illicit discharges of sediments or other pollutants found in the Brookhaven storm water network, resulting from the Work supplied by the Contractor Provider, shall be subject to a City of Brookhaven Code Violation Citation, fine, or both.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

- Local, State of Georgia and Federal Agencies may also document violations of this type and assess fines per established codes and laws.
13. Throughout the duration of the Work, the Contractor Provider shall submit a two-week written schedule of work **seven days** prior to the commencement of the project and shall **update and email** said updates to the City's Project Manager every Monday morning.
 14. For this contract, **traffic control costs shall not be presented as a single lump sum pay item. As work locations vary, traffic control cost may or may not be necessary for each site and shall be factored into the cost for each pay item.** The contractor shall maintain through traffic via single lane closure while also allowing adequate access to driveways and side roads. At no time will a street be closed completely unless approved and directed by the Engineer. Post-mounted traffic control signs are not required.
 15. A formal Traffic Control Plan shall be submitted to the City's Traffic Engineer on or before the preconstruction meeting, and prior to the commencement of work for review and approval.
 16. Traffic control shall be performed in accordance with the City of Brookhaven and MUTCD standards including, but not limited to, the removal and resetting of traffic signage.
 17. All traffic control shall be provided by the contractor in accordance with GDOT's "shelf" Special Provision 150. Assistance from City of Brookhaven police officers will **not** be provided; however, if police presence is required to provide a work zone officer as needed, or as directed by the engineer, the Contractor Provider shall first coordinate with the City of Brookhaven Police Department, who have the **right of first refusal, and must be utilized, if available.**
 18. For assistance during road improvements projects that require an off-duty officer, please contact Lt. Moises Vargas to plan and schedule the officer. His phone number is 404-556-7930. His email is moises.vargas@brookhavenga.gov.
 19. Site preparation for ramps to include excavation and removal or import of material within the construction area, unless otherwise noted, and the compaction of the soil or any added Granular Aggregate Base material under the proposed ramp.
 20. The Contractor Provider is responsible for coordinating underground utility locations prior to the start of the project and at any time throughout the project that any markings fade or become unreadable or unreliable. It shall be the Contractor Provider's responsibility to coordinate the utility location work with any utility owner who may cite conflict with their work, and any claims thereto shall not be considered for any additional compensation.
 21. The Contractor Provider is responsible for coordinating with adjacent property owners regarding irrigation systems and landscaping. Damage to public/private irrigation systems or landscaping as a direct result from this Work shall be the responsibility of the Contractor Provider to remedy. Claims of this type, made against the Contractor Provider by private property owners, shall in no way be considered for additional compensation from the City.

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

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

General Notes:

1. Any existing appurtenances requiring removal to accommodate completion of the Work and, not specially called for in the Contract, shall be removed by the Contractor Provider. If present, the cost of removal of such appurtenances shall be calculated by the Contractor Provider and included as part of the line-item bid associated with that specific location.
2. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required and necessary to complete the work in accordance with the plans and specifications as directed and the terms of this contract. No additional unit costs shall be allowed for clearing, grubbing, and/or grading activities unless otherwise specified.
3. The Contractor Provider shall coordinate with the property owners, pertinent to each location, to ensure adequate driveway access is provided to all properties.
4. The general descriptions of each item of work are as described in the current edition of Georgia Department of Transportation's Standards and Specifications, complete and accepted. Any conflicts which might occur during the construction work, and those conflicts which might be related to the compensation of any work, shall be decided based on the current edition of the GDOT Standards and specifications. Any related claims made against the Contractor Provider by private property owners, shall in no way be considered for additional compensation from the City.
5. Upon the completion of each project, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in the project bid items. No claims will be considered for extra compensation.
6. Under this scope, "Department," "Engineer", and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia, Public Works Designee."
7. Contractor Provider shall have all vehicles marked with their company name.
8. Working hours are expected to be **Monday through Friday, 7:00 A.M. to 7:00 P.M except where otherwise noted. Lane closures are limited to the hours of 9:00 A.M to 4:00 P.M. No work is permitted during the weekend or City-observed holidays.** The City of Brookhaven may allow, by written application of the Contractor Provider, and the signed consent of the city manager, or their official representative, for work to be performed on Saturdays.
9. The Contractor Provider shall participate in one overall Contract Pre-Construction meeting at a location to be determined by the city's project manager shortly after the award of the contract and attend other meetings as required. The City, at its discretion, may require meetings between the Contractor Provider's project superintendent and the City's project Manager to be held once a week or additional meetings to ensure proper project execution.
10. Quantities of any of the pay items in the bid schedule of the contract that exceed the plan quantities will be installed on an as needed basis, as directed by the City's project manager.
11. The Contractor shall provide video and pictures of each project location before and after the work is performed. This media shall be provided electronically to the city's project manager in a format acceptable to the city.

EXHIBIT B
SPECIFICATIONS AND SCOPE OF WORK

12. The City of Brookhaven will not provide restroom facilities. The Contractor Provider shall furnish adequate on-site facilities for its employees throughout the course of the project.
13. The Contract Provider shall perform project housekeeping and clean-up daily. A 24-hour contact person representing the Contractor Provider must be identified and contact information provided to the City of Brookhaven's project manager and Call Center for all issues, as required, regarding the project for any safety, signage, erosion control, or other emergency as needed.
14. **This is a Linear project** with limited area for storage of materials. The Contractor Provider is responsible for the coordination of stockpiled materials with any affected property owner. No storage will be allowed in areas that could impact the traffic flow or in areas that could reduce or impede site visibility.
15. The Contractor Provider's performance will be measured based on the following:
 - Compliance with the Scope of Work.
 - Meeting the agreed upon schedule dates.
 - Submission of all deliverables as specified.

******END EXHIBIT B******

EXHIBIT C

INFORMATION REQUESTED TO ASSIST IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the 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 corporate name, address, and telephone number of the corporate headquarters and/or local office. The name and phone number of the Contractor Provider's project manager and/or one individual who will be the company's primary contact with the City of Brookhaven's project manager. This information is usually disclosed at the pre-construction meeting. A brief history of the company showing its present organizational structure and a summary of the management, organization, permanent employees by discipline, and the coordination structure of the personnel cogent to this project. If the firm is a partnership, indicate the name of all partners. If incorporated, indicate where and when. If the Contractor Provider has changed names, merged with, bought out by another company, or has changed incorporation status within the last five (5) years, list all such preceding organizations and a brief reason for the change. Contractor Provider shall also provide a business license indicating that the Contractor Provider can conduct business in Brookhaven. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The Contractor Provider acknowledges and agrees that any business license and registration must remain current for the duration of the contract period and that such documents are material in terms of this agreement.

2. References

List as references (names, addresses, contact persons, and office and cellular 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, addresses, and degree of utilization of all potential subcontractors which the Contractor Provider may utilize in the performance of this Contract.

4. Previous Default

Indicate if you, or any predecessor organization, have ever defaulted on a contract or been denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is currently involved in any litigation or has, in the past ten (10) years, 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 by a BID BOND (certified checks or other forms of surety 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 a contract to construct the project strictly within the terms and conditions stated in this bid, and in the associated 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 the 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 the date of Contract. If Contractor is a Partnership, all partners shall execute the Bond.

EXHIBIT D
BOND DOCUMENTS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT: _____ AT:
(Name of Contractor)
_____, a(n) _____,
(Address of Contractor) *(Corporation/Partnership and or Individual)*
hereinafter called Principal, and _____, at
(Name of Surety)
_____, A corporation of the State of _____,
(Address of Surety)
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, 4362 Peachtree Road NE, Brookhaven, Georgia 30319, herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

Invitation to Bid, No. 23-128
2023 ADA Ramp/Sidewalk Repair Project

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall, within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Brookhaven, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Brookhaven, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to the City of Brookhaven, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Brookhaven, Georgia, upon demand, the amount hereof in good and lawful money of the United States of 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 3686-101, et. Seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

EXHIBIT D

BOND DOCUMENTS

Signed, sealed, and dated this ____ day of _____ A.D., 2023.

ATTEST:

(Principal Secretary)
(SEAL)

BY: _____
(Principal)

(Witness to Principal)

(Address)

(Address)

(SURETY) _____

(Address)

ATTEST

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

(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT: _____ AT:
(Name of Contractor Provider)
_____, a(n) _____,
(Address of Contractor Provider) *(Corporation/Partnership and or Individual)*
hereinafter called Principal, and _____, at
(Name of Surety)
_____, A corporation of the State of _____,
(Address of Surety)

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, 4362 Peachtree Road NE,
(Name of Obligee) *(Address of Obligee)*

Brookhaven, Georgia 30319, herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The City of Brookhaven Georgia, 4362 Peachtree Road NE, Brookhaven, Georgia 30319
(Name of Obligee) *(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, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents 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 a certain contract, hereto attached, with the Obligee, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance with 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, skills, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished, or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed 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.

EXHIBIT D

BOND DOCUMENTS

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 Contractor 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.

Signed, sealed, and dated this ____ day of _____ A.D., 2023.

ATTEST:

(Principal Secretary)
(SEAL)

(Principal)
BY: _____

(Witness to Principal)

(Address)

(Address)

(SURETY) _____

(Address)

ATTEST

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

(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

EXHIBIT D
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT: _____ AT:
(Name of Contractor)

_____, a(n) _____,
(Address of Contractor) *(Corporation/Partnership and or Individual)*

hereinafter called Principal, and _____, at
(Name of Surety)
_____, A corporation of the State of _____,
(Address of Surety)

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, 4362 Peachtree Road NE,
(Name of Obligee) *(Address of Obligee)*

Brookhaven, Georgia 30319, herein after referred to as Obligee, in the penal sum of _____ **Dollars** (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The City of Brookhaven Georgia, 4362 Peachtree Road NE, Brookhaven, Georgia 30319.
(Name of Obligee) *(Address of Obligee)*

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, Contractors, 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, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents 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 a certain contract, hereto attached, with the Obligee, dated _____ for _____.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract According to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed 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 t. 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.

EXHIBIT D

BOND DOCUMENTS

Signed, sealed, and dated this ____ day of _____ A.D., 2023.

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(SURETY)

(Principal)

BY:

(Address)

(Address)

ATTEST

BY: _____

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(SEAL)

(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:

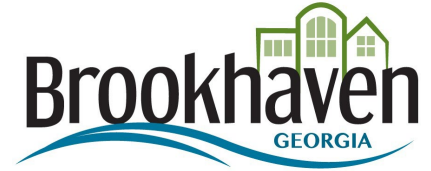
(Principal)

(Name of Surety Company)

(Attorney-in-fact)

End of Exhibit D.

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



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. § 1310-91, 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 Contractor.

(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 _____, 2023.

Notary Public

[NOTARY SEAL]

My Commission Expires: _____
(mm/dd/yyyy)

*** 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.**

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
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 _____ on behalf of

(Name of Contractor)

_____ has registered with, is authorized to use, and uses the
(Name of Public Employer)

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 I.D Number)

(Date of Authorization)

(Name of Subcontractor)

(Name of Project)

(Name of Public Employer)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 2023.

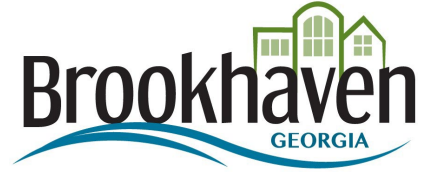
[NOTARY SEAL]

Notary Public

My Commission Expires: _____
(mm/dd/yyyy)

End of Exhibit E.

**EXHIBIT F
DRUG-FREE WORKPLACE**



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 Contractor Provider’s employees during the performance of the Contract; and

(2) Each Contractor 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 _____ (*Contractor Provider*) _____ (*Subcontractor*)

certifies to the Contractor 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: _____

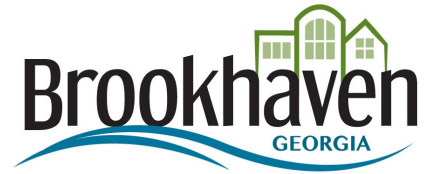
BY: _____ Date _____
(Contractor Provider Signature, Authorized Officer, or Agent) *(mm/dd/yyyy)*

(Title of Authorized Officer or Agent of Contractor 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,
(Contractor Provider)
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.

Financial Management Policies Purchasing Policy can be found at:
[cob- purchasing_policy_revised_march2020.pdf \(brookhavenga.gov\)](http://cob-purchasing_policy_revised_march2020.pdf(brookhavenga.gov))

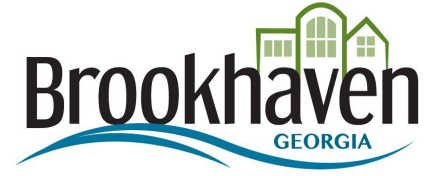
BY: _____ Date _____
(Authorized Officer or Agent/Contractor Provider Signature) (mm/dd/yyyy)

(Title of Authorized Officer or Agent of Contractor Provider)

_____ Date _____
(Printed Name of Authorized Officer or Agent) (mm/dd/yyyy)

End of Exhibit G.

**EXHIBIT I
REFERENCES & SUBCONTRACTOR FORM**



REFERNECES

2023 ADA Ramp/Sidewalk Repair

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

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____
6. Company Name: _____
Address: _____
Contact: _____ Phone: _____
7. Company Name: _____
Address: _____
Contact: _____ Phone: _____
8. Company Name: _____
Address: _____
Contact: _____ Phone: _____

**EXHIBIT I
REFERENCES & SUBCONTRACTOR FORM**

SUBCONTRACTORS

2023 ADA RAMP/SIDEWALK REPAIR

Please provide the names, addresses, 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**

2023 ADA RAMP/SIDEWALK REPAIR

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 _____, 2023

(Notary Signature)

My Commission Expires: _____
(mm/dd/yyyy)

End of Exhibit J

**EXHIBIT K
BID SCHEDULE
2023 ADA RAMP/SIDEWALK REPAIR**

**EXHIBIT K
BID SCHEDULE**

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
2144	Millennium Way	B	4'		R&R RAMP, REPLACE WITH TYPE D (SKEWED), INSTALL DWD.	
2144	Millennium Way	D(S)	4'	4-FT	R&R RAMP, REPLACE WITH TYPE D (SKEWED), INSTALL DWD. REPLACE SIDEWALK IN ISLAND BETWEEN 2144 & 2145 TO REMOVE TRIP HAZARD.	
2145	Millennium Way	D(S)	4'	4-FT	R&R RAMP, REPLACE WITH TYPE D (SKEWED), INSTALL DWD. REPLACE SIDEWALK IN ISLAND BETWEEN 2144 & 2145 TO REMOVE TRIP HAZARD.	
2145	Millennium Way	D(S)	4'		R&R RAMP, WITH TYPE D (SKEWED), INSTALL DWD.	
1880	Curtis Dr	C	4'		2 - DWD's (1 EACH, S & N CORNERS)	
1900	Curtis Dr @ Key's Lake Dr.	D	4'		INSTALL DWD (SW CORNER)	
1975	STERLING OAKS CR @ Curtis Dr	D	5'		INSTALL DWD ON NORTH RAMP ACCESSES	
1966	STERLING OAKS CR @ Curtis Dr	D	5'		INSTALL DWD ON SOUTH RAMP ACCESSES	
1349	N Cliff Valley Way		4'	20-FT	R&R 20 LF OF CONTIGUOUS SIDEWALK TO THE WEST; INSTALL TYP D (SKEWED) RAMP, WEST DRIVEWAY, INSTALL DWD, AND CONNECTIVE CURBWORK.	
1349	N Cliff Valley Way		4'	20-FT	R&R 20 LF OF CONTIGUOUS SIDEWALK TO THE EAST; INSTALL TYP D (SKEWED) RAMP, EAST DRIVEWAY, INSTALL DWD, AND CONNECTIVE CURBWORK.	
1391	N Cliff Valley Way		4'	20-FT	R&R 20 LF OF CONTIGUOUS SIDEWALK TO THE WEST; INSTALL TYP D (SKEWED) RAMP, WEST DRIVEWAY, INSTALL DWD, AND CONNECTIVE CURBWORK.	
1657	N Druid Hills Rd	B	6'	15-FT	REMOVE EXISTING RAMP & 15 LF OF CONTIGUOUS SIDEWALK; REPLACE W/TY B RAMP & CONTIGUOUS SIDEWALK, INSTALL DWD.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
2307	Briarwood Way @ Briarwood Rd (E CORNER)	D	5'	20-FT	R&R RED DWD WITH TWO (2) YELLOW DWD's, R&R 12 LF OF CONTIGUOUS SIDEWALK EAST OF RAMP TO REMOVE TRIP HAZARD; R&R 8 LF OF CONTIGUOUS SIDEWALK NORTH OF RAMP; REMOVE & REPLACE BROKEN GRANITE CURB WITH CONCRETE CURB.	
2335	Briarwood Park Rd @ Briarwood Rd (N CORNER)	D	5'		R&R EXISTING SIDEWALK AND CURBING AND INSTALL TYP B RAMP, COMBINING BOTH N & E SIDEWALK APPROACHES, INSTALL DWD(s).	
2335	Briarwood Park Rd @ Briarwood Rd (S CORNER)	D	5'		INSTALL FOUR (4) YELLOW DWD's	
1528	BRIARWOOD RD	N/A	5'	18-FT	APPROX. 35 FT WEST OF DRIVEWAY APRON, R&R THREE MARKED SIDEWALK SLABS (18 FT).	
1528	BRIARWOOD RD	N/A	5'	10-FT	IMMEDIATELY WEST OF DRIVEWAY, R&R APPROX. 10 FT OF MARKED SIDEWALK SLABS	
1544	BRIARWOOD RD	N/A	5'	10-FT	IMMEDIATELY WEST OF DRIVEWAY, R&R APPROX. 10 FT OF MARKED SIDEWALK SLABS.	
1544	BRIARWOOD RD	N/A	5'	16-FT	R&R MARKED SIDEWALK SLABS FROM EAST PROPERTY LINE TO 16-FT WEST.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
1538	BRIARWOOD RD	N/A	5'	5-FT	IMMEDIATELY WEST OF DRIVEWAY, R&R MARKED SIDEWALK SLAB.	
3446	BRIARWOOD RD (ACROSS FROM KEYS CROSSING)	N/A	5'	5-FT	IMMEDIATELY SOUTH OF DRIVEWAY ENTRANCE TO HILLCREST APTS, R&R SIDEWALK SLAB.	
3446	BRIARWOOD RD (HILLCREST APTS., BUILDING 'A')	N/A	5'	8-FT	NEAR THE FIRE HYDRANT, R&R APPROX. 8 FT OF SIDEWALK TO REMOVE TRIP HAZARD.	
3446	BRIARWOOD RD (HILLCREST APTS., BUILDING 'A')	N/A	5'	5-FT	R&R MARKED SIDEWALK SLAB TO ELIMINATE TRIP HAZARD (TREE ROOT UNDER SLAB)	
1569	BRIARWOOD RD (EAST SIDE OF ROADWAY)	N/A	5'	25-FT	R&R MARKED SIDEWALK SLABS ON EAST SIDE OF ROADWAY	
1587	BRIARWOOD RD (EAST SIDE OF ROADWAY)	N/A	5'	8-FT	R&R MARKED SIDEWALK SLABS ON EAST SIDE OF ROADWAY	
1595	BRIARWOOD RD (EAST SIDE OF ROADWAY)	N/A	5'	8-FT	R&R MARKED SIDEWALK SLABS ON EAST SIDE OF ROADWAY	
3446	BRIARWOOD RD (HILLCREST APTS., BUILDING 'K')	N/A	5'	8-FT	R&R MARKED SIDEWALK SLABS APPROX 8 FT NORTH OF FIRE HYDRANT AT MARTA BUS SHELTER.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
3446	BRIARWOOD RD (HILLCREST APTS., BUILDING 'K')	N/A	5'	12-FT	R&R MARKED SIDEWALK SLABS AT MARTA BUS SHELTER.	
3446	BRIARWOOD RD (HILLCREST APTS., BUILDING 'K')	D	5'	25-FT	R&R RAMP AND INSTALL TYP D (SKEWED/WITH DWD's), 25' FEET OF CONTIGUOUS SIDEWALK DIRECTLY TO THE NORTH OF CORNER, R&R ANY REQUIRED CURBING	
2189	DREW VALLEY RD @ POPULAR SPRINGS DR	D	4'		REMOVE AND REPLACE EXISTING RAMP ON NE CORNER WITH A TY D (SKEWED) RAMP, INSTALL DWD.	
3316	CLAIRMONT TERRACE (EAST ENTRANCE TO KROGER AT STOP SIGN).	NONE	<4'	24	R&R NEEDED SIDEWALK & HEADER CURB; INSTALL TY D (SKEWED) RAMP; INSTALL DWD.	
3180	CLAIRMONT RD	D(S)	5'	24	APPROX 50-FT WEST OF 'THE ATLANTIC' APARTMENT ENTRANCE, R&R NEEDED SIDEWALK ON BOTH SIDES OF STORM DROP BOX TOP TO REMOVE TRIP HAZARDS.	
3148	CLAIRMONT RD @ WILMONT RD	D(S)	5'		REPAIR EXISTING TY A RAMP	
3028	CLAIRMONT RD @ CLAIRMONT WAY	B	5'	6-FT	APPROX. 135-FT NORTH OF NW CORNER, R&R SINGLE SLAB OF MARKED SIDEWALK SLAB.	
3006	CLAIRMONT RD @ CLAIRMONT WAY	B	5'	3-FT	AT SW CORNER OF INTERSECTION, REPAIR BROKEN CURBING ADJACENT TO RAMP.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
3006	CLAIRMONT RD	N/A	5'	12-FT	APPROX 50-FT SOUTH OF SW CORNER, R&R TWO MARKED CONCRETE SLABS	
3006	CLAIRMONT RD	N/A	5'	12-FT	APPROX 50-FT NORTH OF ENTRANCE TO 3006 CLAIRMONT RD, R&R TWO MARKED CONCRETE SLABS	
2712	DREW VALLEY RD	N/A	5'	65-FT	FROM EAST SIDE OF DRIVEWAY, REMOVE 4' SIDEWALK AND REPLACE WITH 5-FT SIDEWALK TO EXISTING RAMP @ CORNER OF SKYLAND TRAIL & DVR.	
2712	DREW VALLEY RD	N/A	5'	54-FT	R&R SIDEWALK FROM EAST SIDE OF DRIVEWAY TO 2706 DVR TO WEST SIDE OF DRIVEWAY OF 2712 DVR; MATCH NEW SIDEWALK TO EXISTING DRIVEWAY ELEVATION.	
2706	DREW VALLEY RD	N/A	5	45-FT	FROM EXISTING 5' SIDEWALK ON EAST SIDE OF DRIVEWAY TO 2702 DVR, REMOVE 45-FT OF EXISTING 4' SIDEWALK & REPLACE WITH NEW 5-FT SIDEWALK. <i>TRY TO INCREASE NEW SIDEWALK ELEVATION TO MATCH THAT OF THE EXISTING SIDEWALK AT 2702 DVR AND DECREASE ELEVATION MOVING EAST TO MEET DRIVEWAY ELEVATION OF 2706 DVR.</i>	
2307	BRIARWOOD WAY (BRIARWOOD PARK)	A	5'		REPLACE RED DWD WITH YELLOW DWD, APPROX 50' EAST OF SE CORNER OF BRIARWOOD WAY/BRIARWOOD RD (NEAR HANDICAPPED PARKING STALL)	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
2335	BRIARWOOD WAY	D(S)	5'		AT SE CORNER OF BRIARWOOD WAY/BRIARWOOD PARK RD, REPLACE RED DWD WITH YELLOW DWD.	
2335	BRIARWOOD WAY @ BRIARWOOD PARK RD	N/A	5'	16-FT	AT THE INTERSECTION OF BRIARWOOD WAY @ BRIARWOOD PARK RD, 80' SOUTH OF SW CORNER AT CATCH BASIN, REMOVE SIDEWALK SURROUNDING CATCH BASIN AND REPLACE, LEVEL WITH THE CATCH BASIN.	
2235	BRIARWOOD PARK RD	N/A	5'	16-FT	WHERE DIVIDED ROADWAY ENDS NORTHBOUND, APPROX. 20' SOUTH CROSSWALK ON WEST SIDE OF ROAD, R&R 16-FT OF BUCKLED SIDEWALK AND ROOTS FROM NEARBY TREE TO REMOVE TRIP HAZARD.	
2235	BRIARWOOD PARK RD	N/A	5'	8-FT	FROM NW CORNER OF INTERSECTION AT BRIARWOOD PARK RD & BRIARWOOD ROAD, APPROX 100' EAST ON ESTABLISHED SIDEWALK, R&R APPROX 8-FT OF BUCKLED SIDEWALK AND ROOTS FROM NEARBY TREE TO REMOVE TRIP HAZARD.	
3020	CLAIRMONT RD (FACNG CLAIRMONT WAY)	N/A	4'	160-FT	R&R 4' SIDEWALK ON NORTH SIDE OF ROADWAY FROM THE INTERSECITON OF CALIRMONT WAY/CLAIRMONT RD FROM THE RAMP TO THE EAST PROPERTY LINE OF 1776 CLAIRMONT WAY.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
1776	CLAIRMONT WAY	N/A	3'	65-FT	SAWCUT EXISTING CONCRETE SIDEWALK FRONTING 1776 CLAIRMONT WAY. FROM THAT LINE, REMOVE 65-FT OF 3-FT SIDEWALK WEST TO EAST SIDE OF 1768 DRIVEWAY WITH 4-FT SIDEWALK.	
1768	CLAIRMONT WAY	N/A	4'	25-FT	SAWCUT EXISTING CONCRETE IN LINE WITH THE WEST SIDE OF THE PROPERTY OWNER'S SIDEWALK TO THE HOUSE, REMOVE & REPLACE WITH 25-FT OF 4-FT SIDEWALK & TIE INTO EXISTING DRIVEWAY OF 1760 CALIRMONT WAY.	
1744	CLAIRMONT WAY	N/A	4'	15-FT	FROM WEST SIDE OF DRIVEWAY, SAWCUT SIDEWALK APPROX 15-FT TO THE WEST, R&R EXISTING SIDEWALK FROM SAWCUT TO DRIVEWAY WITH NEW 4' SIDEWALK, REMOVING TRIP HAZARD AT DRIVEWAY AND TYING BACK INTO EXISTING SIDEWALK.	
1734	CLAIRMONT WAY	N/A	4'	20-FT	SAWCUT SIDEWALK ON WEST SIDE OF DRIVEWAY TO 20-FT WEST OF DRIVEWAY, R&R WITH NEW 4' SIDEWALK	
1700	CLAIRMONT WAY	N/A	4'	100-FT	SAWCUT SIDEWALK NEAR E PROPERTY LINE, NEAR FIBEROPTIC MARKERS; R&R APPROX 100-FT OF 4' SIDEWALK FROM SAWCUT, WEST, TO EAST SIDE OF DRIVEWAY AT 1700 CLAIMONT WAY.	
1700	CLAIRMONT WAY	N/A	4'	45-FT	SAWCUT SIDEWALK APPROXIMATELY 25-FT WEST OF EAST DRIVEWAY; R&R 4' SIDEWALK FROM DRIVEWAY WEST TO SAWCUT.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
1700	CLAIRMONT WAY	N/A	4'	38-FT	APPROX 23' WEST OF MAILBOX, SAWCUT SIDEWALK; R&R 4' SIDEWALK APPROX 38-FT TO EAST SIDE OF WEST DRIVEWAY	
1700	CLAIRMONT WAY	N/A	4'	26-FT	FROM WEST SIDE OF WEST DRIVEWAY, SAWCUT AT WEST SIDE OF FIRST 4' SIDEWALK SLAB; R&R SIDEWALK APPROXIMATELY 26-FT WEST OF SAWCUT.	
1678	CLAIRMONT WAY	N/A	4'	4-FT	R&R SIDEWALK SLAB IMMEDIATELY TO THE NORTH OF DRIVEWAY.	
1678	CLAIRMONT WAY	N/A	4'	16-FT	APPROXIMATELY 20' NORTH OF DRIVEWAY, SAWCUT SIDEWALK; R&R MARKED SIDEWALK TO 16-FT NORTH OF SAWCUT	
1670	CLAIRMONT WAY	N/A	4'	20-FT	APPROX 28 FT SOUTH OF DRIVEWAY, SAWCUT JOINT AND R&R 20-FT OF SIDEWALK, NORTH TO JOIN SOUTH SIDE OF DRIVEWAY	
1670	CLAIRMONT WAY	N/A	4'	4-FT	REMOVE & REPLACE SIDEWALK SLAB DIRECTLY IN FRONT OF WATER METER.	
1662	CLAIRMONT WAY	N/A	4'	24-FT	R&R SIDEWALK FROM SOUTH SIDE OF DRIVEWAY, SOUTH, APPROX 24-FT TO TIE INTO RECENTLY REPLACED SIDEWALK.	
1654	CLAIRMONT WAY	N/A	4'	10-FT	SAWCUT SIDEWALK APPROX 13' FROM SOUTH SIDE OF DRIVEWAY. FROM THAT CUT, R&R SIDEWALK SOUTH 10' PAST UNEVEN SLAB SURROUNDING WATER METER TO REMOVE TRIP HAZARD.	

**EXHIBIT K
 BID SCHEDULE
 2023 ADA RAMP/SIDEWALK REPAIR**

ADA RAMP AND SIDEWALK REPAIR: 2023						
STREET #	STREET NAME OR INTERSECTION	RAMP TYPE	EX SW LENGTH	SW REPAIR LENGTH	TYPE OF REPAIR/COMMENTS	COST PER LOCATION
1646	CLAIRMONT WAY	N/A	4'	95-FT	SAWCUT SIDEWALK 16' FROM NORTH SIDE OF DRIVEWAY AT 1654; R&R SIDEWALK FROM CUT NORTH TO EXISTING RAMP ON CORNER OF CLAIRMONT WAY/CLAIRMONT PLACE.	
1646	CLAIRMONT PLACE	B	4'		INSTALL YELLOW DWD ON EXISTING RAMP	
1711	CLAIRMONT WAY @ SOMER VALE COURT	NONE	<4'	20-FT	ON SE CORNER OF INTERSECTION REMOVE EXISTING SIDEWALK TO WEST SIDE OF DRIVEWAY AND REQUIRED CURB; INSTALL TYP D(S) RAMP AND CONTINUE NEW 4' SIDEWALK TO WEST SIDE OF DRIVEWAY.	
1721	CLAIRMONT WAY	N/A	4'	24-FT	R&R EXISTING 4' SIDEWALK FROM WEST SIDE OF DRIVEWAY, 24-FT WEST TO REMOVE TRIP HAZARD.	
1721	CLAIRMONT WAY	N/A	4'	25-FT	SAWCUT EXISTING 4' SIDEWALK 2' WEST OF WATER METER & 2' EAST OF SANITARY SEWER CLEANOUT; R&R THE 25-FT OF SIDEWALK BETWEEN.	
1727	CLAIRMONT WAY	N/A	4'	8-FT	FROM WEST SIDE OF DRIVEWAY, SAWCUT SIDEWALK APPROX 8-FT TO THE WEST; R&R 4' SIDEWALK FROM CUT EAST OF DRIVEWAY.	
1727	CLAIRMONT WAY	N/A	4'	20-FT	SAWCUT EXISTING 4' SIDEWALK 2' EAST OF WATER METER; R&R SIDEWALK APPROX 20-FT TO EAST SIDE OF DRIVEWAY.	
1735	CLAIRMONT WAY	N/A	4'	25-FT	FROM WEST PROPERTY LINE, R&R 4' SIDEWALK APPROXIMATELY 25-FT EAST TO EXISTING SIDEWALK JOINT.	

**EXHIBIT K
BID SCHEDULE
2023 ADA RAMP/SIDEWALK REPAIR**

Total Bid Amount:

Total Bid Amount in Words:

Contractor Provider:

Signature:

Print Name:

Date: _____

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

END OF EXHIBIT K

EXHIBIT L
CDBG FEDERAL/LOCAL PROJECT REQUIREMENTS
REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

This project is funded wholly (or in part) by the Community Development Block Grant Program. Since this is a federally funded project, there are several federal requirements that must be followed, including the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) and others.

The contractor is responsible for labor standards compliance of all subcontractors and lower-tier contractors and for ensuring that the Labor Standards Provisions for this project and the applicable wage decisions are included in all subcontractors and lower-tier contracts. In addition to complying with federal regulations, **the contractor must attend a pre-construction meeting with the City of Brookhaven Community Development staff prior to starting construction.** Below are basic explanations of the relevant regulations, to which the contract must comply. The following is a list of federal requirements which must be included in the Request for Proposals:

Fair Housing and Equal Opportunity

Title VI of the Civil Rights Act of 1964, As amended:

No person may be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal assistance based on race, color, or national origin. The regulations implementing the Title VI Civil Rights Act provisions for HUD programs are found in 24 CFR Part 1.

Age Discrimination Act of 1975, As Amended:

Prohibits age discrimination in programs receiving Federal financial assistance. Regulations may be found in 24 CFR Part 146.

Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds based on race, color, religion, national origin, or sex.

Handicapped Accessibility

Americans with Disabilities Act:

The Act provides comprehensive civil rights to individuals with disabilities in the areas concerning employment, public accommodations, telecommunications, and state and local government Contractor s. The Act also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. This Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable, and able to be carried out without much difficulty or expense.

Section 504:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in Federally assisted programs based on handicap.

Architectural Barriers Act of 1968:

Federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

EXHIBIT L
CDBG FEDERAL/LOCAL PROJECT REQUIREMENTS

Employment and Contracting

Equal Employment Opportunity, Executive Order 11246, as amended:

Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding \$10,000.

Section 3 of the Housing and Urban Development Act of 1968:

Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG be provided to low-income people residing in the program Contractor area. To the greatest extent feasible, contracts for work to be performed in connection with CDBG will be awarded to business concerns that are in or owned by persons residing in the program Contractor area.

Minority/Women's Business Enterprise:

Grantees must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts.

Davis-Bacon and Related Acts:

Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

The Contract Work Hours and Safety Standards Act (CWHSSA)

This Act requires time and one-half pay for any overtime hours worked on the covered project. Overtime hours are defined as hours worked in any one workweek more than 40 hours.

The Copeland Act (Anti-Kickback Act)

This Act prohibits any employer from requiring a laborer or mechanic to kickback any part of their wages. In accordance with this Act, every employer (contractors and subcontractors) must submit weekly payrolls for review.

Fair Labor Standards Act:

Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work and establishes child labor standards.

Conflict-of-Interest:

In accordance with 24 CFR 570.611, no person who exercises (or has exercised) any functions or responsibilities with respect to CDBG activities (or who is in the position to participate in decisions or gain inside information) may obtain a financial interest or benefit from a CDBG activity or have an interest in any contract, subcontract, or agreement for themselves or for persons with business or family ties.