

Invitation to Bid, No. 24-002
2024/2025/2026 CAPITAL PAVING PROJECT

JANUARY 2024

Mandatory Pre-Bid Meeting:
23rd, January, 2024, at 10:30 a.m. EST

Location: City Hall
4362 Peachtree Street Brookhaven, GA 30319

BID DUE DATE and OPENING DATE:
13th, February 2024, at 03:30 P.M. EST.

Bids shall only be accepted online through the Bonfire Portal at:
<https://brookhavenga.bonfirehub.com/projects/view/118774>

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

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Purchasing Manager, Purina Alexander, purina.alexander@brookhavenga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message Opportunity Q&A:
<https://brookhavenga.bonfirehub.com/projects/view/118774>. Questions are due no later than **30th January 2024, at 04:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of addenda. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation shall be posted on the Bonfire website.
<https://brookhavenga.bonfirehub.com/projects/view/118774> and it is the Offeror'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 to make an award in the best interest of the City of Brookhaven.
5. The City of Brookhaven is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.
6. **ALL BIDDERS ARE REQUIRED TO SIGN, DATE AND RETURN THE FOLLOWING 'CONTRACT' (PAGES 2, 3, & 4) WITH THEIR BID PACKAGE SUBMISSION**

CONTRACT
ITB 24-002

This **CONTRACT** made and entered into this ____ day of _____, 2024 by and between the **City of Brookhaven**, (Party of the First Part, hereinafter called the “City”), and _____ (Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”). **NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows.

1. TERMS:

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

2. ATTACHMENTS:

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

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 24-002 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Bond Documents: Payment Bond, Performance Bond and Maintenance Bond.
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.
- Exhibit F: Drug-Free Workplace.
- Exhibit G: Purchasing Policy Addendum.
- Exhibit H: Affidavit Verifying Status for Public Benefit Application.
- Exhibit I: Bid Documents: References and Subcontractor Form.
- Exhibit J: Non-Collusion Affidavit.
- Exhibit K: Bid Schedule.
- Exhibit L: Construction Drawing Package – City of Brookhaven Public Works Department Special Provisions

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions] Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker’s Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider’s default in the performance of any term of this Contract. Such termination shall be without prejudice to any City’s rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

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of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service provider for standard commercial supplies of raw materials.

10. ASSIGNMENT:

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

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. 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 work with individual firms to ensure that their questions are answered on a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

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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 Park, Mayor, City of Brookhaven, Georgia

ATTEST: _____
Sandra Bryant, City Clerk

APPROVED AS TO FORM: _____
Jeremy Berry, City Attorney

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Signature

Date _____

Print Name _____

Print Title _____

EXHIBIT A
GENERAL CONDITIONS

1. SCOPE OF WORK

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

2. REGULATIONS

- 2.1 The Service 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 Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules, and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider shall comply with the City of Brookhaven's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including, but not limited to, O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the City's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City-observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work for such a period as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days their work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will always have someone in attendance who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of

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- all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.
- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons 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 Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).
- 4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be at the City's discretion.
- 4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

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

6. PERFORMANCE REQUIREMENTS

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

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is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

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

9. SAFETY AND PROTECTION

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

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City and delivered or performed by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or 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 Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third Party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

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- 10.6 The Service Provider shall submit all invoices City of Brookhaven Public Works Department electronically to accountpayable@brookhavenga.gov, to City of Brookhaven, GA, Accounts Payable, 4362 Peachtree Road NE, Brookhaven, GA 30319.
- 10.7 The Service Provider will agree to comply with the City of Brookhaven's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Brookhaven for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb. County, the City of Brookhaven, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall 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 the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a Party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, County, state, or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

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

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory Liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by
 - (i) Reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's

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directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or

- (ii) Arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed, or performed by the Service Provider, or
 - (iii) Arising out of or in connection with any claim, suit, assessment, or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or
 - (iv) Arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees, or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless:
 - (1) the Service Provider and the City shall have mutually agreed to the contrary, or
 - (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or
 - (3) the City and the Service Provider are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the City for claims of third parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.
- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation, or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility because of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in the performance of the Contract.

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

13.7 Insurance

13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

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

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insure

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under such policies of commercial general and automobile liability insurance.

13.7.1.3 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract:

(i) Workers' compensation insurance, and

(ii) Employer's liability insurance.

13.7.1 The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insurance as required by applicable state laws and regulations.

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

13.7.3 Health Insurance. **Not applicable.**

13.7.4 Garage Liability Insurance. **Not applicable.**

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

13.7.6 Crime Coverage. **Not applicable.**

13.7.7 Pollution Liability Insurance. **Not applicable.**

13.7.9 **Deductibles:** The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pays the deductible prior to its insurer's payment of the claim.

13.7.10 Additional Named Insured: Awarded contractor shall submit, at the time of bid submission, a Certificate of Insurance which indemnifies the City of Brookhaven as an "Additional Named Insured."

13.7.11 **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 and that 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 ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.11, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this

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Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

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

15. CONTRACT ADJUSTMENTS

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

16. SUBCONTRACTORS

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

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

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall

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give its express written consent to the provisions of Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a Party to this Contract nor make such subcontractor a third-Party beneficiary hereof.

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

17. DEFAULT AND TERMINATION

- 17.1 In the event that:

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

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

17.1.3 The Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

17.1.4 The Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the period specified by a provision for this Contract; or

17.1.5 The Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

17.1.6 The Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

17.1.7 There is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

17.1.8 The Service Provider shall default on any other agreement entered by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or Equity.

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- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 17.3 Bankruptcy and Liquidation – In the event the Service Provider.
- a. Makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets.
 2. Commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect.
 3. Has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more.
 4. takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets, or;
 5. permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third Party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
 - i. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
 - ii. (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.
 - iii. (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

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18. CITY'S AUTHORIZED REPRESENTATIVE

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

19. ASSIGNMENT

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

20. NOTICES

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

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

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

Service Provider

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

21. NONDISCRIMINATION

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

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

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- 21.1.2 Nondiscrimination. The Service 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 Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or;
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and 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

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

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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 Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a Party to any litigation commenced between the Service Provider and a third Party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third Party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable Security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to Security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. 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 Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within , (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with

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the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall, upon reasonable notice from the City, be made available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to, a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third Party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-Party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a "period of time" is ten (10) days or less means business days, and when referring to "a period of time" that is more than ten (10) days means calendar days. The day of the event, from which the designated period 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.

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- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.24 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third Party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independently of the City or any other governmental. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

25. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** END OF EXHIBIT A*****

EXHIBIT B
SCOPE & SPECIFICATIONS

Contract Duration: 120 calendar days

Project Description:

The City of Brookhaven is soliciting competitive sealed bids from qualified contractors for the **2024 Street Resurfacing Project**. These bid documents cover asphalt paving maintenance for the years 2024, 2025, and 2026; Phases 1, 2, and 3, respectively. The awardee shall provide to the City of Brookhaven all aspects of asphalt maintenance, including, but not limited to; milling, full-depth restoration, hauling materials, resurfacing operations, adjustment of roadway appurtenances (manhole/water valve adjustment), all required machinery, thermostriping, resident notification, and traffic control. This bid package contains bid sheets for each year/phase referenced, and all three bid sheets must be completed and returned by the bid submission deadline to qualify for this award. Specification of the maintenance of each road-segment for each year is provided in the scope, below. The awarded bidder must self-perform tasks constituting a **minimum of (50%) of the value of the contract**.

Scope:

The contractor shall furnish all materials, equipment, and labor to complete the required construction, as described in the specifications, including all incidentals, as directed by the terms of this contract, and as directed by the City of Brookhaven Director of Public Works or their authorized representative.

Unless otherwise specified all work shall be completed in accordance with The City of Brookhaven and the Georgia Department of Transportation's Drawings/Specifications and Pay Items Index, except as noted or directed by the project manager/engineer.

To be considered a complete bid, the bid must include completion and submission of the following:

The bid table for the 2024, Phase 1 Capital Street Paving Program.

The bid table for the 2025, Phase 2 Capital Street Paving Program.

The bid table for the 2026, Phase 3 Capital Street Paving Program.

EXHIBIT B
SCOPE & SPECIFICATIONS

Full Depth Reclamation (FDR):

General Guidelines for Full-Depth Reclamation:

(Note that requirements may be adjusted as determined appropriate by the engineer.)

- Streets initially to be milled to allow 1 ½” reveal at edge of driveways, as determined by Engineer.
- Mill existing asphalt pavement an additional 3.25 inches below reveal for driveways.
- Pulverize the existing roadway material to a depth of 8 to 10 inches below gutter line to achieve the Full Depth Reclamation required and keep the grade elevation to allow the asphalt surface to be below curb reveal.
- Clip and remove the mixed material to finished subgrade which shall be 3-inches below the gutter line.
- Any organic laden soils and/or deleterious materials encountered during construction should be removed and not included as part of the FDR cement-modified material.
- Mix Portland Cement at a rate of 45lbs./sy to a depth of 8-10 inches below the finished subgrade, or as directed by the engineer.
- Cure the FDR cement-modified material a minimum of 3-7 days with moisture conditioning or **3 days** upon the recommendation of geo-tech core test results and approval of Engineer. All FDR roads shall pass a proof roll test prior to resurfacing.
- Place 1.75” – 2.0” inches of 19mm TP II Super Pave for the level and binder course.
- Place 1.0” - 1.25” inches of 9.5mm TP II Super Pave asphalt, or as directed by the engineer.
- For all streets, the existing roadway materials should be mixed with water into the underlying subgrade, with the prescribed PCC, using a pulvimixer.
- Access to all residences and businesses must always be maintained. **Final surface elevation to allow for 1 ½” reveal at driveways.**

Mill and Overlay (M&O):

General Guidelines for Mill & Overlay:

(Note that requirements may be adjusted as determined appropriate by the engineer.)

- **Streets initially to be milled to allow 1 ½” reveal at edge of driveways, as determined by Engineer.**
- Mill existing asphalt pavement to variable depths accounting for the additional 1.5” inch below required reveal for driveways (or as otherwise noted).
- Evaluate by proof-rolling. **Any areas found to be yielding will be remediated.**
- All thicknesses and asphalt specifications are called out in the Specifications, and the Bid Sheets.

EXHIBIT B
SCOPE & SPECIFICATIONS

Granite Curb Adjust/Repair:

Throughout the road sections that are included in this contract the **City has identified approximately 10,000+/- feet of curb that should be raised and reset.**

Adjust Granite Curb shall consist of lifting the existing curb in areas shown on the list below, placing **Graded Aggregate Base**, and resetting curb such that the **top of curb is 6 inches above finished grade of asphalt.** The cost for Reset Granite Curb will include the cost of all labor, equipment, and material (including GAB) to perform the work. The City has limited supply of granite curb that can be provided to the contractor to replace any damaged existing curb that cannot be reset.

Contractor is responsible for the backfilling of the curb and the replacement of any sod removed. Sod to be replaced in kind. Contractor shall provide adequate notice of the curb work to the property owners so any irrigation or landscaping can be removed by the property owner. Contractor shall be responsible for repairs in the event adequate notice is not provided.

Utility Access Structures:

Throughout the road sections included in this contract are manholes and utility valves located within the roadway. Contractor shall be responsible for adjusting these appurtenances and make any necessary adjustments by raising/lowering/resetting the frames and lids. **Only identified storm drop inlets are to be adjusted in field by the contractor.**

Extension of Contract Pricing to Private Streets in the City of Brookhaven

The City of Brookhaven would like to ask the suppliers to agree to extend identical unit pricing under the same terms to other public entities or other private communities within the City limits in need of paving. This is optional opportunity for the contractor.

Each contracting entity or private community will execute a separate contract with the successful supplier for its requirement. However, any supplier, by written notification at the time of the bid due date and time, may decline to extend the prices and terms of their bid to any, and/or all other public entities or private communities.

The successful supplier, in contracting with another public entity or private community may incur additional costs. All demonstrable costs (shipping, etc.) may be passed on to that public entity or private community, along with sales tax.

The City intends those other public agencies (County, special district, public authority, public agency, school district, private community, or other political subdivision of the state of Georgia) shall have the option to participate in any agreement created because of this Invitation to Bid. The City of Brookhaven shall incur no financial responsibility in connection with a purchase order from another public entity or private community. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback opportunity will expire when the contracted supplier's contract expires.

General Notes:

1. Work is expected to begin within **10 days** of the official "Notice to Proceed" and all paving work to be completed within **120 calendar days**.
2. Prior to beginning work the contractor will be required to submit a job mix formula for review and acceptance by the City

EXHIBIT B
SCOPE & SPECIFICATIONS

3. Scheduling: On a weekly basis, the Contractor shall submit a schedule of work to be performed two (2) weeks in advance (e.g., a two week look ahead).
4. The contractor will notify all affected residents & stakeholders of upcoming paving construction on each scheduled street, via flyers and/or door hangers 24 to 48 hours prior to mobilization/construction.
5. The Contractor shall perform project housekeeping/clean-up daily: this includes sweeping and/or vacuuming for dust and debris along the roadway and cleaning of driveways if applicable. Cleanliness is a point of emphasis for the City of Brookhaven and our citizens and great attention must be paid to keeping the streets and properties affected by this work as clean and in order as possible.
6. The Contractor's performance will be measured based on the following:
 - Compliance with the City of Brookhaven Scope of Work and GDOT Specifications.
 - Cleanliness of the worksite.
 - Meeting agreed upon schedule dates.
 - Submission of all deliverables as specified.
7. The contractor is responsible for calling for utility locations prior to the start of each phase of work. It shall be the contractor's responsibility to coordinate his work with any utility owner who may conflict with his work. No claims will be considered for extra compensation.
8. Any item which must be removed during the construction work but is not specially called for shall be removed by the contractor. The cost shall be included in another unit price bid. No claims will be considered for extra compensation.
9. All traffic control shall be provided by the contractor in accordance with GDOT's "shelf" Special Provision 150. Assistance from police officers will not be provided by the City; however, the contractor shall coordinate with the City of Brookhaven Police Department, who possesses the first right of refusal, to provide a work zone officer as required or as directed by the engineer. If City police officers are not available, it is the contractor's responsibility to obtain an officer(s) from other municipal entities or through the Georgia State Highway Patrol. Traffic control costs shall be included in contract pay item pricing as a lump sum, per year for each year of this contract. The contractor shall maintain through traffic via single lane closure while allowing adequate access to driveways and side roads. At no time shall a street be closed completely unless approved and directed by the Engineer. Proper traffic control includes, but is not limited to; signage, flaggers, "ROAD WORK AHEAD", and "DETOUR" signs are required on all roadway segments identified in this bid package.
10. The City intends to award one contract for this work but reserves the right to divide the work among multiple contractors. The City reserves the right to adjust the number of roads in this contract.
11. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans and specifications as directed, and the terms of this contract.
12. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which

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might occur during the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.

13. Upon the completion of each work, 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 other unit price bid. No claims will be considered for extra compensation.
14. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia or Public Works Designee".
15. Working hours are limited to **Monday - Friday, 7:00 AM to 7:00 PM, & Saturday 8:00 AM to 5:00 PM**, unless prior approval is granted by the Department of Public Works. **Lane closures on non-neighborhood streets will only be permissible between the hours of 9 AM. and 4 PM.**
16. **The maximum allowable time between milling and placing new pavement will be 48 hours.**
17. The cost for Removal and Reconstruction of Speed Humps will include the cost of all labor, equipment, and material to perform the work (including asphalt and **pavement markings**). Contractor will be responsible for marking the location of the existing speed humps before removal. Contractor may retain and reuse the concrete blocks from the existing speed humps where possible. No additional claims will be considered providing replacements for damaged blocks. **Speed Humps shall be reinstalled within 7 days of paving.** Speed Humps that are designated to be replaced as raised cross walks will be paid for at the same unit rate for Remove and Reconstruct Speed Hump.
18. **Traffic signal loop replacement:** Not a part of this contract.
19. Temporary striping where required shall follow within twenty-four (24) hours of resurfacing. **Permanent Pavement markings must be installed no sooner than 15 days after paving but no later than 30 days after paving.** If the contractor fails to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City to complete this work.
20. Marking tape is permissible for temporary pavement markings on milled surfaces and freshly paved asphalt. **All Crosswalks, Speed Humps, and/or Speed Tables shall be remarked with marking tape IMMEDIATELY upon milling or placement of asphalt.**
21. The pre-marking layout shall be approved by the City prior to temporary or permanent pavement marking.
22. The City's standard bike lane marking is a preformed, skid resistant thermoplastic marking, Pre-Mark PM602006 with arrow or equivalent product on the GDOT Qualified Products List, QPL-74 list.

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23. Undercut Excavation- If unsuitable material is encountered below the patch depth, the contractor shall remove the unsuitable material and replace it with compacted Graded Aggregate Base (GAB) as directed by the City's engineer. Pay items are included for the excavation, disposal of the unsuitable material, placement of the GAB and compaction of the GAB.
24. Manhole, Storm Drain Structures, and Utility Valve Box Access Adjustments – frames and covers are to be adjusted in field, by the contractor, and shall conform to the new asphalt grade.
25. The standard edge mill width will be 6 feet. Existing pavement shall be milled at the gutter line to a depth equal to or greater than the depth of overlay to be installed at a minimum. **The finished grade of the final asphalt at the gutter line shall be no higher than the existing finished grade or as directed by engineer.**
26. A material transfer vehicle is not required unless the plant and mix used requires one as noted on GDOT's QPL 45.
27. The Contractor shall have all vehicles marked with their company name.
28. The contractor at minimum will conduct, at Brookhaven City Hall, one (1) overall contract pre-construction meeting shortly after awarding of the contract and one (1) additional meeting with the pavement marking subcontractor prior to pavement marking.
29. The City of Brookhaven will not provide restroom facilities.
30. The Contractor shall perform project housekeeping/clean-up daily. A 24-hour contact must be provided to the City of Brookhaven for all issues as needed regarding the project for any safety, signage, or other emergency as needed.
31. The contractor shall obtain permission from any private property owner on whose property construction equipment may be parked. Failure to obtain permission from property owners may result in citations. Limited space for parking of equipment may be available at City owned parks, depending on the schedule of events at the park.
32. A week prior to resurfacing with the topping asphalt mix, the contractor shall secure an approved signed job mix formula from the Georgia Department of Transportation for the topping asphalt mix used on this project.
33. Reset Granite Curb shall consist of lifting the existing curb in areas shown on the list below, placing Graded Aggregate Base or concrete, and resetting curb such that the top of curb is 6 inches above finished grade of asphalt, or to a common height of the existing granite. The cost of Pay Item "Reset Granite Curb" shall include the cost of all labor, equipment, and material (including GAB or concrete) to perform the work. The City has limited supply of granite curb sections that can be provided to the contractor to replace any damaged existing curb which cannot be reset.

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34. The City of Brookhaven reserves the right to extend this contract by mutual consent for a limited period, not to exceed six (6) months, and extend the contract for additional work to the awarded vendor. This action should be taken in writing prior to the expiration of the current contract.
35. Proof of 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's covenants to and indemnification of the City under the Contract.
36. All Bidders are required to submit a Bid Bond, or a certified check made payable to the City of Brookhaven in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.
37. The awarded bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents. Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.
38. The awarded bidder will be required to submit a Maintenance Bond valid for 12 months in the amount of the total bid.

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

This bid will require bonds. Please see bonding documents at the end of this procurement.

The City of Brookhaven requires a minimum of 50% participation by the prime Contractor on all projects.

EXHIBIT B
SCOPE & SPECIFICATIONS

2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)			
BRAWLEY CIRCLE		REQUIRED TASKS: FULL WIDTH MILL, THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	BRAWLEY WY/BRAWLEY CR (LOOPS)	MILL: Variable Depth STRUCTURAL PATCHING: 153 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 17	<i>75'L*10'W slightly raised pavement (83 sq yds)</i> <i>@1470 Brawley Cr 17'L*11'W utility trench (21 sy yds)</i> <i>@1445 Brawley Cr utility trench 26'L*10'W (29 sq yds)</i> <i>@1462 Brawley Cr utility trench 20'*6' + 6'*7' (18 sq yds)</i> <i>@1477 Brawley Cr utility trench 2'L * 10'W (2 sq yds)</i>
END AT:	BRAWLEY WY/BRAWLEY CR (LOOPS)		
LENGTH (FT):	3,242		
AVG WIDTH (FT):	28		
TOTAL AREA (SY):	15,277 sq yds		
NOTES: ALL OF BRAWLEY CIRCLE, INCLUDING CUL-DE-SAC.			
BRAWLEY WAY		REQUIRED TASKS: FULL WIDTH MILL, THICK OVERLAY	
BEGIN AT:	WOODROW WAY	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy	
END AT:	Rennes Dr		
LENGTH (FT):	554		
AVG WIDTH (FT):	24		
TOTAL AREA:	1,993 sq yds		
NOTES:			
BRETON CIRCLE		REQUIRED TASKS: FULL WIDTH MILL, THICK OVERLAY	
BEGIN AT:	WOODROW WAY	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 15	
END AT:	RENNES DRIVE		
LENGTH (FT):	2,651		
AVG WIDTH (FT):	25		
TOTAL AREA:	7,364 sq yds		
NOTES:			
CALDWELL RD		REQUIRED TASKS: FULL WIDTH MILL, THICK OVERLAY	
BEGIN AT:	DRESDEN DRIVE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 9 ADJUST GRANITE CURB: 950LF (MARKED) REMOVE & REPLACE SPEED HUMP(S): 9	THERMO: 5" WHITE, SOLID; (2,552LF) 24" WHITE, SOLID; (12LF) 5" SKIP WHITE; (62LF) 5" SOLID YELLOW; (168LF)
END AT:	CHESHIRE WAY		
LENGTH (FT):	3,188		
AVG WIDTH (FT):	24		
TOTAL AREA:	8,857 sq yds		
NOTES: TRAFFIC SIGNAL LOOP AT DRESDEN INTERSECTION SB LANE. NOT A BID ITEM.			

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2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)		
CANDLER LAKE W		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING
BEGIN AT:	W NANCY CREEK DR	MILL: Variable Depth STRUCTURAL PATCHING: 68 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 2
END AT:	LONG BRANCH COURT	
LENGTH (FT):	2,832	
AVG WIDTH (FT):	25	
TOTAL AREA:	8,646 sq yds	
NOTES:		
CANMONT DRIVE		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING
BEGIN AT:	SKYLAND DRIVE	MILL: Variable Depth STRUCTURAL PATCHING: 55 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 5
END AT:	CLAIRMONT ROAD	
LENGTH (FT):	1,568	
AVG WIDTH (FT):	24	
TOTAL AREA:	4,671 sq yds	
NOTES:		
CHIPPEWA PLACE		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING
BEGIN AT:	NAVAJO TRAIL	MILL: Variable Depth STRUCTURAL PATCHING: 92 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 5
END AT:	EOP (CUL-DE-SAC)	
LENGTH (FT):	1,459	
AVG WIDTH (FT):	24	
TOTAL AREA:	4,369 sq yds	
NOTES: INCLUDES CUL-DE-SAC SOUTH OF OCONEE PASS.		
CLUB PLACE		REQUIRED TASKS: EDGE MILL/FULL-WIDTH MILL; MODERATE OVERLAY
BEGIN AT:	MABRY ROAD	MILL: Variable Depth BASE: 1.75" 19mm SP @ 220 lb./sy SURFACE: 1.25" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 4
END AT:	EOP (CUL-DE-SAC)	
LENGTH (FT):	555	
AVG WIDTH (FT):	29	
TOTAL AREA:	2,347 sq yds	
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.		

EXHIBIT B
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2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)			
CLUB WALK DRIVE		REQUIRED TASKS: EDGE MILL/FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	HERMANCE DRIVE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 5	
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	724		
AVG WIDTH (FT):	24		
TOTAL AREA:	2,634 sq yds		
NOTES: TOTAL AREA INCLUDES CUL-DE-SACS.			
CRANTON COURT		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	BERKFORD CIRCLE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 2	
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	240		
AVG WIDTH (FT):	24		
TOTAL AREA:	932 sq yds		
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.			
CRAVENRIDGE DR		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	TRYON ROAD (S)	MILL: Variable Depth STRUCTURAL PATCHING: 82 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 6 ADJUST WATER VALVE TO GRADE: 1 REMOVE & REPLACE SPEED HUMP(S): 2 ADJUST GRANITE CURB: 500 LF (MARKED)	THERMO: 5" WHITE, SOLID; (750 LF) 24" WHITE, SOLID; (30 LF) WORDS ("SLOW"), ("SCHOOL"): (2) @2844 (1 sy) @2858 (1 sy) @2865 (38 sy) @2865 (40 sy) @2882 (2 sy)
END AT:	CALDWELL ROAD		
LENGTH (FT):	2,753		
AVG WIDTH (FT):	25		
TOTAL AREA:	8,071 sq yds		
NOTES: INSTALL 24" STOP BAR AND CROSSWALK AT TRYON RD INTERSECTION			
DUNWOODY TRAIL		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	VICTOR ROAD	MILL: Variable Depth STRUCTURAL PATCHING: 26 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 2	@1715 (3 sy); @1739 (23 sy)
END AT:	DUNWOODY PLACE		
LENGTH (FT):	901		
AVG WIDTH (FT):	25		
TOTAL AREA:	2,753 sq yds		
NOTES:			

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2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)			
E. DREW VALLEY RD		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	DREW VALLEY RD (NORTH)	MILL: Variable Depth STRUCTURAL PATCHING: 4 sq yds(MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST GRANITE CURB: 160 LF (MARKED)	ROAD EDGE DEPRESSION: 18FT X 2FT (4 sy)
END AT:	DREW VALLEY RD (SOUTH)		
LENGTH (FT):	356		
AVG WIDTH (FT):	24		
TOTAL AREA:	1,044 sq yds		
NOTES: ** CONCRETE CAP FLUSH W/PAVEMENT SURFACE NORTHBOUND ALONG W CURBLINE: 348 FT x 5 FT (193 sy)			
EWING DRIVE		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	CORTEZ LANE	MILL: Variable Depth STRUCTURAL PATCHING: 19 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 5	ADJUST GRANITE CURB: 125 LF (marked) 4' X 6' Depression Near Corner Ewing/Cortez, NB Lane (3 sy) 36' X 4' Utility Depression (16 sy)
END AT:	DREW VALLEY ROAD		
LENGTH (FT):	1,246		
AVG WIDTH (FT):	26		
TOTAL AREA:	3,960 sq yds		
NOTES: **CONCRETE CAP ALONG EWING IS FLUSH WITH THE ROAD SURFACE NORTHBOUND ALONG EAST CURB: 1,246 LF X 3 LF (415 sy)			
FERNWAY COURT		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	BRYNWYCK ROAD	MILL: Variable Depth STRUCTURAL PATCHING: 25 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 2	@3975, Utility Depression 45' X 5'; (25 sy)
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	230		
AVG WIDTH (FT):	35		
TOTAL AREA:	1,012 sq yds		
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.			
FRONTENAC COURT		REQUIRED TASKS: FULL WIDTH MILL/EDGE MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	WOODROW WAY	MILL: Variable Depth STRUCTURAL PATCHING: 18 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 2	10'x5' Depression Near Manhole (marked); (6 sy) @ 3162, 14' x 8' Depression; (12 sy)
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	1012		
AVG WIDTH (FT):	30		
TOTAL AREA:	3,668 sq yds		
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.			

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2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)		
GARDENSIDE COURT		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	SKYLAND TRAIL	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVERS TO GRADE: 2 ADJUST GRANITE CURB: 186 LF (MARKED)
END AT:	EOP (DEAD END)	
LENGTH (FT):	372	
AVG WIDTH (FT):	25	
TOTAL AREA:	1,137 sq yds	
NOTES:		
HARTS MILL ROAD		REQUIRED TASKS: FULL WIDTH MILL/EDGE MILL; THICK OVERLAY; STRUCTURAL PATCHING
BEGIN AT:	ASHFORD -DUNWOODY ROAD	MILL: Variable Depth STRUCTURAL PATCHING: 30 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 1
END AT:	WASSON WAY	
LENGTH (FT):	448	
AVG WIDTH (FT):	35	
TOTAL AREA:	1,770 sq yds	
NOTES: **TWO TRAFFIC SIGNAL LOOPS, WESTBOUND LANES: NOT A BID ITEM.		90L x 3'W (30 sy) THERMO: 8" WHITE, SOLID; (1,624 LF) 24" WHITE, SOLID; (22 LF) 5" WHITE, SOLID; (700 LF) 5" YELLOW, SOLID; (700 LF) ARROW, STRAIGHT/LEFT; (2) ARROW, RIGHT (2)
HAVEN BROOK WAY		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	OSBORNE ROAD	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 5
END AT:	EOP (CUL-DE-SAC)	
LENGTH (FT):	1,010	
AVG WIDTH (FT):	28	
TOTAL AREA:	4,101 sq yds	
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.		
HERMANCE DRIVE	(Traffic Circle)	REQUIRED TASKS: EDGE MILL; THIN OVERLAY
BEGIN AT:	HERMANCE DRIVE	EDGE MILL: Variable Depth SURFACE: 2.0" 12.5 MM SP, GP 1 OR 2, INCL POLYMER @ 220 lb./sy ADJUST MANHOLE COVER TO GRADE: 1
END AT:	HERMANCE DRIVE	
LENGTH (FT):	129	
AVG WIDTH (FT):	18	
TOTAL AREA:	1,100 sq yds	
NOTES: TRAFFIC CIRCLE LOCATED AT THE INTERSECTION OF HERMANCE DR & BROOKHAVEN AVENUE. PAVING LIMITS WILL BE MARKED		

EXHIBIT B
SCOPE & SPECIFICATIONS

2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)			
LANIER DRIVE (SB)**		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	WINDSOR PARKWAY	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST GRANITE CURB: 850 LF (MARKED) REMOVE & REPLACE SPEED HUMP(S): 4	THERMO: 24" WHITE, SOLID; (22 LF) 8" WHITE, SOLID; (106 LF) ARROW TY 2, RIGHT TURN; (1) ARROW TY 2, LEFT TURN; (1)
END AT:	STATE ROUTE 141 (PEACHTREE ROAD)		
LENGTH (FT):	2,472		
AVG WIDTH (FT):	22		
TOTAL AREA:	6,042 sq yds*		
NOTES: **THIS SEGMENT INCLUDES ONLY THE SOUTHBOUND LANE OF LANIER DR; ALL MEDIAN CUT-THROUGHS TO BE MILLED TO EOP OF NB LANE. THESE LIMITS WIL BE MARKED IN THE FIELD. DO NOT MILL TRAFFIC SIGNAL LOOPS AT INTERSECTION W/PEACHTREE RD			
LOGAN CIRCLE		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	BRIARWOOD ROAD	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 3	
END AT:	END OF PAVEMENT (DEAD END)		
LENGTH (FT):	687		
AVG WIDTH (FT):	23		
TOTAL AREA:	1,931 sq yds		
NOTES:			
LONG BRANCH CT		REQUIRED TASKS: FULL DEPTH RECLAMATION (FWD); THICK OVERLAY	
BEGIN AT:	CANDLER LAKE WEST/ASHWOODY CT	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 1	THERMO: 5" WHITE, SOLID; (1,320 LF)
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	720		
AVG WIDTH (FT):	26		
TOTAL AREA:	2,282 sq yds		
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.			
MURPHY CANDLER CT		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	CANDLER LAKE WEST	MILL: Variable Depth STRUCTURAL PATCHING: 3 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 1	@4068; 10'X2'; (3 sy)
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	174		
AVG WIDTH (FT):	41		
TOTAL AREA:	950 sq yds		
NOTES: TOTAL AREA INCLUDES CUL-DE-SAC.			

EXHIBIT B
SCOPE & SPECIFICATIONS

2024 BROOKHAVEN ROADWAYS: PHASE 1 (2024)			
PINE CONE LANE		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	DOUBLEGATE DRIVE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST GRANITE CURB: 175 LF (MARKED)	
END AT:	BRIARWOOD RD		
LENGTH (FT):	865		
AVG WIDTH (FT):	23		
TOTAL AREA:	2,373 sq yds		
NOTES: INSTALL THERMOPLASTIC CROSSWALK AND 24" STOP BAR AT			
RAVEN HILL DR		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	STOLAND DRIVE	MILL: Variable Depth STRUCTURAL PATCHING: 18 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLES TO GRADE: 1 ADJUST GRANITE CURB: 145 LF (MARKED)	@ 1907; 23'Lx6'W; (16 sy) @ 1907; 6'Lx2'W; (2 sy) THERMO: 5" SOLID WHITE (72LF); 24" SOLID WHITE (13LF)
END AT:	CLAIRMONT RD		
LENGTH (FT):	715		
AVG WIDTH (FT):	25		
TOTAL AREA:	2,190 sq yds		
NOTES:			
REDDING ROAD	Intersection Project Scheduled, 2025	REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	REDDING WAY	MILL: Variable Depth STRUCTURAL PATCHING: 43 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 9	REMOVE & REPLACE SPEED HUMP(S): 8 ADJUST GRANITE CURB: 1,750 LF (MARKED) @2775; 10'Lx4'W; (2 sy) @2758 15'Lx3'W; (5 sy) @2742; 6'Lx3'W; (5 sy) Near Crossway Dr; 46'Lx6'W; (30 sy)
END AT:	S. PROPERTY LINE OF 2958 REDDING RD		
LENGTH (FT):	3,526		
AVG WIDTH (FT):	31		
TOTAL AREA:	12,150 sq yds		
NOTES: PAVING LIMITED TO AREA COMMENCING AT SOUTH PROPERTY LINE OF 2958 REDDING RD, SOUTH TO REDDDING RD/CROSSWAY DR INTERESCTION.			
SKYLAND DRIVE		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	SKYLAND TRAIL	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 6 REMOVE & REPLACE SPEED HUMP(S): 3	ADJUST WATER VALVE TO GRADE: 5 ADJUST GRANITE CURB: 540 LF (MARKED) RPM TY 3: (12) THERMO: 5" SOLID YELLOW (125LF); 24" SOLID WHITE (11LF); 8" SOLID WHITE (119LF)
END AT:	DRESDEN DRIVE		
LENGTH (FT):	1,347		
AVG WIDTH (FT):	25		
TOTAL AREA:	3,926 sq yds		
NOTES: **ONE TRAFFIC SIGNAL LOOP ON SKYLAND DR @ SKYLAND DR/DRESDEN DR, NORTHBOUND LANE: NOT A BID ITEM.			

EXHIBIT B
SCOPE & SPECIFICATIONS

2024 BROOKHAVEN ROADWAYS: PHASE 1			
WOOD VALLEY CT		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	JOHNSON FERRY ROAD	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 4	THERMO: 24" SOLID WHITE (15LF); 8" SOLID WHITE (160LF)
END AT:	EOP (CUL-DE-SACS)		
LENGTH (FT):	781		
AVG WIDTH (FT):	30		
TOTAL AREA:	3,690 sq yds		
NOTES:			

END OF PHASE 1 (2024)

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
APPLE VALLEY RD		REQUIRED TASKS: EDGE MILL/FULL-WIDTH MILL; MODERATE OVERLAY: STRUCTURAL PATCHING	
BEGIN AT:	DRESDEN DRIVE	MILL: Variable Depth STRUCTURAL PATCHING: 38 sq yds (MARKED) BASE: 1.75" 19mm SP @ 220 lb./sy SURFACE: 1.25" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 6 ADJUST GRANITE CURB: 312 LF (MARKED) ADJUST WATER VALVE TO GRADE: 1 REMOVE & REPLACE SPEED HUMP(S): 2	@2572; 13'Lx5'W; (8 sy) @SUNLAND INTERSECTION;11'Lx5'W; (6 sy) @2635; 18'Lx12'W; (24 sy) THERMO: 8" SOLID WHITE; (151LF) 24" SOLID WHITE; (25LF) 5" SOLID YELLOW; (676LF) RIGHT TURN ARROW; (1)
END AT:	OAKLAWN AVE		
LENGTH (FT):	1,178		
AVG WIDTH (FT):	35		
TOTAL AREA:	4,581 sq yds		
NOTES: **ONE TRAFFIC SIGNAL LOOP ON SKYLAND DR @ SKYLAND DR/DRESDEN DR, NORTHBOUND LANE: NOT A BID ITEM.			
ASHTON WOODS DR		REQUIRED TASKS: FULL DEPTH RECLAMATION (FWD); THICK OVERLAY	
BEGIN AT:	DURDEN ROAD	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 2 ADJUST WATER VALVE TO GRADE: 1	THERMO: 8" SOLID WHITE; (175LF) 24" SOLID WHITE; (14LF) 5" SOLID YELLOW; (325LF)
END AT:	BROOKLEIGH LANE		
LENGTH (FT):	244		
AVG WIDTH (FT):	24		
TOTAL AREA:	800 sq yds		
NOTES: TOTAL AREA INCLUDES ADDITIONAL SQ YDS (marked) AND THE PARKING AREA ON THE EAST SIDE OF ROADWAY.			
BERKFORD CIRCLE*		REQUIRED TASKS: FULL-WIDTH MILL; THICK OVERLAY: STRUCTURAL PATCHING	
<i>*LOOPS BACK TO E NANCY CREEK DR</i>		MILL: Variable Depth STRUCTURAL PATCHING: 33 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 15	@4180; 36'Lx4'W; (16 sy) @4170; 13'Lx10'W; (15sy) @4164; 4'Lx3'W; (2 sy)
BEGIN AT:	E NANCY CREEK DRIVE (WEST)		
END AT:	E NANCY CREEK DRIVE (EAST)		
LENGTH (FT):	3009		
AVG WIDTH (FT):	27		
TOTAL AREA:	10,027 sq yds		
NOTES:			
BLUFFHAVEN WAY		REQUIRED TASKS: FULL-WIDTH MILL; THICK OVERLAY	
BEGIN AT:	JOHNSON FERRY ROAD (JFR)	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 2	THERMO: 24" SOLID WHITE (14LF)
END AT:	248 FT EAST OF JFR (marked)		
LENGTH (FT):	260		
AVG WIDTH (FT):	23		
TOTAL AREA:	700 sq yds		
NOTES:			

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
BONNINGTON CT		REQUIRED TASKS: <i>FULL-WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	W NANCY CREEK DRIVE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 3 ADJUST WATER VALVE TO GRADE: 1	
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	819		
AVG WIDTH (FT):	26		
TOTAL AREA:	2,527 sq yds		
NOTES:			
BRAWLEY DRIVE		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	BRAWLEY CIRCLE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 3	
END AT:	EOP (CUL-DE-SAC)		
LENGTH (FT):	734		
AVG WIDTH (FT):	25		
TOTAL AREA:	2,243 sq yds		
NOTES:			
CANDLER LAKE EAST		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	E NANCY CREEK DRIVE	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST WATER VALVE TO GRADE: 3 ADJUST GRANITE CURB: 600 LF (MARKED) REMOVE & REPLACE SPEED HUMP(S): 2	THERMO: 8" SOLID WHITE; (211LF) 24" SOLID WHITE; (40LF) 5" SOLID YELLOW; (6,110LF) 5" SOLID WHITE; (6,110LF) RPM TY 3: WHITE (150); YELLOW (150)
END AT:	W NANCY CREEK DRIVE		
LENGTH (FT):	3,055		
AVG WIDTH (FT):	26		
TOTAL AREA:	9,500 sq yds		
NOTES:			
CARTECAY DRIVE		REQUIRED TASKS: <i>EDGE MILL/FWM; MODERATE OVERLAY</i>	
BEGIN AT:	SYLVAN CIRCLE	MILL: Variable Depth BASE: 1.75" 19mm SP @ 220 lb./sy SURFACE: 1.25" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 3 ADJUST WATER VALVE TO GRADE: 2	REMOVE & REPLACE SPEED HUMP(S): 2 THERMO: 5" SOLID WHITE; (1,610LF) 5" SOLID YELLOW; (810LF) 8" SOLID WHITE; (178LF)
END AT:	COOSAWATTEE DR		
LENGTH (FT):	809		
AVG WIDTH (FT):	18		
TOTAL AREA:	1,780 sq yds		
NOTES:			

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
CHANTILLY DRIVE	(LIMITS MARKED)	REQUIRED TASKS: <i>EDGE MILL/FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	SHERIDAN ROAD	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 7 ADJUST WATER VALVE TO GRADE: 2	THERMO: 5" SOLID WHITE; (125LF) 5" SOLID YELLOW; (4,025LF) 8" SOLID WHITE; (585) 24" SOLID WHITE; (45LF) RIGHT TURN ARROW, TY 2; (2)
END AT:	414 FT W MORGAN PLACE COURT		
LENGTH (FT):	2,012		
AVG WIDTH (FT):	28		
TOTAL AREA:	7,182 sq yds		
NOTES: <i>SKIRT MANHOLE AND WATER VALVE ON SHERIDAN ROAD; SKIRT NORTH & EAST CROSSWALKS AT CHANTILLY/EXECUTIVE PARK SOUTH INTERSECTION</i>			
CLAIRMONT ROAD		REQUIRED TASKS: <i>EDGE MILL/FULL WIDTH MILL; MODERATE OVERLAY</i>	
BEGIN AT:	VARIATIONS DR @PVMNT JOINT	MILL: Variable Depth BASE: 1.75" 19mm SP @ 220 lb./sy SURFACE: 1.25" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 1 ADJUST WATER VALVE TO GRADE: 4	THERMO: 5" SOLID WHITE; (360LF) 5" SKIP WHITE; (60LF) 5" SOLID YELLOW; (250LF) 5" SKIP YELLOW; (60LF) 8" SOLID WHITE; (800LF) ARROW, TY 3; (1) ARROW, TY 2; (1) 24" SOLID WHITE; (36LF)
END AT:	BUFORD HIGHWAY		
LENGTH (FT):	246		
AVG WIDTH (FT):	63		
TOTAL AREA:	1,935 sq yds		
NOTES: <i>TRAFFIC SIGNAL LOOPS, THREE IN NORTHBOUND LANES OF CLAIRMONT ROAD; NOT A BID ITEM</i>			
Durden Dr		REQUIRED TASKS: FULL DEPTH RECLAMATION; THICK OVERLAY	
BEGIN AT:	Ashton Woods Drive	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 3 ADJUST STORM INLET TO GRADE: 2	THERMO: 8" SOLID WHITE; (510LF) 24" SOLID WHITE; (27LF) 5" SOLID WHITE; (626LF) 8" SOLID YELLOW; (52LF)
END AT:	Johnson Ferry Rd		
LENGTH (FT):	524		
AVG WIDTH (FT):	42		
TOTAL AREA:	2,445 sq yds		
NOTES: <i>SKIRT CONCRETE @ STAMPED BRICKWORK @ E SIDE; SKIRT CROSSWALKS TO NORTH AND WEST (ASHTON WOODS/DURDEN)</i>			
E Brookhaven Dr		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	Mabry Rd	MILL: Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 2	
END AT:	EOP (Cul-De-Sac)		
LENGTH (FT):	553		
AVG WIDTH (FT):	30		
TOTAL AREA:	2,007 sq yds		
NOTES:			

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2		
EXECUTIVE PARK DR	<i>EASTBOUND & WESTBOUND</i>	REQUIRED TASKS: <i>EDGE MILL/FULL WIDTH MILL; THICK OVERLAY</i>
BEGIN AT:	DS@98N Executive Park South	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 6 ADJUST STORM INLET TO GRADE: 4 THERMO: 8" SOLID WHITE; (915LF) 24" SOLID WHITE; (23LF) 5" SOLID WHITE; (3,910LF) 5" SOLID YELLOW; (2,062LF) 5" SKIP WHITE; (1,000LF) 5" SKIP YELLOW; (60LF); ARROW TP 2, LEFT; (1)
END AT:	Executive Park East	
LENGTH (FT):	1,646	
AVG WIDTH (FT):	46	
TOTAL AREA:	9,368 sq yds	
NOTES: <i>DIVIDED ROADWAY, EASTBOUND & WESTBOUND LANES ENCOMPASSED</i>		
Highgrove Way		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCH</i>
BEGIN AT:	Mill Creek Rd	MILL; Variable Depth STRUCTURAL PATCHING: 9 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 5 ADJUST STORM INLET TO GRADE: 1 ADJUST WATER VALVE TO GRADE: 2 @CUL-DE-SAC: 40'Lx23'W; (9 sy)
END AT:	EOP (Cul-De-Sac)	
LENGTH (FT):	809	
AVG WIDTH (FT):	29	
TOTAL AREA:	2,820 sq yds	
NOTES:		
Lake Hearn Dr (WB)	<i>(ENDS 250 W ON LAKE HEARN, AT CITY LIMITS)</i>	REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>
BEGIN AT:	Perimeter Center Parkway (E. SIDE)	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy THERMO: 5" SOLID WHITE; (369LF) 5" SOLID YELLOW; (162LF) 5" SKIP WHITE; (72LF)
END AT:	249 FT W Of Perimeter Center Parkway	
LENGTH (FT):	249	
AVG WIDTH (FT):	27	
TOTAL AREA:	1,055 sq yds	
NOTES: <i>SKIRT ALL CONCRETE-FRAMED CROSSWALKS. @ E SIDE OF INTERSECTION, SKIRT (KEEP) TRAFFIC SIGNAL LOOPS. SKIP OVER CROSSWALK IN W'BND LANES.</i>		
Navajo Pl		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>
BEGIN AT:	Navajo Trl	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 1 ADJUST STORM INLET TO GRADE: 1 ADJUST GRANITE CURBING: 100 LF (MARKED)
END AT:	EOP (Cul-De-Sac)	
LENGTH (FT):	272	
AVG WIDTH (FT):	31	
TOTAL AREA:	1,032 sq yds	
NOTES: <i>GRANITE CURB ADJUSTMENT MARKED IN FIELD.</i>		

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
OXFORD CRES		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCH	
BEGIN AT:	W Nancy Creek Dr	MILL; Variable Depth STRUCTURAL PATCHING: 3 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 3	@1135 Oxford Cres: 10'Lx3'W (3 SQ YDS)
END AT:	EOP (Cul-De-Sac)		
LENGTH (FT):	696		
AVG WIDTH (FT):	25		
TOTAL AREA:	2,093 sq yds		
NOTES:			
Perimeter Ctr Pkwy		REQUIRED TASKS: EDGE MILL; THIN OVERLAY	
BEGIN AT:	Lake Hearn Dr (EB)	MILL; Variable Depth SURFACE: 2.0" 12.5 MM SP, GP 1 OR 2, INCL POLYMER @ 220 lb./sy ADJUST MANHOLE COVER TO GRADE: 1	THERMO: 8" SOLID WHITE; (286LF) 24" SOLID WHITE; (50LF) 5" SKIP WHITE; (320LF) 5" SKIP YELLOW; (100LF) 8" SOLID YELLOW; (205LF)
END AT:	Lake Hearn Dr (WB)		
LENGTH (FT):	45		
AVG WIDTH (FT):	42		
TOTAL AREA:	1,085 sq yds		
NOTES: REMOVE AND REPLACE 24" STOP BARS ON EASTBOUND LAKE HEARN DR.			
Ringle Rd		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Tobey Rd	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 5 ADJUST GRANITE CURBING; 375 LF (MARKED)	
END AT:	8th St		
LENGTH (FT):	2,044		
AVG WIDTH (FT):	23		
TOTAL AREA:	5,535 sq yds		
NOTES:			
Roxboro Dr		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	BEGINS AT BROOKHAVEN CITY LIMIT SIGN 206E of W Roxboro Dr (1199)	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST GRANITE CURB; 60 LF (MARKED)	
END AT:	Woodsdale Rd (TO THE EAST)		
LENGTH (FT):	165		
AVG WIDTH (FT):	21		
TOTAL AREA:	3,465 sq ft (464 sq yds)		
NOTES:			

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
SKYLAND DR		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	Dresden Dr	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 23 ADJUST WATER VALVE: 13 ADJUST GRANITE CURB; (500LF) (MARKED)	THERMO: 8" SOLID WHITE; (365LF) 24" SOLID WHITE; (44LF)
END AT:	8th St		
LENGTH (FT):	4,938		
AVG WIDTH (FT):	22		
TOTAL AREA:	13,052 sq yds		
NOTES:			
Stoland Drive		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	Raven Hill Dr	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 3 ADJUST GRANITE CURB; (165LF) (MARKED)	
END AT:	Canmont Dr		
LENGTH (FT):	817		
AVG WIDTH (FT):	25		
TOTAL AREA:	2,496 sq yds		
NOTES:			
Sunderland Way (NB)		REQUIRED TASKS: FULL DEPTH RECLAMATION; <i>THICK OVERLAY</i>	
BEGIN AT:	Johnson Ferry Rd	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy	THERMO: 8" SOLID WHITE; (125LF)
END AT:	Sunderland Circle		
LENGTH (FT):	267		
AVG WIDTH (FT):	19		
TOTAL AREA:	500 sq yds		
NOTES:			
Sunderland Way (SB)		REQUIRED TASKS: FULL DEPTH RECLAMATION; <i>THICK OVERLAY</i>	
BEGIN AT:	Sunderland Circle	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy	THERMO: 8" SOLID WHITE; (104LF) 24" SOLID WHITE; (20LF)
END AT:	Johnson Ferry Rd		
LENGTH (FT):	248		
AVG WIDTH (FT):	19		
TOTAL AREA:	500 sq yds		
NOTES:			

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
Sunderland Cir (SB)		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Sunderland Court	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 5	
END AT:	Sunderland Way		
LENGTH (FT):	1304		
AVG WIDTH (FT):	23		
TOTAL AREA:	3,766 sq yds		
NOTES:			
Sunderland Cir (NB)		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Sunderland Way	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE COVER TO GRADE: 6	
END AT:	Sunderland Court		
LENGTH (FT):	1,471		
AVG WIDTH (FT):	19		
TOTAL AREA:	3,416 sq yds		
NOTES:			
Sylvan Cir		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	Standard Dr	MILL; Variable Depth STRUCTURAL PATCHING: 20 SQ YDS (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 18 ADJUST WATER VALVE: 2 ADJUST GRANITE CURB; (400LF) (MARKED)	REMOVE & REPLACE SPEED HUMP(S); (11) THERMO; 8" SOLID WHITE; (260LF) 24" SOLID WHITE; (22LF) WORD TY 1; (5)* @1251: 10'Lx3'W; @1206: 34Lx4'W; @1451: 4'Lx3'W
END AT:	N Druid Hills Rd		
LENGTH (FT):	3,947		
AVG WIDTH (FT):	22		
TOTAL AREA:	10,376 sq yds		
NOTES: * TY 1 WORDS ARE 2-FT TALL X 1-FT WIDE; "ONE WAY DO NOT ENTER"			
Thompson Rd		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Drew Valley Rd	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 3 ADJUST WATER VALVE: 5 ADJUST GRANITE CURB; (500LF) (MARKED)	REMOVE & REPLACE SPEED HUMP(S); 6 THERMO; 8" SOLID WHITE; (100LF) 5" SOLID WITE; (130LF) 5" SOLID YELLOW; (85LF) 24" SOLID WHITE; (40LF)
END AT:	Dresden Dr		
LENGTH (FT):	2,439		
AVG WIDTH (FT):	25		
TOTAL AREA:	6,800 sq yds		
NOTES: TRAFFIC SIGNAL LOOP, ON THOMPSON ROAD @ DRESDEN DR; NOT A BID ITEM.			

EXHIBIT B
SCOPE & SPECIFICATIONS

2025 BROOKHAVEN ROADWAYS: PHASE 2			
WARRENHALL LN		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	EOP (Cul-De-Sac) West End	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 8	
END AT:	EOP (Cul-De-Sac) East End		
LENGTH (FT):	1,334		
AVG WIDTH (FT):	25		
TOTAL AREA:	4,141 sq yds		
NOTES:			
Wayside Dr		REQUIRED TASKS: <i>FULL WIDTH MILL; THICK OVERLAY</i>	
BEGIN AT:	Brookhaven Village Cir	MILL; Variable Depth STRUCTURAL PATCHING: 2 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 1 ADJUST WATER VALVE TO GRADE:1	@2289: 3'Lx3'W; @2284: 4'Lx2'W
END AT:	Coosawattee Dr		
LENGTH (FT):	869		
AVG WIDTH (FT):	25		
TOTAL AREA:	2,656 sq yds		
NOTES:			

END OF PHASE 2 (2025)

EXHIBIT B
SCOPE & SPECIFICATIONS

2026 BROOKHAVEN ROADWAYS: PHASE 3			
APPLE VALLEY RD		REQUIRED TASKS: FULL DEPTH RECLAMATION; THICK OVERLAY	
BEGIN AT:	N Druid Hills Rd	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST GRANTIE CURB: 500LF (MARKED)	THERMO; 8" SOLID WHITE; (380LF) 24" SOLID WHITE; (20LF) 5" SOLID WITE; (240LF) 5" SOLID YELLOW; (1,662LF) 5" SKIP YELLOW; (653LF) ARROW TY 2, LEFT; (4) ARROW TY 2, RIGHT; (2)
END AT:	Peachtree View		
LENGTH (FT):	1,269		
AVG WIDTH (FT):	34		
TOTAL AREA:	5,335 sq yds		
NOTES: TRAFFIC SIGNAL LOOPS (2) IN WESTBOUND LANES AT APPLE VALLEY/N DRUID HILLS INTERSECTION; NOT A BID ITEM.			
Beech Haven Rd		REQUIRED TASKS: FULL DEPTH RECLAMATION; THICK OVERLAY	
BEGIN AT:	Sheridan Rd	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 4 ADJUST WATER VALVE TO GRADE: 3 ADJUST GRANITE CURB: 180 LF (MARKED)	REMOVE & REPLACE SPEED HUMP(S); 2
END AT:	Brook Forest Dr		
LENGTH (FT):	1,792		
AVG WIDTH (FT):	33		
TOTAL AREA:	8,191 sq yds		
NOTES: SKIP OVER CITADEL INTERSECTION			
Brookhaven Walk		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Osborne Rd (N Entrance)	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 5 ADJUST WATER VALVE TO GRADE: 1	THERMO; 8" SOLID WHITE; (356LF) 24" SOLID WHITE; (26LF)
END AT:	Osborne Rd (S Entrance)		
LENGTH (FT):	789		
AVG WIDTH (FT):	23		
TOTAL AREA:	2,218 sq yds		
NOTES:			
Chaucer Ln		REQUIRED TASKS: FULL DEPTH RECLAMATION; THICK OVERLAY	
BEGIN AT:	Chaucer Wood (PRIVATE DR	FULL-DEPTH RECLAMATION: 8" P.C. @ 45 lb./sy BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 7 ADJUST GRANITE CURB: 165LF (MARKED)	
END AT:	Ashford Dunwoody Rd		
LENGTH (FT):	1,646		
AVG WIDTH (FT):	25		
TOTAL AREA:	5,144 sq yds		
NOTES:			

EXHIBIT B
SCOPE & SPECIFICATIONS

2026 BROOKHAVEN ROADWAYS: PHASE 3		
CLAIRMONT RD		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	Dresden Dr	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 9 ADJUST WATER VALVE TO GRADE: 5 THERMO: WORD TY 1, GDOT DETAIL T-13A: 6 THERMO: 8" SOLID WHITE: (642LF) ; 24" SOLID WHITE: (100LF) ; 5" SOLID WHITE: (4,624LF) ; 5" SOLID YELLOW: (4,848LF) ; 5" SKIP WHITE: (2,400LF) ; 5" SKIP YELLOW: (650LF) ; 8" SKIP YELLOW: (315LF) ARROWS: TY 2 (8L) (2R) ; RPM's: TY 1 (246) TY 3 (100)
END AT:	Tobey Rd	
LENGTH (FT):	2,460	
AVG WIDTH (FT):	56	
TOTAL AREA:	16,963 sq yds	
NOTES: TRAFFIC SIGNAL LOOPS (7) THROUGHOUT ROADWAY SECTION; NOT A BID ITEM		
Cynthia Dr		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	Tryon Rd	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 1 ADJUST GRANITE CURB: 100 LF (MARKED) THERMO: 8" SOLID WHITE: (300LF) 24" SOLID WHITE: (21LF)
END AT:	Caldwell Rd	
LENGTH (FT):	514	
AVG WIDTH (FT):	27	
TOTAL AREA:	1,696 sq yds	
NOTES:		
Dunex Hill Ln	Brookhaven Corporation Yard	REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING
BEGIN AT:	2749 Buford Hwy	MILL; Variable Depth STRUCTURAL PATCHING: 12 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 1
END AT:	EOP (Dead End To South)	
LENGTH (FT):	386	
AVG WIDTH (FT):	24	
TOTAL AREA:	1,030 sq yds	
NOTES: DO NOT MILL CONCRETE CROSSWALK AT BUFORD HWY/DUNNEX HILL INTERSECTION		
Ellijay Dr		REQUIRED TASKS: EDGE MILL/FWM; MODERATE OVERLAY
BEGIN AT:	Towne Estates Dr	MILL; Variable Depth BASE: 1.75" 19mm SP @ 220 lb./sy SURFACE: 1.25" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 1 ADJUST GRANITE CURB: 50 LF (MARKED) THERMO: 8" SOLID WHITE: (170LF) 24" SOLID WHITE: (13LF) 8" SOLID YELLOW: (144LF)
END AT:	Dresden Dr	
LENGTH (FT):	215	
AVG WIDTH (FT):	25	
TOTAL AREA:	657 sq yds	
NOTES: TRAFFIC SIGNAL LOOP AT DESDEN/ELLIJAY INTERSECTION; NOT A BID ITEM		

EXHIBIT B
SCOPE & SPECIFICATIONS

2026 BROOKHAVEN ROADWAYS: PHASE 3		
EXECUTIVE PARK SOUTH		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	Executive Park Dr	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 7
END AT:	Chantilly Dr	
LENGTH (FT):	1,608	
AVG WIDTH (FT):	29	
TOTAL AREA:	5,700 sq yds	
NOTES:		
Inman Dr		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY STRUCTURAL PATCHING
BEGIN AT:	Lanier Dr (SB)	MILL; Variable Depth STRUCTURAL PATCHING: 104 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 17 ADJUST INLET TO GRADE: 1
END AT:	Saybrook Dr	
LENGTH (FT):	3,092	
AVG WIDTH (FT):	18	
TOTAL AREA:	6,250 sq yds	
NOTES:		
Lake Hearn Dr	@LAKE HEARN DR/PERIMETER SUMMIT	REQUIRED TASKS: EDGE MILL/FWM; MODERATE OVERLAY
BEGIN AT:	Lake Hearn Dr (EB)	MILL; Variable Depth BASE: 1.75" 19mm SP @ 220 lb./sy SURFACE: 1.25" 9.5mm SP TP II @137.5 lb./sy
END AT:	Lake Hearn Dr (WB)	
LENGTH (FT):	78	
AVG WIDTH (FT):	72	
TOTAL AREA:	625 sq yds	
NOTES: SKIRT CROSSWALKS ON ALL SIDES, REAPPLY 8" SOLID WITE THERMOPLASTIC		
N Cliff Valley Way		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	Lenox Park Blvd	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 8 ADJUST INLET TO GRADE: 3
END AT:	Buford Hwy	
LENGTH (FT):	3,133	
AVG WIDTH (FT):	40	
TOTAL AREA:	16,029 sq yds	
NOTES: TRAFFIC SIGNAL LOOPS (4), TWO AT N CLIFF VALLEY WAY/BUFORD HWY AND N CLIFF VALEY WAY/LENNOX PARK INTERSECTION; NOT BID ITEMS.		

EXHIBIT B
SCOPE & SPECIFICATIONS

2026 BROOKHAVEN ROADWAYS: PHASE 3			
PARKRIDGE DR		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Tryon Rd	MILL; Variable Depth STRUCTURAL PATCHING; 7 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 10 ADJUST WATER VALVE TO GRADE: 4 ADJUST INLET TO GRADE: 1	THERMO: 8" SOLID WHITE: (551LF) 24" SOLID WHITE: (36LF) @2949 6'Lx10'W: (7 sq yds)
END AT:	Caldwell Rd		
LENGTH (FT):	3,095		
AVG WIDTH (FT):	23		
TOTAL AREA:	8,885 sq yds		
NOTES:			
Perimeter Ctr Pkwy		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Lake Hearn Drive/Perimeter Ctr Pkwy	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy	THERMO: 5" SOLID WHITE: (185LF) 24" SOLID WHITE: (24LF) 5" SOLID YELLOW: (71LF)
(city limits) END AT:	34 ft N of Concrete Framed Crosswalks		
LENGTH (FT):	34 (N/S)		
AVG WIDTH (FT):	86 (E/W)		
TOTAL AREA:	325 sq yds		
NOTES: TRAFFIC SIGNAL LOOPS (2) IN BOTH SOUTHBOUND LANES AT PERIMETER CITY PARKWAY/LAKE HEARN DR; NOT A PAY ITEM.			
Ragley Hall Rd		REQUIRED TASKS: EDGE MILL/FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING	
BEGIN AT:	1473 Epping Forest Dr (N)	MILL; Variable Depth STRUCTURAL PATCHING; 22 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 14	@ 1315 5'Lx9'W: (5 sq yds) @ 1339 12'Lx13W: (17 sq yds)
END AT:	1284 Ragley Hall Road		
LENGTH (FT):	3,052		
AVG WIDTH (FT):	26		
TOTAL AREA:	9,699 sq yds		
NOTES:			
Skyland Trl		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY	
BEGIN AT:	Drew Valley Rd	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 7 ADJUST WATER VALVE TO GRADE: 3 ADJUST GRANITE CURB: 800 LF (MARKED)	THERMO: 5" SOLID WHITE: (332LF) 24" SOLID WHITE: (26LF)
END AT:	Skyland Drive		
LENGTH (FT):	2,564		
AVG WIDTH (FT):	26		
TOTAL AREA:	8,166 sq yds		
NOTES: INSTALL STOP BARS & CROSSWALKS AT STARTING AND ENDING INTERSECTIONS.			

EXHIBIT B
SCOPE & SPECIFICATIONS

2026 BROOKHAVEN ROADWAYS: PHASE 3		
SURREY LN		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY; STRUCTURAL PATCHING
BEGIN AT:	Ringle Rd	MILL; Variable Depth STRUCTURAL PATCHING; 8 sq yds (MARKED) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 6 ADJUST WATER VALVE TO GRADE: 2 ADJUST GRANITE CURB: 600 LF (MARKED)
END AT:	8th St	
LENGTH (FT):	1,930	
AVG WIDTH (FT):	23	
TOTAL AREA:	5,426 sq yds	
NOTES:		
W Nancy Creek Dr		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	Old Johnson Ferry Rd (East side of intersection)	MILL; Variable Depth BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 7 R&R CONC. C&G (6"X24"), TP 2: 200LF (MARKED)
END AT:	EOP (Dead End) 1000 W Nancy Cr Dr	
LENGTH (FT):	1,648	
AVG WIDTH (FT):	26	
TOTAL AREA:	4,900 sq yds	
NOTES:		
WAWONA DR		REQUIRED TASKS: FULL WIDTH MILL; THICK OVERLAY
BEGIN AT:	Drew Valley Road	MILL; Variable Depth STRUCTURAL PATCHING; (1 sq yds) BASE: 2" 19mm SP @ 220 lb./sy SURFACE: 1" 9.5mm SP TP II @137.5 lb./sy ADJUST MANHOLE TO GRADE: 8 ADJUST GRANITE CURB: 750LF (MARKED)
END AT:	Cove Cir	
LENGTH (FT):	1835	
AVG WIDTH (FT):	25	
TOTAL AREA:	5,548 sq yds	
NOTES: INSTALL THERMOPLASTIC STOP BAR & CROSSWALK AT WAWONA/DREW VALLEY INTERECTION.		

END OF PHASE 3 (2026)

END OF EXHIBIT B

EXHIBIT C
DETERMINATION OF RESPONSIBILITY

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

1. History and Organizational Structure of the Firm

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

2. References

List as references (names, street addresses, email addresses, contact persons, business telephone, cellular numbers, and toll-free phone numbers) a minimum of three (3) local governmental or GDOT projects of similar size, complexity, and nature to the City of Brookhaven.

3. Subcontractors

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

4. Previous Default

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

*****End of Exhibit C*****

EXHIBIT D
BID DOCUMENTS

BONDING REQUIREMENTS

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

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

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

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

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

**EXHIBIT D
BID DOCUMENTS**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at _____

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

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a Surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto City of Brookhaven Georgia (Name of Obligee) 4362 Peachtree Road NE, Brookhaven, Georgia 30319, herein after referred to as Obligee, in the penal (Address of Obligee) 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.24-XXX
ITB 24-XXX, Capital Paving 2024/2025/2026

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Brookhaven, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Brookhaven, Georgia, each in an amount of 100% of the total Contract Price, in form and with Security satisfactory to said the City of Brookhaven, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Brookhaven, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

**EXHIBIT D
BID DOCUMENTS**

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

Signed, sealed, and dated this _____ day of _____ 2024.

ATTEST:

(Principal Secretary): (Signature) (Principal)

(SEAL) BY: _____

(Witness to Principal): _____ (Print) (Address)

(Address)

(Surety): (Print)

ATTEST:

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

(Attorney-in-Fact): (Print)

(SEAL)

(Address)

(Signature)

(Witness as to Surety): _____ (Print)

(Address)

**EXHIBIT D
BID DOCUMENTS**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

A

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

The City of Brookhaven Georgia

(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, Georgia 30319

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their business, 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 _____.

EXHIBIT D
BID DOCUMENTS

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

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

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

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

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

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

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

**EXHIBIT D
BID DOCUMENTS**

Signed, sealed, and dated this _____ day of _____, 2024

ATTEST:

(Signature)

(Principal Secretary)

(Seal)

(Signature)

(Witness to Principal): (Print)

(Address)

ATTEST:

(Principal)

BY: _____

(Address)

(Surety)

BY: _____

(Signature)

(Attorney-in-Fact): _____ (Print)

(Seal)

(Address)

(Signature)

(Witness as to Surety): _____ (Print)

(Address)

**EXHIBIT D
BID DOCUMENTS**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

The City of Brookhaven, Georgia

(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, GA. 30319

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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.

**EXHIBIT D
BID DOCUMENTS**

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.

Signed, sealed, and dated this __ day of _____, **2024.**

ATTEST:

(Principal Secretary): (Signature)

(Principal): (Signature)

(Seal)

BY: _____

(Witness to Principal): (Signature)

(Address)

(Surety)

ATTEST:

(Signature)

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

(Signature)

(Attorney-in-Fact): _____ (Print)

(Seal)

(Address)

(Signature)

(Witness as to Surety): _____ (Print)

(Address)

**EXHIBIT D
BID DOCUMENTS**

MAINTENANCE BOND

PROJECT NO: 24-002

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 _____, 2024.

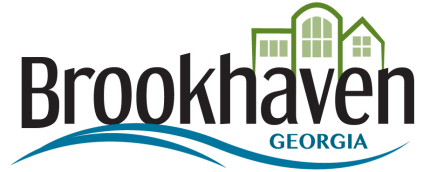
Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

End of Exhibit D.



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

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number _____

Date of Authorization _____

BY: _____

Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 2024

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

** or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.*

EXHIBIT E

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

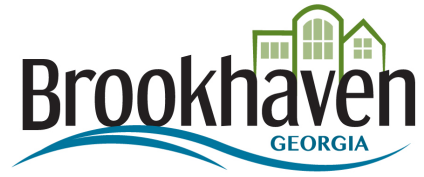
____ DAY OF _____, 2024

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit E.



**EXHIBIT F
DRUG-FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with _____(Service Provider),
 _____(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent

End of Exhibit F.



**EXHIBIT G
PURCHASING POLICY ADDENDUM**

I, _____, hereby certify that I have received a copy of the City of Brookhaven, GA, Financial Management Policies Purchasing Policy which can be found at <http://brookhavenga.gov/City-departments/purchasing> and agree to comply with all requirements of the City of Brookhaven, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Title of Authorized Officer or Agent of Service Provider

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Brookhaven, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Brookhaven license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen.

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the ____ day of _____, 20 ____

Notary Public:

My Commission Expires: _____

** Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:*

EXHIBIT I

REFERENCES FORM

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

1. Company Name: _____

Address: _____

Contact: _____ Phone: _____

2. Company Name: _____

Address: _____

Contact: _____ Phone: _____

3. Company Name: _____

Address: _____

Contact: _____ Phone: _____

EXHIBIT I

SUBCONTRACTOR FORM

Please provide the names, address, contact name, and office/cell 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

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

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

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

Notary Public Signature

My Commission Expires: _____

******End of Exhibit J******

**EXHIBIT K
 BID SCHEDULE**

City of Brookhaven 2024 Funding Paving Bid					
Pay Item	Description	QTY	Unit	Unit Price	Total Price
001-2000	Remove and Reconstruct Speed Hump (Incl. Striping)	34	EA		
150-1001	Traffic Control	1	LS		
301-2160	Soil Cement Stabilized Base Course, 8 Inches	2,282	SY		
301-5000	Portland Cement	51	TN		
310-1101	Graded Aggregate Base -- including material	200	TN		
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave TY 1 GP 1 or Blend 1 including Bituminous Material and H-Lime	8,272	TN		
402-3130	Recycled Asphalt Concrete 12.5 MM Superpave TY 1 GP 1 or Blend 1 including Bituminous Material and H-Lime	70	TN		
402-3190	Recycled Asphalt Concrete 19 MM Superpave TY 1 GP 1 or 2, including Bituminous Material and H-Lime	13,210	TN		
402-3495	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL POLYMER-MODIFIED BITUM MATL & H LIME	121	TN		
413-1000	Bitumen Tack Coat	18,784	GL		
432-5010	Mill Asphaltic Concrete Pavement, Variable Depth	118,907	SY		
437-1300	Adjust Granite Curb, TYP. A	5,057	LF		
441-0104	Conc Sidewalk, 4" thick	0*	SY		
441-0108	Conc Sidewalk, 8" thick	0*	SY		
441-6012	CONCRETE C&G REPAIR or REPLACE 6X24, TP2	0*	LF		
611-8040	Adjust Drop Inlet to Grade	0*	EA		
611-8050	Adjust Manhole to Grade	113	EA		
611-8140	Adjust Water Valve to Grade	6	EA		
650-0090	Thermoplastic Bike Symbol (EA)	0*	EA		
653-0105	Thermoplastic Pavement Marking, Bike Shared Lane	0*	EA		
653-0120	Thermoplastic Marking Arrow, TP1, 2 or 3	18	EA		
653-0210	Thermoplastic Pavement Marking, Word, TP 1, 2 or 3	2	EA		
653-1501	Thermoplastic Solid Traffic Stripe, 5 in., White	5,673	LF		
653-1502	Thermoplastic Solid Traffic Stripe, 5 in., Yellow	1,493	LF		
653-1704	Thermoplastic Solid Traffic Stripe, 24 in., White	125	LF		
653-1804	Thermoplastic Solid Traffic Stripe, 8 in., White	1,730	LF		
653-1806	Thermoplastic Solid Traffic Stripe, 8 in., Yellow	0*	LF		
653-3501	Thermoplastic Skip Stripe, 5 in., White	62	LF		
653-3502	Thermoplastic Skip Stripe, 5 in., Yellow	0*	LF		
653-3804	Thermoplastic Skip Stripe, 8 in. White	0*	LF		
653-3806	Thermoplastic Skip Stripe, 8 in. Yellow	0*	LF		
654-1001	RPM, TP 1	0*	EA		
654-1003	RPM, TP 3	12	EA		
City of Brookhaven 2024 Funding Paving Bid		TOTAL BID PRICE			
Please provide a unit price for items listed in the table above that do not have quantities.					
*** Include completed 2024 bid schedule with your bid ***					

**EXHIBIT K
BID SCHEDULE**

City of Brookhaven 2025 Funding Paving Bid					
Pay Item	Description	QTY	Unit	Unit Price	Total Price
001-2000	Remove and Reconstruct Speed Hump (Incl. Striping)	21	EA		
150-1001	Traffic Control	1	LS		
301-2160	Soil Cement Stabilized Base Course, 8 Inches	4,245	SY		
301-5000	Portland Cement	96	TN		
310-1101	Graded Aggregate Base -- including material	88	TN		
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave TY 1 GP 1 or Blend 1 including Bituminous Material and H-Lime	8,167	TN		
402-3130	Recycled Asphalt Concrete 12.5 MM Superpave TY 1 GP 1 or Blend 1 including Bituminous Material and H-Lime	12	TN		
402-3190	Recycled Asphalt Concrete 19 MM Superpave TY 1 GP 1 or 2, including Bituminous Material and H-Lime	13,068	TN		
402-3495	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL POLYMER-MODIFIED BITUM MATL & H LIME	119	TN		
413-1000	Bitumen Tack Coat	18,582	GL		
432-5010	Mill Asphaltic Concrete Pavement, Variable Depth	115,638	SY		
437-1300	Adjust Granite Curb, TYP. A	2,512	LF		
441-0104	Conc Sidewalk, 4" thick	0*	SY		
441-0108	Conc Sidewalk, 8" thick	0*	SY		
441-6012	CONCRETE C&G REPAIR or REPLACE 6X24, TP2	0*	LF		
611-8040	Adjust Drop Inlet to Grade	2	EA		
611-8050	Adjust Manhole to Grade	112	EA		
611-8140	Adjust Water Valve to Grade	30	EA		
650-0090	Thermoplastic Bike Symbol (EA)	0*	EA		
653-0105	Thermoplastic Pavement Marking, Bike Shared Lane	0*	EA		
653-0120	Thermoplastic Marking Arrow, TP1, 2 or 3	6	EA		
653-0210	Thermoplastic Pavement Marking, Word, TP 1, 2 or 3	5	EA		
653-1501	Thermoplastic Solid Traffic Stripe, 5 in., White	13,240	LF		
653-1502	Thermoplastic Solid Traffic Stripe, 5 in., Yellow	11,049	LF		
653-1704	Thermoplastic Solid Traffic Stripe, 24 in., White	400	LF		
653-1804	Thermoplastic Solid Traffic Stripe, 8 in., White	4,180	LF		
653-1806	Thermoplastic Solid Traffic Stripe, 8 in., Yellow	257	LF		
653-3501	Thermoplastic Skip Stripe, 5 in., White	1,452	LF		
653-3502	Thermoplastic Skip Stripe, 5 in., Yellow	220	LF		
653-3804	Thermoplastic Skip Stripe, 8 in. White	0*	LF		
653-3806	Thermoplastic Skip Stripe, 8 in. Yellow	0*	LF		
654-1001	RPM, TP 1	0*	EA		
654-1003	RPM, TP 3	300	EA		
	City of Brookhaven 2025 Funding Paving Bid		TOTAL BID PRICE		
Please provide a unit price for items listed in the table above that do not have quantities.					
*** Include completed 2024 bid schedule with your bid ***					

**EXHIBIT K
BID SCHEDULE**

City of Brookhaven 2026 Funding Paving Bid					
Pay Item	Description	QTY	Unit	Unit Price	Total Price
001-2000	Remove and Reconstruct Speed Hump (Incl. Striping)	2	EA		
150-1001	Traffic Control	1	LS		
301-2160	Soil Cement Stabilized Base Course, 8 Inches	19,295	SY		
301-5000	Portland Cement	434	TN		
310-1101	Graded Aggregate Base -- including material	110	TN		
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave TY 1 GP 1 or Blend 1 including Bituminous Material and H-Lime	7,754	TN		
402-3130	Recycled Asphalt Concrete 12.5 MM Superpave TY 1 GP 1 or Blend 1 including Bituminous Material and H-Lime	17	TN		
402-3190	Recycled Asphalt Concrete 19 MM Superpave TY 1 GP 1 or 2, including Bituminous Material and H-Lime	12,407	TN		
402-3495	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL POLYMER-MODIFIED BITUM MATL & H LIME	0	TN		
413-1000	Bitumen Tack Coat	17,482	GL		
432-5010	Mill Asphaltic Concrete Pavement, Variable Depth	93,492	SY		
437-1300	Adjust Granite Curb, TYP. A	3,145	LF		
441-0104	Conc Sidewalk, 4" thick	0*	SY		
441-0108	Conc Sidewalk, 8" thick	0*	SY		
441-6012	CONCRETE C&G REPAIR or REPLACE 6X24, TP2	200	LF		
611-8040	Adjust Drop Inlet to Grade	5	EA		
611-8050	Adjust Manhole to Grade	112	EA		
611-8140	Adjust Water Valve to Grade	18	EA		
650-0090	Thermoplastic Bike Symbol (EA)	0*	EA		
653-0105	Thermoplastic Pavement Marking, Bike Shared Lane	0*	EA		
653-0120	Thermoplastic Marking Arrow, TP1, 2 or 3	20	EA		
653-0210	Thermoplastic Pavement Marking, Word, TP 1, 2 or 3	6	EA		
653-1501	Thermoplastic Solid Traffic Stripe, 5 in., White	6,021	LF		
653-1502	Thermoplastic Solid Traffic Stripe, 5 in., Yellow	11,846	LF		
653-1704	Thermoplastic Solid Traffic Stripe, 24 in., White	345	LF		
653-1804	Thermoplastic Solid Traffic Stripe, 8 in., White	2,546	LF		
653-1806	Thermoplastic Solid Traffic Stripe, 8 in., Yellow	144	LF		
653-3501	Thermoplastic Skip Stripe, 5 in., White	2,450	LF		
653-3502	Thermoplastic Skip Stripe, 5 in., Yellow	315	LF		
653-3804	Thermoplastic Skip Stripe, 8 in. White	0*	LF		
653-3806	Thermoplastic Skip Stripe, 8 in. Yellow	0*	LF		
654-1001	RPM, TP 1	366	EA		
654-1003	RPM, TP 3	100	EA		
	City of Brookhaven 2026 Funding Paving Bid	TOTAL BID PRICE			
Please provide a unit price for items listed in the table above that do not have quantities.					
*** Include completed 2024 bid schedule with your bid ***					

**EXHIBIT K
BID SCHEDULE**

Total Bid Excludes City Controlled Contingency

2024 Paving Program - Total Base Bid Amount: _____

2024 Paving Program in Words - Total Base Bid Amount:

2025 Paving Program - Total Base Bid Amount: _____

2025 Paving Program in Words - Total Base Bid Amount:

2026 Paving Program - Total Base Bid Amount: _____

2026 Paving Program in Words - Total Base Bid Amount:

Contractor: _____

Signature: _____

Print: _____

Date: _____

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

EXHIBIT L

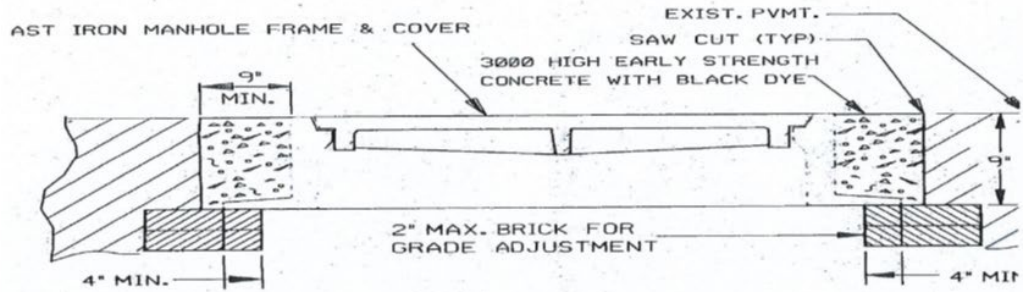
**Construction Drawing Package
City of Brookhaven
Public Works Department
Diagrams And Special Provisions**

Contractor to adhere to all relevant portions of the current revision of the:

**GDOT
Standard Specifications
Construction of Transportation Systems**

EXHIBIT L

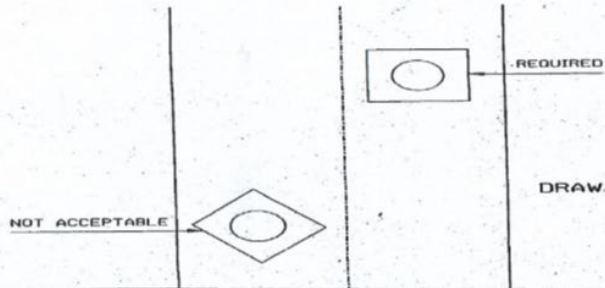
DIAGRAM OF A CORRECTLY RAISED MANHOLE



DRAWING 1

GENERAL NOTES :

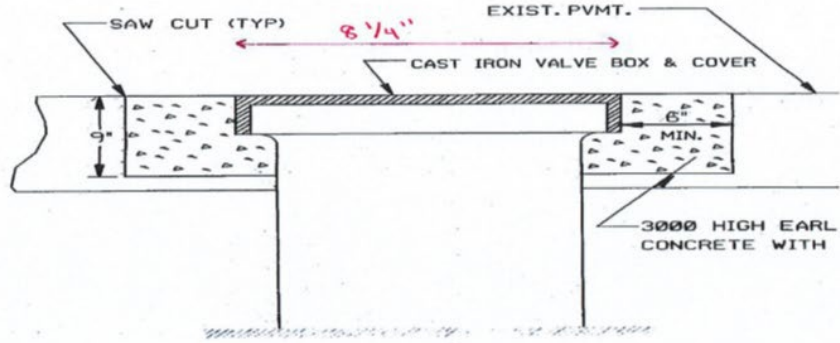
1. SAW CUT TO BE IN ACCORDANCE WITH SECTION 444 OF STANDARD SPECIFICATION
2. A SURFACE TOLERANCE OF $\frac{1}{8}$ INCH IN TEN FEET AS DETERMINED BY STRAIGHTEDGE AND TRANSVERSE DIRECTIONS WILL NOT BE ACCEPTED FOR PAYMENT.
3. TRAFFIC WILL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION BY PERMITTED WARNING SIGNS, BARRICADES, AND LIGHTS NECESSARY TO CONTROL THE TRAFFIC AND DEVICES WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL



DRAWING 3

EXHIBIT L

DIAGRAM OF A CORRECTLY RAISED VALVE



DRAWING 2

IT BE MEASURED FOR PAYMENT; COST TO BE INCLUDED IN PRICE BID FOR OTHER ITEMS.
 REQUIRED. WORK WITH IRREGULARITIES IN EXCESS OF 1/8 INCH IN TEN FEET IN LONGITUDINAL
 ANE OF TRAFFIC TO MOVE THROUGH THE CONSTRUCTION SITES. ALL FLAG PERSONS, PLATES,
 BLIC SHALL BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE COUNTY. TRAFFIC CONTI
 REETS AND HIGHWAYS.


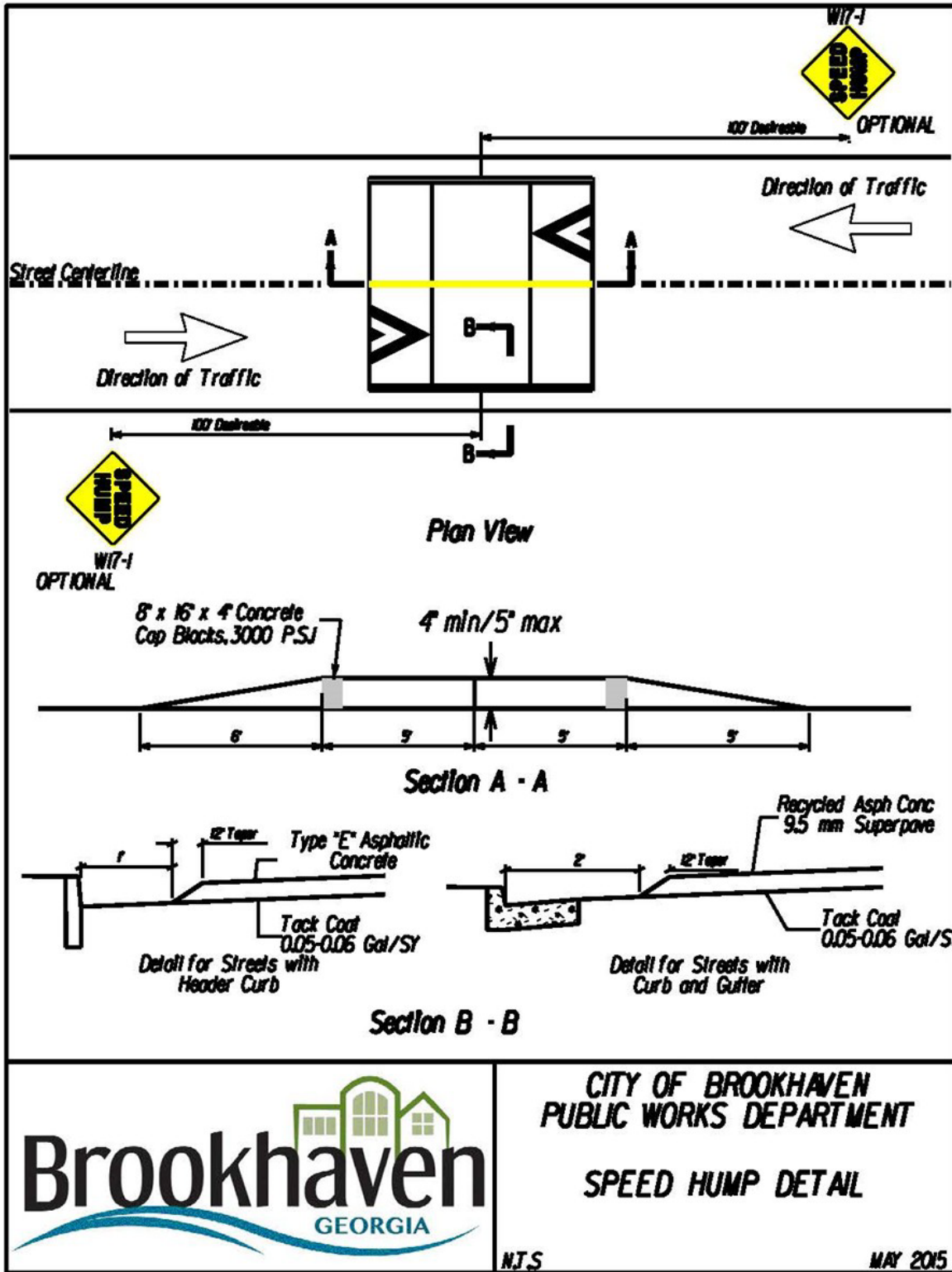
				 DEKALB COUNTY GOVERNMENT DEPARTMENT OF WATERSHED MANA 1588 ROADWAYEN DRIVE - STONE MOUNTAIN, GA			
				JOB TITLE		LAND	
DRAWN BY		CHECK BY		APPROVED BY		DATE	
REVISION		SCALE		DATE		SHEET	

EXHIBIT L



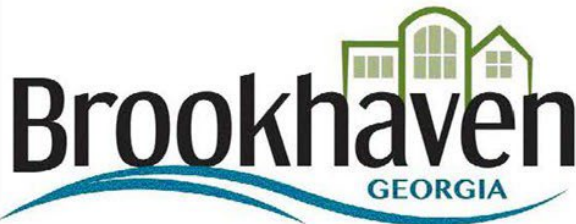
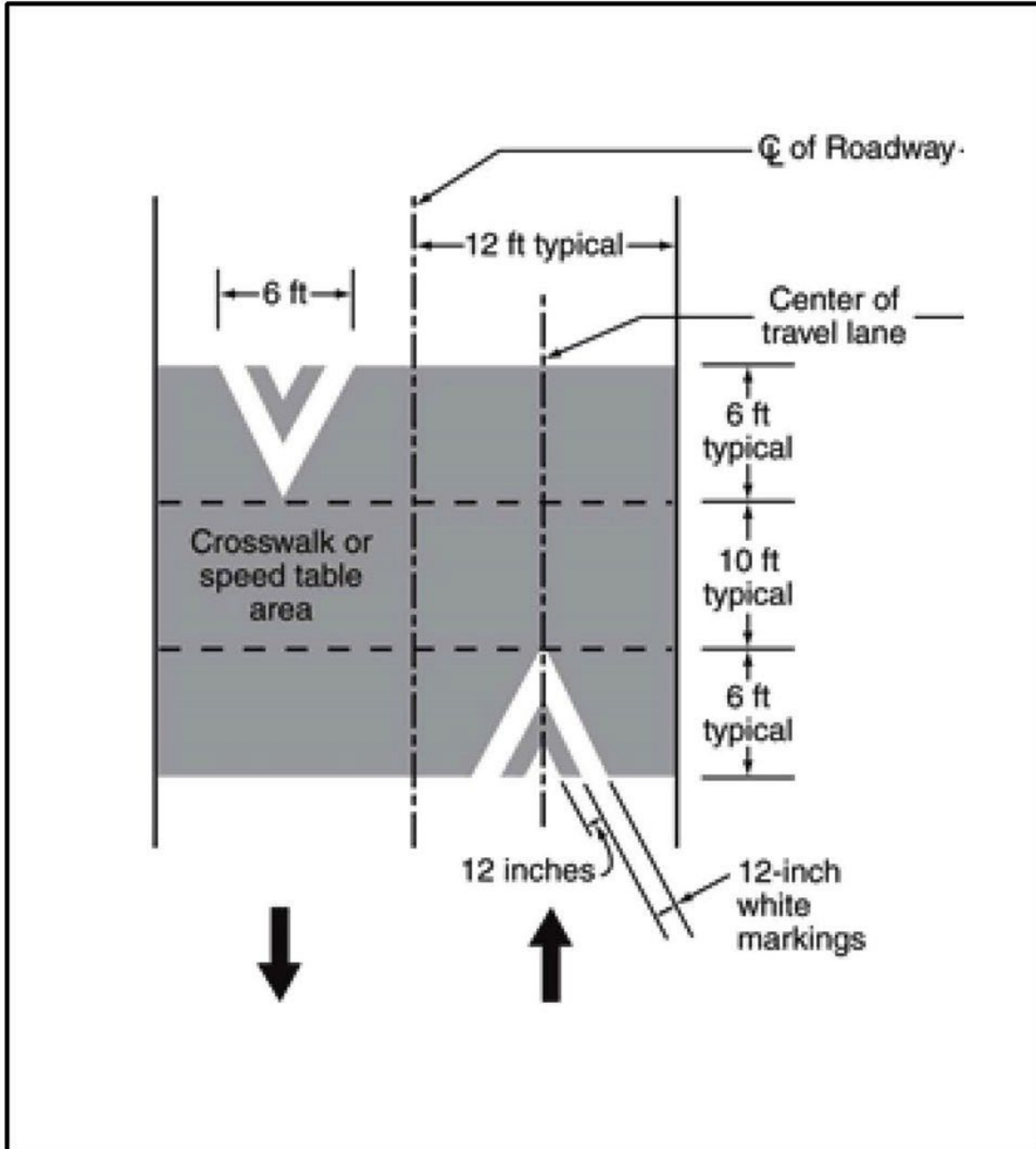
CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT

SPEED HUMP DETAIL

N.T.S

MAY 2015

EXHIBIT L



**CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT**

SPEED HUMP DETAIL

NJS

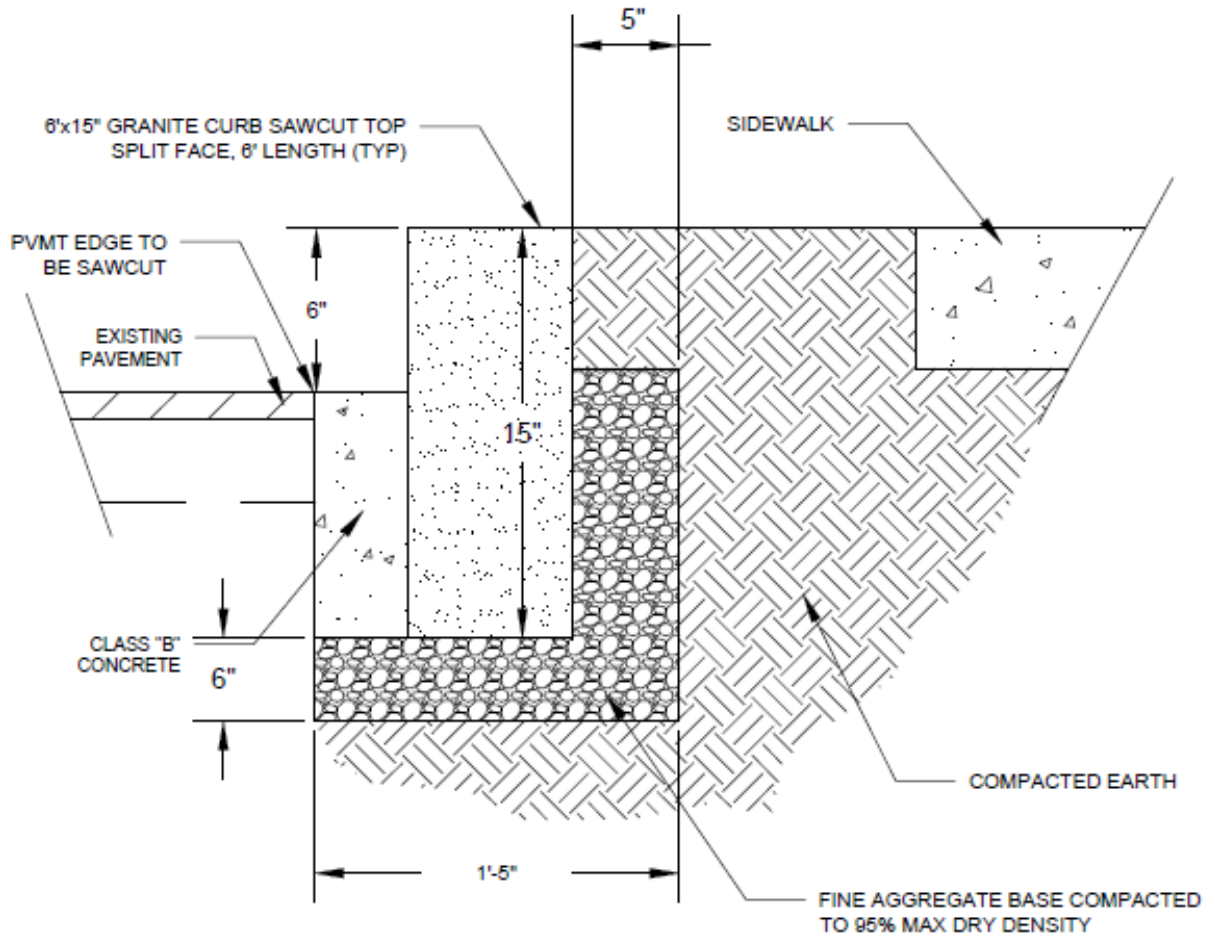
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EXHIBIT L

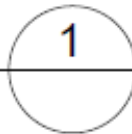
IF STREET IS TO BE OVERLAID,
CONCRETE IS TO BE POURED TO
BOTTOM OF NEW SURFACE
LAYER TO ALLOW FOR ASPHALT
TO EXTEND TO EDGE OF CURB.

IF STREET IS NOT TO BE
OVERLAID, EXTEND CONCRETE
EVEN WITH EXISTING ASPHALT
AND TOP BRUSH WITH BLACK
DYE.



**6" GRANITE CURB
DETAIL**

SCALE: NTS



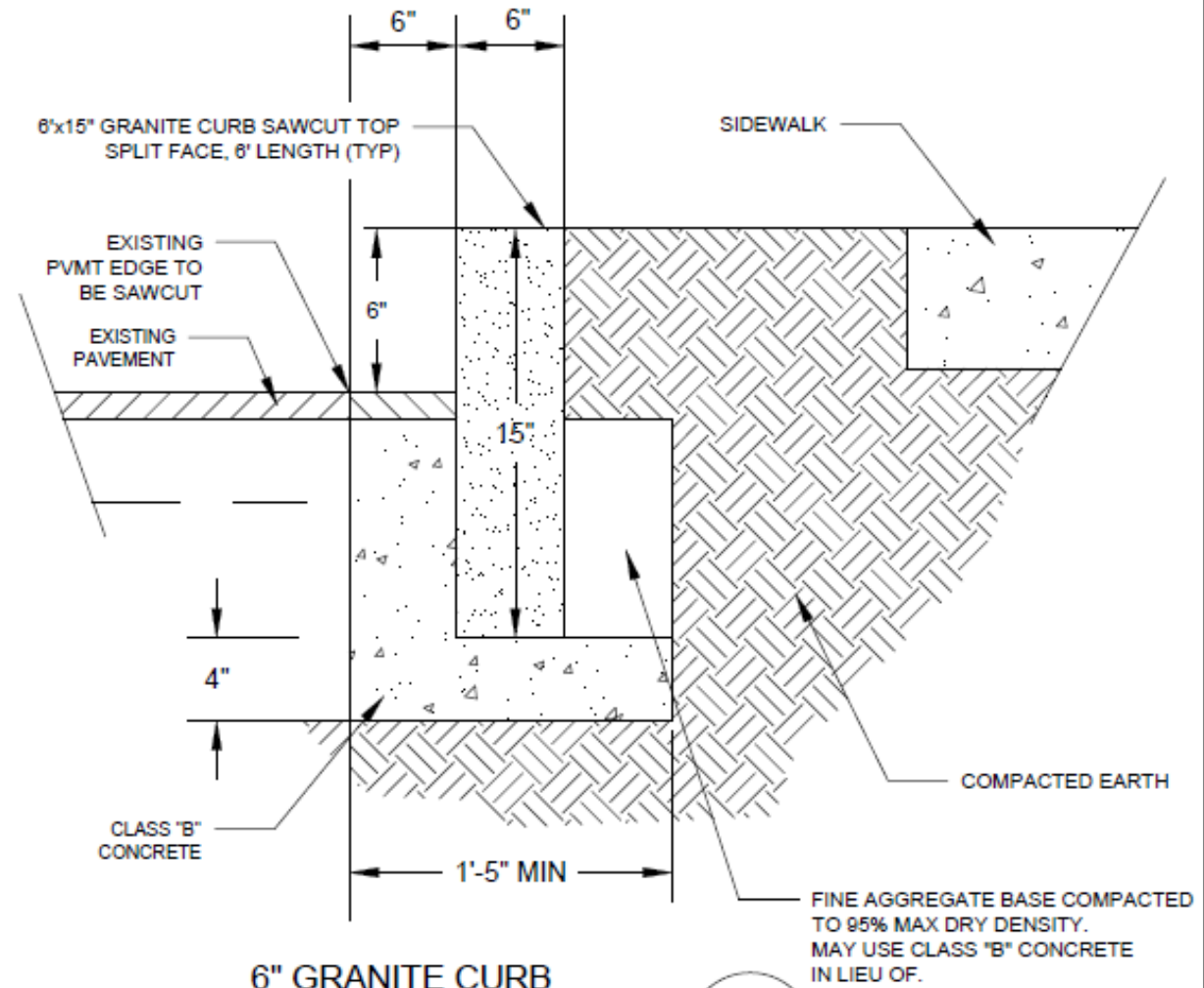
**CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT
GRANITE CURB DETAIL**

APRIL 2018, REVISED JUNE 3, 2019

EXHIBIT L

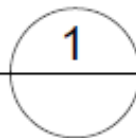
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**6" GRANITE CURB
DETAIL**

SCALE: NTS



CITY OF BROOKHAVEN
PUBLIC WORKS DEPARTMENT
GRANITE CURB DETAIL
ALTERNATE BACKFILL

MAY 2019