MEMORANDUM

To: Parties Interested in RFP2019-21

From: Cindy Clack

Date: February 20, 2019


RFP2019-21 is attached for your consideration. Anyone accessing this Request for Qualification Based Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

Please insure proposals are submitted exactly as specified in the RFP. If you have any questions, please submit them in writing as called for in the RFP.

Thank you.
REQUEST FOR PROPOSALS
RFP2019-21

Victor Lord Park Expansion – Design-Build-Finance
Sports/Security Lighting Systems

BARROW COUNTY, GEORGIA
February 20, 2019

DATE OF OPENING: MARCH 21, 2019

Barrow County Board of Commissioners
30 North Broad Street; Winder, GA 30680
www.barrowga.org
REQUEST FOR QUALIFICATION-BASED PROPOSALS  
RFP2019-21  
VICTOR LORD PARK EXPANSION – DESIGN-BUILD-FINANCE SPORTS/SECURITY LIGHTING SYSTEMS  
BARROW COUNTY, GEORGIA  

Date: February 20, 2019  

SECTION I – GENERAL REQUIREMENTS  

PURPOSE:  
The purposes of this Request are: 1) to provide interested professional firms ("Firm") with sufficient information to enable them to submit a uniform responsive qualification-based proposal ("Proposal") for the County’s review; 2) to set forth a systematic method of evaluation that will be fair and impartial to all interested Firms; and 3) to generate uniform Proposals for evaluation by the County. This RFP is complex and requires your immediate and careful attention.  

GENERAL:  
Barrow County, Georgia ("Barrow County") is in the process of securing competitive Proposals to provide Design-Build-Financing and other related services for providing Sports & Security Lighting Systems for their expansion of the Victor Lord Park. In brief, Barrow County, GA is requesting that qualified Firms provide the services that will facilitate the creation of Sports Lighting for their new Football/Soccer/Practice Fields, and Security Lighting for their Paving & Hardscapes, Parking Lots, Roadway Infrastructure, necessary to improve Victor Lord Park. Said services shall include, but are not limited to those necessary to achieve the stated objectives in the attached Scope of Services.  

It is intended that Barrow County will enter into a Agreement, on the form provided by the Firm, with a qualified Firm for a period to end June 30, 2020. Extensions will be predicated on satisfactory performance and funds availability.  

Regular and Uniform Proposal: Each Firm must comply with all requirements for a regular Proposal as directed or required by this Request. Notice is hereby given to all proposing Firms that Proposals found to be defective or irregular in any respect may be rejected immediately. To facilitate comparative analysis and evaluation of Proposals, a uniform format shall be employed in structuring each Proposal. The required format will coincide with specifications given later in this request. The Firm’s degree of compliance with the requirements of this request will be a factor in the subsequent evaluation and award of the Agreement for the designated services. All instructions contained herein, and attachments hereto shall constitute an integral part of this RFP.  

INQUIRIES: Proposing Firms, or their representatives or agents shall not contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFP, Proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. Questions relating to this RFP must be submitted in writing to: Cindy Clack, Senior Buyer (email: cclack@barrowga.org). The deadline for submission of questions relating to this RFP shall be 12:00
(Noon Local Time), Tuesday, March 12, 2019. All questions submitted in writing prior to the deadline will be compiled, answered in writing, and posted to the website as an addendum.

SEALED PROPOSAL: An original and four copies of the Proposal must be submitted in a sealed envelope/package, addressed to Barrow County along with an electronic version on a USB Drive. Each sealed envelope/package containing a Proposal must be plainly marked on the outside as “RFP2019-21 Victor Lord Park Expansion – Design-Build-Financing Sports/Security Lighting Systems”. If the Proposal is forwarded by mail, the sealed envelope/package containing the Proposal must be enclosed in another envelope/package to the attention of the Barrow County at the address below and also marked on the outside as “RFP2019-21 Victor Lord Park Expansion – Design-Build-Financing Sports/Security Lighting Systems”. Barrow County will not be responsible for late mail deliveries, and no Proposal will be accepted if received after the time as stipulated by this RFP. No Proposal may be withdrawn or modified in any way after the deadline for the RFP opening. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.

PROPOSALS SHALL BE SUBMITTED TO:
Barrow County Board of Commissioners
Danielle Austin, County Clerk’s Office
30 North Broad Street
Winder, GA 30680

EVENTS: The following dates and times apply to this RFP:

1. Issue Request for Proposal --------------------------February 20, 2019
2. Deadline for Questions -----------------------------March 12, 2019 (12:00 Noon Local Time)
3. Proposal Due Date -------------------------------March 21, 2019 (12:00 Noon Local Time)
4. Proposal Opening --------------------------------March 21, 2019 (2:00 PM Local Time)
5. Selection Recommendation to BOC -----------------April 23, 2019
6. Award of Agreement If Approved-------------------April 24, 2019

Sealed Proposals will be accepted no later than 12:00 p.m. (Noon Local Time) Thursday, March 21, 2019. Any Proposal received after said time and date will not be considered by Barrow County. Proposals will be opened in the Historic Courthouse Conference Room at 30 North Broad Street at 2:00 p.m. Local Time, March 21, 2019. Proposals will be reviewed, and a recommendation will be presented to the Barrow County Board of Commissioners. Execution of the Professional Services Agreement is anticipated by late April 2019.

REJECTION OF SUBMISSIONS: Barrow County reserves the right to reject any and all Proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting Proposals. The County, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all Proposals. Where two or more Firms are deemed equal, the County reserves the right to make the award to one of the Firms. At the County’s discretion, presentations may be requested as part of the evaluation process. Barrow County reserves the right to retain all Proposals submitted, and to use any idea in any Proposal regardless of whether that Proposal is selected.

There is no expressed or implied obligation for Barrow County to reimburse any Firm for any expense incurred in preparing or presenting a Proposal in response to this RFP.
LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS: Submissions received after the SUBMISSION DUE DATE and time will not be considered. Modifications received after the SUBMISSION DUE DATE will not be considered. Barrow County shall bear no responsibility for the premature opening of a Submission Package not properly addressed and identified, and/or delivered to the proper designation.

RIGHT TO SUBMITTED MATERIALS: All responses, inquiries, or correspondence relating or about this schedule, exhibit, and other documentation by the proposing Firm shall be properly identified with their Firm name and will become the property of the Barrow County upon receipt by the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the proposing Firm selected will not assign, transfer, convey, or otherwise dispose of a Professional Services Agreement that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by the Barrow County.

DESIGN-BUILD-FINANCE SERVICES AGREEMENT (Agreement): All Contractor’s will be required to execute the Agreement (Refer to Attachment F of this RFP) and must provide such executed Agreement along with their Proposal submittal indicating their willingness to comply with all terms of the Agreement.

Contractor has the right to propose Edits or Additions to the Agreement prior to the open question period. Any proposed edits or additions to the Agreement must be submitted to the County for consideration before the question deadline stated above. All Respondents should ensure that all proposed Edits or Additions are identified in a manner easily recognized and understood by Barrow County.

Upon award of the Project to the winning Contractor, the County will execute the agreed upon Agreement. Please be advised that the Contractor’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until the County executes the Agreement.

As stated above, the Design-Build-Finance Agreement – Attachment “F” must be executed and submitted by Respondents as part of their Proposal Submission. (Please leave date and amount of Agreement blank). Exhibits “D.1” and “D.2” will be executed after the Project is awarded. NOTE: The Agreement Exhibits E (Noncollusion Affidavit of Prime Proposer) & G.1 (Contractor Affidavit and Agreement), must also be completed and returned with the Proposal Submission.

If a completed Exhibit G.1 (Contractor Affidavit and Agreement) is not provided with the Proposal Submission, then such Respondent will be deemed nonresponsive and its proposal be rejected by the County without further review.

SECTION II – PROPOSAL REQUIREMENTS

Submissions shall not exceed Fifty (50) typed pages. Font shall be no less than 10-point and you may utilize double siding. 11” x 17” sheets are not allowed. All Submissions shall include the information indicated below and in the following order with Individual Tabs for each section and sub section. Your Proposed Agreement will be required as part of your Submission, but does not count toward your page limit. All Submissions received will become a part of the official Professional Services Agreement and may be subject to disclosure.

Barrow County is a governmental entity that is subject to the Georgia Open Records Act (“ORA”). After award, documents submitted to Barrow County in the proposal process are presumed to be subject to
the ORA; however, documents that a Firm contends contains specific trade secrets may be marked as trade secrets. A Firm is required to submit and attach to the specific trade secret record an affidavit affirmatively declaring the specific information in the records that constitutes a trade secret, as defined by Georgia law. If the Firm attaches such an affidavit and if inspection or copies are requested under the ORA, Barrow County will contact Firm to advise that said documents have been requested and will be produced if Barrow County determines they do not constitute trade secrets. Firm shall have the amount of time stated in the notice to seek legal remedy preventing the disclosure of the documents. If Barrow County has not received a valid judicial order or decree preventing the disclosure of the documents, they will be disclosed in accordance with the time requirements contained in the ORA.

A. QUALIFICATIONS SECTION:

All Submissions should include the information outlined below in the following order and separated by tabs:

1. A. Cover Letter & Statement of Interest - Briefly, tell why your firm or team is interested in the Victor Lord Park Expansion Sports/Security Lighting Systems project. This information shall include the following:
   - Number of similar projects the firm or team does per year.
   - Explain experience providing similar services to Counties and/or Municipalities.
   - Explain experience delivering projects on time, within budget, and with high quality of standards.
   - Provide design creativity, awards, or acknowledgements.
   - Provide examples indicating your ability to be flexible and fluid when it comes to changes in your processes.

B. Acknowledgement of Addenda: Include completed Acknowledgement of Addenda form, from Attachment “B” of this RFP.

2. Firm Description and Information
   - Basic company information
   - Company name
   - Address & Zip code
   - E-mail address & Name of primary contact
   - Telephone number
   - Fax number
   - Number of years in business
   - DUNN and BRADSTREET Number if applicable
   - Form of Ownership, including state of residency or incorporation for each member of the Team, joint venture, or other structure? For joint venture teams that have not completed at least Two (2) relevant projects together, of similar nature, scope, schedule, and size as indicated in this RFP, each firm should describe its qualifications separately but hold the unified submittal to the set page limit. Succinctly describe the history and growth of each the firm or team.

3. Firm Financial Information
   Describe Firm’s financial strength to Design, Build, and Finance said Project requirements. Define proposed Terms and Fees for Financing of said project.
4. Firm Current Legal Status

- Regarding litigation with Clients’, sub-Firms, and vendors:
- List any active or pending litigation any member of the firm or team has against any Client, sub-Firms and vendors and explain.
- Other than that, just listed, has any member of the proposed firm or team been involved in any relevant litigation in the past five years? Explain.
- Has any member of the proposed firm or team ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.

5. Firm’s Relevant Project Experience and Reference Projects

Relevant project experience includes similar type and delivery method relevant to the Design-Build and Financing of Sports & Security Lighting Systems for Park & Recreational facilities.

Describe no fewer than Three (3) and no more than Five (5) projects in order of most relevant to least relevant that demonstrate the firm’s or team’s capabilities to perform the Project at hand. For each project, the following information should be provided:

- The name of the organization to which the services were provided;
- Project name
- Project location
- Dates during which services were performed
- Physical description (e.g., project elements, etc.)
- Brief description of project
- Services performed
- Financing Terms and Fees offered
- Statement of performance versus Client expectations, including concept, cost, quality, and schedule
- One (1) representative photo of the project
- Client Budget________ versus Delivered Cost________
- Client Schedule______ versus Delivered Schedule_______

6. Firm References

For at least Three (3) of the maximum Five (5) projects listed in item #5 above, provide the following. Reference forms are to be completed by the client or person providing the reference.

- Provide minimum of Two (2) Reference Survey Forms (See Attachment “C”) for references from Clients’ for whom the team has provided design professional services of a nature and quality like those described herein.
- Provide the written statement from each Client as to whether the project finished on time and on budget or if not why.

7. Team / Personnel Capability

- Provide general information about the firm’s or team’s personnel resources, including classifications and numbers of employees and the locations and staffing of offices.
- Provide an organizational chart of key personnel proposed for the Victor Lord Park Expansion in the areas Management, Design, Construction, and any other areas necessary to complete the project.
- Provide summary resumes / qualifications and description of experience of key personnel proposed for the project.

Barrow County seeks a firm with experience on significant Parks & Recreational Sports/Security Lighting projects indicating it has successful completion of projects with difficult time constraints,
and staff with necessary experience. National reputation is not a major concern, but successful experience and delivery is.

B. PROPOSAL SECTION:

All Submissions should include the information outlined below in the following order and separated by tabs:

1. Understanding of the Project – Provide a statement of the firm’s or team’s understanding of the Project type. Submit a list of services to be provided by the firm or team that will address the completion of the project. At a minimum, the following should be included:
   ▪ Review and affirmation of existing Performance Specifications and Expansion Project Plans
   ▪ Design Phase & Pre-Construction approach
   ▪ Schedule approach to completing this project within time constraints.
   ▪ Cost management approach to developing, verifying, modifying, and submitting costs in a phased manner to the Client for consideration that will ensure the completed project will be within cost constraints and meeting their Design Standards.
   ▪ Quality management approach to verifying and assuring quality materials are selected, procured, and installed with acceptable construction industry standards during Construction Phase.
   ▪ Proposed Financing Strategies and Terms

2. Additional Services Required – Based upon the firm’s or team’s understanding of the proposed scope of work, identify any additional services that might be required to complete the project that have not been previously covered elsewhere in the respondent’s qualifications submittal package. Describe how and when you would determine if these services are required, how you would notify the Client and who would be responsible for the fees for these services.

3. Current Project Assignments - Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being designed and/or managed by the proposed Key Staff for these projects. Indicate the availability of personnel as a percentage of their available time per each person.

4. Statement of Why the Proposing Firm or Team Should Be Selected

   This section provides each firm or team the opportunity to provide specific information that differentiates them from other Firms. This differentiation MUST be something stated that has not been previously stated in the RFP elsewhere. This statement is limited to one page.

5. Proposed Sports Lighting & Security Lighting Systems

   This section provides each firm or team the opportunity to provide specific Manufacturers Product information of both the Sports Lighting and Security Lighting Systems being proposed by the Firm. Provide the following at a minimum:
   ▪ Specifications / Cut Sheets on Manufacturers Sports Lights, Security Lights, Poles, Wireless Controls System and others necessary to describe proposed system. (Refer to Attached Performance Specifications Section 1.3 Submittals)
   ▪ Complete Photometric Analysis and Drawings indicating Foot-candles proposed systems will provide on Sports Fields, Paving/Hardscape, Parking Lots, and Roadways.
   ▪ Proposed Warranties
6. **COSTS**

**FIRM PRICE:** Costs quoted by Firm shall be last for the duration of the project and shall include Federal or State Tax. Turn-key Hard Number for all related Design, Engineering, Fabrication, Shipping, Installation and Financing costs to provide your proposed Sports and Security Lighting Systems.

(Refer to Attachment “D” for Breakdown of Costs to be Submitted)

**SECTION III – EVALUATION AND SELECTION PROCESS**

1. **Selection Committee**
   The selection will be by a Selection Committee comprised of representatives of Barrow County and their Program Management Firm.

2. **Initial Written Submittal**
   The Selection Committee will receive and review submittals to determine compliance with the format set out on Section II of this RFP. Review of Submissions by Selection Committee members will be evaluated against a set of weighted criteria (See table below) to determine those firms or teams meeting minimal qualifications and those who’s proposed approach best suits the needs of Barrow County’s Victor Lord Park Expansion.

   The Selection Committee will review the Qualifications & Proposal sections of the submittals. Once this review is completed, each Submission will be scored and ranked.

   To the extent the Selection Committee finds necessary interviews may be conducted. If the Selection Committee requests this, no more than the top three highest ranked firms will become short-listed and then asked to present to the Selection Committee in a technical presentation with a questions and answer period. This presentation will include forty-five (45) minutes for presenting and fifteen (15) minutes for questions and answers.

**TABLE - Evaluation Criteria**
   The Selection Committee will evaluate the Submissions of each firm or team based upon the criteria listed in the table below. Barrow County has judged each major category of criteria to be worth the point value given, as a maximum, in establishing committee rankings of submittals.

   The Selection Committee will review each Submission and apply a value to each section of the submission that is to receive points. This value will then be calculated with its corresponding weighted value to produce a final point for that item. The collective set of item points total will reveal the overall score the submission is to receive.

<table>
<thead>
<tr>
<th>No.</th>
<th><strong>QUALIFICATIONS</strong> Major Category</th>
<th>Max Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Letter &amp; Statement of Interest <em>(point value=25)</em></td>
<td>25</td>
<td>Introduction of firm or team. Team background if not single firm; clarity in expressing interest, specific and compelling reasons why program is a good fit for the firm/team</td>
</tr>
<tr>
<td>2</td>
<td>Firm/Team Description and Information <em>(point value=10)</em></td>
<td>10</td>
<td>Basic company information; Form of Ownership; history and growth of your firm(s).</td>
</tr>
<tr>
<td>No.</td>
<td>QUALIFICATIONS Major Category</td>
<td>Max Points</td>
<td>Criteria</td>
</tr>
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<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>Firm/Team Financial Information <em>(point value=15)</em></td>
<td>15</td>
<td>See Section II -Item Number 3 in this RFP</td>
</tr>
<tr>
<td>4</td>
<td>Firm/Team Current Legal Status <em>(point value=20)</em></td>
<td>20</td>
<td>Firm’s/Team’s litigation record</td>
</tr>
<tr>
<td>5</td>
<td>Firm’s/Team’s Relevant Project Experience and Reference Projects <em>(point value=30)</em></td>
<td>30</td>
<td>Firm/Team’s experience with delivering Design-Build-Financing</td>
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<td></td>
<td></td>
<td></td>
<td>Firm/Team’s experience with P&amp;R projects.</td>
</tr>
<tr>
<td>6</td>
<td>Firm/team References <em>(point value=25)</em></td>
<td>25</td>
<td>Quality of references from previous clients; Professional recognition of the firm/team through general acclaim, awards, publications, etc.; Record of providing projects on time and at budget and high quality</td>
</tr>
<tr>
<td>7</td>
<td>Firm’s Team / Personnel Capability <em>(point value=30)</em></td>
<td>30</td>
<td>Depth of resources with experience and ability, qualified and available for Design and Construction; Depth of resources with experience and ability, qualified and available Specific personnel experience with Parks &amp; Recreational Sports Lighting Systems Qualifications and experience of proposed Key Firms &amp; sub-Firms</td>
</tr>
<tr>
<td>1</td>
<td><strong>PROPOSALS</strong></td>
<td>30</td>
<td>Firm/Team’s demonstrated ability to provide said services as outlined within this RFP.</td>
</tr>
<tr>
<td>2</td>
<td>Additional Services Required <em>(point value=5)</em></td>
<td>5</td>
<td>Identify any additional services that might be required to complete the projects.</td>
</tr>
<tr>
<td>3</td>
<td>Current Project Assignments <em>(point value=15)</em></td>
<td>15</td>
<td>Availability of the proposed firm/team for this Program and Firm/Team’s office workload covering the expected period of work</td>
</tr>
<tr>
<td>4</td>
<td>Statement of Why Firm Should Be Selected <em>(point value=10)</em></td>
<td>10</td>
<td>Provide specific information that differentiates firm/team others in the competition</td>
</tr>
<tr>
<td>5</td>
<td>Proposed Sports &amp; Security Lighting Systems <em>(point value=40)</em></td>
<td>40</td>
<td>Analysis, performance, and background of proposed Sports &amp; Security Lighting Systems</td>
</tr>
<tr>
<td>6</td>
<td>Costs <em>(point value=40)</em></td>
<td>40</td>
<td>Turn-key Hard Number for all related Design, Fabrication, Shipping, Installation and Financing costs to provide your proposed Sports and Security Lighting Systems.</td>
</tr>
<tr>
<td>6</td>
<td>Responsiveness of Submittal <em>(point value=5)</em></td>
<td>5</td>
<td>Extent to which the instructions in the RFP were followed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>TOTAL AVAILABLE POINTS: 300</strong></td>
</tr>
</tbody>
</table>
SECTION IV – INSURANCE & BONDS

(1) **Requirements:** The Firm shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Firm, its agents, representatives, employees or Sub-Contractors. All policies shall be subject to approval by the County as to form and content.

(2) **Minimum Limits of Insurance:** Firm shall maintain the following insurance policies with coverage and limits no less than:

(a) *Commercial General Liability:* $1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

(b) *Commercial Automobile Liability (owned, non-owned, hired):* $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) *Workers’ Compensation and Employers’ Liability:* Workers’ Compensation policy with limits as required by the State of Georgia and Employers’ Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Firm is a sole proprietor, who is otherwise not entitled to coverage under Georgia’s Workers’ Compensation Act, Firm must secure Workers’ Compensation coverage approved by both the State Board of Workers’ Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers’ Compensation Act. Further, the Firm shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(d) *Commercial Umbrella Liability Coverage:* $1,000,000 (one million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability and Commercial Automobile Liability.

If higher limits are maintained by Firm than shown above, the County shall be entitled to coverage for any additional insurance proceeds more than the specified minimum limits maintained by the Firm.
(3) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Firm; self-insured retentions should be included on the certificate of insurance.

(4) **Other Insurance Provisions:** Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) **General Liability, Automobile Liability and Umbrella Liability Coverage.**

(i) **Additional Insured Requirement.** The County and County’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party” and collectively “Insured Parties”) shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased, or used by the Firm; automobiles owned, leased, hired, or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Firm to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) **Primary Insurance Requirement.** The Firm’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be more than the Firm’s insurance and shall not contribute with it.

(iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) **Separate Coverage.** Coverage shall state that the Firm’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

(vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Firm for the County.

(b) **Workers’ Compensation Coverage:** The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Firm for the County.
(c) **All Coverages:**

(i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Firm shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) **Starting and Ending Dates.** Policies shall have concurrent starting and ending dates.

(iii) **Incorporation of Indemnification Obligations.** Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Firm under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.

(5) **Acceptability of Insurers:** The insurance to be maintained by Firm must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rate of Class VII or greater. The Firm shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) **Verification of Coverage:** Firm shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Firm is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Firm’s insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Firm shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) **Sub-Contractors:** Firm shall either (1) ensure that its insurance policies (as described herein) cover all Sub-Contractors and the Work performed by such Sub-Contractors or (2) ensure that any Sub-Contractors secures separate policies covering that Sub-Contractors and its Work. All coverage for Sub-Contractors shall be subject to all the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) **Claims-Made Policies:** Firm shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
(9) **Progress Payments:** The making of progress payments to the Firm shall not be construed as relieving the Firm or its Sub-Contractors or insurance carriers from providing the coverage required in this Agreement.

Q. **Bonds.** The Firm shall provide a Bid Bond, in the penal sum equal to or exceeding the Maximum Contract Price stated herein, on the forms attached hereto as “Attachment G” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Firm shall promptly furnish a copy of the bonds or shall permit a copy to be made.

R. **Assignment of Agreement.** The Firm covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved Sub-Contractors, the Firm shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

SECTION V - ATTACHMENTS

A. **PROJECT PLANS AND PERFORMANCE SPECIFICATIONS**

B. **Acknowledgement of Addendum Form (required submittal)**

C. **Reference Survey Form (required submittal)**

D. **COSTS (required submittal)**

E. **PROJECT SCHEDULE (General Contractor’s Construction Schedule)**

F. **DESIGN-BUILD-FINANCE SERVICES AGREEMENT (required Submittal)**

G. **BID BOND (required submittal)**

H. **ETHICS ORDINANCE**
ATTACHMENT A
Project Plans and Performance Specifications
RFP2019-21

Refer to Attached Plans and Performance Specifications
ATTACHMENT B
Acknowledgement of Addendum Form
RFP2019-21

The Firm has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date</th>
<th>Acknowledgement</th>
<th>Initial</th>
</tr>
</thead>
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Firms must acknowledge any issued addenda. Submittals which fail to acknowledge the Firm’s receipt of any addendum will result in the rejection of the submittal if the addendum contained information which substantively changes Barrow County’s requirements.
ATTACHMENT C
Reference Survey Form

RFP2019-21

Firm: __________________________________________________________

Project Name: __________________________________________________

Project Completion Date: ___________

Firm’s scope included: _______ Design
_______ Construction Phase
_______ Financing Phase

Please rate the Firm’s performance from 1-5 on the following issues by circling the appropriate number where 1 indicates that you least agree with the statement and 5 indicates that you most agree with the statement.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Disagree</th>
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<th>3</th>
<th>4</th>
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<td>3</td>
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<tr>
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<td>3</td>
<td>4</td>
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<tr>
<td>Worked well with client staff:</td>
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<tr>
<td>Provided Favorable Financing Terms:</td>
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<tr>
<td>Provided Quality Construction:</td>
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<tr>
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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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</table>

Completed by: Name: ___________________________

Entity: _______________________________________

Address: ______________________________________

Telephone: _________________________________

NOTES: __________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

Signature: _________________________________ Date: ________________________

Thank you for your assistance.
ATTACHMENT D
COSTS
RFP2019-21

**FIRM PRICE:** Costs quoted by Firm shall be last for the duration of the project and shall include Federal or State Tax. Turn-key Hard Number for all related Design, Fabrication, Shipping, Installation and Financing costs to provide your proposed Sports and Security Lighting Systems.

1. Victor Lord Park Expansion – Base Bid

<table>
<thead>
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<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Management Fees</td>
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<tr>
<td>Design Fees</td>
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<tr>
<td>Sports Lighting Systems Costs</td>
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<td>Security Lighting Systems Costs</td>
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<tr>
<td>Financing Fees</td>
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**Overall Total Base Bid Lump Sum Costs** $_____________

2. Field 3 - Add Alternate #1

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<tr>
<td>Financing Fees</td>
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**Overall Total Lump Sum Costs** $_____________

3. Tennis Complex - Add Alternate #2

<table>
<thead>
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<td>Design Fees</td>
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<tr>
<td>Sports Lighting Systems Costs</td>
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<tr>
<td>Security Lighting Systems Costs</td>
<td>$_____________</td>
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<tr>
<td>Financing Fees</td>
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</table>

**Overall Total Lump Sum Costs** $_____________

Name of Proposer: ___________________________
ATTACHMENT E
PROJECT SCHEDULE
RFP2019-21

Please refer to the Attached General Contractor’s Schedule for details. It is required that conduit, pull boxes, poles and pole bases be installed by June 13, 2019.
ATTACHMENT F
DESIGN-BUILD-FINANCE SERVICES AGREEMENT
RFP2019-21

DESIGN-BUILD-FINANCE SERVICES AGREEMENT (Agreement): All Contractor’s will be required to execute the Agreement (Refer to Attachment F of this RFP) and must provide such executed Agreement along with their Proposal submittal indicating their willingness to comply with all terms of the Agreement.

Contractor has the right to propose Edits or Additions to the Agreement prior to the open question period. Any proposed edits or additions to the Agreement must be submitted to the County for consideration before the question deadline stated above. All Respondents should ensure that all proposed Edits or Additions are identified in a manner easily recognized and understood by Barrow County.

Upon award of the Project to the winning Contractor, the County will execute the agreed upon Agreement. Please be advised that the Contractor’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until the County executes the Agreement.

As stated above, the Design-Build-Finance Agreement – Attachment “F” must be executed and submitted by Respondents as part of their Proposal Submission. (Please leave date and amount of Agreement blank). Exhibits “D.1” and “D.2” will be executed after the Project is awarded. 
NOTE: The Agreement Exhibits E (Noncollusion Affidavit of Prime Proposer) & G.1 (Contractor Affidavit and Agreement), must also be completed and returned with the Proposal Submission.

If a completed Exhibit G.1 (Contractor Affidavit and Agreement) is not provided with the Proposal Submission, then such Respondent will be deemed nonresponsive and its proposal be rejected by the County without further review.
ATTACHMENT G

BID BOND

RFP2019-21
BARROW COUNTY, GEORGIA

BIDDER (Name and Address):

____________________________________

SURETY (Name and Address of Principal Place of Business):

____________________________________

OWNER (hereinafter referred to as the “County” (Name and Address):

Barrow County, Georgia
30 North Broad Street
Winder, Georgia 30680

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):

____________________________________

BOND
BOND NUMBER:
DATE (Not later that Bid due date):
PENAL SUM: ____________________________ (Words) ____________________________ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

____________________________________ (Seal)
Bidder’s Name and Corporate Seal

By: _________________________________
Signature and Title:

Attest: ______________________________
Signature and Title:

SURETY

____________________________________ (Seal)
Surety’s Name and Corporate Seal

By: _________________________________
Signature and Title:

(Attach Power of Attorney)

Attest: ______________________________
Signature and Title:

Note:
(1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1 The County accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
   3.2 All Bids are rejected by the County; or
   3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.
ATTACHMENT H
ETHICS ORDINANCE
RFP2019-21
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<th>Chapter</th>
<th>Title</th>
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<td>260501</td>
<td>GENERAL PROVISIONS</td>
<td>3</td>
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<td>LOW VOLTAGE POWER CONDUCTORS CABLES</td>
<td>2</td>
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<tr>
<td>260526</td>
<td>GROUNDING AND BONDING</td>
<td>2</td>
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<td>260533</td>
<td>RACEWAYS AND BOXES</td>
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<td>LOW VOLTAGE DISTRIBUTION TRANSFORMERS</td>
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<td>PANELBOARDS</td>
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</table>
SECTION 260501 – ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work of all Division 26 sections.

1.2 DESCRIPTION OF WORK
   A. Extent of electrical and related work is indicated by drawings and/or specified in other Division 26 sections.

1.3 DRAWINGS
   A. Drawings indicate general layout and operational requirements of electrical equipment and systems. Do not scale drawings for equipment sizes or exact locations.
   B. Do not deviate from requirements of drawings and specifications without written approval from Architect.

1.4 QUALITY ASSURANCE
   A. Material, equipment, and installation shall meet requirements of the edition in effect at project location of the National Electrical Code (NFPA 70) and all applicable local codes.
   B. All electrical material and equipment shall bear the UL label except in cases where UL does not label such types of materials and equipment.
   C. In the event of conflict between the drawings and specifications and the requirements of the applicable codes, the most stringent requirements shall prevail.
   D. Contractor shall have a minimum experience of five projects with multi-field installations of similar scope and size within the past five years. Provide proof of work and reference names.

1.5 SUBMITTALS
   A. Submit, to the Architect, manufacturer's data and shop drawings on equipment and materials as required by other sections of this specification. Clearly indicate proposed substitutions and deviations from contract drawings and specifications.
   B. Submit for Owner and Engineer review dimensioned drawings of electrical rooms showing all equipment locations in plan view and elevations of all walls.
   C. Proposed substitutions and deviations from the drawings and specifications that are not clearly indicated are hereby rejected.
   D. Approval of product data and shop drawings is not to be interpreted as permitting departure from contract documents.
   E. Contractor shall approve submittals of product data and shop drawings before submission to the Architect. Approval by the Contractor will indicate general suitability for the application.
intended and that physical dimensions have been compared with installation space available and no interference will occur.

F. Deliver to the Owner three (3) copies of a manual compiled in accordance with Division 1 of these specifications. Manual shall include record documents relating to the electrical equipment and systems including maintenance procedures and parts lists.

G. Deliver to the Architect one set of record drawings neatly marked up to describe the electrical systems as installed. Record drawings shall show routing of all conduits and dimensioned locations of all underground and underfloor conduits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the requirements, provide products of one of the manufacturers named unless the product of an approved equal is specifically indicated as being acceptable.

2.2 NAMEPLATES

A. Nameplates shall be made of laminated plastic with a white center core sandwiched between two black layers. Letters shall be engraved, white, 3/8" high. Nameplates shall include the equipment designation and source panel name.

2.3 SUPPORTING MATERIALS

A. Supporting material shall be complete with necessary accessories to make a complete installation.

B. Supporting material shall be galvanized steel unless indicated otherwise.

2.4 TELEPHONE TERMINAL BOARD

A. Telephone terminal backboard shall be made of 3/4" marine grade plywood, painted with two coats of non-conductive, fire-retardant paint, flat gray, and be 4’ by 8’ unless indicated otherwise.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine areas and conditions under which electrical equipment is to be installed and notify Architect in writing of any conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Install electrical systems as indicated, complying with each respective manufacturer’s written instructions, requirements of the applicable codes and standards, and in accordance with recognized industry practices.

3.2 COORDINATION

A. Coordinate installation of new electrical service with local electric utility company. Provide concrete pad, trenching, conduit, connections, current transformer enclosures, meter bases and other facilities as required by local electric utility.
B. Coordinate with local telephone company for new telephone service. Provide conduit, size as indicated, from telephone service point to telephone terminal board.

C. Coordinate with local cable television company for new cable television service. Provide conduit, size as indicated, from cable television service point to telephone terminal board.

D. Coordinate with other trades and approved submittals for requirements for electrical connections and control wiring as necessary for proper operation of all systems and equipment.

E. Coordinate with other trades for information about electrical items such as starters and disconnect switches that may be furnished with equipment.

F. Coordinate with other trades for locations of mechanical equipment, piping, ductwork, and architectural features to insure that required working clearances are maintained. Notify Architect of any interference that cannot be eliminated by minor adjustments.

3.3 CONNECTIONS

A. Rough in for equipment connections according to approved submittals of related trades.

B. Provide all equipment connections complete with motor controls, switches, wiring devices, control devices, protective devices, conduit, wiring, and other accessories as necessary for proper operation.

C. When starters, control devices, or wiring are furnished as part of the controlled equipment, provide equipment connections, safety disconnect switches, conduit and other accessories as required.

D. Equipment connections shall be as recommended by the manufacturer.

3.4 NAMEPLATES

A. Install nameplates on each panelboard, disconnect switch, and remote control device.

3.5 OWNER FURNISHED EQUIPMENT

A. Provide wiring and connections for Owner furnished equipment.

B. Provide controls, receptacles, disconnect switches, conduit, wiring as required. Verify all requirements before rough in.

3.6 INSTRUCTION

A. Instruct Owner's representatives in proper operation and maintenance of all electrical systems and equipment.

END OF SECTION
SECTION 260519 – LOW VOLTAGE POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

   A. Extent of electrical wire and cable work is indicated on drawings and/or specified in other Division 26 sections.

1.2 DELIVERY, STORAGE, AND HANDLING

   A. Deliver wire and cable packaged in factory containers.

   B. Store wire and cable in clean dry space protected from damaging fumes, construction debris, and traffic.

   C. Handle wire and cable carefully to avoid damaging insulation or sheathing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

   A. Power wire and cable:

      1. AFC
      2. Anaconda
      3. Kerite
      4. Rome
      5. Southwire
      6. Triangle PWC
      7. Alcan
      8. Or approved equivalent

   B. Cable for signal, data, and control:

      1. Belden
      2. West Penn
      3. Or approved equivalent

2.2 POWER WIRES AND CABLES

   A. Provide copper wires with UL Type THHN, or THWN insulation, of sizes indicated. Where sizes are not indicated, provide proper size wire to comply with the National Electrical Code.

   B. Provide type MC cable with separate green insulated equipment grounding conductor.

   C. Aluminum conductors with UL type XHHW-2 insulation may be used for feeders and service conductors, if allowed by local codes.
2.3 SIGNAL, DATA, AND CONTROL CABLES

A. Provide factory fabricated, copper cables of sizes and sheathing as indicated. Where not indicated, provide proper cables to comply with requirements.

B. All cables and cable supports installed open in air plenums shall be rated for plenum use.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all power wiring in conduit. Pull conductors simultaneously where more than one is being installed in the same raceway.

B. Branch circuits may be grouped for homeruns with three different phases, a shared neutral and a shared ground conductor in the same raceway. Increase size of neutral conductor where necessary due to harmonic currents.

C. Do not install more than three current carrying conductors in any raceway.

D. Type MC cable may be used for branch circuits rated at 20 amps where run concealed above ceilings and within walls.

E. Low voltage signal wiring may be run open in accessible ceiling space. Provide conduit where signal wiring is run in or through walls and floors or through spaces with an open ceiling.

3.2 PULLING

A. Use pulling compound or lubricant where necessary. Compound must not cause deterioration of insulation.

3.3 SPLICES

A. Install splices and taps which possess equivalent or better ampacity, mechanical strength, and insulation ratings than conductors being spliced. Use splice and tap connectors which are compatible with conductor material.

3.4 TIGHTENING

A. Tighten electrical connections in accordance with manufacturer's published torque tightening values or to comply with tightening torque specified in UL STD 486A and B.

3.5 TESTING

A. Subsequent to wire and cable connections, energize circuitry and demonstrate proper functioning.

END OF SECTION
SECTION 260526 – GROUNDING AND BONDING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Applications of grounding and bonding work in this section include the following:
   1. Service entrance ground.
   2. Separately derived systems.
   3. Enclosures.

B. Requirements of this section apply to electrical grounding and bonding work specified elsewhere in these specifications.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide electrical grounding systems as indicated including all accessories needed for a complete installation. Where materials or components are not indicated, provide products complying with NEC and established industry standards.

2.2 CONDUCTORS

A. Provide copper grounding conductors sized according to NEC.

2.3 GROUND RODS

A. Provide copper clad steel ground rods, 10'-0" long and 3/4" in diameter.

PART 3 - EXECUTION

3.1 GROUND

A. Install a ground system by bonding together the following (were available) at all structures:
   1. Metal building frame.
   2. Metal underground water pipe.
   3. Grounding rods.
   4. Concrete encased electrode.

B. Connect ground bus of electrical equipment to service ground system with a grounding electrode conductor sized in accordance with NEC Table 250-66.

3.2 NEUTRAL/GROUND BOND

A. The neutral and ground buses shall only be bonded together as allowed by the NEC.
B. Connect the ground bus of service entrance equipment to the grounded conductor bus with a main bonding jumper sized in accordance with NEC Table 250-66.

C. Connect the ground bus of separately derived systems to the grounded conductor bus with a main bonding jumper sized in accordance with NEC Table 250-66.

D. Do not bond the neutral and ground buses together at structures served from another structure

3.3 GROUNDING RODS

A. Install, and bond together, three ground rods arranged in a triangle 20 feet apart. Drive ground rods outdoors in an uncovered, unpaved area as near as possible to electrical service entrance.

B. If soil conditions prevent installation of ground rods, install ground plates of equal surface area as deep as possible.

3.4 ENCLOSURE GROUNDING

A. Install a green grounding conductor, sized as indicated or as required by the NEC, in each panel feeder conduit and each branch circuit conduit.

B. Bond green grounding conductor to each electrical device, box, and equipment enclosure.

3.5 JUMPERS

A. Install braided bonding jumpers with ground clamps on water piping to electrically bypass water meters.

3.6 TELEPHONE SYSTEM GROUNDING

A. Provide a #6 copper grounding conductor in 1/2” PVC conduit from the service ground to a junction box at the telephone terminal board.

3.7 CONCRETE ENCASED ELECTRODE

A. Install a minimum 20-foot length of #2 bare copper wire near bottom of foundation or footing. Wire shall be encased in minimum of 2” of concrete.

3.8 TESTING

A. Measure the ground resistance of the service entrance ground with the neutral ground bonding jumper removed. If resistance to ground is over 25 ohms, take appropriate action to reduce resistance to 25 ohms or less by driving additional ground rods and/or by chemically treating soil encircling ground rod. Replace neutral ground bonding jumper prior to energizing the system.

END OF SECTION 260526
SECTION 260533 – RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A.  Extent of raceway and box work is indicated by drawings and specified in other Division 26 sections.

1.2 SUBMITTALS

A.  Submit manufacturer's data for the following:
   1.  Surface metal raceways
   2.  Exterior boxes
   3.  Floor-mounted boxes

PART 2 - PRODUCTS

2.1 GENERAL

A.  Provide raceways of types and sizes as indicated, including bushings, couplings, offsets, elbows, expansion joints, adapters, and other components as needed for complete system.

B.  Where types and sizes are not indicated, provide raceways as required to fulfill requirements and comply with the National Electrical Code.

2.2 DEVICE AND OUTLET BOXES

A.  Provide galvanized steel device and outlet boxes of sizes as required.

B.  Provide boxes for electrical devices as well as telephone and other systems as required.

C.  Provide device and outlet box accessories as required that are compatible with boxes being used.

D.  Provide diecast aluminum device and outlet boxes for all exterior locations of sizes as required.

2.3 JUNCTION AND PULL BOXES

A.  Above-ground - Provide galvanized, welded seam, sheet steel junction and pull boxes of sizes as required. Boxes shall have screw-on covers and stainless steel screws.

B.  In-ground – Provide formed fiberglass or resin type junction and pull boxes of sizes required. Boxes shall have screw-on covers imprinted with the word “ELECTRIC” and stainless steel bolts.

2.4 BUSHINGS, KNOCKOUT CLOSURES AND LOCKNUTS

A.  Provide corrosion-resistant knockout closures, conduit locknuts, and conduit bushings of types and sizes as required.

2.5 FLOOR BOXES
A. Provide watertight, adjustable floor boxes with threaded conduit entrances, brass floor plates, flush screw-on covers and stainless steel cover screws.

PART 3 - EXECUTION

3.1 COORDINATION

A. Coordinate installation of raceway and electrical boxes and fittings with architectural finishes, casework, mechanical equipment, structural features, and wall-mounted equipment and devices.

3.2 INSTALLATION OF RACEWAYS

A. All raceways shall be installed in accordance with manufacturers’ instructions.

B. Install electrical metallic tubing (EMT) within buildings but not in floor slabs or under slab on grade.

C. Install non-metallic (PVC) conduit, schedule 40, within floor slabs, under slabs on grade, and underground outside buildings. Do not install PVC conduit inside buildings. Provide RSC elbow and vertical section on PVC conduit entering floor or ground.

D. Install flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration. Install liquid-tight flexible conduit where also subject to moisture.

E. Install exposed runs of conduit, and conduit located above lay-in ceilings, parallel or perpendicular to walls. Install horizontal raceway runs above, and 6” away from, water and steam piping.

F. Provide UL listed fire wall/floor penetration techniques where conduit penetrates fire rated walls or floors. See architectural drawings for identification of fire rated walls.

G. Coat all underfloor and underground metal raceways with protective coating prior to placing concrete or backfill.

H. Underground PVC conduits not encased in concrete shall be protected with 3” of sand on all sides.

I. Install yellow plastic warning strip above buried raceways and 6” below finished grade.

3.3 SPARE CONDUITS

A. Provide four 3/4” empty conduits with pull wires from each recessed panelboard to above nearest accessible ceiling. Provide other empty conduits, with pull wires, where indicated.

B. All spare conduits shall be capped with watertight fitting.

3.4 FITTINGS

A. Use sealing fittings where conduits pass from cold areas into areas of normal atmosphere or from hazardous areas into areas of normal atmosphere.
3.5 SEALING
   A. Install watertight sealing fittings in underground conduits at termination points in electrical enclosures.

3.6 PULL WIRES
   A. Provide pull wires in, and insulating bushings on, all conduits in which wiring is to be installed by others.

3.7 INSTALLATION OF BOXES
   A. Install electrical boxes as required to ensure accessibility to electrical wiring. Fasten boxes to structural members or embed in concrete.
   B. Provide a minimum of 24" horizontal separation between boxes installed on opposite sides of fire-rated or acoustic-rated walls.
   C. Position recessed outlet boxes level and plumb. No part of box shall extend beyond finished surface.
   D. Ground each conductive electrical box upon completion of installation.
   E. Install in-ground electric boxes on a bed of gravel 6" longer and wider than the box, and at least 24" deep for drainage.

3.8 WEATHERTIGHT BOXES
   A. Provide weathertight boxes for locations exposed to weather or moisture. Provide watertight boxes for underwater and underground installation.

3.9 CLOSURES
   A. Provide knockout closures to cap unused knockout holes where blanks have been removed.
   B. Provide covers on all pull boxes and junction boxes.
   C. Provide blank covers on all device and outlet boxes left for future use.

3.10 CLEANING
   A. After completion of installation, inspect interiors of raceways and boxes and remove all dirt and trash.

END OF SECTION 260533
SECTION 262213 – LOW VOLTAGE DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent of transformer work is indicated on drawings.

1.2 QUALITY ASSURANCE:

A. Comply with applicable portions of NEMA Standard Publication No. ST 20 (latest edition) pertaining to dry-type transformers.

1.3 SUBMITTALS

A. Submit manufacturer's data including rated KVA, frequency, primary and secondary voltages, percent taps, impedance, efficiency, average temperature rise above 40 degrees C ambient, and sound level in decibels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide products of one of the following:
   1. General Electric
   2. Hevi-Duty Electric
   3. Sorgel Electric
   4. Siemens
   5. Square D
   6. Or approved equivalent.

2.2 GENERAL

A. Provide factory-assembled, general-purpose, air-cooled, dry-type distribution transformers of rated capacities indicated, compliant with 2016 DOE energy efficiencies, 60 hertz, 10 kV BIL. Primary winding shall have two 2-1/2 % taps above and below rated voltage.

B. Unless indicated otherwise on drawings, voltage ratio shall be 480 volts delta to 208/120 volts wye.

C. Transformer surface temperature rise shall be limited to a maximum of 65 degrees C. Terminal compartment temperature shall be limited to 75 degrees C when transformer is operating continuously at rated load with ambient temperature of 40 degrees C. Sound level ratings shall not exceed 45 dB.

D. Transformers shall be provided with fully enclosed sheet steel enclosures that are electrically grounded to transformer enclosure by means of flexible grounding strap.

E. Provide transformers rated 15 KVA and below with 115 degrees C rise insulation system and suitable for wall mounting.
F. Provide transformers rated above 15 KVA with 150 degrees C rise insulation system and suitable for mounting on floor or suspending from structure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install units on external vibration isolation supports complying with manufacturer's installation instructions.

3.2 GROUNDING

A. Provide equipment-grounding connections for power distribution transformers.

B. Ground neutral on secondary side of each delta-wye connected transformer to building steel and metal cold water pipe.

3.3 TESTING

A. Upon completion of installation of transformers, energize primary circuitry at rated voltage and frequency from normal power source and test transformers. Test shall include output voltage and audible sound levels. Correct or replace malfunctioning units and retest.

END OF SECTION 262213
SECTION 262416 – PANELBOARDS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent of panelboard work is indicated on drawings.

1.2 SUBMITTALS

A. Submit manufacturer's data on panelboards with all electrical characteristics clearly identified.

B. Submit a dimensioned layout of all spaces containing more than two panelboards with the required electrical working clearances shown.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Panelboards:
   1. General Electric
   2. Square D
   3. Siemens
   4. Or approved equivalent.

2.2 GENERAL

A. Provide dead front, factory-assembled circuit breaker or fused switch type panelboards as indicated. Panelboards shall have ratings, enclosures, and features as indicated and shall comply with manufacturer's standard design and construction.

B. Panelboards shall be constructed with bus bars of tin plated aluminum or solid copper. The neutral bus shall be insulated from enclosure and the ground bus bolted to enclosure. "Load center" type panelboards are not acceptable.

C. Equip panelboards with devices as indicated or as required. Where multiple-pole breakers are indicated, provide with common trip so overload on one pole will trip all poles simultaneously. Circuit breakers and fused switches shall comply with Section 262813 "Overcurrent Protective Devices."

D. Panelboards shall be fully rated for interrupting ratings as indicated and shall be clearly labeled as such on the front of the panelboard.

2.3 SERVICE ENTRANCE PANELBOARDS

A. Provide service entrance panelboard with a main circuit breaker or a main fused switch, as indicated, or with six or fewer branch switching devices. Neutral bus shall be bonded to ground bus with a removable jumper.

B. Provide panelboards with UL markings indicating "suitable for use as service entrance equipment".
2.4 PANELBOARD ENCLOSURES
   A. Provide galvanized sheet steel enclosures of NEMA types as indicated, or as required, by same manufacturer as panelboards. Enclosures shall have a baked enamel finish over a rust inhibitor coating and be suitable for recessed or surface mounting as indicated.
   B. Enclosures shall have doors with concealed piano hinges, flush locks and keys with all enclosures keyed alike. Equip with interior circuit directory frame, and card with clear plastic covering.

PART 3 - EXECUTION

3.1 INSTALLATION
   A. Anchor enclosures firmly to walls and structural surfaces such that they are mechanically secure.
   B. Bond ground buses together in two section panelboards. Bonding conductor shall be copper of same size as panelboard feeder ground conductor.

3.2 DIRECTORY
   A. Fill out panelboard circuit directory card upon completion of installation work using a typewriter.
   B. Directory shall describe type of load and location for each branch circuit using Owners’ space names or numbers.
   C. Information on directory card shall include name and location of panelboard serving this panelboard.

3.3 IDENTIFICATION
   A. Provide "Service Disconnect" label on all service disconnect switches.

3.4 GROUNDING
   A. Provide equipment-grounding connections for panelboards.

END OF SECTION 262416
SECTION 262726 – WIRING DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK
A. The extent of wiring device work is indicated on drawings.

1.2 SUBMITTALS
A. Submit manufacturer’s data on wiring devices and covers.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Receptacles, Switches, and Wallplates:
   General Electric
   Hubbell
   Leviton
   Pass and Seymour
   Or approved equivalent

2.2 GENERAL
A. Provide factory fabricated wiring devices of types and electrical ratings indicated.
B. Provide ivory color devices unless indicated otherwise. Verify color with Architect.
C. All wall plates shall be stainless steel.

2.3 DUPLEX RECEPTACLES
A. Provide specification grade duplex receptacles, 2-pole, 3-wire grounding, with green hexagonal equipment ground screw, ground terminals and poles internally connected to mounting yoke.
B. Duplex receptacles shall be rated 15 amperes, 125 volts, NEMA 5-15R, unless indicated otherwise.
C. All receptacles in wet locations, outdoors, and on roofs shall be weather resistant ground fault interrupter type.

2.4 MISCELLANEOUS RECEPTACLES
A. All other receptacles shall be of same quality as general duty duplex type. Ratings shall be as indicated.

2.5 GROUND FAULT INTERRUPTER RECEPTACLES
A. Provide termination type ground fault circuit-interrupter duplex receptacles, grounding type rated 20 amperes, 120 volts, 60 Hz, with solid-state ground-fault sensing, 5 milliamperes trip level, NEMA 5-15R.

2.6 SWITCHES

A. Provide specification grade switches, 20 ampere, 120-277 volts AC, with mounting yoke insulated from mechanism. Switch shall be single pole, two-pole, three-way, or four-way as described on drawings.

2.7 WALLPLATES

A. INTERIOR
   1. Provide stainless steel covers with stainless steel screws.

B. EXTERIOR
   1. Provide die cast steel, weatherproof while in use, with die cast covers and hasp to allow locking by pad lock. Color shall be Gray.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install wiring devices in clean electrical boxes after wiring work is complete. Install wallplates after painting work is complete.

3.2 RATINGS

A. Install receptacles with current rating equal or greater than current rating of circuit overcurrent protective device on single-receptacle circuits.

B. Install a 120-volt, 15-amp, GFI duplex receptacle in a weatherproof enclosure within 25 feet of exterior air conditioning equipment.

3.3 GROUNDING

A. Provide equipment-grounding connections for wiring devices.

3.4 TESTING

A. Test each wiring device for proper operation and proper polarity. Make corrections as necessary.

END OF SECTION 262726
SECTION 262813 – OVERCURRENT PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK
   A. Extent of overcurrent protective device work is indicated on drawings.

1.2 SUBMITTALS
   A. Submit manufacturer's data on overcurrent protective devices with all electrical characteristics clearly identified.
   B. Submit manufacturer's information indicating that all series rated systems are UL recognized.

PART 2 - PRODUCTS

2.1 MANUFACTURER
   A. Circuit Breakers:
      - General Electric
      - Square D
      - Or approved equivalent
   B. Fuses:
      - Bussmann
      - Littelfuse
      - Reliance/Brush
      - Or approved equivalent

2.2 GENERAL
   A. Provide circuit breakers and fuses of types, sizes, ratings and characteristics indicated which comply with manufacturer's standard design.
   B. Circuit breakers used for switching of fluorescent lighting shall be listed for switching duty and marked “SWD”.
   C. Circuit breakers used for switching of high intensity discharge lighting shall be listed for switching duty and marked “HID”.

2.3 MOLDED CASE CIRCUIT BREAKERS
   A. Provide factory-assembled, molded-case circuit breakers of frame size, trip rating, voltage, poles and interrupting ratings as indicated.
B. Provide breakers with permanent thermal and instantaneous magnetic trips in each pole and with trip-free type operating mechanisms and positive handle indication. Breakers shall be suitable for operating in any position in an ambient temperature of 40 degrees C.

2.4 FUSES

A. Circuits rated at 601 to 6000 amps shall be protected by current limiting, UL class L, time delay fuses with a minimum interrupting rating of 200,000 amps symmetrical. Fuses shall be Bussman Low-Peak KRP-C or approved equivalent.

B. Circuits rated at 15 to 600 amps shall be protected by current limiting, UL class RK1, time delay fuses with a minimum interrupting rating of 200,000 amps symmetrical. Fuses shall be Bussman Low-Peak LPN-RK (250 volt) or LPS-RK (600 volts), or approved equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fasten circuit breakers without mechanical stresses, twisting or misalignment being exerted by clamps, supports, or conductors.

B. Fuses shall be shipped separately from switchboard and shall be field installed immediately prior to energization of the circuit in which they are applied.

3.2 SPARE FUSES

A. Provide, to the Owner, three spare fuses of each type and size installed.

3.3 INSPECTION

A. Inspect circuit breaker operating mechanisms and adjust units for free mechanical movement.

END OF SECTION 262813
SECTION 262816 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent of enclosed switches and circuit breaker work is indicated on drawings.

1.2 SUBMITTALS

A. Submit manufacturer's data on enclosed switches and circuit breakers.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Enclosed switches and circuit breakers:

   General Electric
   Square D
   Siemens
   Or approved equivalent

2.2 GENERAL

A. Provide fusible and non-fusible, surface-mounted, enclosed switches and circuit breakers of types, and ratings as indicated. Provide quick-make, quick-break switches constructed so that blades are visible in OFF position with door open. Switches and circuit breakers shall have operating handles capable of being padlocked in OFF position. Current carrying parts shall be copper with silver-tungsten contacts.

B. Provide switches and circuit breakers with NEMA Type 1 enclosures for indoor locations and NEMA Type 3R enclosures for outdoor locations unless indicated otherwise.

C. Provide general duty switches on circuits where the phase-to-phase voltage does not exceed 240 volts unless indicated otherwise on drawings.

D. Provide heavy duty switches on circuits with phase-to-phase voltage of 480 volts.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install switch or circuit breaker within sight of starter location for each hardwired motor driven appliance and at other locations as indicated on Drawings.

B. Install switches and circuit breakers for use with heating, ventilation, and air conditioning equipment within six feet of units or components.

C. For interior equipment visible from floor, mount switch or circuit breaker with bottom at 48" above floor.
D. For exterior equipment mount switch or circuit breaker with bottom at 36" above grade or concrete pad.

E. Insure that electrical working clearances are maintained at each switch and circuit breaker.

3.2 SUPPORT

A. Support each switches and circuit breakers from wall or other structural components as close as possible to associated starter or motor. Do not attach to any appliance or equipment housing unless specifically permitted by manufacturer of appliance or equipment.

B. Provide independent steel channel supports for switches and circuit breakers at appliances and equipment not near a wall.

3.3 GROUNDING

A. Provide equipment grounding connections for all electrical switches and circuit breakers.

END OF SECTION 262816
SECTION 264313 – SURGE PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK
A. Provide surge protective devices (SPD’s) at the service equipment and at other panelboards as indicated.

1.2 QUALITY ASSURANCE
A. Comply with applicable requirements of most recent edition of ANSI/IEEE C62.41, "IEEE Recommended Practice on Surge Voltages in Low Voltage AC Power Circuits”.
B. Comply with applicable requirements of most recent edition of UL 1449, "Standard for Safety, Surge Protective Devices”.
C. Provide surge protective device that is UL listed and labeled.
D. Equipment and installation shall conform to NEC Article 285 “Surge Protective Devices (SPD)”.
E. Provide to the Owner a five-year warranty covering all parts.
F. Listed voltage protection rating (VPR) indicated below shall be in accordance with the most recent edition of UL 1449.

1.3 SUBMITTALS
A. Submit manufacturer's data and installation instructions for surge protective devices.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Subject to compliance with requirements, provide surge protective devices by one of the following:

1. Advanced Protection Technologies
2. Current Technologies
3. Innovative Technology
4. General Electric
5. Sentrex
6. Square D
7. Surge Protection, Inc.
8. Or approved equivalent

2.2 GENERAL
A. Provide solid state, bi-directional SPD’s with surge current diversion paths for all modes of protection; L-L, L-N, L-G, N-G.
B. SPD device shall be marked with a short circuit current rating that is equal to, or greater than, the short circuit current rating of the panelboard or switchboard at which it is installed.

C. Indicator lights shall indicate proper connection and "device failure".

D. Device failure shall not cause interruption of power to panel or equipment.

E. SPD equipment that is integral to the panelboard or switchboard is acceptable.

F. Listed voltage protection ratings (VPR’s) shall not exceed the following:

<table>
<thead>
<tr>
<th>System Voltage</th>
<th>L-N</th>
<th>L-G</th>
<th>L-L</th>
<th>N-G</th>
</tr>
</thead>
<tbody>
<tr>
<td>120/208V</td>
<td>700V</td>
<td>700V</td>
<td>1200V</td>
<td>700V</td>
</tr>
<tr>
<td>277/480V</td>
<td>1200V</td>
<td>1200V</td>
<td>1800V</td>
<td>1200V</td>
</tr>
</tbody>
</table>

2.3 SPD AT SERVICE EQUIPMENT

A. Single pulse surge current capability, per phase, of no less than 240,000 amps.

2.4 SPD AT DISTRIBUTION PANELBOARDS

A. Single pulse surge current capability, per phase, of no less than 160,000 amps.

2.5 SPD AT BRANCH PANELBOARDS

A. Single pulse surge current capability, per phase, of no less than 100,000 amps.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install surge protective devices in accordance with manufacturers’ instructions.

B. If overcurrent protection is not indicated on the drawings and SPD does not have integral overcurrent protection, provide a separately enclosed fused switch or circuit breaker adjacent to the panelboard or switchboard for the SPD.

C. SPD shall be mounted directly to switchboards and to surface mounted panelboards.

D. SPD at recessed panelboards shall be installed in a recessed cabinet adjacent to panelboard.

E. The conductor length from switchboard or panelboard to SPD shall be the absolute minimum possible with no sharp bends. Conductor length shall not exceed 24 inches without approval by Engineer.

END OF SECTION 264313
SECTION 265113 – LIGHTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent of lighting fixture work is indicated on drawings.

1.2 QUALITY ASSURANCE

A. Comply with applicable requirements of NEMA Standards LE 1 and LE 2 pertaining to lighting equipment.

B. Provide fluorescent lamp ballasts which comply with Certified Ballast Manufacturers Association standards and carry the CBM label.

1.3 SUBMITTALS

A. Submit manufacturer's data on lighting fixtures. Submit complete photometric characteristics on proposed substitutions.

B. Submit list of lamps proposed including manufacturer's name and catalog number.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Lighting fixtures:

   As indicated on LIGHTING FIXTURE SCHEDULE or an approved equal.

B. Lamps:

   General Electric
   Philips
   Sylvania
   Or approved equivalent

C. Fluorescent emergency battery systems:

   Bodine B50
   Iota I-80
   Or approved equivalent

D. Compact fluorescent emergency battery systems:

   Bodine
   Iota
   Or approved equivalent
2.2 GENERAL

A. Provide lighting fixtures of sizes, types, ratings, and with accessories and features indicated. Substitutions must be of equal quality and photometric performance and similar in appearance to specified fixtures.

B. Fixtures shall be complete with lamps, ballasts, and all parts, and accessories required for installation and proper operation.

C. Fixtures mounted outdoors, exposed to weather, shall be UL listed for wet location.

2.3 LAMPS

A. Provide clear lamps for outdoor fixtures and inside frosted lamps for indoor fixtures unless noted otherwise on drawings.

B. Incandescent A-lamps shall be extended service type with a minimum of 2500 hours average rated life.

C. Fluorescent lamps, unless noted otherwise, shall be T8 type.

D. Light Emitting Diode (LED) Lamps:
   1. Lumen output associated with LED light fixtures shall as measured by IESNA Standard LM-79-08 in an accredited lab. Exact tested lumen output shall be clearly noted on submittals.
   2. Individual LEDs shall be connected such that catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.

2.4 BALLASTS

A. Fluorescent lamp ballasts shall be as described in Lighting Fixture Schedule or, if not described in schedule, as recommended by fixture manufacturer.

B. HID lamp ballasts shall be as recommended by lamp manufacturer, which properly matches lamps to branch, circuit voltage.

2.5 POLES AND POLE BASES

A. Provide poles as indicated on drawings. Unless indicated otherwise, poles shall be square steel painted to match lighting fixture. Size poles as required to support fixtures installed in wind speeds of 100 miles per hour.

B. Provide pole bases as required for local soil conditions. Pole base details on drawings are minimum requirements only. Contractor shall employ a civil/structural engineer to verify that pole base installed is adequate for pole/fixture assembly at site location.

PART 3 - EXECUTION

3.1 INSTALLATION
A. Install interior lighting fixtures at locations and heights as indicated in accordance with fixture manufacturers’ instructions. Fasten fixtures securely to structural support and ensure that pendant mounted fixtures are plumb.

3.2 COORDINATION

A. Coordinate with structural members, piping and ductwork locations for interferences and notify Engineer of any interference that cannot be avoided by minor adjustments in location.

3.3 EMERGENCY LIGHTING

A. Connect unit emergency equipment to line side of lighting switches such that emergency operation begins automatically upon loss of normal power but not when switch is turned off.

B. Provide a handle lock on branch circuit breakers serving dedicated emergency lighting circuits and night lighting circuits.

3.4 MECHANICAL ROOMS

A. Install lighting fixtures in mechanical rooms to illuminate all electrical equipment and all gages and service locations on mechanical equipment.

3.5 CLEANING

A. Clean lighting fixtures upon completion of installation. Protect installed fixtures from dirt and damage.

3.6 TESTING

A. Demonstrate proper operation of lighting system. Correct or replace malfunctioning units and retest.

3.7 GROUNDING

A. Provide equipment-grounding connections for each lighting fixture.

END OF SECTION 265113
SECTION 265613 – SPORTS LIGHTING POLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work of all Division 26 sections.

1.2 DESCRIPTION OF WORK
A. Extent of sports lighting pole work is indicated on drawings and in specifications.
B. The work of this section includes the design, fabrication, and installation of steel or concrete sports lighting poles.

1.3 QUALITY ASSURANCE
A. The manufacturer shall have a minimum of 3 years of experience in the design and production of sports lighting poles.

1.4 DESIGN
A. Poles shall be designed considering the application of both dead load and wind load.
B. Poles shall be designed to withstand a constant wind speed of 90 M.P.H. Light fixture support assemblies shall be designed to withstand a constant wind speed of 125 M.P.H., plus a gust factor of 1.3, based on IBC, latest adopted in Georgia, without damage or misalignment of the luminaire assembly.

PART 2 - PRODUCTS

2.1 GENERAL
A. Poles shall be constructed so that all wiring and grounding facilities are concealed within the pole. All hand holes, wire inlets/outlets, inserts for pole steps, and through-bolts holes shall be fabricated into the pole during manufacturing. No field drilling of the poles will be required.
B. Provide pedestrian area lights on sports lighting poles where indicated on the plans. Coordinate location of pole, cable, and pegs, to allow maintenance of sports lights.

2.2 FEATURES
A. Step bolts, 5/8" in diameter, alternately spaced on 18" intervals, 90-120 degrees apart, beginning 10' above ground and continuing to within 18" of platform. Top two step locations and bottom step location are to be "doubled" (one step on each side of the pole).

B. Safety climbing cable, 3/8" in diameter, galvanized steel, shipped loose for field installation. Cable shall extend to top rail of fixture mounts. One nylon safety belt assembly with stainless steel, QUIK-STOP latch assembly shall be provided.

C. No. 6 stranded copper ground wire shall terminated at top (platform level) and bottom (approximately 12" below grade). Provide ground lug for bonding to ground rod. Provision for grounding of safety climbing cable shall be provided by bonding ground wire to one or more of the inserts used to install safety cable eyebolts.

D. Lightning rod terminal (1/2" x 24") shall be attached to pole within 6" of the top by means of parapet base. Provide adequate bonding to fixture mounting steel to insure that all components at top of pole are grounded.

E. A brass nameplate shall be attached to the wall of the pole approximately 5' above ground line identifying the manufacturer, order or job identification number, overall length, and ultimate ground line moment capacity.

F. Internal wiring support device shall be located directly above wiring inlet/outlet at fixture level.

G. Each pole shall be capped at top and plugged at butt.

2.3 OPENINGS

A. A conduit entrance opening 18" below grade, size as required.

B. A 4" x 8" minimum hand hole with flush metal cover centered 30" above grade.

C. A 4" x 8" minimum hand hole with flush metal cover located at fixture level, for use during installation and maintenance of electrical wiring.

D. A 2" coupling wiring inlet/outlet opposite hand hole at fixture level

E. Provide proper pick-up points as required to facilitate pole erection.

F. Provide additional openings and couplings as required for remote ballast enclosures, speakers, area lights, and/or disconnecting means.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. Transportation, site handling, and erection shall be performed with proper equipment and methods by qualified personnel. A qualified factory representative shall be at the job site during the installation to ensure that all components are installed using the proper hardware and are handled in a manner that will not result in damage to any component.
B. Prior to unloading poles, shop drawings shall be reviewed to identify proper pick-up points for unloading, storage, and erection procedures.

C. Safety cables, step bolts, and internal wiring may be installed while pole is in horizontal position on the ground. If light fixture support is to be attached prior to erection, the pole tip must be elevated and the pole supported uniformly over the entire length.

D. Steel poles shall be mounted onto a properly designed and installed concrete base.

E. Concrete poles shall be directly embedded in a hole that is approximately 6" to 8" larger in diameter than the maximum butt diameter of the pole. The bottom of the hole is to be undisturbed earth. If the hole is excavated deeper than required, it shall be backfilled with a mixture of crushed rock and sand tamped in 6" layers until the desired depth is achieved.

F. All backfill around concrete poles shall be approximately 1/2 masonry sand and 1/2 #57 gravel. Backfill shall be placed and mechanically tamped in 6" layers to approximate the density of the surrounding soil.

3.2 GROUNDING

A. Ground each pole by bonding the steel to a ground rod at each pole. Ground rod shall be 5/8" by 8' minimum.

3.3 COORDINATION:

A. Coordinate all work with other site work including new and existing underground utilities.

END OF SECTION 265613
PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The sports lighting work includes lighting fixtures, poles, pole bases, mounting hardware, remote ballast enclosures (if used), and disconnect switches.

B. All lighting design calculations must be done in accordance with Illuminating Society of North America design standards as published in IESNA RP-6-01. Lighting design levels, uniformity ratios, and coefficient of variation values indicated here may differ from the IES recommendations. In the event of conflict between the drawings and specifications and the requirements of the IES, the most stringent requirements shall be used.

C. Fixtures shall use light emitting diodes (LED) for light sources.

1.2 WARRANTY

A. A warranty shall be provided for the entire equipment package against failure due to manufacturing defect for twenty five (25) years. During the full twenty five (25) years the manufacturer will be responsible for the cost of materials, parts, and labor for any repairs which may be necessary. The cost of cranes, lifts, etc. for repairs shall be covered by the warranty. The alignment of the lighting fixture on the fixture assembly shall be warranted accurate for the full twenty five (25) years.

1.3 SUBMITTALS

A. Pre-approved manufacturers are listed below. All other manufacturers shall provide a complete submittal package ten days prior to the bid due date for approval.

B. All approved manufacturers shall provide submittals as described in this section.

C. Submit manufacturer’s data on all lighting fixtures, lamps, poles and associated equipment. Submit cutsheet for lamps from lamp manufacturer indicating initial lumens.

D. Submit calculated initial and maintained horizontal lighting levels at intervals as required by performance requirements below. Submit the light loss factors and tilt factors used in the calculations.

E. Submit drawings of luminaire/pole assembly and pole base design. Drawings shall certify that fixtures and supports will withstand 125 m.p.h. wind with 1.3 gust factor based on IBC, latest adopted in Georgia; and shall certify that pole base design is based on soil conditions at project site. Drawings shall be stamped by a licensed structural engineer.

F. Submit electrical drawings showing all wiring beyond disconnect switch at pole, and indicating disconnecting means, fuses, ballasts, connects and sizes.

PART 2 - PRODUCTS
2.1 MANUFACTURERS

A. Provide sports lighting system made by one of the following:
   1. Eaton
   2. Qualite
   3. Musco
   4. Or pre approved equivalent.

2.2 GENERAL

A. Each area shall be illuminated from poles using LED lighting fixtures at mounting heights indicated on drawings.

2.3 CONNECTED ELECTRICAL LOAD

A. Total connected lighting load shall be close to the indicated loads on the plans. Systems submitted for pre-approval will be evaluated based on their connected load and efficiencies.

2.4 PERFORMANCE REQUIREMENTS – SPILL LIGHT

A. The individual sports lighting systems shall not exceed the light level allowed at property lines as defined by local code.

2.5 PERFORMANCE REQUIREMENTS – SOCCER FIELD

A. Calculations shall be based on fixtures mounting heights and locations indicated on the plans.

B. Maintained light levels over the entire areas shall average 30 footcandles on field. The lighting level shall be maintained over the life for the system. Design shall include appropriate maintenance factors and light loss factors for lamp lumen depreciation.

C. Uniformity of the brightest to darkest measurement of horizontal footcandles shall be 2.0 to 1 on the field.

D. The coefficient of variation shall be less than 0.13 for the field

E. The following requirements shall be met for the statistical calculations. All calculations shall be made at 3 feet above finished field elevation.

1. A calculation grid of 30 feet by 30 feet with a minimum of 96 calculation points.

2.6 PERFORMANCE REQUIREMENTS – TENNIS COURTS
A. Calculations shall be based on fixtures mounting heights and locations indicated on the plans.

B. Minimum light level at any point of the grid in the primary play area is 50 footcandles. Average light level average across entire twin court area to the fences is 50 footcandles. The lighting level shall be maintained over the life for the system. Design shall include appropriate maintenance factors and light loss factors for lamp lumen depreciation.

C. Uniformity of the brightest to darkest measurement of horizontal footcandles shall be 2.0 to 1 for the entire court.

D. The following requirements shall be met for the statistical calculations.

   1. A calculation grid of 20 feet by 20 feet with a minimum of 30 calculation points shall be used on each twin court area.

E. All calculations shall be made at 3 feet above finished field elevation on an evenly spaced grid. The spacing of the calculation grid and the quantity of points shall be equal to the IESNA recommendations.

2.7 SPORTS LIGHTING CONTROL SYSTEM – TENNIS COMPLEX

A. System shall allow programmable time schedules, and be able to turn light poles on and off via contactors from input from push button stations located at each twin court area.

B. Push buttons shall initiate a timed play period per each “ON” request in addition to general park operational hours. Timing system shall be astronomical to limit turning lights “on” during day light hours.

2.8 LUMINAIRE ASSEMBLY

A. The structures for the luminaire assembly on each pole are to be completely assembled and aligned in the factory and aimed to form one single photometric unit.

B. A positive latching device shall maintain alignment of the assembly after installation.

2.9 ELECTRICAL REQUIREMENTS

A. Provide a main disconnecting means in or before each ballast enclosure to disconnect power to the sports lights. Provide individual fusing for all ballasts.

B. Configure ballasts for multiple power feeds to facilitate switching as indicated on drawings.

C. Ballast shall be UL listed and shall reliable start and operate the rated lamp in ambient temperatures down to –20 degrees C for the life of the lamp.

D. Assembly and wiring of the fixtures to a plug-in connection is to be completed by the manufacturer. Provide a schematic of the wiring inside of the door of the ballast enclosure.

PART 3 - EXECUTION
3.1 INSTALLATION

A. Install a grounding system bonding all exposed conductive materials together and to a ground rod at each pole and to the branch circuit equipment-grounding conductor.

B. Mount NEMA 3R ballast/disconnect switch enclosure(s) with the bottom of the enclosure 10 feet above the ground to allow for step ladder maintenance access.

3.2 INSPECTION AND TESTING

A. Prior to testing and inspection by owner all lamps shall be turned on for a minimum of 100 hours. Coordinate with manufacturer for additional requirements prior to testing and inspection.

B. At the completion of the project and in the presence of the Contractor, Owner's Representative, and Manufacturer's Representative, actual light performance meter readings shall be taken, recorded, and verified with all fixtures in the facility illuminated. The values shall be reported in a manner to reflect the test location on the field and the recorded value. The report shall include the number of hours the lamps have operated and the number of starts for the system. If, in the opinion of the Owner or his appointed Representative, the actual minimum performance levels footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

1. The Manufacturer shall at his expense provide and install: any necessary additional fixtures to meet the minimum lighting standards; all associated electrical work; all associated pole changes. The Manufacturer shall either replace the existing poles to meet the new windload (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.

2. If the system does not meet the specifications, the Manufacturer will be allowed two attempts in the period of the first year to modify the installed system to meet the specifications. If after one year or two attempts, the Manufacturer still does not meet the specifications, the Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system that meets the specifications, at no expense to the Owner.

END OF SECTION 265668
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DESIGN-BUILD-FINANCE SERVICES AGREEMENT

VICTOR LORD PARK EXPANSION – SPORTS & SECURITY LIGHTING SYSTEMS

This Construction Services Agreement (the “Agreement”) is made and entered into this ___ day of ____, 2019 (the “Effective Date”), by and between BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”) and __________________________, a __________________________ (hereinafter referred to as the “Contractor”), collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the County desires to retain a Contractor to construct the new improvements expanding the existing Victor Lord Park; and

WHEREAS, the County intends to select a single, qualified Contractor; and

WHEREAS, the County solicited proposals pursuant to the Request for Proposals, dated February 20, 2019, attached hereto as “Exhibit A” and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely qualifications submission, and was deemed qualified to bid said project, attached hereto as “Exhibit B” and incorporated herein by reference, and met all proposal requirements such that the County awarded Project Number RFP2019-21 Victor Lord Park Expansion – Design-Build-Financing Sports/Security Lighting Systems) to the Contractor; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor’s Qualifications submission and Bid, the County has selected Contractor as the successful Bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents dated________, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:
Section 1. **Contract Documents**

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

A. Request for Proposals attached hereto as “Exhibit A”;
B. Contractor’s RFP2019-21 Proposal Submission attached hereto as “Exhibit B”;
C. Scope of Work attached hereto as “Exhibit C”;
D. Required Performance Bond and Payment Bond attached hereto collectively as “Exhibits D.1 and D.2”;
E. Noncollusion Affidavit of Prime Proposer attached hereto as “Exhibit E”;
F. Final Affidavit attached hereto as “Exhibit F”;
G. Alien Employment affidavits attached hereto as “Exhibits G.1 and G.2”;
H. Notice of Award, attached hereto as “Exhibit H”;
I. The County’s Representative contact information, attached hereto as “Exhibit I”;
J. Barrow County Code of Ethics (codified in the official Code of Barrow County);
K. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. **Project Description; Contract Administrator**

A. **Project.** A general description of the “Project” is as follows: Design-Build-Financing and other related services for providing Sports & Security Lighting Systems for their expansion of the Victor Lord Park. In brief, the Contractor will provide Sports Lighting for the County’s new Football/Soccer/Practice Fields, and Security Lighting for their Paving & Hardscapes, Parking Lots, and Roadway Infrastructure, necessary to improve Victor Lord Park. Said services shall include but are not limited to those necessary to achieve the stated objectives in the attached Request for Proposals (see Exhibit A), Contractor’s Proposal Submission (see Exhibit B), and Scope of Services (see Exhibit C).

B. **Contract Administrator.** The Contract Administrator for this Agreement shall be the County; its Representative, Ascension Program Management; and its Design Consultant, Lose & Associates.

Section 3. **The Work**

A. **The Work.** The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in Section 2A. above, and in Request for Proposals (see Exhibit A), Contractor’s Proposal Submission (see Exhibit B), and Scope of Services (see Exhibit C) attached hereto and incorporated
herein by reference. The Work includes all necessary design/engineering, material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

B. Plans; Drawings and Specifications. The Contractor shall develop necessary Sports & Security Lighting plans, drawings and specifications in accordance with the Request for Proposals (see Exhibit A), Contractor’s Proposal Submission (see Exhibit B), and Scope of Services (see Exhibit C).

C. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

(i) “Shop Drawings” are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a Sub-Contractor, sub-Sub-Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(ii) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(iii) “Samples” are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate Contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials,
field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Contract Documents and any issued Task Orders. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, if submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator’s approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator’s approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator’s attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator’s attention to such additional revisions, the Contract Administrator’s approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the County and shall be delivered to the County upon completion of the Work.

Section 4.  Reserved

Section 5.  Contractor’s Compensation; Time and Method of Payment

A. Base Maximum Contract Price. The County has allocated a total of $__________ to fund all costs associated with the scope of work issued under this Agreement
(the “Maximum Contract Price”), which will be increased as outlined in Section 6 below, in the County’s sole discretion. The compensation for Work performed shall be based upon the scope work identified within the Construction Documents and Specifications dated ___________ and Addendum____ which shall be completed in accordance with Request for Proposals (see Exhibit A), Contractor’s Proposal Submission (see Exhibit B), and Scope of Services (see Exhibit C).

B. **Material Deviations.** Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, Sub-Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

C. **Taxes.** The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor’s request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

**Section 6. Change Orders**

A. **Change Order Defined.** A “Change Order” means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.

B. **Right to Order Changes.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
C. **Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.

D. **Authority to Execute Change Order.** The County Manager has authority to execute, without further action of the Barrow County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than twenty-five thousand dollars ($25,000.00), must be approved by resolution of the Barrow County Board of Commissioners.

E. **Minor Changes in the Work.** The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. **Covenants of Contractor**

A. **Ethics Code; Conflict of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor act to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.

B. **Meetings.** The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or
the Contract Administrator. The Contractor will work with the County’s Representative to set monthly OAC meetings. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

C. **Expertise of Contractor.** Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County’s requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

D. **Proper Execution by Contractor.** Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor’s profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia’s Open Records Act (O.C.G.A. § 50-18-70, et seq.). Any additional work or costs incurred because of error and/or omission by Contractor because of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator’s services or expenses, will be provided at Contractor’s expense and at no additional cost to the County. This provision shall survive termination of this Agreement.

It is the Contractor’s responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the County in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor’s duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor’s skill and knowledge in performing the Work required under the Contract Documents.
Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among Sub-Contractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) Contractor Familiarity with Work. Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the County, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for facilitating construction by the Contractor and are not for discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and County in writing. Contractor represents that it has given the County written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the County is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and County in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the County. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations.

(ii) Inspection of Prior Work. If part of the Contractor’s Work depends for
proper execution or results upon construction or operations by a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County’s or separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii)  

Contractor Requests for Information.  If, with undue frequency (as determined by the County in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the County for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F.  Supervision, Inspection and Construction Procedures.  The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor’s
Sub-Contractors or Sub-Sub-Contractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the County and Contract Administrator in writing.

G. **Tests and Inspections.** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. The County shall provide an Independent Special Inspections/Material Testing (Independent Testing Agency) firm to perform said tests and inspections. The Contractor shall plan for such tests, inspections and coordinate/schedule the Independent Testing Agent, or with the appropriate public authority and shall bear all related responsibility to achieve necessary approvals. The Contractor shall give the Independent Testing Agent timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

H. **Budgetary Limitations.** Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor’s profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor’s profession and industry, Contractor will give written notice immediately to the County.

I. **County’s Reliance on the Work.** The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor’s
Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor’s Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

J. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator’s request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator or Independent Testing Agent and be replaced at the Contractor’s expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator or Independent Testing Agent has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator or Independent Testing Agent may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County’s expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor’s expense, unless the condition was caused by the County, in which event the County shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether final payment has been made.

L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as
provided in the Contract Documents, the County may do so, and the cost thereof shall be charged to the Contractor.

M. Contractor’s Representative. __________________________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative.

N. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent Contractor and not as the agent or employee of the County. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants or Sub-Contractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of Sub-Contractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and Sub-Contractors during the life of this Agreement. There shall be no contractual relationship between any Sub-Contractor or supplier and the County by this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County regarding the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform Work related to this Agreement.

In as much as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County’s agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters on behalf of the County without the express knowledge and prior written consent of the County.

O. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and
damages directly or indirectly resulting to it and/or the County because of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County’s elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any Sub-Contractor, anyone directly or indirectly employed by the Contractor or Sub-Contractor, or anyone for whose acts the Contractor or Sub-Contractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, its Sub-Contractor, anyone directly or indirectly employed by the Contractor or Sub-Contractor, or anyone for whose acts the Contractor or Sub-Contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Sub-Contractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

P. Insurance.

(1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or Sub-Contractors. All policies shall be subject to approval by the County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
(2) **Minimum Limits of Insurance**: Contractor shall maintain the following insurance policies with coverage and limits no less than:

(a) **Commercial General Liability**: $1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

(b) **Commercial Automobile Liability (owned, non-owned, hired)**: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) **Workers’ Compensation and Employers’ Liability**: Workers’ Compensation policy with limits as required by the State of Georgia and Employers’ Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia’s Workers’ Compensation Act, Contractor must secure Workers’ Compensation coverage approved by both the State Board of Workers’ Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers’ Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(d) **Commercial Umbrella Liability Coverage**: $1,000,000 (one million dollars) per occurrence shall be provided and will apply over all
liability policies, without exception, including but not limited to Commercial General Liability and Commercial Automobile Liability.

If higher limits are maintained by Contractor than shown above, the County shall be entitled to coverage for any additional insurance proceeds more than the specified minimum limits maintained by the Contractor.

(3) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.

(4) **Other Insurance Provisions:** Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) **General Liability, Automobile Liability and Umbrella Liability Coverage.**

   (i) **Additional Insured Requirement.** The County and County’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party” and collectively “Insured Parties”) shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

   (ii) **Primary Insurance Requirement.** The Contractor’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be more than the Contractor’s insurance and shall not contribute with it.
(iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) **Separate Coverage.** Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

(vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(b) **Workers’ Compensation Coverage:** The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(c) **All Coverages:**

(i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) **Starting and Ending Dates.** Policies shall have concurrent starting and ending dates.

(iii) **Incorporation of Indemnification Obligations.** Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not
limited to Section 7(O) of this Agreement.

(5) **Acceptability of Insurers:** The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) **Verification of Coverage:** Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor’s insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) **Sub-Contractors:** Contractor shall either (1) ensure that its insurance policies (as described herein) cover all Sub-Contractors and the Work performed by such Sub-Contractors or (2) ensure that any Sub-Contractors secures separate policies covering that Sub-Contractors and its Work. All coverage for Sub-Contractors shall be subject to all the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) **Claims-Made Policies:** Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(9) **Progress Payments:** The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Sub-Contractors or insurance carriers from providing the coverage required in this Agreement.

Q. **Bonds.** The Contractor shall provide Performance and Payment bonds, each in the penal sum equal to or exceeding the Maximum Contract Price stated herein, on
the forms attached hereto as “Exhibits D.1 and D.2” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

R. **Assignment of Agreement.** The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved Sub-Contractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

S. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

1. the Contractor shall provide evidence on County-provided forms, attached hereto as “Exhibits G.1 and G.2” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its Sub-Contractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, or

2. the Contractor provides evidence that it is not required to provide an affidavit because it is an individual licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “Exhibit G.1”, and submitted such affidavit to County or provided the County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any Sub-Contractor(s) in connection with the covered contract, the Contractor agrees to secure from such Sub-Contractor(s) attestation of the Sub-Contractor’s compliance with O.C.G.A. §
13-10-91 and Rule 300-10-1-.02 by the Sub-Contractor’s execution of the Sub-Contractor affidavit, the form of which is attached hereto as “Exhibit G.2”, which Sub-Contractor affidavit shall become part of the Contractor/ Sub-Contractor agreement, or evidence that the Sub-Contractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a Sub-Contractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any Sub-Contractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s Sub-Contractors’ verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor’s Sub-Contractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor’s Sub-Contractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor’s Sub-Contractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor’s Sub-Contractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

____ 500 or more employees.
____ 100 or more employees.
____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any Sub-Contractor(s) in connection with this Agreement and where the Sub-Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the Sub-Contractor(s) such Sub-Contractor(s’) indication of the above employee-number category that is applicable to the Sub-Contractor.
The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

T. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement (“Records”) shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County all Records in the form requested by the County. All Records stored on a computer database must be of a format compatible with the County’s computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County’s representative(s) for examination all Records. The Contractor will permit the County or County’s representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County’s representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County’s office. Further, Contractor shall permit the County or County’s representative(s) to observe and inspect any or all Contractor’s facilities and activities during normal hours of business for evaluating Contractor’s
compliance with the terms of this Agreement. In such instances, the County or County’s representative(s) shall not interfere with or disrupt such activities.

U. **Confidentiality.** Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its Sub-Contractors, Contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County’s disclosure of documentation is governed by Georgia’s Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

V. **Licenses, Certifications and Permits.** The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the County within ten (10) days after issuance.

W. **Authority to Contract.** The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

Y. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form,
prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or Sub-Contractor upon completion or termination of the Work shall be delivered immediately to the County whether the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. All copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

Z. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any Sub-Contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**Section 8. Covenants of the County**

A. **Right of Entry.** County shall provide for right of entry for Contractor and Contractor’s equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. **County’s Representative.** Jeff Prine, Ascension Program Management, shall be authorized to act on County’s behalf with respect to the Work as the County’s designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above. See Exhibit I for County’s Representative contact information.

**Section 9. Final Project Documents; Warranty**

A. **Final Project Documents.** Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all Contractors’ and manufacturers’
warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County.

B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/Sub-Contractor/sub-Sub-Contractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year (the “Warranty Period”) from the date of Final Completion (as defined in each Task Order) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one (1) year (the “Maintenance Period”) from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor’s continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

A. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.

B. For Cause. The Contractor shall have no right to terminate this Agreement prior
to completion of the Work, except in the event of County’s failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least seven (7) calendar days’ written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.

C. **Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely when appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.

D. **Payment.** Provided that no damages are due to the County for Contractor’s failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received because of Contractor’s efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.

E. **Assumption of Contracts.** The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its Sub-Contractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to affect such assignment.
F. **Conversion to Termination for Convenience.** If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.

G. **Requirements Upon Termination.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

H. **Reservation of Rights and Remedies.** The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**Section 11. County’s Rights; Contractor Default**

A. **County Rights Related to the Work.**

(i) **County’s Right to Stop the Work.** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) **County’s Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of a Task Order from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an amended or revised Task Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County’s expenses and compensation for additional services (if any) rendered necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.
B. **Contractor Default.** For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor’s obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds $100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor’s default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

**Section 12.** **Reserved**

**Section 13.** **Miscellaneous**

A. **Complete Agreement.** This Agreement, including all the Contract Documents, constitutes the complete agreement between the Parties and supersedes all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

B. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the
provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia or the U.S. District Court for the Northern District of Georgia – Gainesville Division, and Contractor submits to the jurisdiction and venue of such court.

C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. **Invalidity of Provisions; Severability.** Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. **Notices.**

   (1) **Communications Relating to Day-to-Day Activities.**

   All communications relating to the day-to-day activities of the Work shall be exchanged between Jeff Prine, Ascension Program Management, Consultant for the County and ___________________ for the Contractor.

   (2) **Official Notices.**

   All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:
G. **Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. **Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County’s sovereign immunity or any individual’s qualified good faith or official immunities.

J. **No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of County’s elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor’s performance of services under this Agreement shall not subject Contractor’s individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

L. **Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

M. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

N. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

O. **Agreement Construction and Interpretation.** Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

P. **Material Condition.** Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

Q. **Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall
be inclusive of their singular and plural forms unless the context of their usage clearly requires contrary meaning.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR: ____________________

By: ________________________________

Print Name: __________________________

Its: _________________________________

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

By: _________________________________

Print Name: __________________________

Its: _________________________________

BARROW COUNTY, GEORGIA

By: _________________________________

______________, Chairman

[COUNTY SEAL]

Attest:

____________________________________

Print Name: __________________________

Its:    County Clerk
“EXHIBIT A”

RFP2019-21- VICTOR LORD PARK EXPANSION – DESIGN-BUILD-FINANCE SPORTS/SECURITY LIGHTING SYSTEMS
“EXHIBIT B”

CONTRACTOR’S RFP2019-21 PROPOSAL
“EXHIBIT C”

SCOPE OF WORK

Contractor shall design and engineer their specific Sports & Security Lighting systems to adhere to the Plans and Performance Specifications provided within the RFP2019-21 Attachment A. It will be the Contractor’s responsibility to coordinate their design and engineering efforts with Barrow County, Lose Design, and General Contractor (Integrated Construction and Nobility, Inc.).

Contractor shall ensure that the procurement, delivery, and installation of their systems adhere to the General Contractor’s Master Schedule as outlined in RFP2019-21 – Attachment E – Project Schedule.

Contractor warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date as provided in an issued Task Order and all Work shall be completed in accordance with the terms provided therein.

The Work will occur in areas such as: within County rights-of-way, easements or within specific areas delineated by a right of entry.

All Work will be performed and completed to the complete satisfaction and acceptance of the County. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance against defective materials, design, workmanship and improper adjustment. Contractor will abide by all applicable professional standards, local codes, manufacturers’ recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

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

The Contractor (at their expense) shall obtain all locates, permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the Work specified herein.

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

Contractor shall furnish all design, engineering, procurement, delivery, labor, material, supplies, equipment, fuel and other appurtenances necessary to construct the Victor Lord Park Expansion as outlined in the RFP2019-21 Attachment A – Plans & Performance Specifications issued February 20, 2019 and Addendums issued________.
EXHIBIT D.1”

PERFORMANCE BOND
BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT _____________________________ (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____________________ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County, in the sum of _____________________________ Dollars ($________.____), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as RFP2019-21 (Request for Design-Build-Finance Sports/Security Lighting Systems) (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
   a. The Contractor’s Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor’s Surety; and
   b. The means, method or procedure by which the Contractor’s Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor’s Surety hereby waives notice of all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.
The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR (“Principal”):

__________________________________________
By: _________________________________________ (signature)
    _________________________________________ (print)
    _________________________________________ (SEAL)

Attest:
    _________________________________________ (signature)
    _________________________________________ (print)

Title: ________________

Date: ________________

CONTRACTOR’S SURETY:

__________________________________________

By: _________________________________________ (signature)
    _________________________________________ (print)
    _________________________________________ (SEAL)

Attest:
    _________________________________________ (signature)
    _________________________________________ (print)

Title: ________________

Date: ________________

(ATTACH SURETY’S POWER OF ATTORNEY)
PAYMENT BOND
BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT ____________________________ (as CONTRACTOR, hereinafter referred to as the “Principal”), and _______________________(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of ____________________________ Dollars ($_______.__), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as RFP2019-21 (Request for Design-Build-Finance Sports/Security Lighting Systems) (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Sub-Contractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Sub-Contractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR:

____________________________

By: _________________________ (signature)

____________________________ (printed)

Title: _________________________ (SEAL)

Date: _________________________

Attest:

____________________________ (signature)

____________________________ (printed)

Title: _________________________

Date: _________________________

CONTRACTOR’S SURETY:

____________________________

By: _________________________ (signature)

____________________________ (printed)

Title: _________________________ (SEAL)

Date: _________________________

Attest:

____________________________ (signature)

____________________________ (printed)

Title: _________________________

Date: _________________________

(ATTACH SURETY’S POWER OF ATTORNEY)
“EXHIBIT E”

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF __________________
COUNTY OF __________________

________________________________________, being first duly sworn, deposes and says that:

(1) He/She is __________________________ (Owner, Partner, Officer, Representative, or Agent) of ____________________________ (the “Proposer”) that has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive of sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price of any other proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(6) Proposer has not directly or indirectly violated any law, ordinance or regulation related to the Proposal.

____________________________
Signature of Authorized Officer or Agent

____________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______ DAY OF __________, 20____.

____________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT F”

FINAL AFFIDAVIT

STATE OF __________________
COUNTY OF ________________

TO BARROW COUNTY, GEORGIA

I, ____________________________, hereby certify that all suppliers of materials, equipment and service, Sub-Contractors, mechanics, and laborers employed by ____________________________ or any of its Sub-Contractors in connection with the construction of ____________________________ for Barrow County, Georgia have been paid and satisfied in full as of ______________, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

____________________________
Signature

____________________________
Title

Personally appeared before me this ____ day of ________, 20____. ____________________________, who under oath deposes and says that he is ____________________________ of the firm of ____________________________, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

____________________________
Notary Public

[NOTARY SEAL]

My Commission Expires
STATE OF ____________________  
COUNTY OF ____________________  

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contractor 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 on behalf of Barrow County 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 Contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor 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 Contractor

___________________________

___________________________
Name of Project

___________________________
Barrow County, Georgia

___________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ________, 20___ in ________, (city), ________ (state).

___________________________
Signature of Authorized Officer or Agent

___________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ________ DAY OF ________, 20___.

___________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT G.2”

SUB-CONTRACTOR AFFIDAVIT

STATE OF _________________
COUNTY OF _________________

By executing this affidavit, the undersigned Sub-Contractor 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 Barrow County 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 Sub-Contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned Sub-Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Sub-Contractors who present an affidavit to the Sub-Contractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned Sub-Contractor will forward notice of the receipt of an affidavit from a sub-Sub-Contractor to the Contractor within five (5) business days of receipt. If the undersigned Sub-Contractor receives notice that a sub-Sub-Contractor has received an affidavit from any other contracted sub-Sub-Contractor, the undersigned Sub-Contractor must forward, within five (5) business days of receipt, a copy of the notice to the Contractor.

Sub-Contractor 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 Sub-Contractor

Name of Project

Barrow County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ __, 201__ in _____(city),
______(state).

_________________________________
Signature of Authorized Officer or Agent

_________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF
___________________, 201__.

_________________________________
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT H”

NOTICE OF AWARD
“EXHIBIT I”

The County’s Representative Contact Information
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;

1
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;
NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF

COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be
Cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their
derivations shall have the meaning provided herein. When no inconsistent with the context,
words used in the present tense include the future, words in the plural number included
the singular number and words in the singular number include the plural number.

(A) "Board" means the Barrow County Board of Commissioners.

(B) "Board of Ethics" means the Barrow County Board of Ethics as formed and
described herein.

(C) "Business Entity" means any business of whatever nature regardless of how
designated or formed, whether a sole proprietorship, partnership, joint venture,
association, trust, corporation, limited liability company, or any other type of
business enterprise and whether a person acting on behalf of, or as a
representative or agent of, the business entity.

(D) "Confidential Information" means any information that, by law or practice, is not
reasonably available to the public.

(E) "County Official" means the Barrow County Board of Commissioners, any
member

of a board, commission or authority appointed by the Board, the Chief of
Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) "Employee" means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) "Family" means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) "Interest" means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

(1) His or her family;

(2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;

(3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or employee.

(1) "Official Act" or "Official Duties" means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

Section One.

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

Section Two.

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

Section Three.

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

Section Four.

Seek to find and employ more efficient and economical ways of getting tasks accomplished.
Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven.

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine.

Expose corruption wherever discovered.

Section Ten.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A.§ 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:
Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from Which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.
Section Eight.

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

Section Nine.

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

Section One. Compliance with Applicable Law.

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity
to influence, except consistent with the disclosure and abstention provisions set
forth herein.

(B) Barrow County shall not enter into any contract involving services or property
with a County Official or Employee or with a business entity in which the County
Official or an Employee has an interest. Provided that the disclosure and
abstention provisions set forth herein are followed, this paragraph shall not apply
to the following:

(1) The designation of a bank or trust company as a depository for county
funds;

(2) The borrowing of funds from any bank or lending institution which offers
competitive rates for such loans;

(3) Contracts entered into with a business which employs a consultant,
provided that the consultant’s employment with the business is not
incompatible with this Ordinance;

(4) Contracts for services entered into with a business which is the only
available source for such goods or services; and

(5) Contracts entered into under circumstances that constitute and emergency
situation, provided that a record explaining the emergency is prepared by
the Board and submitted to the Chief of Operations (or his/her equivalent)
to be kept on file.
Section Three. Financial Disclosures.

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four. Zoning Application Disclosures.

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A.§ 36-67A-1, et seq., as it may be amended from time to time.

Section Five. Disclosures Related to Submission of Bids or Proposals for County Work or Contract.

Persons submitting bids or proposals for county work who have contributed $250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six. Withholding of Information.

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

Section Seven. Incompatible Service.

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless
otherwise permitted by law and unless public disclosure is made.

Section Eight. Unauthorized Use of Public Property.

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

Section Nine. Political Recrimination and Activity.

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) Seeking elective office. A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a
request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) Political campaign involvement. A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) Solicitation of contributions. A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

Section Ten. Appearance Before County Entities.

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.
Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve. Solicitation or Acceptance of Gifts.

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

(1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.

(2) An occasional gift from a single source of $101.00 or less in any calendar year.

(3) Ceremonial gifts or awards.
(4) Gifts of advertising value only or promotional items generally distributed
To public officials.

(5) Awards presented in recognition of public service.

(6) Reasonable expenses of food, travel, lodging and scheduled entertainment
for a meeting that is given in return for participation in a panel or speaking
engagement at the meeting.

(7) Courtesy tickets or free admission extended for an event as a courtesy or
for ceremonial purposes, given on an occasional basis and not to include
season tickets of any nature.

(8) Gifts from relatives or members of the County Official or Employee's
household.

(9) Honorariums or awards for professional achievement.

(10) Courtesy tickets or free admission to educational seminars, educational or
information conventions or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed
legislation or action before the Board shall immediately disclose publicly the nature and extent
of such interest.

Any other County Official or Employee who has a financial or personal interest in any
proposed legislation or action before the Board and who participates in discussion with or
gives an official opinion or recommendation to the Board in connection with such proposed
legislation or action shall disclose publicly the nature and extent of such interest.
Section Fourteen. Abstention to Avoid Conflicts of Interest.

(A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.

(B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.

(C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

(A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.

(B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:
(C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on the effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;

(D) One appointee of the Barrow County Personnel Review Board; and

(E) One appointee of the Barrow County Board of Commissioners, which appointee shall be selected by a majority vote of the Board of Commissioners.

Section Two. Appointment Procedures.

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made
In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

Section Three. Qualifications of Members of Board of Ethics.

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

(A) Resides in the County and is a registered voter;

(B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment; Or be the spouse, parent, child or sibling of an Employee or County Official;

(C) Is not an officer or employee of any political party;

(D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

Section Four. Terms; Vacancies.

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this
Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

Section Five. Removal of Member.

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

Section Six. Organization and Internal Operating Regulations.

(A) Members of the Board of Ethics shall not be compensated.

(B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.

(C) There shall be no regularly scheduled monthly or bimonthly meetings of the
Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

(D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.

(E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

(A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.

(B) To receive and hear complaints of violations of standards required by this Ordinance.

(C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.

(D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
(E) To perform any other function authorized by this Ordinance.

(F) To issue advisory opinions as provided in this Ordinance.

Section Eight. **Staffing and Expenses.**

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. **Counsel.**

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. **Adherence to the Ethics Ordinance.**

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.
Section Eleven. Prohibition Against Certain Conflicting Political Activity.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) "Member of the Board of Ethics" means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

(2) "Political Party" means a national political party, a state political party, a political action committee, and/or any affiliated organization.

(3) "Election" includes a primary, special and general election.

(4) "Nonpartisan Election" means:

(a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

(b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character

(5) "Partisan" when used as an adjective, refers to a political party.

(6) "Political Fund" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or
anything of value or transfers money or anything of value to any other
fund, political party, candidate, organization, political action committee
or other entity.

(7) "Contribution" means any gift, subscription, loan, advance, deposit of
money, allotment of money, or anything of value given or transferred by
one person to another, including in cash, by check, by draft, through a
payroll deduction or allotment plan, by pledge or promise, whether or
not enforceable, or otherwise.

(B) Permissible Activities. All members of the Board of Ethics are free to engage in
political activity to the widest extent consistent with the restrictions imposed in
this Section, which restrictions are imposed for the sole purpose of ensuring
neutrality and the appearance of neutrality of the Board of Ethics. Each member
of the Board of Ethics retains the right to:

(1) Register and vote in any election;

(2) Participate in the nonpartisan activities of a civic, community, social,
labor, or professional organization or of a similar organization;

(3) Be a member of a political party or other political organization and
participate in its activities to the extent consistent with law;

(4) Attend a political convention, rally, fundraising function, or other
political gathering;

(5) Sign a political petition as an individual;

(6) Make a financial contribution to a political party or organization;

(7) Take an active part, as a candidate or in support of a candidate, in a
nonpartisan election;

(8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;

(9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

(1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.

(2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:

(a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

(b) Organize or reorganize a political party organization or political club;

(c) Directly or indirectly solicit, receive, collect, handle, disburse, or
account for assessments, contributions or other funds for a partisan political purpose;

(d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;

(e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;

(f) Become a candidate for, or campaign for, an elective public office in a partisan election;

(g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;

(h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;

(i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;

(k) Serve as a delegate, alternate or proxy to a political party convention;

(l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan
candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

(3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

Section Twelve. Limitation of Liability.

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

Section Thirteen. Advisory Opinion.

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:
(A) Any person may file a complaint alleging a violation of any of the provisions of this Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or non-disclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show
affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s).

(C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

(E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.

(F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems
Necessary to fulfill its obligations under this Ordinance.

Section Fifteen. Disciplinary Action.

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

   (1) Written warning or reprimand;

   (2) Suspension without pay;

   (3) Termination of employment; and

   (4) Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

   (1) Written warning, censure or reprimand;

   (2) Removal from office to the extent provided by Georgia law; and

   (3) Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought with ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the
issuance of bonds, notes or other evidence of public obligation under this Ordinance.

(D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.

(E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

Section Sixteen. Judicial review.

(A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

(B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service
System, to the extent the County Official or employee may be subject to the
Civil Service System.

ARTICLE SIX: MISCELLANEOUS

Section One. Severability.

If any provision of this Ordinance is found by a court of competent jurisdiction to be
invalid or unconstitutional, or if the application of this Ordinance to any person or
circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality
shall not affect other provisions or applications of this Ordinance which can be given effect
without the invalid or unconstitutional provision or application.

Section Two. Repealer

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this
Ordinance are repealed.

Section Three. Effective Date.

The effective date of this Ordinance shall be July 1, 2004.

AMENDED:

Article Five, Section 1, Subparagraph (A)    January 25, 2005
Article Five, Section 6, Subparagraph (C)    January 8, 2008