

# Barrow County Board of Commissioners

30 North Broad Street Winder Georgia 30680 Phone: (770) 867-1977 Fax: (770) 307-3141

Cindy F. Clack  
Purchasing Agent



## MEMORANDUM

**To:** Parties Interested In RFB2015-5

**From:** Cindy Clack

**Date:** 4/1/2015

**Re:** RFB2015-5 – Sports Lighting – Victor Lord Park (#FG065)

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RFB2015-5 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County website [www.barrowga.org](http://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 bids are submitted exactly as specified in the RFB. If you have any questions, please submit them in writing to the Barrow County Purchasing Agent as called for in the RFB.

Thank you.



**Barrow County Board of Commissioners  
30 North Broad Street  
Winder, GA 30680**

**REQUEST FOR BID  
RFB2015-5**

**SPORTS LIGHTING – VICTOR LORD PARK  
(PROJECT #FG065)  
PER SPECIFICATIONS**

**BARROW COUNTY, GEORGIA**

**APRIL 1, 2015**

**SPORTS LIGHTING – VICTOR LORD PARK  
(PROJECT#FG065)  
BARROW COUNTY, GEORGIA**

Date: April 1, 2015

**PURPOSE:**

The purpose of this request is to provide interested **Georgia State Licensed Contractors** with sufficient information to enable them to submit a uniform bid for the County's review. Also, to set-forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County.

**GENERAL:**

Barrow County is in the process of securing sealed bids for sports lighting at Victor Lord Park per specifications, scope of work, drawings and control summary for the Barrow County Recreation Department. Special attention should be given to the technical schedule and conditions below.

**Regular Bid:** Each Contractor must comply with all requirements for a regular bid as directed or required by this notice. Notice is hereby given to all Contractors that if their bids are defective or irregular, the same may be rejected immediately.

**Uniform Bid:** To facilitate comparative analysis and evaluation of quotations, it is desired that a uniform format be employed in structuring each bid. The required format will coincide with specifications given later in this notice. The Contractor's degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and award of contract for this requirement. All instructions are to be considered an integral part of the RFB.

**Right to Reject Any or All Bids:** Barrow County reserves the right to reject any or all bids, to waive technicalities or informalities, and to accept any bid deemed in the best interest of the county. Where two or more Contractors are deemed equal, the County reserves the right to make the award to one of the Contractors.

**Firm Price:** Price quoted by Contractor shall be a firm price, and not subject to increase during the schedule hereinafter set-forth and shall not include Federal or State Tax.

**Right to Submitted Materials:** All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the Contractor shall be properly identified as to Contractor and will become the property of the County when received.

**INQUIRIES:** Bidders **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Officer or employee of Barrow County Elected Officer, regarding this RFB, bid evaluation, or selection process from the time the RFB is issued until the time a notification of intent to award is announced. **Questions relating to this RFB must be submitted in writing to: Cindy Clack, Purchasing Agent (email: [cclack@barrowga.org](mailto:cclack@barrowga.org)).** All questions submitted in writing will be compiled, answered in writing and posted on the website [www.barrowga.org](http://www.barrowga.org) as an addendum to the RFB.

**PRE-BID MEETING:** A **Mandatory Pre-Bid Meeting** will be conducted April 20, 2015 at 11:00 a.m. at Victor Lord Park, 82 Maynard Street Winder, GA. 30680. **Failure to attend this mandatory pre-bid meeting disqualifies you from submitting a bid. NO EXCEPTIONS.**

**EVENTS:** The following dates and times apply to this RFB:

- Issue Request for Bid April 1, 2015
- Mandatory Pre-Bid April 20, 2015 at 11:00am
- Deadline for Questions April 22, 2015 at 12:00pm
- Bid Due Date April 29, 2015 at 12:00pm
- Bid Opening April 29, 2015 at 2:00pm
- Selection Recommendation to BOC May 12, 2015
- Work to begin June 2015

**SEALED QUOTATIONS:** Each bid must be submitted in a sealed envelope, addressed to Owner. Each sealed envelope containing a bid must be plainly marked on the outside with **“RFB2015-5 Sports Lighting – Victor Lord Park (Project #FG065)”**. If a bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope to the attention of the Owner at the address previously given and also plainly marked with **“RFB2015-5 Sports Lighting – Victor Lord Park (Project#FG065)”**. The county will not be responsible for late mail deliveries and no bid will be accepted if received after the time stipulated by this RFB. No bid may be withdrawn or modified in any way after the deadline for RFB opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY BID QUOTE.**

**BIDS SHALL BE SUBMITTED TO:**  
Barrow County Board of Commissioners  
Clerk’s Office (Old Historic Courthouse)  
30 North Broad Street  
Winder, GA 30680  
770.307.3005

Sealed bids will be accepted in the Clerk’s Office, no later than **12:00 Noon, Thursday, April 29, 2015.** Bids will be opened and read aloud in the Commission Meeting Room at the above address at 2:00 p.m. on April 29, 2015. All bids will be evaluated and the project will be awarded, if it is awarded, within 60 days of the bid opening. These prices will be good for 60 days from this date.

LIQUIDATED DAMAGES: PROJECT COMPLETION WILL BE EIGHT (8) WEEKS FROM DATE OF THE NOTICE TO PROCEED. Liquidated damages of One Hundred Fifty Dollars (\$150.00) per day will be assessed for each day after completion date until project is completed.

REFERENCES: Please provide references with the bid using the attached two-page document.

CONSTRUCTION SERVICES AGREEMENT: **All submitting Contractors are required to execute the Construction Services Agreement (the “Agreement”) included in this package to indicate the willingness to comply with all terms of the Agreement and to submit the executed Agreement in duplicate with the bid.** Upon award of the Project to the winning Contractor, the County will execute the Agreement. Please be advised that the submitting 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 such time as the County executes the Agreement.

SECURITY: Accompany bid with a bid security in the amount of five percent (5%) of the bid. The successful bidder will be required to submit to Barrow County a performance bond and a payment bond in the amount equal to one hundred percent (100%) of the total contract amount. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Georgia. **Only Barrow County Bid, payment and Performance Bond documents supplied with this request will be accepted.**

PAYMENT: County agrees to pay the Contractor for the services performed in accordance with the Agreement upon certification by the County that the work was actually performed in accordance with the Agreement. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payments through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the Barrow County Purchasing Department within ten working days from the date of this Agreement. No monies will be paid up front with the Agreement. Payments will not be hand delivered.

TECHNICAL REQUIREMENTS: The technical requirements are normally given as generic in nature, where a company’s part is listed, no exceptions or substitutions will be accepted, unless stated otherwise in the RFB.

BID: Please use the attached Bid Form to submit your bid (an original (un-bound) and four copies are required).

DOCUMENTS INCLUDED IN THE REQUEST FOR BID:

- 1) Memo (1 Page)
- 2) RFB2015-5 (5 Pages)
- 3) Specifications (11 Pages)
- 4) Scope of Work (2 Pages)
- 5) Drawings (4 Pages)

- 6) Control Summary (8 pages)
- 7) References (2 Pages)
- 8) Bid Form (3 Pages)
- 9) Bid Bond (2 Pages)
- 10) Payment Bond (3 Pages)
- 11) Performance Bond (3 Pages)
- 12) Notice of Award (1 Page)
- 13) Notice to Proceed (1 Page)
- 14) Agreement (32 Pages)
- 15) Code of Ethics (30 Pages)

LOCAL VENDOR'S PREFERENCE:

Because bids awarded to Local Vendors contribute to the County's tax base and promote the local economy, the County has determined that, under certain circumstances described in this Section, Local Vendors shall be provided an additional privilege, whenever not otherwise prohibited by State law (including, but not limited to, public works and road construction projects as contemplated by Section 1-7(6) above), when bidding against non-Local Vendors.

For bids in the amount of \$25,000.00 or more, if a Local Vendor's bid shall meet all specifications and does not exceed four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding Local Vendor shall be offered three (3) business days from the opening of such bids in which to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor. If such Local Vendor shall not agree to match the low bid, then the next lowest Local Vendor, if any, shall be offered within three (3) business days thereafter to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor, and so on until all applicable Local Vendors are offered the opportunity to match the low bid.

**RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK (PROJECT #FG065)**  
**Barrow County Board of Commissioners**  
**Scope of Work**  
**Turnkey**

**Customer Responsibilities:**

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by “One Call” and irrigation systems and sprinkler heads. Musco or Contractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout.
4. Owner responsible for any power company fees and requirements. **(If necessary).**
5. Provide area on site for disposal of spoils from foundation excavation and area for existing wood poles. Areas will be defined at mandatory pre-bid.

**Bidding Contractor’s Responsibilities:**

1. Contractor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.
2. Provide required poles, fixtures, and foundations.
3. Provide a layout of pole locations and aiming diagram.
4. Provide Project Management as required.
5. Provide stamped foundation designs based on 2500psf soils.
6. Assume standard soils. Defined as soils that can be excavated using standard earth augering equipment.
7. Provide Payment and Performance Bonding.
8. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
9. Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
10. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
11. Obtain any required permitting.
12. Provide materials and equipment to add additional circuit breakers to existing panel if required.
13. Provide stamped electrical plans for Musco to review prior to fabrication if required.
14. Provide materials and equipment to mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring.
15. Provide dedicated breaker in distribution panel for surge protection device.
16. Provide materials and equipment to install all underground conduit, pull boxes etc, from underground junction box behind back stop to each pole location. (note: conduits are stubbed from service located by field 8 to 11 and field 7.)
17. Provide materials and equipment to install all cu wire from panel located by fields to each pole location. Terminate wire required per electrical code requirements.

18. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
19. Provide materials and equipment to install (12) LSS foundations as specified on Layout.
20. Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 75' or shorter should use a #2 bare copper conductor to the ground rod. Poles taller than 75' should use a #2/0 bare copper conductor. For standard clay soil, the ground rod must not be less than 5/8" x 8' long, driven vertically into the soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure resistance per NEC 250.56. If greater than 25 ohms, then install 2<sup>nd</sup> ground rod. Ground conductor to be attached by exothermic fusion welding.
21. Remove spoils to owner designated location at jobsite.
22. Provide materials and equipment to assemble (55) LSG fixtures and terminate all necessary wiring.
23. Provide equipment and materials to assemble and erect (12) LSS Poles.
24. Provide equipment and materials to install (2) Lighting Contactor Cabinet and terminate all necessary wiring. This will be mounted adjacent to service panel.
25. Provide step down transformer for 120v control circuit if not available.
26. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
27. Contractor will be responsible for removal of existing wood poles (fields 8 to 11 = 8 poles and field 7 = 8 poles). Please include pricing per the bid form. Location to leave wood poles will be specified by the Recreation Department.
28. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
  1. Check all Zones to make sure they work in both auto and manual mode.
  2. 1 hour comprehensive burn of all lights on each zone.
  3. Set base line for the DAS (Diagnostic Acquisition System)
  4. Provide startup and aiming as required to provide complete and operating sports lighting system.

**RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK (PROJECT #FG065)  
SPECIFICATIONS**

**SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for one baseball field at Barrow County Recreation Complex. The manufacturer/contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
  - 1. Baseball Field #7
  - 2. T-Ball (Fields 8-11)
  - 3. Control – Link Retrofit (See Section 2.5)
- D. The primary goals of this sports lighting project are:
  - 1. **Guaranteed Light Levels:** Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
  - 2. **Life-cycle Cost:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated.
  - 3. **Control and Monitoring:** To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.
  - 4. **Environmental Light Control:** It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players and spectators.

**1.2 LIGHTING PERFORMANCE**

- A. **Performance Requirements:** Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not drop below desired target values in accordance to IES RP-6-01, Page 5, Maintained Average Illuminance and shall be guaranteed for the full warranty period. Hours of usage shall comply with the following:

<b>Area of Lighting</b>	<b>Annual Usage Hours</b>	<b>25 Year Usage Hours</b>
Baseball Field #7	300	7500
T-ball (Fields 8-11)	300	7500

- B. **Mounting Heights:** To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as specified in chart below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

<b># of Poles</b>	<b>Pole Designation</b>	<b>Pole Height</b>
4	A1,A2,C1,C2	70'
2	B1,B2	70'
6	T-Ball Poles	60'

C. **Lighting Methodology:** There are two methods that will be considered for calculation of the lighting designs for this project. The approved Lighting Method #1, automated timed power adjustments, as described in C.1 utilizes methodology that adjusts light levels through a series of programmed adjustments. The alternate Lighting Method #2, continuous depreciating light, as described in C.2 uses continuous lamp lumen depreciation which is recovered by relamping and cleaning lenses of the luminaires. Computer models shall reflect initial design lumens, end of life design lumens, recoverable light loss factor (RLLF), and the Coefficient Utilization (CU) for the design. Both methods must be at or above target illumination levels throughout the 25 years of the contract/warranty provided by the manufacturer. A +/- 10% design/testing allowance is **NOT** permitted in the design logic.

1. **Lighting Method #1: Automated Timed Power Adjustments:**

- a. The lighting system shall use automated timed power adjustments to achieve a lumen maintenance control strategy as described in the IESNA Lighting Handbook 10th Edition, Lighting Controls Section page 16-8: "Lumen maintenance involves adjusting lamp output over time to maintain constant light output as lamps age and dirt accumulation reduces luminaire output. With lumen maintenance control, either lamps are dimmed when new, or the lamp's current is increased as the system ages."
- b. Manufacturers bidding an automated timed power adjustment system must provide an independent test report certifying the system meets the lumen maintenance control strategy above and verifying the field performance of the system for the duration of the useful life of the lamp based on lamp replacement hours. Report shall be signed by a licensed professional engineer with outdoor lighting experience. If report is not provided at least 10 days prior to bid opening, the manufacturer shall provide the initial and maintained designs called for in this specification under Lighting Method #2: Alternate Manufacturers, section 1.2.C.2.
- c. Project References: Manufacturers bidding any form of Automated Timed Power Adjustment light system must provide a minimum of ten (10) project references within the state of Georgia that have been completed within the last 12 months utilizing this exact technology. Manufacturer will include project name, project city, and if requested, contact name and contact phone number for each reference.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Field #7	Infield – 30fc	2.0:1.0	25	20' x 20'
	Outfield – 20fc	2.5:1.0	215	20' x 20'
T-Ball (Fields 8-11)	30fc	3.0:1.0	228	20' x 20'

2. **Lighting Method #2 – Continuous Depreciating Light**

- a. The lighting system shall use continuous lamp lumen depreciation which is recovered by relamping and cleaning lenses of the luminaires. Manufacturer shall provide computer models for initial illumination level and target illumination levels on the field over 25 years. The specified maximum Recoverable Light Loss Factor (RLLF) of .69 and maintenance/group relamping schedule shall be provided in accordance with recommendations in the Leukos Abstract Volume 6, Number 3, January 2010, page 183-201: "Light Loss Factors for Sports Lighting", and presented at the 2009 IESNA Annual Conference.

1500w Luminaire RLLF Requirements

Lamp Replacement Interval (hours)	Recoverable Light Loss Factor (RLLF)
2,100	.69

- b. Independent Test Report: If lamp replacement interval is greater than 3,000 hours for 1500 watt lamps, manufacturer shall supply an independent test report with lumen depreciation over proposed lamp life, initial lumens, and end of life lumens.
- c. Based on anticipated hours of usage (300 hours per year), Method #2 systems would require a minimum of 3 group lamp replacements over the 25 years.

Area of Lighting	25 Year Usage Hours	25 Year Group Relamps Required
Baseball Field #7	7,500	3
T-Ball (Fields 8-11)	7,500	3

Area of Lighting	Average Initial Illumination Levels	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Field #7	Infield – 72.5fc	50fc	2.0:1.0	25	30' x 30'
	Outfield – 43.5fc	30fc	2.5:1.0	82	30' x 30'
T-Ball (Fields 8-11)	43.5fc	30fc	3.0:1.0	228	20' x 20'

- d. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing if increased power is required which exceeds specified design loads.

### 1.3 **LIFE CYCLE COSTS**

Manufacturer shall submit 25-year life cycle cost calculation as outlined in the required submittal information.

Lamp replacement schedule per charts below:

Lighting Method 1 Lamp Replacement	Lighting Method 2 Lamp Replacement
5,000 hour intervals	2,100 hour intervals

## **PART 2 – PRODUCT**

### 2.1 **SPORTS LIGHTING SYSTEM CONSTRUCTION**

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
1. Galvanized steel poles and crossarm assembly. Alternate: Concrete pole with a minimum of 8,000 psi and installed with concrete backfill will be an acceptable alternative provided building code, wind speed and foundation designs per specifications are adhered to.
  2. Non-approved pole technology:
    1. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
  3. Pre-stressed concrete base embedded in concrete backfill allowed to cure for 12-24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied unless shorter cure time approved by structural engineer of record.

4. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
  5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10 feet above grade. The enclosures shall be touch-safe and include ballast, capacitor and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral ballast fixtures will not be accepted.
  6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
  7. All luminaires, visors, and crossarm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment
  8. Control cabinet to provide remote on-off control and monitoring of the lighting system. Cabinet shall be constructed of aluminum and be rated NEMA Type 4. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
  9. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
- D. Safety: All system components shall be UL listed for the appropriate application.

## **2.2 ELECTRICAL**

- A. Electric Power Requirements for the Sports Lighting Equipment:
  1. Electric power: 480 Volt, 3 Phase
  2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The average kW consumption for the field lighting system shall be 86 kW or less.
- C. Revised Electrical Distribution: Manufacturer shall provide, at their cost, revised electrical distribution plans to include changes to service entrance, panel, and wire sizing if using Lighting Method 2.

## **2.3 STRUCTURAL PARAMETERS**

- A. Wind Loads: Wind loads shall be based on the 2009 International Building Code. Wind loads to be calculated using ASCE 7-05, a design wind speed of 90mph, exposure category C and wind importance factor of 1.0.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report. If a geotechnical report is not available the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2009 IBC Table 1806.2.
- C. Foundation Design: The foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2006 IBC Table 1804.2.

## **2.4 CONTROL SYSTEM**

- A. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- B. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- C. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of lamp outages, control operation and service scheduling including relamping operations completed and scheduled. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility
  - 2. Current lamp hours: shall be tracked separately to reflect the amount of hours on the current set of lamps being used, so relamping can be scheduled accurately.
  - 3. Report hours saved by using early off and push buttons by users.
- D. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

## 2.5 **CONTROL LINK RETRO-FIT**

### A. REMOTE LIGHTING CONTROL SYSTEM

- 1. This section includes the remote lighting control system suitable for control of remote equipment using a nationwide communication network. Software features are tailored to control equipment in parks and recreation facilities but not limited to these applications. The remote equipment controllers shall be suitable for control of electrical equipment in multiple locations.

#### **Acceptable Manufacturers**

The basis of design is the Control-Link Series by Musco. Similar systems from other manufacturers, that fully meet the functional and performance requirements listed herein, will be considered. A detailed line-by-line compliance comparison of any alternate system shall be submitted 10-days prior to bid date for the engineer's review. Exceptions and non-compliance shall be clearly identified. It is the sole responsibility of the electrical contractor to ensure and demonstrate that any alternate equipment meets these specifications.

### B. STANDARDS

- 1. The lighting control system shall be UL Listed under UL508 – Industrial Control Equipment.
- 2. All lighting control equipment shall be in compliance with FCC Emission Standards specified in Part 15 Subpart J for Class A applications. Each element of the lighting control system is subject to FCC rules and will comply with the rules prior to delivery.

### C. SUBMITTALS

Submittal documentation shall be furnished by the manufacturer for approval by the engineer and must be approved in writing prior to shipment of any equipment from the manufacturer. The submittal shall consist of:

- 1. Bill of Materials - An itemized list of materials.
- 2. Shop Drawings - Dimensional drawings and product data sheets for equipment provided.
- 3. Typical Wiring Diagrams - Typical wiring diagrams showing component connections.
- 4. Control System Summary – Shows switching schedule and circuits that are grouped together.

#### D. CONTROL EQUIPMENT

The lighting control manufacturer shall provide a factory assembled, wired, and tested control cabinet(s) with the following features at a minimum:

1. Onsite memory - The controller must accept and store 7-day schedules.
2. Zone capabilities - Each controller must be able to control up to seven (7) zones. A zone is a collection of circuits that are controlled together. For instance, a field with six circuits (light banks) can be controlled as one zone.
3. Individual zone control - Each zone shall be individually controlled; it shall be the responsibility of the lighting control manufacturer to provide a sufficient number of controllers at each location to fulfill the operational requirements as specified for this project.
4. Manual Off-On-Auto Switch and contactor status feedback - The controller must be able to determine the switch position (Manual or Auto) and the contactor status (open or closed) and report these two items back to the central command hub.
5. Operating ambient temperature range: -20°C to 60°C.
6. Field replaceable electronic assemblies - All electronic assemblies are to be mounted on panels to allow for easy field maintenance.
7. NEMA 4 enclosure - Each contactor cabinet must be a NEMA 4 enclosure with lockable cover which shall contain all electronic equipment and contain no prepunched knockouts.
8. Future enhancements - As new technologies are developed, manufacturer may incorporate new features and capabilities to the controller. These enhancements to the controller shall be transparent to the end user and will be provided as part of the service and warranty contract.
9. Power outage recovery - The controller firmware shall protect against power outages and memory loss. Once power is regained, the controller shall reboot and execute any on/off commands that would have occurred during the outage.

#### E. COMMUNICATION EQUIPMENT

1. Communication link - The manufacturer shall be responsible for providing and maintaining a communication link in order to send and affect schedules, and receive reports.
2. Communication link requirements - The communication link must be a TCP/IP type connection for 2-way realtime communication.

#### F. CUSTOMER SUPPORT SERVICES

1. Management reports - The central command hub shall generate reports confirming the operating schedules per site and per user that will be made available via the Internet.
2. Website scheduling and training - Manufacturer shall maintain and support a basic website specific to this system where the owner can access schedules and download user manuals.
3. Technical support - Technical help via telephone, fax, or email shall be available 24 hours per day, 7 days per week.
4. Commissioning - The manufacturer shall supply factory-authorized representatives to start up all equipment and demonstrate full compliance with this specification. They shall verify that all supplied components have been properly installed and connected.
5. Training - The manufacturer shall train the owner's representatives on the remote equipment controllers, including all user functions.
6. Telephone override - Any pre-authorized user may call the central command hub toll-free and request an immediate schedule change.

#### G. MANUAL OFF-ON/AUTO SELECTOR SWITCHES (REMOTE)

1. Onsite manual control switches - Three position selector switches (Off-On-Auto) shall be factory-mounted in a separate NEMA 4 rated enclosure. The switches shall be keyed and maintain position, with make-before-break contacts and mounted on a swing-out sub-panel. A legend plate shall clearly identify the zone and position of each switch. Switches shall be factory-wired. The back panel shall include fusing to protect the switches and plug-in connectors for the factory wire harnesses.
2. Operation - The OFF-ON-AUTO switches shall operate as follows: The three position switch will control each lighting zone which controls the contactor(s) directly. In the OFF position all contacts are open. In the ON position the ON set of contacts close, closing the contactor. In the AUTO position, the AUTO contacts are closed, and the Controller will operate the contactor. The Controller will operate the contactor. The ON contacts are open in this position. The contacts on the OFF-ON-AUTO switch are make-before-break so that the switch may be moved between ON and AUTO without de-energizing the circuit.

#### H. SCHEDULING

1. Web-based scheduling - Scheduling shall be performed by the customer via a manufacturer maintained web site. Access to the web site shall be protected by a customer defined users list and individual passwords.

Scheduling via the website shall include the following features:

- Scheduling may be done daily, weekly or monthly. The scheduling database shall be able to store scheduling data more than a year in advance
  - A typical schedule shall be entered into the system by selecting facility/zone, the start and end time, and the start and end dates for the schedule to operate in. This allows the same schedule to be used for consecutive days without separate entries.
  - A recurring scheduling may be entered by indicating the day(s) of the week, (i.e. Monday, Wednesday and Friday) start and end time and the start and end date for the recurring cycle. A 'no end date' option shall be available for schedules that need to run continuous without change.
  - The start and end time may be selected in 15 minute increments or as sunset and sunrise. The actual sunset and sunrise shall be calculated for each scheduled date and displayed on the schedule as such.
2. Schedule support - Skilled operators shall be available toll-free 24 hours per day, 7 days a week to monitor customer schedules and shall have the ability to override the current schedule and send commands directly to the control and monitoring cabinet(s) to turn the lights on or off.

#### I. WARRANTY

##### **25-YEAR WARRANTY**

- A. Each manufacturer shall supply a signed warranty covering the entire system for 25 years OR for the maximum hours of coverage based on the estimated annual usage, whichever occurs first. Warranty shall guarantee light levels will not fall below target maintained levels. A +/- 10% design/testing allowance will not be allowed. Warranty shall also cover: lamp replacements, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.
- B. Group lamp replacements for Method 1 systems (Time Powered Adjustment) must occur at end of useful life of lamp as stated by manufacturer. Group lamp replacements for Method 2 systems (Continuous Depreciating Light) must relamp every 2,100 hours.
- C. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and lamp outage for 25 years from the date of equipment shipment. Individual

lamp outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

## J. INSTALLATION

### **Contractor-Responsibilities**

Contractor shall design, supply and install the electrical system to meet the circuit wiring requirements shown on the Control System Summary / switching schedule provided by the manufacturer. The manufacturer shall supply detailed installation instructions for installation of the control system.

## **PART 3 – EXECUTION**

### **3.1 SOIL QUALITY CONTROL**

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
1. Providing engineered foundation embedment design by a registered engineer in the State of Georgia for soils other than specified soil conditions;
  2. Additional materials required to achieve alternate foundation;
  3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

### **3.2 DELIVERY TIMING**

Delivery Timing Equipment On-Site: The equipment must be on-site 4 – 6 weeks from receipt of approved submittals and receipt of complete order information.

### **3.3 FIELD QUALITY CONTROL**

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04. For Lighting Method 1, Timed Power Adjustment systems, light levels must be measured and exceed the specified target levels. For Lighting Method 2, light levels must be measured and meet the specified initial light levels.
- B. Field Light Level Accountability
1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 Years.
  2. Initial light test certification at project completion shall be conducted by a third party State of Georgia Electrical Engineer (P.E.), if requested by owner. Light meter specification shall be Gossen Mavloux 5032B or 5032C and shall be up to date on calibration at time of light test.
  3. The contractor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner's light meter, if requested, in the presence of the owner.
  4. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including illumination levels, uniformity ratios, and maximum energy consumption do not conform to the requirements of the performance specifications and submitted information, the manufacturer shall be liable to any or all of the following:
1. Manufacturer shall at his expense provide and install any necessary additional luminaires to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
  2. Manufacturer shall minimize the Owner's additional long term luminaire maintenance and energy consumption costs created by the additional luminaires by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional luminaire required.

3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications

#### **3.4 25-YEAR WARRANTY**

- D. Each manufacturer shall supply a signed warranty covering the entire system for 25 years OR for the maximum hours of coverage based on the estimated annual usage, whichever occurs first. Warranty shall guarantee light levels will not fall below target maintained levels. A +/- 10% design/testing allowance will not be allowed. Warranty shall also cover: lamp replacements, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.
- E. Group lamp replacements for Method 1 systems (Time Powered Adjustment) must occur at end of useful life of lamp as stated by manufacturer. Group lamp replacements for Method 2 systems (Continuous Depreciating Light) must relamp every 2,100 hours.
- F. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and lamp outage for 25 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

**REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS 10 DAYS PRIOR TO BID**

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.**

Submitting as:       **Lighting Method 1**       **Lighting Method 2**

Yes/No	Tab	Item	Description
	<b>A</b>	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	<b>B</b>	Equipment Layout	Drawing(s) showing field layouts with pole locations
	<b>C</b>	On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. Manufacturer's using Lighting Method 2 shall provide both initial and maintained light scans using a maximum recoverable light loss factor (RLLF) as specified in section 1.2.C.2 and shall be shown on lighting design.
	<b>D</b>	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	<b>E</b>	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	<b>F</b>	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Georgia, if required by owner.
	<b>G</b>	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system to include monitoring. They will also provide ten (10) references currently using proposed system in the state of Georgia.
	<b>H</b>	Electrical Distribution Plans	Manufacturer using Lighting Method 2 must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Georgia.
	<b>I</b>	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of Georgia.
	<b>J</b>	Independent Testing Report	a. Lighting Method 1 is to provide an independent test report certifying the system meets the lumen maintenance control strategy defined in Section 1.2.C.1.a, verifying the field performance of the system for the duration of the useful life of the lamp based on lamp replacement hours. Report shall be signed by a licensed professional engineer with outdoor lighting experience. b. If Manufacturer using Lighting Method 2 desires to provide a recoverable light loss factor other than specified in section 1.2.C.2, Independent field test report from licensed professional engineer will be required to substantiate the ability to maintain light levels in accordance with section 1.7-A of the specification. Both initial and maintained light scans must still be provided. Independent Engineer conducting the report must have no affiliation with the manufacturer and report must be based on actual testing data. Testing must be done on the system as a whole, not on individual components.

	<b>K</b>	Project References	Manufacturer to provide a list of ten (10) projects where the technology and specific fixture proposed for this project has been installed in the state of Georgia. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number. Manufacturer bidding Lighting Method 2 must supply independent test report if lamp life relamping projection is greater than 2,100 hours.
	<b>L</b>	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	<b>M</b>	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
	<b>N</b>	Life-cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system including spot lamp replacement and group relamping costs must be included in the warranty. All costs should be based on 25 Years. (complete table below)

			Lighting Method 1	Lighting Method 2
a.	<b>Luminaire energy consumption</b>			
	_____ luminaires x _____ kW demand per luminaire x _____ kWh rate x <u>300</u> annual usage hours x 25 years			
	<b>TOTAL 25 -Year Life-cycle Operating Cost</b>	=		

The information supplied herein shall be used for the purpose of complying with the specifications for Barrow County Recreation Complex. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

**Manufacturer:** \_\_\_\_\_

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

**Contact Name:** \_\_\_\_\_

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

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

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



# Control System Summary

## Project Information

### Project Specific Notes:

Project #: 155065  
 Project Name: Barrow County Recreation Complex  
 Date: 02/18/15  
 Project Engineer: Curt Lamberson  
 Sales Representative: Jeremy Jordan  
 Control System Type: Control and Monitoring  
 Communication Type: Digital Cellular  
 Scan: 155065B, 155065A\_1  
 Document ID: 155065P1V2-0218095039  
 Distribution Panel Location or ID: Barrow T-Ball  
 Total # of Distribution Panel Locations for Project: 2  
 Design Voltage/Hertz/Phase: 480/60/3  
 Control Voltage: 120

## Equipment Listing

DESCRIPTION	APPROXIMATE SIZE	
1. Control and Monitoring Cabinet	24 X 48	
2. Surge Protection Device	6 X 10	
	QTY	SIZE
Total Contactors	6	30 AMP
Total Off/On/Auto Switches:	1	

### Materials Checklist

#### Contractor/Customer Supplied:

- A single control circuit must be supplied per distribution panel location.
  - If the control voltage is NOT available, a control transformer is required.
- Electrical distribution panel to provide overcurrent protection for circuits
  - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring:
  - Dedicated control power circuit
  - Power circuit to and from lighting contactors
  - Monitoring circuit from surge protection device to Control and Monitoring cabinet 1
  - Harnesses for cabinets at remote locations
  - Means of grounding, including lightning ground protection
- Electrical conduit wireway system
  - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Control circuit lock-on device to prevent unauthorized power interruption to control power
- Anti-corrosion compound to apply to ends of wire, if necessary

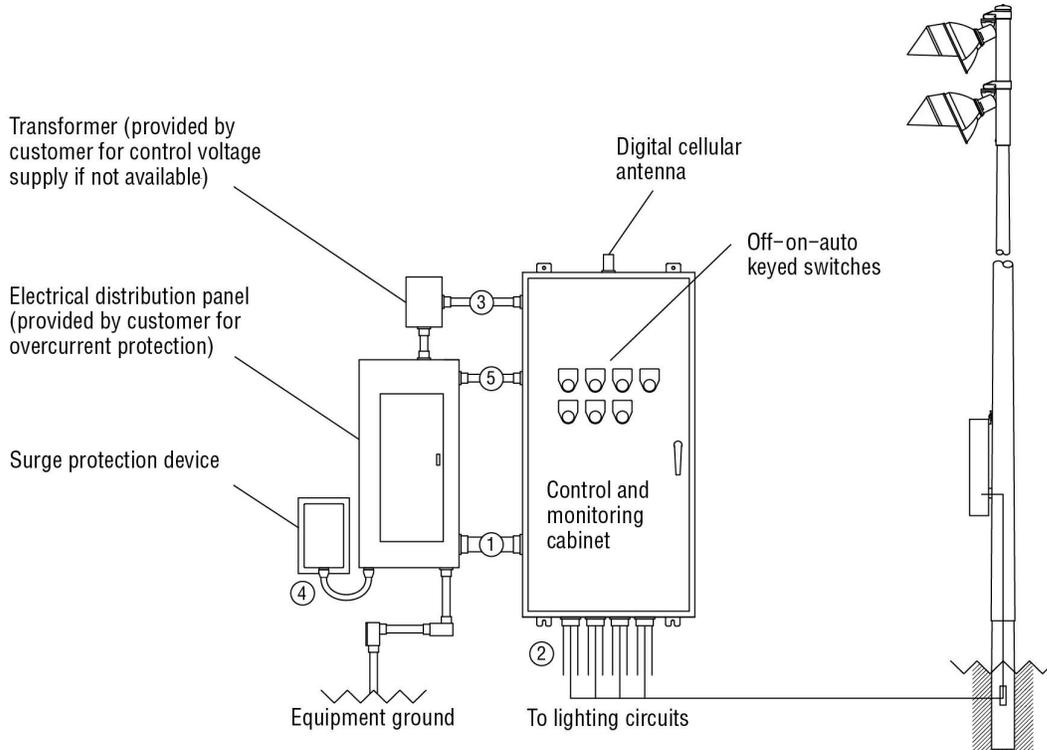
Call Control-Link Central(TM) operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.  
 Note: Activation may take up to 1 1/2 hours

### IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's ballast enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

*NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements*

## Control•Link® Control and Monitoring System



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A – E
2	Load power to lighting circuits	Note A	Note B	N/A	No	A – D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D
4	Surge protection device to distribution panel	--	--	N/A	Yes	F
5	Surge protection device monitoring	3	14	N/A	Yes	C, D, F

R60-32-00\_B

- Notes:
- A. Voltage and phasing per the notes on cover page.
  - B. Calculate per load and voltage drop.
  - C. All conduit diameters should be per code.
  - D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
  - E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
  - F. Refer to surge protection device installation instructions for more details on equipment information and the installation requirements.

**IMPORTANT:** Control (3) and monitoring (5) wires must be in separate conduit from line and load power wiring (1, 2).



# Control System Summary

Barrow County Recreation Complex / 155065 - 155065B  
Barrow T-Ball - Page 3 of 8

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Form: T-5030-1

## SWITCHING SCHEDULE

Field/Zone Description	Zones
T-Ball	1

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 2058.0
	SEALED: 246.8

BALLAST SPECIFICATIONS .90 Minimum Power Factor	VOLTAGE: 480v THREE PHASE						
BALLAST OPERATING VOLTAGE	208	220	240	277	347	380	480
1500 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	8.6	8.3	7.5	6.5	5.1	4.7	3.7
1000 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	6.5	6.4	5.8	4.9	4.0	3.6	2.9

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A1	T-Ball	4	11.1	30	C1	1
A2	T-Ball	4	11.1	30	C2	1
B1	T-Ball	5	14.8	30	C3	1
B2	T-Ball	6	14.8	30	C4	1
C1	T-Ball	6	14.8	30	C5	1
C2	T-Ball	6	14.8	30	C6	1



# Control System Summary

Barrow County Recreation Complex / 155065 - 155065B  
 Barrow T-Ball - Page 4 of 8

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 Form: T-5030-1

## PANEL SUMMARY

CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A1	11.10		
1	1	C2	Pole A2	11.10		
1	1	C3	Pole B1	14.80		
1	1	C4	Pole B2	14.80		
1	1	C5	Pole C1	14.80		
1	1	C6	Pole C2	14.80		

## ZONE SCHEDULE

ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	T-Ball	A1	C1
			A2	C2
			B1	C3
			B2	C4
			C1	C5
			C2	C6



# Control System Summary

## Project Information

### Project Specific Notes:

Project #: 155065  
 Project Name: Barrow County Recreation Complex  
 Date: 02/18/15  
 Project Engineer: Curt Lamberson  
 Sales Representative: Jeremy Jordan  
 Control System Type: Control and Monitoring  
 Communication Type: Digital Cellular  
 Scan: 155065B,155065A\_1  
 Document ID: 155065P1V2-0218095039  
 Distribution Panel Location or ID: Barrow Field 7  
 Total # of Distribution Panel Locations for Project: 2  
 Design Voltage/Hertz/Phase: 480/60/3  
 Control Voltage: 120

## Equipment Listing

DESCRIPTION	APPROXIMATE SIZE	
1. Control and Monitoring Cabinet	24 X 48	
2. Surge Protection Device	6 X 10	
	QTY	SIZE
Total Contactors	6	30 AMP
Total Off/On/Auto Switches:	1	

### Materials Checklist

#### Contractor/Customer Supplied:

- A single control circuit must be supplied per distribution panel location.
  - If the control voltage is NOT available, a control transformer is required.
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  - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring:
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  - Power circuit to and from lighting contactors
  - Monitoring circuit from surge protection device to Control and Monitoring cabinet 1
  - Harnesses for cabinets at remote locations
  - Means of grounding, including lightning ground protection
- Electrical conduit wireway system
  - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Control circuit lock-on device to prevent unauthorized power interruption to control power
- Anti-corrosion compound to apply to ends of wire, if necessary

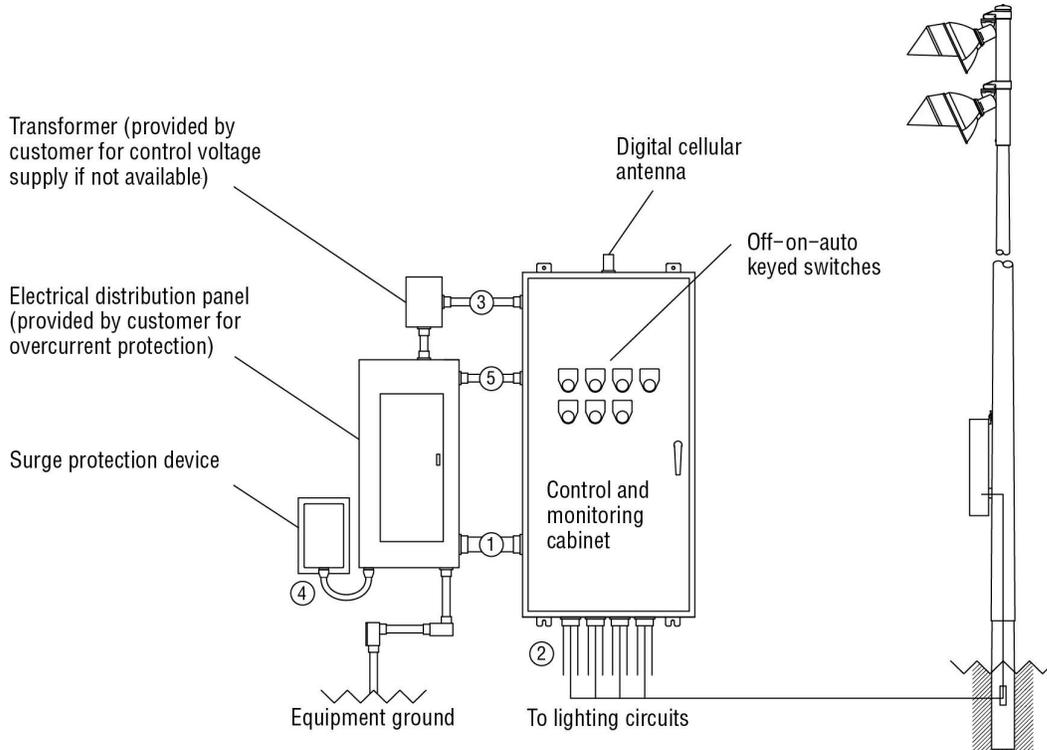
Call Control-Link Central(TM) operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.  
 Note: Activation may take up to 1 1/2 hours

### IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's ballast enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

*NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements*

## Control•Link® Control and Monitoring System



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
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2	Load power to lighting circuits	Note A	Note B	N/A	No	A – D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D
4	Surge protection device to distribution panel	--	--	N/A	Yes	F
5	Surge protection device monitoring	3	14	N/A	Yes	C, D, F

R60-32-00\_B

- Notes:
- A. Voltage and phasing per the notes on cover page.
  - B. Calculate per load and voltage drop.
  - C. All conduit diameters should be per code.
  - D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
  - E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
  - F. Refer to surge protection device installation instructions for more details on equipment information and the installation requirements.

**IMPORTANT:** Control (3) and monitoring (5) wires must be in separate conduit from line and load power wiring (1, 2).



# Control System Summary

Barrow County Recreation Complex / 155065 - 155065A\_1  
Barrow Field 7 - Page 7 of 8

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Form: T-5030-1

## SWITCHING SCHEDULE

Field/Zone Description	Zones
Field 7	1

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 2058.0
	SEALED: 246.8

BALLAST SPECIFICATIONS .90 Minimum Power Factor	VOLTAGE: 480v THREE PHASE						
	208	220	240	277	347	380	480
BALLAST OPERATING VOLTAGE							
1500 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	8.6	8.3	7.5	6.5	5.1	4.7	3.7
1000 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	6.5	6.4	5.8	4.9	4.0	3.6	2.9

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A3	Field 7	3	7.4	30	C1	1
A4	Field 7	3	7.4	30	C2	1
B3	Field 7	5	14.8	30	C3	1
B4	Field 7	5	14.8	30	C4	1
C3	Field 7	4	11.1	30	C5	1
C4	Field 7	4	11.1	30	C6	1



# Control System Summary

Barrow County Recreation Complex / 155065 - 155065A\_1  
 Barrow Field 7 - Page 8 of 8

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 Form: T-5030-1

## PANEL SUMMARY

CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
2	2	C1	Pole A3	7.40		
2	2	C2	Pole A4	7.40		
2	2	C3	Pole B3	14.80		
2	2	C4	Pole B4	14.80		
2	2	C5	Pole C3	11.10		
2	2	C6	Pole C4	11.10		

## ZONE SCHEDULE

ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Field 7	A3	C1
			A4	C2
			B3	C3
			B4	C4
			C3	C5
			C4	C6

### EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	70'	-	70'	1500W MZ	3	3	0
2	B3-B4	70'	-	70'	1500W MZ	5	5	0
2	C3-C4	70'	-	70'	1500W MZ	4	4	0
6	TOTALS					24	24	0



### MY PROJECT

**Name:** Barrow County Recreation Complex  
**Location:** Winder, GA

### GRID SUMMARY

**Name:** Field 7  
**Size:** 315'/315'/315' - basepath 60'  
**Spacing:** 20.0' x 20.0'  
**Height:** 3.0' above grade

### CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>30</b>	<b>20</b>
Scan Average:	32.8	22.1
Maximum:	38	31
Minimum:	26	14
Avg / Min:	1.28	1.55
<b>Guaranteed Max / Min:</b>	<b>2.5</b>	<b>3</b>
Max / Min:	1.50	2.21
UG (adjacent pts):	1.20	1.93
CU:	0.66	
No. of Points:	25	203

LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Design Usage Hours:	5,000 hours
Design Lumens:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	24
Avg KW:	37.54 (40.8 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

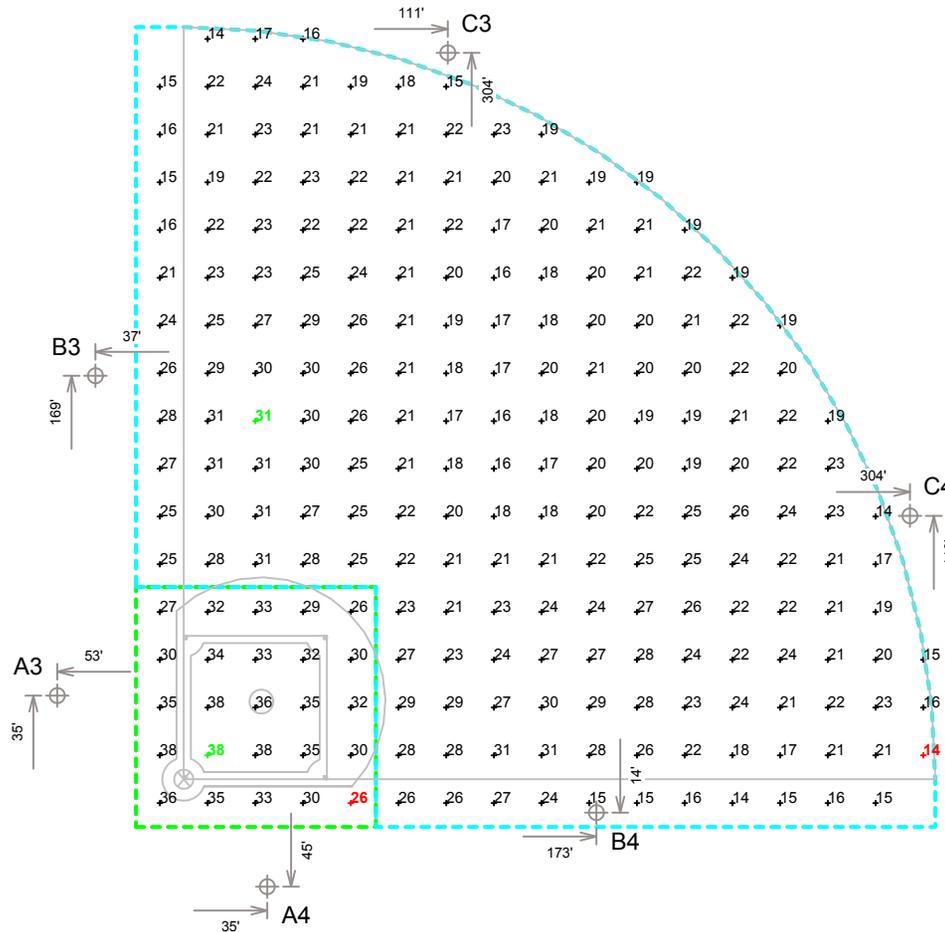
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

### ENGINEERED DESIGN

**By:** Brett Nieuwsma  
**File # / Date:** 155065A\_1 18-Feb-15

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SCALE IN FEET 1 : 80



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



**MY PROJECT**

Name: Barrow County Recreation Complex  
 Location: Winder, GA

**EQUIPMENT LAYOUT**

**INCLUDES:**

· Field 7

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

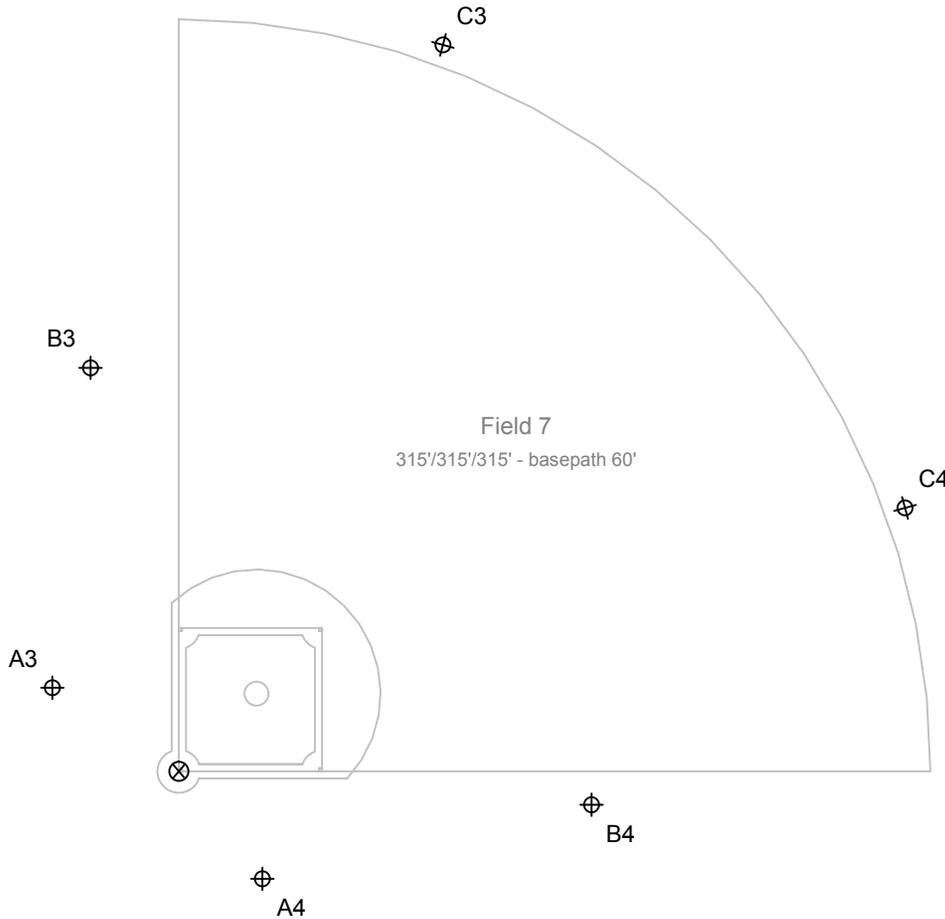
**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	Pole			Luminaires		QTY / POLE
	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	
2	A3-A4	70'	-	70'	1500W MZ	3
2	B3-B4	70'	-	70'	1500W MZ	5
2	C3-C4	70'	-	70'	1500W MZ	4
6	TOTALS					24

**SINGLE LUMINAIRE AMPERAGE DRAW CHART**

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7	3.7



SCALE IN FEET 1 : 80



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

**ENGINEERED DESIGN**

By: Brett Nieuwsma  
 File # / Date: 155065A\_1 18-Feb-15

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### EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	1500W MZ	4	4	0
1	B1	60'	-	60'	1500W MZ	5	5	0
3	B2, C1-C2	60'	-	60'	1500W MZ	6	6	0
6	TOTALS					31	31	0



### MY PROJECT

**Name:** Barrow County Recreation Complex  
**Location:** Winder, GA

### GRID SUMMARY

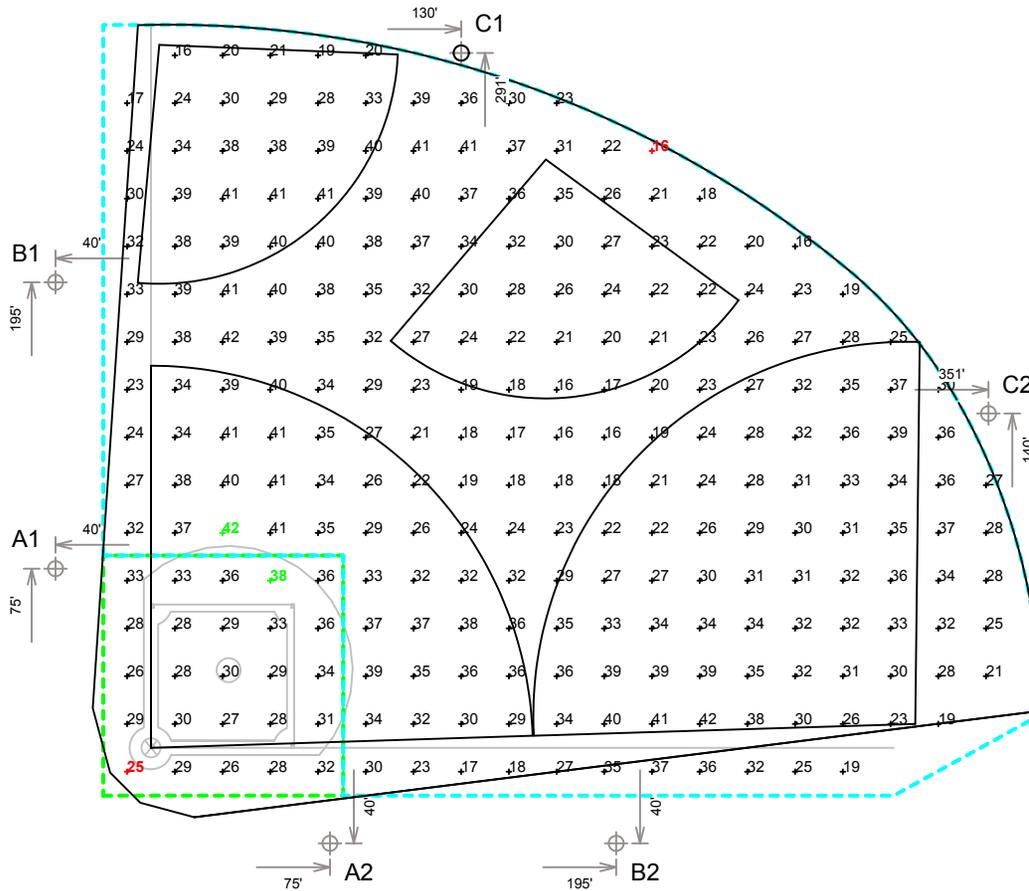
**Name:** T-Ball  
**Size:** Irregular  
**Spacing:** 20.0' x 20.0'  
**Height:** 3.0' above grade

### CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>30</b>	<b>30</b>
Scan Average:	30.4	30.1
Maximum:	38	42
Minimum:	25	16
Avg / Min:	1.23	1.93
<b>Guaranteed Max / Min:</b>	<b>3</b>	<b>3</b>
Max / Min:	1.52	2.72
UG (adjacent pts):	1.23	1.74
CU:	0.73	
No. of Points:	25	228

LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Design Usage Hours:	5,000 hours
Design Lumens:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	31
Avg KW:	48.48 (52.7 max)



**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

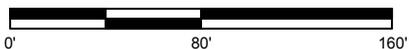
### ENGINEERED DESIGN

**By:** Brett Nieuwsma  
**File # / Date:** 155065B 18-Feb-15

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SCALE IN FEET 1 : 80



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



**MY PROJECT**

Name: **Barrow County Recreation Complex**  
 Location: **Winder,GA**

**EQUIPMENT LAYOUT**

**INCLUDES:**

- Softball

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

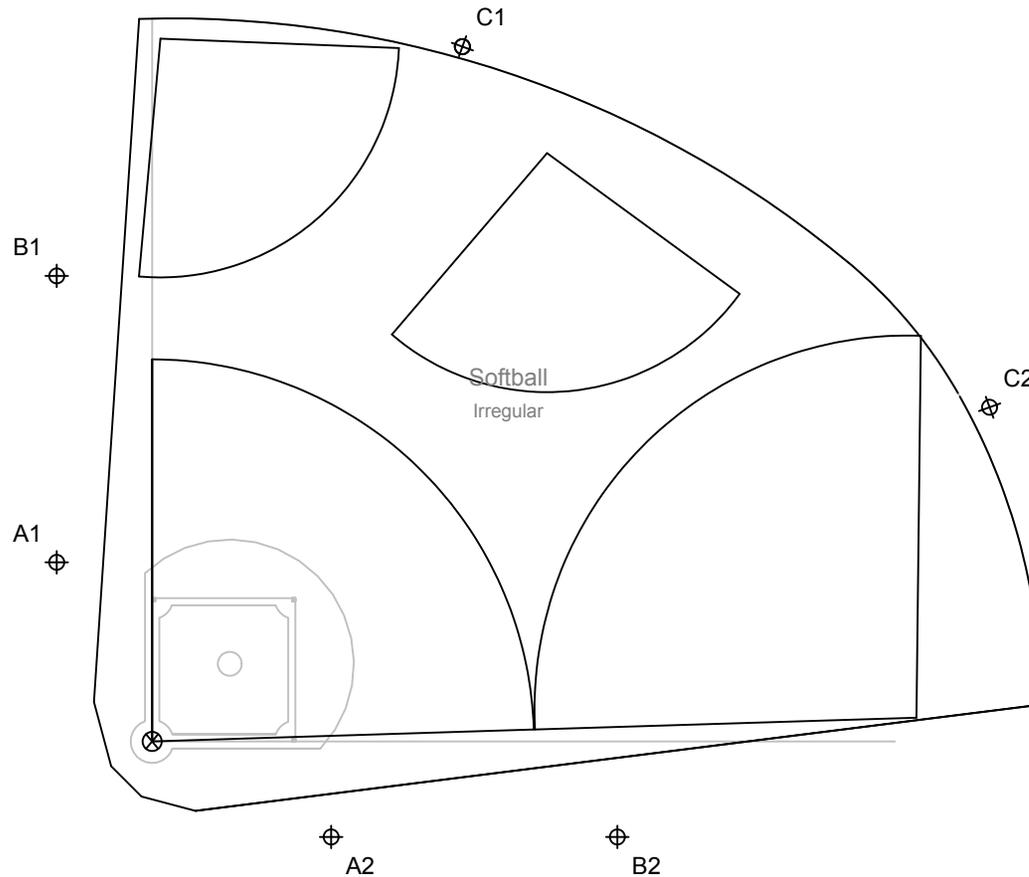
**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	Pole		Luminaires		QTY / POLE	
			GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE			
2	A1-A2	60'	-	60'	1500W MZ	4		
1	B1	60'	-	60'	1500W MZ	5		
3	B2, C1-C2	60'	-	60'	1500W MZ	6		
6	<b>TOTALS</b>						31	

**SINGLE LUMINAIRE AMPERAGE DRAW CHART**

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage							
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7	3.7



**ENGINEERED DESIGN**

By: **Brett Nieuwsma**  
 File # / Date: **155065B** 18-Feb-15

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SCALE IN FEET 1 : 80



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

**REQUEST FOR BIDS  
RFB2015-5**

**SPORTS LIGHTING – VICTOR LORD PARK  
(PROJECT #FG065)  
BARROW COUNTY, GEORGIA  
REFERENCES**

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**REFERENCES – PAGE 2**  
**RFB2015-5**

**SPORTS LIGHTING – VICTOR LORD PARK (PROJECT #FG065)**

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_

\_\_\_\_\_

# BID FORM

FOR THE

## RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK (PROJECT #FG065)

BIDS ARE DUE AT 12:00 P.M., APRIL 29, 2015 at Barrow County Board of Commissioners  
30 North Broad Street, Clerk's Office,  
Winder, Georgia 30680

Having thoroughly reviewed the bid documents and verifying existing conditions at the project site, I/we propose to furnish all labor, tools, equipment and materials for the complete execution of the Specifications included in this Request for Bid. Please list pricing below for each requested option:

Field 7 (To include all new equipment and removal of 8 existing wood poles per specifications attached in the RFB). \$ \_\_\_\_\_

Fields 8-11 (To include all new equipment and removal of 16 existing wood poles per specifications attached in the RFB). \$ \_\_\_\_\_

Fields 7-11 (To include all new equipment and removal of 16 existing wood poles per specifications attached in the RFB). \$ \_\_\_\_\_

Control Link Retrofit – Fields 1-4 (As outlined on Page 6, Section 2.5 reusing existing electrical system). \$ \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature-When signed, this bid is legal and binding to the Barrow County Board of Commissioners and acknowledges that ALL Specifications, Terms and Conditions and/or instructions to Bidders have been read and understood).

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number)

Include and attached is a Bid Bond in the amount of not less than 5% of the base bid.

Included in the amount above is the sum of \$\_\_\_\_\_ for providing a Performance and Payment Bond for 100% of the total base bid. Same shall be provided by a surety corporation licensed in the State of Georgia and a certified Power of attorney shall be attached.

### **ADDENDUM ACKNOWLEDGMENT**

Addendum # 1 \_\_\_\_\_

Addendum # 2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_

Addendum #5 \_\_\_\_\_

Addendum #6 \_\_\_\_\_

# BID BOND

## 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 than 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

SURETY

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title:

Signature and Title:  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title:

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.

# **PAYMENT BOND**

## **BARROW COUNTY, GEORGIA**

**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, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK (PROJECT #FG065), (hereinafter referred to as “the PROJECT”).

**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 Subcontractor, 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 Subcontractor 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 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_ (SEAL)

(Signatures Continued on Next Page)

Attest:

\_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_

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

(ATTACH SURETY'S POWER OF ATTORNEY)

# PERFORMANCE BOND

## BARROW COUNTY, GEORGIA

**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, dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_ which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK (PROJECT #FG065), (hereinafter referred to as “the PROECT”).

**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 of 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) 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 any and 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, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

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

Title: \_\_\_\_\_

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT TITLE: RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK (PROJECT # FG065)**

Barrow County Board of Commissioners (Owner) has considered the Bid submitted by you for the above described Project which was opened and read on \_\_\_\_\_, 2015. You are hereby notified that your Bid has been accepted for the Project in the amount of \$\_\_\_\_\_ dollars.

You are required in the bid documents to furnish the required Payment Bond and Performance Bond each in the amount of one hundred percent (100%) of the Contract amount. Also, a Certificate(s) of Insurance is to be submitted as called for in the bid documents. Attached please find the fully executed Construction Agreement for your use. Upon Barrow County's receipt of the other stated documents, a NOTICE TO PROCEED will be generated.

If you fail to furnish the other stated documents within ten (10) days from the date of receipt of this document, Owner will be entitled to such rights as may be granted by law to insure Project is completed on schedule.

Please acknowledge a copy of this Notice of Award and return it to: Cindy Clack, Purchasing Agent, Barrow County Board of Commissioners, 30 North Broad Street, Winder, GA 30680.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)**

By: \_\_\_\_\_

Randall Dowling, County Manager

**ACCEPTANCE OF NOTICE OF AWARD:**

**RECEIPT OF THIS NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:**

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

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: RFB2015-5 SPORTS LIGHTING – VICTOR LORD PARK  
(PROECT #FG065)

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the Work in accordance with Agreement.

Date this \_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_, Randall Dowling, County Manager  
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

---

Receipt of the above “Notice to Proceed” is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

BY: \_\_\_\_\_ (CONTRACTOR)  
TITLE: \_\_\_\_\_

---

**CONSTRUCTION SERVICES AGREEMENT**  
**FOR THE SPORTS LIGHTING – VICTOR LORD PARK PROJECT**

This Construction Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between BARROW COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”), and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, (“Contractor”), collectively referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited bids for construction of the Project pursuant to Barrow County Request for Bid 2015-5; (the “RFB” a copy of which is maintained in the files of the Barrow County Purchasing Department); and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the County awarded the Project to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

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

WHEREAS, based upon Contractor’s bid to perform the construction services described herein, 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, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises 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**

The following documents, attached hereto constitute the Contract Documents:

- A. This Agreement;
- B. Request for Bid (maintained on file with the Purchasing Department);
- C. Bid Documents from Contractor, dated \_\_\_\_\_, \_\_\_\_\_, with portions attached hereto as Exhibit “A”;
- D. Performance Bond and Payment Bond (included in the RFB maintained on file with the Purchasing Department);
- E. Noncollusion Affidavit of Prime Bidder, attached hereto as Exhibit “B”;
- F. Final Affidavit, attached hereto as Exhibit “C”;
- G. Alien Employment affidavits attached hereto as Exhibits “D” and “E”;
- H. Plans and specifications (included in the RFB maintained on file with the Purchasing Department), with any modifications (if issued) attached hereto as Exhibit “F”;
- I. Key Personnel, attached hereto as Exhibit “G”;
- J. Notice of Award, attached hereto as Exhibit “H”;
- K. Barrow County Code of Ethics;
- L. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All 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**

The Project is defined generally as follows: RFB2015-5, which is described generally as installation of sports lighting at Victor Lord Park, 82 Maynard Street, Winder, Georgia 30680 (the “Project”).

**Section 3. The Work**

The Work to be completed under this Agreement (the “Work”) includes, but shall not be

limited to, the Work described in the Specifications, Bid Form, and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, 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 completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for 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.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**Section 4. Contract Periods; Liquidated Damages**

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its 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 on or before a date to be specified on a written “Notice to Proceed” provided by the County (the “Commencement Date”), and the Parties intend that all Work shall be completed on or before the date **eight (8) weeks following the of commencement specified in the Notice to Proceed.** Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
  
- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed

within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred Fifty and 00/100 Dollars (\$150.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.

C. **Expediting Completion.** The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

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

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$\_\_\_\_\_, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the unit price shown on the Contractor's Bid Form and actual quantities installed.
  
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, actual quantities installed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an

Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

- C. The Contractor through each invoice (except for the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the County. The final invoice issued by the Contractor shall include all amounts retained by the County under this paragraph, subject to any deviations in the Work or change orders executed pursuant to Section 6 of this Agreement.
- D. 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 change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to the Barrow County Engineering Department, 30 North Broad Street, Winder, Georgia 30680 for approval, with a copy submitted electronically to [payables@barrowga.org](mailto:payables@barrowga.org). Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

**Section 6. Change Orders**

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. 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. 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. 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 total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Barrow County Board of Commissioners.

**Section 7. Covenants of Contractor.**

- A. Ethics Code

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.

- B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

- 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.

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. Contractor further 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. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in

the Contract Documents, and the written resolution thereof by the County is acceptable to the 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 applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, 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.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

Contractor understands that the Work is funded by grant funds supplied by the Georgia Department of Natural Resources, warrants that it has familiarized itself with all applicable laws, regulations, and policies regarding such grant funds and has been provided documentation of such by the County and reviewed such documentation, which remains on file with the County, and agrees to comply with all requirements related to such grant funds.

D. 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.

E. 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 principals.

F. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

\_\_\_\_\_ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. 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 on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against

any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities"), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act 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 the County or County Parties. 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 the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor 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 subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. 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. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including 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 subcontractors during the life of this Agreement. 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 with regard to the results of such services only.

Inasmuch 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 into on behalf of the County without the express knowledge and prior written consent of the County.

K. 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 subcontractors. All policies shall be subject to approval by the County Attorney 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 limits no less than:
  - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

- (d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
  - (a) General Liability and Automobile Liability Coverage.
    - (i) The County and County Parties are to be covered as 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 County or County Parties.
    - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
    - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
    - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
    - (v) 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) The insurer shall agree to waive all rights of subrogation against the County and County 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 County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) All Coverages:
  - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
  - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. 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 at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County 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.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached 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 the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

(1) *E-Verify Affidavit*

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "D" and "E" (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 Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "D", and submitted such affidavit to County. In the event the Contractor employs or contracts with any subcontractor(s)

in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "E", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "E" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County contractor or contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors 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 subcontractors 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 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 Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "D" and incorporated herein by this reference.

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 subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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.

N. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs 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 any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

O. 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 subcontractors, 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 Record's 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.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order 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. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "G" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "G", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be

granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. 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.

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials 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 such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and 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.

T. 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 the contract at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, 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 subcontractor, 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 Section 7(U) in every subcontract for services contemplated under this Agreement.

**Section 8. Covenants of the County**

A. Right of Entry

The County shall provide for right of entry for Contractor to enter the respective property in order for Contractor to complete the Work.

**Section 9. Warranty**

The Contractor, in addition to other warranties provided for in the Contract Documents, shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year 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 one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the Work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

**Section 10. Termination**

A. 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. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall

pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, 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. The County will make no payment to the Contractor or its Surety until 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 will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, 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 effect such assignment.

- C. 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 treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice 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.
- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. 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. Miscellaneous**

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and 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 and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.
- D. 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.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed 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 which may for any reason be hereafter declared invalid.
- F. 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.
- G. 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 \_\_\_\_\_ 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 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 Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
c/o Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia 30680

**NOTICE TO CONTRACTOR** shall be sent to:

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

Future changes in address shall be effective only upon written notice being given by the County to the Contractor or by the Contractor to the County Manager via one of the delivery methods described in this Section.

- H. 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.
  
- 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 County Party. No County Party 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. 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 employee, officer, director, or elected or appointed official.
- 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, nor 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. 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.

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

[SIGNATURES ON FOLLOWING PAGE]



**CONTRACTOR:** \_\_\_\_\_

**BARROW COUNTY, GEORGIA**

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

[NOTARY SEAL]

[NOTARY SEAL]

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

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

**EXHIBIT “A”**

[BID DOCUMENTS]

**EXHIBIT "B"**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**STATE OF GEORGIA  
COUNTY OF BARROW**

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_ (the "Bidder") that has submitted the attached Bid;

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

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

(4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, included in this affidavit.

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

\_\_\_\_\_  
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 "C"**

**FINAL AFFIDAVIT**

**TO BARROW COUNTY, GEORGIA**

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of its subcontractors in connection with the construction of Project #SR038 2014 L.M.I.G. Roadway Patching and Resurfacing for Barrow County 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 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  
\_\_\_\_\_

**EXHIBIT "D"**

**STATE OF GEORGIA**

**COUNTY OF BARROW**

**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 subcontractors 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

\_\_\_\_\_  
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 "E"**

**STATE OF GEORGIA**

**COUNTY OF BARROW**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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 "F"**



**EXHIBIT “H”**

[INSERT NOTICE OF AWARD]

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;

**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.

- (l) **“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 an 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 affidavits(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 nondisclosure 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 within 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