

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: February 25, 2010

Cobb County will receive Sealed Bids before 12:00 NOON, February 25, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5476
ANNUAL CONTRACT
LIGHT POLE(S) REMOVAL AND REPLACEMENT,
BALLAST, CROSS ARMS, DISCONNECT BOXES,
RE-LAMPING OF FIELD LIGHTING AT VARIOUS COBB COUNTY PARKS
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: FEBRUARY 12, 19, 2010



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 10-5476
ANNUAL CONTRACT

**LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMING OF FIELD LIGHTING AT VARIOUS COBB COUNTY PARKS
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

DELIVERY DEADLINE: FEBRUARY 25, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: FEBRUARY 25, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5476; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: FEBRUARY 12, 19, 2010

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 10-5476 DATE: FEBRUARY 25, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: ANNUAL CONTRACT
LIGHT POLE(S) REMOVAL AND REPLACEMENT,
BALLAST, CROSS ARMS, DISCONNECT BOXES,
RE-LAMPING OF FIELD LIGHTING AT VARIOUS
COBB COUNTY PARKS**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 10-5476
ANNUAL CONTRACT
LIGHT POLE(S) REMOVAL AND REPLACEMENT,
BALLAST, CROSS ARMS, DISCONNECT BOXES,
RE-LAMPING OF FIELD LIGHTING AT VARIOUS COBB COUNTY PARKS
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS**

BID OPENING DATE: FEBRUARY 25, 2010

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: ASSORTED

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"

SEALED BID NUMBER 10-5476

ANNUAL CONTRACT

**LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST,
CROSS ARMS, DISCONNECT BOXES, RE-LAMING OF FIELD LIGHTING AT
VARIOUS COBB COUNTY PARKS**

COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____

**INVITATION TO BID
ANNUAL CONTRACT
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS**

SEALED BID #10-5476

INTRODUCTION

The Cobb County Parks, Recreation and Cultural Affairs Department is requesting bids for the Annual Contract for Light Pole(s) Removal and Replacement, Ballast, Cross Arms, Disconnect Boxes, Re-lamping or Field Lighting Drainage, Equipment, Clearing, Grubbing and Unclassified Excavation. Bids are due to the Cobb County Purchasing Department located at 1772 County Services Parkway before **12:00 noon on February 25, 2010**. Late bids will not be accepted.

Please submit an original and one (1) copy to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008

Any questions regarding this bid must be submitted in writing no later than Tuesday, **February 16, 2010** to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

1. INTENTION - It is intended that the Project Documents shall cover the complete work to which they relate.
2. DEFINITION - Where the following words, or the pronouns used instead, occur herein, they shall have the following meaning:

"Owner" shall mean Cobb County, Georgia, party of the first part to the "Contract Agreement" or its authorized and legal representative.

"Contractor" shall mean the party of the second part to the "Contract Agreement" or the legal authorized representatives of such party.
3. LOCATION - The work described by these specifications is located in Cobb County, Georgia.
4. WORK TO BE COMPLETED - The work consists of furnishing all materials, labor, equipment and fabrication as required for LIGHT POLE REMOVAL AND

REPLACEMENT, BALLASTS, CROSSARMS, DISCONNECT BOXES, RELAMPING OF ATHLETIC FIELDS. All projects are located at various Cobb County Parks.

5. SITE EXAMINATION - The Bidder is expected and requested to examine the location of the work and to inform himself fully as to the site conditions; the character, quality, and quantity of the materials to be encountered; the equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way effect the work under the contract.
Cobb County Parks Contact Rick Whorton, (770) 528-8830.
6. COMPLETE WORK REQUIRED - The Specifications and all other documents are an essential part of the contract; requirements occurring in one are as binding as occurring in all. Documents are intended to be cooperative, to describe and provide for the complete work. It shall be the responsibility of the Bidder to call to the attention of the owner obvious omissions of those magnitudes which would affect the strength, adequacy, function, completeness or cost of any part of the work.
7. MATERIALS AND WORK BY OWNER - The Owner will neither furnish materials nor perform labor for construction of work under this contract, unless otherwise stipulated elsewhere in the Project Documents.
8. Bids - All bids must be made upon the bid forms provided and shall be for materials and work called for in the Specifications. Unit prices must be shown for each item in the bid.
9. ALTERNATE EQUIPMENT OR MATERIAL - Any reference to an item of equipment or material by a specific manufacturer's trade name in the Specifications is intended merely as a standard. Even though named in the Specifications, all manufacturers must be able to furnish equipment as specified. Even though named in the Specifications, equipment offered with smaller or lightweight members, inferior or inefficient mechanism or devices compared to that specified will not be approved for the project.
10. AUTHORITY TO SIGN - If bid is made by an individual, his name and post office address must be shown. If made by a firm or partnership, their names and post office address must be shown. If made by a corporation, the person, or persons, signing the Proposal must show the name of the state under the laws of which corporation is chartered and his, or their, authority for signing same, and names, titles and addresses of the president, secretary and treasurer, and the corporate authority for doing business in this state.
11. SUBCONTRACTS - The Bidder's attention is directed to the General Conditions concerning subcontracts. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract:
 - a. Must be acceptable to the Owner. Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.
 - b. Must provide insurance equal to that of the bidding contractor.

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed Subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such Certifications by proposed Subcontractors to his Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

12. ALLOWABLE TIME FOR COMPLETION - The time allowed for completion for all work to be done under this contract shall begin when owner's "Notice To Proceed" is issued. Such notification will be issued upon completion of the contract agreements. If the contract is awarded, the time allowed for completion of the work is forty-five (45) days. The contractor will schedule all work with the Parks, Recreation & Cultural Affairs Department contact person.

All bids submitted on the bid form must be guaranteed until the completion of the project stated above.

13. PENALTIES - The contractor shall pay to the Owner as penalty \$250.00 / day for each calendar day that he shall be in default of completing the work in his contract within the time limit named therein.
14. ORDER OF WORK - The Contractor shall coordinate all work with Cobb County Parks and Recreation Department prior to beginning any project. All work must be scheduled to minimize disturbance of each facility. During pole replacement, all field lighting **must be** operational at the end of each work day (5:00p.m. Mon – Fri), unless otherwise approved, in advance by Project manager.
15. SITE SAFETY AND CLEAN UP - The Contractor shall be responsible for maintaining a clean and safe site during construction. Special care will be required as park activities will be ongoing during the construction period. The Contractor shall defend, indemnify, and hold harmless the Owner for any claims arising during the construction period.

SUMMARY OF WORK

LOCATION

The work described by these Specifications is located at various Cobb County Parks.

WORK TO BE COMPLETED

The work to be completed under this contract consists of furnishing all labor, materials and equipment and freight on light pole replacement which consists of removing and disposal of existing wood pole(s) and replacing the wood pole(s) with concrete pole(s). Metal halide ballasts, 1,000 watt and 1,500 watt, one (1) year warranty, crossarms, disconnect boxes. If the existing ballasts, crossarms, and disconnect boxes are not useable, the county will authorize the approved contractor to purchase new ones. This will be accompanied with an invoice. Relamping field lights with Cobb County furnishing bulbs.

The Cobb County Parks, Recreation & Cultural Affairs Department has successfully numbered each pole on every ballfield. These numbers have been entered into our computer system. When the successful bidder changes out a pole he must show this number on the invoice, so we can update our pole inventory.

MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT

The quantities for these various projects for which payment will be allowed shall be measured on a unit price basis and be paid as a lump sum when the job is completed and accepted.

SCOPE OF SERVICES

- A. The Contractor shall perform and carry out services as specified herein in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. The time and locations of the services will be on an "as need" project basis for the life of the contract. The County or its representatives shall notify the Contractor, either orally or written, as to the time, location and type of services required for each project. Since this is an annual contract and the need for services are not known at the time of execution. The County does not guarantee any minimum or maximum amounts.

- B. If the Bidder is awarded any projects under this contract which exceed \$25,000, the Bidder agrees to furnish a 100% Performance Bond and a 100% Payment Bond within ten (10) days after being notified of award of the project. Said performance and payment bonds shall be issued by a surety accepted by the U.S. Department of the Treasury and listed in the current Department Circular 570.**

- C. The interested electrical contractors must have a current unrestricted State of Georgia electrical license and provide a copy of said document with their enclosed bid package for review purposes.

- D. The interested electrical contractors must have a current Georgia Soil and Water Conservation Commission (GSWCC) Awareness for Sub-Contractors Certification and must provide a copy of said document with their enclosed bid documents for review purposes.

UTILITIES EXCAVATION AND BACKFILLING

PART 1 - GENERAL

DESCRIPTION

Provide excavation and backfill as required for the site utilities and specified herein.

QUALITY ASSURANCE

- A. Materials and methods shall conform to Cobb County requirements.
- B. Materials and methods specified as GDOT are as specified in Georgia Standard Specifications Construction of Roads and Bridges, Georgia State Department of Transportation.

SUBMITTALS

Certificate(s): Backfill material(s) approval.

JOB CONDITIONS

Protect and maintain all active utilities and existing underground work, which is to remain. Repair or replace at no expense to Owner all such items disturbed in execution of the work.

SAFETY

For the security or safety of persons in and adjacent to trenches or construction operations, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America and the safety regulations of the appropriate state agency shall be followed when specifically applicable, or by similarity of operation or as necessary for adequate protection.

All trenches/excavations will be covered, filled back in or cordoned off with safety fencing at the conclusion of each business day (5:00 pm Mon – Fri, Weekends per approval) to ensure that the safety of persons in or adjacent to the trench, excavations or construction operations are adequately protected.

PART 2 - PRODUCTS

BACKFILL MATERIALS

- A. Use granular material for bedding pipe and for backfilling up to and above the spring line of the pipe as required.
Material shall be:
 - 1. Washed Bank Sand
 - 2. Stone Sand
 - a. 100% passes through a 3/8" sieve
 - b. 10% to 20% passes through a #16 sieve
 - 3. Quarry Run Limestone
 - a. 100% passes through a 1-1/2" square sieve
 - b. 80% to 90% passes through a 1" square sieve
 - c. 20% to 40% passes through a #4 sieve
- B. Backfill above the crushed stone or gravel shall be inert material free of organic material, rubbish, debris, marl, and other objectionable material with plastic index of not more than 30. Any non-soil and any soil with a dry weight of less than 110 PCF may be used only upon approval of the Contractor.
- C. Backfill material for use behind foundation walls and other walls enclosing spaces that are below grade shall be a free-draining material approved by the owner.
- D. Backfill material shall be approved by the owner prior to use.
- E. Sand shall be used for backfill of trenches with electrical or telephone cable, conduit and unprotected duct.

PART 3 - EXECUTION

EXCAVATION

- A. Work shall be done in open excavation unless specified otherwise.
- B. Material excavated shall be laid compactly on the side of the trench and kept trimmed so as to present little inconvenience.
 - 1. Active utilities shall be kept clear and operable.
- C. Trench width and manhole excavation widths shall be kept to the minimum as specified.

1. Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:

	<u>PIPE EARTH</u>	<u>ROCK</u>
Minimum:	None	Outside diameter of the pipe barrel plus 12 inches, i.e., 6 inches each side.
Maximum:	30 inches or the outside diameter of the pipe barrel plus 16 inches, whichever is greater.	

MANHOLES

Minimum:	None	None
Maximum:		
Precast Manhole Base	None	Foundation Minimum
Cast in Place Base	None	6 inches outside walls.

If for any reason excessive trench width occurs at depths, which would impose critical loads on the pipe, the Contractor shall provide gravel or stone backup, extra strength pipe or concrete encasement as may be directed by the owner.

- D. Excavation shall be necessary depth for the construction of the utilities.
 - 1. Unauthorized excess excavation shall be backfilled with granular material to required grade and compacted without additional cost to the Owner.
 - 2. Trench depth below the contained pipe shall be 4" or 1/4 of the pipe outside diameter, whichever is greater.
- E. If satisfactory foundation strength is not found at the required excavation depth, the owner must be notified before proceeding.
- F. Additional excavation and backfill shall be done in accordance with the owner instructions.

GRADE AND ALIGNMENT

- A. Grade and line stakes at regular intervals, not to exceed 25 feet, will be placed at any convenient offset from the centerline of the pipe.
 - 1. Batter boards shall be carefully placed immediately following the excavating equipment and a continuous check on trench depth shall be maintained.

2. Suitable equipment for measuring from a line drawn taut over the batter boards shall be supplied by the Contractor.

a. Such line shall be carefully located on the batter boards at the specified offset.

3. In no event shall pipe be laid, unless a minimum of three batter boards are in place and checked.

B. The Contractor may option to use a laser beam as an alternative to utilizing batter boards for vertical and horizontal control of the proposed pipe alignment and grade.

1. If a laser beam is utilized, line stakes or hubs shall be set at regular intervals not to exceed 100 feet at some convenient offset distance from the centerline of the proposed pipe.

2. Grade stakes shall also be set at intervals not to exceed 300 feet at some convenient offset from the centerline of the proposed pipe.

3. The laser unit shall be set up in such a manner that the alignment of the beam is directly above and parallel to the centerline of the pipe.

4. A target shall be established to line and grade to provide a method of checking the initial setting of the laser beam and to provide a means for frequently checking the beam alignment as construction progresses.

5. The grade pole shall be "set" on the invert of the pipe when checking grade and alignment.

a. The Contractor shall provide means to insure the grade pole is vertically plumb when checking pipe grade.

PIPE BEDDING AND INSTALLATION

A. After preparation of the trench bottom, a pipe bed shall be prepared using granular material.

1. The bottom man or pipe layer shall carefully prepare the bed for the pipe both from a grade and line standpoint.

2. All rock or stones protruding above the prepared bed shall be removed so that in no case will rock touch the pipe.

B. The laying of the pipe on the prepared bed shall commence from the lowest point, with the spigot ends pointing in the direction of flow.

1. All pipe shall be laid with end abutting and true to line and grade.
 2. Pipe sections shall be carefully centered to form a pipeline with a uniform invert.
- C. Preparatory to making pipe joints, surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry.
1. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturer's specifications.
 2. The jointing materials or factory fabricated joints shall then be placed, fitted, jointed, and adjusted in such a workmanlike manner as to obtain the degree of water tightness required.
 3. In lieu of the above described method, the Contractor may, at his own expense, use shovel tamped granular material to backfill over the pipe.
- D. The Contractor shall place bulkheads of native clay soil across the trench at 100-foot intervals to resist the movement of groundwater through the granular material.
1. Such bulkheads shall be carefully compacted and shall extend approximately 3 feet in a direction parallel to the pipe and shall extend from the bottom of the trench to a height of 6 inches above the top of the pipe barrel.
- E. Above the tamped air granular backfill, the Contractor may complete the backfilling with mechanical equipment.
1. The material shall not free fall onto the hand placed cover.
 2. The backfill shall be so placed that it will flow onto the hand-placed cover from the section partially filled.
 3. Granular material shall be used for backfill of trenches in pavements.

FOUNDATION

- A. Provide a cast in place concrete pad for the foundation of precast concrete manhole base.
1. Pad shall extend a minimum of 6 inches beyond the outside wall of the manhole base and shall be 4 inches thick with a plus or minus 1-inch tolerance.
 2. At least 4 hours shall elapse between casting the concrete pad and placing the precast concrete manhole base.

UTILITY EXCAVATIONS NEAR FOOTINGS

- A. Do not excavate utility trenches closer than 5 feet to building footings.
 - 1. When parallel trenches are required deeper than the building footings, the horizontal distance from the footings shall be equal to, or greater than two (2) times the vertical distance below the footing, but in no case shall the horizontal distance be less than 5 feet.

SPECIFICATIONS FOR ROUND SPUN PRESTRESSED CONCRETE POLES

SCOPE

1. The following covers design, fabrication and installation of prestressed concrete structures to support lighting fixtures on galvanized crossarms or platforms.
2. Quality Standards: These are the minimum acceptable standards. Only those standards or equals will be accepted. All specifications must be met or exceeded.

DESIGN

1. Poles shall be designed and constructed so that all wiring and grounding facilities are concealed within the pole. All handholes, ire inlets/outlets inserts for pole steps, thru-bolt holes and ground wire shall be cast into the pole during the manufacturing process (it is intended that no field drilling of the poles will be required).
2. Poles shall be designed considering the application of both deal load and wind load. The moment at any point along the length of the pole is to be the sum of moments resulting from dead loads and forces from wind loads. The wind force is to be computed by multiplying the specified wind pressure by the effective projected area (EPA) of each individual component involved.
3. Wind loadings shall be based on AASHTO specifications using ISOTACH 50 year mean recurrence interval, or on local building code, whichever shall control.
4. The poles and foundations shall be designed to withstand 80 MPH constant wind pressure plus a 1.3 gust factor (104 MPH) based upon AASHTO design requirements.
5. Stress in the concrete due to prestressing shall be within the following limits:

fpc < 800 psi (5.5 mpa)
fpc < 0.6 fc

Loss of prestress shall be calculated using AASHTO methods.
6. Pole designs shall be submitted with certification from a registered P.E. with no less than 8 years experience in prestressed concrete poles.
7. Contractor shall provide documentation showing the permeability/water absorption of their product.

MATERIALS

1. The concrete mix shall be designed to achieve a minimum 28 day compressive strength of 12,000 psi. Cement shall conform to the latest requirements of Type I or Type III Portland Cement in accordance with ASTM-C150. Maximum size

aggregate may be 3/4 inch (19mm) or 3/4 of the clear spacing between main reinforcing steel and surface of pole. Any water reducers, retarders, or acceleration admixtures shall conform to ASTM-C494. Water shall be free from foreign materials in amounts harmful to concrete and embedded steel.

2. Reinforcing Steel - Deformed steel reinforcement shall conform to requirements of ASTM-A615 for Grade 60 Rebar.
3. Prestressing Steel - Prestressing steel reinforcement shall conform to uncoated 7-wire, stress relieved strand; (including low relaxation) ASTM-A416.
4. Spiral Reinforcement - Steel spiral reinforcement shall conform to the requirements of ASTM-A82 and shall not be less than .1875 inch diameter. The pitch of the spiral steel shall not be greater than 3.2 inches or the radius of the pole, whichever is less.
5. Hardware - All structural steel shall conform to ASTM-A36 and by hot-dip galvanized in accordance with ASTM-A123, zinc alloy AC41A for inserts, handhole frames and covers, shall conform to ASTM-B240. All bolts, nuts, washers and other fasteners must be either stainless steel or hot-dip galvanized per ASTM-A153.

MANUFACTURE

1. All manufacturing tolerance, details of reinforcement and finishes shall be in accordance with "GUIDE SPECIFICATION FOR PRESTRESSED CONCRETE POLES", as published in the May-June 1982, issue of the JOURNAL of the PRESTRESSED CONCRETE INSTITUTE.
2. All poles must be prestressed and manufactured by the centrifugal spinning process. The purpose of this requirement is to insure a minimum 28 day compressive strength of 12,000 psi and to provide the densest possible surface finish.
3. Forms shall be designed to provide a continuous taper of 0.18" or 0.216" per foot of length and provide a minimum of 1" concrete cover over the prestressing strands.
4. Poles shall have a smooth natural form finish, soft gray in color.
5. Poles shall be round in cross section and have a hollow center.
6. Poles shall be of single piece construction thru 130' in length, unless otherwise noted.
7. Poles shall not have any exposed steel at the tip or butt of the pole. Strand shall be burned back a minimum of 3/4" and sealed with epoxy.
8. Poles shall be plugged with 12 inches of concrete at the butt with a 2" drain hole. Tips shall have a minimum of 6" concrete pole cap/plug.

GENERAL

Each pole shall include the following:

1. Step bolts, 5/8" in diameter, alternately spaced on 15" intervals, 90 - 120 degrees apart, beginning 12' above ground and continuing to within 18" of platform/crossarm. Top two sets locations and the bottom step location are to be "doubled" (one on each side of pole).
2. #4 stranded copper wire cast into pole and attached to prestressing steel by appropriate connectors. Wire to be terminated at top (platform or crossarm level) and bottom (approximately 12" below grade) in a copper tank ground which provides a 1/2" tapped insert at the pole face for attachment to lighting rod at top of pole and ground rod below grade. This grounding system must be able to meet NFPA 780 Lighting Protection Standards.
3. Lighting Rod, Thompson #572 (1/2" x 24") or approved equal attached 6" down from the top of pole by means of Thompson #680 Parapet Base. Contractor is to provide adequate bonding to service platform below to insure that all components at top of pole are grounded.
4. Ground Rod, 5/8" x 8' - 0" minimum.
5. A brass nameplate cast into the wall of the pole approximately 5 feet above the ground line identifying the name of the manufacture, job identification or order number, overall length, and ultimate ground line moment capacity.
6. A 4" x 12" (minimum) conduit entrance opening centered 18" below grade.
7. A 4" x 8" (minimum) reinforced handhold frame with flush metal cover centered 24" above grade.
8. A 2 1/1" x 8" (minimum) reinforced handhold frame with flush metal cover located at crossarm level -- for use during installation and maintenance of electrical wiring.
9. A 2" coupling wire inlet/outlet opposite handhole at crossarm level.
10. Internal wire support located directly above each wire inlet/outlet and accessible from handhold.
11. Provisions for attaching and wiring any disconnect switches or other electrical components not covered above, but required to complete the project.
12. Each pole capped at tip and plugged at butt.

HANDLING AND ERECTION

1. Transportation, site handling, and erection shall be performed with acceptable equipment and methods and by qualified personnel.
2. Prior to unloading pole, shop drawings shall be reviewed to identify proper pick-up points for unloading, storage, and erection procedures. A thru hole shall be provided at proper pick-up point to facilitate pole erection.
3. Step bolts, safety cable and internal wiring may be installed while the pole is in horizontal position on the ground. If service platform is to be attached prior to erection, the pole tip must be elevated and the pole supported uniformly over the entire length to prevent undesirable deflection.

WARRANTY

1. Manufacturer must warrant the concrete pole to be free of engineering, material and manufacturing defects for a period of at least 25 years from the date of purchase. Warranty on all other components and accessories (steps, lighting rods, ground rods, hardware, etc.) must be for a period of at least 5 years.

GENERAL PROVISIONS - ELECTRICAL

PART 1 - GENERAL

- A. The work included in this section of the specifications shall consist of furnishing all tools, supervision, supplies, labor and materials necessary for the installation of a complete electrical system as shown or called for as specified. No material shall be installed until materials list have been approved.
- B. The work shall be performed in accordance with all applicable provisions of the latest edition of the National Electrical Code, the local code enforcement agency having jurisdiction and the regulations of the local utility company.
- C. All provisions of Division shall apply to Division 16.
- D. All athletic fields being relamped under this contract shall be lighted in accordance with the current edition of "Outdoor Athletic Fields - A Guide to Design and Construction Standards" published by Georgia Dept. of Natural Resources, Division of Parks, Recreation and Historic Sites, Recreation Services Section, 270 Washington Street, S.W., Atlanta, Georgia 30334.

PART 2 - MATERIALS

- A. All materials shall be new, free from defects and conform to the applicable standards of Underwriters' Laboratories, Inc. and the National Electrical Manufacturers Association. Where reference is made herein and on the contract drawings to trade names or to the names of manufacturers, such references are made to indicate the quality of materials or equipment to be furnished.
- B. Furnish all tools, material, labor, transportation and supervision to leave ready for operation. This electrical system in accordance with these specifications. All work shall be performed in a neat and orderly manner conforming to the aforementioned standards. All offsets, bends, fittings, pull boxes, stems and supports for the complete installation are not indicated on the drawings, however, it shall be the Contractor's responsibility to furnish and install all offsets, bends, devices, raceway supports and other material and equipment required for the complete installation.
- C. The work shall include but not be limited to furnishing and installing light fixtures, poles, wiring devices, conduit, wiring, panel boards, circuit breakers, transformers, lighting contactors, timers, power and lighting control enclosures, distribution boards and other equipment required for the complete power and lighting systems on an as needed basis.
- D. Should the Contractor find at any time during the work that in his judgment conditions make desirable or necessary modifications in the requirements covering any item or items, he shall report such matters promptly to the Project Manager for his decision and instructions.
- E. The Contractor shall coordinate with all trades so that interference between electrical raceways, piping, equipment architectural or structural work shall be avoided and not delay the completion of the project in a timely manner.
- F. Oil, dirt, grease and rust shall be removed from all raceways, fittings, boxes, panel board trim and electrical equipment so as to present a clean surface for painting. Painting in general is required under other sections of the specifications.

PART 3 - TESTING

- A. Upon completion of the work, test the individual systems including all feeders, service, branches, outlets, lighting, motors, apparatus and appliances, to assure that the system is complete, operable and in compliance with these specifications.
- B. Provide all instruments, labor and material for any intermediate and final tests described hereinafter or necessary to prove compliance with these specifications.
- C. Tests shall indicate full compliance with these specifications, or referenced standards.

- D. The contractor shall provide necessary personnel and equipment to demonstrate to the Project Manager that the lighting installations meet the following requirements:
1. Infields for baseball shall be a minimum of 30 horizontal F.C. average maintained with a 2 to 1 maximum to minimum ratio.
 2. Outfields for baseball shall be a minimum of 20 horizontal F.C. average maintained with a 3 to 1 maximum to minimum ratio.

The initial light levels shall be read 36" above the ground measuring on a 30' by 30' grid pattern over the lighted area. The initial measured foot candle level readings shall be reduced by .72 to determine the maintained foot candle levels.

BASIC MATERIALS AND METHODS

PART 1 - GENERAL

- A. Provide a complete system of wiring with all feeders and branches as to the specifications. The system shall be complete from the service entrance to each outlet and apparatus shown on the drawings which requires electrical service.
- B. All wire sizes are American Wire Gauge Copper.
- C. The electrical specification indicates all outlets and devices diagrammatically. The location of any outlet may be at the direction of the Owner's representative, moved ten feet before it is installed without any additional cost to the Owner.

PART 2 - MATERIALS

- A.
 1. All raceways shall be of steel, of standard dimensions, hot galvanized and smooth both inside and out. Aluminum conduit may be used when routed exposed above grade.
 2. EMT connectors and couplings shall be of the compression type, rain and concrete tight with insulated throat. Rigid conduits shall have threaded couplings and where they enter outlet boxes, cabinets, etc. lock nuts shall be provided both inside and out. All raceways shall be terminated with a smooth insulated type bushing.
 3. Exposed raceways mounted in interior spaces shall be EMT, I.M.C., rigid steel or aluminum conduit installed perpendicular to and or parallel with the principle structural members of the building and shall be rigidly supported at intervals not to exceed 10' - 0".
 4. Raceways installed below or in concrete slabs on earth shall be rigid steel conduit. At the Contractors option Schedule 40 PVC conduit may be used. All transitions from below to above grade or slab shall be by way of galvanized rigid steel elbows. A grounding conductor shall be installed in all PVC conduit runs.

5. EMT raceway shall be installed in accordance with the National Electrical Code and shall not be installed outside or in or under concrete slab on grade.
 6. Conductors feeding panel boards shall be installed in rigid steel conduit. The size of the conductors and conduit are indicated in the specifications but in no case smaller than allowed by the National Electrical Code.
 7. Expansion fittings shall be provided for all raceways embedded in concrete where they pass expansion joints. Fittings shall be equal to those manufactured by Crouse-Hinds, Appleton and Killark.
 8. Support each conduit run by means of straps, clamps or pipe hangers attached to masonry, structural steel or channels suspended from the building structure. Where two or more raceways are run together, they shall be installed on gang hangers equal to Kindorf, Power-Strut or Unistrut. All hardware shall be hot dig galvanized after fabrication.
- B. Insulating type bushings shall be used in all inside pull boxes, tap boxes, panels and switch boxes.
- C. Outlet boxes shall be galvanized or cast metal and shall be of the proper type for the service required. Cast metal boxes shall be used in all locations where raceways are installed exposed.
- D. 1. All conductors shall be copper and shall meet ASTM specifications for conductivity. They shall be new, free from kinks and other defects when installed.

2. A. Underground

Unless otherwise indicated, power and control conductors #8 and small shall be type "TC" multi-conductor cable buried 36" below finished grade encased in sand. The cable shall be made up of the requisite number of conductors insulated with 600 volt THHN-THWN insulation having an overall neoprene jacket and shall be suitable for direct burial. Conductors installed in conduit may be single conductor cable unless otherwise noted.

B. Unless indicated otherwise, power conductors #6 and larger shall be single conductor 600 volt RHH-RHW-USE suitable for direct burial 36" below finished grade encased in sand.

C. Where cables cross under roads, streets, etc., they shall be run in concrete encased (4" all sides) conduit with a concrete pillar marking each end of the conduit.

D. Branch circuit conductors shall be not less than No. 12 AWG unless otherwise noted. All conductors shall be color coded as follows:

<u>120/208 Volts</u>	<u>Phase</u>
Black	A
Red	B
Blue	C
White	Neutral
Green	Ground

- E. Wiring Devices:
 - 1. Switches:
 - a. Single pole toggle-Hubbell 1221
 - b. 3-way toggle-Hubbell 1223
 - 2. Receptacles:
 - a. Duplex, 15 amp 125 V-Hubbell #5242
 - b. 20 amp 125 V-Hubbell #5896
 - 3. Wiring devices equal to those above as made by G.E., Slater, Leviton, Arrow-Hart or Bryant will be acceptable.

PART 3 - EXECUTION

- A. Concealed raceways shall run in a direct manner with as few bends as possible. The number of bends in any one run of conduit shall not exceed 3, 90 degree bends. All conduits shall be swabbed clean of all water, dirt or other foreign material before conductors are installed.
- B.
 - 1. Wire shall be drawn into conduit with Ideal Wire-Ease or an approved equal as a lubricant.
 - 2. Mains and feeders shall run the entire length in continuous pieces without splices. All underground runs shall be installed not less than 3' below grade.
 - 3. Splices in No. 10 wire and smaller shall be made up with solderless connectors of the proper size: Ideal "Wire Nuts", Minnesota Mining "Scotchlok", or T & B "Sta-Kon". Splices in No. 8 wire and larger shall be made up with solderless connectors: Bundy, O.Z. or Penn Union. All un-insulated splices shall be taped with 4 thickness of "Scotch Brand" No. 23 covered with at least 45 mills of "Scotch Brand" No. 33 plus or approved equal electrical tape.
- C. Wiring devices shall be set at the height listed below unless noted otherwise:
 - Switch Outlets 4' - 0"

ELECTRICAL POWER AND CONTROL

PART 1 - GENERAL

WORK INCLUDED

The work shall include all labor, equipment and materials required to furnish and install complete electrical power and control systems as specified herein.

CODES

All material installed and all work performed shall conform to all applicable codes and ordinances, the National Fire Protection Association and the National Electrical Code. All materials and equipment shall be listed by the Underwriters' Laboratories and shall be so labeled.

PART 2 - PRODUCTS

CONDUCTORS AND CABLES

- A. Shall be 98% copper with 600-volt insulation. Branch circuit conductors shall be minimum of #12 AWG.
- B. Types
 - 1. Smaller Than #6 75 Degree THHN-THWN
 - 2. #6 and Larger 75 Degree RHH-RHW
 - 3. Inside Lighting Fixtures 90 Degree RHH, FEP
- C. As manufactured by Racor, Appleton, Steel City, Thomas & Betts or equal.

OUTLET BOXES

As manufactured by Racor, Appleton, Steel City, Thomas & Betts or equal.

WIRING DEVICES AND COVER PLATES

- A. Switches shall be 20 ampere, 120/277 volt, specification grade, brown handle as manufactured Hubbell No. 1221, 1221-PL/PLC series; R/277 series; General Electric No. GE5951-1, SP121-8 series or equal. Weatherproof switches shall be single pole with gray fiberglass lift cover plate.
- B. Receptacles shall be specification grade, brown, straight blade and of ampere and voltage ratings as manufactured by Hubbell, Arrow Hart, General Electric or equal.
- C. Device cover plates shall be dark brown plastic.

PANEL BOARDS

- A. Shall have voltage and ampere capacities and circuit protective devices as indicated in the specifications. 480V panels shall be rated for 35,000 minimum RMS AIC. 240 AND 208 V panel boards shall be rated for 10,000 minimum RMS AIC.
- B. Panels shall be surface mounted and shall be provided with trim and door with locks. A type written directory of circuits shall be framed inside each panel door. Panel boards shall be as manufactured by Westinghouse, Square D, or General Electric, but all shall be of the same manufacturer.

DRY TYPE TRANSFORMERS

- A. Dry type transformers 25 KVA and smaller shall be 480 to 120/240 volts single phase. 30 KVA and larger dry type transformers shall be 480 to 208/120 V three phase. Transformers 15 KVA and above shall have 150 degree C rise above a 40 degree C ambient. Smaller size shall have 115 degree C rise above a 40 degree ambient. Maximum terminal compartment rise is 5 degree C. Average sound levels shall not exceed the levels established by NEMA and ANSI standards. Transformers shall have four (4) - 2-1/2% FCBN taps and shall have an open ventilated drip-proof enclosure with a terminal compartment below the core and coils.
- B. Transformers shall be as manufactured by one of the following:

Square D Company
Westinghouse Electric Co.
General Electric Co.

CIRCUIT BREAKERS

Circuit breakers shall be installed in panel boards as indicated. They shall be of the bolt in type, have the number of poles and current rating as indicated in the specifications; and shall be of the same manufacture as the panel boards in which they are installed.

SAFETY SWITCHES

Furnish and install all safety switches as required. Safety switches shall be heavy-duty type with NEMA 4 type enclosures for outside and indoor wet installations with the number of poles and ratings as required by the National Electrical Code for the load served. Safety switches shall be as manufactured by Westinghouse, Square D, General Electrical or ITE.

CONDUIT

- A. Furnish and install a complete system of conduits as indicated herein the specifications. Exposed raceways shall be EMT, IMC, rigid steel or aluminum conduit. Raceways installed below grade or in concrete slabs on earth shall be rigid steel or Schedule 40 PVC.

- B. Provide flexible metallic conduit to all motors and wherever electrical connections are subjected to vibration, minimum size shall be 1/2" and shall be liquid tight neoprene coated for exterior use.

LIGHTING FIXTURES

All lighting fixtures shall be U.L. listed. Furnish complete with lamps as indicated in the lighting fixture schedule.

POLES

- 1. Concrete poles shall be circular, prestressed spun concrete suitable to withstand with all fixtures, a 100 MPH wind speed in accordance with the South Building Code.
- 2. All poles shall include the following accessories:
 - a. Removable galvanized steel steps, 5/8" diameter, 18" intervals, 90 degree apart beginning 10' above ground and continuing to the platform.
 - b. 3/8" diameter galvanized steel safety cable installed on each pole.
 - c. Embedded #4 copper ground wire with threaded tank grounds at platform and at ground line.
 - d. End pole shall have the tip capped and the butt plugged.
- 3. All poles may be directly embedded. It shall be the Contractors responsibility to properly embed, backfill, tamp, plumb and align each pole and to aim all fixtures.

PART 3 - EXECUTION

MANUFACTURER'S DIRECTIONS

The material and equipment manufacturer's directions shall be followed in all cases.

ARRANGEMENTS

All conduit, boxes, etc., shall be exposed, except in offices or other such finished areas. All working parts shall be readily accessible for inspection, repair, or renewal.

PROTECTION TO EXISTING SERVICES

Thoroughly investigate the site for any existing gas, sewer, water, electrical or similar services which may interfere with the new construction. Cap and tie off abandoned services. Reroute and reconnect active services, as required to facilitate new construction. Any utility line damaged or rendered inoperable in any way as a result of the contractors work shall be replaced or restored to an operable condition satisfactory to the Owner at no additional cost to the Owner.

TRENCHING

All trenching and backfill shall be such that the circuit conductors shall be protected and supported as noted and/or as detailed in well-compacted sand. Backfill shall be compacted in 6" increments to prevent settling when sodded over.

CONNECTIONS TO EQUIPMENT

The Contractor shall provide electrical connections to all items requiring power. The Contractor shall provide disconnect switches where required for code compliance.

ACCESSORIES AND APPURTENANCES

- A. The Contractor shall furnish and install all accessories and appurtenances necessary to complete the work as noted.
- B. It is the intent of these Specifications that all systems be complete and ready for operation.

CLEANING

Remove from the site all construction wastes and materials and all debris of any description resulting from the work.

OPERATING AND MAINTENANCE INSTRUCTIONS

Furnish four (4) sets of operating and maintenance instructions for all equipment and devices which require maintenance or adjustment bound in hard cover or loose-leaf binders.

DEMONSTRATION OF COMPLETE ELECTRICAL SYSTEMS

Submit written certification that electrical systems are in accordance with specifications and are complete and operational. Submit certification with Contractor's request for final review.

- a. At the time of the final review of electrical work, demonstrate the operation of electrical systems in the presence of the Project Manager or his designee. Furnish labor, apparatus and equipment for systems' demonstration and for Owners inspection of all equipment device or system. The resistance of the grounding system shall be checked at this time to demonstrate its compliance with the specification.
- b. After demonstration of systems, submit to the Owner two sets of keys for electrical equipment locks.

GROUNDING

PART 1 - GENERAL

Provide a grounding system as specified herein and in full accordance with all provisions of the National Electrical Code NFPA for all equipment, raceway systems, receptacles, motors and controllers, transformers, light fixtures, telephone systems and all interior and exterior electrical systems.

PART 2 - PRODUCTS

Grounding conductors shall be insulated copper conductors as specified in "CONDUCTORS".

Bare copper conductors used for grounding electrodes shall be 98% conductive hard drawn copper.

Driven ground rods where required and/or indicated in the specifications shall be 3/4" diameter x 10 feet long with a bonded copper jacket and carbon steel core. UL listed under para 425H.

PART 3 - EXECUTION

SYSTEM GROUNDING CONNECTIONS

- A. The service entrance conductors shall be grounded in accordance with NEC Article 250-23. The grounding electrode conductor shall be connected to the grounded service conductors at the terminal or bus at the main service disconnecting means. A grounding connection shall not be made to any grounded circuit conductor on the load side of the service disconnecting means.
- B. A separately derived alternating current system, such as a 480-volt delta to a 208/120-volt wye transformer, shall be grounded and bonded as required in NEC Article 250-26.

ENCLOSURE AND EQUIPMENT GROUNDING

- A. Metal enclosures or raceways for conductors or equipment shall be grounded.
- B. Exposed non-current carrying metal parts of fixed equipment likely to become energized shall be grounded.
- C. Exposed non-current carrying metal parts of switchboard frames and structures, motor frames, enclosures for motor controllers and lighting fixtures shall be grounded.

METHOD OF GROUNDING

- A. Equipment grounding connections at service equipment shall be made by bonding the equipment grounding conductor to the grounded service conductor and the grounding electrode conductor.
- B. The grounding electrode conductor shall connect the equipment grounding conductors, the grounded service conductors and the service entrance enclosures to the grounding electrode.
- C. A main bonding jumper shall connect the equipment grounding conductors and the service equipment enclosure to the grounded conductor within the service equipment.
- D. Provide equipment grounding conductors where noted in the specifications. Provide conduit grounding system for all other feeder and branch circuits.

BONDING

Bonding shall be provided and conform to all requirements of Article 250-G of the NEC.

GROUNDING ELECTRODE SYSTEM

- A. The grounding electrode system shall be provided and conform to all requirements of Article 250-H of the NEC.
- B. The grounding electrode system shall consist of the following:
 - 1. A metal underground water pipe in direct contact with the earth for 10 feet or more and electrically continuous to the points of connection of the grounding electrode conductor and the bonding conductors.
 - 2. The water pipe electrode shall be supplemented by an additional rod electrode.
 - 3. The resistance of the rod electrode shall be measured, and, if the resistance to ground is greater than the maximum allowed by the NEC, additional rod electrodes shall be provided and located no closer than 6 feet to the first rod electrode.
 - 4. The grounding electrode conductor shall be installed in conformance with the requirements of Article 250-92 sized as required in specifications.

SPECIAL TERMS AND CONDITIONS

I. Contract Period:

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 12 full months.

II. Pricing:

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

III. Option to Extend the Term of Contract:

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

Cobb County General Instructions for Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcountyga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to

ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. *Withdraw Bid Due To Errors*

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining

responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

VI. *Testing and Inspection*

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. *F.O.B. Point*

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. *Patent Indemnity*

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. *Insurance*

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages; The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

X. *Award*

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

XI. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIII. Reject And Withdraw Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XIV. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample contracts.

XV. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XX. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXI. Alterations of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXII. Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXIII. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIV. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any

actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. It is the goal of Cobb County Government to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report, EXHIBIT C*. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXVII. Evidence of Compliance with Georgia Security & Immigration Compliance Act

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE

SEE AFFIDAVITS ON FOLLOWING PAGES

EXHIBIT A

CONTRACTOR AFFIDAVIT & 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 contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

EXHIBIT A-1

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 on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C
Cobb County Government Disadvantaged
Business Enterprise Participation Report

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: _____ Period Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**
Cobb County Project Name: _____ Bid or P.O. Number: _____
Cobb County Department or Agency receiving service or product: _____
Description of Purchased Service/Product: _____
Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report

BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476

Submitted _____, 2010

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principle or principles is or are named herein; that no person other than those named herein has an interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, and parties making a Proposal; and that this Proposal is, in all respects, fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; that he has read the instructions to Bidders and General conditions furnished prior to the Bid opening date; and that he has satisfied himself relative to the work to be performed.

The Bidder proposed and agrees that, if he becomes the successful bidder on the basis of this Proposal, he will contract with the Cobb County Board of Commissioners, Cobb County, Georgia, (herein called the "Owner"), in the form of contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other Contract Documents, for the following prices.

If the Bidder is awarded any projects under this contact which exceed \$25,000, the Bidder agrees to furnish a 100% Performance Bond and a 100% Payment Bond within ten (10) days after being notified of award of the project. Said performance and payment bonds shall be issued by a surety accepted by the U.S. Department of the Treasury and listed in the current Department Circular 570.

The interested electrical contractors must have a current unrestricted State of Georgia electrical license and provide a copy of said document with their enclosed bid documents for review purposes.

The interested electrical contractors must have a current Georgia Soil and Water Conservation Commission (GSWCC) Awareness for Sub-Contractors Certification and must provide a copy of said document with their enclosed bid documents for review purposes.

COMPANY NAME: _____

COMPANY REPRESENTATIVE SIGNATURE: _____

**BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476**

VARIOUS WORK BID SHEETS

The Cobb County Parks, Recreation and Cultural Affairs Department requests unit price bids on various items of work.

1. REMOVAL AND DISPOSAL OF EXISTING WOOD POLES:

- a. Wood Pole up to 40 feet in height \$ Per Pole _____
- b. Wood Pole up to 50 feet in height \$ Per Pole _____
- c. Wood Pole up to 60 feet in height \$ Per Pole _____
- d. Wood Pole up to 70 feet in height \$ Per Pole _____
- e. Wood Pole up to 80 feet in height \$ Per Pole _____
- f. Wood Pole up to 90 feet in height \$ Per Pole _____

2. INSTALLATION OF CONCRETE POLES IN ACCORDANCE WITH ATTACHED MINIMUM SPECIFICATIONS AS FOLLOWS:

- a. Concrete Pole up to 40' feet in height \$ Per Pole _____
- b. Concrete Pole up to 50' feet in height \$ Per Pole _____
- c. Concrete Pole up to 60' feet in height \$ Per Pole _____
- d. Concrete Pole up to 70' feet in height \$ Per Pole _____
- e. Concrete Pole up to 80' feet in height \$ Per Pole _____
- f. Concrete Pole up to 90' feet in height \$ Per Pole _____

3. EXCAVATION AND REMOVAL OF ROCK ENCOUNTERED DURING EXCAVATION:

- a. Per Cubic Yard \$ _____

BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476

4. SAFETY SWITCHES (DISCONNECT BOXES) - OUTDOOR TYPE

1. 250 VOLTS - 3 POLE - FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

2. 250 VOLTS - 3 POLE - NON-FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

3. 600 VOLTS - 3 POLE - FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

4. 600 VOLTS - 3 POLE - NON-FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

5. SAFETY SWITCHES (DISCONNECT BOXES) - INDOOR TYPE

1. 250 VOLTS - 3 POLE - FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

2. 250 VOLTS - 3 POLE - NON-FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476

3. 600 VOLTS - 3 POLE - FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

4. 600 VOLTS - 3 POLE - NON-FUSIBLE

30 AMP \$ _____ EA. 100 AMP \$ _____ EA.

60 AMP \$ _____ EA. 200 AMP \$ _____ EA.

6. **24 HOUR ELECTRONIC PROGRAMMABLE TIMER**

30 AMP, heavy-duty relay output, 24 hour, to the minute programming, 2 slide switches and 4 pushbutton for programming all information. Completely isolated input/output circuits eliminate electrical noise interference problems. Minimum 3 year battery carry over included with timer. Manual override system, heavy-duty teeter terminals provide for wiring up to #10 gauge wire. Metal indoor enclosure with locking hasp for tamper-proof protection.

SINGLE POLE TIMER _____ EA.

DOUBLE POLE TIMER _____ EA.

7. **LIGHTING AND PANELBOARD CONTACTORS**

Mechanically held Model- 3 Pole Contactor - Open Type. Field convertible contacts with normal closed indicators.

30 AMP _____ EA. 100 AMP _____ EA.

60 AMP _____ EA. 200 AMP _____ EA.

Electrically held Model- 3 Pole Contactor - Open Type. Mixed load rating (lighting and motors). Factory wired controls and clearly marked termination points. Withstands rating up to 100,000 AMPS.

30 AMP _____ EA. 100 AMP _____ EA.

60 AMP _____ EA. 200 AMP _____ EA.

BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476

Furnish all equipment, labor, parts and all things necessary to provide repair services for pole mounted lights. (Bidder Fill In Below)

- A. Hourly rate for electrician, operator, and bucket truck to do working changing out light bulbs or repairing or replacing wiring, fixtures, cross arms, disconnect boxes, etc. or ball field or other lighting - maximum pole height to be 80' feet above ground. Cobb County Parks, Recreation & Cultural Affairs will furnish bulbs.

\$ _____ PER HOUR

- B. Hourly rate for electrician to do work repairing or replacing wiring, fixtures, switching gear, miscellaneous repairs, etc. Where bucket truck and operator are not needed.

\$ _____ PER HOUR

- C. Overtime, bidder states if he has capacity for overtime work.

YES ___ NO ___

If "YES" bidder to state what he considers to be overtime hours and days

Bidder to state **overtime** hourly labor rate for one worker, if different from wage rate in "A" and "B" above.

\$ _____ PER HOUR FOR ELECTRICIAN WITH BUCKET TRUCK

\$ _____ PER HOUR FOR ELECTRICIAN WITHOUT BUCKET TRUCK

- D. Hourly rate for trenching machine and operator (for ditch 4 inches wide, maximum depth 4 feet.

\$ _____ PER HOUR

- E. Material cost plus _____ % of markup. Copy of cost invoice must be supplied at time of billing.

- F. Bidder affirms he meets exact specifications. Bidder must check applicable blank below:
YES _____ NO _____

BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476

- G. Any deviation from specifications must be completely explained by bidder: Bidder will explain exact particulars where his bid does not meet exact specifications if "NO" is checked above.

- H. This invitation and resulting contract will provide the normal requirements of Cobb County Parks, Recreation and Cultural Affairs Department. Articles or services will be ordered from time to time in such quantities as may be needed. It is not impossible to determine the precise quantities of items described in this invitation, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

8. DELIVERY OF SERVICES

- A. Unless an emergency requires the immediate removal and replacement of damaged poles, the contractor shall have forty-five (45) working days from the date of notification by Cobb County Parks, Recreation & Cultural Affairs Department to commence work. Contractor shall inform the Parks, Recreation & Cultural Affairs Department Operations Manager, Rick Whorton, 770-528-8830, when work will commence. Except in the case of emergencies, work will be performed between 7:30 a.m. and 5:00 p.m., Monday thru Friday. All field lighting **must be** operational by the end of each work day (500 p.m.), unless otherwise approved, in advance, by said project manager.
- B. The described work shall be performed in a manner subject to the approval and the supervision of Cobb County Parks, Recreation and Cultural Affairs Department. Representative of Cobb County Parks, Recreation & Cultural Affairs shall have at all times free access in the supervision of the work being performed.

9. DELIVERY OF SERVICE

- A. Examination and repair of lighting/electrical systems is required within 24 hours after vendor has been notified.

Bidder states that this requirement can be met:

YES _____ NO _____

BID FORM
LIGHT POLE(S) REMOVAL AND REPLACEMENT, BALLAST, CROSS ARMS,
DISCONNECT BOXES, RE-LAMPING OF FIELD LIGHTING
AT VARIOUS COBB COUNTY PARKS
SEALED BID #10-5476

If bidder is unable to meet the delivery requirement, please state alternate response time below.

- B. Cobb County Parks, Recreation & Cultural Affairs reserves the right to ask for an estimate of the cost of repair before the actual repairs take place.

- C. Parts replacement necessitated during the life of the contract will be performed by the successful bidder, and the cost of parts will be separately itemized on the vendor's invoice. Cobb County Parks, Recreation & Cultural Affairs will bear the cost of parts, provided supporting copies of documents showing such costs are furnished the county.