

BOARD OF COMMISSIONERS
30 N. BROAD STREET
WINDER, GA 30680
(770) 307-3000

WWW.BARROWGA.ORG



**Board of Commissioners Voting
Session Agenda
Tuesday, February 24, 2026 - 6:00 PM**

Pat Graham
Chairman

Joe Goodman
District 1

Kenny Shook
District 2

Rolando Alvarez
District 3

Alex Ward
District 4

Tim Walker
District 5

Deborah Lynn
District 6

Srikanth Yamala
County Manager

I. Call to Order, Invocation, Pledge to Flag

II. Approval of Agenda

III. Remarks by Commissioners

IV. Approval of Minutes

- a) January 22, 2026, Special Called Minutes
- b) February 10, 2026, Voting Session minutes
- c) February 16, 2026, Special Called minutes

V. Public Comment on Agenda Items

Limit to two minutes per person on agenda items which are not scheduled to have a public hearing.

VI. Presentation

- a) Presentation of the Barrow County Trails Master Plan.

VII. New Business

- a) Consideration to approve the RFP2026-09 Design-Build Contractor Services Splash Pad at Victor Lord Park for the Parks & Recreation Department from Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of \$1,458,833.00, and authorize the Chairman to execute the agreement and approve the necessary budget amendment.
- b) Consideration to approve the ratification for the emergency procurement for 100 tons of salt material for the Roads & Bridges Division from Chick Enterprise Inc. d/b/a Rock Salt USA of St. Louis, MO, in the amount of \$41,200.00 and approve the necessary budget amendment.
- c) Consideration to approve a resolution authorizing the transfer of Parcel No. XX011 005 and XX011 010 (154 Hill's Shop Road) from Barrow County's wastewater service area to Gwinnett County's wastewater service area in accordance with the Service Delivery Strategy agreement and authorize the Chairman to execute the resolution.

- d) Consideration to approve a resolution authorizing water utility service area exchange between Barrow County and the City of Winder and authorize the Chairman to execute the resolution.
- e) Consideration to authorize the County Manager to enter into an agreement with outside counsel should the Ethics Board request the Board of Commissioners to retain counsel for the purpose of providing advice and guidance related to an ethics complaint filed by Alecia Behlog.

VIII. Executive Session

Executive Session allows discussion of discuss matters properly excluded from the Georgia Open and Public Meetings Law (O.C.G.A. §50-14), specifically:

- Pending or potential litigation, settlement, claims, administrative proceedings or other judicial actions,
- Discussion of future acquisition, disposition, or lease of real estate
- Discussing or deliberating upon the appointment, employment, hiring, disciplinary action or dismissal, or performance of a public officer or employee
- Discussion of a record exempt from disclosure where consideration of the record cannot be had without disclosure of the record

No action will be taken during this session.

IX. Adjournment

Barrow County Government will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of Barrow County Government should be directed to the Clerk of Commission; 30 North Broad Street, Winder, GA 30680; telephone number is 770-307-3005.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: January 22, 2026, Special Called Minutes

ATTACHMENTS:

[January 22, 2026 Draft Special Called Minutes.pdf](#)



**Board of Commissioners Special Called
Draft Minutes
Thursday, January 22, 2026 - 10:00 AM**

I. Call to Order

The meeting was called to order by Chairman Pat Graham at 10:00 a.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Absent
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Absent
Tim Walker	District 5	Present
Deborah Lynn	District 6	Present
Srikanth Yamala	County Manager	Present
Also Present: County Clerk Abril Olivas		

II. New Business

- a) Consideration to approve the Engagement Letter with Chandler, Britt & Jay, LLC and authorize the County Manager to execute the letter.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Tim Walker, District 5
AYES:	Graham, Shook, Alvarez, Walker, Lynn
ABSENT:	Goodman, Ward

Motion to approve as presented. Motion made by Graham, seconded by Walker. Motion with the voting results shown in the box above.

III. Adjournment

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Shook, Alvarez, Walker, Lynn
ABSENT:	Goodman, Ward

Motion to adjourn at 10:03 a.m. Motion made by Graham, seconded by Lynn. Voting results shown in the box above.

These Minutes have not been approved by the Barrow County Board of Commissioners.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Abril Olivas, Board of Commissioners

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: February 10, 2026, Voting Session minutes

ATTACHMENTS:
[February 10, 2026 Draft Voting Session Minutes.pdf](#)



**Board of Commissioners Voting
Session Draft Minutes
Tuesday, February 10, 2026 - 6:00 PM**

I. Call to Order, Invocation, Pledge to Flag

The meeting was called to order by Chairman Pat Graham at 6:00 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Present
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Present
Tim Walker	District 5	Present
Deborah Lynn	District 6	Present
Srikanth Yamala	County Manager	Present

Also Present: County Attorney Charles Ferguson and County Clerk Abril Olivas.

Commissioner Goodman led the invocation and pledge.

II. Approval of Agenda

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to amend the agenda to place item VII) A to be heard last. Motion made by Graham, seconded by Lynn. Voting results shown in the box above.

III. Remarks by Commissioners

IV. Approval of Minutes

RESULT:	PASSED [UNANIMOUS]
MOVER:	Alex Ward, District 4
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn
ABSTAIN:	Goodman

Motion to approve. Motion made by Ward, seconded by Alvarez. Voting results shown in the box above.

- a) January 27, 2026, Special Called minutes
- b) January 27, 2026, Executive Session minutes
- c) January 27, 2026, Voting Session minutes

V. Public Comment on Agenda Items

VI. Presentation

- a) Presentation of the Barrow County unaudited financials for the Second Quarter of FY 2026.

Chief Financial Officer, Trey Wood presented the Board with the unaudited financials for the Second Quarter of FY 2026.

VII. Public Hearings

- b) **BOC2025-00019 (XX054 037A) 0 Tanners Bridge Rd; Bob Yang / Applicant; Shu Nu Hsiao / Owner.** Request for a Future Land Use Map amendment from Suburban Residential to 316 Innovation to rezone ± 14.32 acres from AG (Agriculture) to C-3 (Intense Commercial) for the construction of a commercial building.

RESULT:	PASSED [5 TO 2]
MOVER:	Joe Goodman, District 1
SECONDER:	Pat Graham, Chairman
AYES:	Graham, Goodman, Ward, Walker, Lynn
NAYS:	Shook, Alvarez

Motion to approve the Future Land Use Map (FLUM) amendment from suburban Residential to Commercial Corridor. Motion made by Goodman, seconded by Graham. Motion with the voting results shown in the box above.

RESULT:	PASSED [6 TO 1]
MOVER:	Joe Goodman, District 1
SECONDER:	Alex Ward, District 4
AYES:	Graham, Goodman, Alvarez, Ward, Walker, Lynn
NAYS:	Shook

Motion to approve the rezone request from AG (Agriculture) to C-2 (Community Commercial) with staff recommendations, with an additional condition as outlined below:

1. All aspects of the Highway Corridor Overlay shall be followed.
2. Night Sky lighting requirements of UDC Article XV shall be implemented.
3. All C-2 zoning requirements shall be met.
4. The following uses shall be prohibited on the development: convenience stores and outside fueling.

Motion made by Goodman, seconded by Ward. Motion with the voting results shown in the box above.

- c) **BOC2025-00027 (XX104C 024) 842 Eastmont Rd; William Cleghorn / Applicant & Owner.** Request for a Special Use for metal siding on a structure larger than 500sqft per UDC Sec. 89-218. Variance request to UDC Sec. 89-218 to allow for an accessory use dwelling larger than 50% of the square footage of the principal building.

RESULT:	WITHDRAWN [UNANIMOUS]
MOVER:	Kenny Shook, District 2
SECONDER:	
AYES:	

Motion to approve as presented. Motion made by Shook. Motion withdrawn.

RESULT:	PASSED [5 TO 2]
MOVER:	Rolando Alvarez, District 3
SECONDER:	Alex Ward, District 4
AYES:	Goodman, Shook, Alvarez, Ward, Walker
NAYS:	Graham, Lynn

Motion to approve the special use and variance requests with the following conditions, amending Condition 6 as outlined below:

1. The exterior siding shall consist of architectural-grade metal panels with concealed or color-matched fasteners.
2. The exterior of the accessory structure shall be consistent with that of the primary residence.
3. The accessory structure shall be used for personal use only as a storage building, with no business to be operated out of the structure.
4. The accessory structure shall not be utilized as a residential structure.
5. The accessory structure shall be located as depicted on the submitted site plan.
6. The accessory structure shall not be greater than ~~839~~ 900 sq ft.
7. Screening or landscaping shall be installed along visible elevations where practicable.

Motion made by Alvarez, seconded by Ward. Motion with the voting results shown in the box above.

- d) **BOC2025-00028 (XX054 009) 1381 Loganville Hwy; Jefferey Deloach / Applicant; Clayton Whitehead / Owner.** Request to rezone ± 51.37 of a ±91.76 parcel from AG (Agriculture) to R-2 (Medium Density Residential) for a 99-lot open space subdivision. Request for a variance to UDC Sec. 89-465 to allow for 5ft side setbacks on the lots within the development.

RESULT:	PASSED [4 TO 3]
MOVER:	Alex Ward, District 4
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Goodman, Alvarez, Ward
NAYS:	Shook, Walker, Lynn

Motion to approve the rezone request from AG (Agriculture) to R-2 (Medium Density Residential), approve the variance request to allow for a 7.5' side yard set backs with staff recommended conditions, as outlined below:

1. All residential units shall comply with the proffered minimum floor area standards: 50% of the lots shall have dwellings with a minimum of 1,800 square feet, and the remaining lots shall have dwellings with a minimum of 2,000 square feet of heated gross floor area, as provided in the applicant's proffered conditions (Exhibit A).
2. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, masonry siding, or any combination thereof.
3. Landscaping and sod shall be installed and maintained in all disturbed areas.
4. Floodplain and stream buffer areas shall remain undisturbed and preserved as open space, except for utility installations. (Amended)
5. All new development shall comply with all standards of the Highway Corridor Overlay District Article XVI of the UDC.
6. All open space and common areas shall be owned and maintained by the homeowners' association.

7. A minimum 100-ft arterial building setback shall be maintained along Loganville Highway.
8. A minimum ~~20-ft~~ 15 ft. building separation shall be maintained between principal residences in accordance with open space subdivision standards. (Amended)
9. The restrictive covenants shall include a restriction capping non-owner occupied units at 10%, to be enforced by the HOA.
10. No townhomes or multifamily uses.
11. All shingles shall be architectural shingles. (Proffered)
12. The Declaration of Covenants for the subdivision shall provide design standards not only for the home, but also for the yard, fences, and retaining walls, along with a specific list of restrictions for the development. (Proffered)
13. All common area landscaping shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained. (Proffered)
14. Owner/Developer shall install, and the HOA shall maintain, a 20 ft. screening landscape strip to be designed by a landscape architect and approved by the Planning and Community Development Director (or their designee) for the full length of the development along Loganville Highway. (Proffered)
15. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style. (Proffered)
16. Masonry stoops and steps on the front and side of each home shall have a minimum width of 5 ft. (Proffered)

Motion made by Ward, seconded by Alvarez. Motion with the voting results shown in the box above.

- e) **BOC2025-00033 (XX004 010) 559 Quail Trail Rd; Scott Smith / Applicant; Danut Andronesi & Joja George / Owners.** Request to rezone ±2.92 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an additional single-family residential lot.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Joe Goodman, District 1
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented with staff recommendations.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the request to rezone ±2.92 acres from AR (Agriculture Residential) to R-1 (Low Density Single-Family Residential) to subdivide for the construction of two new residential units.

Such approval shall be accompanied by the following conditions:

1. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.
2. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and 15' of side yards on the property.

Motion made by Goodman, seconded by Shook. Motion with the voting results shown in the box above.

- f) **BOC2025-00034 (XX078 001H) 416 J B Owens Rd; Les Patch / Applicant; Leslie Patch & Ronda Patch / Owners.** Request to rezone ± 1 acre from AG (Agriculture) to R-1 (Low Density Single Family Residential) for an additional single-family residential lot.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Rolando Alvarez, District 3
SECONDER:	Tim Walker, District 5
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve with staff recommendations.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the request to rezone 1 acre from AG (Agriculture) to R-1 (Low Density Single Family Residential) to subdivide for a new single-family residence.

Such approval shall be accompanied by the following conditions:

1. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.
2. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and 15' of side yards on the property.
3. Coordination with the Barrow County Transportation required prior to recording of the plat so that should shared drives be required, associated easements are recorded on the plat.
4. The lot shall include a turn-a-round space incorporated within the driveway to help prevent backing into J B Owens Rd.

Motion made by Alvarez, seconded by Walker. Motion with the voting results shown in the box above.

- g) **BOC2025-00036 (XX048 056) 755 County Line-Auburn Rd; Bruce Voellinger / Applicant; Bruce and Robin Voellinger / Owners.** Request to rezone ±4.53 acres from AG (Agriculture) to R-1 (Low Density Single Family Residential) for an additional single-family residential lot.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Tim Walker, District 5
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented with staff recommendations.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the request to Rezone ± 4.5 acres from AG (Agriculture) to R-1 (Low Density Single Family Residential) to subdivide for a new single-family residence.

Such approval shall be accompanied by the following conditions:

1. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.
2. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and 15' of side yards on the property.
3. Coordination with the Barrow County Transportation required prior to recording the plat so that should shared drives be required associated easements are recorded on the plat.
4. The lots shall include a turn-a-round space incorporated within the driveway to help prevent backing into County Line-Auburn Rd.

5. Front building set back is to be 100' from the arterial road.

Motion made by Walker, seconded by Shook. Motion with the voting results shown in the box above.

- h) **BOC2025-00039 (XX092 029) 406 E Midland Ave; Barry Edgar / Applicant and Owner.** Request to rezone ± 8.54 acres from AG (Agriculture) to R-1 (Low Density Single Family Residential) for a major residential subdivision.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Rolando Alvarez, District 3
SECONDER:	Alex Ward, District 4
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve with staff recommendations.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the request to rezone ±8.54 acres from AG (Agriculture) to R-1 (Low Density Single-Family Residential) for a major residential subdivision, based on findings that the proposed zoning district is consistent with the Suburban Residential character area of the Comprehensive Plan.

1. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or fiber-cement siding, or any combination thereof.
2. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and fifteen (15) feet of side yards on each lot.
3. A six-foot (6') rot-resistant privacy fence shall be installed as shown on the rezoning concept plan (Exhibit A).

Motion made by Alvarez, seconded by Ward. Motion with the voting results shown in the box above.

- i) **2026-00002-BOC (XX042 009) 441 Chandler Rd; Barrow County Board of Commissioners / Applicant; Dorin Mateiovici/ Owner.** Request to amend the Future Land Use Map for ±7.8 acres to Suburban Residential as stated on the Staff recommendations on case BOC2025-00004 RZ.

RESULT:	PASSED [6 TO 1]
MOVER:	Alex Ward, District 4
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Alvarez, Ward, Walker, Lynn
NAYS:	Shook

Motion to approve as presented. Motion made by Ward, seconded by Goodman. Motion with the voting results shown in the box above.

- a) **BOC 2025-00005 RZ (XX011 005, XX011 010) 154 Hill's Shop Rd; MHB Lending LLC / Applicant; Raymond Hardy / Owner.** Request to rezone ±26.68 acres zoned AG and AR respectively to R-2 for a 36-lot single-family detached subdivision.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Joe Goodman, District 1
AYES:	Goodman, Shook, Alvarez, Ward, Walker, Lynn, Graham

Motion to approve with Planning Commission recommended conditions:

1. All single-family residences shall have a minimum heated area of 1,800 sq ft. for single-story homes and 2,000 sq ft. for two-story homes.
2. All homes shall have a minimum two car garage. (Proffered)
3. All development shall comply with the R-2 Open Space district standards as set forth in the Barrow County Unified Development Code.
4. A minimum of 20 percent open space plus all primary conservation areas shall be provided and maintained in accordance with UDC requirements.
5. A mandatory Homeowners Association shall be established and shall be responsible for maintenance of all common areas/facilities and street frontage landscaping. (Proffered)
6. Homes shall be designed to incorporate the following: Front elevations to be designed with brick, stone, fiber cement siding, fiber cement cedar shake, fiber cement board and batten or a mixture thereof. Sides and rear elevations to be fiber cement siding. (Proffered)
7. All utilities shall be placed underground. (Proffered)
8. All grassed areas on dwelling lots shall be sodded. (Proffered)
9. The owner/developer shall install and maintain a 20-foot landscape strip, designed by a registered landscape architect and approved by the Director of Planning and Community Development (or designee), along the full length of the development on proposed conceptual road as shown on Exhibit A. The landscape strip must adjust with the topography to screen the side and rear yards. It shall include a six-foot-high, rot-resistant privacy fence along the full length of the development, positioned outside the property lines of individual lots. The landscape strip must, at a minimum, include evergreen trees suitable for local growing conditions between the privacy fence and the lots along the conceptual road of Exhibit A with trees being a minimum of six feet in height upon planting.
10. All stream buffers, floodplain areas, and primary conservation areas shall remain undisturbed except as permitted by applicable regulations.
11. Natural Vegetation shall remain on the property prior to the issuance of a Development Permit. (Proffered)
12. Dedication of the required right-of-way to Barrow County shall be completed prior to final plat approval.
13. ~~Utilities provided by Gwinnett County water and sewer through an intergovernmental agreement with Barrow County. Intergovernmental agreement must be in place prior to issuance of Land Disturbance Permit.~~ Utilities will be provided by Gwinnett County Water & Sewer, which will require Barrow County and the City of Auburn to amend the Service Delivery Service (SDS) areas prior to the issuance of a Land Disturbance Permit.
14. Amenity Areas to be provided in Gwinnett and Barrow and shall consist of a minimum the following amenities: a recreation area with swimming pool, pickleball courts, cabana and dog parks. (Proffered)
15. Any Fire Department comments shall be addressed during the development permit process, including submission of a life-safety plan and details for any proposed amenity structures.

Motion made by Graham, seconded by Goodman. Motion with the voting results shown in the box above.

VIII. Old Business

- a) Consideration to approve the FY 2026 Piedmont Circuit Specialty Court Contract Agreement for Advantage Behavioral Health Systems.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Alex Ward, District 4
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Ward, seconded by Shook. Motion with the voting results shown in the box above.

IX. New Business

- a) Consideration to approve the declaration the attached list of capital assets following the government-wide inventory.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Graham, seconded by Lynn. Motion with the voting results shown in the box above.

X. Executive Session

XI. Adjournment

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to adjourn at 7:13 p.m. Motion made by Graham, seconded by Lynn. Voting results shown in the box above.

These Minutes have not been approved by the Barrow County Board of Commissioners.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: February 16, 2026, Special Called minutes

ATTACHMENTS:

[February 16, 2026, Draft Special Called Minutes.pdf](#)



**Board of Commissioners Special Called
Draft Minutes
Monday, February 16, 2026 - 6:00 PM**

I. Call to Order

The meeting was called to order by Chairman Pat Graham at 6:00 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Present
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Absent
Tim Walker	District 5	Absent
Deborah Lynn	District 6	Present
Srikanth Yamala	County Manager	Present
Also Present: Interim Deputy County Clerk Riley McReynolds		

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Shook, Alvarez, Lynn
ABSENT:	Ward, Walker

Motion to amend the agenda to add an item for the appointment of an Interim Deputy County Clerk, as recommended by the County Manager. Motion made by Graham, seconded by Good man.

Consideration to approve the appointment of Riley McReynolds as Interim County Deputy Clerk.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe Goodman, District 1
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Goodman, Shook, Alvarez, Lynn
ABSENT:	Ward, Walker

Motion to approve as presented. Motion made by Goodman, seconded by Alvarez. Motion with the voting results shown in the box above.

II. New Business

- a) Consideration to approve the intergovernmental agreement (IGA) for the use and distribution of proceeds from SPLOST VIII (Special Purpose Local Option Sales Tax) for capital outlay projects.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Deborah Lynn, District 6
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Goodman, Shook, Alvarez, Lynn
ABSENT:	Ward, Walker

Motion to approve. Motion made by Lynn, seconded by Alvarez. Motion with the voting results shown in the box above.

- b) Consideration to approve the referendum resolution to regulate and provide for the calling of an election to determine the reimposition of a special one percent sales and use tax.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rolando Alvarez, District 3
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Lynn
ABSENT:	Ward, Walker

Motion to approve as presented, subject to final approval by County Attorney. Motion made by Alvarez, seconded by Shook. Motion with the voting results shown in the box above.

- c) Consideration to approve a resolution to regulate and provide for the calling of an election to determine the issuance or non-issuance of Barrow County general obligation bonds in the aggregate principal amount of up to \$28,000,000.00 for the purpose of providing funds to pay or to be applied toward the cost of expanding the Barrow County judicial courthouse and jail.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Lynn
ABSENT:	Ward, Walker

Motion to approve. Motion made by Graham, seconded by Shook. Motion with the voting results shown in the box above.

III. Adjournment

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Lynn
ABSENT:	Ward, Walker

Motion to adjourn at 6:14 p.m. Motion made by Graham, seconded by Shook. Voting results shown in the box above.

These Minutes have not been approved by the Barrow County Board of Commissioners.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Abril Olivas, Board of Commissioners

ITEM TYPE: Presentation

AGENDA SECTION: Presentation

SUBJECT: Presentation of the Barrow County Trails Master Plan.

ATTACHMENTS:

[Draft Trails Master Plan.pdf](#)



Trails Master Plan **DRAFT**

Barrow County, Georgia

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Acknowledgements

Board of Commissioners

Pat Graham, Chair
 Joe Goodman, District 1
 Kenny Shook, District 2
 Rolando Alvarez, District 3
 Alex Ward, District 4
 Tim Walker, District 5
 Deborah Lynn, District 6

Steering Committee

Brian Stewart, Public Information Officer
 Jessica Jackson, Transportation Manager
 Chris Yancey, Public Works Director
 Rebecca Whildon, Planning Director
 Mike Coan, Economic Development Director

NEGRC Staff

Mark Beatty, PGS Division Director
 Hugh Knapp, Transportation Planner

BARROW COUNTY TRAILS MASTER PLAN

INTRODUCTION

This plan provides a blueprint for local decision-makers and advocates for investing in transportation choices and infrastructure. Funding for this planning effort is derived from a contract between the Northeast Georgia Regional Commission, who prepared the plan and facilitated the process, and the Georgia Department of Transportation.

Barrow County is home to more than 96,294 residents with a population density of approximately 598 persons per square mile. According to the U.S. Census Bureau, Barrow County is one of the smaller counties in the state by land mass with roughly 161 square miles. Moreover, Barrow County has experienced a 11% increase in population growth from 2021 - 2024 with an average annual growth rate of 3.7% underscoring the county's rapid growth.

At present, the County has limited pedestrian and bicycle facilities. Sidewalks are primarily located in new developments, typically subdivisions. Bicycle infrastructure is minimal and located in disconnected pockets throughout the county, mainly in parks. To Barrow County's advantage, the area has many natural features that could be utilized for new trail systems such as varieties of creeks, rivers, farmland, and forests.

This plan identifies corridors that will provide the greatest benefit to county residents and seeks to create a blueprint for future opportunities. Thus, proposed segments span across multiple jurisdictions within Barrow County. The responsibility for implementation and maintenance of these segments will depend on the jurisdiction(s) the linkages cross, which assumes that if a segment is routed within an incorporated area or is within close proximity, that party will be responsible for the segment(s) implementation and maintenance. In cases of evenly distributed multi-jurisdictional segments, coordinated efforts between the parties involved are encouraged to increase the likelihood of success for implementing and maintaining the trail. Given that much of the county's population resides in unincorporated areas, coordinated efforts between jurisdictions will be a key to implementation success.

PREPARED BY THE NORTHEAST GEORGIA REGIONAL COMMISSION



PURPOSE & PLANNING PROCESS

The availability of alternative transportation options provides many benefits to the overall health of a community. Having access to a diversity of active mobility options has been shown to reduce air pollution, lower obesity levels, stimulate economic productivity, lower transportation costs per household, and generate job creation (Speck, 2012). Additionally, the effectiveness of facilitating a bicycle network that creates these benefits revolves around bridging access between high and low demand areas such that riders aren't inconvenienced by choosing active transportation to get to their destination (City of Copenhagen, 2011). This is important because Barrow County possesses a variety of densities throughout the area that could see benefits from a cohesive active transportation network. Thus, the strategy is to create connections between high- and low-density clusters to account for future growth and install active transportation infrastructure where appropriate. Connections would range from routes along principle and neighborhood transportation corridors to undeveloped greenfields focused on providing both safety and micromobility to the area.

GOALS

Implementation of this plan will be accomplished using several tools, including, but not limited to, public investment, private investment, local zoning ordinances, public-private partnerships (PPP), and non-profit advocacy. The location and type of facility are designated and prioritized in this plan; however, site-specific designs are not provided due to the variety of options available per facility type. This allows Barrow County to adapt to contextual situations when implementing each project. Cost estimates provided in this plan are general and would require a site-specific determination of cost per project, which should be considered when budgeting for projects.

The goals listed below should be referenced by Barrow County and private developers when making design decisions. The goals of Barrow County are multi-faceted, and each facility should accomplish some, if not all, of them.

- Trails will be safe and comfortable to use for all age groups
- County staff and elected officials will strive to improve civic pride and public health
- Where practical, all trails will be ADA-accessible
- Miscellaneous components of a trail route (such as benches, signage, safety refuge areas, and mid-block crossings) may be incorporated where applicable
- All off-street facilities will be integrated in an environmentally sensitive manor
- Enhanced county-wide active transportation connectivity
- Utilization of natural features (riparian corridors, slopes and ridges, natural forests, and farmland) to improve access to the outdoors

PRIORITIZATION MODEL

Trail segments have been organized by their approximate geography in the county: east, central, and west. This framing is based on logical origin-destination connections between local concentrations of high densities, which allows for a deeper understanding of the county's prospective trail network. Trails assume priority one and two classifications in addition to their segment types as a means to conceptualize the function and hierarchy of each trail. Trail classifications were determined by a multitude of factors concerning implementation horizon, infrastructure prioritization and funding, and warranted origin-destination trips pertaining to demand and population growth of Barrow County. There are 26 total segments that amount to roughly 320,592 feet with 13 priority one segments at 126,264 feet and 13 priority two segments at 194,328 feet. Both priority one and two segments are listed below with their approximate geographic location.

FACILITY COST ESTIMATE OVERVIEW

NOTE: Cost estimates do not include property acquisition, permitting and inspection, project management or administration, special site remediation, or the cost of ongoing maintenance. All designs should reference the Barrow County Code of Ordinances for applicable design and siting requirements, as needed.

Paved Trail At-Grade ≈ \$170/LF

- Includes medium grading, soil erosion and sediment control, site clearing, concrete pavement, signage, and landscaping
- Cost estimates are based on a trail width of 12'



Paved Trail Example; Athens, GA



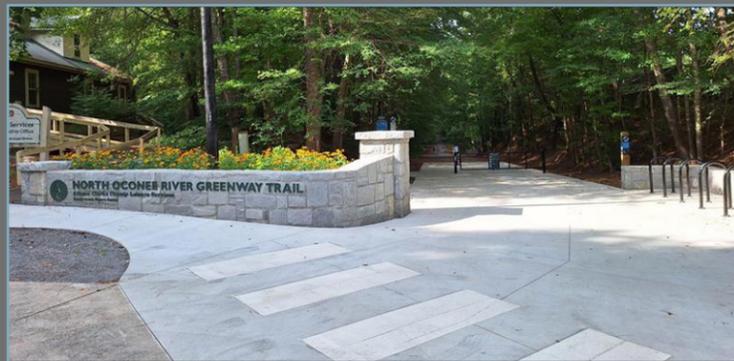
Unpaved/Gravel Trail Example; Whites Mill Park, Winder, GA

Unpaved Trail At-Grade ≈ \$55/LF

- Includes medium grading, soil erosion and sediment control, site clearing, concrete pavement, signage, and landscaping

Minor Trailhead ≈ \$165,000/site

- Includes site preparation, drainage improvements, concrete paving, kiosks, signage, electric utilities, landscaping, and limited parking spaces



Minor Trailhead Example; Athens, GA

PRIORITY I:

- | | ZONE: |
|--|--------------|
| • Brown Bridge Road ----- | West |
| • Carl to Auburn ----- | West |
| • Parks Mill Road ----- | West |
| • Auburn Quarry ----- | West |
| • Harmony Grove Church Road ----- | West |
| • Bramlett Elementary School Route ----- | West |
| • Mulberry River ----- | West |
| • Apalachee River Greenway ----- | Central |
| • Tanners Bridge Road ----- | Central |
| • Brisco Mill Road ----- | Central |
| • Monroe Highway Northbound ----- | Central |
| • Airport Park ----- | Central |
| • East Broad Street ----- | Central |

= 13 Segments



= ~ 154,284 Feet (29.22 Miles)



= ~ \$26,228,364.30

PRIORITY II:

- | | |
|--|---------|
| • Greenway Connector Alternative No. 1 ----- | West |
| • Greenway Connector Alternative No. 2 ----- | West |
| • Greenway Connector Alternative No. 3 ----- | West |
| • Mulberry River North ----- | West |
| • Highway 124 ----- | West |
| • Highway 211 NW ----- | West |
| • Highway 211 South ----- | West |
| • Ridgeway Road Split ----- | Central |
| • Holsenbeck School Road ----- | Central |
| • Statham Northbound ----- | East |
| • Beech Creek South ----- | East |
| • Double Bridge Road ----- | East |
| • Beech Creek ----- | East |

= 13 Segments



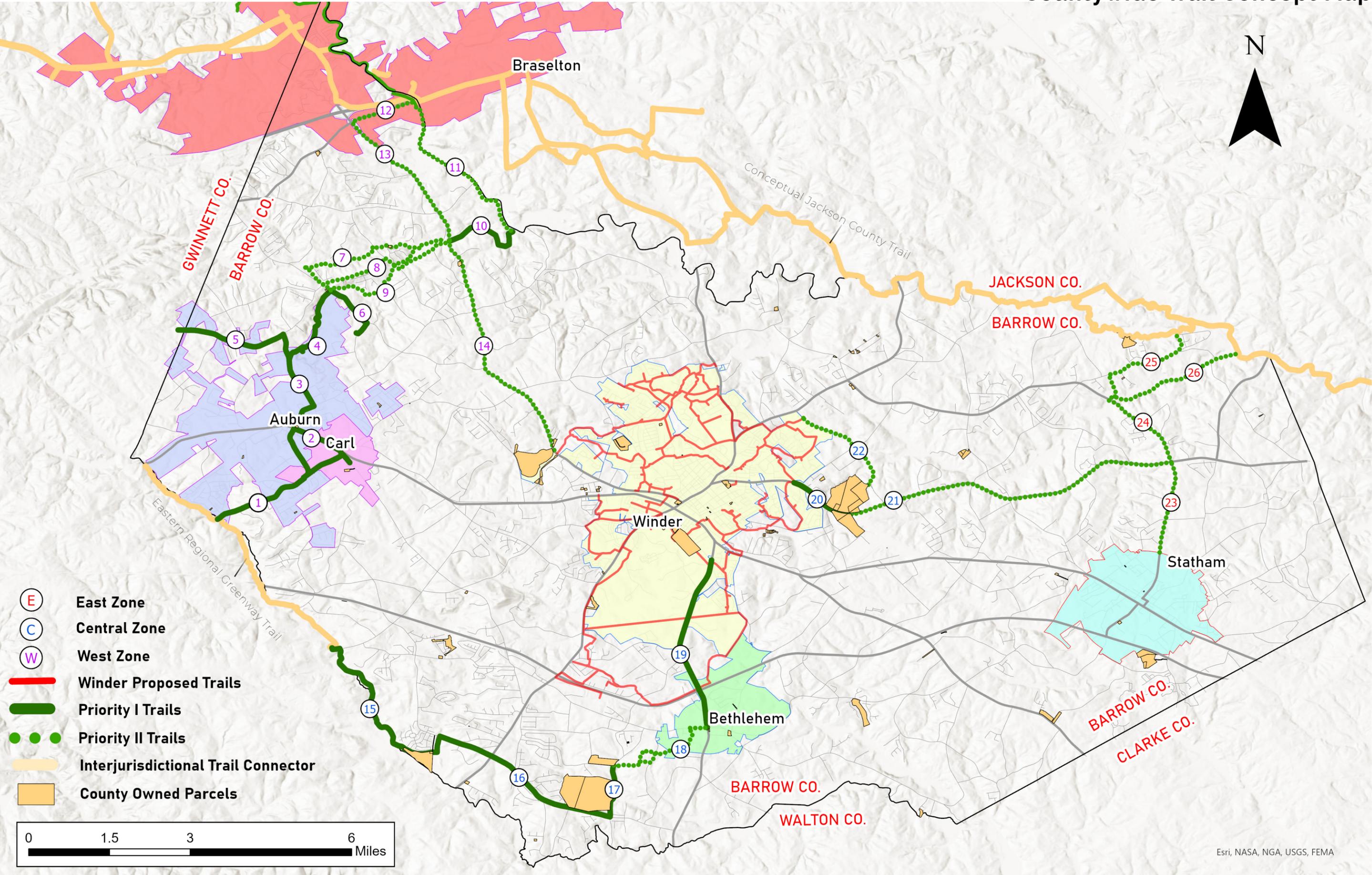
= ~ 166,308 Feet (31.50 Miles)



= ~ \$28,272,416.10



Countywide Trail Concept Map



- E East Zone
- C Central Zone
- W West Zone
- Winder Proposed Trails
- Priority I Trails
- ⋯ Priority II Trails
- Interjurisdictional Trail Connector
- County Owned Parcels



Esri, NASA, NGA, USGS, FEMA

Priority One Trail Segments Table

Project #	Priority	Project Name	Description	Distance (linear feet)	Distance (miles)	Cost Estimate
1	P1	Brown Bridge Road	Begins North of Rowen Co. line cutting into 6th Street. Segment ends south of the railroad in downtown Auburn.	13,827	2.62	\$2,350,607.00
2	P1	Carl to Auburn	Segment diverges from 6th Street and continues along Carl Midway Church Road into downtown Carl. Segment continues into downtown Auburn.	9,221	1.75	\$ 1,567,614.20
3	P1	Parks Mill Road	Segment begins north of the railroad in downtown Auburn along county line Auburn Road. Continues north onto Park Mill Road, stopping just before Rock Creek.	8,120	1.54	\$1,380,398.30
4	P1	Auburn Quarry	Segment diverges east from Parks Mill Road up to Dee Kennedy Road. Segment runs parallel to Rock Creek and by Auburn Quarry.	8,491	1.61	\$1,443,441.10
5	P1	Harmony Grove Church Road	Segment spans west towards Gwinnett County. Intersects with Parks Mill Road south.	11,761	2.23	\$1,999,313.90
6	P1	Bramlett Elementary School Route	Follows Dee Kennedy Road south towards Freeman Brock Road. Concludes at Bramlett Elementary.	4,653	0.88	\$791,040.60
10	P1	Mulberry River	Little Mulberry River route intersects with Mulberry River at county line.	7,811	1.48	\$ 1,327,938.00
15	P1	Apalachee River Greenway	Segment spans from Patrick Mill Road SW towards Williamson Creek.	16,406	3.11	\$2,789,101.60
16	P1	Tanners Bridge Road	Segment runs along Tanners Bridge Road and ends at the intersection of of Brisco Mill Road.	18,016	3.41	\$3,062,738.00
17	P1	Brisco Mill Road	Segment runs northbound towards Bethlehem and intersects with JB Owens Road	5,143	0.97	\$874,362.70
19	P1	Monroe Highway Northbound	Begins in the center of downtown Bethlehem and continues along Monroe Highway into Winder.	17,122	3.24	\$2,910,702.60
20	P1	East Broad Street	Begins at the intersection of Waverly Lane and East Broad Street. Segment runs through the future airport park.	5,692	1.08	\$967,719.90
21	P1	Airport Park	Continuation of East Broad Street Segment. Follows Highway 82 from future airport park.	28,020	5.31	\$4,763,386.00
				~ 154,284	~ 29.22	~ \$26,228,364.30



Priority Two Trail Segments Table

Project #	Priority	Project Name	Description	Distance (linear feet)	Distance (miles)	Cost Estimate
7	P2	Greenway Connector Alt. No. 1	Follows Dee Kennedy Road north towards Little Mulberry River. Runs parallel to river until intersecting with Highway 211 NW.	17,318	3.28	\$2,944,058.30
8	P2	Greenway Connector Alt. No. 2	Segment along Flanagan Mill Road. Briefly intersects with Boss Hardy Road and then follows Rock Creek to Highway 211 NW.	14,328	2.71	\$2,435,726.00
9	P2	Greenway Connector Alt. No. 3	Continuation of Auburn Quarry route. Runs parallel to Rock Creek and then Clyde Boyd Road	13,651	2.59	\$2,310,627.50
11	P2	Mulberry River North	Segment runs parallel to county line, eventually intersecting with Broadway Avenue.	16,316	3.09	\$2,773,799.90
12	P2	Highway 124	Segment intersects with the Braselton Connector Trail to the east and the Highway 211 to the west	5,438	1.03	\$924,422.60
13	P2	Highway 211 NW	Segment follows Highway 211 NW and intersects with the Little Mulberry River.	14,484	2.74	\$2,462,344.60
14	P2	Highway 211 South	Segment continues along Highway 211 NW towards Winder. Serves as connector between the west and central areas of Barrow Co.	23,565	4.46	\$4,006,033.00
18	P2	Ridgeway Road Split	Cuts through greenfield and warps around new developments from the north and south sides. Segment continues into downtown Bethlehem.	12,893	2.44	\$2,191,706.70
22	P2	Holsenbeck School Road	Begins at future airport park along Holsenbeck School Road all the way to Elementary School.	8,419	1.59	\$1,431,238.50
23	P2	Satham Northbound	Starts along 2nd street in North Satham. Segment continues into the intersection of Highway 82.	9,022	1.71	\$1,533,782.50
24	P2	Beech Creek South	Continuation of Highway 211 NW segment from Satham.	8,881	1.68	\$1,509,700.30
25	P2	Double Bridge Road	Begins north of Beech Creek. Continues east along Double Bridge Road towards the county line.	10,575	2.00	\$1,797,702.40
26	P2	Beech Creek	Segment continues along Beech Creek and intersects with the county line.	11,418	2.16	\$1,941,226.60
				~ 166,308	~ 31.50	~ \$28,272,416.10



Barrow County - West Zone

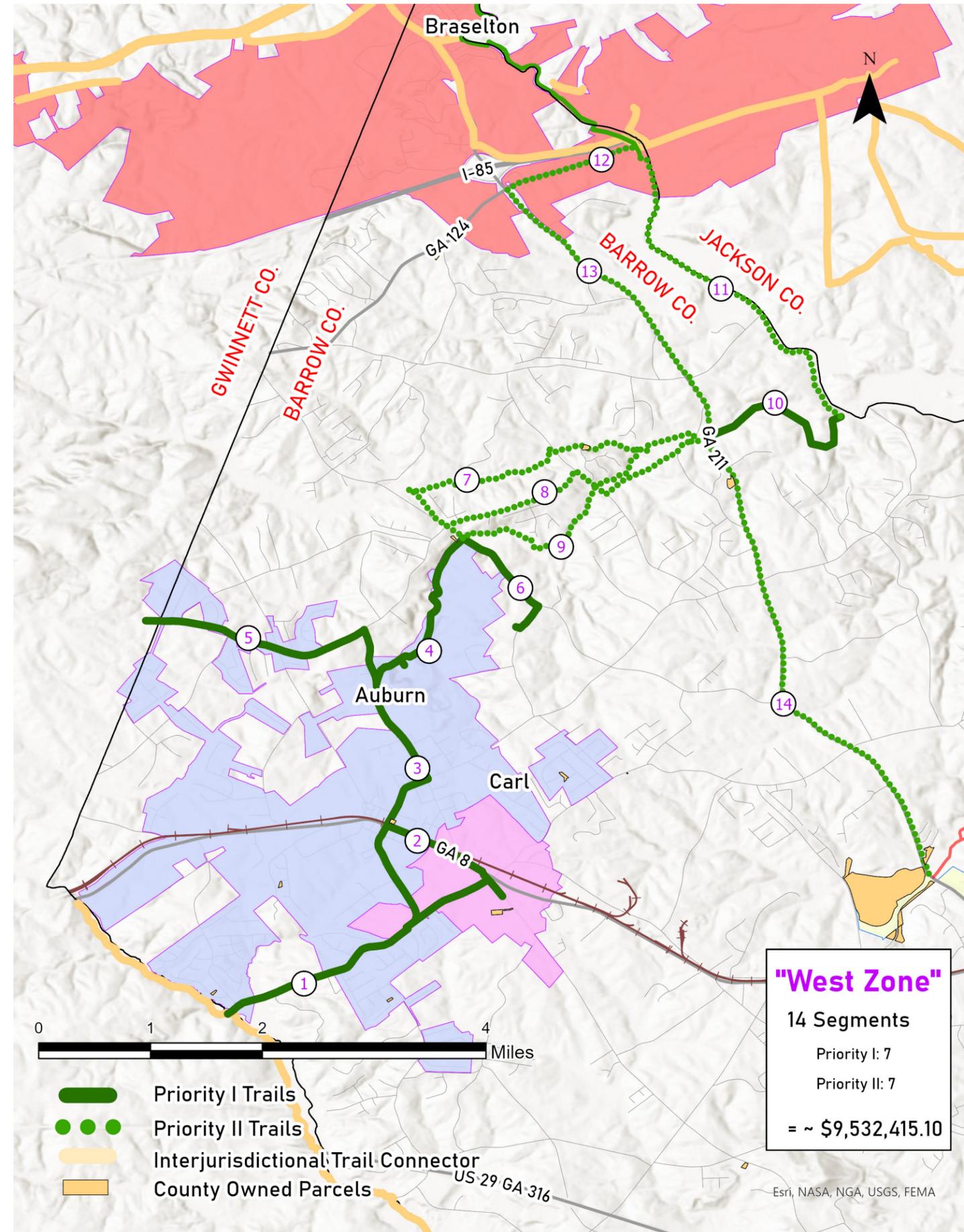
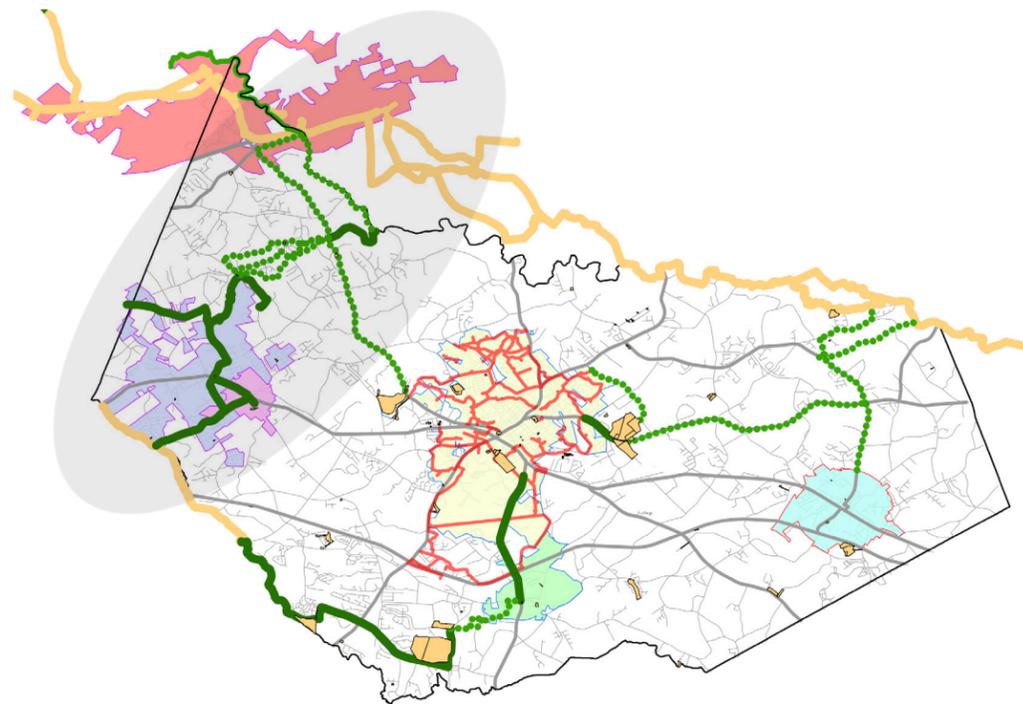
GOALS:

The west zone of Barrow County's proposed trail system circulates throughout three jurisdictions in the area - Auburn, Carl, Braselton and their rural counterparts. Of the 14 segments in this zone, there are 7 priority one and two links equating to roughly 32.01 miles.

Notably, this zone intends to connect residents to the Eastern Regional Greenway at the Rowan industrial complex and the Braselton LifePath trail network. Connecting to the Rowan property along the Apalachee River will enhance Barrow County residents' opportunities for active alternative transportation options to a planned employment center. These segments span into rural areas connecting lower densities onto trails circulating higher densities. Routes follow the right-of-ways of prominent streets, rivers, creeks, sewer easements, and/or rural highways.

ZONE CHARACTERISTICS:

- Blend of urban to rural connections
- Downtown circulation of Auburn and Carl
- Utilizes natural features (riparian corridor, slopes, farmland)



Barrow County - Central Zone

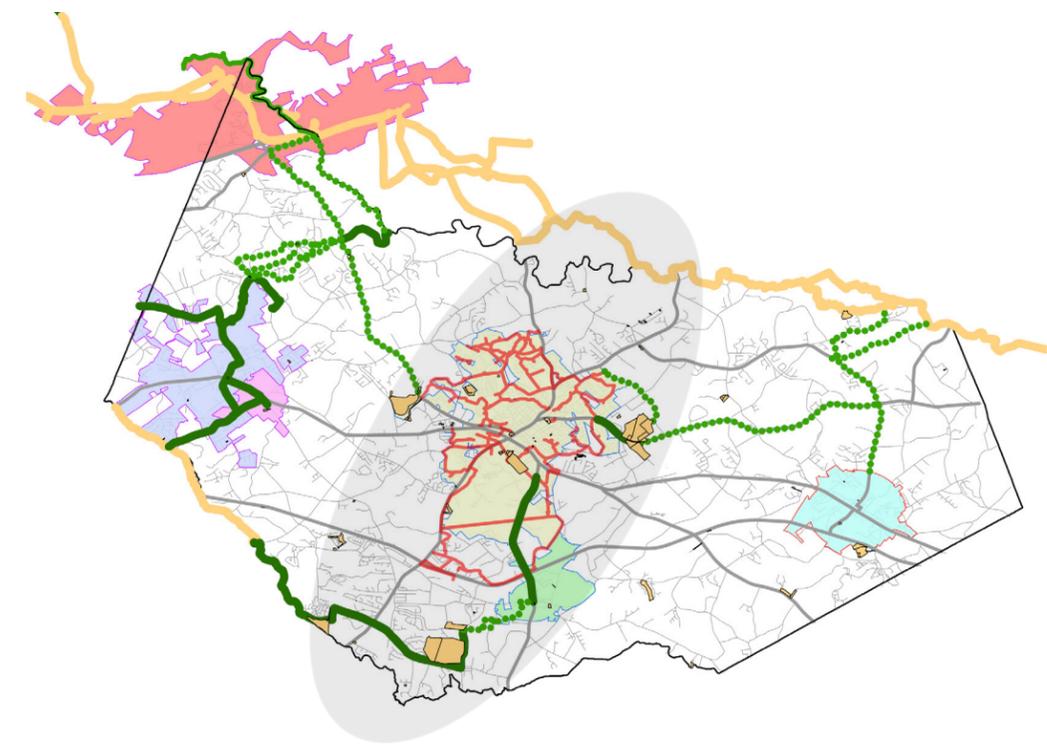
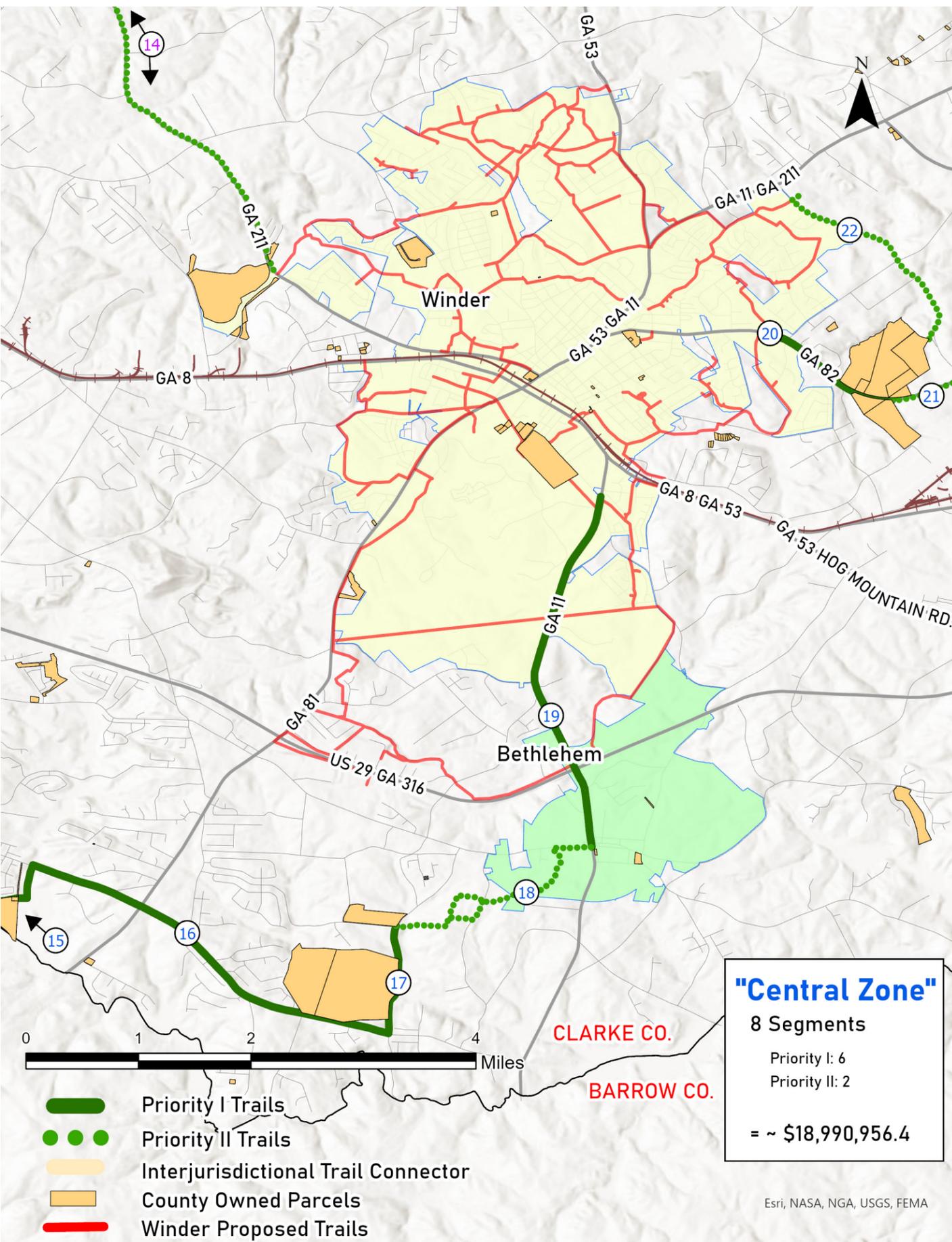
GOALS

The central zone of Barrow County's proposed trail system connects the county's east and west counterparts and circulates Winder and Bethlehem. Of the 8 segments in this zone, there are 6 priority one and 2 priority two links which equate to roughly 21.16 Miles.

This zone contains segments that connect Winder's east and west counterparts interspersed with the City's locally proposed trail network. Importantly, these routes also intersect with county-owned parcels creating potential for these areas. Routes connect Bethlehem to Winder in addition to rural linkages.

ZONE CHARACTERISTICS:

- Greenway to Winder connection
- Segments routed through county-owned parcels - value capture potential.
- Winder serves as county-wide epicenter for area connections in addition to City proposed routes.



Barrow County - East Zone

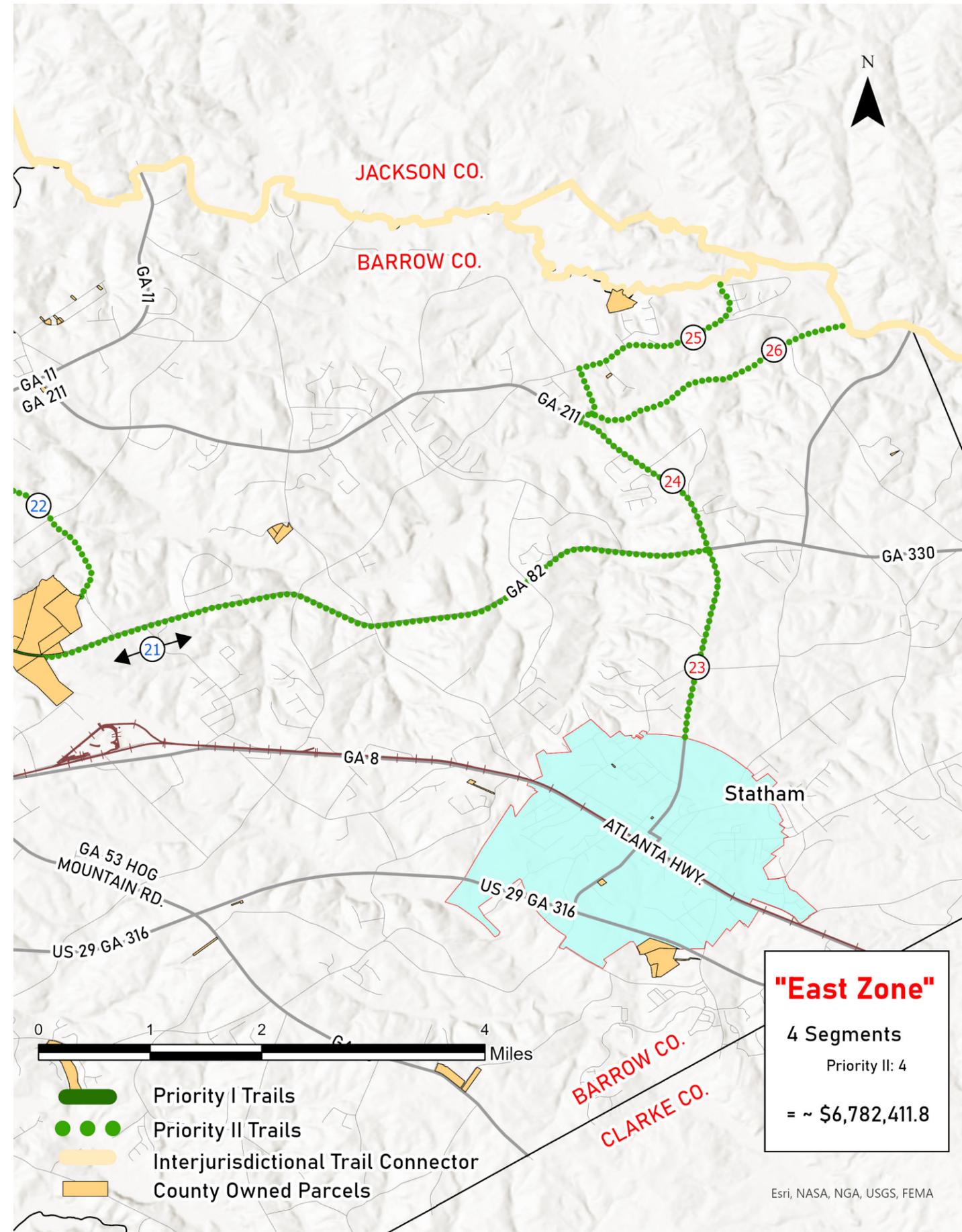
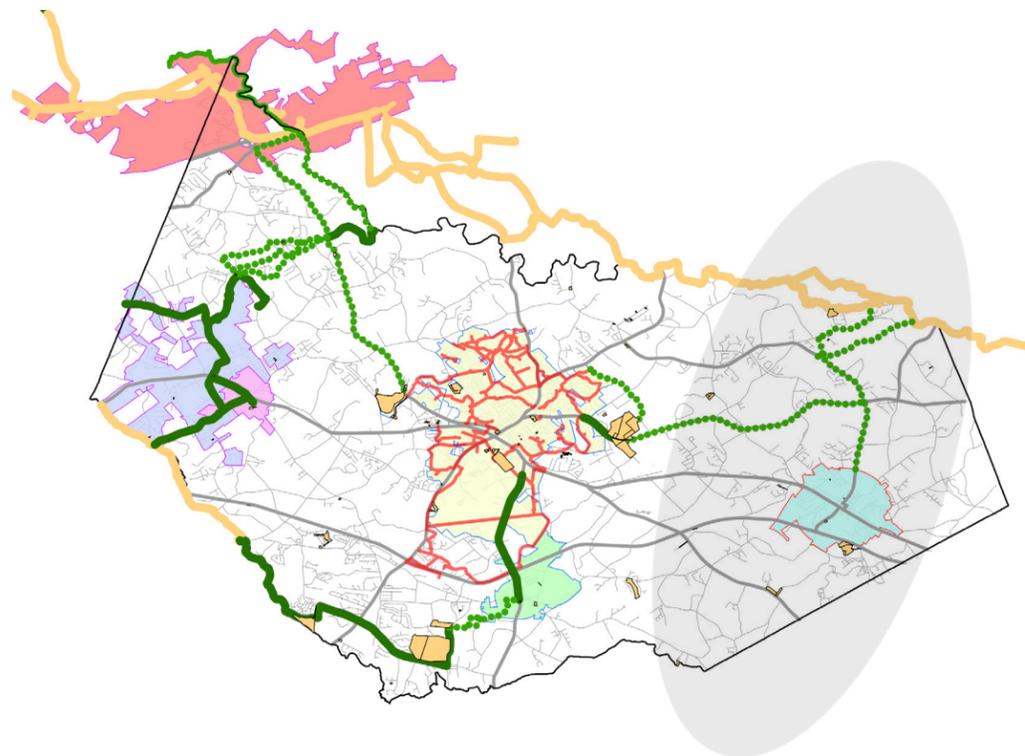
GOALS

The east zone of Barrow County's proposed trail system primarily circulates rural areas with routes along highways, streets, and greenfield terrain. Statham is the sole jurisdiction in this area excluding Winder. Of the 4 segments in this zone, there are 4 priority two segments equating to roughly 7.56 miles.

This zone contains segments that connect Statham and the central area to the interjurisdictional trail connector bordering Barrow and Jackson counties. While this zone mostly caters to rural populations, these connections place people en route to intersect with segments that provide county-wide trail access.

ZONE CHARACTERISTICS:

- Access to prominent active transportation corridors - county-wide travel potential.
- Circulation of lower densities.



CONCLUSION

This Trails Master Plan strives to accomplish a robust active transportation network in one of Georgia's fastest growing counties. In anticipation of this growth, the collection of priority one and two segments can strengthen and provide convenience to runners, hikers and cyclists alike, ultimately bridging the gap between urban and rural connections. Additionally, these estimates are based on the condition that each segment is a Paved Trail At-Grade (\$170 per LF). Specialized infrastructure such as trail heads should be determined at later phases depending on need, desire, and available resources. The estimate totals should serve ballpark figures and allow local governments, stakeholders, and elected officials to steer conversations accordingly. An additional consideration for future decisions that was not explored in this document is the allowance of motorized golf carts on the trail system.

DOCUMENTATION OF PUBLIC INVOLVEMENT (TO BE ADDED)

REFERENCES

- City of Copenhagen. Good, Better, Best: The City of Copenhagen's Bicycle Strategy 2011-2025.
- Speck, Jeff. Walkable City: How Downtown Can Save America, One Step at a Time. New York: Farrar, Straus and Giroux, 2012.
- U.S. Census Bureau, "Race," Decennial Census DEC Demographic and Housing Characteristics, Table P1, 2020, <<https://data.census.gov/table/DECENNIALDHC2020.P1?g=050XX00US13013>>, accessed September 24, 2025
- U.S. Census Bureau, "ACS Demographic and Housing Estimates," American Community Survey 1-Year Estimate Data Profiles, Table DP05, 2024 <<https://data.census.gov/table/ACSDP1Y2024.DP05?g=050XX00US13013>>
- U.S. Census Bureau, "ACS Demographic and Housing Estimates," American Community Survey 1-Year Estimate Data Profiles, Table DP05, 2021 <<https://data.census.gov/table/ACSDP1Y2021.DP05?g=050XX00US13013>>





Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Zach Churchill, Parks & Recreation

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the RFP2026-09 Design-Build Contractor Services Splash Pad at Victor Lord Park for the Parks & Recreation Department from Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of \$1,458,833.00, and authorize the Chairman to execute the agreement and approve the necessary budget amendment.

Purpose:

Consideration to approve the RFP2026-09 Design-Build Contractor Services - Splash Pad at Victor Lord Park for the Parks & Recreation Department from Scroggs & Grizzel Contracting, Inc. of Clermont, GA in the amount of \$1,458,833.00, and authorize the Chairman to execute the agreement and approve the necessary budget amendment.

Background/Summary:

The splash pad will be constructed at the VLP expansion adjacent to fields 12-14. Utilities were put in place when the expansion was constructed. Upon selection of the most qualified bidder, staff worked with contractor to modify scope to maximize the splash pad amenity and reduce cost.

Options:

- Approval of the agreement
- Denial of agreement

Finance Officer Comments (if applicable):

If approved, The Finance Department recommends funding the Splash Pad at Victor Lord Park for the Parks & Recreation Department from Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of \$1,458,833.00 from interest earned from the SPLOST 2022 funds and authorize the Chairman to execute the agreement and approve the necessary budget amendment.

Funding Source	Account Code	FY 2026 Approved Budget	FY 2026 Requested Budget Amendment
SPLOST 2022	3356100-541000-SL057	\$0.00	\$1,458,833.00

ATTACHMENTS:

[Splash Pad Site.pdf](#)

[Scroggs & Grizzel Contracting Inc. Agreement.pdf](#)

[Updated Preliminary Sketch.pdf](#)



DESIGN-BUILD CONSTRUCTION SERVICES AGREEMENT

**SPLASH PAD AT VICTOR LORD PARK
(RFP2026-09)**

This Design-Build Construction Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between **BARROW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County") and **Scroggs & Grizzel Contracting, Inc.** [INSERT FULL LEGAL NAME OF CONTRACTOR], a _____ Georgia Corporation [INSERT STATE WHERE CONTRACTOR ENTITY WAS FORMED (E.G., GEORGIA) AND THE TYPE OF ENTITY (E.G., CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, ETC.)] (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

WITNESSETH:

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

WHEREAS, the County solicited proposals for design and construction of the Project pursuant to the Request for Proposals, dated November 5, 2025, attached hereto as "**Exhibit A**" and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely proposal, attached hereto as "**Exhibit B**" and incorporated herein by reference, and met all proposal requirements such that the County awarded Project Number **RFP2026-09 Design-Build Contractor Services – Splash Pad at Victor Lord Park** to the Contractor; and

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

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

WHEREAS, based upon Contractor's proposal, the County has selected Contractor as the successful proposer; and

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

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

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance

of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

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

Section 1. Contract Documents

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

- A. Request for Proposals, attached hereto as "Exhibit A";
- B. Contractor Proposal Documents dated December 18, 2025, attached hereto as "Exhibit B";
- C. Scope of Work, attached hereto as "Exhibit C";
- D. Any required Performance Bond and/or Payment Bond, attached hereto collectively as "Exhibits D.1 and D.2";
- E. Noncollusion Affidavit of Prime Proposer, attached hereto as "Exhibit E";
- F. Final Affidavit, attached hereto as "Exhibit F";
- G. Alien Employment affidavits, attached hereto as "Exhibits G.1 and G.2";
- H. Plans, drawings and specifications, attached hereto collectively as "Exhibit H";
- I. Additional Payment/Retainage Requirements, attached hereto as "Exhibit I";
- J. Key Personnel, attached hereto as "Exhibit J";
- K. Contract Administration provisions (if issued), attached hereto as "Exhibit K";
- L. General Conditions (if issued), attached hereto as "Exhibit L";
- M. Supplementary Conditions (if issued), attached hereto as "Exhibit M";
- N. Notice of Award, attached hereto as "Exhibit N";
- O. Barrow County Code of Ethics (codified in the official Code of Barrow County);
- P. The following, which may be delivered or issued after the Effective Date of the

Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Contract Administrator

- A. Project. A general description of the Project is as follows: design and construction of a new splash pad at the County's Victor Lord Park (the "Project").
- B. Contract Administrator. The Contract Administrator for this Agreement shall be: **Zach Churchill ("Director of Parks and Recreation")**.

Section 3. The Work

- A. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in "**Exhibit C**", attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.
- B. Notice to Proceed. The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work ("Commencement Date") and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.
- C. Plans; Drawings and Specifications. The plans, drawings and specifications provided in "**Exhibit H**", attached hereto, are hereby acknowledged by the Parties and incorporated herein by reference.
- D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those

portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- (i) "Shop Drawings" are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- (ii) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (iii) "Samples" are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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

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

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

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

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the County and the Parties intend that all Work shall be completed on or before **October 31, 2026** (the "Expected Date of Final Completion"). Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the calendar year in which this Agreement is executed, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
- B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County

if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay the County **Five Hundred Dollars (\$500.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

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

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

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

- D. Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$ 1,458,833.00 (the "Maximum Contract Price"), except as outlined in Section 6 below. The compensation for Work performed shall be based upon flat fee, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Additional Payment Requirements. Additional payment requirements are included as "**Exhibit I**", attached hereto and incorporated herein by reference.
- C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- D. Taxes. The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.
- B. Right to Order Changes. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right

to determine reasonable terms, and the Contractor shall proceed with the changed work.

- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.
- D. Authority to Execute Change Order. The County Manager has authority to execute, without further action of the Barrow County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than twenty-five thousand dollars (\$25,000.00), must be approved by resolution of the Barrow County Board of Commissioners.
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.
- B. Meetings. The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County.

Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the County. This provision shall survive termination of this Agreement.

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

The Contractor's duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

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

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

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

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

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

rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

- G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.
- H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.
- I. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency

shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

- J. Contractor's Reliance on Submissions by the County. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.
- K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

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

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

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

M. Contractor's Representative. Mike Grizzel shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

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

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

O. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County's elected and appointed officials, officers,

boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

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

P. Insurance.

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) *Commercial General Liability:* \$2,000,000 (two million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or

death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

- (b) *Commercial Automobile Liability (owned, non-owned, hired):* \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) *Professional Liability:* \$2,000,000 (two million dollars) limit Professional Liability policy for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) *Workers' Compensation and Employers' Liability:* Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
- (e) *Builder's Risk Insurance:* Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Maximum Contract Price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage

and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by County; and iii) Performance of Work in connection with construction operations insured by the County, by its agents or lessees, or other contractors of the County or using agency.” The insurance coverage shall include extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

- (f) *Contractors Pollution Liability Insurance:* Contractors Pollution Liability insurance applicable to the project with liability limits of at least \$1,000,000 (one million dollars) per claim or occurrence to cover bodily injury, property damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant, and defense costs and expenses incurred.
- (g) *Commercial Umbrella Liability Coverage:* \$2,000,000 (two million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and Professional Liability.

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

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
 - (a) General Liability, Automobile Liability and Umbrella Liability Coverage.
 - (i) *Additional Insured Requirement.* The County and County’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party” and collectively “Insured Parties”) shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor;

products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.
- (c) All Coverages:
- (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after

thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

- (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
 - (iii) *Incorporation of Indemnification Obligations.* Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this

Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.
- Q. Bonds. Prior to beginning any work on the Project, the Contractor shall provide Performance and Payment bonds to the County on the forms attached hereto as “**Exhibits D.1 and D.2**” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- R. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.
- S. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:
- (1) the Contractor shall provide evidence on County-provided forms, attached hereto as “**Exhibits G.1 and G.2**” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or
 - (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

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

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

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

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

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

T. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

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

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records.

The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County's representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County's office. Further, Contractor shall permit the County or County's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the County or County's representative(s) shall not interfere with or disrupt such activities.

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

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

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

- W. Key Personnel. All of the individuals identified in “**Exhibit J**”, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor’s Project Manager or members of the Project team, as listed in “**Exhibit J**”, without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County’s decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor’s obligations under this Agreement and shall be grounds for termination.
- X. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor (“Materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- Z. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County

- A. Right of Entry. County shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. County's Representative. **Zach Churchill, Director of Parks and Recreation** shall be authorized to act on County's behalf with respect to the Work as the County's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County.
- B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within One year(s) [INSERT WARRANTY PERIOD] (the "Warranty Period") from the date of Final Completion (as defined in "Exhibit I", attached hereto and incorporated herein by reference) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for One year(s) [INSERT MAINTENANCE PERIOD] (the "Maintenance Period") from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and

shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

- A. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.
- D. Payment. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project,

County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.

- E. Assumption of Contracts. The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- H. Reservation of Rights and Remedies. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. County's Rights; Contractor Default

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

seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

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

Section 12. Construction Administration

If a Contract Administrator other than the County has been hired in relation to the Project, the Contract Administrator's administration of the construction of the Project shall be as described in "Exhibit K", attached hereto. The Contractor agrees to the construction administration provisions contained in "Exhibit K."

Section 13. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia, and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.
- F. Notices.

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

All communications relating to the day-to-day activities of the Work shall be

exchanged between Zach Churchill for the County and Mike Grizzel for the Contractor.

(2) *Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

NOTICE TO COUNTY shall be sent to:

Barrow County
County Manager
Barrow County Historic Courthouse
30 N. Broad Street
Winder, GA 30680

NOTICE TO CONTRACTOR shall be sent to:

Scroggs & Grizzel Contracting, Inc.
P.O. Box 706
Clermont, GA 30527

- G. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials,

officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of

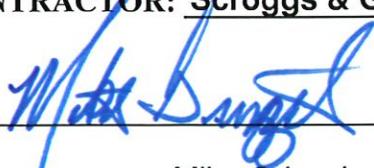
the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

- P. Material Condition. Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR: Scroggs & Grizzel Contracting, Inc.

By: 

Print Name: Mike Grizzel

Its: President

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:



Print Name: Kaycee Motes

Its: Secretary



BARROW COUNTY, GEORGIA

By: _____
Pat Graham, Chairman

[COUNTY SEAL]

Attest:

Abril Olivas, County Clerk

“EXHIBIT A”
REQUEST FOR PROPOSALS



**REQUEST FOR PROPOSALS
RFP2026-09**

**DESIGN-BUILD CONTRACTOR SERVICES –
SPLASH PAD at VICTOR LORD PARK**

**BARROW COUNTY, GEORGIA
NOVEMBER 5, 2025**

DATE OF OPENING: DECEMBER 4, 2025

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

REQUEST FOR PROPOSALS

RFP2026-09

**DESIGN-BUILD CONTRACTOR SERVICES – SPLASH PAD at
VICTOR LORD PARK
BARROW COUNTY BOARD OF COMMISSIONERS**

Date: November 5, 2025

PURPOSE: The purpose of this request is to provide qualified contractors or companies (hereafter called “vendors”) with sufficient information to enable them to submit a uniform proposal for the County’s review for design-build contractor service – splash pad at Victor Lord Park (VLP) (hereafter called “project”) required by the Barrow County Board of Commissioners. Also, to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County. This proposal will be evaluated and governed according to the Barrow County Purchasing Policy.

GENERAL: Barrow County Board of Commissioners is interested in entering into an agreement with a vendor that would provide services associated with design-build contractor services -- splash pad at VLP for the Barrow County Parks & Recreation Department.

OBJECTIVE: Barrow County Board of Commissioners desires to have design-build contractor services -- splash pad at VLP for the Barrow County Parks & Recreation Department located at 175 Second Street, Winder, Ga. 30680.

COMPLIANCE WITH THE REQUEST FOR PROPOSAL (RFP): Each prospective vendor must comply with all requirements of this RFP. Notice is hereby given to all vendors that if their submittals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of submittals, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. The vendor’s degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and possible selection for providing designated services. All instructions are to be considered an integral part of this RFP.

FIRM PRICE: Vendor shall provide a fixed price (lump sum) proposal to the County for design-build contractor services—splash pad at VLP.

TERM: It is intended that Barrow County Board of Commissioners will enter into an agreement with a vendor beginning at time of execution by Barrow County Board of Commissioners with project to be completed by May 31, 2026.

RIGHT TO SUBMITTED MATERIALS: All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the vendor shall be properly identified as to vendor and will become the property of Barrow County when received. Barrow County will not be responsible for any expenses incurred by any Vendor in the development of a response to this Request for Proposal including any

onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the County or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Vendor even if the Board of Commissioners has formally accepted a recommendation

CLARITY AND THOROUGHNESS: Barrow County must determine which vendor best meets its immediate and long-term objectives. It is the proposing vendor’s responsibility to ensure that all information in the proposal is thorough and easily readable by County. County, at its sole discretion, may reject any submittal that is unclear in any way.

PRE-SUBMITTAL CONFERENCE:

Barrow County Parks & Recreation will offer an on-site **MANDATORY** pre-submittal conference which will be held at the **Barrow County Parks & Recreation Department Offices, 175 2nd Street, Winder, GA 30680 on Thursday, November 20, 2025 at 2:00 p.m.** Proposers *must* attend to be eligible to submit a Response.

INQUIRIES: Proposing vendors, or their representatives or agents, **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. **Questions relating to this RFP must be submitted in writing to: Cindy Clack, Purchasing Manager (email: cclack@barrowga.org). *Deadline for questions is Friday, November 21, 2025 at 12:00 noon “Local Time”.* All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.**

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

- Issue Request for Proposal -----November 5, 2025
- Mandatory Pre-Submittal Conference----November 20, 2025
(2:00 p.m. “Local Time”)
- Deadline for Questions -----November 21, 2025
(12:00 Noon “Local Time”)
- Proposal Due Date -----December 4, 2025
(2:00 p.m. “Local Time”)
- Proposal Opening -----December 4, 2025
(2:00 p.m. “Local Time”)

SEALED PROPOSALS: Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with **“RFP2026-09 Design-Build Contractor Services—Splash Pad at Victor Lord Park”**. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and also plainly marked with **“RFP2026-09 Design-**

Build Contractor Services – Splash Pad at Victor Lord Park. The County will not be responsible for late mail deliveries and **no proposal will be accepted if received after the time stipulated by this RFP.** No proposal may be withdrawn or modified in any way after the deadline for RFP opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.**

PROPOSALS SHALL BE SUBMITTED TO:

Barrow County Board of Commissioners
Abril Olivas, County Clerk's Office
30 North Broad Street
Winder, GA 30680

Sealed proposals will be accepted in the Clerk's Office, no later than **2:00 PM "Local Time" Thursday, December 4, 2025.** Proposals will be opened in the Commission Meeting Room on the Second Floor at 30 North Broad Street, Winder, Ga. 30680 at 2:00 PM "Local Time" Thursday, December 4, 2025. All proposals will be evaluated and the project will be awarded, if it is awarded, within 60 days of the proposal opening.

LIABILITY AND RISK MANAGEMENT: See attached Agreement for Requirements.

PROPOSAL FORMAT: Vendor should submit an original (unbound) and four (4) copies of the requested proposal. The proposal shall consist of the following in the order shown:

- All pages are to be numbered sequentially, single-sided and closely follow the requested formats. Page limits to the Proposal Response are as follows:
- **Mandatory** - Letter of Interest and Minimum Qualifications maximum limit of two (2) pages typed and formatted to letter size (8.5" x 11") paper.
- Electronic Submittals *are not* allowed.
- **Pricing** – Use the attached "Design-Build Contractor Services—Splash Pad at Victor Lord Park Proposal Form" in submitting a lump sum price to County.
- **References** – Please complete the attached Refences Document.
- **Agreement** – All submitted proposals are to include an **executed** Agreement (the "Agreement") included in this package to indicate a willingness to comply with all terms of the Agreement. Upon award of the Project to the winning vendor, the County will execute the Agreement. Please be advised that the proposing vendor's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. **(Exhibits E, G.1, J and signature page must be executed. Please leave date of agreement blank).**

- Proposer Responsibility to Provide Full Response It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by Barrow County Parks & Recreation.
- The Proposer is to provide all requested materials, forms, and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering.
- During scoring and evaluation (prior to interviews if any), Barrow County Parks & Recreation will rely upon the submitted materials and shall not accept materials from the Proposer after the Proposal Response deadline.

SELECTION PROCESS:

All Responses that meet qualifications will move forward to be reviewed by the Response Committee. The Proposal Evaluation Response Committee will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Category Points	100
Experience and Qualifications	50
Selection and Pricing	30
References	20

DOCUMENTS: The following are included in this "Request for Proposal":

- Memo (1 Page)
- Request For Proposal (6 Pages)
- Scope of Work (2 Pages)
- Overall VLP Site Plan – For Reference Only (1 Page)
- VLP Sanitary Sewer Plan – For Reference Only (1 Page)
- VLP Site Plan Splash Pad Area – For Reference Only (1 Page)
- VLP Water Distribution Plan Splash Pad – For Reference Only (1 Page)
- VLP Splash Pad Satellite Photo (1 Page)
- Proposal Form (1 Page)
- References Document (1 page)
- Agreement (69 Pages)
- Ethics Ordinance (30 Pages)

Total Pages: 115

PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE:

Proposals will be reviewed, and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include compensation. Barrow County reserves the right to reject any and all proposals submitted, or where it may serve the best interest of the County, to request additional

information or clarification from those submitting proposals. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all proposals. Where two or more vendors are deemed equal, the County reserves the right to make the award to one of the vendors. At the County's discretion, presentations may be requested as part of the evaluation process.

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

“EXHIBIT B”

PROPOSAL DOCUMENTS FROM CONTRACTOR



Rochester | DCCM

LEGEND


RFP2026-09
 DESIGN-BUILD CONTRACTOR SERVICES
**SPLASH PAD AT
 VICTOR LORD PARK**
 Barrow County, Georgia



Scroggs & Grizzel
 CONTRACTING, INC.

6415 Cleveland Hwy
 Clermont, GA 30527
 770-532-5000
 www.sgci.com

 ORIGINAL

Rochester | DCCM

 **80 WEST**
 GROUP



Splash Pad at Victor Lord Park – Barrow County, GA

SGCI Original Total Cost of Project:

\$2,383,630.00

Value Engineering:

- Reduced the Overall Footprint of the Splash Pad Site, Moving the Splash Pad Closer to the Existing Building
- Reduced Splash Pad Features
- Reduced the Size of the Building to include the Electrical Room, Chemical Feed & Storage Room only
- Reduced the Concrete Scope
- Removed Landscaping and Decreased the Amount of Grassing
- Removed Site Furnishings from this Scope
- Removed Contingency

Total Value Engineering: \$924,797.00

SGCI Revised Total Cost of Project:

\$1,458,833.00

Prepared by:

Mike Grizzel, President/Project Manager

Scroggs & Grizzel Contracting, Inc.

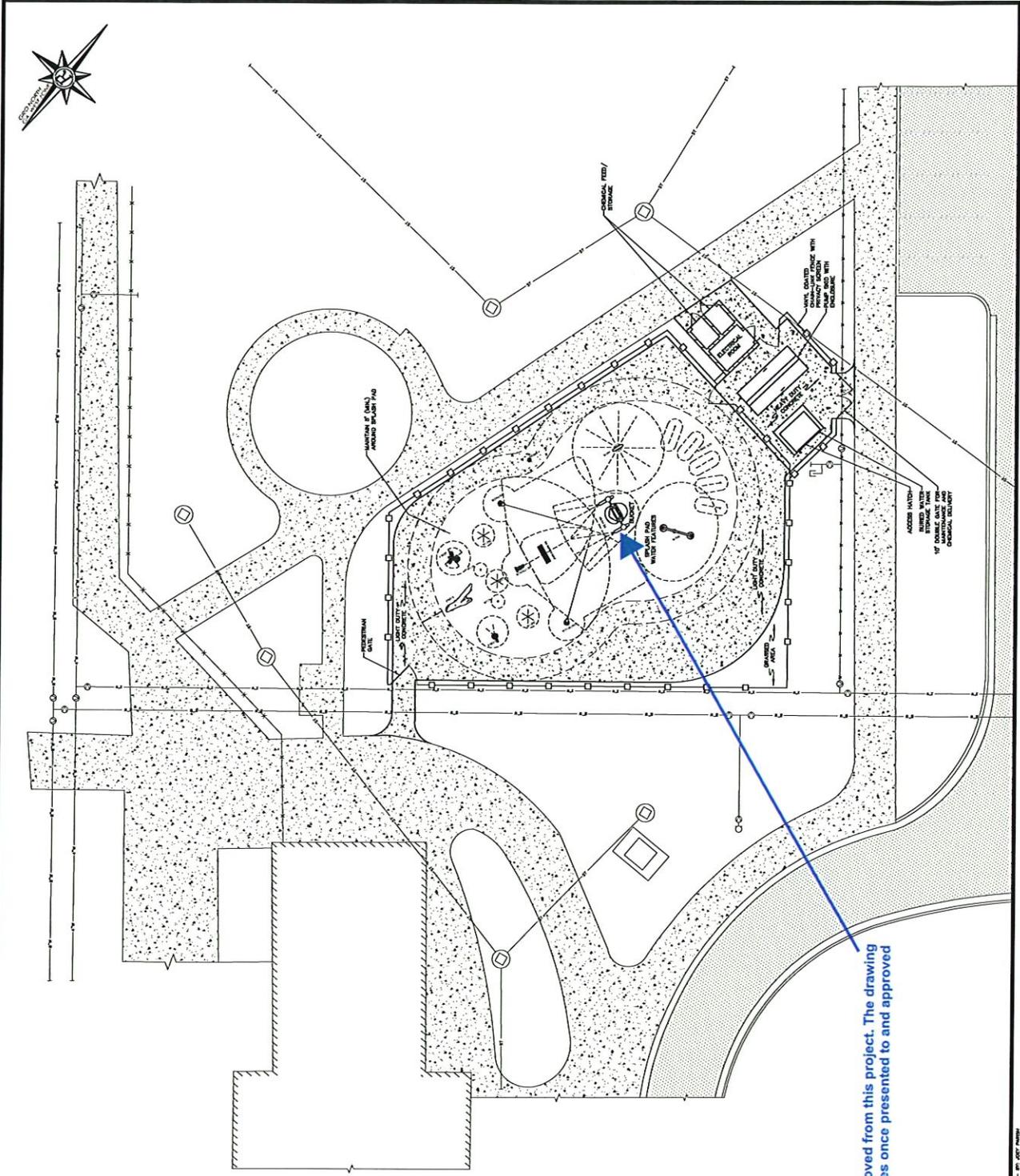
P.O. Box 706

Clermont, GA 30527

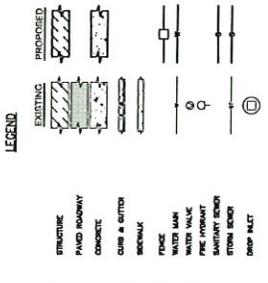
770-532-5000 Phone

770-532-0640 FAX

mgrizzel@hotmail.com



- COORDINATION NOTES**
1. SITE SKETCH IS PRELIMINARY IN NATURE, AND SUBJECT TO CHANGE.
 2. ALL UTILITIES TO BE COORDINATED WITH SURFACE CONSTRUCTION AND BE PROTECTED BY WATER BARRIERS ON-SITE STRUCTURES.
 3. ALL FENCE TABLES AND BENCHES SHALL BE W/NTL COATED STEEL.
 4. COVERED AREAS OUTSIDE OF BUILDING FOUNDATION, SUNSHEDS OR SHAWLS, SUNSHEDS OR SHAWLS, SUNSHEDS OR SHAWLS.
 5. LANDSCAPING AREAS SHALL BE DEVELOPED TO MATCH EXISTING AREAS OF PARK.
 6. ALL WORK SHALL ADHERE TO LOCAL, STATE, AND FEDERAL REGULATIONS AND ALL APPLICABLE NATIONAL BUILDING AND PLUMBING CODES (IBC & UPC).



NOTE: Bucket Features have been removed from this project. The drawing will be updated with replacement features once presented to and approved by the Owner.





LETTER OF INTEREST & MINIMUM REQUIREMENTS

December 18, 2025

Barrow County Board of Commissioners
Abril Olivias, County Clerk's Office
30 North Broad Street
Winder, GA 30680

Scroggs & Grizzel Contracting, Inc. (SGCI) respectfully submits this proposal in response to RFP2026-09 – Design-Build Contractor Services – Splash Pad at Victor Lord Park for Barrow County.

SGCI is a Georgia-licensed general contractor formed in 1993 and incorporated in 1994 as a non-union construction firm. SGCI has operated continuously for three decades, providing high-quality construction services throughout Northeast Georgia providing construction management, general contracting, and design-build services for public and private clients. We are fully qualified, licensed, insured, and experienced to perform the design and construction services required for this project.

SGCI has extensive experience working with municipal owners, parks and recreation departments, and public-use facilities, including recreational and community-focused projects. Our firm has successfully delivered projects utilizing the design-build delivery method, coordinating closely with owners, architects, engineers, and specialty consultants to control cost, schedule, and quality.

Scroggs & Grizzel Contracting, Inc. will serve as the **Design-Build Contractor** and will contract directly with the following qualified specialty consultants to provide full professional services required for the Splash Pad at Victor Lord Park.

Rochester | DCCM

Civil Engineering, Architecture & Structural Engineering

Rochester | DCCM will serve as the **Engineer of Record, Architect, and Structural Engineer** for the project and will provide comprehensive professional design services in coordination with SGCI and Barrow County.

Rochester | DCCM provides private and public entities with land surveying, civil engineering and program management services. While our technical knowledge and experience drive the success of our clients' projects, it is our relationship-based service—driven by a commitment to quality, reliability and responsiveness—that makes us a long-term, integral part of our clients' project teams. In fact, more than 75% of our business is for repeat clients, with numerous relationships spanning decades.

From initial concepts and due diligence to survey, design and management, our staff takes



Scroggs & Grizzel Contracting, Inc.

pride in meeting the scope, quality, schedule and cost objectives of clients' projects, and ensuring they unquestionably use us for their next project.

80 West Group

Splash Pad Designer, Equipment Furnisher & Installer

80 West Group will serve as the **Splash Pad Designer, Equipment Supplier, and Installer**, providing specialized water play system design and construction services.

80 West Group is a company specializing in aquatic play solutions, designing and installing splash pads and water features for parks and recreational areas, led by Principal Owner Cory Anderson, and often works with partners like Impact Parks & Cunningham Recreation on projects in communities like Bean Station and Millard Cooper Park. They focus on fun, water-centric park additions, using features like dumping buckets and water slides to create enjoyable public spaces, as seen in their project highlights on Instagram.

As a team, we have been working on the design and projected schedule for this project. We appreciate the opportunity to present Scroggs & Grizzel Contracting, Inc., Rochester | DMMI and 80 West to the Barrow County Board of Commissioners.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Grizzel". The signature is fluid and cursive, with a large initial "M" and "G".

Mike Grizzel, President
Scroggs & Grizzel Contracting, Inc.
770-503-4602
mgrizzel@hotmail.com



"Where The Beautiful Mountains Begin"

P.O. Box 257 • Clermont, Georgia • 30527

Phone 770-983-7568 • Fax 770-983-7569 • townofclermont@gmail.com

BUSINESS LICENSE (NON-TRANSFERABLE) FOR THE YEAR 2025

LICENSE NO: 009-02-2025 **DATE:** January 9, 2025

RECEIVED OF: Scroggs & Grizzel Contracting, Inc.

BUSINESS ADDRESS: 6415 Cleveland Highway, Clermont, GA 30527

DOLLARS: \$75.00

**IN CONSIDERATION OF WHICH THE ABOVE IS GRANTED A LICENSE
FOR CARRYING ON THE BUSINESS OF:** Commerical Construction

WITNESS MY HAND AND SEAL OF THE TOWN
THE DAY AND YEAR ABOVE WRITTEN.



Aly Lopez

TOWN CLERK

DISPLAY IN A CONSPICUOUS PLACE**



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Scroggs & Grizzel Contracting Inc

Owner:

Address: 720 Main Street

Gainesville GA 30501

Primary Source License Information

Lic #:	GCCO000322	Profession:	Residential/General Contractor	Type:	General Contractor Company
Secondary:		Method:	Application	Status:	Active
Issued:	4/25/2008	Expires:	6/30/2026	Last Renewal Date:	5/6/2024

Associated Licenses

Relationship: Supervisor

Licensee: Grizzel, Michael W

License Type: General Contractor Qualifying Agent

License #: GCQA000897

License Status: Active

Established: 4/25/2008

Association Date: 10/19/2006

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

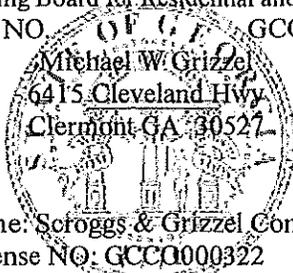
No Other Documents

Data current as of: January 9, 2025 11:15:26

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA000897



Michael W. Grizzel
6415 Cleveland Hwy
Clermont GA 30527

Company Name: Scroggs & Grizzel Contracting Inc
Company License NO: GCCQ000322
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 04/25/2008



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA007937



Lechillo-Kaye Motes
8625 Skitts Mountain Road
Clermont GA 30527

Company Name: Scroggs & Grizzel Contracting Inc
Company License NO: GCCQ007938
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 09/12/2022

REQUEST FOR PROPOSALS
RFP2026-09
DESIGN-BUILD CONTRACTOR SERVICES – SPLASH PAD at VICTOR LORD PAEK

REFERENCES – AGENCIES YOU HAVE PROVIDED SIMILAR SERVICES (PROVIDE 3 REFERENCES)

Scroggs & Grizzel Contracting, Inc.

Project: Frances Meadow Aquatic Center Value: \$11,901,199.00

Owner: The City of Gainesville, GA

Address: City of Gainesville, GA P.O. Box 2496 Gainesville, GA 30503

Frances Meadow Aquatic Center 1545 Community Way Gainesville, GA 30503

Contact Person: Barclay Fouts, City of Gainesville Public Utilities

Contact Title, Phone No., & Email Address: Project Manager

678-283-0111 Phone; bfouts@gainesville.org

Rochester | DCCM

Project: Splash Island Elberton Value: \$2,200,000.00

Owner: City of Elberton, GA

Address: City of Elberton, GA 203 Elbert St. Elberton, GA 30635

Splash Island Elberton 324 N McIntosh St Elberton, GA 30635

Contact Person: Kevin Eavensen

Contact Title, Phone No., & Email Address: City Manager

706-213-3227 Phone; KEavenson@CityOfElberton.net

80 West Group

Project: Mint Hill Community Center Value: \$1,200,000.00

Owner: Town of Mint Hill, North Carolina

Address: Town of Mint Hill 11540 Bain School Road Mint Hill, NC 28227

Mint Hill Community Center 11524 Bain School Rd Mint Hill, NC 28227

Contact Person: Steve Frey

Contact Title, Phone No., & Email Address: Assistant Town Manager

704-545-9726 Phone; sfrey@adminminthill.com



Frances Meadows Aquatic Center

Gainesville, GA



OWNER:
The City of Gainesville
SERVICES:
Construction Manager

COMPLETION DATE:
December 2008

PROJECT MANAGER:
Mike Grizzel

SUPERINTENDENT:
David Anthony

PROJECT COST:
\$11,901,199

FEATURES:

Indoor and outdoor aquatic center used for both competition and recreational use. This Center facilitates a 10-lane competition pool with a 300 stadium seating capacity, 4-lane Indoor instructional pool which is ADA accessible with ramp, splash pad and kiddie pool, Fitness center, concessions, lounges, locker/changing rooms and playground pavilion.

CONTACT:

Barclay Fouts ♦ City of Gainesville ♦ (770) 533-5886
Matthew Cramer ♦ Lose & Associates ♦ (615)242-0040





ELBERTON SPLASH PAD PROJECT
CITY OF ELBERTON | GEORGIA

Rochester | **DCCM**



FIRM
Rochester | DCCM

RESPONSIBILITY
Prime

CLIENT CONTACT
Kevin Eavenson
City Manager
Elberton, GA
706.213.3227
KEavenson@CityOfElberton.net

PROJECT MANAGER
Ben Hefner, PE
404.255.2650
BHefner@DCCM.com

CONSTRUCTION COST
\$2.2 M

SERVICES PROVIDED

- Engineering
- Design
- Bid Assistance
- Construction Management
- Design Development
- Land Surveying
- Construction Drawings
- Erosion Control Plans
- Specifications
- Permitting
- Construction Procurement
- Construction Engineering
- Cost Estimating
- Project Management

Rochester | DCCM assisted the City of Elberton with the engineering, design, bid assistance, and construction management services for the construction of a new Splash Pad Facility for the City. The project featured a new Events Building with Splash Pad constructed on a 5 acre parcel owned by the City. The 2,500 sq ft Events Building consisted of masonry veneer with standing seam metal roof that features a covered patio for hosting events, concessions sales area, Men's and Women's restrooms and mechanical rooms. Site work included grading, drainage improvements, new utilities, paving, concrete deck, security fencing, new front and side parking areas, handicap parking and accessibility.

Group 335297760, Grouped objectThe Splash Pad includes 18 play features including a climbable play structure, 2 water slides, 2 water cannons, large dump bucket and 12 individual unique spray features. Operation of the splash pad is initiated by 2 activators that, when touched by a patron, start operation of the pumping and treatment systems. Utilizing the activators to run the splash pad only when patrons are present saves the City electrical and chemical operating costs. The mechanical features of the splash pad include 2, 3HP filter pumps operating at 88 GPM each, a 15HP feature pump operating at 670 GPM, over 2,000 linear feet of 1.5, 4, 8 and 10-inch PVC feature and drain piping, 2 sand filters rated at 83 GPM each, A 5,000 gallon water control/storage tank, UV disinfection system, Chlorine and pH chemical tanks, sodium hypochlorite and muriatic acid feeders, 2 flow meters and main control panel. The equipment was purchased by the City prior to the start of the project.

Design was started in May of 2023 and the construction phase began in March 2025. The construction schedule was extremely aggressive in order to have the facility open for public use for the 2025 season. The City set the contract time at 120 days. Site work began in March 2025 and the facility was completed and placed in to operation by mid-September 2025. The total construction costs were \$2.2M.





The Mint Hill Splash Pad is an exciting new attraction conveniently located at 11524 Bain School Road. The splash pad promises to be a wonderful addition to the community, offering a refreshing and fun-filled experience for families and children of all ages. This new facility is designed to provide a safe and interactive environment where visitors can enjoy a variety of water features, including sprinklers, fountains, and playful water jets. With the summer heat in full swing, the opening of the splash pad is timely, providing a perfect spot for residents to cool off and enjoy outdoor recreation. This initiative is part of a broader effort to enhance local amenities and encourage community engagement.



“EXHIBIT C”
SCOPE OF WORK



SGCI understands that the Splash Pad at Victor Lord Park is a public recreational facility requiring careful coordination of design, safety, durability, and long-term maintenance considerations.

SGCI will manage and coordinate Rochester | DCCM and 80 West Group as part of a single, integrated Design-Build team, ensuring:

- Clear lines of responsibility
- Streamlined communication with Barrow County
- Coordinated design and construction schedules
- Cost control and constructability review
- Efficient permitting and approvals

This integrated approach minimizes risk, reduces change orders, and ensures the Splash Pad at Victor Lord Park is delivered on schedule and in full compliance.

SGCI proposes to deliver the Splash Pad project using a team-based construction approach, emphasizing early coordination, clear communication, and proactive problem-solving. Our approach includes:

- Early collaboration with the Owner and design professionals
- Detailed scheduling and cost control
- Strict safety and quality control procedures
- Coordination with specialty subcontractors and suppliers
- Minimization of disruption to park users and surrounding areas

This collaborative method reduces construction time, controls costs, and ensures the final product meets the intended design and functional goals.

Rochester | DCCM

Civil Engineering Services

- Site investigation and verification of existing conditions
- Preparation of civil construction documents including:
 - Site layout and grading
 - Drainage and erosion control
 - Utility connections and coordination
 - Pavement, hardscape, and ADA-compliant routes
- Stormwater management design and compliance
- Coordination with local and state permitting agencies
- Construction administration support related to civil scope

Architectural Services

- Architectural layout and design of splash pad support structures and restroom facilities
- Code-compliant building design in accordance with applicable local, state, and ADA requirements
- Preparation of architectural drawings for permitting and construction



- Coordination with County staff on layout, finishes, and functionality
- Review of submittals and responses to RFIs during construction
- Site visits as required to support construction progress

Structural Engineering Services

- Structural analysis and design of foundations and support elements
- Structural systems for restroom buildings, shade structures, and equipment pads
- Design of reinforced concrete elements related to splash pad and utility infrastructure
- Preparation of stamped structural drawings
- Coordination with architectural and civil disciplines
- Construction administration related to structural scope

Rochester | DCCM will provide sealed construction documents suitable for permitting and construction and will support the project through completion.

80 West Group

Design & Engineering Services

- Splash pad layout and feature design
- Stamped plans suitable for Health Department review
- Design of recirculation, filtration, and water treatment systems
- Coordination with civil and architectural plans
- Compliance with applicable health, safety, and operational standards

Equipment & Systems Furnishing

- Commercial-grade interactive spray features
- Recirculation pumps and filtration equipment
- Chemical treatment and automated control systems
- Electrical control cabinet and system components
- System components designed for durability and long-term maintenance

Installation & Construction Services

80 West Group will provide complete installation of the splash pad system, including:

- Installation of all splash features and recirculation footings
- Piping and system connections
- Feature bonding
- Connection to utility taps provided by others within 20 feet of the splash pad:
 - 2-inch water line
 - 6-inch sanitary sewer
 - 6-inch storm sewer
- Electrical connection to cabinet service box
- System testing, start-up, and commissioning
- Owner training for operation and maintenance

Coordination with General Contractor

SGCI will perform and coordinate the associated general construction scope, including:



- Excavation of splash pad area (10–11 inches) for approximately 2,500 SF spray zone
- Excavation for water storage tank (2,000 or 4,000 gallon as selected)
- Placement of stone base and backfill around tanks and piping
- Utility taps and coordination with site utilities
- Integration of splash pad construction with overall park improvements

Upon completion of the project, Scroggs & Grizzel Contracting, Inc. (SGCI) will provide:

- Product data sheets and warranties
- Operations and maintenance manuals
- As-built plans upon project completion
- Project schedules with milestones
- Warranty logs

**Conceptual design developed by the SGCI, Rochester | DCCM and 80 West
Group Design Team**

“EXHIBITS D.1 AND D.2”

PAYMENT AND PERFORMANCE BONDS

**“EXHIBIT
D.1”**

PERFORMANCE BOND

**BARROW
COUNTY**

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY, hereinafter referred to as the "Contractor's Surety"), jointly and severally, and their heirs, executors, administrators, successors, and assigns, are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the "County"), for the performance due under the Contract in the sum of _____.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as the Splash Pad at Victor Lord Park (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

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

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

and any warranties or guarantees required thereunder, then Principal and Surety shall have no obligation hereunder; otherwise this Performance Bond shall remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:

- a. The Contractor's Surety shall commence performance of Principal's obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor's Surety, though the failure of County to provide such notice shall not constitute a failure to comply with a condition precedent to Contractor's Surety's obligations hereunder or release Contractor's Surety from its obligations hereunder;
- b. The means, method or procedure by which the Contractor's Surety undertakes to perform the obligations under this Performance Bond shall be subject to the advance written approval of the County.
- c. Upon notice of the County of Principal's failure of performance or default under or breach of the Contract, Contractor's Surety shall promptly and at its own expense take one of the following actions:
 - (i) Arrange for Principal, with the County's consent, to perform and complete the performance required under the Contract;
 - (ii) Undertake to perform and complete the performance due under the Contract itself, through its agents or independent contractors;
 - (iii) Obtain bids or negotiated proposals from qualified contractors acceptable to the County for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the County and a contractor selected with the County's

concurrence, and in accordance with applicable bidding requirements, to be secured with performance and payment bonds provided by a qualified surety equivalent to the bonds issued in connection with the Contract, and pay to the County the amount of damages County has incurred as a result of Principal's default under the Contract; or

- (iv) Determine, subject to the approval of the County, the amount for which Contractor's Surety is liable to County and promptly make payment of said amount to County.
3. If Contractor's Surety does not proceed to perform as required hereunder within the thirty (30) day time limit prescribed herein, Contractor's Surety shall be deemed to be in default on the Performance Bond and the County shall be entitled to enforce any remedy available to County at law or equity.
4. Contractor's Surety shall also be responsible for : (a) the responsibilities of the Contractor for the correction of defective work and completion of the performance due under the Contract; (b) any additional legal, design professional, and delay cost resulting from Contractor's default; (c) any liquidated damages due under the Contract, or actual damages if liquidated damages are not provided for in the Contract; and (d) any damages resulting from the failure of Contractor's Surety to perform as required hereunder.
5. This Performance Bond shall be governed by Georgia law, not including Georgia choice-of-law provisions. Exclusive venue for any litigation regarding this performance bond shall be in the Superior Court of Barrow County, Georgia.
6. The County is an intended beneficiary of this Performance Bond.

7. The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, (including without limitation changes to the contract price), and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Performance Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

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

9. Notices hereunder shall be given by certified mail, return receipt requested, or by overnight delivery and shall be effective upon receipt or refusal by the recipient. Addresses for notices hereunder are as follows:

For Notices to Principal:

For Notices to Contractor's Surety:

(Signatures appear on following page)

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

CONTRACTOR (“Principal”):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

**“EXHIBIT
D.2”**

PAYMENT BOND

**BARROW
COUNTY**

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as CONTRACTOR, hereinafter referred to as the “Principal”), and _____

(as SURETY, hereinafter referred to as the “Contractor's Surety”), jointly and severally, and their heirs, executors, administrators, successors, and assigns, are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), to pay for labor, materials, services, and equipment furnished for use and in the performance of the Contract in the sum of any “Claimant,” as hereinafter defined, in the sum of _____ Dollars.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as the Splash Pad at Victor Lord Park (hereinafter referred to as “the Project”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “Contract”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor, equipment, services, and materials used or reasonably required for use in the performance of the Contract, and defends, indemnifies and holds harmless the County from claims, demands, liens, or suits by any person or entity seeking payment for labor, equipment, services, or materials furnished for use in the performance of the Contract, then the Principal and Contractor's Surety shall have no obligation under this Payment Bond; otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any Subcontractor (at any level), or other person or entity furnishing labor, equipment, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, equipment, services, or materials are sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of Contract with the Principal or any Subcontractor performing Work on the Project. A "Claim" shall mean any written claim or demand or suit for payment for the furnishing of labor, equipment, services, or materials used, or reasonably required for use, in the performance of the Contract, made or brought by a Claimant.

2. **Contractor's Surety's Duty to County**

Upon notification by the County of any Claim against the County, or of a Lien filed against the property of the County by a Claimant, Contractor's Surety shall promptly, and at the expense of Contractor's Surety, defend, indemnify, and hold harmless the County against such Claim and shall either settle or resolve the Claim and shall remove, or cause the removal, of any such Lien by bond or otherwise.

3. **Contractor's Surety's Duty to a Claimant**

Upon notice to Contractor's Surety, either by the County or a Claimant, of a Claim, Contractor's Surety shall, within 30 days after receipt of notice of the Claim, respond to such Claimant, with a copy of such response to be furnished to the County and Principal, which response shall: (a) identify and components of such Claim which are undisputed, and (b) identify any components of such Claim which are disputed and the basis for such dispute. Surety shall then pay or tender, or arrange for payment or tender by Contractor, of any amounts indisputably due to such Claimant, within ten days after said response is given. The fact that Contractor's Surety disputes a portion

of a Claim shall not relieve Contractor's Surety from its obligation to defend, indemnify, and hold harmless the County hereunder.

4. This Payment Bond shall be governed by Georgia law, not including Georgia choice-of-law provisions. Exclusive venue for litigation regarding this payment bond shall be in the Superior Court of Barrow County, Georgia.

5. The County is an intended beneficiary of this payment bond.

6. Amounts owed by the County to the Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any construction performance bond issued in connection with the Contract.

7. By the Principal furnishing and the County accepting this Payment Bond, both agree that all funds earned by the Principal in the performance of the Contract shall be dedicated to satisfy obligations of Principal and Contractor's Surety under this Payment Bond, subject to the County's priority to use such funds for the completion of the Work under the Contract and to satisfy amounts due by Principal to the County in connection therewith.

8. The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes (including without limitation changes to the contract price), and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

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

10. Notices hereunder shall be given by certified mail, return receipt requested, or by overnight delivery and shall be effective upon receipt or refusal by the recipient. Addresses for notices hereunder are as follows:

For Notices to Principal:

For Notices to Contractor's Surety:

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

“EXHIBIT E”
NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

RFP2026-09 Design-Build Contractor Service – Splash Pad at Victor Lord Park

STATE OF Georgia
COUNTY OF Hall

Mike Grizzel, being first duly sworn, deposes and says that:

(1) He/she is Owner (e.g., Owner, Partner, Officer, Representative, or Agent) of Scroggs & Grizzel Contracting, Inc. (the “Proposer”) that has submitted the attached Proposal;

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

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

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

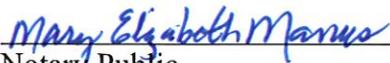
(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

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


Signature of Authorized Officer or Agent

Mike Grizzel, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 18th DAY OF
December, 2025.


Notary Public

[NOTARY SEAL]

My Commission Expires:

April 23, 2028



“EXHIBIT F”

FINAL AFFIDAVIT

STATE OF _____

COUNTY OF _____

TO BARROW COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of **RFP2026-09 Design-Build Contractor Service – Splash Pad at Victor Lord Park** for Barrow County, Georgia, have been paid and satisfied in full as of _____, 2025, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 2025, _____, who under oath deposes and says that he/she is _____ of the firm of _____, that he/she has read the above statement, and that to the best of his/her knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

“EXHIBIT G.1”

STATE OF Georgia
COUNTY OF Hall

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

Federal Work Authorization User Identification
Number 162930

6/19/2009
Date of Authorization

Scroggs & Grizzel Contracting, Inc.
Name of Contractor

RFP2026-09 Design-Build Contractor Service –
Splash Pad – Victor Lord Park
Name of Project

Barrow County, Georgia
Name of Public Employer

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

Executed on December 18, 2025, in Clermont (city), Georgia (state).

[Signature]
Signature of Authorized Officer or Agent

Mike Grizzel, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE 18th DAY OF December, 2025.

[Signature]

Notary Public

[NOTARY SEAL]

My Commission Expires:

April 23, 2028



“EXHIBIT G.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

Federal Work Authorization User Identification Number

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

Date of Authorization

Executed on _____, 20__ in _____(city),
_____(state).

Name of Subcontractor

Signature of Authorized Officer or Agent

RFP2026-09 Design-Build Contractor Service –
Splash Pad – Victor Lord Park
Name of Project

Printed Name and Title of Authorized Officer or Agent

Barrow County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

“EXHIBIT H”

APPROVED PROJECT PLANS, DRAWINGS AND SPECIFICATIONS

RFP2026-09 Design-Build Contractor Service – Splash Pad at Victor Lord Park

*To be developed during Design Phase of the Scope of Services and updated/amended following completion of the Construction Phase of the Scope of Services.

See Exhibits A, B, and C above for additional information and specification.

“EXHIBIT I”

ADDITIONAL PAYMENT TERMS

RFP2026-09 Design-Build Contractor Service – Splash Pad at Victor Lord Park

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) “Substantial Completion” means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).
 - (ii) “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
 - (iii) “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.
 - (iv) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Payment for Work Completed and Costs Incurred. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the County (which approval shall be given at the sole discretion of the County), such materials and equipment suitably stored, insured, and protected off site at a location approved by the County in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The County shall pay the Contractor within thirty (30) calendar days after approval of the invoice by County staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

- C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the County a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and County in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the County. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the County shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the County in its sole discretion. The County shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the County, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the County of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

- D. Final Payment and Retainage. The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by such invoice. Payment for the remaining ten percent (5%) of Work completed and covered by such invoices shall be retained by the County until Substantial Completion. At the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within thirty (30) days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor

and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County; provided, however that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

“EXHIBIT J”

KEY PERSONNEL

RFP2026-09 Design-Build Contractor Service – Splash Pad at Victor Lord Park

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
Mike Grizzel	_SGCI_____, Project Manager
Kaycee Motes	SGCI, Assistant Project Manager
Ben Heffner	Rochester DCCM, Project Engineer
Cory Anderson	80 West Group, Splash Pad Systems Lead



Mike Grizzel General Contractor Qualifying Agent
President, Executive Project Manager



State License:
GCQA007937

PROFESSIONAL BACKGROUND

Mike Grizzel has been in the residential & commercial construction industry for 50 years with extensive experience working in all aspects of construction. Mike's projects have ranged from wood frame to structural steel, masonry to total poured in place concrete building. Mike is a Butler Metal Building dealer with vast experience and knowledge in pre-engineered metal building construction.

PARTIAL RELATED EXPERIENCE

Hall County Commissioners

Library Main Branch, Gainesville GA
Hal County Sheriff's Office 3rd Floor Renovation

City of Gainesville, GA

Frances Meadows Aquatic Center
Gainesville Historic City Hall
City of Gainesville Admin Offices Renovations
City of Gainesville Admin Plaza Renovations

Habersham Co. Board of Commissioners

Ruby Fulbright Aquatics Center
Habersham Co Turnerville Fire Station

Banks Co. Board of Commissioners

Windmill Park Sports Complex & Walking Trails
Banks Co. Senior Center

Piedmont University, Demorest GA

Piedmont University Student Commons
Piedmont University Art Building
Piedmont University Art Gallery Renovation
Piedmont University Mystic Hall Dorm
Piedmont University Plymouth Hall
Piedmont University New Bedford Hall
Piedmont University Sewell Education Center

REFERENCES:

Lisa MacKinney
Hall County Library
(770) 532-3311

Jackie Walters
Walters Management Co.
(770) 534-1094

Barclay Fouts
City of Gainesville, GA
(770) 535-6878





Cory Anderson is an aquatic play solution expert and the Founder/Owner of 80 West Group. With over 23 years of experience in the industry, Cory has been a partner in three successful companies throughout his career. He has personally completed over 350 aquatic play projects that has received numerous aquatic industry awards.

Cory's expertise is widely recognized, as he was selected as a member of the National Park and Recreation Association Splashpad Advisory Board. He also served as the past president and member of the mParks Foundation Board. Cory's educational background includes a BA degree in Business with a focus on Sports Management and Recreation, and wellness, as well as a MBA in Business Sport Administration.

In 2011, Cory joined forces with the owner of Vortex Aquatic Structures, focusing on turnkey aquatic play projects in the Midwest. His dedication and success led him to become the business development director at Vortex, specializing in complex projects valued at \$1M+. In 2016, he sold VMW to his partner and transitioned to Cornelius, NC with his family.

In 2019, Cory established 80 West Group to provide top-notch aquatic play consulting services to the Southeast US market. As a family-owned firm, they specialize in designing and installing various aquatic amenities, including splash pads, fountains, water slides, and aquatic play structures. Based in Cornelius, NC, their work primarily serves the southeastern region of the United States.



“EXHIBIT K”

CONTRACT ADMINISTRATION

Zach Churchill (“Director of Parks and Recreation”) is the County’s Contract Administrator.

- A. Communications. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the County and the Contractor shall endeavor to communicate with each other through the Contract Administrator about matters arising out of or relating to the Agreement. The Contract Administrator’s decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

- B. Submittals. The Contract Administrator will review and approve or take other appropriate action upon the Contractor’s submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

- C. Contractor Responsibilities Unchanged. The duties, obligations, and responsibilities of the Contractor under this Agreement shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of the Contract Administrator, architect, engineer or any other party hired by the County. The Contractor is not a third-party beneficiary of any Agreement by and between the County and any other party. It is expressly acknowledged and agreed that the duties of the Contractor to the County are independent of, and are not diminished by, any duties of the Contract Administrator, architect, engineer or any other party to the County.

“EXHIBIT L”

GENERAL CONDITIONS

RFP2026-09 Design-Build Contractor Service – Splash Pad at Victor Lord Park

A. Contractor’s Services and Responsibilities

1. General Services.

1.1 Contractor’s Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Contractor. Contractor’s Representative may be replaced only with the mutual agreement of Owner and Contractor.

1.2 Contractor shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, at least three (3) days prior to the meeting contemplated by subsection 1.4 below, a schedule for the execution of the Work for Owner’s review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Contractor to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2. Design Professional Services.

2.1 Contractor shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Contractor, or procured from qualified, independent licensed Design Consultants, the necessary design services,

including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

3. Standard of Care for Design Professional Services.

3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

4. Design Development Services.

4.1 Contractor and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Contractor's schedule.

4.2 Contractor shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in subsection 4.1 above. Contractor shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Contractor to Owner.

4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

5. Legal Requirements.

5.1 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Contractor is required to make to the Construction Documents because of changes in Legal Requirements.

6. Government Approvals and Permits.

6.1 Except as identified in an Owner's Permit List in or attached as an exhibit to the Agreement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

6.2 Contractor shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

7. Contractor's Construction Phase Services.

7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete construction of the Project consistent with the Contract Documents.

7.2 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

7.3 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Contractor's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Contractor's cost and/or time of performance.

7.4 Contractor assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

7.5 Contractor shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control,

Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

7.6 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

8. Contractor's Responsibility for Project Safety.

8.1 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

8.2 Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

8.3 Contractor's responsibility for safety under this Section 8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

9. Contractor's Warranty.

9.1 Contractor warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 9 or the Contract Documents. Contractor will provide Owner with all manufacturers' warranties upon Substantial Completion.

10. Correction of Defective Work.

10.1 Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

10.2 Contractor shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Contractor shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

10.3 The one-year period referenced in subsection 10.1 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Contractor's other obligations under the Contract Documents.

B. Owner's Services and Responsibilities

1. Duty to Cooperate.

1.1 Owner shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance of its obligations under the Contract Documents.

1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Contractor's schedule.

1.3 Owner shall give Contractor timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

2. Furnishing of Services and Information.

2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work:

2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;

2.1.4 A legal description of the Site;

2.1.5 To the extent available, record drawings of any existing structures at the Site; and

2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Contractor to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3. Government Approvals and Permits.

3.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached in or as an exhibit to the Agreement.

3.2 Owner shall provide reasonable assistance to Contractor in obtaining those permits, approvals and licenses that are Contractor's responsibility.

4. Owner's Separate Contractors.

4.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with,

Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents.

“EXHIBIT M”

SUPPLEMENTARY CONDITIONS (IF ISSUED)

“EXHIBIT N”
NOTICE OF AWARD

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Board Action

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the ratification for the emergency procurement for 100 tons of salt material for the Roads & Bridges Division from Chick Enterprise Inc. d/b/a Rock Salt USA of St. Louis, MO, in the amount of \$41,200.00 and approve the necessary budget amendment.

Purpose:

The purpose is to replenish the salt material from the past two winter storm events and to have it on hand for future weather related emergencies.

Background/Summary:

Rock Salt, USA will be delivering 100 tons of salt material, at a cost of \$412.00 per ton. Due to the high demand for salt, this was the only vendor that could supply the department with salt.

- PO# 59003 for 100 tons of salt at \$412.00 per ton - \$41,200.00 has been issued

Options:

- Approval of the ratification of the salt purchase
- Denial of the ratification of the salt purchase

Finance Officer Comments (if applicable):

If approved, the ratification for the emergency procurement for 100 tons of salt material for the Roads & Bridges Department from Chick Enterprise, Inc. dba Rock Salt USA of St. Louis, MO in the total amount of \$41,200.00 will be funded by the general fund and approve the necessary budget amendment.

Funding Source	Account Code	FY 2026 Approved Budget	FY 2026 Expenditures	FY 2026 Remaining Budget

General Fund	1004200-531100	\$125,000.00	\$109,596.66	\$41,200.00
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ATTACHMENTS:

[Emergency PO - Rock Salt USA.pdf](#)



Barrow County Board of Commissioners

30 North Broad Street
Winder, GA 30680

Fiscal Year 2026

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Bill To AP
30 NORTH BROAD STREET
ATTN: ACCOUNTS PAYABLE
WINDER, GA 30680

Ship To
370 WEST CANDLER STREET
WINDER, GA 30680

Purchase Order Number **00059003**
Purchase Order Date 02/10/2026
Department ROADS & BRIDGES
Required By 02/10/2026
Payment Terms 30 Days

Vendor 6734
CHICK ENTERPRISE INC
DBA: ROCK SALT USA
2354 NORTH LINDBERGH BLVD
ST. LOUIS, MO 63114

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	DELIVERY REFERENCE
		6734	92416	Jonathan Mack	PER:SCOTT

NOTES

TEMPORARY PURCHASE ORDER NUMBER: T-5175

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	100 TONS OF SALT \$412.00 PER TON \$41,200 GL #: 3354200 - 541000	1.0000		\$41,200.0000	\$41,200.00
					\$41,200.00

Approver Name: Requisition to PO User

Approval Date: 02/10/2026

Click
Purchasing Manager

Amber Brock
Puchasing Analyst

Purchase Order Total \$41,200.00



Tue 2/10/2026 8:57 AM

mark@rocksaltusa.com

RE: Bulk Salt Available

To Scott Bratcher

 You replied to this message on 2/10/2026 3:30 PM.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

[Unsubscribe](#)

I can truck it from Lyons KS for \$412.00 per ton delivered.

Cissy Greeson

From: Scott Bratcher
Sent: Wednesday, February 11, 2026 8:39 AM
To: Chris Yancey
Cc: Cissy Greeson
Subject: RE: Salt Material Availability and Pricing Decision
Attachments: Rock Salt USA Quote 2.10.26.png; Rock Salt USA P.O. 2.10.26.pdf

Good morning,

Please see attached supporting documents to allow the emergency purchase of 100 tons of road salt from Rock Salt USA to be placed on the agenda.

From: Chris Yancey
Sent: Tuesday, February 10, 2026 12:08 PM
To: Scott Bratcher <sbratcher@barrowga.org>
Cc: Cissy Greeson <cgreeeson@barrowga.org>
Subject: FW: Salt Material Availability and Pricing Decision

Scott

please send Cissy a copy of the proposal and PO once you have this information to allow us to get on the agenda by Friday.

Thank You

From: Cindy Clack <cclack@barrowga.org>
Sent: Tuesday, February 10, 2026 10:16 AM
To: Scott Bratcher <sbratcher@barrowga.org>; Trey Wood <twood@barrowga.org>
Cc: Amber L. Brock <abrock@barrowga.org>; Chris Yancey <cyancey@barrowga.org>
Subject: RE: Salt Material Availability and Pricing Decision

All,
 The County Manager can approve in case of an EMERGENCY. However, it will need to be ratified by the Board at a later BOC meeting.

Thank you,



Cindy F. Clack

Purchasing Manager
 Finance Department
 Barrow County Board of Commissioners
 30 N. Broad St. Winder, GA 30680
 P: 770.867.1977
 E: cclack@barrowga.org

From: Scott Bratcher <sbratcher@barrowga.org>
Sent: Tuesday, February 10, 2026 10:13 AM
To: Trey Wood <twood@barrowga.org>; Cindy Clack <cclack@barrowga.org>
Cc: Amber L. Brock <abrock@barrowga.org>; Chris Yancey <cyancey@barrowga.org>
Subject: FW: Salt Material Availability and Pricing Decision

Good morning,

Please see email chain below in reference to the emergency purchase of bulk road salt from Rock Salt USA.

From: Bill Nash
Sent: Tuesday, February 10, 2026 9:37 AM
To: Chris Yancey <cyancey@barrowga.org>
Cc: Scott Bratcher <sbratcher@barrowga.org>
Subject: Re: Salt Material Availability and Pricing Decision

Chris,

I support that approach. If needed, please let Cindy know how we are proceeding.

Best Regards,



Bill Nash, P. E.
Deputy County Manager
Barrow County Government
 30 North Broad Street
 Winder, GA 30680
 (770) 307-3000 ext. 5848
www.barrowga.org

From: Chris Yancey <cyancey@barrowga.org>
Sent: Tuesday, February 10, 2026 9:34 AM
To: Bill Nash <bnash@barrowga.org>
Cc: Scott Bratcher <sbratcher@barrowga.org>
Subject: RE: Salt Material Availability and Pricing Decision

Bill,
 We will define the identify the fundingWe can move this forward as requested...However this is going to be minimum \$41,200.00 which is over the County Manger approval limit of \$25,000.00 and policy states we have to have BOC approval, unless this is going to be declared an emergency?

From: Bill Nash <bnash@barrowga.org>
Sent: Tuesday, February 10, 2026 9:26 AM

To: Chris Yancey <cyancey@barrowga.org>
Cc: Scott Bratcher <sbratcher@barrowga.org>
Subject: Re: Salt Material Availability and Pricing Decision

Chris, please proceed. However, please make sure you identify the funds and follow any purchasing thresholds.

Best Regards,



Bill Nash, P. E.
Deputy County Manager
Barrow County Government
 30 North Broad Street
 Winder, GA 30680
 (770) 307-3000 ext. 5848
www.barrowga.org

From: Chris Yancey <cyancey@barrowga.org>
Sent: Tuesday, February 10, 2026 9:17:03 AM
To: Bill Nash <bnash@barrowga.org>
Cc: Scott Bratcher <sbratcher@barrowga.org>
Subject: Salt Material Availability and Pricing Decision

Good morning,

Due to the two recent winter storm events, the Roads and Bridges Department has exhausted its salt supply for road treatment. As a result, if another storm event occurs, the department may be unable to assist with pretreating roadways.

The department has remained in contact with our vendors in an effort to replenish our inventory; however, due to the high demand at this time, locating available salt material has been challenging.

This morning, a vendor notified the department that they can deliver 100 tons of salt material from Lyons, Kansas, at a cost of \$412.00 per ton. For reference, our previous cost was \$198.00 per ton.

At this time, direction is requested on whether the department should proceed with purchasing salt at this escalated cost or delay the purchase in hopes that demand decreases and pricing adjusts.

Please advise how you would like the department to proceed. If we delay, there is a possibility that this availability may no longer be an option.

Thank you,



Chris Yancey
Director of Public Works
Barrow County Board of Commissioners
30 North Broad Street
Winder, GA 30680
770.867.7640 (Direct)
678-410-0084 (Cell)
www.barrowga.org

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Bill Nash, Water Resources

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: Consideration to approve a resolution authorizing the transfer of Parcel No. XX011 005 and XX011 010 (154 Hill's Shop Road) from Barrow County's wastewater service area to Gwinnett County's wastewater service area in accordance with the Service Delivery Strategy agreement and to authorize the Chairman to execute the resolution.

Work Session:
Voting Session

Background/Summary:

Barrow County has approved a rezoning (BOC 2025-00005 RZ) for the subject property parcel no. XX011 005, and XX 011 010 located at 154 Hill's Shop Road as part of an overall development which is primarily located in Gwinnett County. The rezoning has conditioned the property that wastewater utilities will be provided by Gwinnett County.

Options:

- Approval of the resolution
- Denial of the resolution

ATTACHMENTS:

[Sewer Resolution - Transfer-Hardy Preserve-154 Hill's Shop Road.pdf](#)
[Exhibit A - Map .pdf](#)

STATE OF GEORGIA
COUNTY OF BARROW

A RESOLUTION TO PERMIT WASTEWATER UTILITY SERVICE AREA ADJUSTMENT WITHIN THE RESPECTIVE DESIGNATED SERVICE AREA BASED UPON EXISTING OR PROJECTED INFRASTRUCTURE, TECHNICAL, FINANCIAL, AND/OR SCHEDULE NEEDS

WHEREAS, Barrow County and her cities are parties to a Service Delivery Strategy agreement with respect to wastewater utility services;

WHEREAS, the aforesaid agreement includes a map that further defines the territories in which wastewater utility services are provided by the local governments within Barrow County;

WHEREAS, the aforesaid agreement also provides that “pursuant to a resolution approved by the applicable governing authority, the designated sewer service provider may agree to permit service area adjustments within the respective designated service area based upon existing or projected infrastructure, technical, financial, and/or schedule needs;”

WHEREAS, Barrow County has approved a rezoning (BOC 2025-00005 RZ) for the subject property Parcel Numbers XX011 005, and XX011 010 located at 154 Hill’s Shop Road as part of an overall development which is primarily located in Gwinnett County;

WHEREAS, the aforesaid rezoning approval has conditioned the property that wastewater utilities will be provided by Gwinnett County;

WHEREAS, Barrow County has determined that it is in the best interest of the public to adopt this Resolution.

NOW, THEREFORE, be it resolved by the Barrow County Board of Commissioners as follows:

- 1.) **Incorporation of recitals and findings of fact.** The foregoing recitals are incorporated herein and made a part hereof to the same extent as if set forth in full here. The Barrow County Board of Commissioners also finds that the parcels referenced in the preamble above should be transferred from Barrow County’s wastewater utility service territory to Gwinnett County’s wastewater utility service territory based on existing or projected infrastructure, technical, financial, and/or schedule needs.
- 2.) **Transfer of territory.** The Board of Commissioners hereby transfers Parcel Numbers XX011 005, and XX011 010 from Barrow County’s wastewater utility service territory to Gwinnett County’s wastewater utility service territory. This is contingent
- 3.) **Further authorization.** The Board of Commissioners hereby authorizes Barrow County staff to carry out all actions necessary or convenient to effectuate the purposes

of this Resolution, including, but not limited to, amending the Barrow County wastewater utility service territory map.

- 4.) **Recordation.** The County Clerk is hereby directed to record this Resolution and to include it in the official minutes of the County.
- 5.) **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding by a court of competent jurisdiction, such declaration shall not affect the remaining portions of this Resolution.
- 6.) **Repeal of conflicting provisions.** All County motions, ordinances, and resolutions are hereby repealed to the extent, but only to the extent, that they are inconsistent with this Resolution.
- 7.) **Effective date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED this _____ day of February, 2026.

BARROW COUNTY, GEORGIA

By: **Pat Graham**
Chairman, Board of Commissioners

ATTEST:

By: **Abril Olivas**
County Clerk

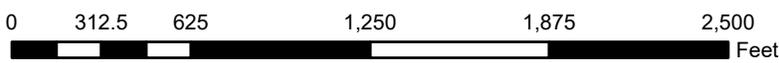
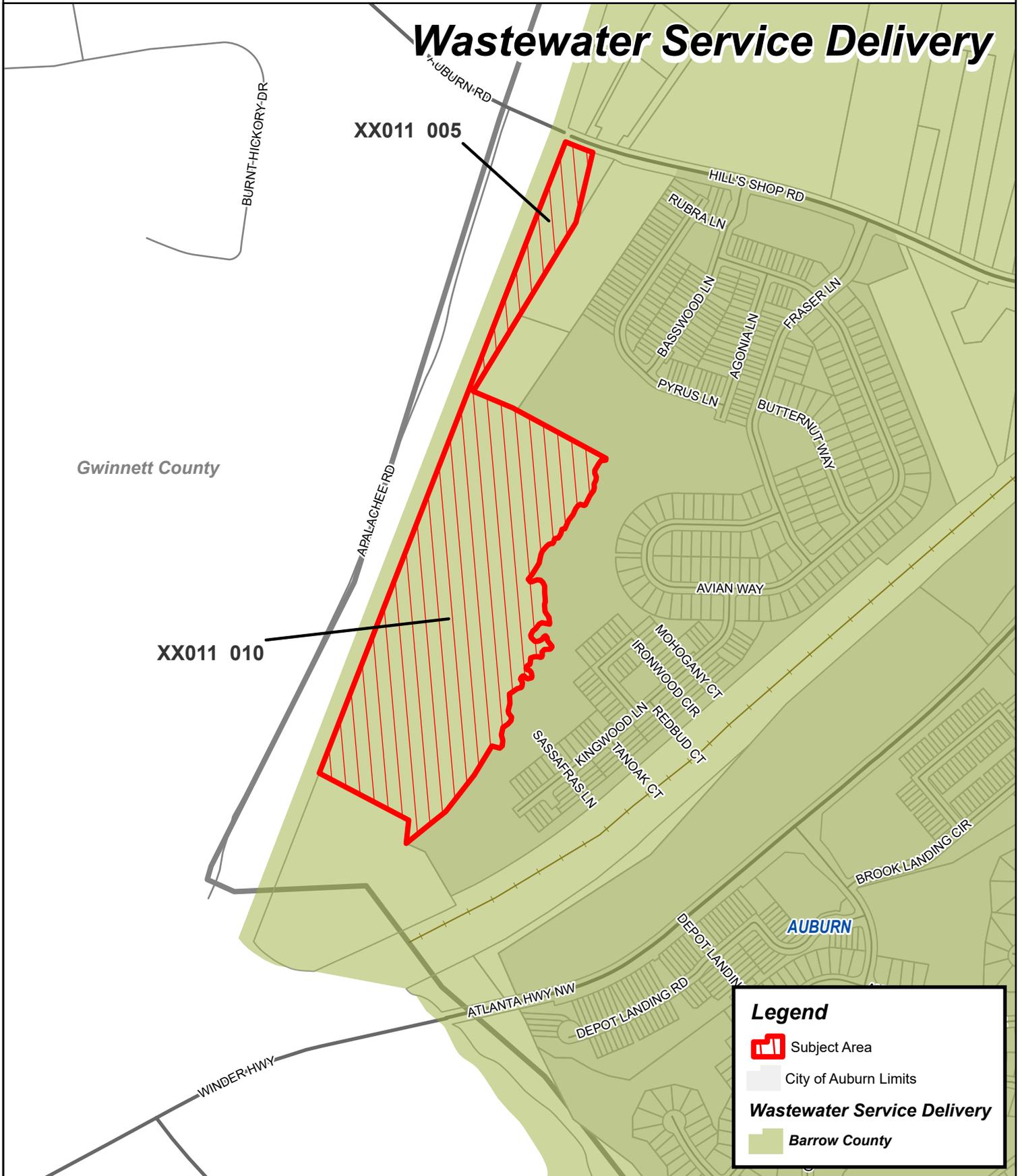
[SEAL]

APPROVED AS TO FORM:

By: **Charles M. Ferguson, Jr.**
County Attorney

Exhibit A

Wastewater Service Delivery



2/18/2026

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 24, 2026

SUBMITTED BY: Abril Olivas, Water Resources

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: Consideration to approve a resolution authorizing water utility service area exchange between Barrow County and the City of Winder and to authorize the Chairman to execute the resolution.

Work Session:
Voting Session

Background/Summary:

City of Winder has agreed to transfer a portion of its water service territory to Barrow County to allow Barrow County to provide water utility services to certain parcels within the city's designated service area. In exchange for the City of Winder's transfer of water service territory to Barrow County, Barrow County has agreed to transfer a portion of its water service territory to the City of Winder to allow the City to provide water utility services to certain parcels within the County's designated serviced area.

Options:

- Approval of the resolution
- Denial of the resolution

ATTACHMENTS:

[Resolution - Water-Transfer-Barrow-Winder.pdf](#)

[Exhibit A - Barrow Water Service Areas.pdf](#)

[Exhibit B - New Winder Water-Service-Area.pdf](#)

STATE OF GEORGIA
COUNTY OF BARROW

A RESOLUTION AUTHORIZING A RECIPROCAL WATER UTILITY SERVICE AREA EXCHANGE BETWEEN BARROW COUNTY AND THE CITY OF WINDER BASED UPON EXISTING OR PROJECTED INFRASTRUCTURE, TECHNICAL, FINANCIAL, AND/OR SCHEDULE NEEDS

WHEREAS, Barrow County and her cities are parties to a Service Delivery Strategy agreement with respect to water utility services;

WHEREAS, the aforesaid agreement includes a map that further defines the territories in which water utility services are provided by the local governments within Barrow County;

WHEREAS, the aforesaid agreement also provides that “pursuant to a resolution approved by the applicable governing authority, the designated water service provider may agree to permit service area adjustments within the respective designated service area based upon existing or projected infrastructure, technical, financial, and/or schedule needs;”

WHEREAS, the City of Winder has agreed to transfer a portion of its water service territory to Barrow County to allow Barrow County to provide water utility services to certain parcels within the City’s designated service area;

WHEREAS, in exchange for the City of Winder's transfer of water service territory to Barrow County, Barrow County has agreed to transfer a portion of its water service territory to the City of Winder to allow the City to provide water utility services to certain parcels within the County’s designated service area;

WHEREAS, this reciprocal exchange of water service territories is mutually beneficial to both parties and serves the public interest by ensuring efficient water utility service delivery based upon existing or projected infrastructure, technical, financial, and/or schedule needs;

WHEREAS, the City of Winder has adopted or will adopt a corresponding resolution authorizing this reciprocal water service area exchange;

WHEREAS, Barrow County has determined that it is in the best interest of the public to adopt this Resolution.

NOW, THEREFORE, be it resolved by the Barrow County Board of Commissioners as follows:

- 1.) Incorporation of recitals and findings of fact.** The foregoing recitals are incorporated herein and made a part hereof to the same extent as if set forth in full here. The Barrow County Board of Commissioners finds that the reciprocal exchange of water service

territories described herein serves the public interest and is based on existing or projected infrastructure, technical, financial, and/or schedule needs.

- 2.) **Transfer of territory from City of Winder to Barrow County.** The Board of Commissioners hereby accepts the transfer of the following parcel(s) from the City of Winder's water utility service territory to Barrow County's water utility service territory:
 - a. Parcel Number(s): XX070A 024; XX070A 023; XX070A 022; XX070A 019; XX072 003.
- 3.) **Transfer of territory from Barrow County to City of Winder.** In exchange for the transfer described in Section 2 above, the Board of Commissioners hereby transfers the following parcel(s) from Barrow County's water utility service territory to the City of Winder's water utility service territory:
 - a. Parcel Number(s): XX052 035C
- 4.) **Reciprocal nature of exchange.** This Resolution expressly contemplates and is contingent upon the City of Winder adopting a corresponding resolution that effectuates the reciprocal transfer of water service territories as described in Sections 2 and 3 above. This Resolution shall not take effect unless and until the City of Winder adopts such corresponding resolution.
- 5.) **Further authorization.** The Board of Commissioners hereby authorizes Barrow County staff to carry out all actions necessary or convenient to effectuate the purposes of this Resolution, including, but not limited to, amending the Barrow County water utility service territory map.
- 6.) **Recordation.** The County Clerk is hereby directed to record this Resolution and to include it in the official minutes of the County.
- 7.) **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding by a court of competent jurisdiction, such declaration shall not affect the remaining portions of this Resolution.
- 8.) **Repeal of conflicting provisions.** All County motions, ordinances, and resolutions are hereby repealed to the extent, but only to the extent, that they are inconsistent with this Resolution.
- 9.) **Effective date.** This Resolution shall take effect immediately upon its adoption and upon the adoption of a corresponding resolution by the City of Winder authorizing the reciprocal water service area exchange described herein.

SO RESOLVED this _____ day of _____, 2026.

BARROW COUNTY, GEORGIA

By: Pat Graham
Chairman, Board of Commissioners

ATTEST:

By: Abril Olivas
County Clerk

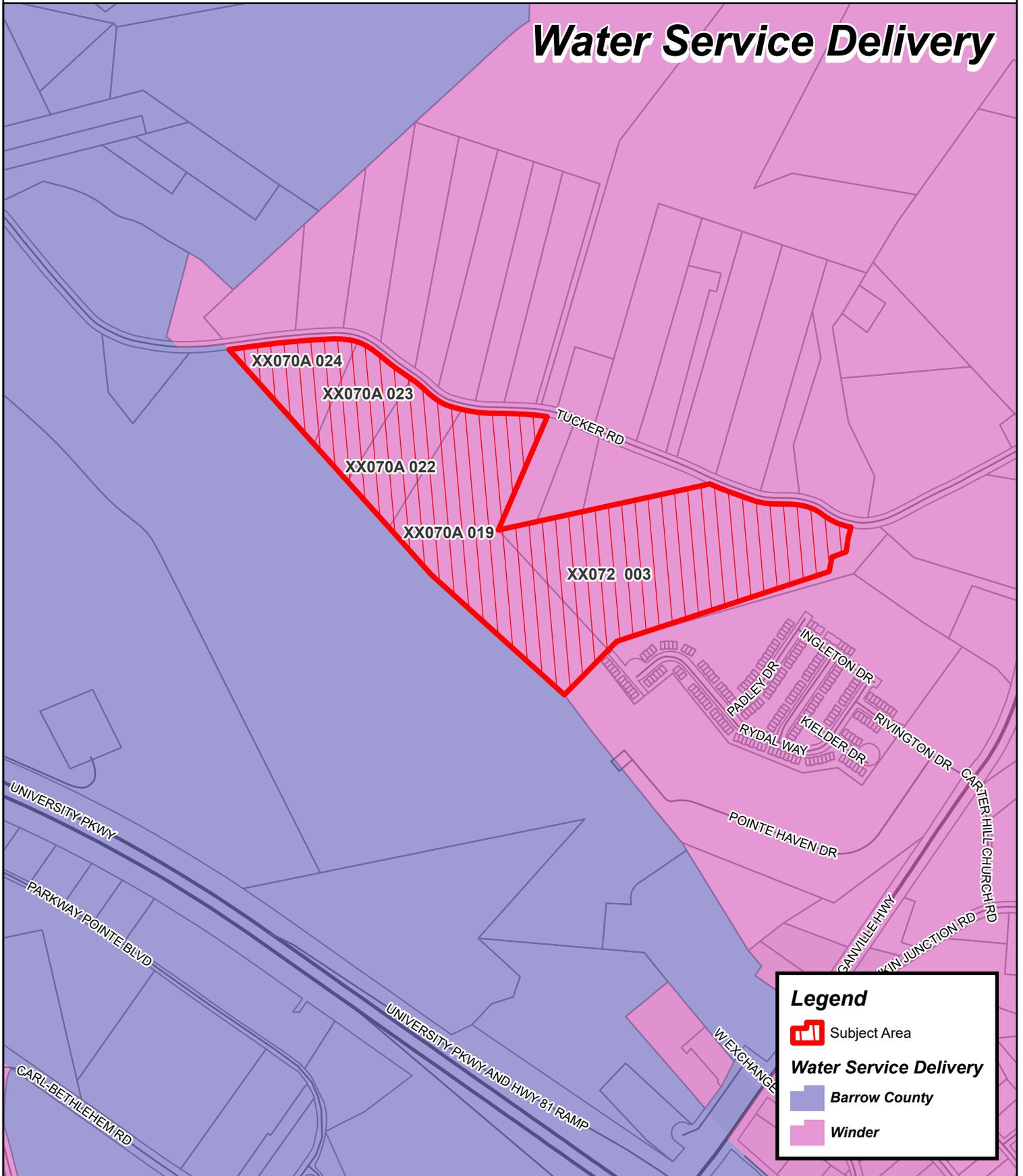
[SEAL]

APPROVED AS TO FORM:

By: Charles M. Ferguson, Jr.
County Attorney

Exhibit A

Water Service Delivery



Legend

-  Subject Area
-  Barrow County
-  Winder

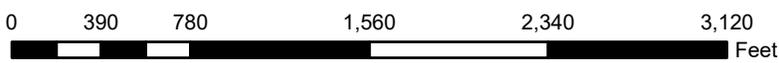
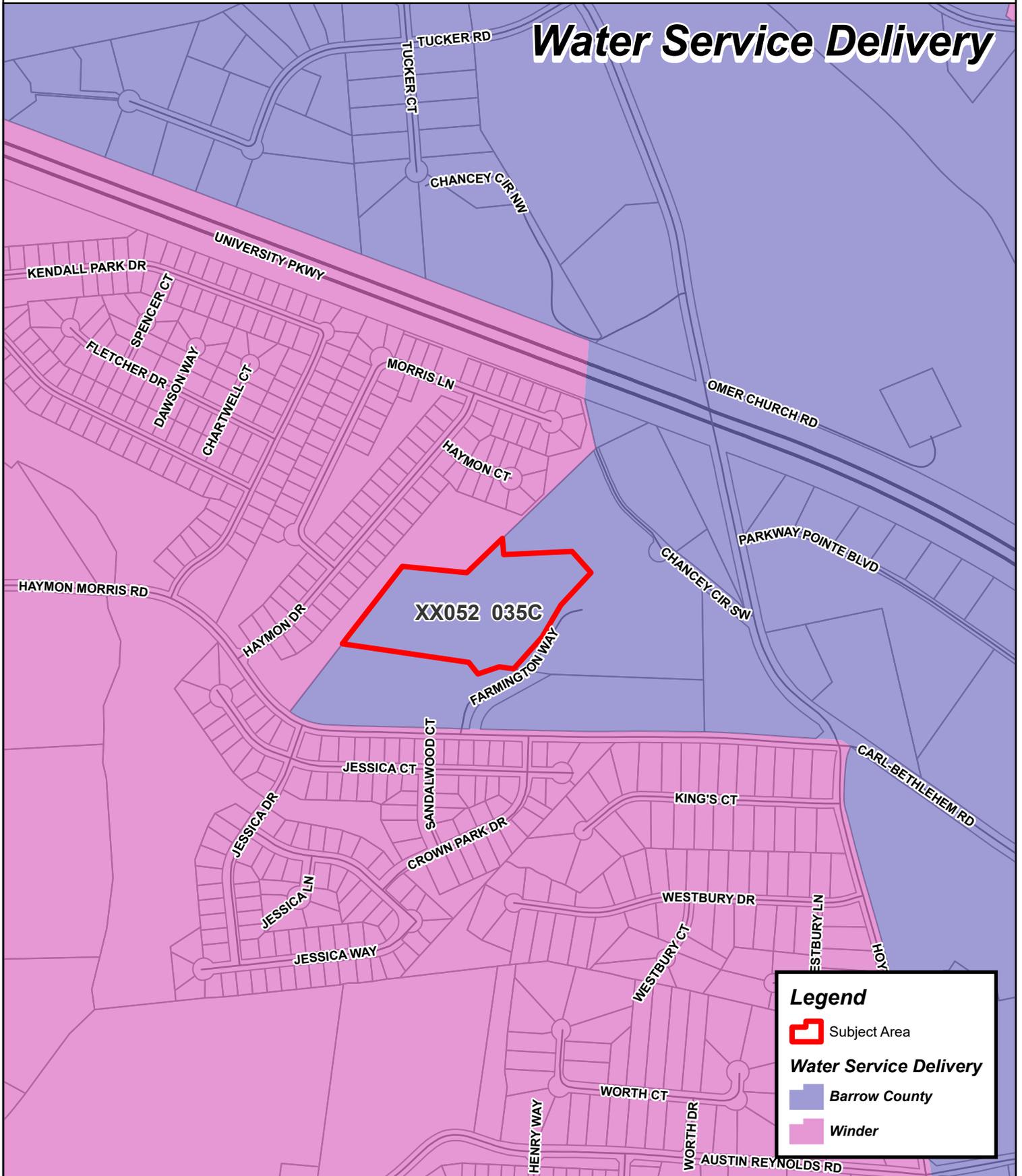


Exhibit B

Water Service Delivery



Legend

-  Subject Area
- Water Service Delivery**
-  Barrow County
-  Winder

