RFB2017-18 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

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

Thank you.
REQUEST FOR BIDS
RFB2017-18

BURN BUILDING PHASE II -- 
ADDITIONAL CONCRETE 
(PROJECT #C0501)

BARROW COUNTY, GEORGIA 
MAY 31, 2017

DATE OF OPENING: JUNE 15, 2017
REQUEST FOR BIDS
RFB2017-18
BURN BUILDING PHASE II – ADDITIONAL CONCRETE
(PROJECT #C0501)
BARROW COUNTY, GEORGIA

Date: May 31, 2017

PURPOSE:
The purposes of this request are: 1) to provide interested contractors with sufficient information to enable them to submit a uniform bid for the County’s review; and 2) 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 RFB is complex and requires your immediate and careful attention. This bid will be evaluated and governed according to the Barrow County Purchasing Policy.

GENERAL:
Barrow County, Georgia (Owner) is in the process of securing sealed bids for approximately 192 cubic yards of formed, poured, and finished concrete surrounding the existing concrete pad of the Burn Building located at 222 Pleasant Hill Church Road NE Winder, Ga. 30680 per specifications and drawings included in this RFB. Special attention should be given to the Schedule and Conditions referenced below.

Regular and Uniform Bid: Each contractor must comply with all requirements for a regular bid as directed or required by this notice. Notice is hereby given to all contractors that if their bids are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of bids, it is desired that a uniform format be employed in structuring each bid. The required format will coincide with specifications given later in this notice. The contractor’s degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and award of contract for the project. All instructions are to be considered an integral part of this RFB.

Firm Price: Prices quoted by contractor shall be firm prices, and not subject to increase during the schedule hereinafter set-forth and shall not include Federal or State Tax. All prices shall be for delivery, our destination, F.O.B. freight prepaid Winder, Georgia, unless otherwise shown. Firm prices shall include all associated costs as defined in the Specifications.

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

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

**INQUIRIES:** Contractors shall not contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Officer, or employees of Barrow County Elected Officers regarding this RFB, bid evaluation, or selection process from the time the RFB is issued until the time a notification of intent to award is announced. **Questions relating to this RFB must be submitted in writing to: Cindy Clack, Senior Buyer (email: cclack@barrowga.org).** The deadline for answering questions related to this RFB shall be 12:00 p.m., June 8, 2017. All questions submitted in writing, in a timely manner prior to the deadline will be compiled and answered in writing. All questions submitted in writing will be addressed and posted as an Addendum on the Barrow County website (www.barrowga.org).

**SEALED BID:** An original (un-bound) and four copies of the bid must be submitted in a sealed envelope/package, addressed to Owner. Each sealed envelope/package containing a bid must be plainly marked on the outside as “RFB2017-18 – Burn Building Phase II – Additional Concrete”. If the bid is forwarded by mail, the sealed envelope/package containing the bid must be enclosed in another envelope/package to the attention of the Owner at the address previously given and also marked on the outside as “RFB2017-18 – Burn Building Phase II – Additional Concrete”. The Owner will not be responsible for late mail deliveries, and no bid will be accepted if received after the time as stipulated by this RFB. No bid may be withdrawn or modified in any way after the deadline for the RFB opening. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.

**EVENTS:** Sealed bids will be accepted no later than 12:00 Noon, Thursday, June 15, 2017. Any bid received after said time and date will not be considered by Owner. Bids will be opened in the Conference Room on the Main Floor at 30 North Broad Street at 2:00 p.m., June 15, 2017. Bids will be reviewed and a recommendation will be presented to the Barrow County Board of Commissioners within sixty (60) days of bid opening.

**BIDS SHALL BE SUBMITTED TO:**
Barrow County Board of Commissioners
Danielle Austin, County Clerk’s Office
30 North Broad Street
Winder, GA 30680
770.307.3005

**INSURANCE REQUIREMENTS:** The contractor selected for this project will be required to meet the insurance requirements stipulated in the Barrow County Construction Agreement.

**CONSTRUCTION AGREEMENT:** All submitting contractors are required to execute the Construction Agreement included in this package to indicate the willingness to comply with all terms of the Construction Agreement and to submit the executed Construction Agreement with the bid. Upon award of the Project to the winning contractor, the County will execute the Construction Agreement. Please be advised that the contractor’s execution of the Construction 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
Construction Agreement. Exhibits C & D to the Construction Agreement must be completely executed and submitted with the bid (please leave date and amount of agreement blank). Exhibits E & F will be executed after the project is awarded.

**FORMAT:** An original (un-bound) and four (4) copies of the bid are to be submitted. Each should include a cover page which should identify the RFB number, title, and the name of the company submitting the bid.

It is the responsibility of each contractor to ensure that all information in the bid is easily readable by Owner. Owner, at its sole discretion, may reject any bid which is unclear in any way.

**DOCUMENTS:** The following are included in this Request for Bids:

- Memo (1 Page)
- Request for Bid (5 Pages)
- Specifications (8 Pages)
- Drawing (1 Page)
- Location Map (1 Page)
- References (2 Pages)
- Bid Form (2 Pages)
- Bid Bond (2 Pages)
- Construction Agreement (21 Pages)
- Notice Of Award (1 Page)
- Notice To Proceed (1 Page)
- Barrow County Ethics Policy (30 Pages)

**DELIVERABLES:** The following are required in bid submittals:

- Bid Form (Submit One Original and Four Copies)
- Bid Security (Use Barrow County Form Only)
- Executed Construction Agreement (As Stated Earlier)
- References

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquiries, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the bidding contractor shall be properly identified with their name and will become the property of the Owner when received.

**EVALUATION AND SELECTION:** Bids will be reviewed and one bid will be selected that, in the opinion of the Owner, is the lowest responsive and responsible bidder.

Barrow County reserves the right to reject any and all bids submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting bids. The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all bids. Where two or more contractors are deemed equal, the County reserves the right to make the award to one of the contractors. At the
County’s discretion, presentations may be requested as part of the evaluation process. Barrow County reserves the right to retain all bids submitted.

There is no expressed or implied obligation for Barrow County to reimburse any contractor for any expense incurred in preparing or presenting a bid in response to this RFB.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the bidding contractor 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 the Owner.

**WARRANTY:**
The contractor selected for this project will be required to provide the warranty of goods and services stipulated in the Barrow County Construction Agreement attached hereto and incorporated herein by reference.

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

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

2. Extent of portland cement concrete slab is shown on drawing, including approximately 265 linear feet of header curbing.

3. Barrow County will furnish, prepare and compact subgrade and subbase-gravel if used to final grade.

4. Barrow County will provide the construction staking and check grades before the new concrete is poured.

5. All earthwork, backfilling, erosion & sediment control, grassing, testing and subgrade compaction to be performed by Barrow County.

6. Barrow County will be responsible for relocating utilities, although none are expected to be in conflict with the work. The Contractor shall locate and protect all existing utilities from damage during his operations.

7. The Contractor is responsible for providing all material and labor to form, pour and finish the proposed concrete to include expansion joints. The Contractor shall provide the County with a test cylinder of the new concrete.

8. All new concrete shall be 6” inches thick and fiber reinforced and shall have a compressive strength of 4000 P.S.I. at 30 days.

9. After the Notice to Proceed is issued and prior to the start of any construction, a pre-construction conference shall be held between the Owner and Contractor. During the course of the work, the Contractor shall be responsible for keeping the Owner informed of his work schedule and any issues that may arise.

10. The Contractor shall be paid for actual quantities of concrete installed at the awarded unit price. Material truck tickets shall accompany invoice.

11. All Construction work shall be performed in accordance with established construction safety standards and the requirements of the Occupational Safety and Health Administration. Contractor shall be generally responsible for the safety of the employees and the public in the work area for the duration of the project. No construction equipment shall be left unattended.
within the clear zone of a public right of way.

12. MATERIALS:

A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

B. Use flexible spring steel forms or laminated boards to form radius bends as required.

C. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

   1. Furnish in flat sheets, not rolls, unless otherwise acceptable to Engineer.

E. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 40.

F. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 40. Cut bars true to length with ends square and free of burrs.

G. Metal Expansion Caps: Furnish for one end of each dowel bar in expansion joints. Design caps with one end closed and a minimum length of 3" to allow bars movement of not less than 1", unless otherwise indicated.

H. Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bold joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

I. Concrete Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

J. Expansion Joint Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

K. Expansion Joint Materials: Comply with requirements of applicable Division 7 sections for preformed expansion joint fillers and sealers.
   1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
"Masterseal"; Master Builders.
"Ecocure"; Euclid Chemical Co.
"Clear Seal"; A. C. Horn.
"J-20 Acrylic Cure"; Dayton Superior.
"Sure Cure"; Kaufman Products Inc.
"AR -30" W.R. Meadows.
"Spartan-Cote"; The Burke Co.
"Sealkure"; Toch Div. - Carboline.
"Kure-N-Seal"; Sonneborn-ConTech.
"Polyclear"; Upco Chemical/USM Corp.
"L&M Cure"; L & M Construction Chemicals.
"Klearseal"; Setcon Industries.
"LR-152"; Protex Industries.
"Hardtop"; Gifford - Hill.

L. Anti-Spalling Compound: 50% (by volume) boiled linseed oil and 50% (by volume) mineral spirits, complying with AASHTO M-223.

M. Liquid-Membrane Forming Curing Compound: Complying with ASTM C 309, Type I, Class A unless other type acceptable to Engineer. Moisture loss not more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"J-40 Bonding Agent"; Dayton superior Corp.
"Weldcrete"; Larsen Products.
"Everbond"; L&M Construction Chemicals.
"EucoWeld"; Euclid Chemical Co.
"Hornweld"; A.C. Horn
"Sonocrete"; Sonneborn-ConTech.
"Acrylic Bondcrete"; The Burke Co.

N. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"J-40 Bonding Agent"; Dayton superior Corp.
"Weldcrete"; Larsen Products.
"Everbond"; L&M Construction Chemicals.
"EucoWeld"; Euclid Chemical Co.
"Hornweld"; A.C. Horn
"Sonocrete"; Sonneborn-Contech.
"Acrylic Bondcrete"; The Burke Co.

13. CONCRETE MIX, DESIGN, AND TESTING:

A. Comply with requirements of applicable sections for concrete mix design, sampling and testing, and quality control and as herein specified.

B. Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the following properties:
   1. Compressive Strength: 4000 psi, minimum at 30 days, unless otherwise indicated.
   2. Slump Limits: 8 inches minimum for concrete containing high-range water-reducing admixture (superplasticizer); 3 inches for other concrete.
   3. Air Content: 5 to 8 percent.

6. SURFACE PREPARATION:

A. Remove loose material from compacted subbase surface immediately before placing concrete.

B. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

7. FORM CONSTRUCTION:

A. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork for grade and alignment to following tolerances:
   1. Top of forms not more than 1/8 inch in 10 feet.
   2. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

D. Slope step treads at 1/4 inch per foot to drain.
8. **REINFORCEMENT:**
   A. Locate, place and support reinforcement as specified in applicable sections, unless otherwise indicated.

9. **CONCRETE PLACEMENT:**
   A. General: Comply with requirements of applicable sections for mixing and placing concrete, and as herein specified.

   B. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

   C. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

   D. Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

   E. When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.

   F. Curbs and Gutters: Automatic machine may be used for curb and gutter placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results that meet or exceed minimums specified. Machine placement must produce curbs and gutters to required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

10. **JOINTS:**
    A. General: Construct expansion, weakened-plane (contraction), and construction joints true to line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

    B. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

    C. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints,
sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Sawed Joints: Form weakened-plane joints with powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action. Joints to extend through the header curbing.

2. Inserts: Use embedded strips of metal or sealed wood to form weakened-plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.

D. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for more than 1/2 hour, except where such placements terminate at expansion joints.

1. Construct joints as shown or, if not shown, use standard metal keyway-section forms.

2. Where load transfer-slip dowel devices are used, install so that one end of each dowel bar is free to move.

E. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects, unless otherwise indicated.

1. Locate expansion joints at 20 feet o.c. for each pavement lane and 30 feet o.c. for concrete sidewalks unless otherwise indicated.

F. Extend joint fillers full width and depth of joint, not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

G. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

H. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

I. Fillers and Sealants: Comply with requirements of applicable sections for preparation of joints, materials, installation, and performance.
11. **CONCRETE FINISHING:**

   A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.

   B. After floating, test surface for trueness with a 10-ft. straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

   C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

   D. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:
      
      1. Broom finish by drawing a fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Engineer.
      
      2. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.

   E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.

12. **CURING:**

   A. Protect and cure finished concrete paving in compliance with applicable sections. Use membrane-forming curing and sealing compound or approved moist-curing methods.

   B. Anti-Spalling Treatment: A second coat of curing and sealing compound may be used or an anti-spalling compound applied over concrete cured by continuous moist-curing methods. Apply compounds to concrete surfaces no sooner than 28 days after placement, to clean, dry concrete free of oil, dirt, and other foreign material. Apply curing and sealing compound at a maximum coverage rate of 300 sq. ft/gallon. Apply anti-spalling compound in two sprayed applications. First application at rate of 40 sq. yds. per gal.; second application 60 sq. yds. per gallon. Allow complete drying between applications.

13. **REPAIRS AND PROTECTIONS:**

   A. Repair or replace broken or defective concrete, as directed by Engineer.
B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just before final inspection.
1. Fiber reinforced concrete to be 6" inches thick at 4000 psi at 30 days

2. Premolded joint filler expansion joints to be used where new concrete joins existing concrete. Expansion joints in new concrete to be saw cut.
## REQUEST FOR BIDS

**RFB2017-18**
**BURN BUILDING PHASE II – ADDITIONAL CONCRETE**
**BARROW COUNTY, GEORGIA**

### REFERENCES

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BURN BUILDING PHASE II – ADDITIONAL CONCRETE

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PROJECT # C0501 - RFB2017-18 – Burn Building, Phase II – Additional Concrete

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY: ________________________________(Hereinafter called “Bidder”)

NAME, ADDRESS AND TELEPHONE NUMBER OF PRIME/GENERAL CONTRACTOR:

___________________________________
___________________________________
___________________________________
___________________________________

Barrow County Board of Commissioners:

Having carefully examined the Request For Bid and Specifications for RFB2017-18, as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials as called for by RFB2017-18, and complete all Work within EIGHT (8) weeks of generation of a Notice To Proceed, in accordance with said documents, for a total bid amount of (complete Page 2 and furnish with Page 1):

_______________________________________________________ ($______________)

It is understood that Barrow County is only obligated for actual quantities installed and that payment(s) will be made based upon material tickets and satisfactory inspections. Included and attached is a Bid Bond in the amount of five percent (5%) of this Bid.

ADDENDUM ACKNOWLEDGMENT

Addendum # __________ Addendum # __________ Addendum # ________ Addendum # __________

Signed, sealed, and dated this _____ Day of ______________, 2017.

Bidder: ________________________(Seal)

(Company Name)

By: ______________________________

Title: ____________________________

By: ______________________________

Title: ____________________________
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<td>Fiber Reinforced Portland Cement Concrete, 6” inches thick, compressive strength of 4000 P.S.I. at 30 days. Includes Pre-molded Joint Filler Expansion Joints where new concrete joins existing concrete. Expansion Joints in new concrete to be saw cut. Also includes approximately 265 linear feet of Header Curbing. Includes all material, labor &amp; haul to furnish, form, pour and finish the proposed concrete slab and header curbing as shown on the drawing entitled; Burn Building - Phase Two Concrete Addition.</td>
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BID BOND

BARROW COUNTY, GEORGIA

BIDDER (Name and Address):

__________________________________________________________

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

__________________________________________________________

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

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

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

__________________________________________________________

BOND

BOND NUMBER:

DATE (Not later that Bid due date):

PENAL SUM: ____________________________________________ (Words) ______________________ (Figures)

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

BIDDER

Bidder’s Name and Corporate Seal

By: ________________________________

Signature and Title:

(Attach Power of Attorney)

Attest: ________________________________

Signature and Title:

SURETY

Surety’s Name and Corporate Seal

By: ________________________________

Signature and Title:

(Attach Power of Attorney)

Attest: ________________________________

Signature and Title:

Note:

(1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.

(2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

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

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

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

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

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

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

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

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

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

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

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.
BARROW COUNTY CONSTRUCTION SERVICES AGREEMENT

BURN BUILDING PHASE II – ADDITIONAL CONCRETE

This Construction Services Agreement (the “Agreement”) is made and entered into this ____ day of ____, 20___ (the “Effective Date”), by and between BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, (“County”) and ________________________, a _____________________ (hereinafter referred to as the “Contractor”), collectively referred to herein as the "Parties".

W I T N E S S E T H:

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

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below).

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. Scope of Work, attached hereto as “Exhibit A”;
B. Insurance Certificate(s), attached hereto as “Exhibit B”;
C. Contractor Affidavit, attached hereto as “Exhibits C”;
D. Subcontractor Affidavit, attached hereto as “Exhibit D”;
E. Barrow County Code of Ethics (codified in the official Code of Barrow County); and
F. 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.

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.
Section 2. The Work

A general description of the Project is as follows: 192 cubic yards of formed, poured, and finished concrete surrounding the existing concrete pad of the Burn Building located at 222 Pleasant Hill Church Road NE Winder, Ga. 30680 (the “Project”). 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 A”, 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.

Section 3. Work Changes

Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the County in accordance with its purchasing regulations.

Section 4. Contract Term; Termination

Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written “Notice to Proceed” issued by the County and shall fully complete the Work within 8 (eight) weeks of the start date specified in the “Notice to Proceed.” The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the County for Contractor’s breach of this Agreement, the County shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 5. Compensation; Method of Payment

The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $________.__ (the “Contract Price”), except as outlined in Section 3 above. The compensation for Work performed shall be based upon lump sum amount as listed in Exhibit A, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. 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 principles of Contractor’s industry, Contractor will give written notice thereof immediately to the County.
County agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the County’s certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the County’s receipt and approval 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, as appropriate) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

Section 6. 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.

B. Expertise of Contractor; 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 County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance. The Contractor acknowledges and agrees that the acceptance or approval of any 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 and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor’s Work under professional and industry standards.

C. 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.

D. Contractor’s Representative; Meetings. ________________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative. Contractor shall meet with 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 County.

E. 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. 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 and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the County the right to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County’s agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

F. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County 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 a 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 negligent 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. 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.

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

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

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

If higher limits are maintained by Contractor than shown in any of the categories 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 and Automobile Liability**.

(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 6(F) 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 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.

H. **Bonds.** The Contractor shall provide Performance and Payment bonds each in the full value of this agreement as specified in Section 5 hereof on the forms attached hereto as “Exhibits E and F” 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.

I. **Assignment of Agreement.** The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the County.

J. **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 the Contractor shall provide evidence on County-provided forms, attached hereto as “Exhibits C and D”, 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.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “Exhibit C”, and submitted such affidavit to
County. 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 D”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. 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. 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.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 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.

K. 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.

L. Licenses, Certifications and Permits. 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. 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.

M. Authority to Contract. The individual executing this Agreement on behalf of 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.
N. **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 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.

O. **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 7. Final Project Documents; Warranty.**

Prior to final payment, Contractor shall deliver to County copies of any 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. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the County.

**Section 8. Miscellaneous**

A. **Complete Agreement; Counterparts; Third Party Rights.** 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. 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. 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.

B. **Governing Law; Business License; Proper Execution.** 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. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia, or the U.S. District Court for the Northern District of Georgia – Gainesville Division, and Contractor submits to the jurisdiction and venue of such court. During the Term of this Agreement, Contractor shall maintain a business license with the County, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor’s profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes,
ordinances, or orders applicable to the Project, 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.).

C. Notices. All 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 first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. 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.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor. 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. 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.
IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR: ____________________

By: ________________________________________

Print Name: __________________________________

Its: _______________________________________

[CORPORATE SEAL]  
(required if corporation)

Attest/Witness:

____________________________________________

Print Name: ___________________________________

Its:          ______________________________________

((Assistant) Corporate Secretary if corporation)

BARROW COUNTY, GEORGIA

By: ________________________________________

_______________, Chairman

[COUNTY SEAL]

Attest:

____________________________________________

Print Name: __________________________________

Its:    County Clerk
“EXHIBIT A”

SCOPE OF WORK
“EXHIBIT B”

CONTRACTOR INSURANCE CERTIFICATES
“EXHIBIT C”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF ________________
COUNTY OF ________________

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Barrow County, Georgia

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT D”

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

_________________________________
Date of Authorization

_________________________________
Name of Subcontractor

_________________________________
Name of Project

_________________________________
Name of Public Employer

Barrow County, Georgia

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

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

_________________________________
Signature of Authorized Officer or Agent

_________________________________
Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_________________________________
EXHIBIT E
PERFORMANCE BOND
BARROW COUNTY

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as ________________________________________________ (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

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

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
   a. The Contractor’s Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor’s Surety; and
   b. The means, method or procedure by which the Contractor’s Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

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

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

**CONTRACTOR (“Principal”):**

________________________________

By: ___________________________(signature)

______________________________(print)

Title: ___________________________(SEAL)

Attest: ____________________________

________________________________(signature)

______________________________(print)

Title: ____________________________

Date: ____________________________
CONTRACTOR’S SURETY:

______________________________

By: __________________________ (signature)
______________________________ (print)
Title: __________________________ (SEAL)

Attest:      Date:   __________________________
_____________________  (signature)
_____________________ (print)
Title: ________________
Date:_________________

(ATTACH SURETY’S POWER OF ATTORNEY)
EXHIBIT F

PAYMENT BOND

BARROW COUNTY

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as __________________________ (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

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

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

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.
The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

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

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)
NOTICE OF AWARD

TO: __________________________________

________________________________

________________________________

PROJECT TITLE:  RFB2017-18 – BURN BUILDING CONCRETE PHASE II – ADDITIONAL CONCRETE

Barrow County Board of Commissioners (Owner) has considered the Proposal submitted by you for the above described Project which was opened and read on _________, 2017. You are hereby notified that your Proposal has been accepted for the Project in the amount of $_________________ dollars.

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

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

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

Dated this ________ day of ________, 2017.

BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

By: __________________________________

Michael R. Renshaw, County Manager

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

BY: _______________________________ TITLE: _______________________________

DATED THIS THE _____ DAY OF ________, 2017.
NOTICE TO PROCEED

TO: __________________________________

__________________________________

__________________________________

PROJECT DESCRIPTION:  RFB2017-18 – BURN BUILDING PHASE II – ADDITIONAL CONCRETE

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

Date this ___ day of _____________, 2017.

BY: ______________________________, Michael R. Renshaw, County Manager
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

Receipt of the above “Notice to Proceed” is hereby acknowledged by ______________
____________________________________________________ this the ______ day of
__________, 2017.

BY: ______________________________ (CONTRACTOR)
TITLE: ___________________________
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

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

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

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

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

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

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

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

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

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

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

COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

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

Section Two. Definitions.

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

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

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

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

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

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

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

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

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

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

(1) His or her family;

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

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

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

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

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

Any person in County service shall;

Section One.

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

Section Two.

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

Section Three.

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

Section Four.

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

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

Section Six

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

Section Seven.

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

Section Eight.

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

Section Nine.

Expose corruption wherever discovered.

Section Ten.

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

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

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

All County Officials and Department Directors shall:
Section One.

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

Section Two.

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

Section Three.

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

Section Four.

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

Section Five.

Expose corruption wherever discovered.

Section Six.

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

Section Seven.

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

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

Section Nine.

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

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

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

Section One. Compliance with Applicable Law.

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

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be

affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

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

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

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

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

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

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

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

Section Four. Zoning Application Disclosures.

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

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

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

Section Six. Withholding of Information.

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

Section Seven. Incompatible Service.

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

Section Eight. Unauthorized Use of Public Property.

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

Section Nine. Political Recrimination and Activity.

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

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

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

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

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

**Section Ten. Appearance Before County Entities.**

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

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

Section Twelve. Solicitation or Acceptance of Gifts.

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

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

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

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

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

(5) Awards presented in recognition of public service.

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

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

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

(9) Honorariums or awards for professional achievement.

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

Section Thirteen. Disclosure of Interest.

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

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

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

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

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

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

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

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

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

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

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

Section Two. Appointment Procedures.

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

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

Section Three. Qualifications of Members of Board of Ethics.

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

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

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

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

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

Section Four. Terms; Vacancies.

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

Section Five. Removal of Member.

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

Section Six. Organization and Internal Operating Regulations.

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

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

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

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

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

Section Seven. Duties and Powers.

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

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

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

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

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

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

Section Eight. Staffing and Expenses.

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

Section Nine. Counsel.

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

Section Ten. Adherence to the Ethics Ordinance.

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

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

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

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

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

(4) "Nonpartisan Election" means:

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

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

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

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

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

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

(1) Register and vote in any election;

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

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

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

(5) Sign a political petition as an individual;

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

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

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

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

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

(C) **Prohibited Activities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Initiate or circulate a partisan nominating position.

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

Section Twelve. Limitation of Liability.

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

Section Thirteen. Advisory Opinion.

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

Section Fourteen. Complaints.

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

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

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

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

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

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

**Section Fifteen. Disciplinary Action.**

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

1. Written warning or reprimand;
2. Suspension without pay;
3. Termination of employment; and
4. Repayment to the County of any unjust enrichment.

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

1. Written warning, censure or reprimand;
2. Removal from office to the extent provided by Georgia law; and
3. Repayment to the County of any unjust enrichment.

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

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

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

Section Sixteen. Judicial review.

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

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

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

ARTICLE SIX: MISCELLANEOUS

Section One. Severability.

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

Section Two. Repealer

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

Section Three. Effective Date.

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

AMENDED:

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

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