MEMORANDUM

To: Parties Interested In RFP2020-2
From: Cindy Clack
Date: July 24, 2019
Re: RFP2020-2 – Right of Way Roadside Mowing

RFP2020-2 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

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

Thank you.
REQUEST FOR PROPOSALS
RFP2020-2

RIGHT OF WAY
ROADSIDE MOWING

BARROW COUNTY, GEORGIA
JULY 24, 2019

DATE OF OPENING: AUGUST 22, 2019

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

RIGHT OF WAY ROADSIDE MOWING
BARROW COUNTY BOARD OF COMMISSIONERS

Date: July 24, 2019

PURPOSE: The purpose of this request is to provide interested Contractors with sufficient information to enable them to submit a uniform proposal for the County’s review of Right of Way Roadside Mowing (hereafter called “project”) as required by the Barrow County Board of Commissioners, and to set forth a systematic method that will be fair and impartial to all parties concerned in order to generate responses that can be equally evaluated by the County.

GENERAL: Barrow County is interested in entering into an agreement with a Contractor to provide Right of Way Roadside Mowing per the attached scope of work and unit price schedule for the Barrow County Roads & Bridges Department. You are invited to submit a response for this requirement.

OBJECTIVE: The Project objective is to select a qualified contractor for Right of Way Roadside Mowing.

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

FIRM PRICE: Prices quoted by Contractors shall be firm prices, not subject to increase 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. Invoices covering required services payable by the County will be paid Net 30 days from date of invoice. Reference the enclosed Agreement for Barrow County’s payment process.

RIGHT TO SUBMITTED MATERIALS: All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the Contractor shall be properly identified as to Contractor and will become the property of Barrow County when received. Barrow County will not be responsible for any expenses incurred by any Contractor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the County or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance.
and acceptance of any contractual agreement/purchase order by the recommended Contractor even if the Board of Commissioners has formally accepted a recommendation.

**CLARITY AND THOROUGHNESS:** Barrow County must determine which *single* Contractor best meets its immediate and long-term objectives. It is each proposing Contractor’s responsibility to ensure that all information in the proposal is thorough and easily readable by County. County, at its sole discretion, may reject any submittal that is unclear in any way. It is requested that Contractors keep their responses concise, to the point and use as little technical jargon as possible.

**INQUIRIES:** Proposing Contractors, or their representatives or agents, *shall not* contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. **Questions relating to this RFP must be submitted in writing to:** Cindy Clack, Senior Buyer (email: cclack@barrowga.org). **Deadline for questions is August 13, 2019 at 5:00 pm “local time”**. All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

**SECURITY:** The successful contractor will be required to submit to Barrow County a performance bond and 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. (Contractor will provide payment and performance bonds, each valued at a not to exceed amount equal to 100% of the maximum payment amount for each year of the Term on an annual basis to the County).**

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

1. Issue Request for Proposal ------------------------July 24, 2019
2. Deadline for Questions ------------------------August 13, 2019 (5:00 pm “local time”)
3. Proposal Due Date ------------------------August 22, 2019 (12:00 Noon “local time”)
4. Proposal Opening ------------------------August 22, 2019 (2:00 pm “local time”)
5. Selection Recommendation to BOC ------------TBD
6. Award of Agreement if Approved----------TBD

**SEALED PROPOSALS:** Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with “RFP2020-2 Right of Way Roadside Mowing”. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and also plainly marked with “RFP2020-2 Right of Way Roadside Mowing”. The
County will not be responsible for late mail deliveries and **no proposal will be accepted if received after the time stipulated by this RFP.** No proposal may be withdrawn or modified in any way after the deadline for RFP opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.**

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

Sealed proposals will be accepted in the Clerk’s Office, no later than **12:00 pm (Noon) Thursday, August 22, 2019.** Proposals will be opened in the Historic Courthouse Conference Room at the above address at 2:00 p.m. on August 22, 2019. All proposals will be evaluated and the project will be awarded, if it is awarded, within 60 days of the proposal opening.

**LIABILITY AND RISK MANAGEMENT:** See attached Agreement for requirements.

**INSURANCE REQUIREMENTS:**

- All Contractors and subcontractors shall provide certificates of insurance to the County for the minimum amounts of insurance prescribed by the County’s Services Agreement and shall comply with all other insurance requirements contained therein.
- No contract will be awarded until the appropriate certificates of insurance are in the possession of the Purchasing Division of the Finance Department.
- Indemnification. See Services Agreement (see attached).

**PROPOSAL FORMAT:** Contractors should submit an original (unbound) and four (4) copies of the requested proposal in the below format. Additionally provide one (1) electronic copy in PDF of the proposal. **Please do not bind the original copy.** The proposal shall consist of the following in the order shown:

- Letter of Introduction
- Copy of business license and proof of being in business at least five (5) years.
- Project Personnel: Provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and in fields necessary to complete this proposed work.
A: Qualifications, including experience in the proposed project methodology and public sector and/or municipal experience.
B: Summary of experience, including the number of years of relevant experience, years with the firm and representative project experience with project name, client and date performed.
C: Other supporting documentation which demonstrates the ability to successfully perform the work.

- Similar Experience: List and describe your firm’s projects worked on in the past five years that best match the scope and intent of the various projects. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project.

- Verifiable references of similar projects, include a minimum of three (3) references (Use Barrow County references form).

- A list of any preferred subcontractors that might be necessary for any work not self-performed.

- Proposal Form with attached Unit Price Schedule

- Services Agreement: All submitting contractors are required to execute the Public Road Maintenance Services Agreement (“Agreement”) included in this package to indicate the willingness to comply with all terms of the Agreement and to submit the executed Agreement with the bid. Upon award of the Project to the winning contractor, the County will execute the Agreement. Please be advised that the contractor’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. Exhibits E, F.1, & F.2 to the Agreement MUST be executed and submitted with the Agreement (please leave date and amount of agreement blank).

Proposals are to be limited to thirty (30) pages single-sided (this does not include References, Bid Bond or the executed Agreement).

PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE:
Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include pricing. Barrow County reserves the right to reject any and all proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals. The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all proposals. Where two or more companies are deemed equal, the County reserves the right to make the award to one of the companies. At the County’s discretion, presentations may be requested as part of the evaluation process.
**Evaluation Criteria:** The County’s staff will review all proposals submitted. After reviewing the proposals, staff at its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the County, price and other factors being considered. The following are the evaluation criteria the County will consider in determining which proposal is most advantageous to the County:

1: **Unit Price Schedule:**
   Evaluation based on unit price schedule (Unit price schedule includes estimated quantities and will be used for evaluating purposes only). = 50%

2: **Experience on similar projects:**
   Contractor performed satisfactory work on similar projects over the past five years. The ideal contractor should have extensive experience with Right of Way Roadside Mow including completing projects in a timely manner, meeting cost and providing good customer satisfaction. = 25%

3: **Project Personnel:**
   Contractor’s ability to effectively manage personnel, provide experienced and qualified personnel. The ideal candidate will propose a project team, project manager with over five (5) years of experience in this field. The project manager and key personnel will be evaluated on knowledge, experience, prior collaboration and successful completion of similar projects as proposed in the scope of work. = 15%

4: **References and reference projects:**
   Customer satisfaction with the vendor on prior similar projects. The contractor should provide a minimum of three (3) references. References should include the name, contact names, phone numbers, dates of the project, status or outcome of the project, and brief description of the services performed. = 10%

**Assignment of Contractual Rights:** It is agreed that the 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 Barrow County.
**DOCUMENTS:** The following are included in this “Request for Proposal”:

- Memo (1 Page)
- Request For Proposal (7 Pages)
- Attachment 1 Scope of Work (12 Pages)
- Attachment 2 Appendix 1 Inspection/Compliance Form (2 Pages)
- Attachment 2 Appendix 2 Movable Limit Diagrams (3 Pages)
- Attachment 3 Road List (8 Pages)
- Proposal Form with Unit Price Schedule (2 Pages)
- References Form (2 Pages)
- Agreement (40 Pages)
- Barrow County Code of Ethics Ordinance (30 Pages)
A. **Scope of Work, Qualifications of Contractor and Ability to Perform**

The Contractor will furnish all labor, material, tools, equipment, and incidentals necessary to perform mowing complete, and additional litter removal within the limits of the right of way and easement areas of the 2 lane routes, in a safe, effective, and timely manner, as detailed herein. **Attachment 3** provides a list of roads and estimated amount of Centerline Miles for required activities for each cycle. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein.

**QUALIFICATIONS OF CONTRACTOR AND ABILITY TO PERFORM:** The Contractor must be able to demonstrate the capability of performing all aspects of Work required in this invitation to submit a proposal including but not limited to adequate personnel, appropriate equipment, proper scheduling, experience with similar size and scope projects, and project references from these organizations.

The Work included in this annual Contract requires staffing experience, labor and equipment availability, financial reserves, project management capabilities and a high degree of Contractor-County coordination. All Proposers shall provide to Barrow County a list of References (on attached form) where similar size and scope of Work has been completed; whether the Contractor was the general or subcontractor. The County may make such investigation as it deems necessary to determine the ability of the Contractor to perform the Work.

Failure by the Contractor to demonstrate the ability for satisfactory Contract execution and progression will result in termination and re-award of any or all the Contract to the next reliable/responsible Company, or the re-bidding of the Contract, whichever is deemed in the County’s best interest.

B. **Terms and Definitions**

1. **Approval/Acceptance:** Inspected and approved by a representative of the Roads & Bridges Department for compliance with the requirements of the Specifications included in this Contract.
2. **Bridge End Roll:** The area at each end of a bridge that slopes down from the end support to the natural ground contour under the bridge.
3. **Centerline Mile:** Incremental measurement that includes the mowing limits within a one (1) mile distance on a route. This includes both directions of the mile, shoulders, and median.
4. **Established/Planted Trees and Shrubs:** Trees and/or shrubs that have been planted for aesthetics by the County and trees that are greater than three (3) inches in caliper dbh (4-1/2 feet above ground).
5. **Interchange/Intersection:** An area allowing for access to and from the road mainline.
6. **Mainline:** The area(s) between interchanges on local County & City routes.
7. **Mowing Cycle:** A Mowing Cycle consists of mowing complete the areas as designated in these Specifications one time. Complete a Mowing Cycle without interruption, within the time frames listed in the specifications and to the satisfaction of a representative of the County Roads & Bridges Dept.
8. **Mowing Complete:** The accepted and approved mowed and trimmed Centerline Miles, including litter removal, within established mowing limits.
9. **Mowing Limits:** All areas that are mowable with tractor mowing equipment within the right of way that are on a 3:1 or flatter slope, and trimming in front of, behind, under, and around roadside obstacles, and trimming on all slopes at intersections and on slopes steeper than or equal to 3:1 on the mainline.
10. **Natural Tree Line:** The dominant boundary/edge of a community of hardwood and non-hardwood trees, greater than three (3) inches in caliper dbh (4-1/2 feet above ground). The edge can be a fluctuating line. Typically, in a community, the maximum trunk to trunk distance of trees, greater than three (3) inches in caliper dbh (4-1/2 feet above ground), is less than ten (10) feet. The natural tree line will be as determined by the County Roads & Bridges Dept.
11. **Non-Refundable Deductions**: Failure to comply with terms and specifications of the Contract that will result in deduction of monies from the Contractor’s invoice for payment.

12. **Roadside Obstacles**: Items located within the right of way, both natural and man-made which may include but are not limited to sign posts, delineator posts, light posts, steel beam guardrail and associated posts, headwalls, sidewalks, barrier walls, retaining walls, catch basins, curbs, fallen rock, bridge end abutments, mailboxes, land monuments & property markers, newspaper boxes, established/planted trees and shrubs, landscaped beds, natural tree line, wildflower areas, Bridge End Rolls, and fences.

13. **Shadow Vehicle**: A vehicle used to buffer mowing and/or litter operations that may interfere with traffic.

14. **Slope Break Point**: The spot where the non-mowable slope begins.

15. **Traveled Way**: The portion of the roadway for the movement of vehicles, exclusive of the shoulders.

16. **Vegetation**: All woody and herbaceous plants, three (3) inches and less in caliper dbh (4-1/2 feet above ground), that are naturally occurring. (Includes County-planted grasses) The stems of multiple trunk vegetation will be measured individually.
C. **Mowing Complete Requirements**

1. **Mowing Complete Cycles**
   
a. Begin mowing complete operations no later than 10 days after the Notice of Award or on a date approved by the County. Cycle(s), cycle date(s) and centerline mileage may be omitted or changed due to weather conditions, and budget restraints at the discretion of the County. Finish a Mowing Complete Cycle before beginning a new Mowing Complete Cycle. Finish a Mowing Complete Cycle without interruption, within the time frames listed below and to the satisfaction of a representative of the County Roads & Bridges Dept.

b. For 2 lane mowing complete, per contract year 1, the anticipated commencement and completion dates are:

<table>
<thead>
<tr>
<th>CYCLE</th>
<th>COMMENCEMENT DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>September 26</td>
<td>November 26</td>
</tr>
</tbody>
</table>

   
c. For 2 lane mowing complete, per subsequent contract year(s), the anticipated commencement and completion dates are:

<table>
<thead>
<tr>
<th>CYCLE</th>
<th>COMMENCEMENT DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>April 13</td>
<td>May 28</td>
</tr>
<tr>
<td>2</td>
<td>June 2</td>
<td>July 17</td>
</tr>
<tr>
<td>3</td>
<td>July 22</td>
<td>September 7</td>
</tr>
<tr>
<td>4</td>
<td>September 12</td>
<td>November 12</td>
</tr>
</tbody>
</table>

d. **Mowing Limits for Each Cycle:** All mowable areas within the right of way that are on a 3:1 or flatter slope using tractors with rotary or flail type mowers, and trimming in front of, behind, under and around roadside obstacles, landscaped areas, planted/established trees and shrubs and trimming on all slopes. These include all areas on the mainline, Interchanges/Intersections. Perform trimming in a manner as to create a smooth transition back to where the mowing was performed.

   
e. **Special Mowing Conditions:** Perform all scheduled mowing operations during daylight hours. No work will be allowed on holidays. No work will be allowed on weekends in which a holiday falls on a Monday or Friday.

f. **Intermediate Completion Dates:** For 4 mowing cycles, have fifty percent (50%) of the Mowing Complete finished and approved within twenty-five (25) calendar days after beginning a Mowing Cycle.

g. **Mowing Complete Cycle Extensions:** Completion dates will not be extended unless during the Mowing Cycle, the Governor declares a State of Emergency due to Natural Disasters such as floods, hurricanes, or by decision of a representative of the County Roads & Bridges Dept.

   
h. **Special Events and Extra Requirements:** Special or unexpected events may occur within Barrow County requiring the need for additional mowing during or between mowing cycles. If additional mowing is required by Barrow County, perform Mowing Complete.

   i. Required additional centerline mowing will be paid for at the same price per Centerline Mile bid.
ii. Unknown or unexpected special events mowing will not exceed twenty (20) Centerline Miles during a mowing season unless reviewed and approved by the County and agreed upon by the Contractor.

2. Additional Mowing Complete Requirements

Perform Mowing Complete in accordance with these Specifications and to the satisfaction of a representative of the County Roads & Bridges Dept. prior to acceptance.

a. Mowing: Perform mowing within the Mowing Limits for vegetation on slopes no steeper than 3:1. This operation will not be allowed on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible. No scalping is to occur.

b. Trimming: Trim vegetation to a height less than six (6) inches within the Mowing Limits that are inaccessible by Tractor Mowing. This includes trimming in front of, behind, under or around, and beyond roadside obstacles, landscape beds, established/planted trees, shrubs and wildflower areas to provide an attractive appearance. The County Roads & Bridges Dept. has the right to identify those areas where trimming shall be required. **Guardrail:** areas to be trimmed, including guardrails or area around and under guardrails back to a point at least one (1) foot behind the posts. (See Appendix 2)

i. **Mainline Slopes that are steeper than 3:1:** Trim vegetation a minimum of fifteen (15) feet beyond the slope break point each mowing cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.

ii. **Mainline with Slopes that are less steep than 3:1:** Trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.

iii. **Landscape, Bulb, and Wildflower Plots:** Trim vegetation around landscaped areas, established or planted trees, shrubs, bulbs and wildflower plots without damaging plant materials. Trim vegetation under planted trees as required by the County.

iv. **Wet or Inaccessible Areas:** If an area is too wet and/or otherwise inaccessible by mowing equipment, trim vegetation using trimming equipment and/or slope mowers.

v. **Bridge Structures:** Trim vegetation located at, under, or near bridge structures including Bridge End Rolls and riprap areas within the right of way.

a) Trim all vegetation under and around trees greater than three (3) inches caliper dbh (4-1/2 feet above ground) that exists between adjacent bridges.

b) Trim vegetation on bridge ends and Bridge End Rolls at overpasses and underpasses to the right of way fence and/or Natural Tree Line. If trees exist within fifteen (15) feet around or adjacent to the bridge; trim vegetation under and around the trees, or as directed by the County. Continue trimming downslope or upslope to meet the Mowing Limits as directed by the County.

c) The limits of trimming extend to the fence line in cases where a fence is located on the top of a slope at a bridge underpass.

vi. **Intersection/Interchange:** Trim all vegetation on non-mowable and mowable areas within an intersection to the natural tree line and/or to the right of way line or fence.

vii. **Barrier/Retaining Walls:** Remove vegetation at the base of and on all barrier walls. Trim and remove vegetation in non-landscaped areas between barrier walls. Trimming around barrier/retaining walls shall not occur on paved shoulders that are less than ten (10) feet wide. (See Diagram A)

viii. **Vegetation Removal:** Place trimmed woody vegetation in adjacent natural areas on the right of way within five (5) days of trimming. When no adjacent natural tree area exists, remove this vegetation from the right of way within five (5) days. Disposal shall be in accordance with all applicable laws and regulations.

ix. **Multiple Trunk Trimming:** In areas where trimming occurs, trim all stems of multiple trunk vegetation that are three (3) inches caliper dbh (4-1/2 feet above ground) or less.

x. **Planted and Established Groundcover:** Consult with the County Roads & Bridges Department prior to trimming a non-mowable slope that is covered with a planted or established groundcover such as Lespedeza, Weeping Love Grass, or a native grass. If the County Roads & Bridges Department requires the groundcover to remain, trim all other vegetation in the groundcover.
xi. **Litter Removal:** Described in Attachment 1.D of this specification.

### 3. Mowing Complete Exemptions and Restrictions

a. Unless otherwise directed in writing by the County, do not perform work in the following areas:
   
i. **Construction project limits:** In the event a road rehabilitation or improvement project is under construction or will be under construction where mowing is scheduled, that portion of the Mowing Cycle will be deleted at the direction of the County. The section(s) of roads deleted from the list may be added back to the list at the first available Mowing Cycle following completion of said project. These areas will be identified by the County.

b. **Hours of Work:** The Contractor’s operations shall be restricted to daylight hours and shall only be performed when weather and visibility conditions allow safe and efficient operations.

c. The removal of cut material, such as the baling of hay, is prohibited.

d. Herbicide use is strictly prohibited and may result in termination of the contract.

e. Some sections of routes may be mowed by adjacent residents and should not be mowed by the contractor. Coordinate with the County Roads & Bridges Department on the sections/locations to avoid mowing complete activities.

### 4. Traffic Control Requirements for Center Line Mowing


b. Perform all Mowing as a continuous mowing operation as described in these Specifications. Mow only in the direction of traffic.

c. Any signs used must be of rigid, one-piece construction covered with suitable sheathing and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Equip all signs with flags.

d. Do not cross the median on Interstates or other divided highways. Enter and exit at the existing Interchanges.

e. Do not exceed a ten (10) mile work zone on 4 lane routes. Do not exceed a five (5) mile work zone on two (2) lane routes.

f. On non-divided highways, only one Tractor Mowing operation in a work zone will be allowed. On divided highways, two mowing operations in a work zone may be allowed on the outside shoulders. Additional work zones will be allowed, separated by a minimum of two (2) miles. Do not exceed twenty (20) miles of mowing without completing trimming.
   
i. **Signs:** Place “Watch for Mowers” signs with flags attached at each end of the work zone in the direction of traffic on both the median and outside shoulder.
   
ii. **Ramps:** In the event of an on-ramp located within the work zone, place at the top of the on-ramp a “Watch for Mowers” sign with flags. Place all signs before any tractor mowing is performed. Remove all signs at the end of each workday.

g. Buffer tractor mowers traveling within three (3) feet of the traveled way, crossing lanes, traveling on paved shoulder, moving equipment to other locations (dead heading), by a shadow vehicle.
   
i. Operations may be restricted when, in the opinion of the County, the continuance of the work would seriously hinder traffic or is unsafe.
   
ii. Move equipment or materials on or across the traveled way in a safe manner which will not interfere with traffic. There shall be no reduction in the total number of available traveled ways. Schedule and arrange the work to ensure the least inconvenience and the utmost safety to the traveling public and to the Contractor’s and County’s forces.
5. Quality Acceptance
   a. The height of all vegetation after any Mowing or Trimming operation shall be no more than six (6) inches. Heights will be determined by taking the average of three (3) measurements at the following locations:
      i. One-fourth (1/4) of the distance from the edge of the pavement (edge of pavement includes paved shoulders) to the shoulder point;
      ii. One-half (1/2) of the distance from the shoulder point to the bottom of the ditch or toe of the slope, whichever is applicable; and
      iii. At the midpoint of the farthest mowing pass from the edge of the pavement. The County will give an allowance of two (2) inches higher or lower than the specified height of six (6) inches when averaging the measurements.
   b. Progress and performance will be monitored by a Representative of the County Roads & Bridges Department, using the approved plan from the Contractor as a guide to verify the Centerline Miles mowed, and the fifty (50) percent Intermediate Completion Dates. The Roads & Bridges Department will maintain a log of Mowing Complete and will verify the completion of the work with the Contractor upon Mowing Complete.
   c. All routes where mowing and trimming have been completed must be approved and accepted by the Representative of the Roads & Bridges Department prior to any payment. At no time will payment be made for any work not yet performed.
      i. Mowing Complete will be left uniform in appearance after the mowers have passed.
      ii. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
      iii. Payment may not be made for Centerline Miles where Traffic Control and Safety non-compliance have occurred.
      iv. Performance deficiencies will be reported to the Contractor by email within seventy-two (72) hours of identification.
      v. Correct mowing and trimming Quality Acceptance deficiencies no later than forty-eight (48) hours following receipt of said notice, subject to the restrictions in Section 4.01.

D. Litter Removal Requirements

1. Description
   a. Pick up, remove and dispose of litter and debris within all mowing and trimming areas as specified in the Centerline Mowing Requirements and on all paved shoulders. Litter and vegetation removal shall not occur adjacent to median barrier wall and median guardrail when paved shoulders are less than ten (10) feet in width.
   b. Litter and debris may consist of paper, boxes, bottles, cans, tires, recaps, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, brush, trimmed vegetation on paved surfaces, dead animals, memorials, and other items not considered normal to the right of way, etc. It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.
   c. The work includes reporting of litter removal activity.

2. Methods of Removal Operations
   a. It is expected that all litter and debris activity will be accomplished by manual means; however, these Specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.
   b. A written request may be submitted to the County for the use of specialized mechanical equipment designed for removal of litter and debris. The County, prior to any equipment being used, must approve the request. The County may require additional safety devices or precautions if special equipment is allowed to be used. No ATV's (all terrain vehicles) will be allowed for use during litter pickups.
   c. All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. The color
of the bag will be designated by the Representative of the Roads & Bridges Department. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.

d. Conduct litter removal activities during daylight hours only.

3. Methods of Disposal & Reporting

a. Remove all litter and debris, including larger pieces, from the right of way at the end of each working day and dispose of at locations provided by the Contractor. Storage or stockpiling of litter or debris on the right of way is prohibited. Disposal shall be in accordance with applicable laws and regulations. Locations for disposal and costs associated for use of such locations will be the responsibility of the Contractor.

b. Construct all vehicles, such as pickups or dump trucks, utilized to remove and dispose litter and debris to inhibit further distribution or loss of litter along the roadway. Cover all open-top vehicles and secure with tarpaulins. These vehicles must be in accordance with local and state laws governing waste hauling equipment.

c. Record in a daily log the number of bags of litter removed. Retain disposal receipts showing disposal location and weight of material. Provide the daily log to the Barrow County Stormwater Department immediately. Include bag counts and copies of disposal receipts in a Litter Activity Report with each invoice.

d. The County is required to comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) Permit No. GAR041000 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4). Certain activities under this maintenance service contract are reportable as MS4 compliance efforts. The Contractor shall be responsible for the following related requirements:

i. *Record in a digital format (EXCEL), the weight of litter collected and disposed from within the Barrow County’s MS4 Permit. Include the name of Mainline Road with names of intersecting roads (from-to). Include number of bags collected for each mainline road.

ii. Submit all digital data electronically on a quarterly (minimum) basis to the Representative of the Barrow County Stormwater Department. The Submittal shall be on spreadsheets, provided by GDOT to the awarded Contractor, and shall include contractor’s name, preparer of the data, the date(s) of mowing cycle or additional litter pickup, and weight of litter collected and disposed from the above designated areas. All information shall be consistent with that included in the Litter Activity Report.

4. Frequencies And Timing Of Removal And Disposal

a. Prior to Mowing Complete:

i. All litter and debris must be removed in advance of each Mowing Complete Cycle, in accordance with the Mowing Complete Cycles as outlined in Attachment 1- C. 1 Mowing Complete Requirements.

ii. Perform litter removal and disposal immediately in front of and as an integral part of the mowing operations. Remove any litter and debris accumulated between litter activities and mowing activities prior to mowing operations. At no time shall there be a separation of two (2) days between litter activities and mowing operations within a specified work area within each Mowing Complete Cycle. Specified area is defined as an area that is mowed in a given day. Should this time delay occur, the Roads & Bridges Department might require the Contractor to perform additional litter removal activities prior to restarting mowing operations.

b. Additional Litter Removal:

i. Additional litter removal cycles may be requested by the County between mowing cycles and during the non-mowing season. Begin a litter removal cycle within ten (10) days of the County request. A complete litter removal cycle should be finished within a thirty (30) day period.
ii. The County may request a written litter pickup schedule.

iii. Perform additional litter removal operations within a ten (10) mile work zone.

5. Traffic Control Requirements for Litter Removal

a. Use a shadow vehicle when removing litter on paved shoulders. The shadow vehicle may be the litter disposal vehicle.

b. Follow all guidelines as per Attachment 1.C.4 - Traffic Control Requirements. Use “Litter Pickup Ahead” warning signs during the Additional Litter Removal activities. Use “Litter Pickup Ahead” warning signs during the mowing season when the litter operation does not fall within a ten (10) mile mowing work zone.

c. A shadow vehicle and litter disposal vehicles must be equipped with a strobe light and slow-moving vehicle signs during removal of trash bags and larger material. Use these lights only when required in the course of the work and not when traveling to and from the job site.

d. All vehicles, including transport or service vehicles, must not obstruct traffic lanes.

6. Quality Acceptance

a. Completed areas of work shall be free of all litter and debris immediately after cleaning, as determined by the County Roads & Bridges Department. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Within 24 hours after notice, re-clean areas, at no cost to the County, that are determined by the County to be in non-compliance.

b. Failure to re-clean as directed by the County Roads & Bridges Department, failure to re-clean after mowing over litter and debris as directed by the County Roads & Bridges Department, and/or failure to remove litter within right of way limits prior to mowing will result in non-refundable deductions.

E. Personnel and Sub-Contractors

1. Supervisor: Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must speak English proficiently.

   a. This Supervisor/Foreman shall be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not a part of a mowing complete or additional litter removal crew.

   b. The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person during duty hours. Wireless service shall be functional throughout the entire State. The Supervisor/Foreman’s response time to the County Roads & Bridges Department shall be less than thirty (30) minutes.

   c. Use a different Supervisor/Foreman for each awarded contract.

2. Crew: Provide staff and staffing levels able to perform the work in accordance with this Specification. The personnel staff must be under the sole responsibility of the Contractor.

   a. Ensure that all employees are qualified to safely operate all equipment. Employees must be competent, experienced, and skilled in all aspects of mowing and/or trimming work.

   b. All personnel must have lawful status to work in the United States. All personnel must have the Contractor’s business card on their person.

   c. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

3. Sub-Contractors: The County expects the awarded contractor to be fully able to complete the Work as detailed in this Contract. The County may, at its discretion, consider the use of subcontractors to accomplish the Work.

   a. If the County approves the use of a subcontractor, the Contractor will be held wholly responsible for the actions, quality, and timeliness of all work performed by the subcontractor. The Representative of the County Roads & Bridges Department will communicate with the Contractor’s Supervisor regarding all work.

   b. All requests to hire a subcontractor must be approved in writing. A minimum of ten (10) working days is needed to evaluate a request. The written request from the contractor shall include the following: A justification for the need to hire a subcontractor;

      i. The name, address, and phone number of the proposed subcontracting company;
ii. The number of employees proposed;
iii. The locations of work and revised work schedule; and
iv. The revised work crew roster list.
c. Required documentation: If a sub-contractor is utilized, Prime Contractor shall obtain and provide to the County the notarized Georgia Security and Immigration Compliance Act Affidavit within five (5) business of County approval. These forms must be received from the Sub-contractor annually.

4. **Dress Code**: The minimum dress code for personnel shall be a clean and complete outfit, including long pants, shoes, shirt, safety vest, and any other necessary safety gear required by local, state, or federal regulations.

**F. Equipment**

1. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the County Roads & Bridges Department. Department decisions relevant to mechanical worthiness and appropriateness shall be final.
   a. Equipment shall meet the following requirements:
      i. Equip each tractor with two (2) flashing signal lights, two (2) orange flags and an eighteen (18) inch slow moving emblem sign. Equip each mower with two (2) orange flags.
      ii. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation. Any equipment deemed unacceptable by the County Roads & Bridges Department will not be allowed to operate until such guards are in place and properly maintained.
   b. Assign appropriate equipment quantities and types to meet stated mowing schedules.

2. Properly maintain mower blades so that they are sharp, straight and evenly weighted. Any mower with a blade deemed unacceptable by the County Roads & Bridges Department will not be allowed to operate until such blade is replaced or the deficiencies are corrected.

3. Equip support vehicles, such as pickups and service trucks with a minimum of one (1) revolving or strobe type light, with amber lens.

4. Use a shadow vehicle to buffer the Mowing operation when it is on or within three (3) feet of the travelway.
   a. Equip support vehicles used as shadow vehicles with a forty-eight (48) inch square “Watch for Mowers” sign with an eighteen (18) inch slow moving emblem attached and mounted on the rear of the shadow vehicle.
   b. Equip a shadow vehicle with a minimum of one (1) revolving or strobe type light, with amber lens.

5. Equipment used to mow Georgia rights of way shall be steam cleaned before each mowing cycle begins to remove any traces of Cogon Grass (Imperata cylindrica) seed and other invasive plant material on mowing attachments, on the body of mowing equipment, or in the radiator grill of the mowing equipment. Steam cleaning shall not be performed on any Barrow County property. Equipment transported into Georgia for use on this contract must be steam cleaned prior to crossing the Georgia State Line.

**G. Safety and Incident Reporting**

1. Suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner. If such suspension occurs, notify the County Roads & Bridges Department immediately. Likewise, the County Roads & Bridges Department may order the suspension of mowing operations whenever, in his or her judgment, present weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.

2. Notify the County Roads & Bridges Department immediately by phone of any incident or accident that involves the Contractor while fulfilling this Contract.
   a. Submit a written report to the Representative of the County Roads & Bridges Department within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers, and extent of injury and damage.
b. Employees shall carry business cards that have the name, address, and phone number of the Contractor upon request of individuals involved in an incident or accident.

3. If mowing and trimming operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance, repair or replace the damaged item with a like item at the Contractor’s expense. If mowing and trimming operations damage has to be repaired or replaced utilizing County property or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor’s payment.

4. Do not allow any debris to be thrown onto the road surface by the mowing equipment or by personnel. Perform work in such manner as to leave existing vegetation undamaged.

5. Mowing equipment, while in operation, must be horizontal with the mowing surface. Operating tractor mowers in a vertical position parallel to a traveled way is prohibited.

5. Equipment left on the right of way is the responsibility of the Contractor. Do not park equipment on the right of way or on state property for more than five (5) continual working days in the same location.
   a. Park no equipment in the median.
   b. Park equipment behind guardrail or in other protected areas where such areas exist. Otherwise, park equipment a minimum of twenty-five (25) feet from the edge of pavement.

6. Operate no equipment that causes ground disturbance and/or damages any part of the right of way. Repair, at no cost to the County, all damage caused by equipment.

H. **Utility Conflicts**

1. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

2. Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

I. **Work Schedule** - Five (5) days prior to each cycle:

1. Submit a plan of how the Cycle will be completed including number and size of crews. Prior to beginning each cycle the Representative of the County Roads & Bridges Department must approve the plan. Notify the Representative of the County Roads & Bridges Department each morning if changes occur to the approved plan. There are cycles for mowing/trimming, additional litter removal as requested. **Multiple mowing complete crews will be required. Multiple starting locations will be required.**

2. Submit a list of active phone numbers including office phone, office fax, and cellular phone numbers. Submit the Supervisor/Foreman’s name and cellular phone number. Notify the County Roads & Bridges Department immediately if the Supervisor/Foreman changes and or any contact information changes during a cycle.

3. Submit a list of all employees who will be working during that cycle. No work will begin without this submittal.
   a. Prior to beginning any work, submit the names of all new employees, who are to work during a current cycle. This includes Sub-Contractor employees if a Sub-Contractor is approved.
   b. The County has the right to exclude any person who engages in conduct that is non-professional. Contractor will replace any person, excluded by the County, in a prompt manner.

J. **Non-Compliance/Default/Non-Refundable Deductions**

1. Non-Compliance: The County determines that the Contractor has failed to comply with work required under the terms of the Contract.
   a. The Contractor may be deemed in Contract Non-Compliance and subject to Contract termination.
   b. All Items of Non-Compliance may result in non-refundable deductions against the Contractor.
2. Default: The County has the authority to terminate the Contract when the Contractor is in Non-Compliance three (3) or more times during the term of the Contract.

3. Non-Refundable Deductions: Begin as described below, and continue daily until the task has been executed to the satisfaction of the representative of the Roads & Bridges Department. Any Non-Refundable Deductions assessed will be deducted from the Contractor’s invoice for payment.
   a. The County may suspend work if non-compliance occurs with items listed below, until actions are corrected.
   b. Performance deficiencies will be reported to the Contractor, by facsimile, within seventy-two (72) hours of Non-Compliance identification(s) and Non-Refundable Deductions assessed. A written copy of the facsimile will be mailed to the Contractor.
   c. Reply to the county’s Non-Compliance facsimile/letter by facsimile within forty-eight (48) hours of receipt. The Contractor must dispute any Non-Refundable Deductions in writing within forty-eight (48) hours of receipt of notification of assessment.
   d. The following are applicable non-refundable deductions:

<table>
<thead>
<tr>
<th>Item</th>
<th>Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to meet approved and/or scheduled commencement, intermediate, and completion cycle dates.</td>
<td>$500.00 per day</td>
</tr>
<tr>
<td>Failure to comply with methods of removal, disposal, and reporting. Failure to steam clean equipment.</td>
<td>$300.00 per item, per day of non-compliance</td>
</tr>
<tr>
<td>Failure to comply with Traffic Control and Safety.</td>
<td>$500.00 per offense</td>
</tr>
</tbody>
</table>

K. Measurement
The cycles covered under the scope of work of this contract will be measured and accepted in Centerline Miles.

L. Payment

1. On or around the fifteenth (15th) and last day of the month, submit to the Representative of the Barrow County Roads & Bridges Department a detailed invoice that reflects the locations and total Centerline Miles completed. The submitted invoice must utilize road names with names of mainline road and names of intersecting roads begin/from & end/to designations from point to point of all Centerline Miles completed for the County Roads & Bridges Department verification.

2. Payment will be made at the unit price per Centerline Mile and will be measured in accordance with these Specifications. This payment shall be full compensation for furnishing all materials, labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the work described.

3. Payments shall be calculated by the Contractor and verified by County Roads & Bridges Department according to the number of Centerline Miles completed on a semi-monthly basis.

4. Payment should be received approximately thirty (30) days after the accurate invoice is received, reviewed, and approved by the Representative County Roads & Bridges Department.

5. In the event of a dispute, provide a detailed measurement of the area in question.

6. Mowing Complete: Litter pick up and trimming are included in Mowing Complete. Accompany all invoices for payment of Mowing Complete with copies of disposal receipts and a litter activity report, approved by the Representative of the County Roads & Bridges Department, capturing litter activities for the same time/work period. No acceptance of litter or mowing activities will be made without an accurate litter activity report approved by the Representative of the County Roads & Bridges Department.
7. **Additional Litter Removal:** Separate payments for litter removal activities will be made for additional litter removal activities if requested by the County. Payment will be made at the unit price per Centerline Mile. Accompany all invoices for payment with copies of disposal receipts and a litter activity report, approved by the Representative of the County Roads & Bridges Department, capturing litter activities for the same time/work period. No acceptance of litter activities will be made without an accurate litter activity report approved by the Representative of the County Roads & Bridges Department.
## Attachment 2 - Appendix 1: BARROW Highway Mowing and Maintenance Services Inspection/Compliance Form

**Inspection Location:** __________________________  **Date:** __________  **Time:** __________

See Barrow County Highway Mowing and Maintenance Services Contract for reference

<table>
<thead>
<tr>
<th>Inspection Prior/During Mowing Complete or Additional Litter Removal</th>
<th>Compliant</th>
<th>Non Compliant</th>
<th>Not Applicable</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Supervisor availability</td>
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<td></td>
<td></td>
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<tr>
<td>Adequate crews and/or staffing</td>
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<tr>
<td>Dress Code including PPE met</td>
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<tr>
<td>Following Work Schedule</td>
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<tr>
<td>Complying with Traffic Control and Safety procedures</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Mechanically Worthy and/or Appropriate</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mowing in direction of traffic</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within Mowing Cycle(s) timeframe(s)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within Special Mowing Condition timeframe</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mowing Limits met</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trimming requirements met</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litter removed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mowing complete performed in proper weather conditions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Mowing Complete/Additional Litter Removal Quality Acceptance

| Approved and/or scheduled commencement, Intermediate, and completion cycle dates met | | | |
| Six(6) Inch mowing height met | | | |
| Mowing Complete concluded for centerline routes involved | | | |
| Complied with methods of litter removal, disposal, and reporting. | | | |
| Additional Litter Removal completed for centerline routes Involved | | | |
| Special Events/Extra Mowing Requirements completed | | | |
Corrective Actions or Additional Comments (photos may be attached):


Inspection by: ____________________________
Representative of the Barrow County Roads & Bridges Dept.
Attachment 2 - APPENDIX 2: MOWABLE LIMIT DIAGRAMS
Highway Mowing (Centerline) and Maintenance Service Requirements

Diagram A – Cross Section of Barrier/Retaining Walls on Mainline

Diagram B – Cross Section of Mowable Limits along Mainline for Slopes Steeper than 3:1
Attachment 2 - Appendix 2 - Diagram A:
CROSS SECTION OF BARRIER / RETAINING WALLS ON MAINLINE

Trim and remove vegetation in non-landscaped areas between barrier walls.

Trim and remove vegetation on and at the base of barrier walls.

Trimming and litter removal shall not occur on median paved shoulders that are less than 10' wide.

Trimming and litter removal shall not occur on median paved shoulders that are less than 10' wide.
Attachment 2 - Appendix 2 - Diagram B:
CROSS SECTION OF MOWABLE LIMITS ALONG MAINLINE FOR SLOPES STEEPER THAN 3:1

Trim vegetation a minimum of fifteen (15) feet beyond the Slope Break Point each Mowing Cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.

For slopes on the mainline that are STEEPER THAN 3:1, follow the above guidelines for the mowing cycles. (Exceptions for interchanges and bridges see Appendices 2 and 3.)
<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH (CENTERLINE MILES)</th>
<th>LENGTH (SHOULDER MILES)</th>
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<td>Turk Rd</td>
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<td>Intersection_2</td>
<td>Distance_1</td>
<td>Distance_2</td>
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<td>Williams Rd</td>
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<td>Wylie McQuire Rd.</td>
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<td>McElhannon Rd.</td>
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**BARROW COUNTY ROADS TOTAL = 261.61  523.22**

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<tr>
<th>Road Name</th>
<th>Intersection_1</th>
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<tr>
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<td>Jefferson Street (City of Statham)</td>
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PROJECT: RFP2020-2 Right of Way Roadside Mowing

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY: _________________________________ (Hereinafter called “Bidder”)

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR:

___________________________________
___________________________________
___________________________________
___________________________________

Barrow County Board of Commissioners:

Having carefully examined the Request for Proposals and Related Documents for RFP2020-2, and Addenda ________________________, the undersigned proposes to furnish Right of Way Roadside Mowing per Scope of Work for the following amount:

Initial Period September 26, 2019 – November 26, 2020 (5 cycles) $______________

April 13, 2021 – November 12, 2021 (4 cycles) $______________

April 13, 2022 – November 12, 2022 (4 cycles) $______________

April 13, 2023 – November 12, 2023 (4 cycles) $______________

April 13, 2024 – November 12, 2024 (4 cycles) $______________

Grand Total: $______________

In addition to the above pricing we would like pricing on the below:

<table>
<thead>
<tr>
<th>Item#</th>
<th>Description</th>
<th>Approximate Qty Centerline Mile</th>
<th>Unit Price</th>
<th>Bid Amount</th>
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<tr>
<td>1</td>
<td>Mowing Complete</td>
<td>273.07 per cycle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Additional Litter Pick-Up</td>
<td>273.07 per cycle</td>
<td></td>
<td></td>
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Signed, sealed, and dated this _____ Day of _____________, 2019.

Bidder: _________________________(Seal)
               (Company Name)

          ______________________________
                        By:

          ______________________________
                        Title:

          ______________________________
                        By:

          ______________________________
                        Title:
### REFERENCES

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<th>Project</th>
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<th>Owner:</th>
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<table>
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<table>
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<tr>
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<table>
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<th>Address:</th>
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<table>
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<tr>
<th>Contact Title, Phone No., &amp; Email Address:</th>
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<table>
<thead>
<tr>
<th>Project</th>
<th>Value:</th>
<th>Owner:</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Contact Person:</th>
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<tr>
<th>Contact Title, Phone No., &amp; Email Address:</th>
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REFERENCES – PAGE 2
RFP2020-2 RIGHT OF WAY ROADSIDE MOWING

Project: __________________________ Value: __________
Owner: __________________________________________________
Address: ________________________________________________
_____________________________________________________
Contact Person: ___________________________________________
Contact Title, Phone No., & Email Address: ________________________
_____________________________________________________

Project: __________________________ Value: __________
Owner: __________________________________________________
Address: ________________________________________________
_____________________________________________________
Contact Person: ___________________________________________
Contact Title, Phone No., & Email Address: ________________________
_____________________________________________________

Project: __________________________ Value: __________
Owner: __________________________________________________
Address: ________________________________________________
_____________________________________________________
Contact Person: ___________________________________________
Contact Title, Phone No., & Email Address: ________________________
_____________________________________________________


PUBLIC ROAD MAINTENANCE SERVICES AGREEMENT

RIGHT-OF-WAY ROADSIDE MOWING PROJECT

This County Road Maintenance 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, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”) and _______________________________ [state full entity name], a _____________________ [state entity type] (hereinafter referred to as the “Contractor”), collectively referred to herein as the "Parties”.

W I T N E S S E T H:

WHEREAS, under authority granted to it by the Georgia General Assembly as codified in the Official Code of Georgia Annotated (“O.C.G.A.”) § 32-4-42, the County desires to retain a contractor to perform services for a Project regarding the maintenance of one or more County roads or activities incident thereto, as defined below; and

WHEREAS, the County, in accordance with O.C.G.A. § 32-4-60 et seq., solicited proposals for the Project pursuant to the Request for Proposals, dated July 24, 2019, maintained on file with the Purchasing Department.

WHEREAS, the Contractor submitted a complete and timely proposal, attached hereto as “Exhibit A” and incorporated herein by reference, and met all proposal requirements such that the County awarded RFB2020-2 Right-of-Way Roadside Mowing Project to the Contractor; and

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

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

WHEREAS, based upon Contractor’s proposal, the County has selected Contractor as the successful proponent, and

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

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

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.
NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. **Contract Documents**

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

A. Request for Proposals, (a true and correct copy of which has been provided to Contractor with original maintained on file with the County Purchasing Department);

B. Proposal Documents from Contractor, dated ____________ ____, ______, attached hereto as “Exhibit A”;

C. Scope of Work Documents, attached hereto as “Exhibit B”;

D. Any required Performance Bond and/or Payment Bond, attached hereto collectively as “Exhibits C.1 and C.2”;

E. Non-Collusion Affidavit of Prime Proponent, attached hereto as “Exhibit D”;

F. Final Affidavit, attached hereto as “Exhibit E”;

G. Alien Employment affidavits, attached hereto as “Exhibits F.1 and F.2”;

H. Notice of Award, attached hereto as “Exhibit G”;

I. Barrow County Code of Ethics (codified in the official Code of Barrow County);

J. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. **Project Description**

A. Project. A general description of the Project is as follows: **RFB2020-2 Right-of-Way Roadside Mowing Project**, which is described generally as mowing and clearing of various right-of-way areas along certain predetermined roadways throughout Barrow County (the “Project”).
Section 3. The Work

A. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Contract Documents for the Project referenced above. 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 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 operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

B. Notice to Proceed. The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

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

A. Contract Term. The term of this Agreement (“Term”) shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work in accordance with the agreed schedule. This is a multi-year Agreement and the Work to be performed hereunder shall be completed as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Term (5 mowing cycles)</td>
<td>September 26, 2019 – November 26, 2020</td>
</tr>
<tr>
<td>2021 Term (4 mowing cycles)</td>
<td>April 13, 2021 – November 12, 2021</td>
</tr>
<tr>
<td>2022 Term (4 mowing cycles)</td>
<td>April 13, 2022 – November 12, 2022</td>
</tr>
<tr>
<td>2023 Term (4 mowing cycles)</td>
<td>April 13, 2023 – November 12, 2023</td>
</tr>
<tr>
<td>2024 Term (4 mowing cycles)</td>
<td>April 13, 2024 – November 12, 2024</td>
</tr>
</tbody>
</table>

The Term of this Agreement continues beyond the fiscal year in which this Agreement is executed; therefore, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on June 30 of each year of the Term, and further, that this
Agreement shall automatically renew on July 1 of each subsequent year absent the County’s provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County Five Hundred and 00/100 Dollars ($500.00) for each and every calendar day that expires after a deadline provided in the Contract Documents.

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

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

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

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

A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $_________.00 (the “Maximum Contract Price”), except as outlined in Section 6 below. The Maximum Contract Price is the total for each of the Terms referenced in Section 4(a) above. The Contractor represents that the
Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The annual maximum contract price, broken down by Term, is as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Term (5 mowing cycles)</td>
<td>$ __________</td>
</tr>
<tr>
<td>2021 Term (4 mowing cycles)</td>
<td>$ __________</td>
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<tr>
<td>2022 Term (4 mowing cycles)</td>
<td>$ __________</td>
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<tr>
<td>2023 Term (4 mowing cycles)</td>
<td>$ __________</td>
</tr>
<tr>
<td>2024 Term (4 mowing cycles)</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

B. **Taxes.** The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor’s request, County shall provide evidence of its tax-exempt status.

### Section 6. Change Orders

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

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

C. **Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.

D. **Authority to Execute Change Order.** The County Manager has authority to execute, without further action of the Barrow County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than Twenty Thousand Dollars ($20,000.00), must be approved by resolution of the Barrow County Board of Commissioners.
E. **Minor Changes in the Work.** The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

### Section 7. Covenants of Contractor

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

B. **Meetings.** The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days’ notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

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

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

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

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

E. **Familiarity with the Work.**

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

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

F. Supervision, Inspection and Maintenance Procedures. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over maintenance means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning maintenance means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor’s subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

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

I. **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.

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

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

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

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County’s agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.
M. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County’s elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

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

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

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

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

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

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

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

(iv) **Separate Coverage.** Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
(v) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

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

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

(c) **All Coverages:**

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

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

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

(5) **Acceptability of Insurers:** The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
(6) **Verification of Coverage:** Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor’s insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

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

O. **Bonds.** In accordance with O.C.G.A. § 32-4-69, for road construction/maintenance contracts valued at five thousand dollars ($5,000.00) or more, or in any other instance where the County has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment Bonds on the forms attached hereto as “Exhibits B.1 and B.2” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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

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

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as “Exhibits C.1 and C.2” (affidavits regarding compliance with the
E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71, that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or

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

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

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

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

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

T. Records, Reports and Audits.

(1) Records:

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

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

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

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

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

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

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

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

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

Section 8. Covenants of the County

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

B. County’s Representative. Nat Dukes, Roads & Bridges Director shall be authorized to act on County’s behalf with respect to the Work as the County’s designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Termination

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

B. For Cause. The Contractor shall have no right to terminate this Agreement prior to
completion of the Work, except in the event of County’s failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 10 of this Agreement. The County shall give Contractor at least seven (7) calendar days’ written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.

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

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

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

E. Assumption of Contracts. The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

F. Conversion to Termination for Convenience. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 9(A) above.
G. **Requirements Upon Termination.** Upon termination, the Contractor shall promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise.

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

Section 10. **County’s Rights; Contractor Default**

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

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

(ii) **County’s Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

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

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

Section 12. **Miscellaneous**

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

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

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

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

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

F. Notices.

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

All communications relating to the day-to-day activities of the Work shall be exchanged between Nat Dukes, Roads & Bridges Director for the County and ________________ for the Contractor.

(2) Official Notices.

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

NOTICE TO COUNTY shall be sent to:

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

NOTICE TO CONTRACTOR shall be sent to:

______________________  
______________________  
______________________

G. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict
compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

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

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

J. **No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of County’s elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor’s performance of services under this Agreement shall not subject Contractor’s individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

L. **Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
M. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

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

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

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

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

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

[**SIGNATURES ON FOLLOWING PAGE**]
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”

PROPOSAL DOCUMENTS FROM CONTRACTOR
“EXHIBIT B”

SCOPE OF WORK DOCUMENTS
“EXHIBITS C.1 AND C.2”

PAYMENT AND PERFORMANCE BONDS
"EXHIBIT C.1"

PERFORMANCE BOND

BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT _____________________________

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

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as RFB2020-2 Right-of-Way Roadside Mowing Project (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:      Date:  __________________________

_____________________ (signature)

_____________________ (print)

Title: ________________

Date:_________________

CONTRACTOR’S SURETY:  

________________________________________

By: __________________________ (signature)

_____________ (print)

Title: __________________________ (SEAL)

Attest:      Date:  __________________________

_____________________ (signature)

_____________________ (print)

Title: ________________

Date:_________________

(ATTACH SURETY’S POWER OF ATTORNEY)
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 RFB2020-2 Right-of-Way Roadside
Mowing Project (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.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR:

________________________________________
By: __________________________ (signature)
    __________________________ (printed)
Title: __________________________ (SEAL)
Date: __________________________

Attest:

______________________ (signature)
______________________ (printed)
Title: ________________
Date: ________________

CONTRACTOR’S SURETY:

________________________________________
By: __________________________ (signature)
    __________________________ (printed)
Title: __________________________ (SEAL)
Date: __________________________

Attest:

______________________ (signature)
______________________ (printed)
Title: ________________
Date: ________________

(ATTACH SURETY’S POWER OF ATTORNEY)
“EXHIBIT D”
NONCOLLUSION AFFIDAVIT OF PRIME PROONENT

STATE OF _________________
COUNTY OF _______________

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

(1) He is __________________________ (Owner, Partner, Officer, Representative, or Agent) of
_________________________ (the “Proponent” ) that has submitted the attached Proposal;

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

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

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

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

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

_______________________________________
Signature of Authorized Officer or Agent

_______________________________________
Printed Name and Title of Authorized Officer or
Agent

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

_______________________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
STATE OF __________________
COUNTY OF ________________

TO BARROW COUNTY, GEORGIA

I, _______________________________, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by ______________________ or any of its subcontractors in connection with RFB2020-2 Right-of-Way Roadside Mowing Project (hereinafter referred to as “the PROJECT”) for Barrow County, Georgia have been paid and satisfied in full as of ______________, 20_____, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

______________________________
Signature

______________________________
Title

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

______________________________
Notary Public

[NOTARY SEAL]

My Commission Expires
“EXHIBIT F.1”

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

RFB2020-2 Right-of-Way Roadside Mowing

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 F.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF ________________
COUNTY OF ________________

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

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

Federal Work Authorization User Identification Number

_________________________________
Date of Authorization

_________________________________
Name of Subcontractor

RFB2020-2 Right-of-Way Roadside Mowing

Name of Project

Barrow County, Georgia

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT G”

NOTICE OF AWARD
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

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

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

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

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

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


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

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

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

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

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

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

COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

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

Section Two. Definitions.

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

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

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

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

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

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

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

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

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

(1) His or her family;

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

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

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

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

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

Any person in County service shall;

Section One.

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

Section Two.

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

Section Three.

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

Section Four.

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

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

Section Six

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

Section Seven.

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

Section Eight.

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

Section Nine.

Expose corruption wherever discovered.

Section Ten.

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

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

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

All County Officials and Department Directors shall:
Section One.

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

Section Two.

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

Section Three.

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

Section Four.

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

Section Five.

Expose corruption wherever discovered.

Section Six.

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

Section Seven.

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

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

Section Nine.

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

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

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

Section One. Compliance with Applicable Law.

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

Section Two. Conflict of Interest Transactions.

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

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

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

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

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

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

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

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

Section Four.  Zoning Application Disclosures.

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

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

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

Section Six.  Withholding of Information.

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

Section Seven.  Incompatible Service.

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

Section Eight. Unauthorized Use of Public Property.

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

Section Nine. Political Recrimination and Activity.

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

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

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

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

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

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

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

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

Section Twelve. Solicitation or Acceptance of Gifts.

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

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

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

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

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

(5) Awards presented in recognition of public service.

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

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

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

(9) Honorariums or awards for professional achievement.

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

Section Thirteen. Disclosure of Interest.

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

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

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

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

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

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

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

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

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

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

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

Section Two. Appointment Procedures.

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

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

Section Three. Qualifications of Members of Board of Ethics.

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

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

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

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

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

Section Four. Terms; Vacancies.

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

**Section Five. **  **Removal of Member.**

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

**Section Six. **  **Organization and Internal Operating Regulations.**

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

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

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

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

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

Section Seven. Duties and Powers.

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

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

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

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

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

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

Section Eight. **Staffing and Expenses.**

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

Section Nine. **Counsel.**

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

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

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

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

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

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

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

(4) "Nonpartisan Election" means:

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

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

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

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

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

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

(1) Register and vote in any election;

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

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

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

(5) Sign a political petition as an individual;

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

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

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

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

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

(C) Prohibited Activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Initiate or circulate a partisan nominating position.

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

Section Twelve.  Limitation of Liability.

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

Section Thirteen.  Advisory Opinion.

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

Section Fourteen.  Complaints.

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