MEMORANDUM

To: Parties Interested in RFQP2018-25

From: Cindy Clack

Date: March 14, 2018


RFQP2018-25 is attached for your consideration. Anyone accessing this Request for Qualification Based 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 RFQP. If you have any questions, please submit them in writing as called for in the RFQP.

Thank you.
REQUEST FOR QUALIFICATION-BASED PROPOSALS
RFQP2018-25

Victor Lord Park Expansion - Architectural/Engineering Services

BARROW COUNTY, GEORGIA
March 14, 2018

DATE OF OPENING: MARCH 29, 2018
REQUEST FOR QUALIFICATION-BASED PROPOSALS
RFQP2018-25
VICTOR LORD PARK EXPANSION – ARCHITECTURAL/ENGINEERING SERVICES
BARROW COUNTY, GEORGIA

Date: March 14, 2018

SECTION I – GENERAL REQUIREMENTS

PURPOSE:
The purposes of this Request are: 1) to provide interested professional firms ("Consultant") with sufficient information to enable them to submit a uniform responsive qualification-based proposal ("Proposal") for the County’s review; 2) to set forth a systematic method of evaluation that will be fair and impartial to all interested Consultants; and 3) to generate uniform Proposals for evaluation by the County. This RFQP is complex and requires your immediate and careful attention.

GENERAL:
Barrow County, Georgia ("Barrow County") is in the process of securing competitive sealed qualification-based Proposals to provide Architectural/Engineering and other related services for the expansion of the Victor Lord Park. In brief, Barrow County, GA is requesting that qualified consultants provide the services that will facilitate the creation of Football Fields, Practice Fields, Tennis Center, Trail System, Paving & Hardscapes, Parking Lots, Roadway Infrastructure, Utility Systems, Storm-water Detention/Water Quality Systems and others necessary to improve Victor Lord Park. Said services shall include, but are not limited to, those necessary to achieve the stated objectives in the attached Scope of Services.

It is intended that Barrow County will enter into a Professional Services Agreement, on the form provided by the County, with a qualified Consultant for a period to end June 30, 2020. Extensions will be predicated on satisfactory performance and funds availability.

Regular and Uniform Proposal: Each Consultant must comply with all requirements for a regular Proposal as directed or required by this Request. Notice is hereby given to all proposing Consultants that Proposals found to be defective or irregular in any respect may be rejected immediately. To facilitate comparative analysis and evaluation of Proposals, a uniform format shall be employed in structuring each Proposal. The required format will coincide with specifications given later in this request. The Consultant’s degree of compliance with the requirements of this request will be a factor in the subsequent evaluation and award of the Professional Services Agreement for the designated services. All instructions contained herein, and attachments hereto shall constitute an integral part of this RFQP.

INQUIRIES: Proposing Consultants, 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 RFQP, Proposal evaluation, or selection process from the time the RFQP is issued until the time a notification of intent to award is announced. Questions relating to this RFQP must be submitted in writing to: Cindy Clack, Senior Buyer (email:
The deadline for submission of questions relating to this RFQP shall be 12:00 (Noon EST), Thursday, March 22, 2018. All questions submitted in writing prior to the deadline will be compiled, answered in writing, and posted to the website as an addendum.

**SEALED PROPOSAL:** An original and four copies of the Proposal must be submitted in a sealed envelope/package, addressed to Barrow County. Each sealed envelope/package containing a Proposal must be plainly marked on the outside as “RFQP2018-25 Victor Lord Park Expansion – Architectural/Engineering Services”. If the Proposal is forwarded by mail, the sealed envelope/package containing the Proposal must be enclosed in another envelope/package to the attention of Barrow County at the address below and also marked on the outside as “RFQP2018-25 Victor Lord Park Expansion – Architectural/Engineering Services”. Barrow County will not be responsible for late mail deliveries, and no Proposal will be accepted if received after the time as stipulated by this RFQP. No Proposal may be withdrawn or modified in any way after the deadline for the RFQP opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.**

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

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

1. Issue Request for Proposal ---------------------------March 14, 2018
2. Deadline for Questions --------------------------------March 22, 2018 (12:00 Noon EST.)
3. Proposal Due Date ----------------------------------- March 29, 2018 (12:00 Noon EST.)
4. Proposal Opening -----------------------------------March 29, 2018 (2:00 PM EST.)
5. Selection Recommendation to BOC ------------------April 24, 2018
6. Award of Agreement If Approved------------------April 25, 2018

Sealed Proposals will be accepted no later than 12:00 p.m. (Noon EST.) Thursday, March 29, 2018. Any Proposal received after said time and date will not be considered by Barrow County. Proposals will be opened in the Historic Courthouse Conference Room at 30 North Broad Street at 2:00 p.m. EST., **March 29, 2018**. Proposals will be reviewed, and a recommendation will be presented to the Barrow County Board of Commissioners. Execution of the Professional Services Agreement is anticipated by mid May 2018.

**REJECTION OF SUBMISSIONS:** 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 informalities or technicalities relative to any or all Proposals. Where two or more Firms are deemed equal, the County reserves the right to make the award to one of the Firms. At the County’s discretion, presentations may be requested as part of the evaluation process. Barrow County reserves the right to retain all Proposals submitted, and to use any idea in any Proposal regardless of whether that Proposal is selected.

There is no expressed or implied obligation for Barrow County to reimburse any Firm for any expense incurred in preparing or presenting a Proposal in response to this RFQP.
LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS: Submissions received after the SUBMISSION DUE DATE and time will not be considered. Modifications received after the SUBMISSION DUE DATE will not be considered. Barrow County shall bear no responsibility for the premature opening of a Submission Package not properly addressed and identified, and/or delivered to the proper designation.

RIGHT TO SUBMITTED MATERIALS: All responses, inquiries, or correspondence relating or about this schedule, exhibit, and other documentation by the proposing Consultant shall be properly identified with their Firm name and will become the property of Barrow County upon receipt by the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the proposing Firm selected will not assign, transfer, convey, or otherwise dispose of a Professional Services Agreement 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.

PROFESSIONAL SERVICES AGREEMENT (Agreement): All submitting consultants are required to execute the Professional Services Agreement (Refer to Attachment D of this RFQP) therefore indicating their willingness to comply with all terms of the Professional Services Agreement and to submit the executed Professional Services Agreement as a part of their proposal.

Upon award of the Project to the winning consultant, the County will execute the Professional Services Agreement. Please be advised that the consultant’s execution of the Professional Services 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 the County executes the Professional Services Agreement.

Professional Services Agreement - Exhibit “D” must be executed and submitted with the Professional Services Agreement and your proposal (Please leave date and amount of Agreement blank). Exhibits “E” and “F” will be executed after the project is awarded.

SECTION II – PROPOSAL REQUIREMENTS

Submissions shall not exceed Fifty (50) typed pages. Font shall be no less than 10-point and you may utilize double sided. 11” x 17” sheets are allowed but count as 2 typed pages. All Submissions shall include the information indicated below and in the following order with individual Tabs for each section and sub section. An Executed Agreement, (Refer to Attachment D) will be required as part of your Submission. It does not count toward your page limit. All Submissions received will become a part of the official Professional Services Agreement and may be subject to disclosure.

Barrow County is a governmental entity that is subject to the Georgia Open Records Act ("ORA"). After award, documents submitted to Barrow County in the proposal process are presumed to be subject to the ORA; however, documents that a consultant contends contains specific trade secrets may be marked as trade secrets. A consultant is required to submit and attach to the specific trade secret record an affidavit affirmatively declaring the specific information in the records that constitutes a trade secret, as defined by Georgia law. If the consultant attaches such an affidavit and if inspection or copies are requested under the ORA, Barrow County will contact consultant to advise that said documents have been requested and will be produced if Barrow County determines they do not constitute trade secrets. Consultant shall have the amount of time stated in the notice to seek legal remedy preventing the disclosure of the documents. If Barrow County has not received a valid judicial order or decree preventing the disclosure of the documents, they will be disclosed in accordance with the time requirements contained in the ORA.
A. QUALIFICATIONS SECTION:

All Submissions should include the information outlined below in the following order and separated by tabs:

1. A. Cover Letter & Statement of Interest - Briefly, tell why your firm or team is interested in the Victor Lord Park Expansion project. This information shall include the following:
   - Number of projects the design firm or team does per year with a minimum fee of $275,000 and the percentage this number represents as part of the overall number of design projects undertaken in a year. (E.g. ABC Design firm undertakes an average of 7 projects per year with a minimum fee of $275k. This number represents 40% of the number of projects our firm undertakes in an average year).
   - Explain experience in working with another County’s review and submittal process.
   - Explain experience working with Municipalities, Counties, and State Agencies such as GA DNR.
   - Explain experience delivering projects on time, within budget, and with high quality of standards.
   - Provide design creativity, awards, or acknowledgements.
   - Provide examples indicating your ability to be flexible and fluid when it comes to changes in your design or processes.

B. Acknowledgement of Addenda: Include completed Acknowledgement of Addenda form, from Attachment “B” of this RFP.

2. Firm Description and Information
   - Basic company information
   - Company name
   - Address & Zip code
   - E-mail address & Name of primary contact
   - Telephone number
   - Fax number
   - Number of years in business
   - DUNN and BRADSTREET Number if applicable
   - Form of Ownership, including state of residency or incorporation for each member of the Team, joint venture, or other structure? For joint venture teams that have not completed at least Two (2) relevant projects together, of similar nature, scope, schedule, and size as indicated in this RFP, each firm should describe its qualifications separately but hold the unified submittal to the set page limit. Succinctly describe the history and growth of each the firm or team.

3. Firm Financial Information (we do not require a full Financial Company Statement)
   Letter from Financial Institution indicating financial strength of the prime firm or member of the team to include as minimum financial ratios such as:

   1) Utilization Rate - Defined as the ratio of direct labor costs to total labor costs.
2) **Overhead Rate** – To calculate your overhead rate, divide all overhead costs—marketing and selling, general and administrative, indirect labor, payroll expenses, and any other expenditures that are not reimbursed or chargeable directly to a specific job—by direct labor costs. The proper calculation and monitoring of the overhead rate is vital both to determine the hourly rate to charge and as the basis of flat fee calculations.

3) **Average Collection Period** - The rate at which a company converts billings to cash—its average collection period (ACP)—is calculated by dividing accounts receivable by the average gross revenue per day generated by the firm. This gives the average number of days it takes a firm to collect on its invoices.

4. **Firm Current Legal Status**
   - Regarding litigation with Clients’, sub-consultants, and vendors:
   - List any active or pending litigation any member of the firm or team has against any Client, sub-consultants and vendors and explain.
   - Other than that, just listed, has any member of the proposed firm or team been involved in any relevant litigation in the past five years? Explain.
   - Has any member of the proposed firm or team ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.

5. **Firm’s Relevant Project Experience and Reference Projects**
   
   Relevant project experience includes similar type and delivery method relevant to the types of projects to be constructed. Of special interest will be firm’s experience with Park & Recreational facilities.

   Describe no fewer than Two (2) and no more than Five (5) projects in order of most relevant to least relevant that demonstrate the firm’s or team’s capabilities to perform the Project at hand. For each project, the following information should be provided:
   - The name of the organization to which the services were provided;
   - Project name
   - Project location
   - Dates during which services were performed
   - Physical description (e.g., project elements, etc.)
   - Brief description of project
   - Services performed
   - **Statement of performance versus Client expectations, including concept, cost, quality, and schedule**
     - One (1) representative photo of the project
     - Client Budget________ versus Delivered Cost________
     - Client Schedule______ versus Delivered Schedule_______

6. **Firm References**
   
   For at least Two (2) of the maximum Five (5) projects listed in item #5 above, provide the following. Reference forms are to be completed by the client or person providing the reference.
   - Provide minimum of Two (2) Reference Survey Forms (See Attachment “C”) for references from Clients’ for whom the team has provided design professional services of a nature and quality like those described herein.
- Provide the written statement from each Client as to whether the project finished on time and on budget or if not why.

7. Team / Personnel Capability
- Provide general information about the firm’s or team’s personnel resources, including classifications and numbers of employees and the locations and staffing of offices.
- Provide an organizational chart of key personnel proposed for the Victor Lord Park Expansion in the areas of architecture, engineering, cost estimating, and any other areas necessary to complete the project.
- Provide summary resumes / qualifications and description of experience of key personnel proposed for the project.

Barrow County seeks a firm or team with experience on significant Parks & Recreational projects indicating it has successful completion of projects with difficult time constraints, and staff with necessary experience. **National reputation is not a major concern, but successful experience and delivery is.**

B. PROPOSAL SECTION:
All Submissions should include the information outlined below in the following order and separated by tabs:

1. Understanding of the Project – Provide a statement of the firm’s or team’s understanding of the Project type. Submit a list of services to be provided by the firm or team that will address the completion of the project. At a minimum, the following should be included:
   - Review and affirmation of existing Conceptual Design
   - Design Phase & Pre-Construction approach
   - Schedule approach to completing this project within time constraints.
   - Cost management approach to developing, verifying, modifying, and submitting costs in a phased manner to the Client for consideration that will ensure the completed project will be within cost constraints and meeting their Design Standards.
   - Quality management approach to verifying and assuring quality materials are selected, procured, and installed with acceptable construction industry standards during Construction Phase.

2. Additional Services Required – Based upon the firm’s or team’s understanding of the proposed scope of work, identify any additional services that might be required to complete the project that have not been previously covered elsewhere in the respondent’s qualifications submittal package. Describe how and when you would determine if these services are required, how you would notify the Client and who would be responsible for the fees for these services.

3. Computer Capabilities - Describe your firm’s or teams in-house capabilities in the following areas:
   - Design Platform to be utilized
   - Internet based collaboration tools for design (name, version of software used).
- Electronic transmittal of drawings, documents and general construction communication. This should include software for Contract and document management, document file transfer protocol and or repository, etc. (name, version of software used – e.g. Newforma).
- Regular Business Software such as Spreadsheet, Word Processing, Presentation, and communications.
- Project Budgeting / Cost Estimating / Reporting in electronic format (name, version of software used).

4. **Current Project Assignments** - Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being designed and/or managed by the proposed Key Staff for these projects. Indicate the availability of personnel as a percentage of their available time per each person.

5. **Statement of Why the Proposing Firm or Team Should Be Selected**
   This section provides each firm or team the opportunity to provide specific information that differentiates them from other consultants. **This differentiation MUST be something stated that has not been previously stated in the RFQP elsewhere.** This statement is limited to one page.

C. **ESTIMATED FEES:**
   It is the intent of Barrow County to utilize a Hard-Bid Construction delivery method. The Design Services provider will review existing Conceptual documents, provide Topographical / Utility Survey, Geo-Technical Analysis, develop Schematic Design, Design Development, and Construction Documents, submit and achieve AHJ permit approvals, and provide Contract Administration services during Construction and Post Construction phases. *(Refer to Attachment “E”)*

**FIRM PRICE:** Fees quoted by vendor shall be firm for the duration of the project and shall not include Federal or State Tax. 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.
SECTION III – EVALUATION AND SELECTION PROCESS

1. Selection Committee
   The selection will be by a Selection Committee comprised of representatives of Barrow County and their Consultant.

2. Initial Written Submittal
   The Selection Committee will receive and review submittals to determine compliance with the format set out on Section II of this RFP. Review of Submissions by Selection Committee members will be evaluated against a set of weighted criteria (See table below) to determine those firms or teams meeting minimal qualifications and those who’s proposed approach best suits the needs of Barrow County’s Victor Lord Park Expansion.
   The Selection Committee will review the Qualifications & Proposal sections of the submittals. Once this review is completed, each Submission will be scored and ranked.
   No more than the top three highest ranked firms will become short-listed and then asked to present to the Selection Committee in a technical presentation with a questions and answer period. This presentation will include forty-five (45) minutes for presenting and fifteen (15) minutes for questions and answers.

TABLE - Evaluation of Weighted Criteria
The Selection Committee will evaluate the Submissions of each firm or team based upon the criteria listed in the table below. Barrow County has judged each major category of criteria to be worth the point value given, as a maximum, in establishing committee rankings of submittals.

The Selection Committee will review each Submission and apply a value of zero (0) to ten (10) points, zero being the lowest and 10 being the highest, to each section of the submission that is to receive points. This value will then be calculated with its corresponding weighted value to produce a final point for that item. The collective set of item points total will reveal the overall score the submission is to receive.

<table>
<thead>
<tr>
<th>No.</th>
<th>QUALIFICATIONS Major Category</th>
<th>Max Points</th>
<th>Wt.</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Letter &amp; Statement of Interest <em>(point value=25)</em></td>
<td>10</td>
<td>2.5</td>
<td>Introduction of firm or team. Team background if not single firm; clarity in expressing interest, specific and compelling reasons why program is a good fit for the firm/team</td>
</tr>
<tr>
<td>2</td>
<td>Firm/Team Description and Information <em>(point value=10)</em></td>
<td>10</td>
<td>1.0</td>
<td>Basic company information; Form of Ownership; history and growth of your firm(s).</td>
</tr>
<tr>
<td>3</td>
<td>Firm/Team Financial Information <em>(point value=15)</em></td>
<td>10</td>
<td>1.5</td>
<td>See Section II - Item Number 3 in this RFP</td>
</tr>
<tr>
<td>4</td>
<td>Firm/Team Current Legal Status <em>(point value=20)</em></td>
<td>10</td>
<td>2.0</td>
<td>Firm’s/Team’s litigation record</td>
</tr>
<tr>
<td>No.</td>
<td>QUALIFICATIONS Major Category</td>
<td>Max Points</td>
<td>Wt.</td>
<td>Criteria</td>
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</tbody>
</table>
| 5   | Firm’s/Team’s Relevant Project Experience and Reference Projects *(point value=30)*           | 10         | 3.0 | Firm/Team’s experience with projects using Hard-Bid construction delivery method  
Firm/Team’s experience with P&R projects.  
Firm/Team’s experience with large-scale projects on virgin sites  
Firm/Team’s experience with construction, and post construction services |
| 6   | Firm/team References *(point value=25)*                                                        | 10         | 2.5 | Quality of references from previous clients; Professional recognition of the firm/team through general acclaim, awards, publications, etc.; Record of designing projects on time and at budget |
| 7   | Firm’s Team / Personnel Capability *(point value=30)*                                         | 10         | 3.0 | Depth of resources with experience and ability, qualified and available for Project Manager, Project Architect, Civil Engineer roles; Depth of resources with experience and ability, qualified and available for Mechanical, Electrical, Plumbing, Fire Protection, and Low Voltage Engineer roles; Specific personnel experience with Parks & Recreational facilities; Qualifications and experience of proposed Key Consultants & sub-consultants |
| 1   | PROPOSALS Understanding of the Project *(point value=30)*                                    | 10         | 3.0 | Firm/Team’s demonstrated ability to present design phase info, deliverables, and resources needed to complete each project; Firm/Team’s demonstrated ability to communicate potential issues that may have an impact on the technical, administrative, and design-construction tasks; Firm/Team’s demonstrated ability to present their capabilities, through previous experience, that shows how the firm can solve complex project issues creatively |
| 2   | Additional Services Required *(point value=5)*                                                 | 10         | .5  | Identify any additional services that might be required to complete the projects.                                                                                                                        |
| 3   | Computer Capabilities *(point value=10)*                                                       | 10         | 1.0 | • Electronic Design Systems to be deployed  
• File Transfer Protocol (FTP), Submittal processes  
• Regular Business Software such as Spreadsheet, Word Processing, Presentation, and communications  
• Project Cost Estimating / Reporting and Management |
| 4   | Current Project Assignments *(point value=15)*                                                | 10         | 1.5 | Availability of the proposed firm/team for this Program and Firm/Team’s office workload covering the expected period of work |
| 5   | Statement of Why Firm Should Be Selected *(point value=20)*                                  | 10         | 2.0 | Provide specific information that differentiates firm/team others in the competition |
| 6   | Responsiveness of Submittal *(point value=5)*                                                 | 10         | .5  | Extent to which the instructions in the RFP were followed |

TOTAL AVAILABLE POINTS: 240
SECTION IV – PROFESSIONAL SERVICES AGREEMENT REQUIREMENTS

This section describes Barrow County’s expectations for the selected firm or team. The final terms and conditions of the Professional Services Agreement supersede the information provided here. The information below is intended to provide base requirements for Consultants. It is not the intent of Barrow County to limit opportunities to reduce cost or expedite the schedule.

A. FORM OF PROFESSIONAL SERVICES AGREEMENT
   - Barrow County intends to enter into a Professional Services Agreement with the Selected Consultant. If the selected consultant is a single entity, Barrow County will contract with that entity. If the selected Consultant is a team, Barrow County will contract with the firm, who shall be contractually obligated. The members of a team may contract between themselves as prime/sub-contractors, joint ventures’, etc. conditions of the Professional Services Agreement shall be communicated via RFQP or via Addendum. The Professional Services Agreement is NOT subject to negotiation.
   - It is the intent of Barrow County to utilize a Lump Sum price for said services.
   - It is the intent of Barrow County to execute the Professional Services Agreement allowing the firm to complete the Design phase in packages for expediency of construction.
   - Once a Design Phase Package is completed and Construction Documents for permit have been submitted for approval, Barrow County will Hard-Bid the project for General Construction services.
   - Refer to Attachment “D” for Professional Services Agreement

B. TERMS OF PAYMENT AND COST CONTROL
   The Firm will be required to provide a progress invoice monthly based upon a prior agreed schedule of values tied to specific tasks and scope of services and a delivery schedule.

C. INSURANCE
   - Refer to Attachment D – Professional Services Agreement – Pages 6 – 10 for specific coverage requirements
SECTION V - ATTACHMENTS

A. GENERAL SCOPE OF WORK
B. Acknowledgement of Addendum Form (required submittal)
C. Reference Survey Form (required submittal)
D. PROFESSIONAL SERVICES AGREEMENT (completely executed)
   and it’s Exhibit D (required submittal)
E. A/E FEES (required submittal)
F. PROJECT SCHEDULE
G. ETHICS ORDINANCE
ATTACHMENT A
General Scope of Work
RFQP2018-25
Victor Lord Park Expansion Architectural/Engineering Services

[For Written Scope of work - Refer to Attachment D – Professional Services Agreement – Exhibit C]

Attachment A Program Elements inserted here
ATTACHMENT A - PROGRAM ELEMENTS
VICTOR LORD PARK EXPANSION – CONCEPTUAL DESIGN PLAN

- Splash Pad
  - Site Grading / Infrastructure
  - Splash Equipment – Performance Specification / Design Builder
  - Concession / Restroom Building / Party Room
  - Lighting

- Maintenance Shed – 30’ x 70’

- Tennis Center
  - 8 Each Courts
  - Pro Shop / Restroom – 40’ x 60’
  - Access Road / Parking
  - Court Lighting
  - Central Court Concrete Seating Wall (50 Persons)

- Baseball Field Parking
  - 100 + Parking Spaces
  - Sidewalk & Stairs down to existing fields

- Entire Park Hardscapes / Sidewalks

- Site Appropriate Landscape and Minimal Graywater Irrigation Systems for Ornamental Landscaping

- Practice Fields – 2 Each – 230’ x 400’
  - Synthetic Turf – Performance Specification / Design Builder
  - Unisex Restroom / Storage Building – 2 Each - 16’ x 20”
  - Field Lighting
  - Field Netting

- Multi-use Stadium Field – 1 Each
  - 230’ x 400’ with
    - Concrete Pad with Metal Bleachers
    - Synthetic Turf
    - Restroom / Press Box Building
    - Field Lighting
    - Field Netting

- Dog Park
  - Fencing
  - Water Fountains

- 1 Mile 8’ Wide Asphalt Trail
  - Workout Stations (10 Each)
  - Trail Milepost

- New Access Road off of Firetower Road with Deceleration Lanes

- Central Parking

- Playground
  - Site Grading / Infrastructure
  - Splash Equipment – Performance Specification / Design Builder
ATTACHMENT A - PROGRAM ELEMENTS
HIGH SCHOOL’S FOOTBALL FIELDS

Winder-Barrow High School
Football Field conversion to Synthetic Turf Replacement
Develop Performance Specifications for Design/Build Contractor only

Apalachee High School
Football Field conversion to Synthetic Turf Replacement
Develop Performance Specifications for Design/Build Contractor only
ATTACHMENT B
Acknowledgement of Addendum Form
RFQP2018-25
Victor Lord Park Expansion - Architectural/Engineering Services

The Consultant has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum _____ Date___________ Acknowledgement _________________

Addendum _____ Date___________ Acknowledgement _________________

Addendum _____ Date___________ Acknowledgement _________________

Addendum _____ Date___________ Acknowledgement _________________

Consultants must acknowledge any issued addenda. Submittals which fail to acknowledge the consultant’s receipt of any addendum will result in the rejection of the submittal if the addendum contained information which substantively changes Barrow County’s requirements.
ATTACHMENT C
Reference Survey Form
RFQP2018-25
Victor Lord Park Expansion - Architectural/Engineering Services

Consultant:__________________________________________________________________________
Project Name:__________________________________________________________________________
Project Completion Date: ____________
Consultant’s scope included: ________ Design
________ Construction Administration

Please rate the Consultant’s performance from 1-5 on the following issues by circling the appropriate number where 1 indicates that you least agree with the statement and 5 indicates that you most agree with the statement.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Disagree</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed work on time:</td>
<td>A/E Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Completed work within budget:</td>
<td>A/E Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Provided timely and accurate information:</td>
<td>A/E Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Worked well with client staff:</td>
<td>A/E Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Community interaction / forums:</td>
<td>A/E Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Oversaw design Intent during construction:</td>
<td>Contract Administration Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Would use firm again:</td>
<td>A/E Services</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Completed by: ____________________________
Name: ______________________________________
Entity: ______________________________________
Address: ______________________________________
__________________________________________________________________________
Telephone: ______________________________________
Fax: ______________________________________

Signature: ____________________________ Date: ____________________________

Thank you for your assistance.
ATTACHMENT D

PROFESSIONAL SERVICES AGREEMENT

RFQP2018-25

Victor Lord Park Expansion - Architectural/Engineering Services

All submitting consultants are required to execute the Professional Services Agreement therefore indicating their willingness to comply with all terms of the Professional Services Agreement and to submit the executed Professional Services Agreement as a part of their proposal.

Upon award of the Project to the winning consultant, the County will execute the Professional Services Agreement. Please be advised that the consultant’s execution of the Professional Services 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 the County executes the Professional Services Agreement.

Professional Services Agreement - Exhibit “D” must be executed and submitted with the Professional Services Agreement and your proposal (Please leave date and amount of Agreement blank). Exhibits “E” and “F” will be executed after the project is awarded.
ATTACHMENT E
A/E FEES
RFQP2018-25
Victor Lord Park Expansion - Architectural/Engineering Services

It is the intent of Barrow County to utilize a Hard-Bid Construction delivery method. The Design Services provider will review existing Conceptual documents, provide Geo-Technical Analysis, develop Schematic Design, Design Development, and Construction Documents, submit and achieve AHJ permit approvals, and provide Contract Administration services during Construction and Post Construction phases.

**FIRM PRICE:** Fees quoted by vendor shall be firm for the duration of the project and shall not include Federal or State Tax. 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.

**ESTIMATED CONSTRUCTION BUDGET:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Construction</td>
<td>$5,700,000.00</td>
</tr>
<tr>
<td>Design Contingency</td>
<td>$ 700,000.00</td>
</tr>
<tr>
<td><strong>Victor Lord Park Sub-Total:</strong></td>
<td><strong>$6,400,000.00</strong></td>
</tr>
<tr>
<td>Apalachee and Winder Barrow HS’s Field Conversions to Synthetic Turf (Performance Specifications Development only)</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td><strong>TOTAL Project Budget:</strong></td>
<td><strong>$7,400,000.00</strong></td>
</tr>
</tbody>
</table>

1. Victor Lord Park Expansion

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geotechnical Boring/Analysis Fees</td>
<td>$_____________________</td>
</tr>
<tr>
<td>Topographical Survey/Utility Locate Fees</td>
<td>$_____________________</td>
</tr>
<tr>
<td>Design Fees</td>
<td>$_____________________</td>
</tr>
<tr>
<td>Design Fees (Synthetic turf specification development for 2 High School fields)</td>
<td>$_____________________</td>
</tr>
<tr>
<td>Contract Administration Fees</td>
<td>$_____________________</td>
</tr>
<tr>
<td>Reimbursable Fees</td>
<td>$_____________________</td>
</tr>
<tr>
<td><strong>Overall Total Lump Sum Fee</strong></td>
<td>$_____________________</td>
</tr>
</tbody>
</table>

**Name of Proposer:** _________________________________________________

**HOURLY FEE SCHEDULE:** In addition, provide a Fee Schedule for each Employee Category and their Hourly Charge Rate.

**NOTE:** This Form is to be placed in a sealed envelope and attached to the original proposal only. Write on the envelope “RFQP2018-25 Victor Lord Park Expansion – Architectural/Engineering Services” and name of your Firm.
PROJECT SCHEDULE
RFQP2018-25
Victor Lord Park Expansion - Architectural/Engineering Services

PROCESS:

- **Award/Professional Services Agreement Execution (April 24th – May 11th, 2018)**

- **Pre-Design Phase (May 11th – May 25th, 2018)**
  - Conduct Topographic/Utility Surveying / Initial Geo Technical Services
  - Present analysis of Conceptual Design, Program, and Budget to Barrow County

- **Schematic Design Phase (May 29th – June 15th, 2018)**
  - Present Schematic Design and Budget update to Barrow County

- **Design Development Phase (June 16th – July 20th, 2018)**
  - Present Design Development Design and Budget update to Barrow County

- **Construction Document Phase (July 23rd – August 31st, 2018)**
  - Submit and Achieve Necessary Permits
  - Present 50% Construction Documents and Budget to Barrow County
  - Present 80% Construction Documents and Budget to Barrow County
  - Prepare Construction Bid Package

- **Construction Bid and Award Phase (September 5th – October 24, 2018)**
  - Advertise for Bids; September 5th – October 9th, 2018
  - Receive Bids; October 9th, 2018
  - Analysis Bids prepare for Board Actions; October 10th – 16th, 2018
  - Present Bids and Recommendation to Board; October 23rd, 2018
  - Award Construction Services Agreement; October 24th, 2018

- **Construction Phase (November 2018 – February 2020 – 14th Months)**
  - The two High School Football Stadium Synthetic Turf projects will be phased in during an agreed upon time with the Barrow County School Board

**NOTE:**
For purposes of this RFQP no suggested modifications to this schedule will be accepted. Short-listed Firms will be afforded the opportunity to present their proposed schedule.
VICTOR LORD PARK EXPANSION – ARCHITECTURAL/ENGINEERING SERVICES
PROFESSIONAL SERVICES AGREEMENT

THIS 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 (hereinafter referred to as the “County”), and __________________________________________, a ________________ (hereinafter referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, County desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

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

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

WHEREAS, Consultant 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, Consultant has familiarized itself with the nature and extent of the Agreement, 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.

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 do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

   Exhibit “A” – County Solicitation Documents – RFQP 2018-25
   Exhibit “B” – Consultant Response/Proposal
   Exhibit “C” – Scope of Work
B. **Project Description.** The “Project” at issue in this Agreement is generally described as: Architectural/Engineering and other related services for the expansion of Victor Lord Park per specifications included in RFQP 2018-25.

C. **The Work.** The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in Exhibit “C”, attached hereto and incorporated herein by reference. Unless otherwise stated in Exhibit “C”, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. **Schedule, Completion Date, and Term of Agreement.** Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before June 30, 2020. (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of County on December 31 each calendar year of the Term [☐ unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of County at the end of County’s fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [☐ unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] absent County’s provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year [or fiscal year, as applicable]. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by County.

II. **WORK CHANGES**

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

B. **Right to Order Changes.** 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 Consultant and
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 County in its sole discretion, County shall have the right to determine reasonable terms, and Consultant shall proceed with the changed work.

B. **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 County and Consultant.

C. **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 III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than twenty-five thousand dollars ($25,000.00), must be approved by resolution of the Barrow County Board of Commissioners.

### III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** County agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by County that the Work was actually performed, and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon County’s receipt and approval of invoices, setting forth in detail the services performed, and costs incurred, along with all supporting documents requested by County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to County before charges are incurred and shall be handled through Change Orders as described in Section II above. County shall pay Consultant within thirty (30) days after approval of the invoice by County staff.

B. **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 $________________________(the “Maximum Contract Price”), except as outlined in Section II(C) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon Attachment E in RFQP 2018-25.
IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant; Licenses, Certification and Permits. Consultant accepts the relationship of trust and confidence established between it and County, recognizing that 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 Consultant under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant 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. Further, Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia’s Open Records Act (O.C.G.A. § 50-18-71, et seq.). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to County. This provision shall survive termination of this Agreement.

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

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

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

E. Consultant’s Representative. ______________________ shall be authorized
to act on Consultant’s behalf with respect to the Work as Consultant’s designated representative,
provided that this designation shall not relieve either Party of any written notice requirements
set forth elsewhere in this Agreement.

F. Assignment of Agreement. Consultant 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 County. As to any approved subcontractors, Consultant shall be solely
responsible for reimbursing them, and County shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of County. Consultant
covenants and agrees to take and assume all responsibility for the Work rendered in connection
with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting
to it and/or County on account of the performance or character of the Work rendered pursuant
to this Agreement. Consultant shall defend, indemnify and hold harmless County and 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 Consultant, any subcontractor, anyone
directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or
omissions Consultant or subcontractor may be liable, regardless of whether or not the act or
omission is caused in part by a party indemnified hereunder; provided that this indemnity
obligation shall only apply to the extent Liabilities are caused by or result from the negligence,
recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or
utilized by the Consultant in the performance of this Agreement. This indemnity 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 Consultant, its
subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone
for whose acts Consultant 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 Consultant 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.
H. Independent Contractor. Consultant 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 County. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of County for any purpose. Consultant 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 consultants, 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. Consultant 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 County by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform the Work related to this Agreement.

In as much as County and Consultant 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. Consultant agrees not to represent itself as County’s agent for any purpose to any party or to allow any employee of Consultant 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. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of County without the express knowledge and prior written consent of County.

I. Insurance.

(1) Requirements: Consultant 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 Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by 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: Consultant shall maintain the following insurance policies with coverage and limits no less than:

(a) Commercial General Liability coverage of at least $2,000,000 (two
million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

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

(c) Valuable Papers Coverage in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work covered by this Agreement.

(d) Professional Liability of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant’s errors, omissions, or negligent acts.

(e) Workers’ Compensation limits as required by the State of Georgia and Employers’ Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia’s Workers’ Compensation Act, Consultant 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, Consultant 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 Consultant 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 Consultant.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County in writing so that County may ensure the financial solvency of Consultant; 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 (if applicable) Umbrella Liability Coverage.**

(i) **Additional Insured Requirement.** 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 Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. 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 Consultant to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) **Primary Insurance Requirement.** Consultant’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 Consultant’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 Consultant’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 Consultant for 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 Consultant for 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 County. In addition, Consultant shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. 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 Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(5) **Acceptability of Insurers:** The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder’s rate of no less than “A-” and with a financial rating of Class VII or greater. The Consultant 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:** Consultant shall furnish to 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, Consultant
is specifically required to provide an endorsement naming 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 Consultant’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. County reserves the right to require complete, certified copies of all required insurance policies at any time. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

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

(8) **Claims-Made Policies:** Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(9) **County as Additional Insured and Loss Payee:** County shall be named as an additional insured and loss payee on all policies required by this Agreement, except County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers’ Compensation policy.

(10) **Progress Payments:** The making of progress payments to Consultant shall not be construed as relieving Consultant or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

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

(1) Consultant shall provide evidence on County-provided forms, attached hereto as **Exhibits “D” and “E”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant’s 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) Consultant provides evidence that it is not required to provide an affidavit because it is an individual (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

Where Consultant 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 Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. Consultant and Consultant’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 Consultant 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 Consultant or Consultant’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with County, Consultant and Consultant’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or Consultant’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. Consultant’s failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by County thereby.

11
Consultant agrees that the employee-number category designated below is applicable to Consultant. [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.

Consultant hereby agrees that, in the event Consultant 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, Consultant will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor.

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

K. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for County under this Agreement (“Records”) shall be established and maintained by Consultant in accordance with applicable law and requirements prescribed by 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 Consultant 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, Consultant shall furnish to County any and all Records in the form requested by County. All Records provided
electronically must be in a format compatible with County’s computer systems and software.

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

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

M. **Confidentiality.** Consultant acknowledges that it may receive confidential information of County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant 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 County. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Consultant acknowledges that County’s disclosure of documentation is governed by Georgia’s Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant 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.

N. **Key Personnel.** All of the individuals identified in Exhibit “F”, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant’s Project Manager or members of the Project team, as listed in Exhibit “F”, without written approval of County. Consultant recognizes that the composition of this team was instrumental in County’s decision to award the Work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for County’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Consultant’s obligations under this Agreement and shall be grounds for termination.

O. **Meetings.** Consultant is required to meet with County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to County. Meetings will occur as problems arise and will be coordinated by County. County shall inform Consultant’s Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant’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 this Agreement for cause.

P. **Authority to Contract.** The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant’s board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant (“Materials”) shall be the property of County, and County shall be entitled to full access and copies of all Materials in the form prescribed by County. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to County whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to County, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.
R. **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, Consultant agrees that, during performance of this Agreement, Consultant, 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, Consultant 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.

V. **COVENANTS OF COUNTY**

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

B. **County’s Representative.** ______________________ shall be authorized to act on County’s behalf with respect to the Work as 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 II above.

VI. **TERMINATION**

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

B. **For Cause.** Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County’s failure to pay Consultant within thirty (30) calendar days of Consultant providing County with notice of a delinquent payment and an opportunity to cure. In the event of Consultant’s breach or default under this Agreement, County may terminate this Agreement for cause. County shall give Consultant at least seven (7) calendar days’ written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of County, then County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Consultant for the costs of curing the default against any sums due or which become due to Consultant under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to County for such default.

C. **Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) 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 County.
D. **Payment Upon Termination.** Upon termination, County shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, County may deduct from such payment any portion of the cost for County to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. **Conversion to Termination for Convenience.** If County terminates this Agreement for cause and it is later determined that 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 VI(A) above.

F. **Requirements Upon Termination.** Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by County.

G. **Reservation of Rights and Remedies.** The rights and remedies of County and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VII. MISCELLANEOUS**

A. **Entire Agreement.** This Agreement, including any exhibits hereto, 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 shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. **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 Consultant submits to the jurisdiction and venue of such court.
D. **Captions and Severability.** 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. 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 in valid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Consultant shall apply to County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Consultant 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 County’s Representative (named above) for County and Consultant’s Representative (named above) for Consultant.

   (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address 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:
   
   County Manager  
   Barrow County, Georgia  
   Barrow County Historic Courthouse  
   30 N. Broad Street  
   Winder, GA 30680

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

   ______________________________  
   ______________________________  
   ______________________________
G. **Waiver of Agreement.** No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County’s right to demand exact and strict compliance by Consultant 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 and insurance maintenance requirements.

I. **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.

J. **Sovereign Immunity; Ratification.** Nothing contained in this Agreement shall be construed to be a waiver of County’s sovereign immunity or any individual’s qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Board of Commissioners shall authorize the Chairman to execute this Agreement on behalf of County.

K. **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 Consultant or any successor in interest in the event of any default or breach by County or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant’s performance of services under this Agreement shall not subject Consultant’s individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

L. **Counterparts; Agreement Construction and Interpretation.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to County shall govern. 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 Agreement 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. 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.

M. Force Majeure. Neither County nor Consultant shall be liable for its 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 its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its 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 CONSULTANT; (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.

N. Material Condition. Each term of this Agreement is material, and Consultant’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 County at law or in equity.

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

[SIGNATURES ON FOLLOWING PAGE]
CONSULTANT: _____________________________

Signature: _______________________________

Print Name: ______________________________

Title: __________________________________

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: _______________________________

Print Name: ______________________________

Title: ____________________________________________________________________________

(Assistant) Corporate Secretary (required if corporation)

BARROW COUNTY, GEORGIA

__________________________________________________________________________________

By: __________________________, Chairman

[COUNTY SEAL]

Attest:

Signature: _______________________________

Print Name: ______________________________

Title: County Clerk
EXHIBIT “A”

[Insert County Solicitation Documents]
EXHIBIT “B”

[Insert Consultant Response/Proposal]
PRE-DESIGN PHASE SERVICES

A. PRE-CONTRACTUAL

Upon the receipt of notification from the client (Barrow County) that you have been designated as A/E for the project, the following tasks should be completed prior to execution of an agreement.

A.1 Review scope and type of work – Conceptual Master Plan Drawings.
A.2 Review program requirements with Barrow County for completeness and suitability.
A.3 Review Barrow County’s time schedule for bidding, construction and occupancy.
A.4 Review Barrow County’s budget and determine its basis (e.g., cost estimate, available funds etc.)
A.5 Topographical Surveying
A.6 Geotechnical Borings

DESIGN PHASE SERVICES

B. SCHEMATIC DESIGN PHASE

B.1 Barrow County’s Requirements: Upon written authorization from Barrow County to proceed and, based on the approved Project Construction Budget, Program of Requirements, and the Critical Date Schedule the A/E shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by Barrow County. The A/E shall review the Program of Requirements furnished by Barrow County to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with Barrow County. The A/E shall provide a preliminary evaluation of Barrow County’s program, schedule and construction budget requirements, each in terms of the other.

B.2 Schematic Design Meetings and Studies: The A/E shall provide progress drawings and documentation throughout development of the Schematic Phase of the project. To assure compliance with project’s schedule, the A/E shall meet with the Barrow County staff as designated and provide three (3) copies of schematic studies to be used by Barrow County for interim evaluation of the A/E’s alternative concepts, recommendations and proposals throughout the Schematic Phase.

C.3 Final Schematic Design Phase Submittal Contents

When the A/E and Barrow County agree that the completed work of the Schematic Phase is ready for the A/E to submit for Barrow County’s approval, the A/E shall provide Barrow County with a Final Design Phase Submittal consisting of four (4) copies (sets) of drawings and accompanying reports. The drawings shall include, but not be limited to materials as specified in paragraphs A.3.1 - A.3.4 and include a proposed Civil Preliminary Engineering package, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Schematic Phase budget based upon the budget estimate and breakdown as specified. The A/E shall prepare such estimates, as it deems necessary but subject to Barrow County’s approval as to level of specificity and completeness, to assure that the project cost is within the budget. Further, the report shall include such discussion of design factors, if any, as are pertinent in the opinion of the A/E and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts.
To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain, as a minimum:

**Civil (Preliminary Engineering)**
- Analysis of site conditions including trees, topography, access to existing utilities and roadways and others.
- Perform necessary Geotechnical Borings and Engineering to identify soils conditions etc.
- Prepare a preliminary engineering set to include;
  - Site and Utility layouts
  - Grading plan and elevations of proposed facilities
  - Initial earthwork quantities seeking balanced cut and fill if possible
  - Storm water design, layout, and others

**Architectural**
- Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
- Preliminary exterior wall cross-section and elevation indicating location and size of fenestration.
- Site plan with building located and overall grading plan. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots should be shown.
- Gross and net assignable area calculations separated to show conformance with the Program of Requirements.
- Identification of roof system, deck, membrane flashing and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area.
- The Architect shall confer with and obtain reviews from regulatory agencies such as:
  - Building Department
  - Fire Marshall (state and local)
  - Department of Health (if necessary)
  - Zoning Commission
  - Design Review Committees
  - Planning Commission
- The A/E shall submit in writing all code review findings to Barrow County.
- Preliminary Specifications Outline.

**Structural**
- Structural systems layout with overall dimensions and floor elevations.
- Identification of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).
- Identification of general foundation requirements (fill requirements, piles, caissons, spread, footings, etc.)

**Mechanical**
- HVAC systems descriptions that appear compatible with loading conditions.
- Single-line drawings of major distribution systems.
- Proposed preliminary major equipment loads.
Electrical
- Lighting fixtures outlined in plan and roughly scheduled showing types and quantities of fixtures to be used.
- Major electrical equipment roughly scheduled indicating size and capacity.
- Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and other equipment, if required.

Plumbing
- Plumbing systems descriptions that appear compatible with loading conditions.
- Single-line drawings of major distribution systems.
- Proposed preliminary major sewer/domestic water loads

D  DESIGN DEVELOPMENT PHASE

D.1 Design Development Meetings and Studies
Based upon Barrow County's written approval of the Schematic Phase Documents, Reports and BUDGET, and to assure compliance with the project’s schedule, the A/E shall meet with Barrow County staff in further development of the Project.

D.2 Design Development Documents
The A/E shall prepare from the approved Schematic Design Documents, the Design Development Documents, for further approval by Barrow County. Where appropriate, the A/E shall provide Barrow County with four (4) copies of working design development studies to be used by Barrow County for interim evaluation of the A/E’s alternative concepts, recommendations and proposals throughout the Design Development Phase. Documents prepared shall include drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate. Drawings shall include dimensioned site development plan, floor plans, elevations, and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes, as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical.

D.3 Final Design Development Document Submittal
When Barrow County and A/E agree that the completed work of the Design Development Phase is ready for Barrow County's approval, the A/E shall submit four (4) copies (sets) of the Final Design Development Submittal drawings, reports and other documents in a form and style suitable for presentation and reproduction for approval by Barrow County. The documents for this Final Design Development Phase submittal shall include outline specifications in CSI format, and include a Design Development Phase budget based upon the budget estimate and breakdown as specified previously or as revised and approved by Barrow County at the completion of the Schematic Phase. The A/E shall prepare such estimates, as it deems necessary but subject to Barrow County's approval as to level of specificity and completeness, to assure that the project cost is within the approved Budget. The drawings shall include, but not be limited to materials as specified in paragraphs B.3.1 - B.3.4.
Civil

- Prepare a Site Development Set to include:
  - Staking/Layouts Plan
  - Grading and Drainage Plan
  - Utility Plan
  - Storm water design and profiles
  - Sewer design and profiles
  - Tree Replacement Plan
  - Landscape & Irrigation Design Plans
  - Playground and Splash Pad Design Plans
  - Erosion Control Plan and Details
  - Notice of Intent (NOI/NPDES Permitting)

- Storm Water Detention Study
  - Define Tributary area of sub-basins surrounding site, compute the individual times of concentration, runoff coefficients and other watershed parameters for each basin.
  - Compute the pre-development run off flows for each sub basin, compute the pre-development runoff for the composite basin at each discharge point and calculate the existing condition peak discharges for each basin for; 2, 10, 25, and 100-year design storm.
  - Based on the preliminary site plan and topographic map, compute the post-development run off flows for each sub basin, compute the post development watershed runoff flows for the composite basins at the discharge points, and compute the developed conditions peak discharge for each basin for; 2, 10, 25, and 100-year design storm.
  - Prepare storm water management plan, which will control post development runoff.
  - Identify the most advantageous location for storm water detention facilities.
  - Calculate the storage volume required by Barrow County Development regulations for each facility.
  - Delineate the configuration of the facility to provide the required volume.
  - Make calculation of the size of the outlet structure for the facility.

- Water Quality Analysis
  - Prepare a water quality study to meet Barrow County requirements as of the date of proposal.
  - Indicate the approximate area needed for the facility.
  - Compile data into a storm water management report as required by Barrow County.
  - Prepare maintenance agreements, as required by Barrow County storm water regulations.
  - Meet with appropriate Barrow County officials to clarify and review how water quality is proposed to be met on this site.

- Downstream Basin Analysis
  - Perform an analysis of the hydrologic effect to the downstream basin created by the proposed development. The analysis shall be in accordance with the Barrow County Storm Water Manual.
  - Results of this analysis shall be documented in a written report and submitted to Barrow County.

- Outline Specifications
**Architectural**
- Floor plans with final room locations including all openings.
- Wall sections showing final dimensional relationships, materials and component relationships.
- Building sections showing coordination between trades and features of the building.
- Identification of all fixed equipment to be installed in contract.
- Finish schedule identifying all finishes.
- Preliminary door schedule showing quantities and types of doors.
- Preliminary development of details and large-scale blow-ups.
- Legend showing all symbols used on drawings.
- Reflective ceiling development including ceiling grid and lighting plans, light fixtures, sprinkler heads, ceiling resisters and diffusers.
- Outline Specifications.

**Structural**
Plan drawings with primary structural members located and sized.
Footing, beam, column and connection schedules. Final building floor elevations and foundation drawings
- Outline Specifications

**Mechanical**
- Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- Major mechanical equipment schedule indicating size and capacity.
- Primary ductwork and piping substantially located and sized.
- Devices in ceiling located.
- Legend showing all symbols used on drawings.
- All power consuming equipment and load characteristics.
- Total estimated electric load.
- Outline Specifications

**Electrical**
- Total Electrical Load (include Site Electrical)
- Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- Complete site lighting design.
- Lighting, power, telecommunications and other special system devices and receptacles shown in plan.
- Light fixture schedule.
- Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment and any other special use areas, etc.
- Outline Specifications

**Plumbing**
- Major plumbing equipment schedule indicating size and capacity.
- Primary piping substantially located and sized.
- Proposed Devices located.
- Legend showing all symbols used on drawings.
Outline Specifications

Construction Cost Estimate
As specified in paragraph D.3 above, the A/E shall submit to Barrow County a revised estimate of construction cost projected to the time of bid, and consistent with the BUDGET.

E. CONSTRUCTION CONTRACT DOCUMENTS

E.1 Working Drawings and Specifications
Upon written authorization from Barrow County to proceed, the A/E shall prepare from the approved Design Development Documents and approved budget, Construction Contract Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The A/E shall coordinate with and incorporate into the Construction Documents the conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, and Construction Proposal Forms and Agreements. The A/E shall provide Barrow County a 50% Construction Documents submittal and an 80% Construction Documents submittal. After review and approval of the 80% Construction Documents by Barrow County, the A/E shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by Barrow County and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of Barrow County. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.

Permitting Assistance: The A/E shall confer with and obtain further review from regulatory agencies such as:
- Fire Marshall (local)
- Building Department/Land Development (County and State)
- Department of Health (if necessary)
- Design Review Committees
- It is at this 80% submittal that the A/E will obtain all necessary building permit approvals on behalf of Barrow County.
- GDOT – SR 11 Right turn lane for Firetower Road Intersection
  - Upon completion of design, A/E to submit site development plans to GDOT for review and comment.
  - Meet with GDOT
  - Revise Plans as necessary to address comments
  - Resubmit Plans to GDOT for final approval and permit.

E.2 Detailed Drawings
Detailed drawings shall cover all work included in the Project or designated portion thereof.

E.3 Engineering Drawings
Engineering drawings shall be fully coordinated with each other and architectural drawings and carry the same room identification and grid/dimensional system as the architectural drawings.
E.4 Detailed Drawings for Each Separate Contract
The detailed drawings for each separate contract (if any) shall be prepared by the A/E with appropriate coordination and designation noted thereon.

E.5 Specifications
Specifications shall be prepared using the Construction Specifications Institute 48 division format including paragraph numbering.

E.6 In-progress Submittals
The A/E shall provide Barrow County periodically with in-progress Construction Documents during this phase at a frequency of 50% and 80% CD’s. Additionally, the A/E shall submit for Building Department review preliminary and 100% Construction Contract Documents.

E.7 Drawings and Specifications for Barrow County
On or before the date shown on the project schedule the A/E will submit in four (4) copies 100% complete drawings and specifications for Barrow County review and approval.

E.8 Final Construction Bid Documents
After review and approval of the 100% Construction Contract Documents by Barrow County, the A/E shall continue with preparation of final Bid Documents for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by Barrow County and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of Barrow County. The resulting final Construction Bid Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding and construction.

E.9 Participation in Reviews and Meetings
The A/E shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies current at the time of bid. The A/E will make any changes to the Construction Contract Documents, which are required for issuance of all permits, and legal authorizations needed to construct the Project.

E.10 Construction Cost Estimate
The A/E shall submit to Barrow County a final revised estimate of construction cost projected to the time of bid, consistent with the Budget as specified in this Agreement or as modified and approved by Barrow County.

F. CONSTRUCTION / BID AND AWARD

F.1 BID and Award
Printing, Distribution and Issuance of Bid Documents
Upon authorization of Barrow County, the A/E shall provide Barrow County with electronic versions of all documents and addenda.

Clarifications and Addenda to Bidding Documents
The A/E shall prepare such clarifications and addenda to the bidding documents as may be required.
**Pre-bid Conferences**
The A/E and Barrow County will jointly schedule and conduct Pre-bid Conferences with prospective bidders to review the Project requirements. The A/E shall provide knowledgeable representatives, including representatives of its primary consultants, to participate in these conferences to explain and clarify Bidding Documents and within three days after the Pre-bid Conference, submit if needed, an Addendum for Barrow County approval.

**Contract Award**
The A/E shall assist Barrow County in obtaining or evaluating bids or negotiating proposals and preparing recommendations for Barrow County concerning the contract award.

**Re-bidding, Renegotiations and Redesign**
Should first bidding or negotiation produce prices more than the approved budget, the A/E shall participate with Barrow County in such re-bidding, renegotiations and redesign, at no additional expense to Barrow County, one time to obtain price(s) within the approved budget or price(s) acceptable to Barrow County. Barrow County will assist in redesign decisions. All redesign must be approved by Barrow County. If the A/E is unable to bring the project within the budget, this Agreement may be terminated by Barrow County in accordance with Article 11.2.1.

**Redesign/Re-bid Delays**
Should the A/E redesign or conduct re-bidding under its responsibilities set out in the preceding paragraph, its Construction Phase services shall be extended to take redesign/re-bid delays into account at no additional expense to Barrow County.

**Agreement(s) between Barrow County and Contractor(s)**
The A/E shall assist Barrow County and Barrow County's Legal Counsel in the preparation of the Agreement(s) between Barrow County and Construction Contractor(s) for Barrow County's execution.

**F.2 CONSTRUCTION**

**Award of Construction Contract**
The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate upon Final Completion and Acceptance by Barrow County, or ninety (90) days after the Certificate of Substantial Completion, or the date by which completion of construction is required by the Construction Contract, whichever occurs first.

**Consultation with Barrow County**
The A/E shall consult with Barrow County and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Construction Contractor for various portions of the work.

**Review and Return of Submittals**
The A/E shall review shop drawings, samples and other submissions of Contractor(s) for the limited purpose of checking for conformance with the design concept of the Project and for general compliance with the Construction Contract Documents, but not for approval of dimensioning, installation, instructions and details, or safety precautions.
The review and return of submittals shall be accomplished by the A/E within twenty-one (21) business days from date of receipt except when more time may be authorized by Barrow County's Representative.

**Submittal Procedures**
Barrow County in conjunction with the A/E will establish with the Construction Contractor the procedures to be followed for review and processing of all shop drawings, catalog submissions, Project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

**Finish Materials and Colors**
The A/E shall select finish materials and colors and prepare color schedules and material/color boards for approval by Barrow County.

**Change Order Documentation**
The A/E shall, when requested by Barrow County's Representative, prepare Change Order documentation for Change Orders within the general scope of the Work of this Project. Upon submittal of Change Order pricing by the Construction Contractor the A/E will assist Barrow County's Representative in review and verification of the suitability of the Construction Contractor's data.

**Interpretations of Requirements of Contract**
The A/E shall render within ten (10) business days, interpretations of requirements of the Construction Contract Documents and shall make all interpretations consistent with the intent of and reasonably inferable from the Construction Contract Documents. The A/E’s decision in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract Documents.

**Errors, Omissions or Conflicts**
Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the A/E be discovered, the A/E will prepare and submit to Barrow County, within seven (7) days, (or longer period as may be authorized) such amendments or supplementary documents and provide consultation as may be required, for which the A/E shall make no additional charges to Barrow County.

**Access to Work**
The A/E will have access to the Work always.

**Periodic Visits to the Project Site (Monthly per OAC Meeting Schedule)**
The Design team shall make such periodic visits to the project site as may be necessary to familiarize themselves generally with the progress and quality of the work to determine in general if the work is proceeding in accordance with the Contract Documents while the work is in progress. Based on such on-site observations, the A/E and its consultants shall endeavor to take the appropriate steps to guard Barrow County against defects and deficiencies in the Work of the Contractor. If the A/E observes any work that does not conform to the Contract Documents, he shall immediately report this observation to the Contractor and Barrow County's Representative. The A/E and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work but shall make as many observations as may be reasonably required to fulfill their obligations to Barrow County. The A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the
Work and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The A/E shall not have control over means and methods of the Contractor nor any Subcontractors performing portions of the work. The Contractor shall be solely responsible for safety during the construction of the project. If the A/E notices an unsafe act they will notify the Contractor and or Barrow County / PM immediately.

**Written Field Reports**
The A/E and sub-consultants shall render written field reports relating to the periodic visits and observations of the Project required within five (5) business days to Barrow County in the form required by Barrow County.

**Certificates of Payment**
Based upon observations at the site and upon the Construction Contractor's applications for payment, the A/E shall determine the amount owing to the Construction Contractor(s), pursuant to the terms of Barrow County/Construction Contractor Agreement and shall issue Certificates for Payment to Barrow County in such amounts. Barrow County's Representative shall consult with the A/E in the determination of the amount due the Construction Contractor and the A/E shall sign the Certificate of Payment prior to the time it is transmitted to Barrow County. The A/E's signing of a Certificate of Payment shall constitute a representation by the A/E to Barrow County, based upon the A/E's observations at the site and the data comprising the Application for Payment that the Work has progressed to the point indicated, that to the best of the A/E's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Construction Contract Documents; minor deviations from the Construction Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Construction Contractor is entitled to payment in the amount certified. However, if it should later be found that the Construction Contractor has failed to comply with its contract with Barrow County in any way or detail, such failures and subsequent compliance shall be the sole responsibility of said Construction Contractor. By signing a Certificate for Payment to Barrow County, the A/E shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Contractor has used the monies paid because of the Construction Contract Sum.

**Nonconforming Work**
If the A/E advises the Construction Contractor and Barrow County of nonconforming work and the A/E shall confirm the nonconformance in writing within five (5) business days of observation.

**Authority to Condemn or Reject Work**
The A/E and Barrow County's Representative shall have authority to condemn or reject Work on behalf of Barrow County when in their opinion the Work does not conform to the Construction Contract Documents. Whenever in their reasonable opinion it is considered necessary or advisable to insure the property implementation of the intent of the Construction Contract Documents, the A/E and Barrow County's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Contract Documents whether such Work is fabricated, installed or completed.

**Occupancy Approval**
The A/E shall assist in obtaining governing agency occupancy approval.
**Substantial Completion Inspection**
When Barrow County and the A/E agree that the Work of portions of the Work are substantially complete, the A/E and its consultants shall inspect the Work or portions of the Work and prepare and submit punch-list of the Work of the Construction Contractor(s) which is not in conformance with the Construction Contract Documents. Barrow County may request that the A/E observe and prepare a punch-list on any portion of the Work. The A/E and its sub-consultants shall conduct up to **three (3)** Substantial Completion and Final Completion inspections per construction contract at the request of Barrow County. If more inspections are required, through no fault of the A/E, the additional inspections shall be deemed additional services.

**Equipment and Systems Start-up**
The A/E and/or its consultants shall review test data of and observe the original operation of any equipment or system such as during start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

**Review of Contractor-furnished Documents**
The A/E shall review the Construction Contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required by the Construction Contract Documents and forward all approved copies to Barrow County.

**Application for Final Payment**
Upon correction of the deficiency reports (punch list), and acceptance of all other closeout submittals and certificates of the Construction Contractor, the A/E shall approve the Application for Final Payment and forward it to Barrow County for execution.

**Correction of Defects**
Upon request during the 1-year guarantee period of the Construction Contract(s), the A/E shall assist Barrow County in securing correction of defects that become apparent and shall inspect and provide a written report of the Project sufficiently prior to the expiration of the guarantee period to allow for timely corrections.
EXHIBIT “D”

STATE OF ____________
COUNTY OF ____________

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County, Georgia 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

Victor Lord Park Expansion –
Architectural/Engineering Services
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:  
STATE OF _____________  
COUNTY OF ___________  

SUBCONTRACTOR AFFIDAVIT  
By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with __________________ (name of contractor) on behalf of Barrow County, Georgia 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:

_________________________________  I hereby declare under penalty of perjury that the foregoing is true and correct.
Federal Work Authorization User Identification Number

_________________________________  Executed on ________, 20__ in __________________ (city), _____ (state).
Date of Authorization

_________________________________  Signature of Authorized Officer or Agent
Name of Contractor

Victor Lord Park Expansion – 
Architectural/Engineering Services
Name of Project

Barrow County, Georgia
Name of Public Employer

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

______________________________  NOTARY PUBLIC
Printed Name and Title of Authorized Officer or Agent

[NOTARY SEAL]

My Commission Expires:
**EXHIBIT “F”**

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

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<thead>
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<th>Individual</th>
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<td>____________, Geotechnical Engineer</td>
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COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

1. His or her family;
2. Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;
3. Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or employee.

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

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

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

Any person in County service shall;

Section One.

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

Section Two.

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

Section Three.

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

Section Four.

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

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

Section Six

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

Section Seven.

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

Section Eight.

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

Section Nine.

Expose corruption wherever discovered.

Section Ten.

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

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

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

All County Officials and Department Directors shall:
Section One.

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

Section Two.

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

Section Three.

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

Section Four.

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

Section Five.

Expose corruption wherever discovered.

Section Six.

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

Section Seven.

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

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

Section Nine.

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

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

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

Section One. Compliance with Applicable Law.

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

Section Two. Conflict of Interest Transactions.

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

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

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

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

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

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

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

Financial Disclosures.

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

Section Four.  

Zoning Application Disclosures.

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

Section Five.  

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

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

Section Six.  

Withholding of Information.

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

Section Seven.  

Incompatible Service.

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

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

Section Nine. Political Recrimination and Activity.

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

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

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

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

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

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

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

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

Section Twelve. Solicitation or Acceptance of Gifts.

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

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

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

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

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

(5) Awards presented in recognition of public service.

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

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

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

(9) Honorariums or awards for professional achievement.

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

**Section Thirteen. Disclosure of Interest.**

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

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

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

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

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

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

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

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

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

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

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

Section Two. Appointment Procedures.

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

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

Section Three. Qualifications of Members of Board of Ethics.

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

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

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

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

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

Section Four. Terms; Vacancies.

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

Section Five. **Removal of Member.**

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

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

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

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

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

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

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

Section Seven. Duties and Powers.

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

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

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

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

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

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

Section Eight. Staffing and Expenses.

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

Section Nine. Counsel.

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

Section Ten. Adherence to the Ethics Ordinance.

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

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

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

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

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

(4) "Nonpartisan Election" means:

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

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

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

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

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

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

(1) Register and vote in any election;
(2) Participate in the nonpartisan activities of a civic, community, social,
labor, or professional organization or of a similar organization;
(3) Be a member of a political party or other political organization and
participate in its activities to the extent consistent with law;
(4) Attend a political convention, rally, fundraising function, or other
political gathering;
(5) Sign a political petition as an individual;
(6) Make a financial contribution to a political party or organization;
(7) Take an active part, as a candidate or in support of a candidate, in a
nonpartisan election;

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

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

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

(C) Prohibited Activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Initiate or circulate a partisan nominating position.

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

Section Twelve. Limitation of Liability.

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

Section Thirteen. Advisory Opinion.

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

Section Fourteen. Complaints.

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

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

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

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

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible source(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