



## BARROW COUNTY REQUEST FOR PROPOSALS (THIS IS NOT AN ORDER)

RFP Number:	RFP2026-01
RFP Title:	County TSPLOST On Call Engineering Services
Due Date and Time:	Thursday, August 7, 2025 @ 2:00 PM (local time)

### ISSUING DEPARTMENT INFORMATION

Issue Date:	July 9, 2025		
Barrow County Board of Commissioners Historic Courthouse 30 North Broad Street Winder, GA 30680	Phone: Website:	770-867-1977 <a href="http://www.barrowga.org">www.barrowga.org</a>	

### INSTRUCTIONS TO CONSULTANTS

Return Proposal to:  Barrow County Board of Commissioners Historic Courthouse 30 North Broad Street Winder, GA 30680	Mark Face of Envelope/Package: RFP Number: RFP2026-01 Name of Company or Firm  Special Instructions: Deadline for Written Questions July 25, 2025 Email questions to Cindy Clack at <a href="mailto:cclack@barrowga.org">cclack@barrowga.org</a>
<b>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</b>	

### CONSULTANTS MUST COMPLETE THE FOLLOWING

Consultant Name/Address:	Authorized Consultant Signatory:  (Please print name and sign in ink)
Consultant Phone Number:	Consultant Fax Number:
Consultant Federal I.D. Number:	Consultant Email Address:
<b>CONSULTANTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</b>	

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## CONSULTANT'S RFP CHECKLIST

### The 9 Most Critical Things to Keep in Mind When Responding to an RFP for Barrow County

1. \_\_\_\_\_ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the County's website at <https://www.barrowga.org/> will include all questions asked and answered concerning the RFP.
4. \_\_\_\_\_ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
5. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the County or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the County. The submittals are evaluated based solely on the information and materials provided in your response.
6. \_\_\_\_\_ Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.
7. \_\_\_\_\_ Check the website for RFP addenda. Before submitting your response, check the County website at <https://www.barrowga.org/> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
8. \_\_\_\_\_ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. \_\_\_\_\_ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Consultant response.

**MUST BE RETURNED WITH PROPOSAL**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

**STATE OF GEORGIA**

**BARROW COUNTY**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

\_\_\_\_\_  
eVerify Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
County TSPLOST Engineering Services

Barrow County  
Name of Public Employer

I hereby declare under penalty of perjury that  
the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_, 202\_\_ 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  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:  
\_\_\_\_\_

## SCHEDULE OF EVENTS

Task	Date
Issue RFP	July 9, 2025
Deadline for Questions	July 25, 2025 by 5:00 p.m. (local time)
Answers Released by the County (Addendum)	On or about, August 1, 2025
<b>Proposals Due</b>	<b>By 2:00 p.m. (local time) on August 7, 2025</b>

**NOTE: PLEASE CHECK THE COUNTY WEBSITE (<https://www.barrowga.org/>) FOR ADDENDA AND SCHEDULE UPDATES.**

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 BACKGROUND AND STATEMENT OF INTENT

Barrow County is accepting sealed proposals for On-Call Engineering Services. The purpose of this Request for Proposals (RFP) is to select a qualified engineering firm to provide professional services to assist Barrow County with specific tasks related to capital improvement projects and various other engineering efforts. All Consultants must comply with all general and special requirements of the RFP information and instructions enclosed herein.

### 1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a consultant is selected, consultants are not allowed to communicate with any County staff or elected officials regarding this procurement, except at the direction of Cindy Clack. Any unauthorized contact may disqualify the consultant from further consideration. Contact information for the single point of contact is as follows:

Finance Department:	Cindy Clack
Address:	30 N. Broad Street, Winder, GA 30680
Telephone Number:	770-867-1977
E-mail Address:	cclack@barrowga.org

### 1.2 REQUIRED REVIEW

#### A. Review RFP.

Consultants should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

#### B. Form of Questions.

Consultants with questions or requiring clarification or interpretation of any section within this RFP must submit their questions in writing via email to the finance office referenced above on or before **5 PM (local time) on July 25, 2025**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

#### C. County's Answers.

The County will provide an official written answer to all questions on or about **August 1, 2025**. The County's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the County.

#### D. Standard Contract.

By submitting a response to this RFP, consultant agrees to acceptance of the County's standard contract. Much of the language included in the standard contract reflects requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the finance office referenced above by the date for receipt of written/e-mailed questions or with the consultant's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the consultant's ability to respond to the RFP or perform the contract. The County reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring consultant during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all consultants submitting a response to this RFP.

**E. Mandatory Requirements.**

To be eligible for consideration, a consultant must meet the intent of all mandatory requirements. The County will determine whether a consultant's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

**1.3 Reserved**

**1.4 SUBMITTING PROPOSALS**

Consultants must organize their proposals into sections that follow the following format.

**A. Submittal Requirements.**

Proposals shall include the following:

1. Barrow County request for proposal cover page (information entered and signed: first page of this document)
2. Technical Proposal:

Each Technical Proposal Shall be:

- a. No more than eight (8) single sided pages
  1. Cover page(s), table of contents, tabs, and required forms do not count toward the page limit
- b. Minimum of 11 point font
- c. Stapled or spiral-bound. No binders

Each Technical Proposal Shall Contain:

- a. Company Overview – 2 pages
  1. General overview of the company
  2. Include the number of years in business and number of employees. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures

in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

- b. Design Team – 2 pages
  - 1. Include project staffing and what sets the team apart
  - 2. Identify and include qualifications of key staff that would be assigned to tasks described in this RFP
  - 3. Describe the approach to management of staff and sub-consultants
- c. Work Plan – 2 pages
  - 1. Provide a detailed approach to fulfill the requirements of this RFP including how the final projects will be organized, formatted and presented
  - 2. Include a description and of all tasks in the scope and challenges of the project. Describe the understanding of work involved, particularly regarding the level of effort required for any portion of the work. Identify the trades, types or percentages of work to be performed by the consultant/firm's own forces as compared to the trades, types or percentages work to be subcontracted to others.
  - 3. Include the approach to selection of materials and systems, including how such selections impact project cost, project delivery dates, and other matters.
  - 4. Provide an example of a project schedule including projected start date and durations (assume NTP 60 days after proposal due date), any anticipated challenges, and any innovative approaches.
- d. Related Projects and References – 2 pages
  - 1. Describe at least 3 similar projects with references
  - 2. Include past experience, within the past five (5) years, in performing and managing design/engineering projects comparable in scope and complexity
- e. Pricing (See Section 5.0)

- 3. Applicable Addenda Acknowledgement Forms (if necessary)
- 4. Professional Services Agreement
  - a. All submitted proposals are to include an **executed** Professional Services Agreement (the “Agreement”) included in this package to indicate a willingness to comply with all terms of the Agreement. Upon award of the Project to the winning vendor, the County will execute the Agreement. Please be advised that the proposing vendor’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. (Exhibit C and signature page must be executed. Please leave date of agreement blank).

Consultants must organize their proposal into sections that follow the format of Section 1.4 and Section 5.0.

B. Failure to Comply with Instructions.

Consultants failing to comply with these instructions may be subject to point deductions. The County may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Copies Required and Deadline for Receipt of Proposals.

One original (un-bound) and four (4) copies of each submittal (plus a flash drive) should be provided to the County. **Proposals must be received at the County Clerk's Office at the Barrow County Historic Courthouse prior to 2:00 PM, (local time), August 7, 2025. Emailed responses to requests for proposals are not acceptable.**

*\*Important to remember when submitting digital files:*

1. Mark all Flash Drives with Offeror's name and RFP number and title.
2. All digital files must be in Portable Document Format (PDF).
3. Use caution in creating the electronic files. If the County is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
4. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

D. Late Proposals.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the consultant's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the consultant at the expense of the consultant or destroyed if requested.

## 1.5 CONSULTANT'S CERTIFICATION

A. Understanding of Specifications and Requirements.

By submitting a response to this RFP, consultant agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

## 1.6 COST OF PREPARING PROPOSALS

A. County Not Responsible for Preparation Costs.

The costs for developing and delivering responses to this RFP and any subsequent

presentations of the proposal as requested by the County are entirely the responsibility of the consultant. The County is not liable for any expense incurred by the consultant in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become County Property.

All materials submitted in response to this RFP become the property of Barrow of County and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the County and consultant resulting from this RFP process.

## SECTION 2: RFP STANDARD INFORMATION

### 2.0 AUTHORITY

This RFP is issued under the authority of Barrow County. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### 2.1 CONSULTANT COMPETITION

The County encourages free and open competition among consultants. Whenever possible, the County will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the County's need to procure technically sound, cost-effective services and supplies.

### 2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

#### A. Public Information.

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by Barrow County; (3) any company financial information requested by Barrow County to determine vendor responsibility, unless prior written consent has been given by the consultant; and (4) other constitutional protections.

#### B. Procurement Officer Review of Proposals.

Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from a consultant's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Consultants must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## 2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

### A. Initial Classification of Proposals as Responsive or Nonresponsive.

Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

### B. Determination of Responsibility.

The procurement office will determine if a consultant has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

### C. Evaluation of Proposals.

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring consultant or, if necessary, to seek discussion/negotiation in order to determine the highest scoring consultant. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the County may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the County.

### D. Completeness of Proposals.

Selection and award will be based on the consultant's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by consultants outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the consultant being disqualified from further consideration.

### E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the County may initiate discussions with one or more consultants should clarification or negotiation be necessary. Consultants may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, consultants should be prepared to send qualified personnel to Barrow County, Georgia to discuss technical and

contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the consultant's expense.

**F. Evaluation Committee Recommendation for Contract Award.**

The evaluation committee will provide a written recommendation for contract award.

**G. Request for Documents Notice.**

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring consultant to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

**H. Contract Negotiation.**

The procurement officer and/or county department representatives may begin contract negotiation with the responsive and responsible consultant whose submittal achieves the highest score and is, therefore, the most advantageous to the County. If contract negotiation is unsuccessful or the highest scoring consultant fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the County may terminate negotiations and begin negotiations with the next highest scoring consultant.

**I. Contract Award.**

Contract award, if any, will be made to the highest scoring consultant who provides all required documents and successfully completes contract negotiation.

**2.4 RIGHTS RESERVED**

While the County has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Barrow County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

1. Modify, cancel or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select a consultant without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss a RFP submittal for any purpose in order to answer questions or to provide clarification,
6. Not award if it is in the best interest of the County not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the County determines adequate funds are not available.

## SECTION 3: SCOPE OF PROJECT

### 3.0 GENERAL SCOPE OF SERVICES

It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the necessary documents to complete projects. The completed design must comply with all applicable local, state, and federal environmental laws and regulations.

### 3.2 SPECIFIC SCOPE OF SERVICES

Project types included in this on-call contract will be, but are not limited to, road resurfacing, paving, roadway improvements, bridges, intersection improvements (including traffic engineering), and roadway capacity and widening. For the proposed projects, the following types of services required may include, but are not limited to:

1. **Design Services:** Although needs will vary by project, ENGINEER should be prepared to provide design services that include initial concept design through final detailed construction documents (including cost estimates, permitting, and special provisions).
2. **Land Surveying Services:** The ENGINEER should be prepared to provide land surveying services, including right-of-way and boundary establishment, individual owner information, utilities (Subsurface Utility Engineering, as required), specimen trees, existing drainage structures, buildings, road elements, topography, etc. for the identified target areas.
3. **Right-of-Way (ROW) Plans:** The ENGINEER should be prepared to identify existing ROW, identify the need for additional ROW, and provide ROW plans that clearly summarize the locations and amounts of any easements and/or ROW acquisitions that will be required. ROW staking may also be required at multiple points throughout the project.
4. **Environmental Coordination:** The ENGINEER should have the ability to complete environmental coordination on proposed projects, included, but not limited to, environmental site assessments, design and permitting associated with stream and wetland impacts. Additionally, the ENGINEER should prepare Erosion, Sedimentation, and Pollution Control Plan(s) in accordance with the Georgia Soil and Water Conservation Commission requirements, including the submittal of the plans for review to the Environmental Protection Division for review and approval.
5. **Utility Coordination:** The ENGINEER shall coordinate with all applicable utility companies to obtain details of facility locations, identify any conflicts, and incorporate necessary utility relocations/redesigns into the plans. The ENGINEER is to provide a record of correspondence indicating a status of no facilities, no conflict, or resolution from impacted utilities. Participation in Utility Coordination meetings during design is also expected throughout utility coordination.

6. Retaining Wall Design: Retaining walls (both cut and fill slopes) are commonly needed on Capital Projects. The ENGINEER will be required to have structural engineering support to prepare any necessary wall designs and to advise on potential wall requirements during the concept phase. Wall foundation investigations through a geotechnical engineer may be required depending upon the nature of the required walls. A Retaining Wall permit may also be required during design.
7. Stormwater Analysis and Design: The ENGINEER should be prepared to prepare a stormwater drainage design and hydrology study per Georgia Stormwater Management Manual as needed.
8. Site Lighting and Electrical Design: Pedestrian and street lighting may be required for proposed projects. ENGINEER should be prepared to provide site lighting and electrical design in accordance with County requirements. Coordination with local power companies and lighting installation acceptance inspections will also be needed.
9. Landscape Design: Landscape design by a licensed landscape architect may be required for proposed projects, in accordance with County requirements. The landscape design should also include irrigation and special provisions/specifications as needed.
10. Public Involvement: The ENGINEER may be asked to participate in or conduct public meetings and prepare presentations and displays for use during the meetings, as required. Presentation materials will include presentation boards with illustrative renderings and perspective views of the proposed improvements. The ENGINEER may also be asked to prepare presentations to Council or other stakeholders.
11. Post Design Services: The ENGINEER should be prepared to also provide the following tasks prior to and during construction.
  - Prepare advertisement and bid documents
  - Attend pre-bid conference
  - Respond to bidder questions
  - Attend pre-construction meeting
  - Respond to construction RFIs
  - Product/material submittal reviews
  - 7-day inspection for erosion control
  - Prepare punch list at substantial completion

All work shall be done in accordance with County Development Standards, Americans with Disability Act (ADA) Standards, Georgia Department of Transportation (GDOT) Standards, any other authorities having jurisdiction over the project, and county guidance documents applicable to the project. Estimates of probable construction costs will be required at project

milestones. For the duration of the proposed design projects, regular update meetings will be held and project manager attendance at those meetings is expected. Additionally, the ENGINEER should be prepared to coordinate Field Plan Reviews at various project milestones. Obtaining approvals and permits from Barrow County and/or Community Development Departments will also be required for most projects. It is expected that certain projects may require tasks to be performed by sub-engineers.

### **3.3 REQUIRED ADMINISTRATIVE SERVICES**

The required administrative services may include, but are not limited to the following:

1. The Engineer shall develop a proposed design and construction schedule as necessary for each project. Each schedule must contain milestone events reflecting phase completions, submittal of major deliverables, and other objectives as directed by the County.
2. The completion schedule for each assigned project scope of work shall be mutually agreed upon by the County and the ENGINEER prior to the issuance of written authorization to proceed by the County.
3. When directed by the County, the ENGINEER will prepare bid documents, special provisions, administer the bidding process, and be responsible for the sale of construction plans and specifications to potential bidders.
4. The ENGINEER shall prepare and submit all required and necessary documents to obtain any state and federal permits and approvals for the project, if needed. This includes adherence to the requirements of the National Environmental Policy Act (NEPA).
5. The ENGINEER will prepare conceptual, preliminary, interim and final construction estimates of projects.
6. Upon request by the County, the ENGINEER will attend and/or present at any public hearing, Council meeting or meetings with other outside agencies.

## **SECTION 4: CONSULTANT PROPOSALS**

### **4.0 COUNTY'S RIGHT TO INVESTIGATE**

The County may make such investigations as deemed necessary to determine the ability of the consultant to provide the supplies and/or perform the services specified.

### **4.1 CONSULTANT INFORMATIONAL REQUIREMENTS**

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.

**SECTION 5: COST PROPOSAL**  
**MUST BE RETURNED WITH PROPOSAL**

<b>HOURLY RATES AND FEE SCHEDULE</b>	
<b>BARROW COUNTY TSPLOST ON-CALL ENGINEERING SERVICES</b>	
<b>Billing Category</b>	<b>Hourly Rate</b>
Principal	\$
Principal Planner	\$
Senior Engineer - Roadway and Civil	\$
Senior Engineer - Traffic	\$
Senior Engineer - Bridges and Structures	\$
Project Manager - Roadway and Civil	\$
Project Manager - Bridges and Structures	\$
Project Engineer - Roadway and Civil	\$
Project Engineer - Traffic	\$
Project Engineer - Bridges and Structures	\$
CAD Designer	\$
Environmental/Staff Scientist	\$
Assistant Project Engineer - Roadway and Civil	\$
Technician	\$
Senior Surveyor/Registered Land Surveyor (RLS)	\$
Survey Manager	\$
Surveyor – Land Surveyor in Training (LSIT)	\$
2-Man Mapping Crew	\$
1-Man Mapping Crew	\$
1 Man with Lidar Drone	\$
1-Man Survey Crew	\$

2-Man Survey Crew	\$
3-Man Survey Crew	\$
Survey Technician	\$
Senior Planner	\$
Planner	\$

Print/Type Company Name Here:

---

Authorized Signature\_\_\_\_\_ Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Title\_\_\_\_\_

## SECTION 6: EVALUATION CRITERIA

### 6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the County will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- Cost Proposals will be reviewed after the technical review process.

#### Proposal Evaluation Criteria

Qualifications of the design team 25 pts.

- Organization strength and stability
- Education and experience of the assigned staff
- Key personnel's level of involvement
- Proximity and availability of key personnel

Work Plan 25 pts.

- Project approach
- Project innovations
- Detailed task understanding
- Schedule

Related Projects and References 25 pts.

- Experience and technical competence on similar projects
- Previous experience with Barrow County projects
- Previous experience as a design team
- Quality of the final work product
- Ability to meet schedules

Price (Section 5) 25 pts.

## **SECTION 7: STANDARD CONTRACT INFORMATION**

### **7.0 STANDARD CONTRACT**

The County's standard contract is attached to this document as Appendix A. Consultant should notify the County of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the consultant's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The County reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring consultant at the time of contract negotiation.

### **7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS**

This RFP and any addenda, the consultant's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The County's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the County and the highest scoring consultant. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the County, will govern in the same order of precedence as listed in the contract.

### **7.2 SUBCONSULTANT**

The highest scoring consultant(s) will be responsible, in total, for all work of any sub-consultants if a contract is awarded. All sub-consultants, if any, must be listed in the proposals. The County reserves the right to approve all sub-consultants. The Consultant shall be responsible to the County for the acts and omissions of all sub-consultants or agents and of persons directly or indirectly employed by such sub-consultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the County.

### **7.3 GENERAL INSURANCE REQUIREMENTS**

See standard contract attached.

### **7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Consultant is required to supply Barrow County with proof of compliance with the Workers' Compensation Act while performing work for the County. Neither the Consultant nor its employees are employees of the County. The proof of insurance/exemption must be received by Barrow Count within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

#### **7.5 COMPLIANCE WITH LAWS**

The Consultant must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or sub-consulting by the Consultant subjects sub-consultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

#### **7.6 CONTRACT TERMINATION**

See standard contract attached.

**STANDARD CONTRACT**

[INSERT HERE]

**PROFESSIONAL SERVICES AGREEMENT  
FOR ON CALL ENGINEERING SERVICES**

**THIS AGREEMENT** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **BARROW COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”), and \_\_\_\_\_, (“Service Provider”), collectively referred to as the “Parties.”

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Service Provider to provide certain on call engineering services; and

**WHEREAS**, the County solicited proposals pursuant to the Request for Proposals, dated July 9, 2025, attached hereto as “**Exhibit A**” and incorporated herein by reference; and

**WHEREAS**, Service Provider submitted a complete and timely proposal, attached hereto as “**Exhibit B**” and incorporated herein by reference, and met all proposal requirements such that the County awarded Project Number RFP2026-01 (County TSPLOST On Call Engineering Services) to the Service Provider; and

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

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

**WHEREAS**, based upon Service Provider’s proposal, the County has selected Service Provider as the successful proposer, and

**WHEREAS**, the Service Provider desires to perform the Work under the terms and conditions set forth in this Agreement; and

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

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

**I. SCOPE OF SERVICES AND TERMINATION DATE**

**A. Project Description**

The Project is described as on call engineering services to assist Barrow County with

specific tasks related to capital improvement projects and various other engineering efforts.

**B. The Work**

The Work to be completed under this Agreement (the “Work”) consists of on call engineering services generally described in the Request for Proposals attached as Exhibit A.

The Work will be assigned to Service Provider through Task Orders which will provide the scope for a particular Project.

**C. Schedule, Completion Date, and Term of Agreement**

Service Provider warrants and represents that it will perform its services in a prompt and timely manner. The term of this Agreement shall commence as of the date first written above and shall end upon termination of the Agreement by the Parties as set forth herein.

**II. COMPENSATION AND METHOD OF PAYMENT**

**A.** County agrees to pay the Service Provider for the Work performed and costs incurred by Service Provider upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Service Provider upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis. The County shall pay the Service Provider within thirty (30) days after approval of the invoice by County staff.

**B.** The compensation for Work performed shall be based upon the agreed to fee schedule included in the Service Provider’s Cost Proposal included within the attached Exhibit “B.”

**III. COVENANTS OF SERVICE PROVIDER**

**A. Expertise of Service Provider**

Service Provider accepts the relationship of trust and confidence established between it and the County, recognizing that the County’s intention and purpose in entering into this Agreement is to engage an engineering firm with the requisite capacity, experience, and professional skill and judgment to perform the Work in a timely and competent fashion.

**B. County’s Reliance on the Work**

Service Provider acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Service Provider and therefore, the County bears no responsibility for Service Provider’s Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Service Provider’s performance.

**C. Service Provider's Representative**

\_\_\_\_\_ is the Service Provider's primary representative with respect to the Work.

**D. Assignment of Agreement**

Service Provider covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County, which consent shall be within the County's sole and absolute discretion. As to any approved subcontractors, the Service Provider shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**E. Responsibility of Service Provider and Indemnification of County**

The Service Provider covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Service Provider shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Service Provider, any subcontractor, anyone directly or indirectly employed by the Service Provider or subcontractor or anyone for whose acts the Service Provider or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by the Service Provider or subcontractor or anyone for whose acts the Service Provider or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Provider 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 County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

**F. Independent Contractor**

Service Provider hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Service Provider agrees to be solely responsible for its own matters

relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of contractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. Service Provider agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Service Provider as to the details of the services to be performed by Service Provider or to exercise a measure of control over such services will be deemed to mean that Service Provider shall follow the directions of the County with regard to the results of such services only.

## **G. Insurance**

### **(1) Requirements:**

The Service Provider shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Service Provider, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney 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:**

Service Provider shall maintain the following insurance policies with limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.**
- (b) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Service Provider's errors, omissions, or negligent acts.**
- (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.**

### **(3) Deductibles and Self-Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General and Professional Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider and premises owned, leased, or used by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
- (ii) The Service Provider's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Service Provider's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) 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) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Service Provider for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Service Provider for the County.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to

state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Verification of Coverage:

Service Provider shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Service Provider's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Service Provider shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(6) Subcontractors:

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(7) Claims-Made Policies:

Service Provider shall extend any claims-made insurance policy for at least three (3) years after termination or final payment under the Agreement, whichever is later.

(8) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

**H. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit**

State law mandates that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- (1) the Service Provider shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (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 Service Provider's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**
- (2) the Service Provider provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Service Provider hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Service Provider 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 Rule 300-10-1-.02.

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

Where Service Provider is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Service Provider's and Service Provider's subcontractors' verification process at any time to determine that the verification was correct and complete. The Service Provider and Service Provider's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Service Provider 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 Service Provider or Service Provider's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Service Provider and Service Provider's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Service Provider or Service Provider's subcontractors are found to have employed an

unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Service Provider's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Service Provider shall be liable for all damages and delays occasioned by the County thereby.

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

Service Provider hereby agrees that, in the event Service Provider employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Service Provider 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.

## **I. Records, Reports and Audits**

- (1) Records:
  - (a) Records shall be established and maintained by the Service Provider in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
  - (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

- (2) Reports and Information:

Upon request, the Service Provider shall furnish to the County any and all

statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

**(3) Audits and Inspections:**

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Service Provider will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**J. Conflicts of Interest**

Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics.

**K. Confidentiality**

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

Service Provider acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider 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.

**L. Licenses, Certifications and Permits**

The Service Provider covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Service Provider by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Service Provider under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent

professionals.

**M. Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Service Provider agrees that, during performance of this Agreement, Service Provider, 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, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

**IV. COVENANTS OF THE COUNTY**

**A. County's Representative**

\_\_\_\_\_ shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**V. TERMINATION**

**A.** Notwithstanding anything herein to the contrary, the County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date.

**B.** Upon termination, County shall provide for payment to the Service Provider for services rendered and expenses incurred prior to the termination date.

**C.** The rights and remedies of the County and the Service Provider provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VI. NO PERSONAL LIABILITY**

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Service Provider or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Service Provider or successor or on any obligation under the terms of this Agreement. Likewise, Service Provider's performance of services under this Agreement shall not subject Service Provider's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Service Provider or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## **VII. ENTIRE AGREEMENT**

This Agreement 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 document signed by representatives of both Parties with appropriate authorization.

## **VIII. 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, provided that no party may assign this Agreement without prior written approval of the other party.

## **IX. APPLICABLE LAW**

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.

## **X. CAPTIONS AND SEVERABILITY**

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed 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.

## **XI. OCCUPATIONAL TAX CERTIFICATE**

Service Provider must provide a current occupational tax certificate prior to commencement of the services to be provided hereunder.

## **XII. NOTICES**

### **A. Communications Relating to Day-to-Day Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between \_\_\_\_\_ for the County and \_\_\_\_\_ for the Service Provider.

### **B. 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 Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia 30680

**NOTICE TO THE SERVICE PROVIDER** shall be sent to:

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Future changes in address shall be effective only upon written notice being given by the County to Service Provider or by Service Provider to County Manager via one of the delivery methods described in this Section.

### **XIII. WAIVER OF AGREEMENT**

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Service Provider with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Service Provider with the terms and conditions of this Agreement.

### **XIV. 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.

### **XV. SOVEREIGN IMMUNITY**

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

### **XVI. FORCE MAJEURE**

Neither the County nor Service Provider shall be liable for their respective non-negligent

or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Service Provider; (f) delay or failure to act by any governmental or military authority; or (g) 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.

**IN WITNESS WHEREOF** the County and the Service Provider have executed this Agreement effective as of the date the last Party executes this Agreement.

Approved as to form:

---

County Attorney

**SERVICE PROVIDER:**

---

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

---

Witness

---

Notary Public

[NOTARY SEAL]

My Commission Expires:

**BARROW COUNTY**

By: \_\_\_\_\_  
Pat Graham, Chairman

[COUNTY SEAL]

Attest:

---

Abril Olivas, Clerk

**Exhibit A**

**Request for Proposals**

**EXHIBIT B**  
**SERVICE PROVIDER'S PROPOSAL**

## **EXHIBIT C**

### **STATE OF GEORGIA COUNTY OF BARROW**

#### **CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

---

Federal Work Authorization User  
Identification Number

---

Date of Authorization

---

Name of Contractor

---

Name of Project

---

Name of Public Employer

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

---

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  
\_\_\_\_\_, 202\_\_.

---

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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## **EXHIBIT D**

**STATE OF GEORGIA  
COUNTY OF BARROW**

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

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

---

Federal Work Authorization User  
Identification Number

---

Date of Authorization

---

Name of Subcontractor

---

Name of Project

---

Name of Public Employer

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

---

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  
\_\_\_\_\_, 202\_\_.

---

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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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 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 include 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.

(I) **“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 an 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 at 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 affidavits(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 within 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