



BARROW COUNTY
Georgia

To: All Vendors

From: Cindy Clack

Date: October 19, 2016

Re: RFB2017-2 -- FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM
(PROJECT #SR044)

RFB2017-2 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. ***All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure your awareness of any updates.***

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

Thank you.



BARROW COUNTY
Georgia

**REQUEST FOR BIDS
RFB2017-2**

**FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM
SAFETY PROGRAM
(PROJECT #SR044)**

**BARROW COUNTY, GEORGIA
OCTOBER 19, 2016**

DATE OF OPENING: NOVEMBER 17, 2016

REQUEST FOR BIDS
RFB2017-2
FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM
(PROJECT #SR044)
BARROW COUNTY, GEORGIA

Date: November 19, 2016

PURPOSE:

The purposes of this request are: 1) to provide interested contractors with sufficient information to enable them to submit a uniform bid for the County's review; and 2) to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County. This RFB is complex and requires your immediate and careful attention. *This bid shall be evaluated and governed according to the Barrow County Purchasing Policy.*

GENERAL:

Barrow County, Georgia (Owner) is in the process of securing sealed bids for the installation of roadway striping, pavement markings and solar powered flashing assemblies at various roadways throughout Barrow County. Special attention should be given to the Schedule and Conditions referenced below.

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

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

Liquidated Damages: PROJECT COMPLETION WILL BE ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE OF THE NOTICE TO PROCEED. Liquidated damages of One Hundred Fifty Dollars (\$150.00) per day will be assessed for each day after completion date until project is completed.

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

INQUIRIES: Contractors **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Officer, or employees of Barrow County Elected Officers regarding this RFB, bid evaluation, or selection process from the time the RFB is issued until the time a notification of intent to award is announced. **Questions relating to this RFB must be submitted in writing to: Cindy Clack (email: cclack@barrowga.org).** The deadline for questions related to this RFB shall be 5:00 p.m., November 9, 2016. All questions submitted in writing, in a timely manner prior to the deadline will be compiled and answered in writing. All questions submitted in writing will be addressed and posted as an Addendum on the Barrow County website (www.barrowga.org).

SEALED BID: An original (un-bound) and four copies of the bid must be submitted in a sealed envelope/package, addressed to Owner. Each sealed envelope/package containing a bid must be plainly marked on the outside as **“RFB2017-2 -- FY2016 Additional L.M.I.G. Off System Safety Program”**. If the bid is forwarded by mail, the sealed envelope/package containing the bid must be enclosed in another envelope/package to the attention of the Owner at the address previously given and also marked on the outside as **“RFB2017-2 -- FY2016 Additional L.M.I.G. Off System Safety Program”**. The Owner will not be responsible for late mail deliveries, and no bid will be accepted if received after the time as stipulated by this RFB. No bid may be withdrawn or modified in any way after the deadline for the RFB opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.**

EVENTS: Sealed bids will be accepted no later than **12:00 Noon, Thursday, November 17, 2016**. Any bid received after said time and date will not be considered by Owner. Bids will be opened in the Conference Room on the Main Floor at 30 North Broad Street at 2:00 p.m., November 17, 2016. Bids will be reviewed and a recommendation will be presented to the Barrow County Board of Commissioners within sixty (60) days of bid opening.

BIDS SHALL BE SUBMITTED TO:
Barrow County Board of Commissioners
Clerks Office
30 North Broad Street
Winder, GA 30680

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

CONSTRUCTION AGREEMENT: *All submitting contractors are required to execute the Construction Agreement included in this package to indicate the willingness to comply with all terms of the Construction Agreement and to submit the executed Construction Agreement with the bid.* Upon award of the Project to the winning contractor, the County will execute the Construction Agreement. Please be advised that the contractor's execution of the Construction Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Construction Agreement. ***Exhibits B, D, E & G to the Construction Agreement must be completed when submitting the bid.***

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

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

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

- Memo (1 Page)
- Request for Bid (5 Pages)
- Scope and Procedure (1 Page)
- Exhibit A, Work Plan (77 Pages)
- Bid Form (2 Pages)
- Bid Bond (2 Pages)
- Payment Bond (3 Pages)
- Performance Bond (3 Pages)
- Construction Agreement (34 Pages)
- Notice Of Award (1 Page)
- Notice To Proceed (1 Page)
- Barrow County Ethics Policy (30 Pages)

DELIVERABLES: The following are required in bid submittals:

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

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

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

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

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

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

WARRANTY:

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

GDOT REQUIREMENT:

Nondiscrimination: The County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or handicap/disability in consideration for an award.

RFB2017-2 FY2016 Additional L.M.I.G. Off System Safety Program (Project # SR044)

SCOPE AND PROCEDURE

The Scope and Procedure for this Project shall be the installation of the safety elements consisting of the placement of **roadway striping, pavement markings and solar powered flashing assemblies** as set forth in Exhibit A, the WORK PLAN. The Contractor shall be responsible for providing all material and labor necessary for the completion of the Project as shown in Exhibit A, the WORK PLAN and the BID FORM.

Exhibit A, the WORK PLAN sets out the scope of work for the Project.

The Contractor shall be responsible for assuring that all striping, markings and signs are installed per the current GDOT Signing & Marking and/or Manual on Uniform Traffic Control Devices (MUTCD) guidelines.

The Contractor shall be responsible for assuring that all material and labor used for this project is in compliance with current GDOT Construction Standards, Details, Specifications and Special Provisions.

Per Section 652 – Painting Traffic Stripe, of the GDOT Standard Specifications Construction of Transportation Systems, all paint items shall be reflectorized high build standard traffic line paint.

Per Section 653 – Thermoplastic Traffic Stripe, of the GDOT Standard Specifications Construction of Transportation Systems, all thermoplastic items shall be standard thermoplastic reflectorized pavement marking compound.

The Solar Powered School Flashing Assemblies shall be mounted on aluminum poles with break-a-way bases and shall include the S5-1 signs. Exact locations of assemblies to be determined by Barrow County. Refer to the road list for the school zone speed limits. Type 9 (very high intensity) fluorescent yellow green reflective sheeting to be used at top portion of the S5-1 sign. Type 9 (very high intensity) reflective sheeting background to be used for the S5-1 signs.

The Contractor shall be responsible for assuring that all Traffic Control complies with Section 150 of the current GDOT Standard Specifications Construction of Transportation Systems, The Manual on Uniform Traffic Control Devices (current edition) and/or GDOT Special Provisions and Standards & Details as they apply.

The Contractor shall comply with GA. Code Title 25, Section 9, “Georgia Utility Facility Protection Act”, CALL BEFORE YOU DIG 1-800-282-7411, prior to installation of the Solar Powered Flasher Assemblies. The exact locations of the Solar Powered Flasher Assemblies to be determined by Barrow County.

The Contractor shall work with and coordinate with the County Public Works Department for this Project. A Pre-Construction Conference shall be held for this project before any work is started by the Contractor. The Pre-Construction Conference shall include a County representative and a Contractor representative.

WORK PLAN

PROJECT # SR044

RFB 2017-2

**FY 2016 ADDITIONAL LMIG
OFF SYSTEM SAFETY PROGRAM**

**STRIPING, PAVEMENT MARKINGS & SOLAR
POWERED FLASHING ASSEMBLIES**

October 19, 2016

EXHIBIT A

WORK PLAN

BARROW COUNTY

PROJECT NO. SR 044

RFB 2017-2

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Proposed Work: Installation of Roadway Striping, Pavement Markings and Solar Powered Flashing Assemblies at various locations in Barrow County.

Note: The Local Government shall certify all necessary R/W and remove or adjust all utilities at no cost to the Contractor.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

COUNTY: BARROW

October 19, 2016

Sheet 1 of 7

Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
1	Matthews School Road (C.R. # 325)	Bill Rutledge Road	Loyd Blakley Road	0.40	20	Two (2) Solar Powered Advanced Warning School Flashing Assemblies. Work includes all materials and installations for West Side Middle School and Kennedy Elementary School. Exact location of assemblies to be determined by Barrow County. School Zone speed limit signs to be 30 m.p.h.. Aluminum Pole on break-a-way base to be used.
2	Bill Rutledge Road (C.R. #96)	Matthews School Road	0.27 mile south of Matthews School Road near school property line	0.27	20	Two (2) Solar Powered Advanced Warning School Flashing Assemblies. Work includes all materials and installations for West Side Middle School and Kennedy Elementary School. Exact location of assemblies to be determined by Barrow County. School Zone speed limit signs to be 35 m.p.h.. Aluminum Pole on break-a-way base to be used.
3	Freeman Brock Road (C.R. # 59)	Dee Kennedy Road	0.34 mile south of Dee Kennedy Road near school property line	0.34	20	Two (2) Solar Powered Advanced Warning School Flashing Assemblies. Work includes all materials and installations for Bramlett Elementary School. Exact location of assemblies to be determined by Barrow County. School Zone speed limit signs to be 25 m.p.h.. Aluminum Pole on break-a-way base to be used.
4	Holsenbeck School Road (C.R. # 240)	State Route 11, north	0.32 mile south of SR 11 near school property line	0.32	20	Two (2) Solar Powered Advanced Warning School Flashing Assemblies. Work includes all materials and installations for Holsenbeck Elementary School. Exact location of assemblies to be determined by Barrow County. School Zone speed limit signs to be 30 m.p.h.. Aluminum Pole on break-a-way base to be used.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

F = Surface Treated (tar & gravel)

I = Plant Mixed Asphalt

COUNTY: BARROW

October 19, 2016

Sheet 2 of 7

Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
5	Bowman Mill Road (C.R. # 267)	State Route 82	0.13 mile north of State Route 82	0.13	20, I	Three (3) sets of Thermoplastic Rumblestrips and (1) One Thermoplastic "STOP AHEAD" word pavement message.
6	Bowman Mill Road (C.R. # 139)	State Route 82	0.13 mile south of State Route 82	0.13	20, I	Three (3) sets of Thermoplastic Rumblestrips and (1) One Thermoplastic "STOP AHEAD" word pavement message
7	Bowman Mill Road (C.R. # 267)	State Route 82	State Route 211	2.56	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint . Also include five (5) Thermoplastic Stop Bars at Pleasant Hill Church Road & subdivision entrances, three (3) Thermoplastic "STOP AHEAD" word pavement messages and six (6) Thermoplastic Type 2 Arrows at subdivision decel lanes.
8	Dunahoo Road (C.R. # 238)	State Route 82	State Route 211	2.10	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, four (4) Thermoplastic Stop Bars at subdivision entrances , two (2) Thermoplastic Type 2 Arrows at subdivision decel lane. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

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COUNTY: BARROW

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Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
9	Pickle Simon Road (C.R. # 180)	Atlanta Highway	State Route 82	1.35	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages , two (2) Thermoplastic RR Symbols, five (5) Thermoplastic Stop Bars and six (6) Thermoplastic Type 2 Arrows at decel lanes.
10	Finch Road (C.R. # 225)	Double Bridges Road	State Route 211	2.40	18.5, I	Centerline Only Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages and one (1) Thermoplastic Stop Bar.
11	Rat Kinney Road (C.R. # 205)	Statham City Limits	Jackson County Line	2.47	19, I	Centerline Only Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include four (4) Thermoplastic Stop Bars at subdivision entrances, eight (8) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.
12	Smith Mill Road (C.R. # 416/1298)	Bethlehem City Limits	State Route 53 south	3.65	22, I	Centerline and Edgelines Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include one (1) Thermoplastic "STOP AHEAD" word pavement message. Also include five (5) Thermoplastic Stop Bars at subdivision entrances, ten (10) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.
13	Bethlehem Church Road (C.R. # 127)	State Route 11, south	McElhannon Road	0.30	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages and one (1) Thermoplastic Stop Bar.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

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COUNTY: BARROW

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Sheet 4 of 7

Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
14	McElhannon Road (C.R. # 125)	State Route 11, south	Arch Tanner Road	1.14	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, three (3) Thermoplastic Stop Bars, two (2) Thermoplastic Type-3A "SCHOOL" word pavement messages and six (6) Thermoplastic Type 2 turn arrows.
15	Arch Tanner Road (C.R. # 124)	McElhannon Road	Carl- Bethlehem Road	1.44	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include one (1) Thermoplastic "STOP AHEAD" word pavement messages and one (1) Thermoplastic Stop Bar.
16	Treadwell Road (C.R. # 109)	Punkin Junction Road	Harry McCarty Road	0.75	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, four (4) Thermoplastic Stop Bars, two (2) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.
17	Punkin Junction Road (C.R. # 106)	State Route 81	State Route 11, south	1.88	21, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two(2) Thermoplastic "STOP AHEAD" word pavement messages and five (5) Thermoplastic Stop Bars, six (6) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

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COUNTY: BARROW

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Sheet 5 of 7

Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
18	Harry McCarty Road (C.R. # 110)	State Route 11, south	State Route 316	1.21	21, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, two (2) Thermoplastic Stop Bars, two (2) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrance.
19	Rockwell Church Road (C.R. # 4)	State Route 211, north	Michael Drive	1.92	21, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic Type-3A "SCHOOL" word pavement messages, five (5) Thermoplastic Stop Bars, Fifteen (15) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances. Also include 200 S.Y. of yellow gore/hatch near SR 211.
20	Boss Hardy Road (C.R. # 42)	County Line-Auburn Road	Old Hog Mountain Road	2.54	20, I	Centerline and Edgelines Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, five (5) Thermoplastic Stop Bars. six (6) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.
21	Victron Drive (C.R. # 56)	Old Hog Mountain Road	Dee Kennedy Road	1.15	21, F	Centerline and Edgelines Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages and two (2) Thermoplastic Stop Bars.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

COUNTY: BARROW

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Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
22	Fleeman Road (C.R. # 61)	Victron Drive	Dee Kennedy Road	1.19	21, F	Centerline and Edgelines Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages and three (3) Thermoplastic Stop Bars. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrance.
23	Old Victron School Road (C.R. # 55)	State Route 124	Old Hog Mountain Road	1.10	20, I	Centerline and Edgelines Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages and two (2) Thermoplastic Stop Bars.
24	Bee Maxey Road (C.R. # 36)	Carl-Cedar Hill Road	Dee Kennedy Road	0.80	20, I	Centerline and Edgelines Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, four (4) Thermoplastic Stop Bars and four (4) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances.
25	Bert Day Road (C.R. # 168)	Atlanta Highway	State Route 53, south	0.23	20, I	Two (2) Thermoplastic "STOP AHEAD" word pavement messages and one (1) Thermoplastic stop bar.

FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

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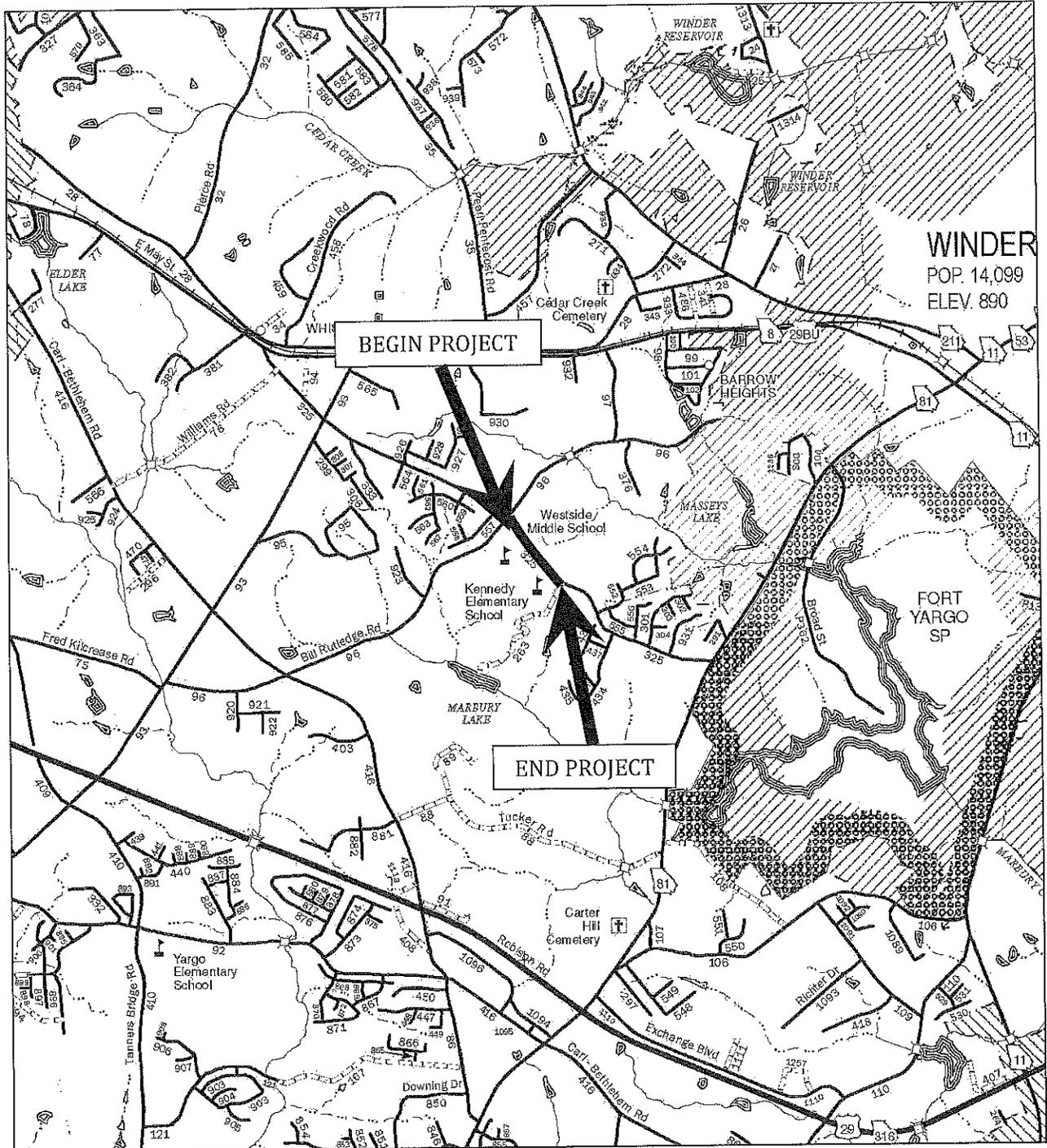
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COUNTY: BARROW

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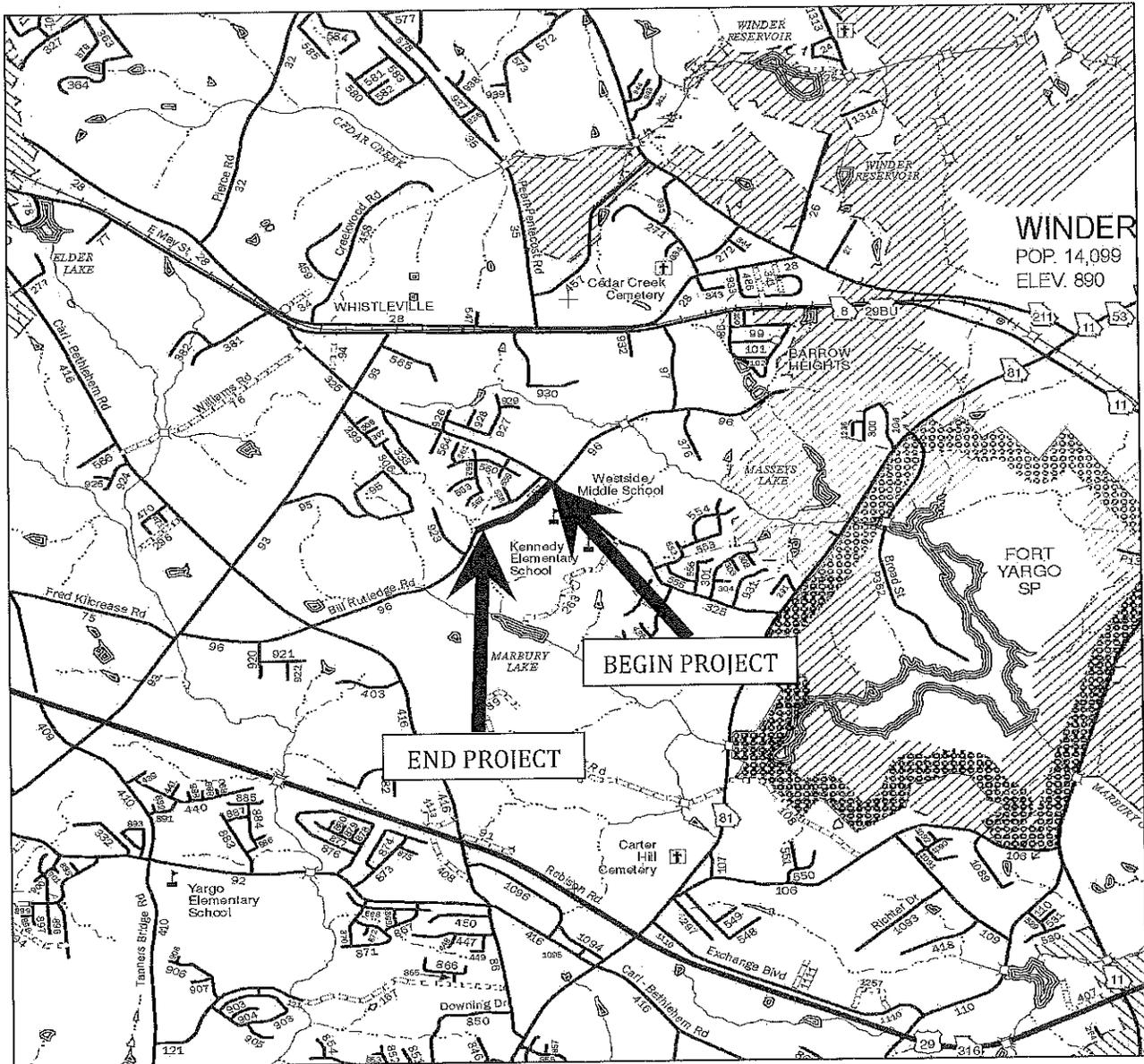
Sheet 7 of 7

Map I.D. #	ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	PAVEMENT WIDTH (Feet)	DESCRIPTION OF WORK
26	Carl-Cedar Hill Road (C.R. # 327)	State Route 8	Pearl Pentecost Road	2.42	21, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint. Also include eight (8) Thermoplastic Stop Bars and four (4) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances
27	Carl-Bethlehem Road (C.R. # 416)	Patrick Mill Road	State Route 316	1.87	22, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint . Also include three (3) Thermoplastic Stop Bars, three (3) Thermoplastic "STOP AHEAD" word pavement messages, three (3) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances. Also include 200 S.Y. of yellow gore/hatch near SR 316.
28	Fred Kilcrease Road (C.R. # 75)	Kilcrease Road	Patrick Mill Road	1.76	20, I	Centerline and Edgelines Traffic Line Re-Striping, 5" Inch, High Build Standard Paint . Also include four (4) Thermoplastic Stop Bars and four (4) Thermoplastic "STOP AHEAD" word pavement messages.
29	Kennedy-Sells Road (C.R. # 82)	Fred Kilcrease Road	Carl-Bethlehem Road	2.12	18.5, I	Centerline Only Traffic Line Re- Striping, 5" Inch, High Build Standard Paint. Also include two (2) Thermoplastic "STOP AHEAD" word pavement messages, three (3) Thermoplastic Stop Bars and two (2) Thermoplastic Type 2 Arrows at decel lanes. Also include 30' L.F. of double yellow centerline Traffic Line Re-Striping Paint at subdivision entrances



Barrow County
Map I.D. #1
Matthews School Road / CR 325
(from Bill Rutledge Rd. to Loyd Blakley Rd.)





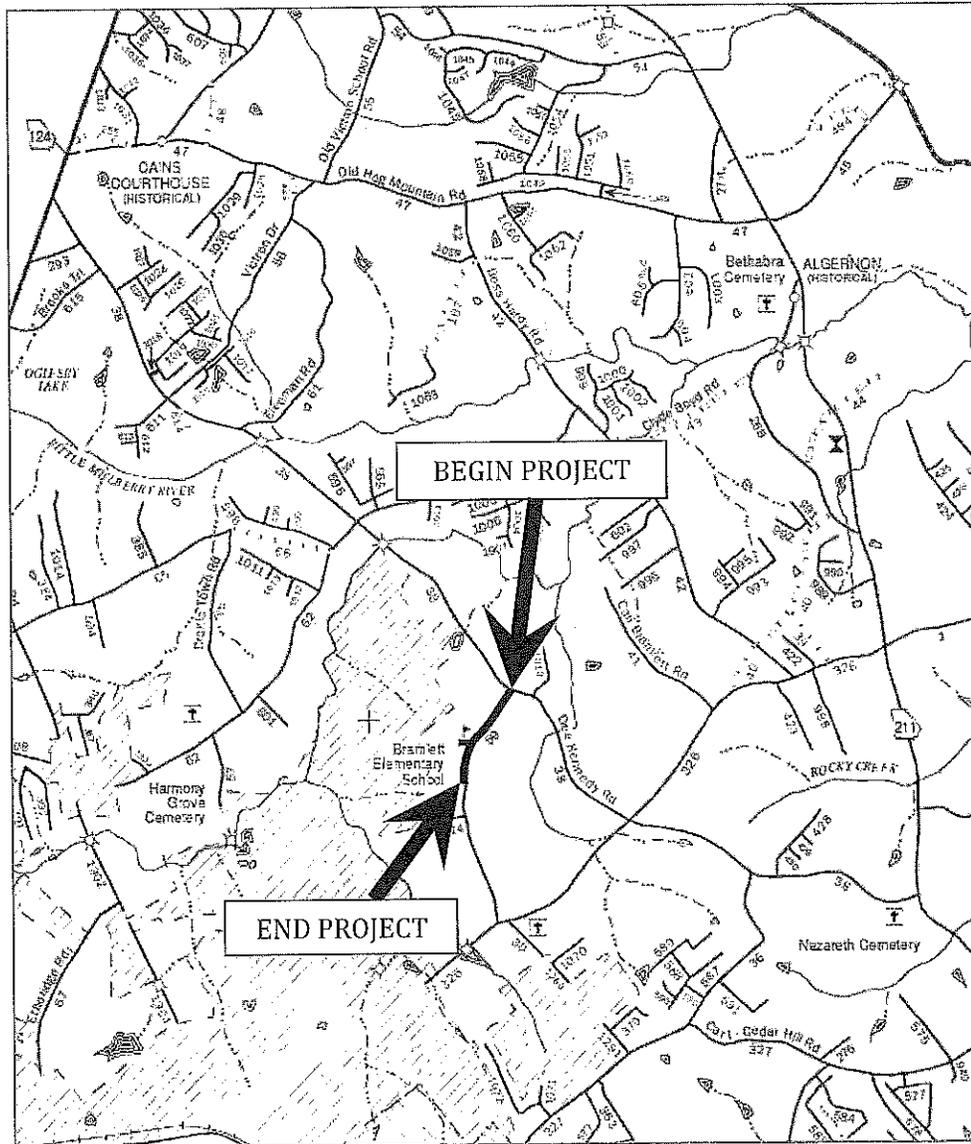
Barrow County

Map I.D. # 2

Bill Rutledge Road / CR 96

**(from Matthews School Rd. to 0.27 mile south of Matthews School Rd.
near school property line)**





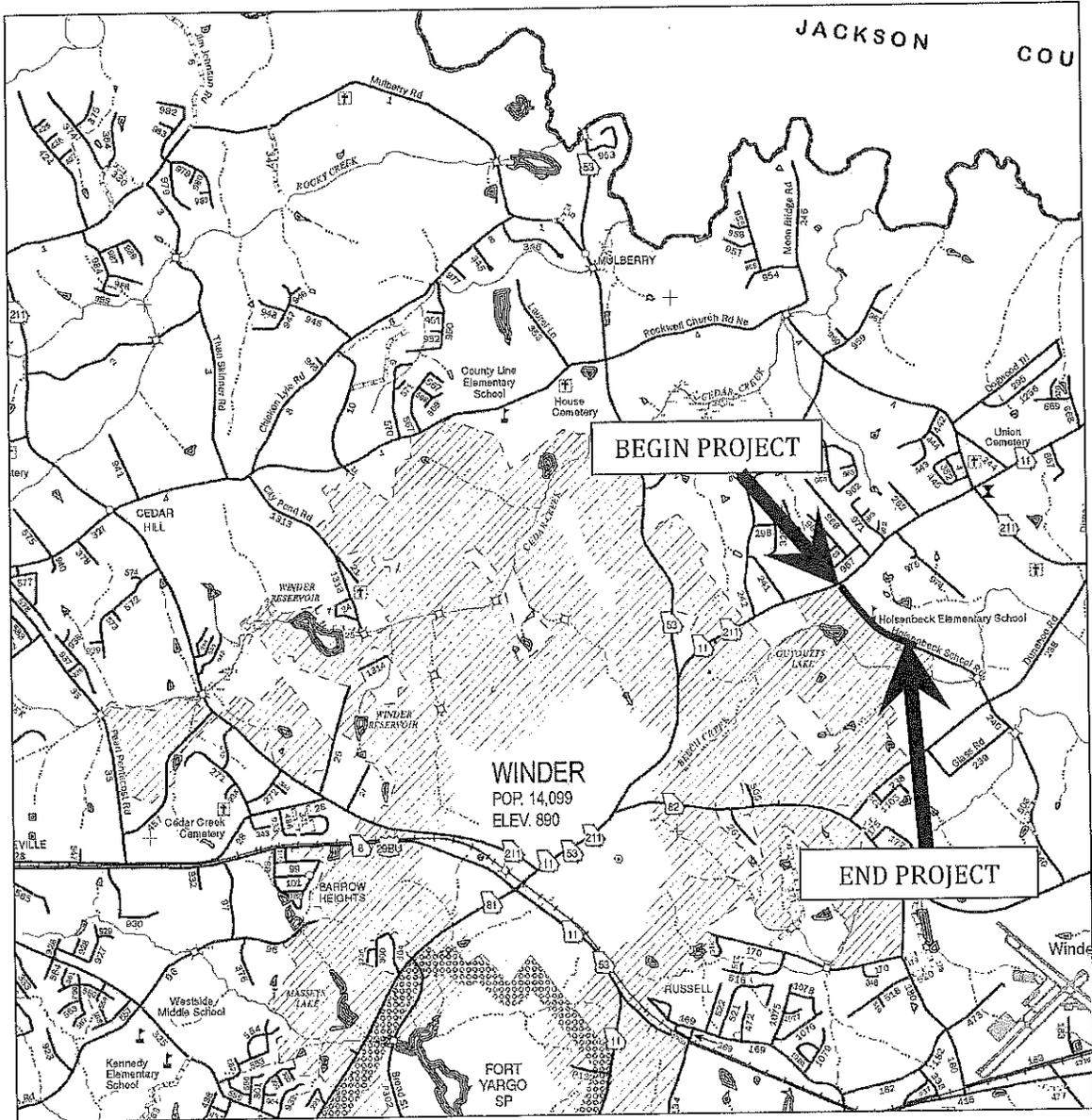
Barrow County

Map I.D. # 3

Freeman Brock Road / CR 59

(from Dee Kennedy Rd. to 0.34 mile south of Dee Kennedy Rd. near school property line)





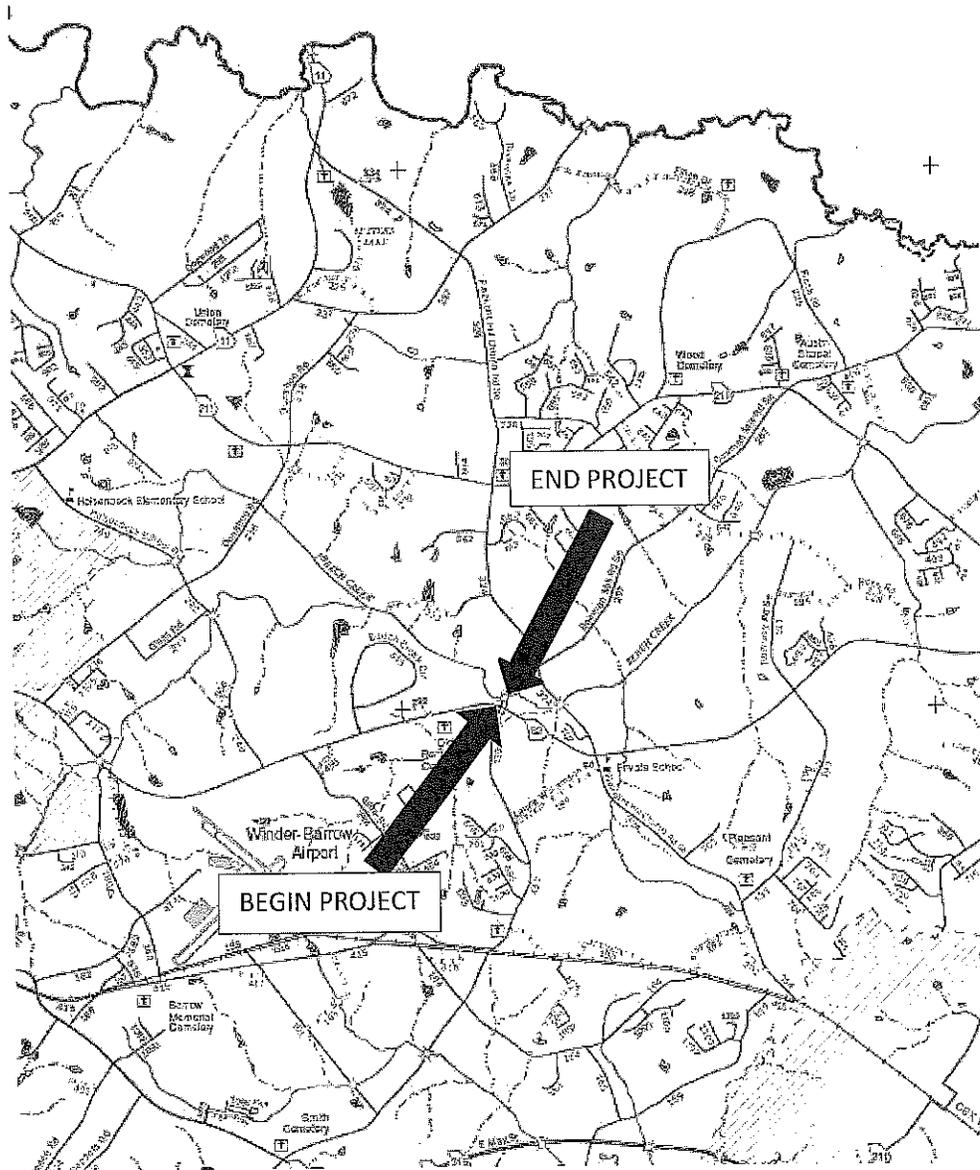
Barrow County

Map I.D. # 4

Holsenbeck School Road / CR 240

(from State Route 11, north to 0.32 mile south of State Route 11, north near school property line)





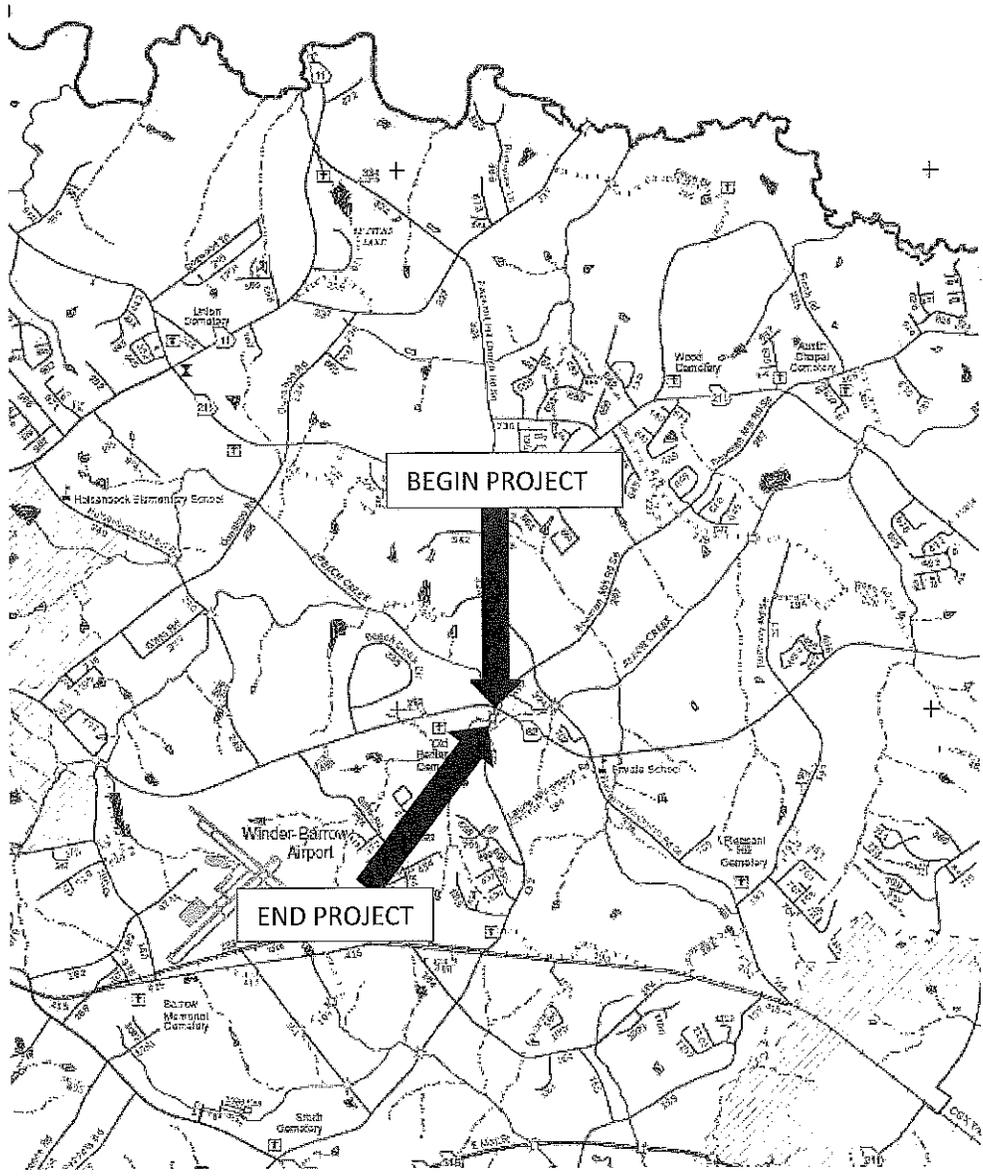
Barrow County

Map I.D. # 5

Bowman Mill Road/CR 267

(from State Route 82 to 0.13 mile north of State Route 82)





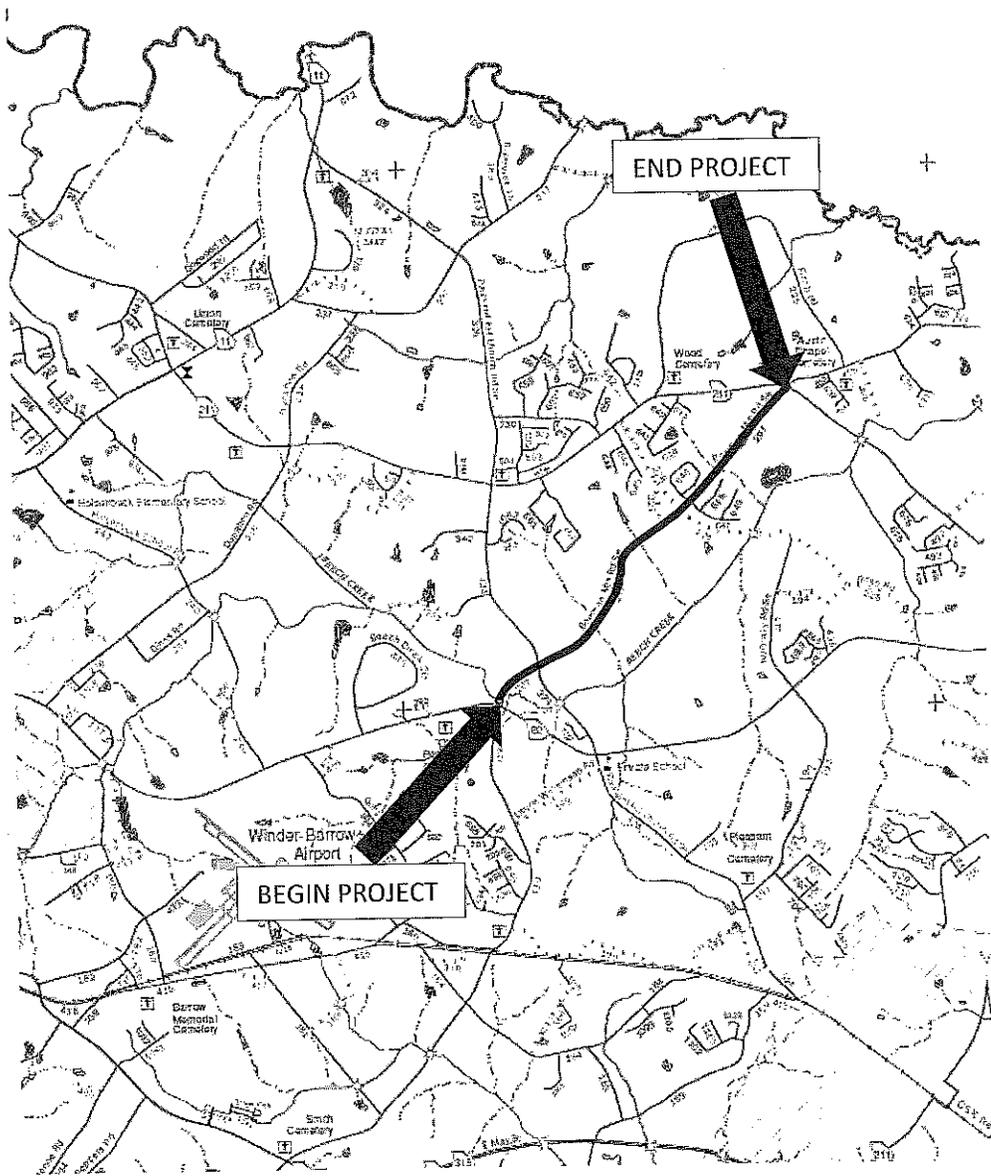
Barrow County

Map I.D. # 6

Bowman Mill Road/CR 139

(from State Route 82 to 0.13 mile south of State Route 82)





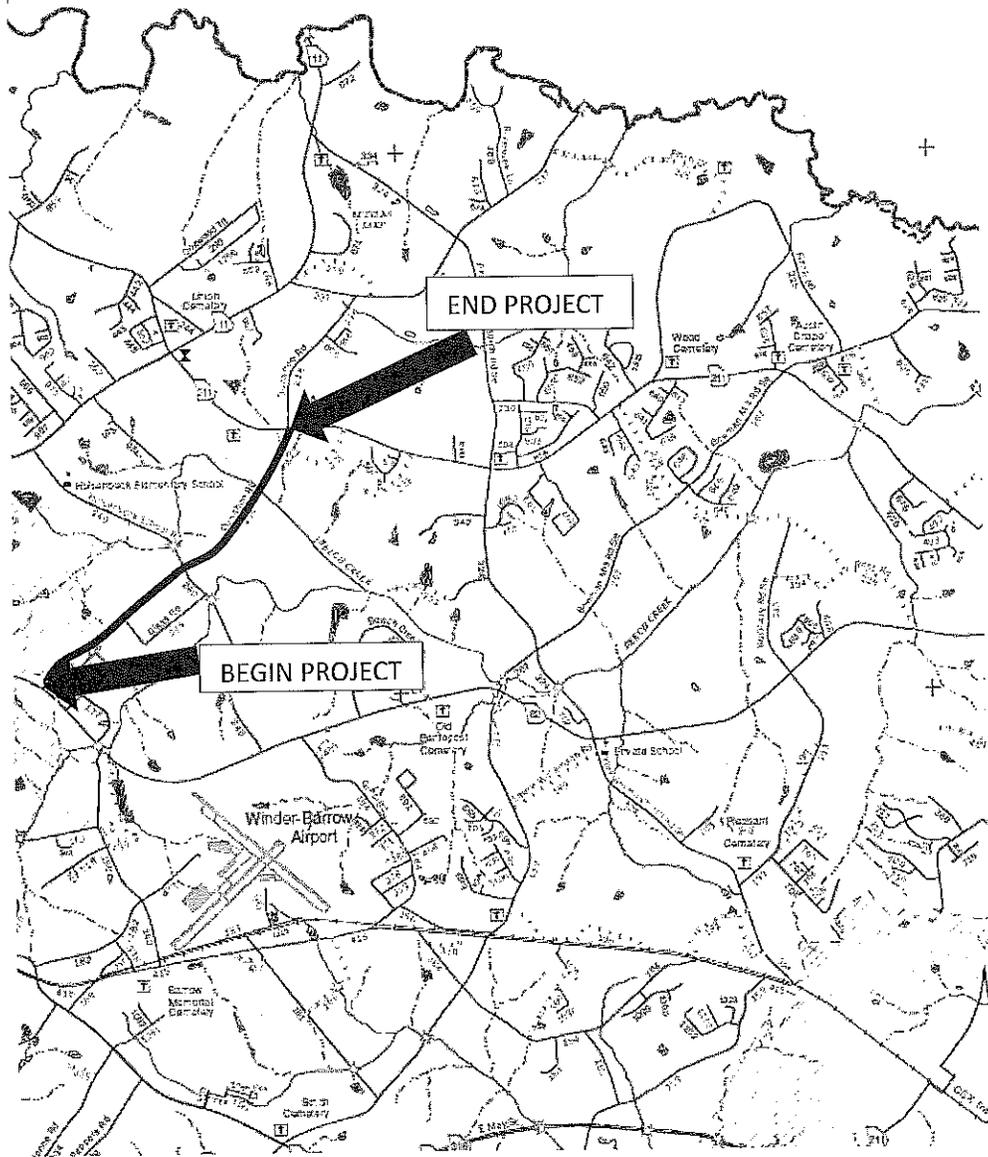
Barrow County

Map I.D. # 7

Bowman Mill Road/CR 267

(from State Route 82 to State Route 211)





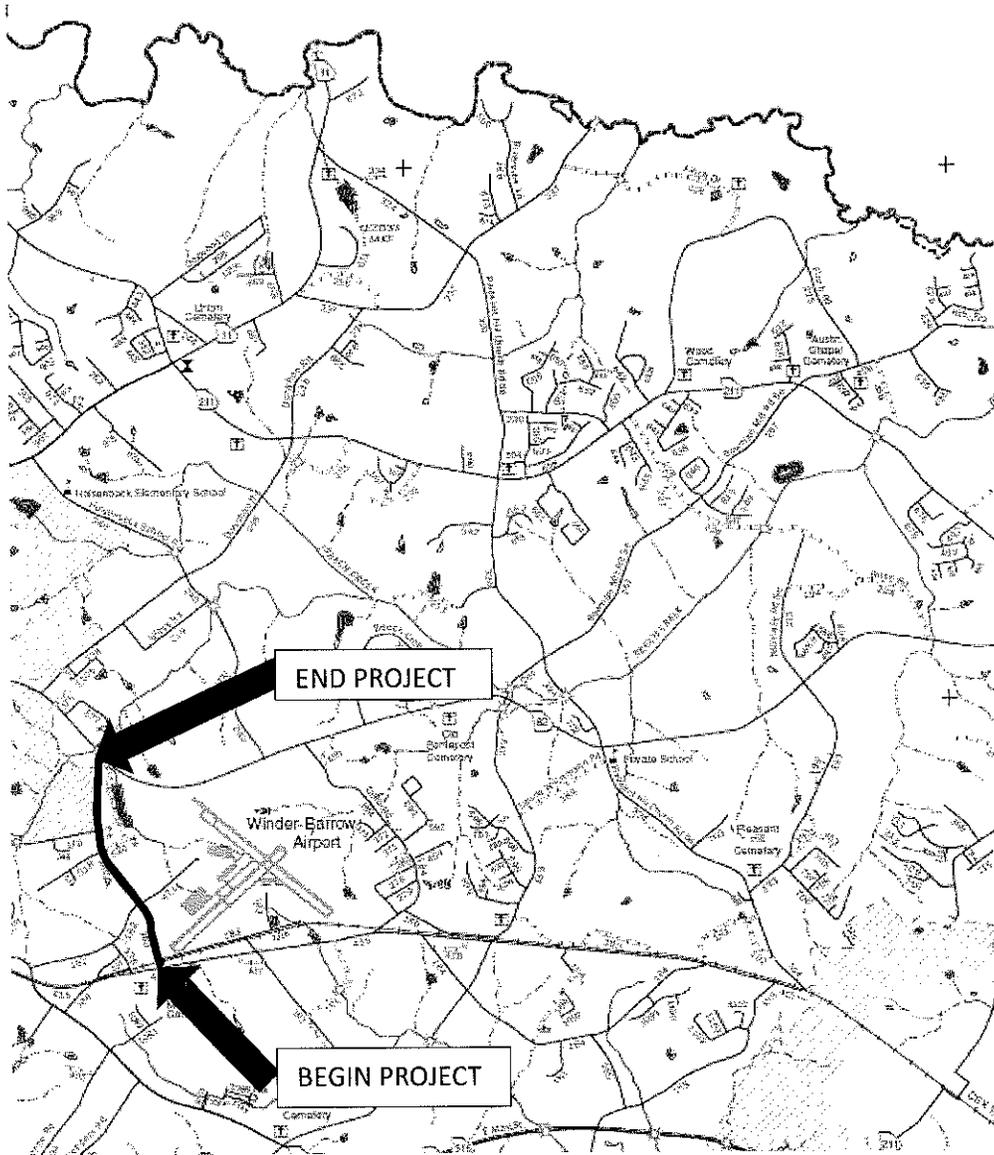
Barrow County

Map I.D. # 8

Dunahoo Road/CR 238

(from State Route 82 to State Route 211)



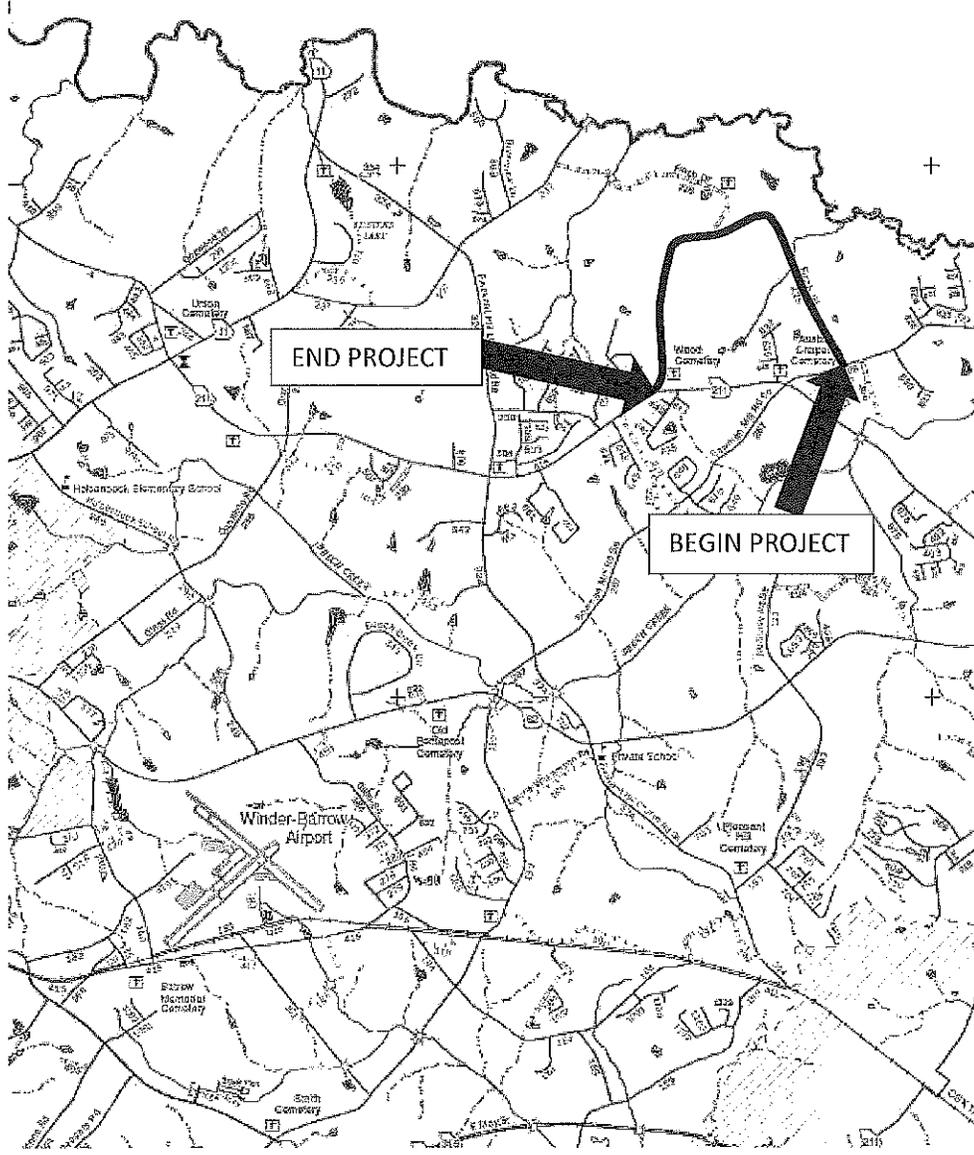


Barrow County

Map I.D. # 9

Pickle Simon Road/CR 180

(from Atlanta Highway to State Route 82)



Barrow County

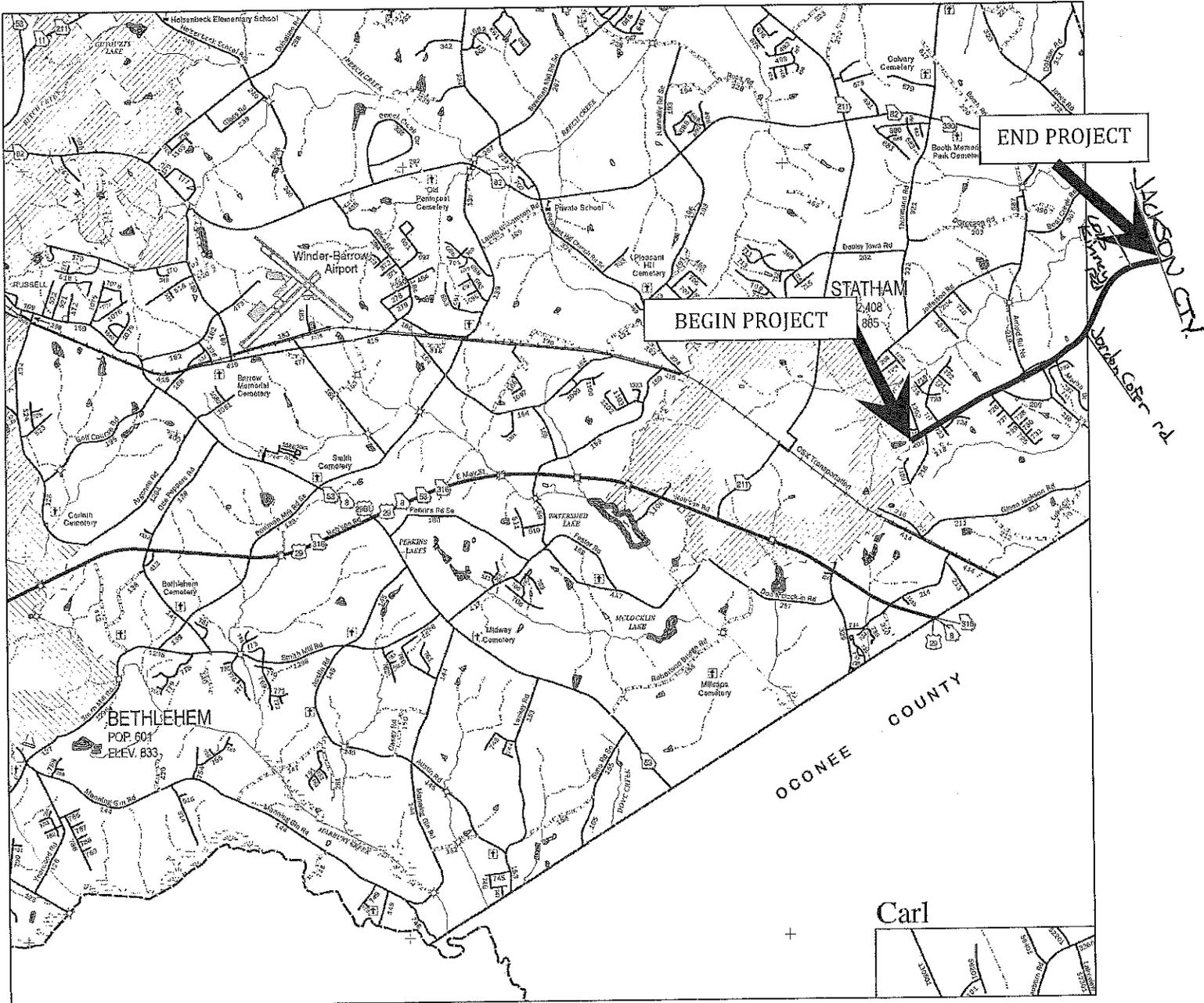
Map I.D. # 10

Finch Road/CR 225

(from Double Bridges Rd. to State Route 211)



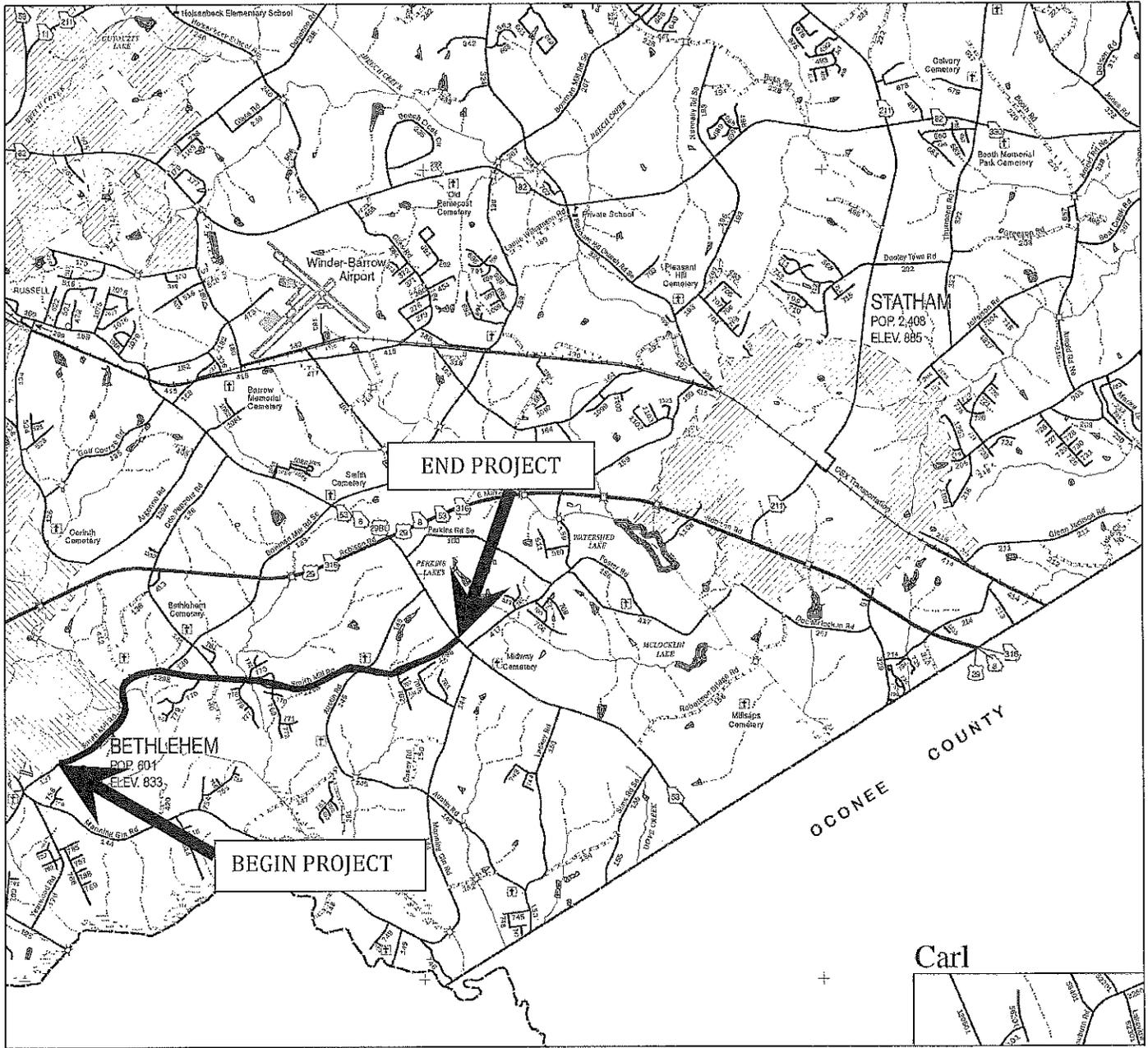
Barrow County



Map I.D. # 11

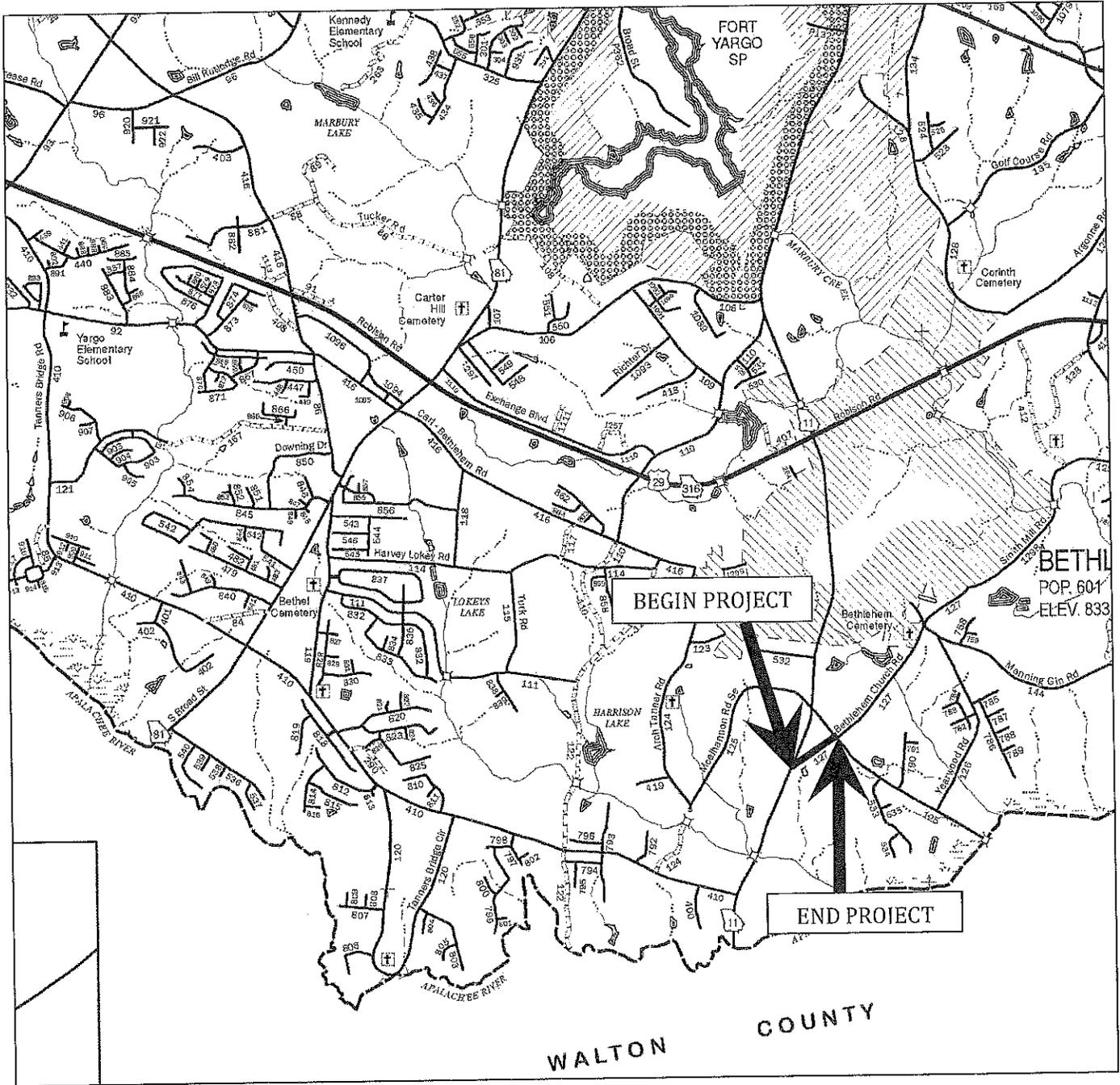
**Rat Kinney Road / CR 205
(from Statham City Limits to Jackson County Line)**





Barrow County
Map I.D. # 12
Smith Mill Road / CR 416/1298
(from Bethlehem City Limits to State Route 53, south)





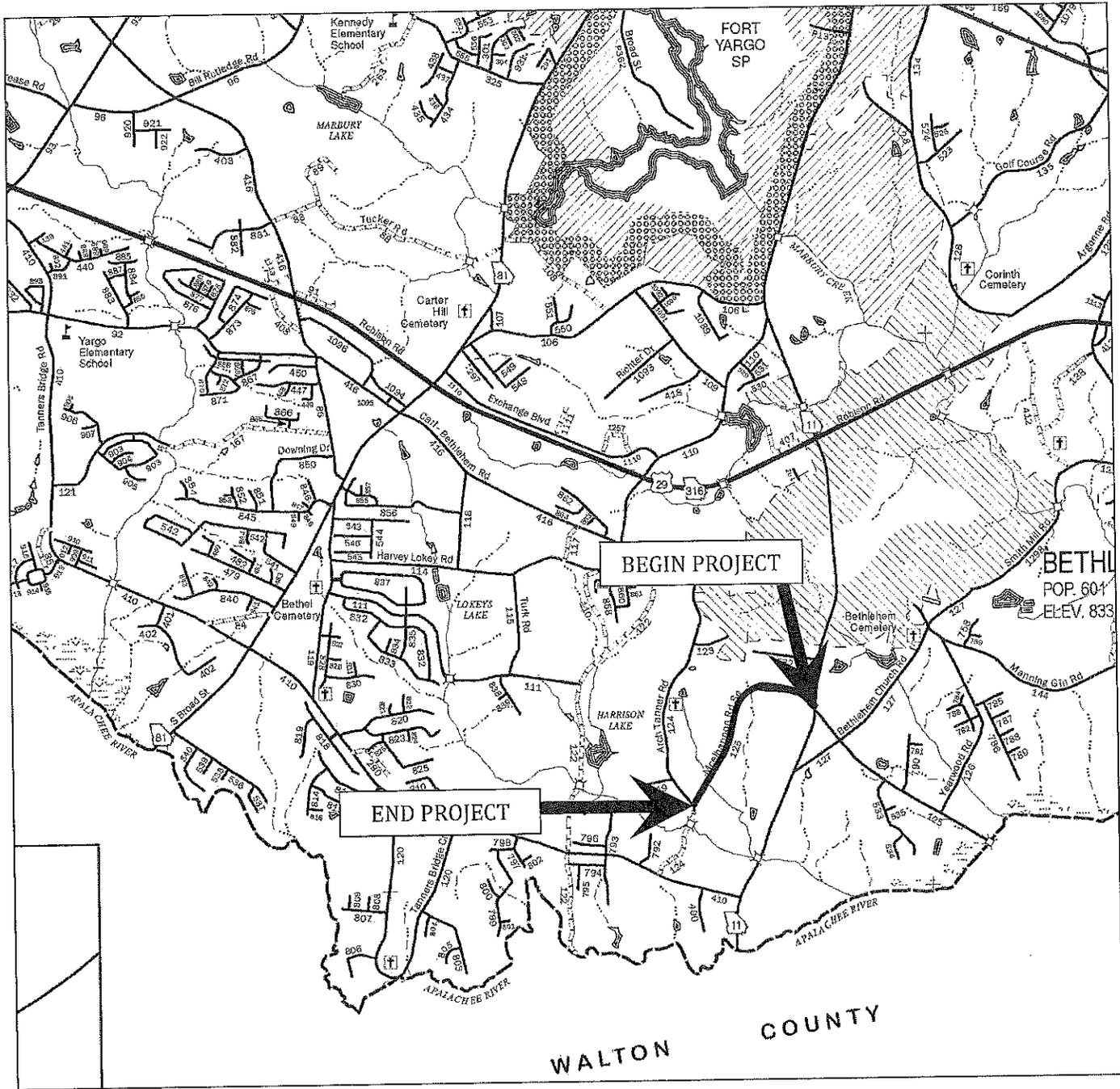
Barrow County

Map I.D. # 13

Bethlehem Church Road / CR 127

(from State Route 11, south to McElhannon Rd.)

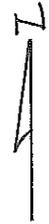


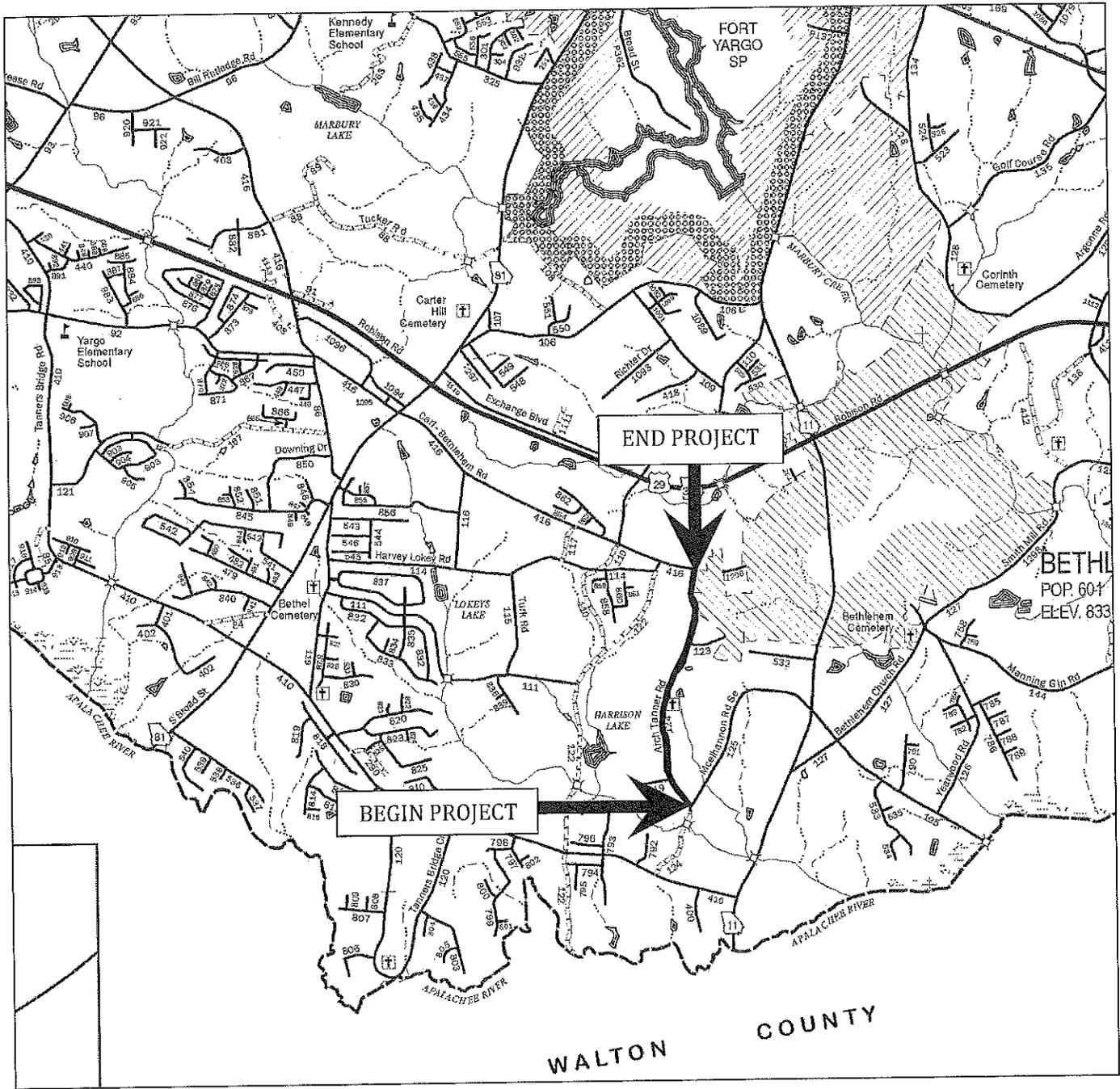


Barrow County

Map I.D. # 14

McElhannon Road / CR 125
 (from State Route 11, south to Arch Tanner Rd.)



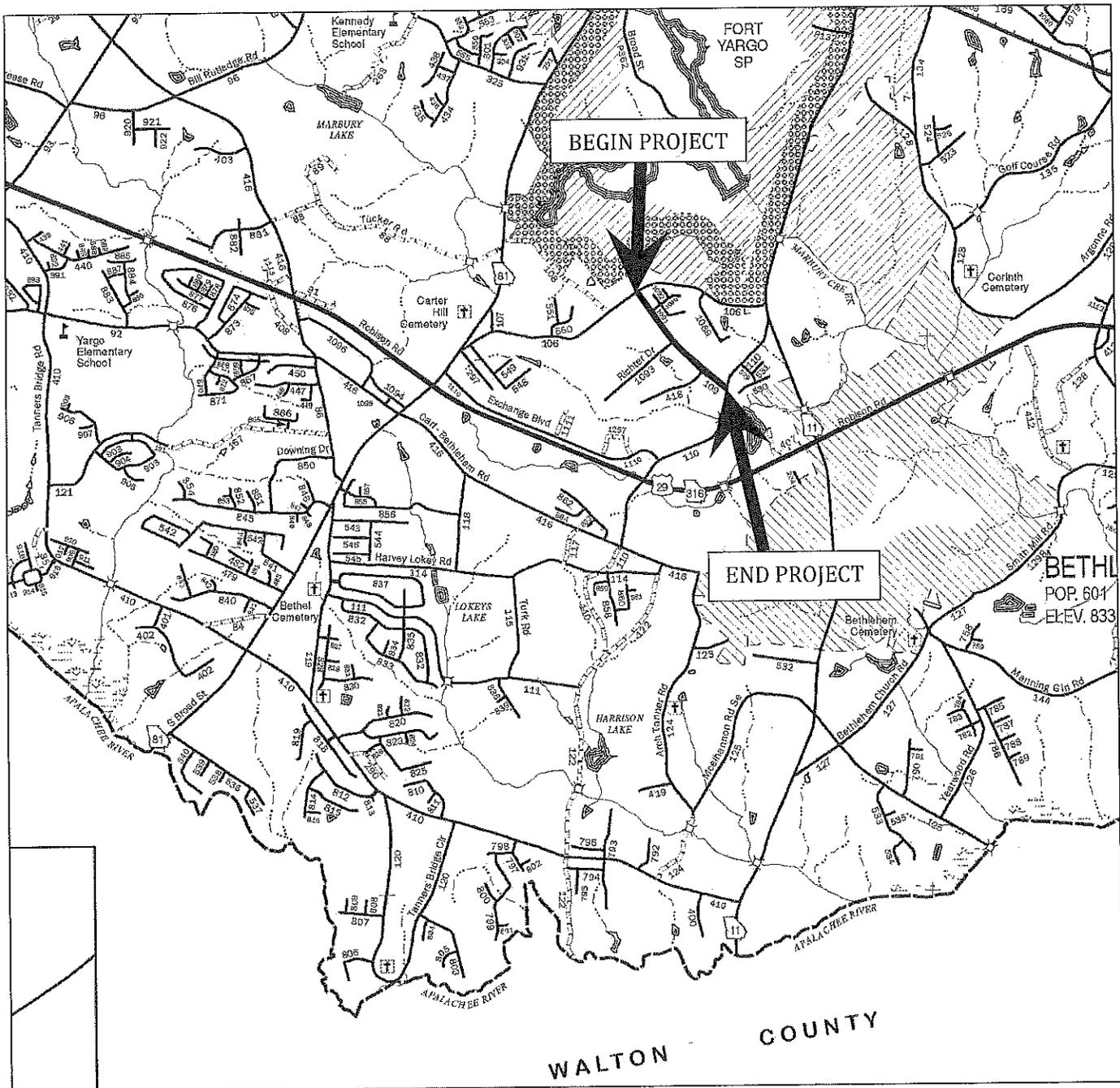


WALTON COUNTY
 Barrow County

Map I.D. # 15

Arch Tanner Road / CR 124
 (from McElhannon Rd. to Carl-Bethlehem Rd.)





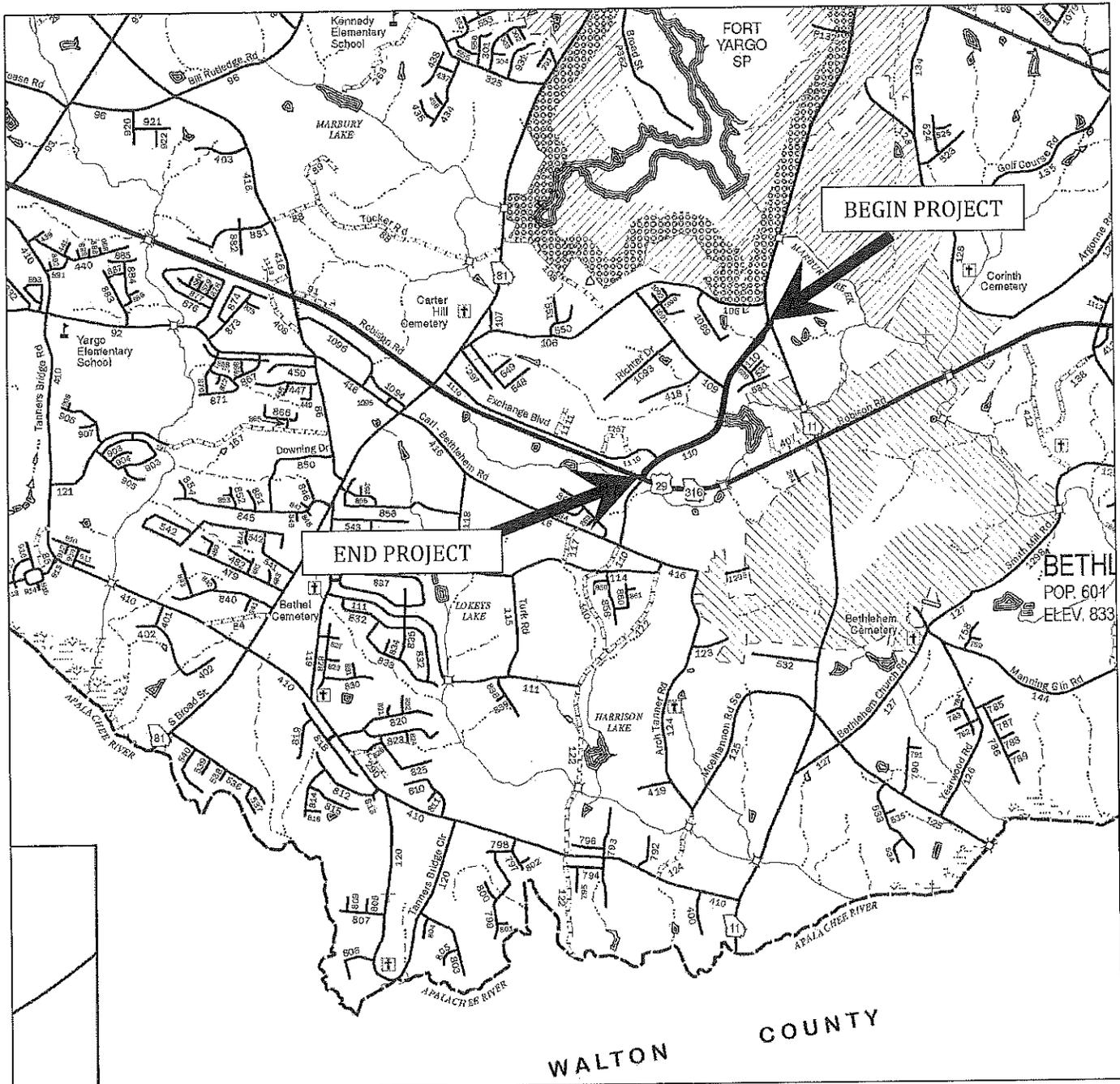
Barrow County

Map I.D. # 16

Treadwell Road / CR 109

(from Punkin Junction Rd. to Harry McCarty Rd.)





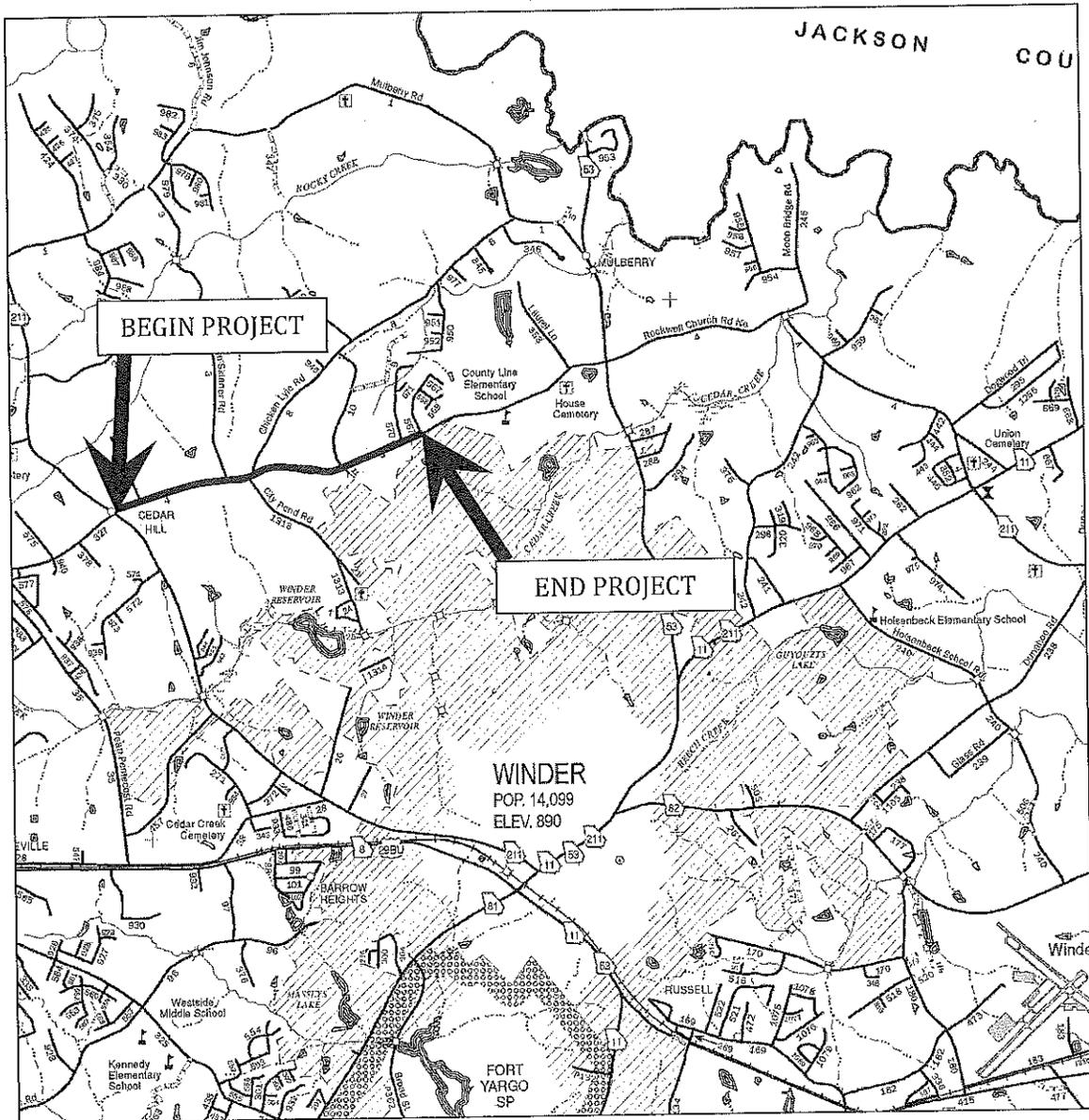
WALTON COUNTY

Barrow County

Map I.D. # 18

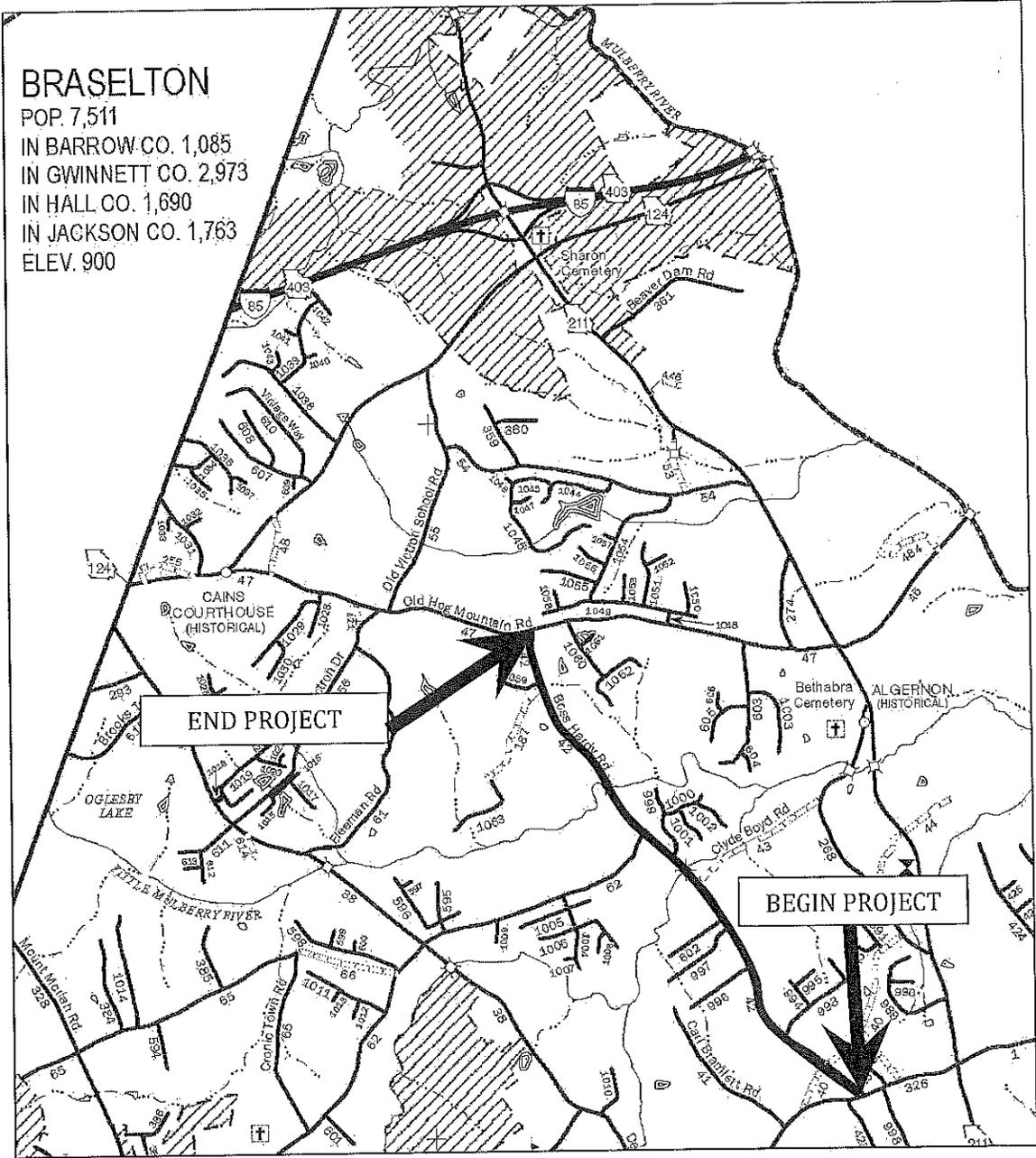
Harry McCarty Road / CR 110
 (from State Route 11, south to State Route 316)





Barrow County
Map I.D. # 19
Rockwell Church Road / CR 4
(from State Route 211, north to Michael Drive)

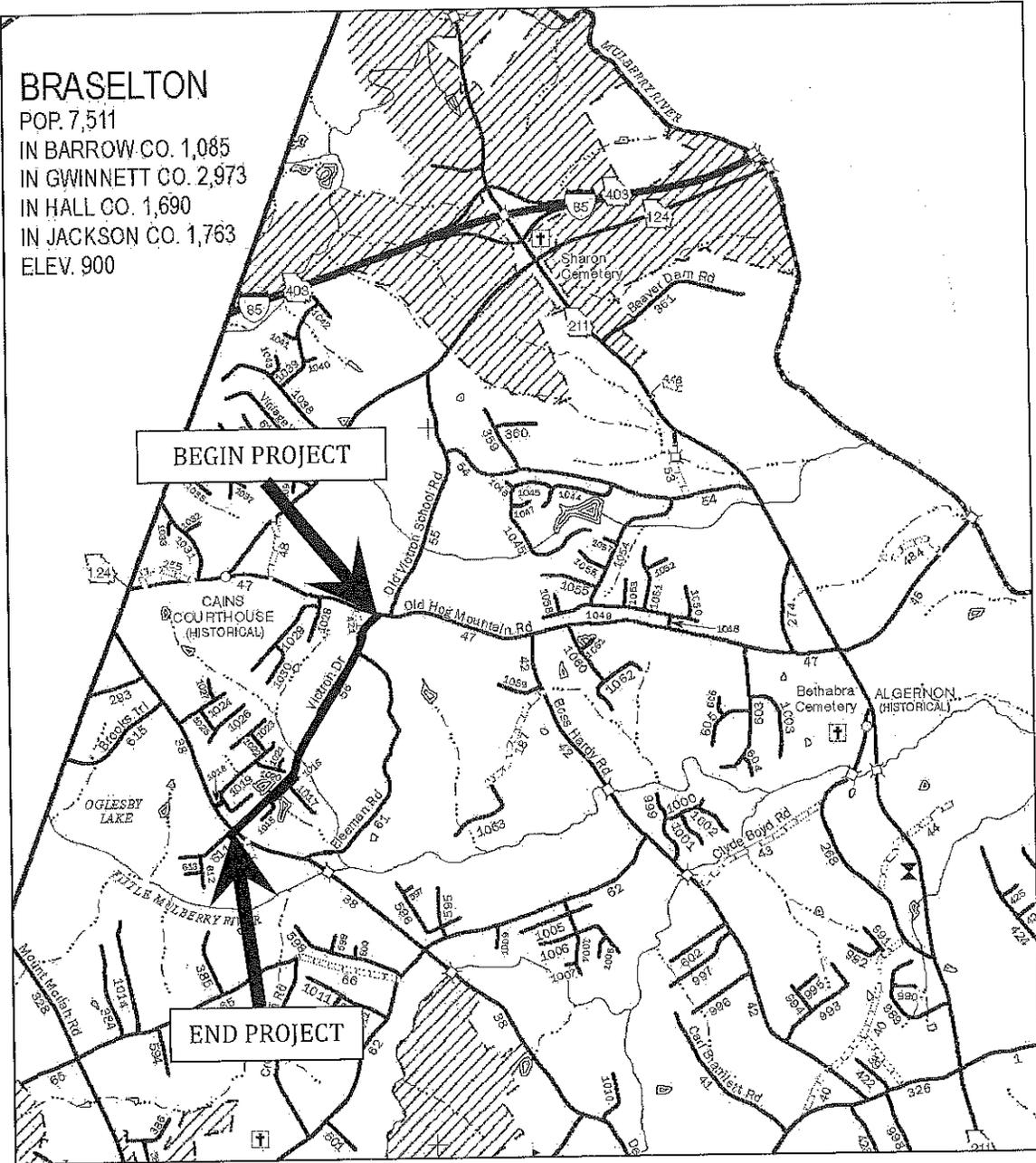




Barrow County
 Map I.D. # 20
 Boss Hardy Road / CR 42
 (from County Line-Auburn Rd. to Old Hog Mountain Rd.)

BRASELTON

POP. 7,511
IN BARROW CO. 1,085
IN GWINNETT CO. 2,973
IN HALL CO. 1,690
IN JACKSON CO. 1,763
ELEV. 900



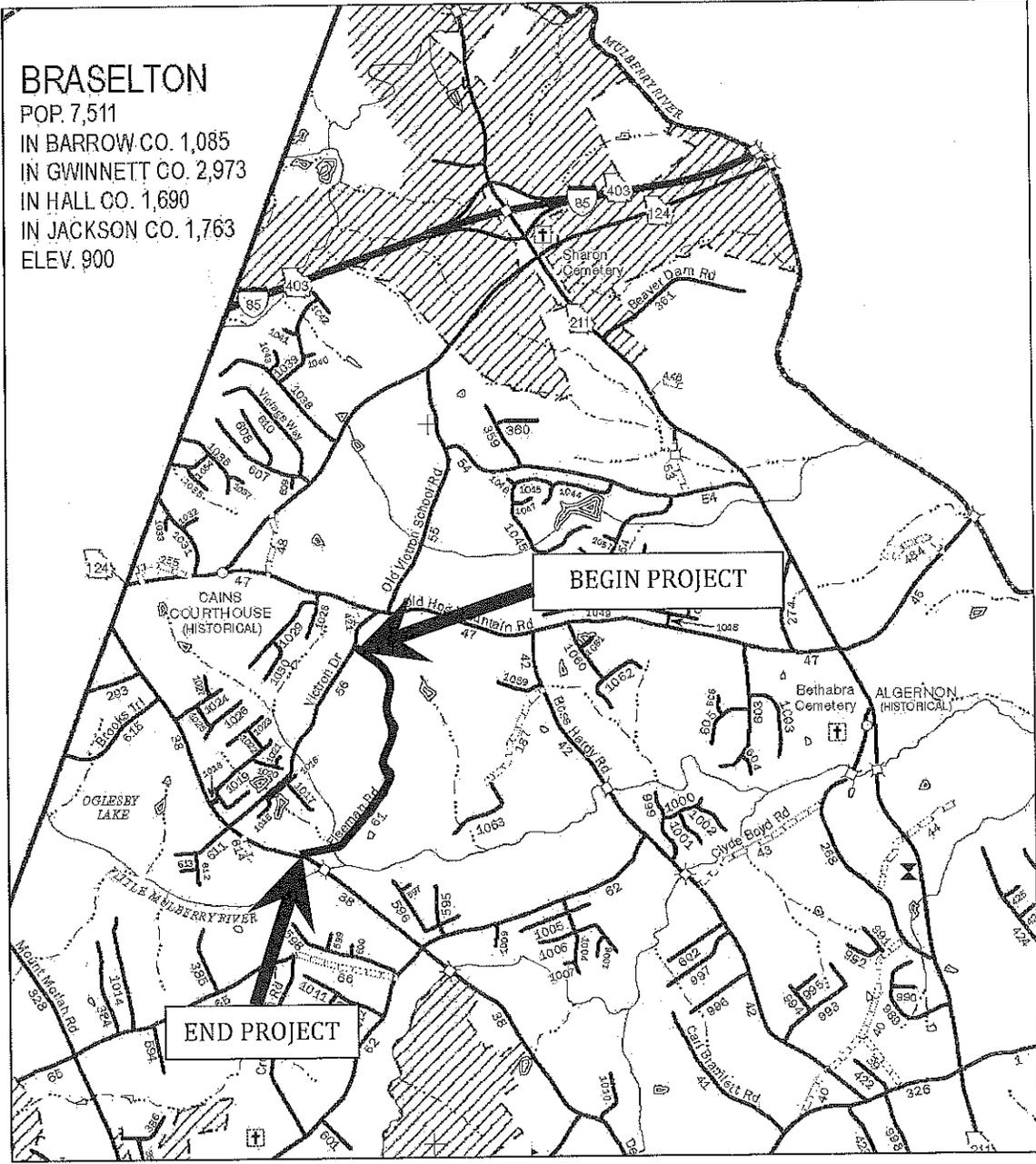
Barrow County

Map I.D. # 21

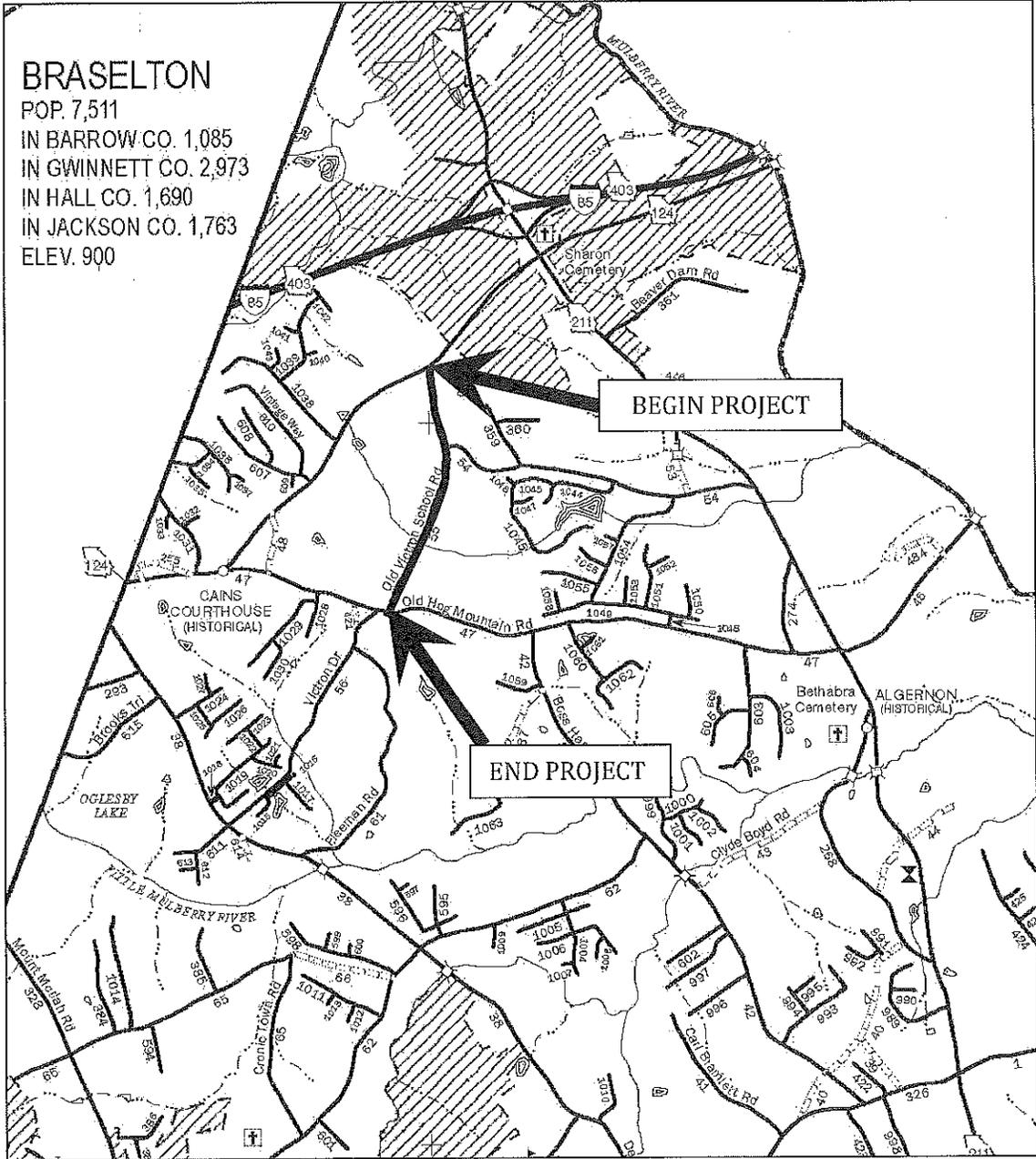
Victron Drive / CR 56

(from Old Hog Mountain Rd. to Dee Kennedy Rd.)





Barrow County
 Map I.D. # 22
 Fleeman Road / CR 61
 (from Victron Drive to Dee Kennedy Rd.)



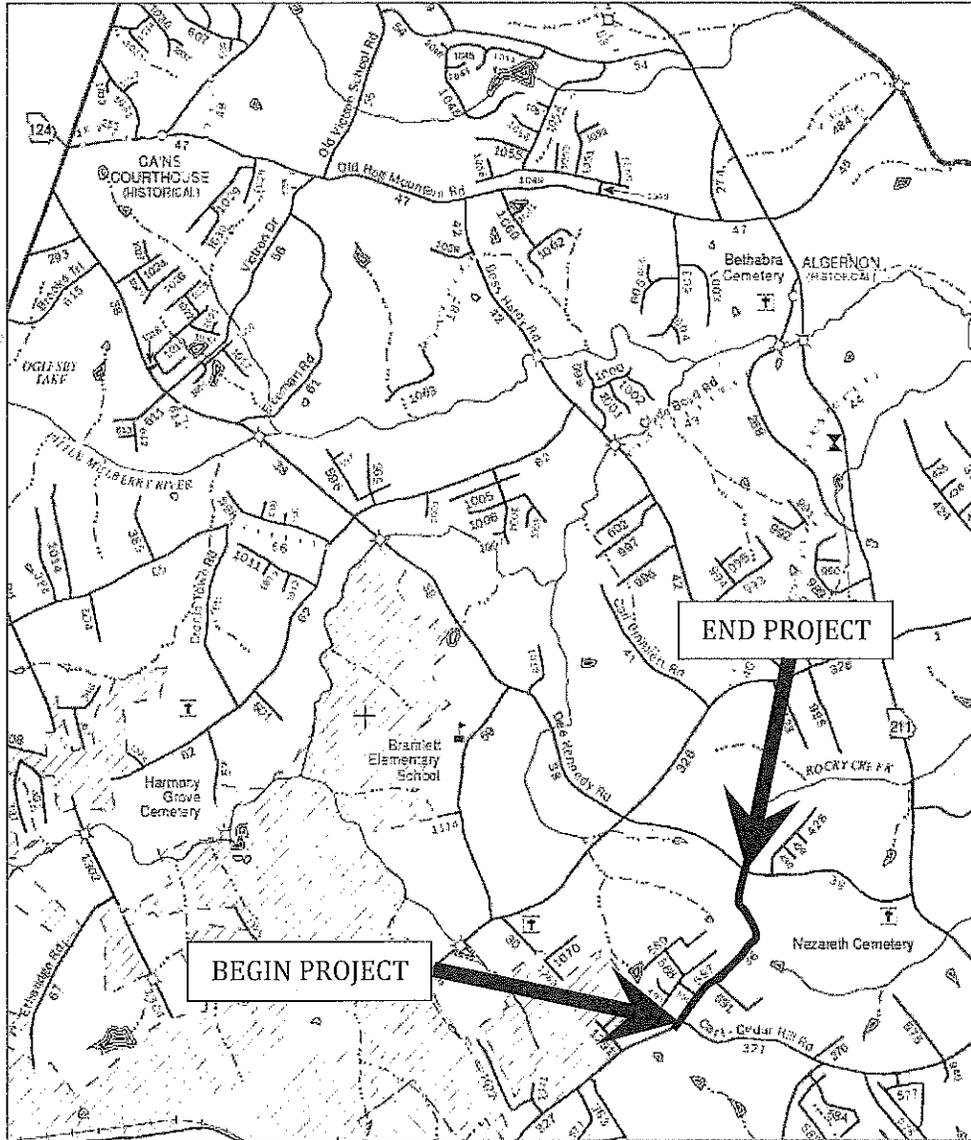
Barrow County

Map I.D. # 23

Old Victron School Road / CR 55

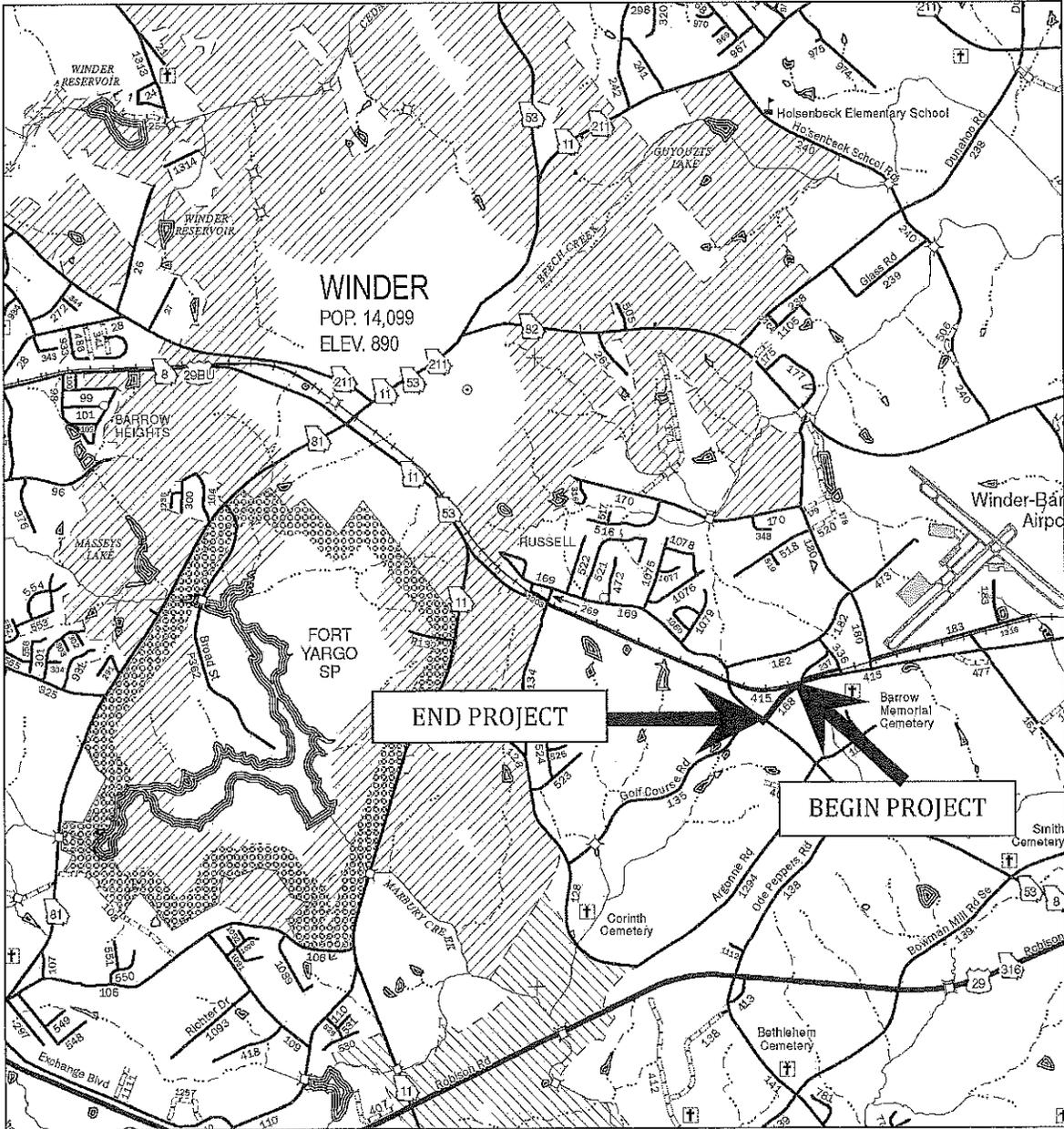
(from State Route 124 to Old Hog Mountain Rd.)





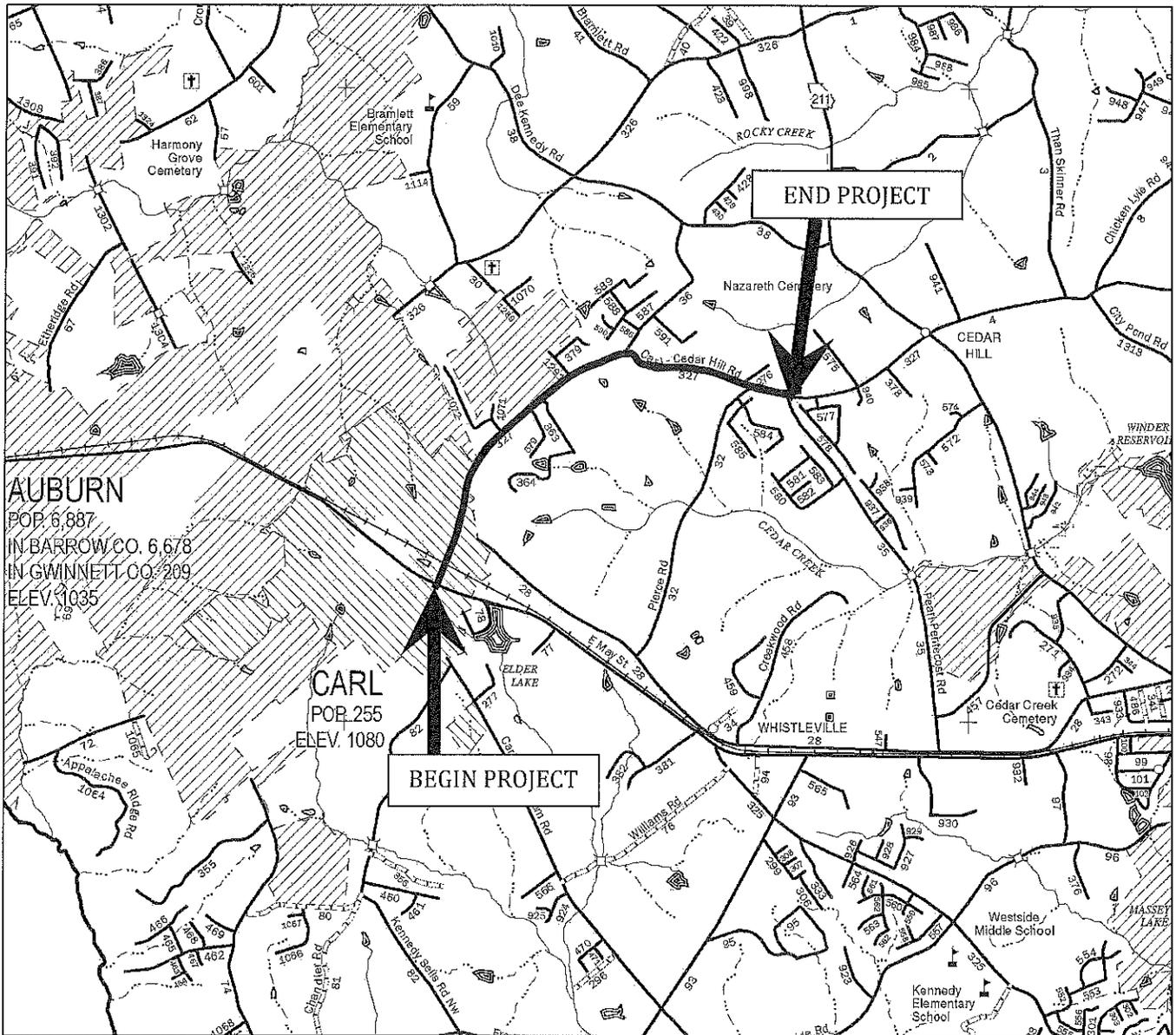
Barrow County
Map I.D. # 24
Bee Maxey Road / CR 36
(from Carl-Cedar Hill Rd. to Dee Kennedy Rd.)





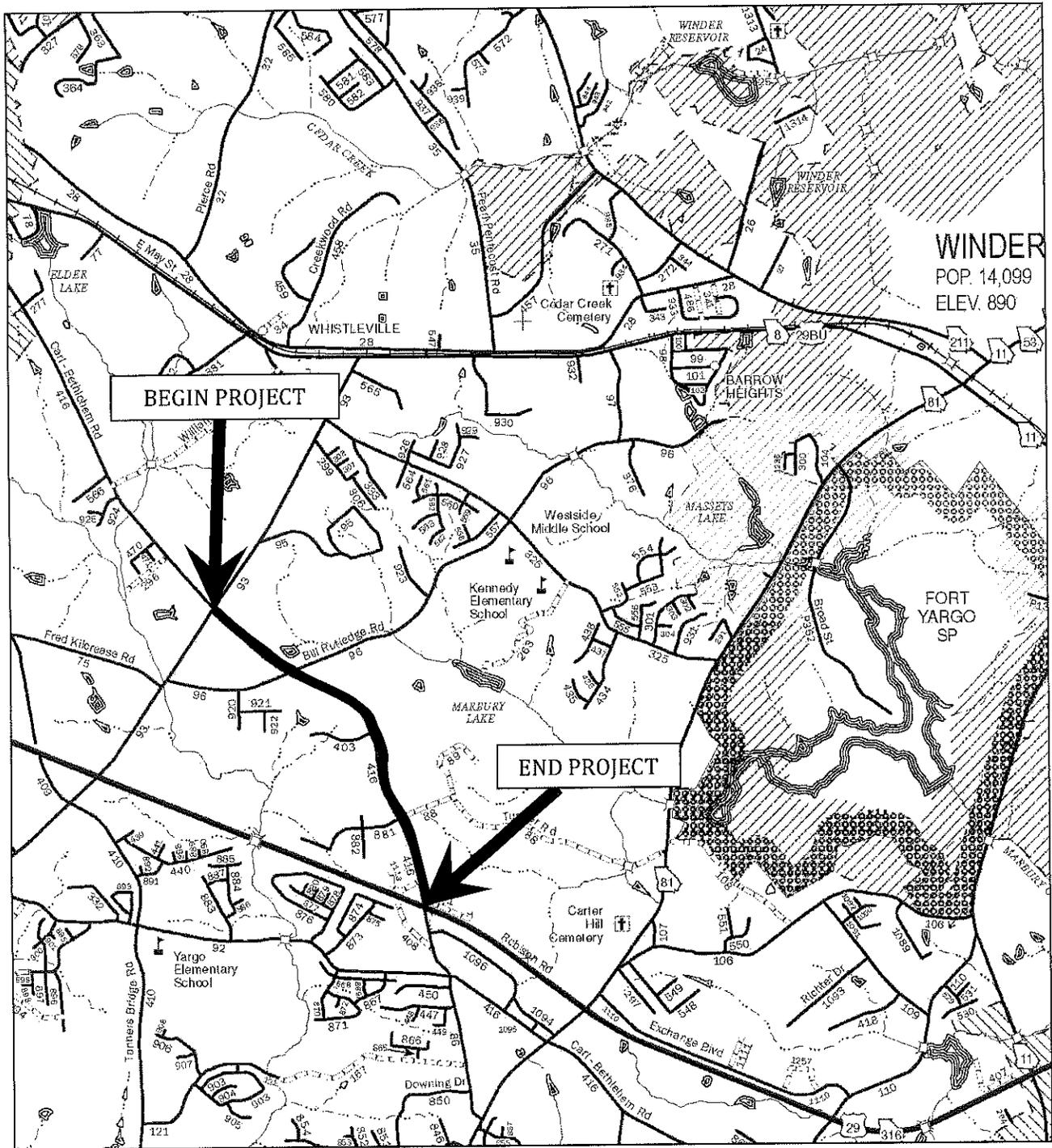
Barrow County
MAP I.D. # 25
Bert Day Road/ CR 168
(from Atlanta Hwy. to State Route 53, south)



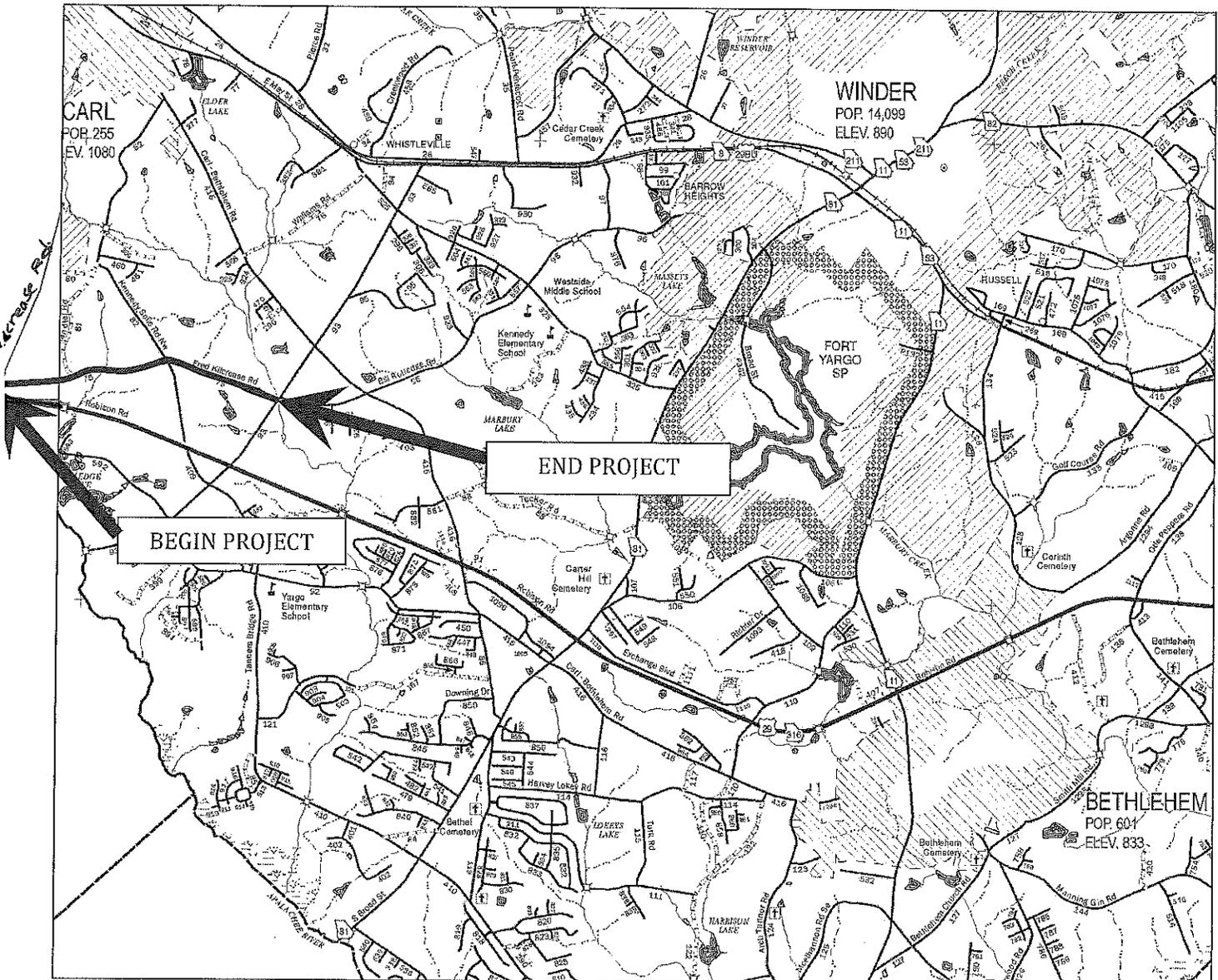


Barrow County
Map I.D. # 26
Carl-Cedar Hill Road/ CR 327
(from State Route 8 to Pearl Pentecost Rd.)



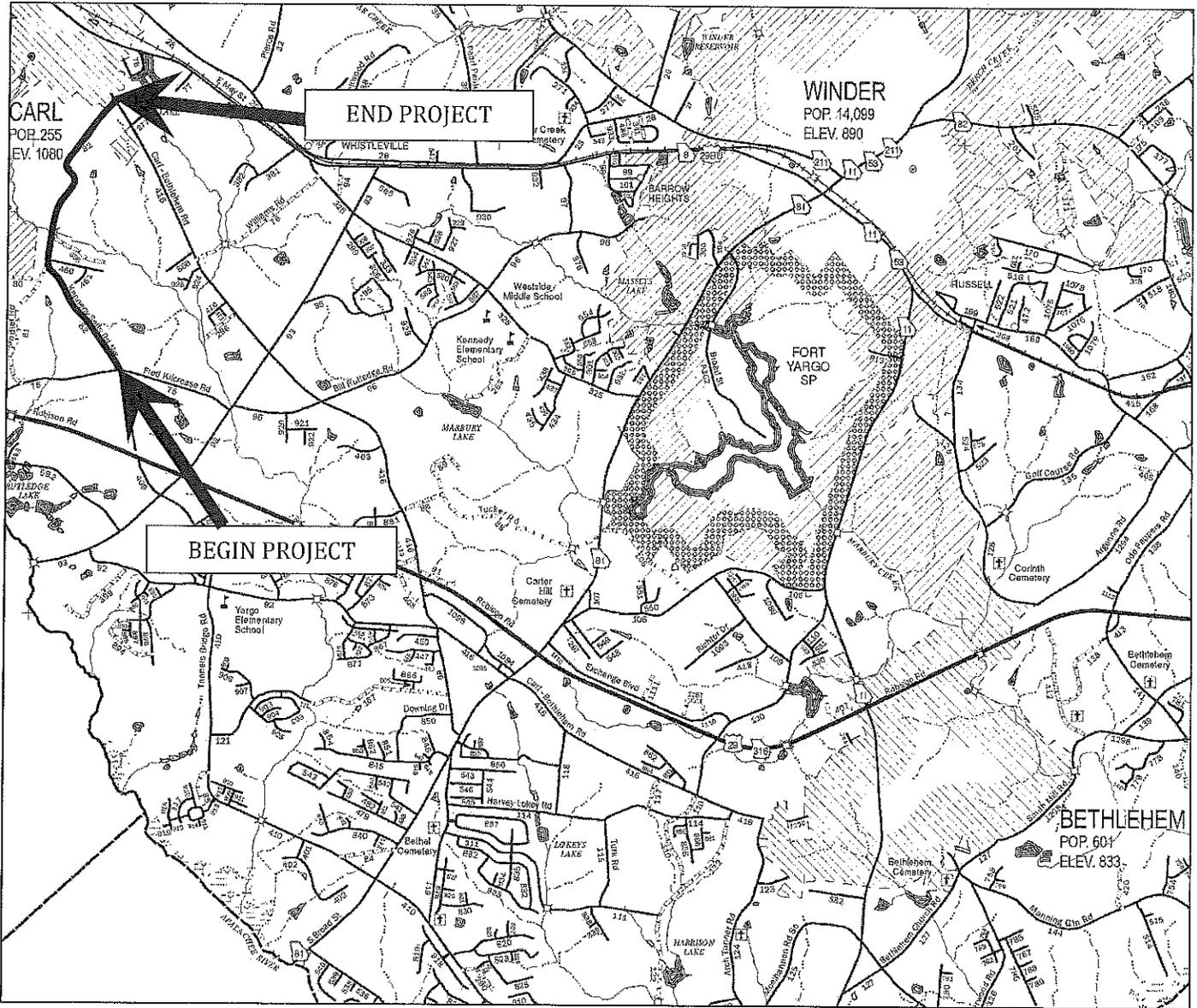


Barrow County
Map I.D. #27
Carl-Bethlehem Road / CR 416
(from Patrick Mill Rd. to State Route 316)



Barrow County
Map I.D. # 28
Fred Kilcrease Road / CR 75
(from Kilcrease Rd. to Patrick Mill Rd.)

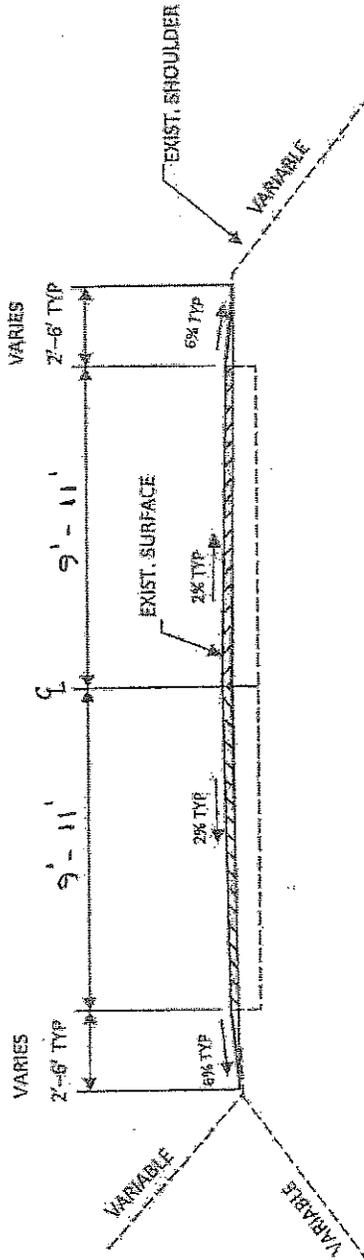




Barrow County
Map I.D. # 29
Kennedy-Sells Road / CR 82
(from Fred Kilcrease Rd. to Carl-Bethlehem Rd.)



TYPICAL SECTION



TYPICAL PAVEMENT SECTION

NOTES:

LIMITED TO ITEMS SET UP FOR PAYMENT UNDER THIS CONTRACT. ANY ITEMS OR WORK REQUIRED AND NOT COVERED BY THIS CONTRACT WILL BE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT.

THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W AND REMOVE OR ADJUST ALL UTILITIES AT NO COST TO THE CONTRACTOR.

STRIPING AND RPMs TO BE PLACED IN ACCORDANCE WITH GDOT CONSTRUCTION DETAILS. ALL PLACEMENT OF PAVEMENT MARKINGS TO MEET MINIMUM REQUIREMENTS OF THE M.U.T.C.D. (CURRENT EDITION).

NOT TO SCALE

GENERAL NOTES

1. The Local Government (LG) shall certify all necessary Right-of-Way and remove or adjust all utilities at no cost to **CONTRACTOR**.
2. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the **CONTRACTOR**.
3. All traffic control shall comply with Section 150 or the 2013 Georgia Standard Specifications, the *Manual on Uniform Traffic Control Devices (MUTCD, current ed.)*, and/or the Georgia Standards as they apply.
4. Any earthwork (and erosion control) necessary for the completion of this project shall be the responsibility of the Local Government and/or their representative(s).
5. Any additions or upgrades needed to meet the regulations set forth in the American Disabilities Act (ADA) shall be the responsibility of the Local Government unless otherwise specified.

SIGNS

1. All Standard Highway signs shall be fabricated and erected in accordance with the details shown in the Plans, the *Manual on Uniform Traffic Control Devices (MUTCD, current ed.)*, the Georgia Specifications, Supplemental Specifications, and / or Special Provisions, and the current Georgia Department of Transportation Signing & Marking Design Guidelines (available on-line at www.dot.state.ga.us).
2. Sign erection locations are approximate and may be adjusted to meet field conditions where necessary, but shall be within the limitations set forth in the *MUTCD*. No sign location shall be changed by the Contractor without prior approval from the Project Sponsor and / or the Project Sponsor's Engineer.
3. All Standard Highway signs shall be erected at a height of 5 feet above the normal edge of pavement to the bottom of the sign or assembly.
- 4a. All signs (on breakaway supports or on breakaway bases) should be located as far as practical from the edge of the shoulder. Advantage should be taken to place signs behind existing roadside barriers, on over-crossing structures, or other locations that minimize the exposure of the traffic to sign supports.
- 4b. The minimum lateral off-set should be 12 feet from the edge of the traveled way. On conventional roads in areas where it is impractical to locate a sign with the lateral offset prescribed above, a lateral offset of at least 2 feet may be used (see *MUTCD* – Sec. 2A.19). A lateral offset greater than 2 feet should be used whenever possible.

- 4c. A lateral offset of at least 1 foot from the face of the curb may be used in business, commercial, or residential areas where sidewalk width is limited or where existing poles are close to the curb.
5. Type 3 (High Intensity) reflective sheeting shall be used for all standard highway signs requiring reflectorized backgrounds except as specified below or specified otherwise in the plans.
6. Type 11 (Very High Intensity) reflective sheeting shall be used for all Red Series signs (R1-1, R1-2, R1-3P, R5-1, R5-1A, R5-1B).
7. Type 9 (Very High Intensity) Fluorescent Yellow Green reflective sheeting shall be used for School Zone (S1-1, S2-1, S3-1, S4-3, and the top portion of the S5-1) signs, Bicycle Crossing (W11-1) signs, and Pedestrian Crossing signs specifically listed above and all Regulatory signs placed as part of the School Zone signing shall have Type IX (9) (very High Intensity) reflective sheeting backgrounds of the appropriate color.
8. Type 9 (Very High Intensity) Fluorescent Yellow reflective sheeting shall be used for all warning signs.
9. Use aluminum signs blanks of the type, size, and shape specified:
 - a. Type I: Signs with an area of 9 sf or less, at least 0.08 in., \pm 0.005 in. thick.
 - b. Type II: Signs with an area more than 9 sf, at least 0.10 in., \pm 0.006 in. thick.
 Sec. 912 – GA Standards/Specifications (2013)
10. On approaches to State Routes, W3-1 (STOP AHEAD), W 3-2 (YIELD AHEAD), and W3-3 (SIGNAL AHEAD) signs shall be 36" X 36" in size.
11. At intersections with State Routes, R1-1 (STOP) signs shall be 36" X 36" in size.

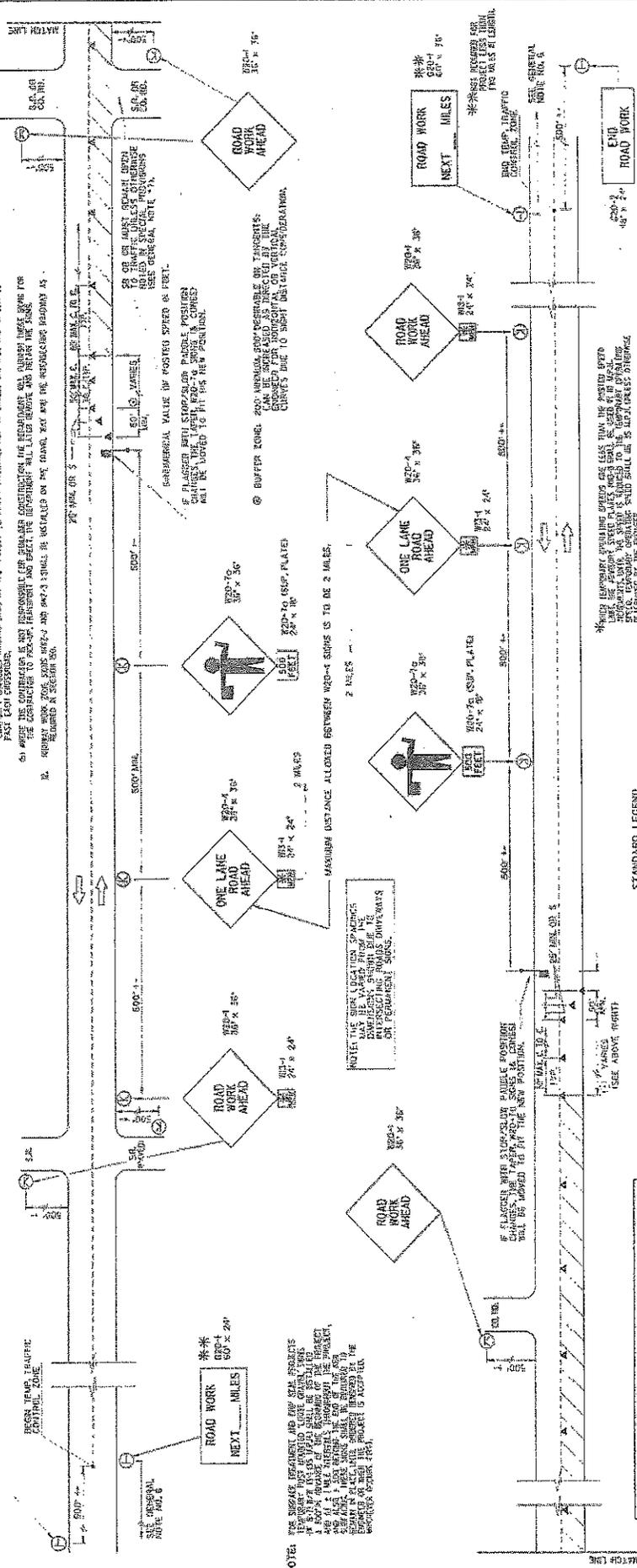
PAVEMENT MARKINGS

1. All pavement markings shall be installed in accordance with the details shown in the Plans, the *Manual on Uniform Traffic Control Devices (MUTCD, current ed.)*, the Georgia Specifications, Supplemental Specifications, and / or Special Provisions, and the current Georgia Department of Transportation Signing & Marking Design Guidelines (available on-line at www.dot.state.ga.us).
2. All long-line striping shall be High Build Standard paint striping unless otherwise specified.
3. All hand markings (rumble strips, stop lines, arrows, words, etc) shall be thermoplastic unless otherwise specified.

STATE	PROJECT NUMBER	DATE	SCALE
GA.			

- FOR ROAD WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TRAFFIC SIGNALS BY SETTING UP PROTECTIVE BARRIERS AND SIGNAGE TO PREVENT DAMAGE TO THE SIGNALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TRAFFIC SIGNALS BY SETTING UP PROTECTIVE BARRIERS AND SIGNAGE TO PREVENT DAMAGE TO THE SIGNALS.
- TRAFFIC SIGNALS SHALL BE PROTECTED AS NECESSARY TO PREVENT DAMAGE TO THE SIGNALS BY SETTING UP PROTECTIVE BARRIERS AND SIGNAGE TO PREVENT DAMAGE TO THE SIGNALS.
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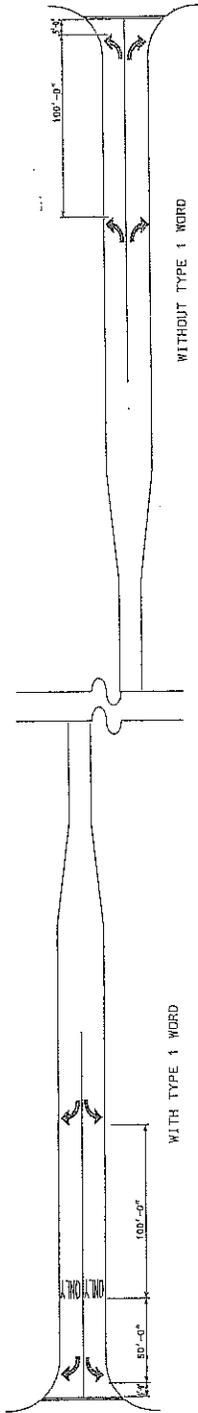
- ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TRAFFIC SIGNALS BY SETTING UP PROTECTIVE BARRIERS AND SIGNAGE TO PREVENT DAMAGE TO THE SIGNALS.
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- ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TRAFFIC SIGNALS BY SETTING UP PROTECTIVE BARRIERS AND SIGNAGE TO PREVENT DAMAGE TO THE SIGNALS.



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
STANDARD TRAFFIC CONTROL DETAIL FOR LANE CLOSURE ON TWO-LANE HIGHWAY	
NO SCALE	REV. & REPR. JULY, 1978
DESIGNED BY: [Signature]	DRAWN BY: [Signature]
CHECKED BY: [Signature]	APPROVED BY: [Signature]
DATE: [Date]	PROJECT NUMBER: 9102

STATE G.A.	PROJECT NUMBER	DRAWING NO. / SHEET NO.
---------------	----------------	-------------------------

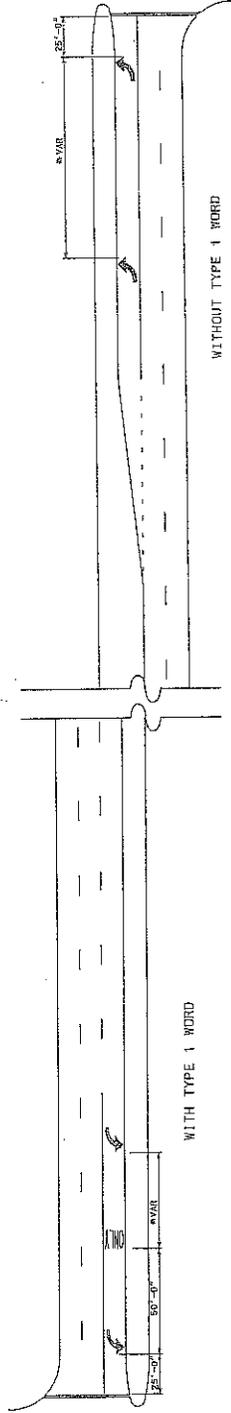
EXIT RAMP



WITH TYPE 1 WORD

WITHOUT TYPE 1 WORD

SHORT TURN LANES

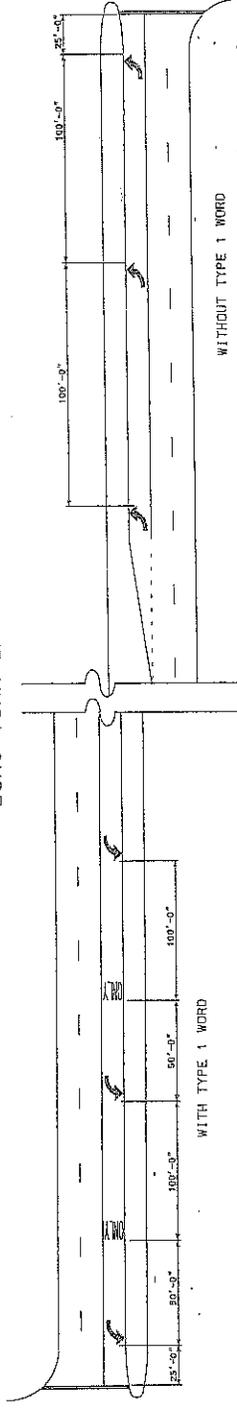


WITH TYPE 1 WORD

WITHOUT TYPE 1 WORD

* ADJUST TO MEET LOCAL CONDITIONS (NOT LESS THAN 50' NOR MORE THAN 100')

LONG TURN LANES



WITH TYPE 1 WORD

WITHOUT TYPE 1 WORD

GENERAL NOTES:

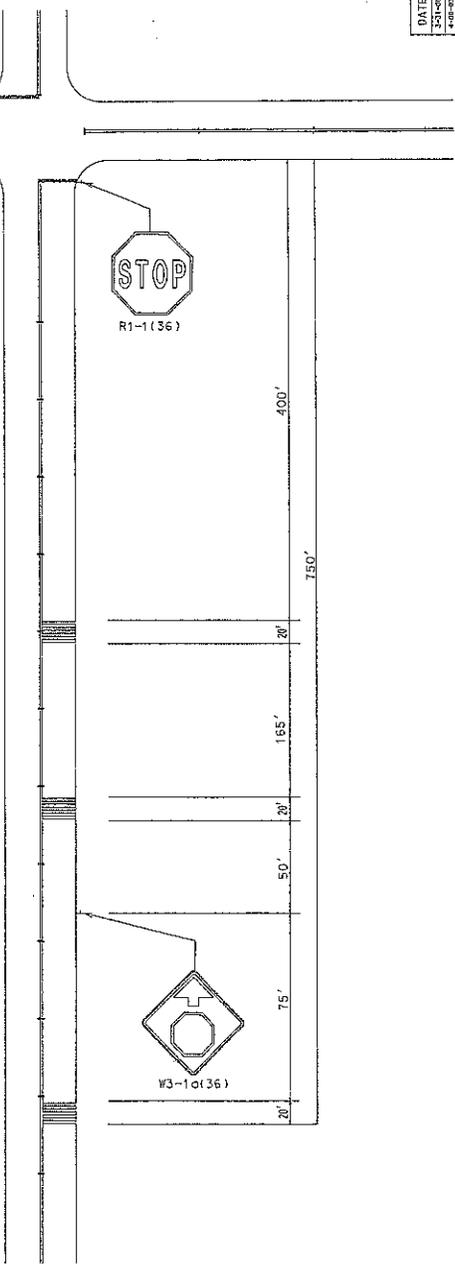
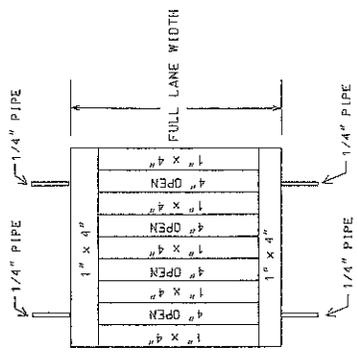
1. SPACING OF TYPE 2 ARROW IS REPRESENTATIVE OF SPACING FOR TYPE 1, TYPE 3, TYPE 4, & TYPE 5 ARROWS.
2. ALL TURNING LANES SHALL HAVE A MINIMUM OF 2 ARROWS.
3. GROUND MOUNTED OR OVERHEAD SIGNING SHALL BE SUPPLEMENTED BY TYPE 1 WORD.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF PAVEMENT MARKING ARROW LOCATION
		NO SCALE
		JANUARY 2000

STATE	PROJECT NUMBER	PROJECT NO.	SHEET NO.
GA.			

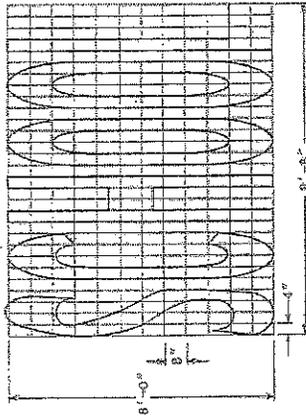
GENERAL NOTES

1. FORM SHALL BE FULL WIDTH OF LANE.
(NOTE: NOT TO EXCEED CENTER LINE OR
EDGE LINE PAVEMENT MARKINGS, INCLUDING,
IF APPLICABLE, RAISED PAVEMENT MARKERS)
2. SEE SECTION 429 OF THE CURRENT EDITION OF
THE STANDARD SPECIFICATIONS CONSTRUCTION
OF TRANSPORTATION SYSTEMS FOR MATERIALS,
CONSTRUCTION REQUIREMENTS, MEASUREMENT, AND PAYMENT.
3. FORM SHALL BE REQUIRED SIZE AND SPACING OF
RUMBLE STRIPS. OTHER MATERIALS FOR CONSTRUCTION
OF FORM MAY BE USED AS APPROVED BY THE ENGINEER.
4. THERMOPLASTIC REFLECTORIZED PAVEMENT MARKING
COMPOUND IN ACCORDANCE TO SECTION 653 MAY BE USED
IN LIEU OF ASPHALT CONCRETE. THE USE OF THERMOPLASTIC
SHALL BE APPROVED BY THE DISTRICT MAINTENANCE ENGINEER.

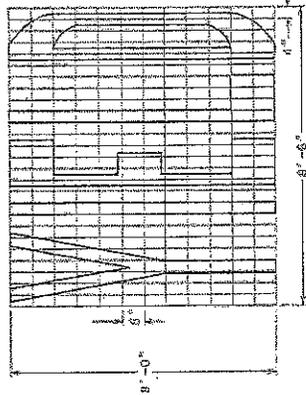


DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN DETAILS AND PLACEMENT OF RUMBLE STRIPS NO SCALE JANUARY 2000
12-11-00	1. REVISED TO SHOW 10' SPACING	
4-08-00	2. REVISED TO SHOW 10' SPACING	

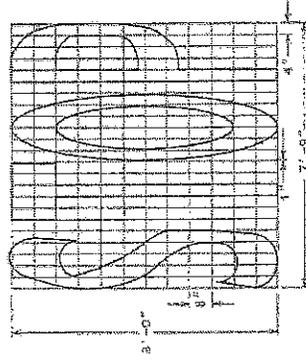
PROJECT NO. 1000000000
 PROJECT NAME
 COUNTY



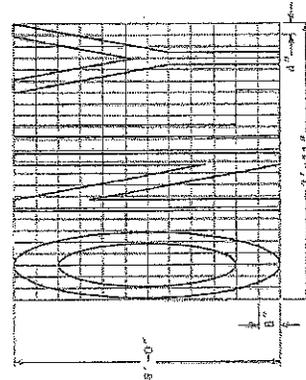
TYPE 3A
 (SINGLE LANE)
 AREA = 33.5 FT²



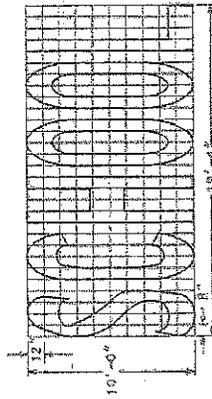
TYPE 15
 AREA = 25.4 FT²



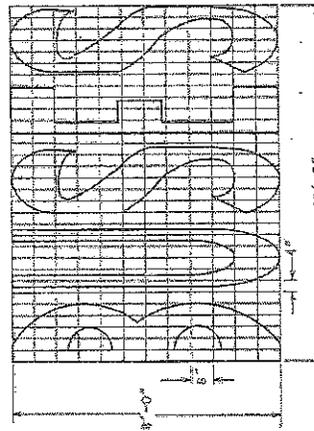
TYPE 2
 AREA = 25.4 FT²



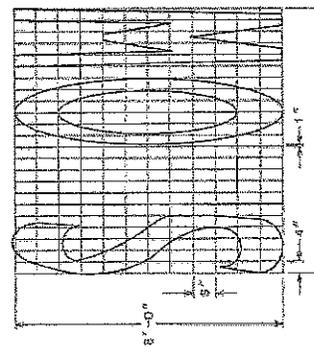
TYPE 1
 AREA = 20.8 FT²



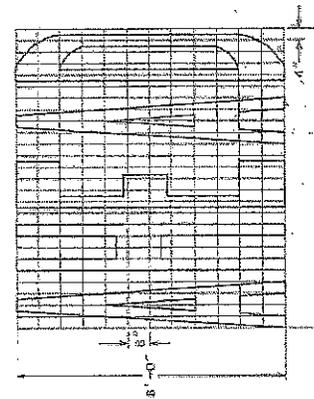
TYPE 3B
 (TWO LANES)
 AREA = 85.0 FT²



TYPE 6
 AREA = 30.1 FT²



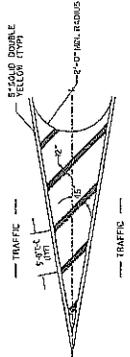
TYPE 5
 AREA = 25.4 FT²



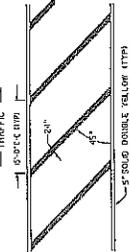
TYPE 4
 AREA = 29.1 FT²

DATE	REVISIONS	DETAILED OF
		GEORGE H. HARRIS, CIVIL ENGINEER
		SPECIALIST IN TRAFFIC SAFETY & DESIGN
		DETAILS OF
		PAVEMENT MARKING WORDS
		SHEET 1 OF 2
		NO SCALE JANUARY 2000

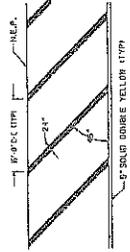
DETAIL 'A' (YELLOW)



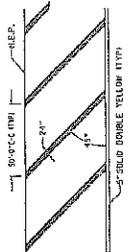
DETAIL 'B' (YELLOW)



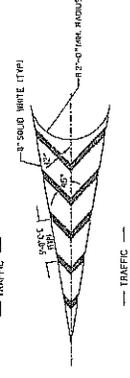
DETAIL 'C' (YELLOW)



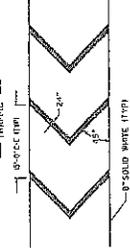
DETAIL 'D' (YELLOW)



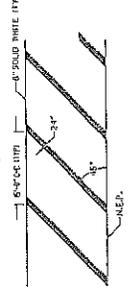
DETAIL 'A' (WHITE)



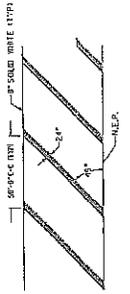
DETAIL 'B' (WHITE)



DETAIL 'C' (WHITE)



DETAIL 'D' (WHITE)



GENERAL NOTES:
 1. FOR YELLOW STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED ESTIMATE SHEETS INCLUDE THE AREA WITHIN THE BORDERS AND THE 5" SOLID DOUBLE YELLOW BORDER.
 2. FOR WHITE STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED ESTIMATE SHEETS INCLUDES THE AREA WITHIN THE BORDERS AS WELL AS THE 6" SOLID WHITE BORDER.

GEORGIA
 DEPARTMENT
 OF
 TRANSPORTATION

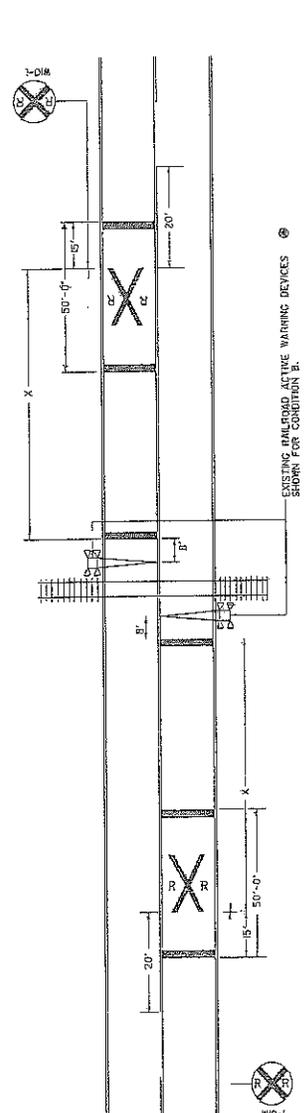
NO SCALE

DATE	REVISIONS
6/25/81	NOTIFIED GENERAL CONTRACTOR
11/21/80	CHANGED BORDER NOTIFIED GENERAL CONTRACTOR

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 OFFICE: TRAFFIC OPERATIONS
 SIGNING AND MARKING PLANS
 JANUARY 2000
 1-1

NOTES:
 1. A W10-1 SIGN SUPPLEMENTED BY A W10-1A SIGN SHOULD BE USED WHERE THERE IS A HIGHWAY INTERSECTION IN CLOSE PROXIMITY TO THE GRADE CROSSING. THE W10-1A SIGN SHOULD BE PLACED AT THE GRADE CROSSING AND BE AVAILABLE TO STORE A RESON VEHICLE BETWEEN THE HIGHWAY INTERSECTION AND THE TRAIN.
 2. THE W10-1A SIGN SHOULD BE LOCATED IN ADVANCE OF THE GRADE CROSSING AT AN APPROPRIATE LOCATION TO ADVISE DRIVERS OF THE SPACE AVAILABLE FOR HIGHWAY VEHICLE STORAGE BETWEEN THE HIGHWAY INTERSECTION AND THE GRADE CROSSING.
 3. OPTIONAL - A STORAGE SPACE W10-1B SIGN MAY BE ADJUSTED BETWEEN THE GRADE CROSSING AT THE HIGHWAY INTERSECTION UNDER THE STOP OF YIELD SIGN OR JUST PRIOR TO THE SIGNALIZED INTERSECTION TO REMIND DRIVERS OF THE STORAGE SPACE BETWEEN THE TRACKS AND THE HIGHWAY INTERSECTION.

TYPICAL PAVEMENT MARKINGS FOR CROSSINGS WITH ACTIVE DEVICES



- NOTES:
 1. ROADWAY PAVEMENT MARKINGS SHALL BE ADDED FOR ALL RAILROAD CROSSING UPGRADES.
 2. SEE STANDARD SPECIFICATION FOR DESIGN AND CONSTRUCTION OF RAILROAD CROSSINGS.
 3. SEE TABLE FOR ADVANCE WARNING SIGN LOCATIONS.
 4. SEE CLASS IF NECESSARY FOR STOP OR YIELD AHEAD SIGNS.
 5. CENTER LINE PROHIBITING PASSING IN APPROACH TO CROSSING SHALL EXTEND MINIMUM OF 20 FEET BEYOND THE WARNING SIGN W10-1.
 6. WHERE CENTER LINE AND/OR EDGE LINES DO NOT EXIST, THE EXISTING MARKINGS SHALL EXTEND FROM THE EDGE OF PAVEMENT TO AT LEAST 100 FEET ACROSS THE PAVEMENT.

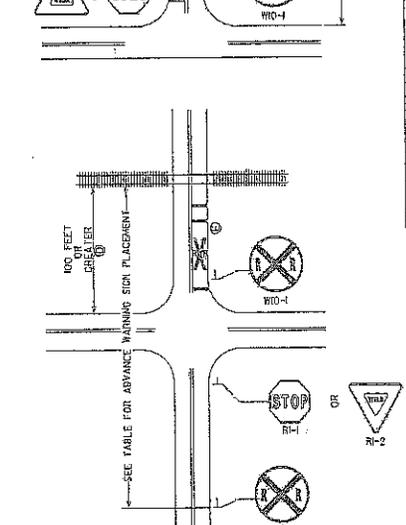
GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS (Source: 2005 EDITION MOTD)

SPEED (MPH)	CONDITION A (ACTIVE DEVICES CROSSING MARKING MINIMUM)	CONDITION B (ACTIVE DEVICES CROSSING MARKING MINIMUM)
0-24	100	225
25-34	80	175
35-44	60	125
45-54	40	75
55-64	20	25
65-74	10	15
75-84	5	10
85-94	3	5
95-100	2	3

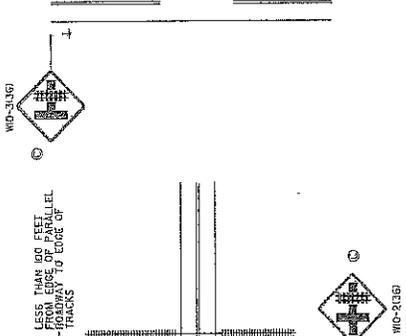
* WHERE THIS DISTANCE IS DISTURBED BY GRADES, CURVES OR ROADWAY OBSTRUCTIONS, IT SHALL BE MADE ACCORDINGLY BY THE ENGINEER.

X = Minimum Placement of Warning Sign to Edge of Roadway

TYPICAL SIGN SYSTEM WHERE PARALLEL ROADWAY IS 100 FEET OR GREATER FROM CROSSING



TYPICAL SIGN SYSTEM WHERE PARALLEL ROADWAY IS LESS THAN 100 FEET FROM CROSSING



DEPARTMENT OF TRANSPORTATION
 STATE OF GEORGIA

STANDARD
 RAILROAD GRADE CROSSINGS
 SIGNING & MARKING AT CROSSINGS
 WITH RR SIGNALS AND/OR GATES

NO. SCALE
 9024A

REV. DATE
 08/11/02

DESIGNED BY
 STATE DESIGN PROJECT NUMBER

CHECKED BY
 STATE DESIGN PROJECT NUMBER

DATE
 08/11/02

PROJECT NUMBER
 9024A

NO. SCALE
 9024A

REV. DATE
 08/11/02

DESIGNED BY
 STATE DESIGN PROJECT NUMBER

CHECKED BY
 STATE DESIGN PROJECT NUMBER

- NOTES:
 1. IF THE DISTANCE BETWEEN THE TRACKS AND THE PARALLEL HIGHWAY FROM THE EDGE OF THE PARALLEL HIGHWAY IS 100 FEET OR MORE, A W10-1 SIGN SHOULD BE INSTALLED IN ADVANCE OF THE GRADE CROSSING, AND THE W10-2, W10-3, OR W10-4 SIGNS SHOULD NOT BE USED ON THE PARALLEL HIGHWAY.
 2. WHEN THIS INTERSECTION ROADWAY IS CONTROLLED BY A STOP OR YIELD SIGN AT THE INTERSECTION APPROACH TO THE CROSSING, THEN PAVEMENT MARKINGS SHOULD BE PLACED BETWEEN THE PARALLEL ROADWAY AND THE TRACKS WHERE THERE IS OVER 100 FT BETWEEN THE EDGE OF THE TRACKS AND THE EDGE OF PARALLEL ROADWAY.
 3. IDENTICAL MARKINGS SHOULD BE PLACED IN EACH APPROACH LANE ON ALL PAVED APPROACHES TO GRADE CROSSINGS WHERE SIGNALS OR AUTOMATIC GATES ARE LOCATED, AND AT ALL OTHER GRADE CROSSINGS WHERE THE POSTED OR STATUTORY HIGHWAY SPEED IS 40 MPH OR GREATER.

BARROW COUNTY
STATE OF GEORGIA

SPECIAL PROVISION

SECTION 150 – Traffic Control during Construction:

Traffic Control during Construction shall be the sole responsibility of the Contractor.

All Traffic Control Devices used during construction shall be in full compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and Section 150 of the 2013 Georgia Department of Transportation Standard Specifications.

**BARROW COUNTY
STATE OF GEORGIA**

SPECIAL PROVISION

It shall be the responsibility of the contractor to coordinate the location of Underground Utilities before any excavation, post driving or other activities are undertaken that might damage existing underground utilities.

The contractor shall securely cover any existing sign(s) that might conflict with or are being replaced with new signs or other traffic control devices.

No separate payment will be made for this work. The cost shall be included in the contractor's overall bid for the project.

**DEPARTMENT OF
TRANSPORTATION STATE OF
GEORGIA**

Section 652—Painting Traffic Stripe

Section 652—High Build Standard and Wet Weather Paint Traffic Stripe

652.1 General Description

This work includes furnishing and applying reflectorized standard and wet weather high build traffic line paint according to the Plans and these Specifications.

This Item also includes applying words and symbols according to Plan details, Specifications, and the current Manual on Uniform Traffic Control Devices.

652.1.01 Definitions

Painted Stripes: Solid or broken (skip) lines. The location and color are designated on the Plans.

Skip Traffic Stripes: Painted segments with unpainted gaps as specified on the Plans. The location and color are designated on the Plans.

652.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

Section 656—Removal of Pavement Markings

Section 870 – Paint

EPA Method 3052

EPA Method 6010C

B. Referenced Documents

ASTM	ASTM	Other
D711	E4941	AASHTO M 247
D3335	E1710	QPL 46, QPL 71
D3718	E2177	SOP 39
D4144		TT-P-1952E

652.1.03 Submittals

General Provisions 101 through 150.

652.2 Materials

Ensure that materials for painting traffic stripe, words, and symbols meet the following requirements:

A. Traffic Line Paint

Material	Section
Traffic Line Paint 6A and 6B	<u>870.2.02.A.4 and 870.2.02.A.5</u>

B. Glass Spheres and Reflective Composite Optics

Use glass spheres and/or reflective composite optics for the reflective media system that ensures the high build paint pavement markings meet the reflectance performance requirements in Subsection 652.3.06. Do not use glass spheres and/or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010, or other approved methods.

Ensure glass spheres meet the requirements of AAHTO M 247. Use glass spheres produced from an approved source listed on QPL 71. Glass beads conforming to an alternative gradation may be used provided all other requirements of AASHTO M 247 and this specification are met. Obtain approval from the Office of Materials to use alternate gradations.

652.2.01 Delivery, Storage, and Handling

A. Storage:

Ensure the paint does not cake, liver, thicken, curdle, gel, or show any other objectionable properties after storage for six months above 32 °F (0 °C).

B. Handling:

Mix thoroughly before use.

652.3 Construction Requirements

652.3.01 Personnel

General Provisions 101 through 150.

652.3.02 Equipment

A. Traveling Traffic Stripe Painter

Use a traffic stripe painter that can travel at a predetermined speed both uphill and downhill, applying paint uniformly. Ensure that the painter feeds paint under pressure through nozzles spraying directly onto the pavement.

Use a paint machine equipped with the following:

1. Three adjacent spray nozzles capable of simultaneously applying separate stripes, either solid or skip, in any pattern.
2. Nozzles equipped with the following:
 - Cutoff valves for automatically applying broken or skip lines
 - A mechanical bead dispenser that operates simultaneously with the spray nozzle to uniformly distribute glass spheres and/or reflective composite optics at an application rate to meet the reflectance performance requirements in Subsection 652.3.06.
 - Line-guides consisting of metallic shrouds or air blasts
3. Tanks with mechanical agitators
4. Small, portable applicators or other special equipment as needed

B. Hand Painting Equipment

Use brushes, templates, and guides when hand painting.

C. Cleaning Equipment

Use brushes, brooms, scrapers, grinders, high-pressure water jets, or air blasters to remove dirt, dust, grease, oil, and other foreign matter from painting surfaces without damaging the underlying pavement.

652.3.03 Preparation

Locate approved paint manufacturers on QPL 46.

Before starting each day's work, thoroughly clean paint machine tanks, connections, and spray nozzles, using the appropriate solvent.

Thoroughly mix traffic stripe paint in the shipping container before putting it into machine tanks.

Before painting, thoroughly clean pavement surfaces of dust, dirt, grease, oil, and all other foreign matter.

652.3.04 Fabrication

General Provisions 101 through 150.

652.3.05 Construction

A. Alignment

Ensure that the traffic stripe is the specified length, width, and placement. On sections where no previously applied markings are present, ensure accurate stripe location by establishing control points at spaced intervals. The Engineer will approve control points.

B. Application

Apply traffic stripe paint by machine. If areas or markings are not adaptable to machine application, use hand equipment.

1. Application Rate

Paint will be subject to application rate checks.

Apply 5 in (125 mm) wide traffic stripe at the following minimum rates:

- a. Solid Traffic Stripe Paint: At least 34 gal/mile (80 L/km)
- b. Skip Traffic Stripe Paint: At least 10 gal/mile (24 L/km)

NOTE: Change minimum rate proportionately for varying stripe widths.

2. Thickness

Maintain a 25 mils (0.58mm) minimum wet average thickness above the surface of the pavement.

3. Do not apply paint to areas of pavement when:

- The surface is moist or covered with foreign matter.
- Air temperature in the shade is below 50 °F (10 °C)
- Wind causes dust to land on prepared areas or blows paint and glass spheres and/or reflective composite optics around during application

4. Apply a layer of glass spheres and/or reflective composite optics immediately after laying the paint. Apply glass spheres and/or reflective composite optics at a rate to meet the reflectance performance requirements in Subsection 652.3.06.

C. Protective Measures

Protect newly applied paint as follows:

1. Traffic

Control and protect traffic with warning and directional signs during painting. Set up warning signs before beginning each operation and place signs well ahead of the painting equipment. When necessary, use a pilot car to protect both the traffic and the painting operation.

2. Fresh Paint

Protect the freshly painted stripe using cones or drums. Repair stripe damage or pavement smudges caused by traffic according to Subsection 652.3.06.

D. Appearance and Tolerance of Variance

Continually deviating from stated dimensions is cause for stopping the work and removing the nonconforming stripe. (See Section 656—Removal of Pavement Markings) Adhere to the following measurements:

1. Width

Do not lay stripe less than the specified width. Do not lay stripe more than 1/2 in (13 mm) over the specified width.

2. Length

Ensure that the 10 ft (3 m) painted skip stripe and the 30 ft (10 m) gap between painted segments vary no more than ± 1 ft (300 mm) each.

3. Alignment

- a. Ensure that the stripe does not deviate from the intended alignment by more than 1 in (25 mm) on straight lines or curves of 1 degree or less.
- b. Ensure that the stripe does not deviate by more than 2 in (50 mm) on curves exceeding 1 degree.

652.3.06 Quality Acceptance

A. General

For a minimum of 30 days from the time of placement, ensure the high build traffic paint pavement marking material shows no signs of failure due to blistering, excessive cracking, shipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to the Department.

Obtain pavement marking retroreflectivity values with a 30 meter geometry retroreflectometer.

B. Initial Retroreflectivity

1. Longitudinal Lines

Within 30 days of installation, ensure the in-place markings meet the following minimum reflectance values:

a. High Build Wet Weather Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m ²	250 mcd/lux/m ²
Wet recovery (ASTM E 2177)	150 mcd/lux/m ²	100 mcd/lux/m ²

b. High Build Standard Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m ²	250 mcd/lux/m ²

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile; 3 times within the first

500 feet, 3 times in the middle, and 3 times within the last 500 feet. For projects less than one mile in length, measure retroreflectivity 9 times as above.

Record all retro reflectivity measurements on the form OMR CVP 66 in SOP 39.

2. Messages, Symbols, and Transverse Lines

Within 30 days of installation, ensure the in-place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 275 mcd/lux/m².

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile for locations other than intersections (i.e. school messages, railroad messages, bike symbols etc.)

C. Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation:

a. High Build Wet Weather Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m ²	250 mcd/lux/m ²
Wet recovery (ASTM E 2177)	150 mcd/lux/m ²	100 mcd/lux/m ²

b. High Build Standard Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m ²	250 mcd/lux/m ²

Retest the in-place markings according to Subsection 652.3.06.B.1, 180 days after installation to ensure these minimum retroreflectance values are maintained.

Note: The Contractor is responsible for retroreflectivity testing. Furnish initial test results to the Engineer within 30 days of application. Furnish 6 month test results to the Engineer within 180 days of application or prior to final acceptance, whichever comes first.

D. Thickness

At the time of installation, check the thicknesses on all skip lines, edge lines and center lines according to ASTM D 4114.

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile; once within the first 500 feet, once in the middle, and once within the last 500 feet. For projects less than one mile in length, measure the thickness above the pavement 3 times.

Record thickness measurements on the form OMR CVP 66 in SOP 39.

Submit results to the Engineer.

E. Corrective Work

For each mile section, if paint stripe fails to meet Plan details or Specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this Specification. No additional payment will be made for removal and replacement of unsatisfactory striping. Ensure corrective work is completed at no additional cost to the Department. Perform testing according to this Specification. Any retest due to failures will be performed at no additional cost to the Department. Furnish all test reports to the Department.

Retroreflectivity and Thickness Longitudinal Line Deficiency: A deficiency will ensue when two or more Location Average results as recorded on form OMR CVP 66 within a One-Mile Section do not meet the performance criteria herein. The entire line within this one mile section will be determined to be deficient. If the evaluated section is less than 1.0 mile, a single Location Average result not meeting the performance criteria herein will result in the entire line to be determined to be deficient.

Retroreflectivity Transverse Markings and Symbol Deficiency: A single Location Average result on the marking or symbol not meeting the performance criteria herein will result in the marking or symbol to be determined to be deficient.

F. Acceptance Criteria

Ensure that stripes and segments of stripes are clean-cut and uniform. Markings that do not appear uniform or satisfactory, either during the day or night, or do not meet Specifications, will be corrected at the Contractor's expense. Paint will be subject to application rate checks.

1. Correction of Alignment

When correcting a deviation that exceeds the permissible tolerance in alignment, do the following:

- a. Remove the affected portion of stripe, plus an additional 25 ft (8 m) in each direction according to Section 656—Removal of Pavement Markings.
- b. Paint a new stripe according to these Specifications.

2. Removal of Excess Paint

Remove misted, dripped, or spattered paint to the Engineer's satisfaction. Do not damage the underlying pavement during removal.

Refer to the applicable portions of Section 656—Removal of Pavement Markings.

652.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

652.4 Measurement

When traffic stripe is paid for by the square yard (meter), the number of square yards (meters) painted is measured and the space between stripes is included in the overall measurement.

Linear measurements are made on the painted surface by an electronic measuring device attached to a vehicle. On curves, chord measurements, not exceeding 100 linear feet (30 linear meters), are used.

Traffic stripe and markings, complete in place, are measured and accepted for payment as follows:

A. Solid Traffic Stripe

Solid traffic stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured.

B. Skip Traffic Stripe

Skip traffic stripe is measured by the gross linear foot (meter) or gross linear mile (kilometer). Unpainted spaces between the stripes are included in the overall measurements if the Plan ratio of 1 to 3 remains uninterrupted. Measurement begins and ends on a stripe.

C. Pavement Markings

Markings are words and symbols completed according to Plan dimensions. Markings are measured by the unit.

652.4.01 Limits

General Provisions 101 through 150.

652.5 Payment

Payment will be full compensation for the work under this Section, including the following:

- Cleaning and preparing surfaces
- Furnishing materials, including paints, beads, and thinners
- Applying, curing, and protecting paints
- Protecting traffic, including providing and placing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Payment will be made under:

Item No. 652	Solid traffic stripe, _____ in (mm), (color)	Per linear mile (kilometer)
Item No. 652	Skip traffic stripe, _____ in (mm), (color)	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe, _____ in (mm), (color)	Per linear foot (meter)
Item No. 652	Skip traffic stripe, _____ in (mm), (color)	Per gross linear foot (meter)
Item No. 652	Pavement markings, words, and symbols, (color)	Per each
Item No. 652	Traffic stripe, _____ in (mm), (color)	Per square yard (meter)
Item No. 652	Solid traffic stripe, High Build Wet Weather, _____ in (mm), (color)	Per linear mile (kilometer)

Item No. 652	Skip traffic stripe, High Build Wet Weather, _____ in (mm), (color)	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe, High Build Wet Weather, _____ in (mm), (color)	Per linear foot (meter)
Item No. 652	Skip traffic stripe, High Build Wet Weather, _____ in (mm), (color)	Per gross linear foot (meter)
Item No. 652	Pavement markings, High Build Wet Weather, words, and symbols, (color)	Per each
Item No. 652	Traffic stripe, High Build Wet Weather, _____ in (mm), (color)	Per square yard (meter)

652.4.01 Adjustments

General Provisions 101 through 150.

Section 653—Thermoplastic Traffic Stripe

653.1 General Description

This work includes furnishing and applying thermoplastic reflectorized pavement marking compound. Ensure that markings conform to Plan details and locations, these Specifications, and the Manual on Uniform Traffic Control Devices.

Thermoplastic traffic stripe consists of solid or broken (skip) lines, words, and symbols according to Plan color, type, and location.

653.1.01 Definitions

Thermoplastic Marking Compound: A compound extruded or mechanically sprayed on the pavement that cools to pavement temperature. When combined with glass spheres it produces a reflectorized pavement marking.

Short Lines: Crosswalks, stop bars, arrows, symbols, and crosshatching. Extrude short lines rather than spraying them on. Unless otherwise specified, spray all other lines.

653.1.02 Related References

A. Standard Specifications

Section 652—Painting Traffic Stripe

B. Referenced Documents

QPL 46

Federal Test Method Standard 141, Method 4252

ASTM D 1155

ASTM D 620

ASTM D 570

ASTM D 256

ASTM D 2240

ASTM E 28

ASTM 121

653.1.03 Submittals

Ensure that the producers of the thermoplastic compound and glass spheres furnish to the Department copies of certified test reports showing results of all tests specified in this Section. Also ensure that producers certify that the materials meet the other requirements of this Section by submitting copies of certification at the time of sampling. Final Acceptance, however, will be based on satisfactory test results from samples obtained by the Department before delivery.

653.2 Materials

A. General Characteristics of Thermoplastic

1. Deterioration

Use thermoplastic material with the following characteristics:

- a. Does not deteriorate upon contact with:
 - Pavement materials
 - Petroleum droppings from traffic
 - Chemicals, such as sodium chloride or calcium chloride, used to prevent formation of ice on roadways or streets
- b. Does not scorch, discolor, or deteriorate if kept at the manufacturer's recommended application temperature, or at least 375 °F (190 °C), for up to 4 hours.
- c. Has a temperature versus viscosity characteristic that remains constant from batch to batch through four re-heatings.

Section 653—Thermoplastic Traffic Stripe

2. Fumes

Use material that in the plastic state does not give off fumes that are toxic or harmful to persons or property.

B. Detailed Characteristics of Thermoplastic

1. Material Composition

Use material binder with the following characteristics:

- A mixture of synthetic resins, with at least one resin that is solid at room temperature, and high boiling point plasticizers
- A total binder content of 18 percent to 35 percent by weight
- A pigmented binder that is well-dispersed and free of dirt, foreign objects, or ingredients that cause bleeding, staining, or discoloration

The binder shall be Type A—alkyd. Ensure that at least 33% of the binder composition or at least 8% by weight of the entire material formulation is a maleic-modified glycerol ester of resin. Ensure that the finished thermoplastic pavement marking material is not adversely altered by contact with oily pavement materials or by contact from oil dropping onto the pavement surface from traffic.

Ensure that the filler has the following characteristics:

- White calcium carbonate or equivalent
- Compressive strength of 5,000 psi (34.5 MPa)

2. Suitability for Markings

Use thermoplastic material that is especially compounded for traffic markings and has the following characteristics:

- Prevents markings from smearing or spreading under normal traffic conditions at temperatures below 120 °F (49 °C)
- Gives a uniform cross section, with pigment evenly dispersed throughout the material
- Has a uniform material density and character throughout its thickness
- Allows the stripe to maintain its original dimensions and placement
- Ensures that the exposed surface is free from tack and is not slippery when wet
- Does not lift from the pavement in freezing weather
- Has cold ductility properties that permit normal movement with the road surface without chipping or cracking

3. Drying Time

When applied at a temperature range of 400 °F to 425 °F (204 °C – 218 °C) and a thickness of 1/8 in. to 3/16 in. (3 mm to 5 mm), the material shall set to bear traffic in a maximum of 2 minutes when the air temperature is 50 °F ± 3 °F (10 °C ± 2 °C) and shall set to bear traffic in a maximum of 10 minutes when the air temperature is 90 °F ± 3 °F (32 °C ± 2 °C).

4. Reflectorization

Ensure that during manufacturing, reflectorizing glass spheres were mixed into the compound to the following specifications:

- At least 16 percent by weight using glass spheres with a minimum refractive index of 1.65
- At least 25 percent by weight using glass spheres with a minimum refractive index of 1.50

C. Physical Requirements of Thermoplastic

1. Color

Confirm the color of thermoplastic as follows:

- a. White thermoplastic material contains at least 8 percent by weight titanium dioxide that meets the requirements of ASTM D 476, Type II, Rutile. The white thermoplastic material shall be pure white and free from dirt or tint.

The material, when compared to the magnesium oxide standard using a standard color spectrophotometer according to ASTM D 4960, shall meet the following:

Scale	Definition	Magnesium Oxide Standard	Sample
Rd	Reflectance	100	75 min.

Section 653—Thermoplastic Traffic Stripe

a	Redness-Greenness	0	-5 to + 5
b	Yellowness-Blueness	0	-10 to + 10

Compare yellow material to match Federal Test Standard Number 595, Color 13538.

2. Color Retention

Use thermoplastic stripe tested for color retention as follows:

- a. Test specimens prepared from samples submitted according to ASTM D 620 by the Department Inspector.
- b. Use an ultraviolet light source as specified in the test procedure, or use a 275 watt sunlamp with a built-in reflector.
- c. Ensure that after 100 hours of exposure to the light source, the test specimens show no color change when compared to an unexposed specimen.

3. Water Absorption

Ensure that materials have no more than 0.5 percent by weight of retained water when tested by ASTM D 570, procedure (a).

4. Softening Point

Ensure that materials have a softening point of at least 175 °F (79 °C) as determined by ASTM E 28.

5. Specific Gravity

Ensure that the specific gravity of the thermoplastic compound at 77 °F (25 °C) is between 1.9 to 2.5.

6. Impact Resistance

Use material with an impact resistance of at least 10 in-lbs at 77 °F (1.13 N·m at 25 °C), tested as follows:

- a. Heat for 4 hours at 400 °F (204 °C).
- b. Cast into bars of 1 in² (625 mm²) cross sectional area, 3 in (75 mm) long.
- c. Place with 1 in (25 mm) extending above the vise in a cantilever beam (Izod type) tester using the 25 in-lbs (2.82 N·m) scale. This instrument is described in ASTM D 256.

7. Indentation Resistance

Measure the hardness by a Shore Durometer, Type A2, as described in ASTM D 2240. Maintain the temperature of the Durometer, 4.4 lb. (2 kg) load and the specimen at 115 °F (45 °C). Apply the Durometer and 4.4 lb. (2 kg) load to the specimen and the reading shall be between 50 to 75 units, after 15 seconds.

8. Low Temperature Stress Resistance

- a. Furnish sample test blocks as follows:
 - 1) Coat the samples using the same method as the planned installation of the compound.
 - 2) Coat the samples with at least 32 in² (206 mm²) of the compound.
- b. Have the samples tested as follows:
 - 1) Immerse a sample in cold water for one hour.
 - 2) Immediately place the sample in a freezer chest or other insulated cold compartment and maintain at a temperature of -20 °F (-29 °C) for 24 hours.
 - 3) After 24 hours, remove the sample and bring it to normal room temperature.

Following the test, confirm that the sample does not crack, flake, or fail to adhere to the substrate.

9. Reheating

Ensure that the compound does not break down, deteriorate, scorch, or discolor if held for 6 hours at the plastic temperature of 425 °F (218 °C); or if reheated up to the plastic temperature 4 times.

10. Abrasion Resistance

Have the material tested for abrasion resistance as follows:

- a. Ensure that the maximum loss of the material does not exceed 0.4 grams when subjected to 200 revolutions on a Taber Abraser at 77 °F (25 °C), using H-22 Calibrate wheels that are weighted to 500 grams.
- b. Keep the wearing surface wet with distilled water throughout the test.

Section 653—Thermoplastic Traffic Stripe

- c. Prepare the panel by forming a representative lot of material at a thickness of 0.125 in. (3.18 mm) on a 4 in (100 mm) square steel plate with a thickness of 0.050 ± 0.001 in ($1.27 \text{ mm} \pm 0.03 \text{ mm}$), on which a primer has been previously applied.

11. Yellowness Index

The white thermoplastic material shall not exceed a yellowness index of 0.12 according to AASHTO T 250.

12. Flowability

After heating the thermoplastic material for 240 ± 5 minutes at $425 \text{ °F} \pm 3 \text{ °F}$ ($218 \text{ °C} \pm 2 \text{ °C}$) and testing the flowability, ensure that the white thermoplastic has a maximum of 21 percent residue according to AASHTO T 250.

13. Flowability-Extended Heating

After heating the thermoplastic material for 8.0 ± 0.5 hours at $425 \text{ °F} \pm 3 \text{ °F}$ ($218 \text{ °C} \pm 2 \text{ °C}$), while stirring the last 6 hours and testing for flowability, ensure that the thermoplastic has a maximum percent residue of 28 according to AASHTO T 250.

14. Storage Life

The material shall meet the requirements of this specification for 1 year. Ensure that the thermoplastic melts uniformly with no evidence of skins or unmelted particles during the 1-year period.

D. Physical Requirements of Glass Spheres

1. Premixed Glass Spheres

Ensure that the compound has been manufactured with glass spheres in the proportion specified in Subsection 653.2.B.4, "Reflectorization." The glass spheres contained in the material shall meet the following requirements:

- a. Index of Refraction. Determine the index of refraction of the premixed glass spheres by the liquid immersion method at 77 °F (25 °C).
- b. Roundness. Ensure that the minimum percentages of premixed glass spheres are true spheres according to the following table:

Minimum Index of Refraction	Percent of Overall Beads	Percent of Beads Retained on any Sieve
1.65	At least 75%	At least 70%
1.50	At least 70%	At least 60%

- c. Imperfections. Ensure that no more than 5 percent of the spheres show air inclusions, bubbles, lap lines, chill wrinkles, or other imperfections when viewed through a 60-power microscope in the refractive index liquid.
- d. Foreign Matter. Ensure that the quantity of foreign matter does not exceed 1 percent.
- e. Gradation. Have the beads tested using ASTM: D 1214 to ensure they have the following gradations:

U.S. Sieve Standard Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm^*)	60 to 90
No. 50 (300 μm)	15 to 40
No. 80 (180 μm)	0 to 10
No. 100 (150 μm)	0 to 5
* μ = micro meter	

- f. Chemical Resistance. Use material manufactured with glass spheres that withstand immersion in water and acids without corroding or etching, and withstand sulfides without darkening or decomposing. Have the chemical resistance tested by placing a 3 g to 5 g sample in each of three glass beakers or porcelain dishes and immersing as follows:

- Cover the first with distilled water.

Section 653—Thermoplastic Traffic Stripe

- Cover the second with a 3N solution of sulfuric acid.
- Cover the third with a solution of 50 percent sodium sulfide, 48 percent distilled water, and 2 percent Aerosol 1B or similar wetting agent.

Ensure that after one hour no darkening, hazing, or other evidence of instability is evident when examined microscopically.

2. Drop-On Glass Spheres

Ensure that these spheres meet the requirements of Subsection 652.2.

E. Requirements of Sealing Primer

Place the particular type of two-part epoxy binder-sealer at the application rate as recommended in writing by the thermoplastic material manufacturer.

653.2.01 Delivery, Storage, and Handling

Use material delivered in 50 lb (22.7 kg) unit cardboard containers or bags strong enough for normal handling during shipment and on-the-job transportation without loss of material.

Ensure that each unit container is clearly marked to indicate the following:

- Color of the material
- Process batch number or similar manufacturer's identification
- Manufacturer's name
- Address of the plant
- Date of manufacture

653.3 Construction Requirements

653.3.01 Personnel

General Provisions 101 through 150.

653.3.02 Equipment

Depending on the marking required, use hand equipment or truck-mounted application units on roadway installations.

A. Spray Application Machine

Ensure that each spray application machine is equipped with the following features:

- Parts continuously mix and agitate the material.
- Truck-mounted units for lane, edge, and center lines can operate at a minimum of 5 mph (8 kph) while installing striping.
- Conveying parts between the main material reservoir and the shaping die or gun prevent accumulation and clogging.
- Parts that contact the material are easily accessible and exposable for cleaning and maintenance.
- Mixing and conveying parts, including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. Do not use an external source of direct heat.
- Parts provide continuously uniform stripe dimensions.
- Applicator cleanly and squarely cuts off stripe ends and applies skip lines. Do not use pans, aprons, or similar appliances that the die overruns.
- Parts produce varying widths of traffic markings.
- Applicator is mobile and maneuverable enough to follow straight lines and make normal curves in a true arc.

B. Automatic Bead Dispenser

Apply glass spheres to the surface of the completed stripe using a dispenser attached to the striping machine to automatically dispense the beads instantaneously upon the installed line. Synchronize the glass sphere dispenser cutoff with the automatic cutoff of the thermoplastic material.

Section 653—Thermoplastic Traffic Stripe

C. Special Kettles

Use special kettles for melting and heating the thermoplastic material. Kettles equipped with automatic thermostatic control devices provide positive temperature control and prevent overheating. Ensure that the applicator and kettles are equipped and arranged according to the requirements of the National Fire Underwriters.

D. Hand Equipment

Use hand equipment for projects with small quantities of lane lines, edge lines, and center lines, or for conditions that require the equipment. Use hand equipment approved by the Engineer.

Ensure that hand equipment can hold 150 lbs (68 kg) of molten material and is maneuverable to install crosswalks, arrows, legends, lane, edge, and center lines.

E. Auxiliary Vehicles

Supply the necessary auxiliary vehicles for the operation.

653.3.03 Preparation

General Provisions 101 through 150.

653.3.04 Fabrication

General Provisions 101 through 150.

653.3.05 Construction

A. General Application

Thoroughly clean pavement areas to be striped. Use hand brooms, rotary brooms, air blasts, scrapers, or other approved methods that leave the pavement surface clean and undamaged. Take care to remove all vegetation and road film from the striping area. All new Portland Cement Concrete pavement surfaces shall be mechanically wire brushed or abrasive cleaned to remove all laitance and curing compound before being striped.

Lay stripe with continuous uniform dimensions.

Apply the type of stripe at each location according to the Plans, using one of the following methods:

- Spray techniques
- Extrusion methods wherein one side of the shaping die is the pavement, and the other three sides are contained by or are part of the suitable equipment to heat and control the flow of material.

1. Temperature

Apply thermoplastic traffic stripe only when the pavement temperature in the shade is above 40 °F (4 °C).

To ensure optimum adhesion, install the thermoplastic material in a melted state at the manufacturer's recommended temperature but not at less than 375 °F (190 °C).

2. Moisture

Do not apply when the surface is moist. When directed by the Engineer, perform a moisture test on the Portland cement concrete pavement surface. Perform the test as follows:

- a. Place approximately 1 yd² (1m²) of roofing felt on the pavement surface.
- b. Pour approximately 1/2 gallon (2 L) of molten thermoplastic onto the roofing felt.
- c. After 2 minutes, lift the roofing felt and inspect to see if moisture is present on the pavement surface or underside of the roofing felt.
- d. If moisture is present, do not proceed with the striping operation until the surface has dried sufficiently to be moisture free.

3. Binder-Sealer

To ensure optimum adhesion, apply a binder-sealer material before installing the thermoplastic in each of the following cases:

- Extruded thermoplastic
- Where directed by the Engineer for sprayed thermoplastic
- Old asphaltic concrete pavements with exposed aggregates

Section 653—Thermoplastic Traffic Stripe

- Portland cement concrete pavements as directed by the Engineer

Ensure that the binder-sealer material forms a continuous film that mechanically adheres to the pavement and dries rapidly. Use a binder-sealer currently in use and recommended by the thermoplastic material manufacturer according to [QPL 46](#).

To ensure optimum adhesion, apply a two-part epoxy binder-sealer on all Portland cement concrete pavements for either sprayed or extruded thermoplastic material.

Apply the epoxy binder-sealer immediately in advance of, but concurrent with, the application of the thermoplastic material. Apply in a continuous film over the pavement surface.

4. Bonding to Old Stripe

The old stripe may be renewed by overlaying with new material. Ensure the new material bonds to the old line without splitting or cracking.

5. Offset from Construction Joints

Off-set longitudinal lines at least 2 in (50 mm) from construction joints of Portland cement concrete pavements.

6. Crosswalks, Stop Bars, and Symbols

Make crosswalks, stop bars, and symbols at least 3/32 in (2.4 mm) thick at the edges and no more than 3/16 in (4.8 mm) thick at the center.

7. Film Thickness

a. Maintain the following minimum average film thicknesses on all open graded asphalt concrete friction courses:

- 0.120 in (3.0 mm)* for lane lines
- 0.090 in (2.3 mm)* for edge lines
- 0.150 in (3.8 mm)* for gore area lines

b. Maintain the following minimum average film thicknesses on all other pavement types:

- 0.090 in (2.3 mm)* for lane lines
- 0.060 in (1.5 mm)* for edge lines
- 0.120 in (3.0 mm)* for gore area lines

(See below for ‘*’ reference.)

Compute the minimums by the amount of material used each day, as follows:

(For 5 in wide stripe)	
* Average Film Thickness (in) =	$[(\text{lbs used}) \div (\text{total linear feet})] \times 0.236$
(For 125 mm wide stripe)	
*Average Film Thickness (mm) =	$[(\text{kg used}) \div (\text{total linear meters})] \times 4.0$
(For 10 in wide stripe)	
* Average Film Thickness (in) =	$[(\text{lbs used}) \div (\text{total linear feet})] \times 0.118$
(For 250 mm wide stripe)	
* Average Film Thickness (mm) =	$[(\text{kg used}) \div (\text{total linear meters})] \times 2.0$

8. Glass Spheres

- Apply glass spheres to installed stripe surface at a minimum rate of 14 lbs of spheres to each 100 square feet ((700 g/m²) of thermoplastic material.
- Apply the glass sphere top-coating with a pressure-type gun specifically designed for applying glass spheres that will embed at least one-half of the sphere’s diameter into the thermoplastic immediately after the material has been applied to the pavement.

B. Removing Existing Stripe

Remove existing stripe according to [Section 656](#).

Remove 100 percent of existing traffic stripe from:

Section 653—Thermoplastic Traffic Stripe

- Portland cement concrete pavement where the new stripe will be placed at the same location as the existing marking
- Pavement where the new stripe will be placed at a different location from the existing markings

C. Tolerance and Appearance

No traffic stripe shall be less than the specified width and shall not exceed the specified width by more than 1/2 in (13mm). The length of the 10 ft (3 m) segment for skip stripe and the 30 ft (9 m) gap between segments may vary plus or minus 1 ft (300 mm). The alignment of the stripe shall not deviate from the intended alignment by more than 1 in (25 mm) on tangents and on curves up to and including 1 degree (radius of 1745 m or greater). On curves exceeding 1 degree (radius less than 1745 m), the alignment of the stripe shall not deviate from the intended alignment by more than 2 in (50 mm).

Stop work when deviation exceeds the above dimensions, and remove the nonconforming stripe.

653.3.06 Quality Acceptance

Segments of the thermoplastic traffic stripe that have been placed according to the Plans and Specifications may be accepted 30 days after the required work is complete in that segment.

If thermoplastic traffic stripe fails to meet Plan details or Specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this Specification. No additional payment will be made for removal and replacement of unsatisfactory striping.

653.3.07 Contractor Warranty and Maintenance

After segments are accepted, the Contractor will be relieved of maintenance on those segments.

653.4 Measurement

When stripe will be paid for by the square yard (meter), the actual number of square yards (meters) painted will be measured. The space between the stripes will be included in the overall measurement.

Linear measurements may be made by electronic measuring devices attached to a vehicle.

Thermoplastic traffic stripe, complete in place and accepted, is measured as follows:

A. Solid Traffic Stripe

Stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured for payment.

B. Skip Traffic Stripe

Skip stripe is measured by the gross linear mile (kilometer) as specified. The unpainted space between the painted stripes is included in the overall measurement if the Plan ratio of one to three (10 ft [3 m] segment and 30 ft [9 m] gap or other patterns as designated on the Plans) remains uninterrupted. Measurement begins and ends on a stripe.

C. Words and Symbols

Each word or symbol complete according to Plan dimensions is measured by the Unit.

653.4.01 Limits

General Provisions 101 through 150.

653.5 Payment

Payment is full compensation for the Work under this section, including:

- Cleaning and preparing surfaces
- Furnishing all materials
- Applying, curing, and protecting stripe
- Protecting traffic, including providing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Section 653—Thermoplastic Traffic Stripe

Measurement and payment for removing pavement markings will be according to Section 656 when shown in the Proposal as a payment Item. Otherwise, removal will not be paid for separately, but will be included in the payment for other Work under this section.

Payment will be made under:

Item No. 653	Thermoplastic solid traffic stripe, __ in (mm), (color)	Per linear foot (meter)
Item No. 653	Thermoplastic solid traffic stripe, __ in (mm), (color)	Per linear mile (kilometer)
Item No. 653	Thermoplastic skip traffic stripe, __ in (mm), (color)	Per gross linear foot (meter)
Item No. 653	Thermoplastic skip traffic stripe, __ in (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Thermoplastic pavement markings, words, and symbols (color), type _____	Per each
Item No. 653	Thermoplastic traffic stripe	Per square yard (meter)

653.5.01 Adjustments

General Provisions 101 through 150.

State of Georgia
Department of Transportation

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

COUNTY: Barrow

Section 999 – SOLAR POWERED FLASHER ASSEMBLY

999.1 General Description

This work includes furnishing, installing, and making operational a pedestal pole mounted flasher assembly. This assembly shall include a solar panel power source and the warning sign(s) indicated in the plans.

Provide flashing beacon assemblies in the quantities and locations indicated in the plans.

Provide all equipment, materials, and work in accordance with all manufacturers' recommendations, including but not limited to all mounting, wiring and cabling, power supply, surge suppression, and communications equipment and materials.

Ensure all provisions of the MUTCD applicable to Warning Beacons are met except as otherwise provided in this Specification.

999.1.01 Definitions

General Provisions 101 through 150.

Flashing Beacons Assembly: a solar-powered beacon assembly with two yellow LED 1-section signal heads, signs, solar power subsystem, cabinet, battery(s), pole, foundation, and all necessary wiring.

The term "Project Manager" shall mean the individual having the authority to give instructions pertaining to the work and to approve or reject the work. The "Project Manager" shall not however be authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, Plans, and Specifications, nor shall they act as an agent for the Contractor. All Contract items shall be coordinated with the Georgia Department of Transportation's (GDOT) Project Manager.

State of Georgia
Department of Transportation

999.1.02 Related References

A. Georgia Department of Transportation Specifications

- Section 105 – Control of Work
- Section 150 – Traffic Control
- Section 636 – Highways Signs
- Section 647 – Traffic Signal Installation
- Section 850 – Aluminum Alloy Metals (Aluminum Pedestrian Pedestal Posts)
- Section 911 – Sign Posts
- Section 922 – Electrical Wire and Cable
- Section 925 – Traffic Signal Equipment
- Section 939 – Communications and Electronics Equipment

B. Referenced Documents

- American National Standards Institute (ANSI)
- Federal Communications Commission (FCC) regulations
- National Electric Code (NEC)
- Underwriters' Laboratories Inc. (UL)
- National Electrical Manufacturer Association (NEMA)
- Institute of Electrical and Electronic Engineers (IEEE)
- American Society of Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Lightning Protection Institute (LPI)
- National Electrical Safety Code (NESC)
- Occupational, Safety, and Health Act (OSHA)
- Federal Highway Works Administration (FHWA)
- Nation Fire Protection Association (NFPA)
- National Cooperative Highway Research Program (NCHRP)
- Manual on Uniform Traffic Control Devices, 2009 ed. (MUTCD)
- American Association of State Highway Transportation Officials (AASHTO) Roadside Design Guide
- Society of Automotive Engineers (SAE) Std. J595

Obtain approval by the GDOT Project Manager for all materials, equipment, accessories and components that are not in accordance with the specific standards and requirements. Ensure conflicts between referenced industry specifications and this specification are addressed by the GDOT Project Manager.

Use the latest version of referenced industry specifications, standards, and practices in force and in existence as of this project's advertisement date unless otherwise noted.

Acquire and use all applicable manuals, guidelines, standards and practices applying to the design, construction, and testing activities required to complete this project.

999.1.03 Submittals

This section is to be used as a guide and does not relieve the Contractor from submitting additional information to form a complete submittal package.

Provide six (6) copies of complete and thorough submittal data for all components required for this item. Furnish the submittal data to the GDOT Project Manager.

State of Georgia Department of Transportation

Include in the submittal data complete technical and performance specifications on all hardware, materials and training to be performed under this contract. Provide technical schematics clearly showing how the proposed equipment works and is connected and configured.

Organize each package of submittal data and separate by hardware item. Include an index of all submittal data documents contained within the package. Provide neat, legible, and orderly submittal data. Organize each package of submittal data and separate by hardware item.

Use the "Materials Certification Package Index and Transmittal Form", contained in Section 105.02 of the Special Provisions, to document and list all material and components included in the submittal package. Any submittal data that is submitted without the Index/Transmittal form or is incomplete or not clear will be rejected.

A. Flashing Beacon Assembly

1. Flashing Beacon Assembly

Submit complete physical, performance, and operational materials submittal data for the Flashing Beacon sign and all associated components.

2. Mounting Pole and Foundation

- Submit complete physical, performance, and operational materials submittal data for the mounting pole and foundation.
- Submit details of pole construction including foundation, base, pole, mounting height for all equipment and signs, and all necessary dimensions.

3. Solar Panel Subsystem

Submit complete physical, performance, and operational materials submittal data for the solar panel and associated components.

B. Acceptance Testing

- Submit manufacturer's acceptance testing results for the flashing beacon and solar panel.
- Develop and submit detailed and through test procedures with full test plan descriptions and test results data sheets.

999.2 Materials

A. Flashing Beacon Assembly

Ensure that the individual components and assemblies of the Flashing Beacon Assembly conform to the requirements specified herein.

Ensure that all equipment, materials, components and assemblies of the Flashing Beacon Assembly conform to manufacturer's requirements and recommendations.

Construct the system with all electronic components of solid-state design and modular construction and designed for the environment in which they will be installed.

Deliver the Flashing Beacon Assembly with connectors, fasteners, etc. preventing reversed assembly or installation or where possible malfunction or personnel hazards might occur.

Deliver and install the Flashing Beacon Assembly with any other equipment or components needed for safe and reliable operation.

State of Georgia
Department of Transportation

Ensure the Flashing Beacon Assembly consists of the following components and materials:

- Flashing Beacon Assembly
- Solar cell/battery power source
- Signs - W3-3 (36) & W13-1 (18)
- Mounting Hardware
- Configuration and data collection software
- Installation and testing

The Flashing Beacon Assembly shall not be limited to the above listed items if additional items are required to form a complete assembly.

Ensure the Flashing Beacon Assembly meets the performance requirements listed below.

B. Solar Panel Subsystem and Batteries

Ensure solar panel subsystem meets the performance requirements listed below:

- Solar Panel Output: Minimum power, 14 watt or as required by the manufacturer
- Batteries: NiMH type batteries with a lifespan of 4 years minimum
- Cabinet: NEMA 4 rated fiberglass cabinet with locking clasps or approved equivalent
- Cabinet is mounted on pole behind the W3-3 (36) & W13-1 (18) signs
- Solar Panel Mount: pole mount with 45° angle bracket

C. Mounting Pole and Foundation

Provide a mounting pole and foundation designed to support the Flashing Beacon and the associated solar panel, batteries and all equipment required to supply a complete Flashing Beacon Assembly. Ensure the supplied pole meets the minimum requirements as shown on GDOT Traffic Signal Detail TS-12B.

Determine pole foundation dimensions based on the local conditions at the locations indicated in the Plans. Ensure the pole foundation provides a safe and secure mounting of the solar powered Flashing Beacon Assembly.

999.2.01 Delivery, Storage and Handling

A. Flashing Beacon

Provide all materials in protective packaging suitable for shipping and storage. Label all boxes with contents, including manufacturer name, model, serial numbers, and project number. Deliver assemblies to the GDOT Project Manager or his designee. Maintain responsibility for all equipment prior to installation and through final acceptance.

999.3 Construction and Installation Requirements

Ensure that all construction for the equipment, materials, components and assemblies of the Flashing Beacon Assembly conform to the manufacturer's requirements and recommendations.

Install Flashing Beacon Assemblies at the locations indicated on the Plans. Coordinate Contractor installation activities with other utilities along the project corridor.

Supply mounting hardware, poles and foundations adequate for the loads and in compliance with local, state and federal building codes.

Ensure pole and all equipment are grounded in accordance with Department specifications or local, state, and federal building codes.

The Flashing Beacon Assemblies shall be installed per the Georgia Department of Transportation 647 standard specification.

State of Georgia
Department of Transportation

999.3.01 Personnel

General Provisions 101 through 150

999.3.02 Equipment

General Provisions 101 through 150
Section 647- Traffic Signal Installation

999.3.03 Preparation

General Provisions 101 through 150
Section 647- Traffic Signal Installation

999.4 Measurement

A. Equipment

1. Flashing Beacon Assembly

Flashing Beacon Assemblies are measured per each Flashing Beacon Assembly completed and accepted.

999.5 Payment

A. Flashing Beacon Assembly

Flashing Beacon Assemblies are paid for at the Contract Unit Price per each. Payment is full compensation for furnishing and installing the Flashing Beacon Assembly.

Payment for Flashing Beacon Assembly is made under:

Item No. 999	Solar Powered Flashing Assembly	Per Each
--------------	---------------------------------	----------

"EXAMPLE ONLY"
SEE ROAD LIST FOR
LOCATIONS & SPEED
LIMITS.

TYPE 9 (VERY HIGH INTENSITY)
FLUORESCENT YELLOW/GREEN
REFLECTIVE SHEETING AT
TOP PORTION OF THE
S5-1 SIGN

TYPE 9 (VERY HIGH INTENSITY)
REFLECTIVE SHEETING BACKGROUND

SCHOOL
SPEED
LIMIT
35
WHEN
FLASHING

ALUMINUM
POLE

BREAK-A-WAY
BASE

**BARROW COUNTY
STATE OF GEORGIA

SPECIAL PROVISION**

DBE GOAL:

DBE Goals do not apply to this project.

PRE-CONSTRUCTION CONFERENCE:

A Pre-Construction Conference shall be held on this project before any work is started by the contractor.

The Pre-Construction Conference shall include a County representative, Contractor representative.

RETAINAGE:

Retainage will be withheld at the rate of ten (10) percent of the monetary value of the work completed until the project has reached fifty (50) percent complete. At that time the retainage may be reduced to five (5) percent if the status of the work completed is satisfactory and approved by the Engineer.

Final payment of the amounts withheld will not be made until the project has been satisfactorily completed and accepted by the County.

RFB2017-2 BID FORM – Page 1 of 2
(Submit an Original and Four Copies)

PROJECT: RFB2017-2 -- FY2016 Additional L.M.I.G. Off System Safety Program
(Project #SR044)

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY: _____ (Hereinafter called “Bidder”)

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

Barrow County Board of Commissioners:

Having carefully examined the Request For Bid, Scope and Procedure, and Exhibit A, Work Plan for RFB2017-2, as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials as called for by RFB2017-2, and complete all Work within 180 calendar days from the day the Notice To Proceed is issued, in accordance with said documents, for a total bid amount of (complete Page 2 and furnish with Page 1):

_____ (\$_____)

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

Signed, sealed, and dated this ____ Day of _____, 2016.

Bidder: _____ (Seal)
(Company Name)

By: _____

Title: _____

By: _____

Title: _____

RFB2017-2, BID FORM - Page 2 of 2 (Submit an Original and Four Copies)

Section - Solar Powered Flashing Assemblies

Item Number	Approx. Quantity	Unit of Measure	Unit Price (Dollars/Cents)	Item Description	Bid Amount (Dollars/Cents)
999-5100	8	EA		SOLAR POWERED FLASHING ASSEMBLY (includes S5-1 sign)	
Section Sub Total:					

Section - Markings

Item Number	Approx. Quantity	Unit of Measure	Unit Price (Dollars/Cents)	Item Description	Bid Amount (Dollars/Cents)
429-1000	6	EA		RUMBLE STRIPS, THERMOPLASTIC	
652-2501	62	LM		SOLID TRAFFIC STRIPE, 5 IN, WHITE, HIGH BUILD STANDARD PAINT	
652-2502	72	LM		SOLID TRAFFIC STRIPE, 5 IN, YELLOW, HIGH BUILD STANDARD PAINT	
652-3501	1	GLM		SKIP TRAFFIC STRIPE, 5 IN, WHITE, HIGH BUILD STANDARD PAINT	
652-3502	5	GLM		SKIP TRAFFIC STRIPE, 5 IN, YELLOW, HIGH BUILD STANDARD PAINT	
653-0100	2	EA		RR SYMBOL, STANDARD THERMOPLASTIC	
653-0120	82	EA		STANDARD THERMOPLASTIC PVMT MARKING, ARROW, TP 2	
653-0220	44	EA		STANDARD THERMOPLASTIC PVMT MARKING, WORD, TP 2, "STOP"	
653-0230	4	EA		STANDARD THERMOPLASTIC PVMT MARKING, WORD, TP 3A, "SCHOOL"	
653-0240	44	EA		STANDARD THERMOPLASTIC PVMT MARKING, WORD, TP 4, "AHEAD"	
653-1704	1510	LF		STANDARD THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	
653-1804	100	LF		STANDARD THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	
653-6004	100	SY		STANDARD THERMOPLASTIC TRAFFIC STRIPE-WHITE	
653-6006	200	SY		STANDARD THERMOPLASTIC TRAFFIC STRIPE-YELLOW	
Section Sub Total:					

Section - Traffic Control

Item Number	Approx. Quantity	Unit of Measure	Unit Price (Dollars/Cents)	Item Description	Bid Amount (Dollars/Cents)
150-1000	1	EA		TRAFFIC CONTROL	
Section Sub Total:					

Total Bid Amount:

BID BOND

BARROW COUNTY, GEORGIA

BIDDER (Name and Address):

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

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

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

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

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

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title:

By: _____
Signature and Title:
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Attest: _____
Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:

3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

3.2 All Bids are rejected by the County; or

3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

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

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

6. No suit or action shall be commenced under

this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

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

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

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

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

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

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

PAYMENT BOND

BARROW COUNTY, GEORGIA

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, for the construction of a project known as **RFB2017-2 – FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM**, (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

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

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

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

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

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ____ day of _____, 20____.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR (“Principal”):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY’S POWER OF ATTORNEY)

PERFORMANCE BOND

BARROW COUNTY, GEORGIA

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as **RFB2017-2 – FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM** (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

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

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

provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

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

IN WITNESS WHEREOF, the principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this ____ day of _____, 20

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR (“Principal”):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY’S POWER OF ATTORNEY)

CONSTRUCTION SERVICES AGREEMENT
FOR THE FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM

This Construction Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, 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 _____, a _____ with its principal place of business located at _____, ("Contractor"), collectively referred to as the "Parties".

W I T N E S S E T H:

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

WHEREAS, the County solicited bids for construction of the Project pursuant to Barrow County Request for Bid 2017-2, Project Number SR044, dated October 19, 2016; (the "RFB" a copy of which is maintained in the files of the Barrow County Purchasing Department); and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the County awarded Project Number SR044 to the Contractor; and

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

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

WHEREAS, based upon Contractor's bid to perform the construction services described herein, the County has selected Contractor as the successful bidder, and

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

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

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

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

Section 1. Contract Documents

The following documents, attached hereto and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for Bid (maintained on file with the Purchasing Department);
- C. Bid Documents from Contractor, dated _____, _____, with portions attached hereto as Exhibit “A”;
- D. Performance Bond and Payment Bond (included in the RFB maintained on file with the Purchasing Department);
- E. Noncollusion Affidavit of Prime Bidder, attached hereto as Exhibit “B”;
- F. Final Affidavit, attached hereto as Exhibit “C”;
- G. Alien Employment affidavits attached hereto as Exhibits “D” and “E”;
- H. Plans and specifications, including but not limited to the Specifications, the Georgia Department of Transportation Specifications Standards, and Special Provisions, the Typical Resurfacing Sections, Location Maps, and Roadway Summaries (included in the RFB maintained on file with the Purchasing Department), with any modifications (if issued) attached hereto as Exhibit “F”;
- I. Key Personnel, attached hereto as Exhibit “G”;
- J. Notice of Award, attached hereto as Exhibit “H”;
- K. Barrow County Code of Ethics;
- L. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

In the event of any discrepancy among the Contract Documents, that provision that inures most to the benefit of the County, as determined by the County in its sole discretion, shall govern.

Section 2. Project Description

The Project is defined generally as follows: RFB2017-2, Project Number SR044, FY2016 Additional L.M.I.G. Off System Safety Program, which is described generally as the installation of roadway striping, pavement markings and solar powered flashing assemblies at various roadways throughout Barrow County (the “Project”).

Section 3. The Work

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the Work described in the Scope and Procedure, Bid Form, Exhibit A, Work Plan included in the RFB2017-2 and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Section 4. Contract Periods; Liquidated Damages

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written “Notice to Proceed” provided by the County (the “Commencement Date”), and the Parties intend that all Work shall be completed on or before the date **One Hundred Eighty (180) Calendar Days following the Commencement Date specified in the Notice to Proceed.** Every effort shall be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on

January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred Fifty and 00/100 Dollars (\$150.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
 - (2) An increase in equipment or tools;
 - (3) An increase in hours of work or number of shifts;
 - (4) Expediting delivery of materials; and/or
 - (5) Other action proposed if acceptable to County.

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

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

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$_____, except as outlined in Section 6 below (the "Contract Price"). The compensation for

Work performed shall be based upon the unit price shown on the Contractor's Bid Form and actual quantities installed.

- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, actual quantities installed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.
- C. County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety percent (90%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County. Payment for the remaining ten percent (10%) of Work completed and covered by such invoices shall be retained by the County until Final Completion. Once fifty percent (50%) of the Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County, no additional retainage shall be withheld, except as provided below. At the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the County, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. At Final Completion of the Work and as the County determines the Work to be reasonably satisfactory, the County shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the County shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each

subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

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

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

- D. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to the Barrow County Engineering Department, 30 North Broad Street, Winder, Georgia 30680 for approval, with a copy submitted electronically to payables@barrowga.org. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- D. The County Manager has authority to execute without further action of the Barrow County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially

increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Barrow County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

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

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or

orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

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

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

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

E. County's Reliance on the Work

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

F. Contractor's Reliance on Submissions by the County

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

G. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the 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.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor 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 subcontractors, 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. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

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

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County 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: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation policy with 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 Liability and Automobile 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 Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or

borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

- (ii) The Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor 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) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor'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 Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor 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 County and County Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees 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.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

It is the policy of the County 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 the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits “D” and “E” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor’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. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “D”, and submitted such affidavit to County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “E”, and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit “E” to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County contractor or contractor’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor’s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor’s failure to cooperate with the

investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

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.

N. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor 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 Contractor 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 Contractor 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.

O. Confidentiality

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

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

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required 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; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "G" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "G", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be

granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

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

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

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

U. Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the County, Georgia Department of Transportation ("GDOT"), or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, County shall impose contract sanctions as it or

GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the County or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interest of the County and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

Section 8. Covenants of the County

A. Right of Entry

The County shall provide for right of entry for Contractor to enter the respective property in order for Contractor to complete the Work.

Section 9. Warranty

The Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the Work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.
- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

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

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County

all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Miscellaneous

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
 - (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, 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 as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed

the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.

F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

G. Notices.

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

All communications relating to the day-to-day activities of the Work shall be exchanged between _____ for the County and _____ for the Contractor.

(2) Official Notices.

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third 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
c/o Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

NOTICE TO CONTRACTOR shall be sent to:

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

H. Waiver of Agreement. No failure by the County to enforce any right or power

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

- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR: _____

BARROW COUNTY, GEORGIA

By: _____

_____, _____
[NAME AND TITLE]

_____, _____
[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Witness

Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

EXHIBIT “A”

[BID DOCUMENTS]

EXHIBIT "B"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

**STATE OF GEORGIA
COUNTY OF BARROW**

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

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____ (the "Bidder") that has submitted the attached Bid;

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

(3) Such Bid is genuine and is not a collusive or sham Bid;

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

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

FINAL AFFIDAVIT

TO BARROW COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of Project Number SR044 FY2016 Additional L.M.I.G. Off System Safety Program for Barrow County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

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

Notary Public

[NOTARY SEAL]

My Commission Expires

EXHIBIT "D"

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "E"

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

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

Federal Work Authorization User Identification
Number

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

Date of Authorization

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

Name of Subcontractor

Signature of Authorized Officer or Agent

Name of Project

Printed Name and Title of Authorized Officer or
Agent

Name of Public Employer

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "F"

EXHIBIT “H”

[INSERT NOTICE OF AWARD]

NOTICE OF AWARD

TO: _____

PROJECT TITLE: RFB2017-2 -- FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM (PROJECT # SR044)

Barrow County Board of Commissioners (Owner) has considered the Bid submitted by you for the above described Project which was opened and read on _____, 2016. You are hereby notified that your Bid has been accepted for the Project in the amount of \$_____ dollars.

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

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

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

Dated this _____ day of _____, 2016.

BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

By: _____

Michael R. Renshaw, County Manager

ACCEPTANCE OF NOTICE OF AWARD:

RECEIPT OF THIS NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:

BY: _____ TITLE: _____

DATED THIS THE _____ DAY OF _____, 2016.

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: RFB2017-2 -- FY2016 ADDITIONAL L.M.I.G. OFF SYSTEM SAFETY PROGRAM (PROJECT # SR044)

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

Date this ___ day of _____, 2016.

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

Receipt of the above "Notice to Proceed" is hereby acknowledged by _____
_____ this the _____ day of
_____, 2016.

BY: _____ (CONTRACTOR)
TITLE: _____

COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

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

Section Two. Definitions.

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

- (A) **"Board"** means the Barrow County Board of Commissioners.
- (B) **"Board of Ethics"** means the Barrow County Board of Ethics as formed and described herein.
- (C) **"Business Entity"** means any business of whatever nature regardless of how designated or formed, whether a sole proprietorship, partnership, joint venture, association, trust, corporation, limited liability company, or any other type of business enterprise and whether a person acting on behalf of, or as a representative or agent of, the business entity.
- (D) **"Confidential Information"** means any information that, by law or practice, is not reasonably available to the public.
- (E) **"County Official"** means the Barrow County Board of Commissioners, any member of a board, commission or authority appointed by the Board, the Chief of

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

- (F) **“Employee”** means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.
- (G) **“Family”** means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.
- (H) **“Interest”** means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:
- (1) His or her family;
 - (2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;
 - (3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is

controlled or owned directly or indirectly by the county official or employee.

- (l) **“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 a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.
- (D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.

- (E) To perform any other function authorized by this Ordinance.
- (F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

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

Section Nine. Counsel.

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

Section Ten. Adherence to the Ethics Ordinance.

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

Section Eleven. Prohibition Against Certain Conflicting Political Activity.

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

- (1) **“Member of the Board of Ethics”** means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.
- (2) **“Political Party”** means a national political party, a state political party, a political action committee, and/or any affiliated organization.
- (3) **“Election”** includes a primary, special and general election.
- (4) **“Nonpartisan Election”** means:
 - (a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and
 - (b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character
- (5) **“Partisan”** when used as an adjective, refers to a political party.
- (6) **“Political Fund”** means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or

anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee or other entity.

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

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

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

nonpartisan election;

- (8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;
- (9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and
- (10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

- (1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.
- (2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:
 - (a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;
 - (b) Organize or reorganize a political party organization or political club;
 - (c) Directly or indirectly solicit, receive, collect, handle, disburse, or

account for assessments, contributions or other funds for a partisan political purpose;

- (d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;
- (e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;
- (f) Become a candidate for, or campaign for, an elective public office In a partisan election;
- (g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;
- (h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;
- (i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;
- (j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;
- (k) Serve as a delegate, alternate or proxy to a political party convention;
- (l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan

candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

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

Section Twelve. Limitation of Liability.

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

Section Thirteen. Advisory Opinion.

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

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:

- (A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the 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 sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.
- (E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.
- (F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems

Necessary to fulfill its obligations under this Ordinance.

Section Fifteen. Disciplinary Action.

- (A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
 - (1) Written warning or reprimand;
 - (2) Suspension without pay;
 - (3) Termination of employment; and
 - (4) Repayment to the County of any unjust enrichment.

- (B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
 - (1) Written warning, censure or reprimand;
 - (2) Removal from office to the extent provided by Georgia law; and
 - (3) Repayment to the County of any unjust enrichment.

- (C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought 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