Voting Session Agenda
Tuesday, March 25, 2014 – 7:00 PM

I. Call To Order, Invocation, Pledge to Flag

II. Opening Remarks by Chairman

III. Approval of Agenda

IV. Approval of Minutes:
   Voting/Work Session: March 11, 2014
   Executive Session: March 11, 2014

V. Public Comment on Agenda items
   Limit to five minutes per person on agenda items which are not scheduled to have a public hearing.

VI. Public Hearings
   None

VII. Old Business
   1. Planning/Guy Herring
      a. SU2014-003 Kenneth Chad Faulkner, 1100 Jefferson Hwy, Winder, GA. Request for Special Use to operate a home business. Tabled from March 11, 2014 meeting.

VIII. New Business
   1. County Manager/Randall Dowling
      a. Approval of an amendment to the Professional Services Agreement between Barrow County and Tusa Consulting.

      b. Approval of a bid award for the construction of a wastewater pump station to serve the Sims Career Academy, new Lanier Technical campus, new Cultural Arts Center, and the county’s Industrial property.

   2. Finance/Rose Kisaalita
      a. Budget amendment for the 911 Special Revenue Fund for audit purposes.
VIII. New Business

2. Finance/Rose Kisaalita
   b. Budget amendment is requested to transfer $36,500 from the contingency account to the Governing Body department to pay for Sutton Consulting for service delivery strategy negotiations.
   
c. Budget amendment is requested to transfer $5,000 from the contingency account to the Governing Body department to pay for consulting services by Oliver Porter related to public/private partnerships.
   
d. Budget amendment is requested to transfer $718,054 from the Capital Lease Committed Fund Balance for the Radio System Narrowbanding Project to the Capital Project Fund to pay for the Tusa Consulting service agreement and remaining narrowbanding project expenses.

3. Human Resources/Charlie Felts
   a. Recommendation of an Animal Control Director

IX. Consent Agenda

1. County Manager/Randall Dowling
   a. Approval of the Capital Projects Fund Distribution.

2. Planning/Guy Herring

X. Executive Session (if needed)

XI. Adjournment
Voting & Work Session Minutes
Tuesday, March 11, 2014 – 7:00 PM
Present: Pat Graham, Joe Goodman, Kenny Shook, Steve Worley, Isaiah Berry,
Billy Parks, Ben Hendrix, Randall Dowling, Danielle Austin

I. Call To Order, Invocation, Pledge to Flag
Chairman Graham called the meeting to order at 7:00 pm; Commissioner Kenny Shook
gave the invocation and lead the pledge.

II. Opening Remarks by Chairman
Chairman Graham welcomed those in attendance.

III. Approval of Agenda
Action: Approve the agenda with the addition of the Work Session agenda as number 8 on the voting agenda. Motion: Graham; Second: Goodman; Vote: 7-0; Graham: Yes;
Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

IV. Approval of Minutes:
Voting Session: February 25, 2014
Work Session: February 25, 2014
Executive Session: February 25, 2014
Action: Approve minutes from the February 25, 2014 sessions. Motion: Hendrix;
Second: Worley; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes;
Berry: Yes; Parks: Yes; Hendrix: Yes.

V. Public Comment on Agenda items
Limit to five minutes per person on agenda items which are not scheduled to have a
public hearing.
No public comments.

VI. Public Hearings
1. Planning/ Guy Herring
   a. RZ2014-001. Application from M & A Enterprises, LLC to rezone property at
      1388 Duncan Lane from M-2 Heavy Industrial to M-1 Light Industrial.
      Action: Approve application. Motion: Berry; Second: Goodman; Vote: 7-0;
      Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes;
      Hendrix: Yes.
Voting Session Minutes  
Tuesday, March 11, 2014  
Page 2

b. RZ2014-002. Application from M & A Enterprises, LLC to rezone property at 1392 Duncan Lane from M-2 Heavy Industrial to M-1 Light Industrial.
   Action: Approve application. Motion: Berry; Second: Hendrix; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

c. SU2014-003. Application from Kenneth Chad Faulkner for Special Use for property located at 1100 Jefferson Highway.
   Action: Table until March 25, 2014 meeting. Motion: Shook; Second: Worley; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

d. RZ/SU2014-004. Application from Walton GA, LLC, to rezone 63.88 acres at southeast corner of the intersection of Tom Miller & Roxey Maxey Road from AG-Agricultural to R-3 Master Planned Development.
   Action: Approve application. Motion: Berry; Second: Worley; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

e. RX2014-005. Application from JW Perkins Investments to rezone property located on GA HWY 82 from AR-Agricultural Residential to R-1 Residential.
   Action: Approve application. Motion: Shook; Second: Goodman; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

VII. Consent Agenda
1. Appointments


   c. Appointment of Dr. Ron Saunders to the Personnel Review Board for an unexpired four year term ending December 31, 2016.
d. Appointment of Mark Staley to the Barrow County Planning Commission for an unexpired four year term ending December 31, 2014. (Commission District 4 appointment).

e. Appointment of Carolyn Goddard to the Board of Appeals for an unexpired four year term ending December 31, 2016. (Commission District 2 appointment).

Action: Approve the items on the Consent Agenda. Motion: Graham; Second: Worley; Vote: 7-0; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

VIII. Work Session Items

1. New Business

a. Consideration of a proposal for Capital Projects Fund Distribution


b. Award of RFQP 2014-3 Professional Building Plan Review and Inspection Services.


IX. Executive Session

Action: Convene Executive Session at 8:00 pm for the purpose of discussing pending or potential litigation. Motion: Graham; Second: Goodman; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

Actions: Adjourn Executive Session at 9:00 pm. Motion: Graham; Second: Berry; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.

X. Adjournment

Action: Adjourn Voting Session at 9:01 pm. Motion: Graham; Second: Hendrix; Vote: 7-0; Graham: Yes; Goodman: Yes; Shook: Yes; Worley: Yes; Berry: Yes; Parks: Yes; Hendrix: Yes.
Barrow County Board of Commissioners

Danielle Austin, County Clerk
STATE OF GEORGIA  
COUNTY OF BARROW  

AFFIDAVIT OF BARROW COUNTY BOARD OF COMMISSIONERS  

Pat Graham, Chairman; Joe Goodman, Commissioner; Kenny Shook, Commissioner; Steve Worley, Commissioner; Isaiah Berry, Commissioner; Billy Parks, Commissioner; Ben Hendrix, Commissioner; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The Barrow County Board of Commissioners met in a duly advertised meeting on 3/11/2013.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at ___________ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following within the exceptions provided by the open meetings law:
   - Consultation with the county attorney or other legal counsel to discuss pending and potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. §50-14-2(1);
   - Discussion of tax matters made confidential by state law as provided in O.C.G.A. §50-14-1(2) and O.C.G.A. §__________;
   - Discussion of the purchase, disposal or lease of property, ordering of an appraisal related to the acquisition or disposal of real estate, entering into a contract to purchase, dispose of, or lease property (subject to approval in a subsequent public vote), and/or entering into an option to purchase, dispose of, or lease real estate (subject to approval in subsequent public vote) as provided by O.C.G.A. § 50-14-3(b)(1)(B)(C)(D) and (E);
   - Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee or interviewing applicants for the position of the executive head of an agency as provided in O.C.G.A § 50-14-3(b)(2);
   - Other: __________________________ as provided in O.C.G.A §__________.

This the 11 day of March 2013.

Barrow County Board of Commissioners

Joe Goodman, Commissioner

Pat Graham, Chairman

Kenny Shook, Commissioner

Steve Worley, Commissioner

Billy Parks, Commissioner

Isaiah Berry, Commissioner

Ben Hendrix, Commissioner

Sworn to and subscribed before me this 11 day of March, 2014.

Danielle Austin

Notary Public
Executive Session Summary
Barrow County Board of Commissioners
233 East Broad Street . Winder, Georgia 30680
Large Conference Room

DATE 3/11/14

Pat Graham, Chairman
Joe Goodman, District 1
Kenny Shook, District 2
Steve Worley, District 3
Satah Berry, District 4
Billy E. Parks, District 5
Ben Hendrix, District 6
Randall Dowling, County Manager
Angie Davis, County Manager
Danielle Austin, County Clerk

On advice of the County Attorney, a motion was made to go into Executive Session to discuss matters properly excluded from the Georgia Open and Public Meetings Law (O.C.G.A. §50-14), specifically:

- Discussion with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings or other judicial actions
- Discussion of future acquisition, disposition, or lease of real estate
- Discussing or deliberating upon the appointment, employment, hiring, disciplinary action or dismissal, or performance of a public officer or employee
- Discussion of a record exempt from disclosure where consideration of the record cannot be had without disclosure of the record

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Motion: Graham
Second: Goodman
Vote: 7-0
Time: 8:00pm

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<td>Time</td>
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Motion: Graham
Second: Berry
Vote: 7-0
Time: 9:00pm

Danielle Austin
County Clerk

ES Summary Form – Revised February 4, 2013
Barrow County Board of Commissioners Agenda Request

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<td>Submitted By:</td>
<td>Rebecca Whiddon</td>
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<td>Budget Type:</td>
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Item of Business:
SU 2014-003 Kenneth Chad Faulkner, 1100 Jefferson Hwy, Winder, GA. Request for Special Use to operate a home business

Attachments: Yes

Authorization: Chairman's Signature? No

Department Recommendation: Approval

Department Head Sign Off:

Attorney Comments (if applicable):

Attorney Sign Off (if applicable):

Financial Services Use Only

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Finance Comments

CFO Sign Off: Rose Kisaalita 3/7/14

County Manager Sign Off: Randall Dowling 3/7/14
MEMO

March 4, 2014

To: Pat Graham, Chairman
Barrow County Board of Commissioners

From: Barrow County Planning Commission

RE: March 11, 2014 Board of Commissioners meeting; Items from January 16th & February 20th, 2014 Planning Commission agenda

A. PLANNING COMMISSION REZONES:

3. CASE #: SU 2014-003
APPLICANT: Kenneth Chad Faulkner
OWNER: Kenneth Chad Faulkner
LOCATION: 1100 Jefferson Highway (XX103 041)
DISTRICT: 2
SIZE: +/- 6.72 acres
ZONING: AR
COMMENTS: Applicant is requesting to a Special Use in order to operate his business from his home.

STAFF RECOMMENDATION: The Planning Department recommends APPROVAL.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends APPROVAL.
STAFF REPORT: SU-2014-003

APPLICANT NAME: Kenneth Chad Faulkner

PROPERTY OWNER: Kenneth Chad Faulkner

LOCATION: 1100 Jefferson Highway, Winder, GA

DISTRICT: 2

PARCEL SIZE/MAP&PARCEL: XX103 041

EXISTING ZONING: AR – Agricultural Residential

EXISTING LAND USE: Single Family Home

PROPOSED USE & ACTION REQUESTED:
The applicant is requesting a Special Use in order to operate his business, Faulkner Tree Service, out of his home.

SCHEDULED HEARINGS:
Planning Commission: January 16, 2014
Board of Commissioners: February 11, 2014 (Postponed to March 11th due to weather)

STAFF SUMMARY:
The applicant is requesting a Special Use in order to operate his business out of his home. The property is currently zoned AR Agricultural Residential, and per table 2.3 of the UDC a Home Business is allowed in the AR zoning with a Special use from the BOC. Section 89-219 (d) states, Home business.

(1) Special requirements.
   a. Whenever the applicant ceases to occupy the premises for which the home business was approved, no subsequent occupant of such premises shall engage in any home business until he shall have been issued a new special use approval.
b. The applicant must be the owner of the property on which the home business is to be located, or must have written approval of the owner of the property if the applicant is a tenant.

(2) Limitations on size and location.
   a. The use shall be conducted entirely within the dwelling unit.
   b. No more than 50 percent of the dwelling unit may be used for the home business.

(3) Activity controls. Only persons living in the dwelling unit plus one employee other than persons living in the dwelling unit shall be employed therein.

(4) Outdoor storage and parking.
   a. It shall be unlawful to store or park any business material, equipment or vehicle on the premises of the home business, unless any such business material, equipment or vehicle is confined entirely within the residence or in an approved accessory structure, except that:
      1. One business vehicle complying with the restrictions contained in subsections 89-728(a) and (b), and used exclusively by the resident may be parked on a paved driveway or other paved parking area, in a carport or garage, or in a rear yard; and
      2. In an AG or AR district only, wreckers, dump trucks, flat bed trucks, tow trucks, mechanical earthmoving equipment or any commercial vehicle may be stored at the location of the home occupation and if such vehicle is used exclusively for an agricultural purpose.

FUTURE LAND USE MAP CATEGORY:

The Future Development Map 2007-2027 reflects this area as Emerging Suburban.

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<th>Land Uses</th>
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<tr>
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</table>
Comments from Other Departments and Agency's

Engineering: No Comments
Fire Marshall: No Comments
Board of Education: No Comments
GA D.O.T.: No Comments

STAFF ANALYSIS

A. Is the proposed use consistent with the stated purpose of the zoning district that is being requested? Yes.

B. Is the proposed use suitable in view of the zoning and development of adjacent and nearby property? Yes, adjoining parcels are larger Agricultural
properties with the exception of the parcel to the rear which is zoned R-1 residential within a platted subdivision.

C. Will the proposed use not adversely affect the existing use or usability of adjacent or nearby property? Yes it will not adversely affect the use of nearby properties.

D. Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan? Yes

E. Are there substantial reasons why the property cannot or should not be used as currently zoned? No

F. Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection? No

G. Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties? Yes

H. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property? Yes

**STAFF RECOMMENDATION:**
Staff recommends Approval.
APPLICATION FOR:

☐ Rezoning
☐ Special Use
☐ Change in Conditions

Date Received: 11/26/13
Fee Received: $800.00
Case #: ZU 2014-003

Note to Applicant: All applications must be typed or printed legibly in black ink only and all entries must be completed on all the required application forms. If you are uncertain of the applicability of an item, contact the Planning and Development Department. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant: Kenneth Chad Faulkner
Mailing Address: 1400 Jefferson Hwy, Winder, GA 30680
Telephone: 678-858-2530

Applicant is the: Owner's Agent
Property Owner(s): Kenneth Chad Faulkner
Mailing Address: 1400 Jefferson Hwy, Winder, GA 30680
Telephone: 678-858-2530
Contact Person: Chad Faulkner
Mailing Address: Same
Telephone: Same

Address/Location of Property: 1400 Jefferson Hwy
Tax Map No.: XX103
Tax Parcel No.: 041

Acreage of Entire Parcel: 6.72
Acreage to be Rezoned (if not entire parcel): 6.72

Present Zoning District(s): AR
Proposed Zoning District: AR with SU
Proposed Development: Special Use in order to operate home business.

TAX COMMISSIONER'S OFFICE USE ONLY

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING
The undersigned certifies that all Barrow County taxes billed to date for the parcel listed below have been verified as paid current to the Tax Commissioner of Barrow County, Georgia and confirmed by the signature below. In no case shall an application or re-application for zoning action be processed without such property verification (Note: A separate application and verification form must be completed for each tax parcel included in the rezoning request.)

PARCEL ID: NUMBER: XX103 - 041
Name: Debbie Brown
Title: Appraiser-Tax Clerk
Date: 10/24/13
Page 1 of 11
Application for Zoning Action
Barrow County, Georgia

APPLICANT'S CERTIFICATION

I (we) hereby authorize staff of Barrow County to inspect the premises of the above-described property. I (we) do hereby certify the information provided herein is both accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

The undersigned below is authorized to make this application. The undersigned is aware that no application or re-application affecting the same land shall be submitted within twelve (12) months from the date of the last action by the Board of Commissioners; unless waived by the Board.

Signature of Applicant

Linda Gene Bit

Signature of Notary Public

Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application. The undersigned is aware that no application or re-application affecting the same land shall be submitted within twelve (12) months from the date of the last action by the Board of Commissioners; unless waived by the Board.

Signature of Property Owner

Linda Gene Bit

Signature of Notary Public

Date

OFFICE USE ONLY

Date Accepted

Is Project a DRI? Yes, No

If yes, date sent to DCA

Is Project In "Sphere of Influence"? Yes, No

Which Municipality? Deadline to send notice

Deadline for Notice to Newspaper

Sign Placement Deadline

Date of Planning Commission Public Hearing

Planning Commission Recommendation (w/Date)

Date of Transmittal to Board of Commissioners

Board of Commissioners Action (w/Date)

Page 2 of 13
Barrow County, Georgia
Attachment A
Disclosure of Campaign Contributions & Gifts

Application filed on __ _ _____ _ _ , 20_ for action by the Planning Commission and Board of Commissioners for zoning action requiring a public hearing on property described as follows:

The undersigned below, making application for a zoning action, has complied with O.C.G.A. Section 36-67A-1, et. seq., Conflict of Interest in Zonin g Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations having a property or other interest in said property subject of this application are as follows:

Have you as applicant, agent for applicant, or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the Barrow County Board of Commissioners or Barrow County Planning Commission? □ YES □ NO

If YES, please complete the following section (attach additional sheets if necessary):

<table>
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<th>Name and Official Position of Government Official</th>
<th>Contributions (List all which aggregate to $250 or more)</th>
<th>Date of Contribution (Within last 2 years)</th>
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I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Chad Faulkner, Owner

Signature of Applicant's Representative

Signature of Notary Public

Type or Print Name and Title

Type or Print Name

(Affix raised seal here)

1 Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.
Barrow County, Georgia
Attachment B
Proffered Conditions

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

- Will plant Leyland Cypress tree along road for a barrier/buffer on property.
- Just asking for special use to part bricks and equip on property zoned AR 7+ acres.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application: N/A

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

[Signature]
Signature of Applicant

Chad Faulkner
Owner

[Signature]
Signature of Applicant's Representative

[Signature]
Signature of Notary Public

Date 11-12-13
Barrow County, Georgia
Attachment C2
Standards for Special Use Consideration

This Attachment not required for Rezoning Applications

A special use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria. Emphasis may be placed on those criteria most applicable to the specific use proposed:

Please respond to the following standards in the space provided or you may use an attachment as necessary:

(A) Will the proposed special use be consistent with the stated purpose of the zoning district in which it will be located?
   Yes

(B) Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?

(C) Will the establishment of the special use impede the normal and orderly development of surrounding property for uses predominate in the area?
   Yes

(D) Is the location and character of the proposed special use consistent with a desirable pattern of development for the locality in general?
   Yes

(E) Is or will the type of street providing access to the use be adequate to serve the proposed special use?
   Yes

(F) Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?
   Yes
(G) Are or will public facilities such as schools, water or sewer utilities, and police or fire protection be adequate to serve the special use?

Yes

(H) Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare, or odor?

Yes

(I) Will the hours and manner of operation of the special use have no adverse effects on other properties in the area?

Yes

(J) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size, or location of buildings or other structures on neighboring properties?

Yes
To Whom it may concern, I live at 1100 Jefferson Hwy Winder Ga 30680. My current zoning is AR, I run a tree service and would like to obtain a special use permit to park my trucks required on my property. I plan to gravel the proposed area to park a bucket truck, chipper truck, log truck, a skid steer loader and Stump Grinder. I will plant Leyland Cypress along road. I also plan on putting up a pole barn/shop to house some equipment. I have only one employee other than my son. Thanks

Chad F.
**Barrow County Water & Sewerage Authority**

625 Highway 211 NE
Winder, GA 30680

Phone (770) 307-3014
Fax: (770) 307-3118

Office Hours: Monday - Friday 8:00am - 5:00pm

24 Hour Drop Box Located AT 625 Highway 211 NE

---

### Service

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### Reconnect Charges

- $30.00 Reconnection Fee
- $30.00 NSF Returned Check Fee

---

**THE OFFICE WILL BE CLOSED 11-28-13 AND 11-29-13**

**FOR ALL EMERGENCIES DURING NON-BUSINESS HOURS CALL 770-307-3122 TO REPORT ANY PROBLEM**

**FOR BILLING INQUIRIES CALL OUR CUSTOMER SERVICE REPRESENTATIVES AT (770) 307-3014**

CREDIT AND DEBIT CARD PAYMENTS ACCEPTED UNTIL 4:30PM EACH BUSINESS DAY.

By paying with a check, you authorize us to electronically debit the amount of the check from your financial institution account.

---

**RETURN SERVICE REQUESTED**

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**PAYING IN PERSON, PLEASE BRING ENTIRE BILL, PLEASE DETACH AND RETURN LOWER PORTION WHEN PAYING BY MAIL.**

---

**ACCOUNT NUMBER**

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<th>DUE DATE</th>
<th>PREVIOUS BALANCE</th>
<th>TOTAL AMOUNT DUE</th>
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<tbody>
<tr>
<td>67.50</td>
<td>10/31/2013</td>
<td>11/20/2013</td>
<td>220.75</td>
<td>288.26</td>
</tr>
</tbody>
</table>

---

**Make Checks Payable To:**

Barrow County Water & Sewerage Authority
625 Highway 211 NE
Winder, GA 30680-3175
**ON-SITE SEWAGE MANAGEMENT SYSTEM INSPECTION REPORT**

**SECTION A - GENERAL**

1. **Type Water Supply:**
   - (1) Public, (2) Community, (3) Indiv.
   - Blank = Not Applicable; 0 = Unknown

2. **Financial Assistance:**
   - (1) FHA, (2) VA, (3) Farmers Home, (4) Conventional, (5) Other

3. **House Structure:**
   - (1) New, (2) Existing < 1 year, (3) Existing > 1 year

4. **Sewage Disposal Installation:**
   - (1) New, (2) Repair to existing sys.

5. **If Repair of Existing System - Years System Installed:**
   - (1) < 1 year, (2) 1 - 2, (3) 2 - 3, (4) 3 - 5, (5) 5 - 10, (6) >10

6. **Percolation Rate Min./In.:**

7. **Is Property Part of a Subdivision:**

**SECTION B - FACILITY**

1. **Type Facility; See Code Below**

2. **Water Usage Determined by:**
   - (1) No. Bedrooms, (2) No. Gallons

3. **umber Bedrooms or Gallons:**

**SECTION C - LOT SIZE**

1. **Lot Depth (Average):**

2. **Lot Width (Average):**

3. **Building Line (Feet):**

**SECTION D - PRIMARY TREATMENT**

1. **Sewage Disposal Method:**
   - (1) Septic Tank, (2) Construction Privy, (3) Etc. Privy, (4) Acrobic Unit, (5) Other

2. **Septic Tank Capacity (gallons):**

3. **Unit Tank/Compartment Capacity:**

4. **Septic Tank Inside Length (feet):**

5. **Septic Tank Inside Width (feet):**

6. **Septic Tank Liquid Depth (feet):**

7. **Septic Tank Material:**
   - (1) Precast concrete, (2) Poured in place, (3) Other

8. **Dosing Tank Capacity (gallons):**

9. **Grease Trap Capacity (gallons):**

10. **Distance Septic Tank from Well:**

**SECTION E - SECONDARY TREATMENT**

1. **Field Layout Method:**
   - (1) Distribution Box, (2) Level Field, (3) Serial, (4) Mound, (5) Other

2. **Absorption Field:**

3. **Total Square Feet:**

**SECTION F - HEALTH AGENCY TIME**

1. **Total Inclusive Time (min.):**

**SECTION G - SYSTEM APPROVED**

1. **Yes**

2. **No**
2012 Property Tax Statement

Melinda W. Williams
Barrow County Tax Commissioner
233 E. Broad St., Room 121
Winder, GA 30680
wtax@barrowga.org

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Barrow County Tax Commissioner

FAULKNER KENNETH CHAD
1100 JEFFERSON HWY
WINDER, GA 30680

RETURN THIS PORTION WITH PAYMENT
(1% interest per month will be added if not paid by due date)

Melinda W. Williams
Barrow County Tax Commissioner
233 E. Broad St., Room 121
Winder, GA 30680
barrowtax@barrowga.org

Phone: (770) 307-3106  Fax: (770) 867-8985

<table>
<thead>
<tr>
<th>Building Value</th>
<th>Land Value</th>
<th>Acres</th>
<th>Fair Market Value</th>
<th>Taxable Value</th>
<th>Millage Rate</th>
<th>Gross Tax</th>
<th>Credit</th>
<th>Net Tax</th>
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<tbody>
<tr>
<td>15,541</td>
<td>30,112</td>
<td>6.7200</td>
<td>165,653</td>
<td></td>
<td></td>
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</table>

Residents of Barrow County are eligible for a homestead exemption on the property that they OWN AND OCCUPY as their primary residence on January 1 of the taxable year. Those residents who are age 62 or older MAY be eligible for additional exemptions. For application dates and information please contact the Tax Assessor’s office at (770)307-3108.

Tax Commissioners Office Hours Monday - Friday 8am - 5pm

Printed: 10/24/2013
GENERAL NOTES:
1. THERE IS NO FLOOD PLAIN PER FEMA FIRM MAP.
2. THE TRACT IS USED AS A PRIMARY RESIDENCE.
3. WATER SUPPLY IS PROVIDED BY BCSWA.
4. SEWER IS PROVIDED BY A INDIVIDUAL SEPTIC SYSTEM
5. BOUNDARY REFERENCED PER PLAT BY WT. JUNAHED
6. TAX MAP 103 - PARCEL 041

OWNER/APPLICANT
CHAD FAULKNER
1100 JEFFERSON HIGHWAY
WINDER, GA 30680
PH: 678-858-2530

Scale 1" = 50'

SPECIAL USE PERMIT FOR
STATE OF GEORGIA

CHAD FAULKNER

SULLIAN, LLC

STILLING ENGINEERING, LLC

REV
STATE
DATE

DRAWN BY
STATE
DATE

DRAUGHTED BY
STATE
DATE
Barrow County Board of Commissioners Agenda Request

Department: County Manager  Date Submitted: 3/17/2014


Submitted By: Randall Dowling  Budget Type: Operating

Item of Business:

Approval of an amendment to the Professional Services Agreement between Barrow County and Tusa Consulting.

Attachments:
Yes

Authorization: Chairman's Signature? Yes

Department Recommendation: Approval

Department Head Sign Off:

Attorney Comments (if applicable)

Attorney Sign Off (if applicable):

Financial Services Use Only

<table>
<thead>
<tr>
<th>Budgeted</th>
<th>Funding Source</th>
<th>Current Balance</th>
<th>Requested Allocation</th>
<th>Balance If Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Committed Fund Balance - Capital Project Funds</td>
<td>$718,054.00</td>
<td>$75,000.00</td>
<td>$643,054.00</td>
</tr>
</tbody>
</table>

Finance Comments
These are funds left from the capital lease funds for the narrow banding project.

CFO Sign Off
Rose Kisaalita  3/20/14

County Manager Sign Off
Randall Dowling  3/20/14
STATE OF GEORGIA, COUNTY OF BARROW  
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  

This First Amendment ("First Amendment") to that Professional Services Agreement, dated January 24, 2014 (the "Agreement"), made and entered into by and between BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and Tusa Consulting Services II, LLC ("Consultant"), each sometimes hereinafter individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS  
WHEREAS, the County and Consultant entered into the Agreement for Consultant to provide certain services generally described as Radio System Consulting Services to the County; and  
WHEREAS, the County and Consultant would like to modify the compensation of Consultant contemplated by the Agreement;  
NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:  

1. The Parties agree to amend the first sentence of Section III(B) of the Agreement to read as follows: "The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $75,000.00."  
2. Except as modified by the above item 1, this First Amendment in no way modifies or changes the original Agreement to be performed under the specifications thereof, and the original Agreement continues in full force and effect.  
3. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.  
4. Each of the individuals executing this First Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.  

WHEREFORE, the Parties having read and understood the terms of this First Amendment, they do hereby agree to such terms by execution of their signatures below.  

BARROW COUNTY, GEORGIA  

________________________________________  
Pat Graham, Chairman  

Sworn to and subscribed before me this ____ day of ________,  
2014.  

________________________________________  
Notary Public  
(Notary Seal)  

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]  

1
Barrow County Board of Commissioners Agenda Request

<table>
<thead>
<tr>
<th>Department:</th>
<th>County Manager</th>
<th>Date Submitted:</th>
<th>3/17/2014</th>
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<tbody>
<tr>
<td>Working Session:</td>
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<td>Voting Session:</td>
<td>3/25/2014</td>
</tr>
<tr>
<td>Public Hearing:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submitted By:</td>
<td>Randall Dowling, County Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Type:</td>
<td>Operating</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item of Business:

Approval of a bid award for the construction of a wastewater pump station to serve the Sims Career Academy, new Lanier Technical campus, new Cultural Arts Center, and the county's Industrial property.

Attachments: Yes

Authorization: Chairman's Signature? Yes

Department Recommendation: Approval

Department Head Sign Off:

Attorney Comments (if applicable):

Attorney Sign Off (if applicable):

Financial Services Use Only

<table>
<thead>
<tr>
<th>Budgeted</th>
<th>Funding Source</th>
<th>Current Balance</th>
<th>Requested Allocation</th>
<th>Balance If Approved</th>
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<tr>
<td>No</td>
<td>GEFA Loan</td>
<td>$2,991,507.00</td>
<td>$294,793.20</td>
<td>$2,696,713.80</td>
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<tr>
<td></td>
<td>ARC Grant</td>
<td>$218,694.34</td>
<td>$218,694.34</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Finance Comments:
This project will be funded from two sources: ARC Grant Funds and GEFA loan.

CFO Sign Off
Rose Kisaalita
3/30/14

County Manager Sign Off
Randall Dowling
3/20/14
To: Board of County Commissioners
From: Randall Dowling, County Manager
Subject: Bid Award for the Construction of a Wastewater Pump Station to Serve the New Sims Career Academy, New Lanier Technical Campus, New Cultural Arts Center, and the County's Industrial Property
Date: March 17, 2014

BACKGROUND
A bid document was prepared and distributed to various vendors for the county to obtain competitive bids from qualified contractors to generally construct a wastewater pump station, 3,740 linear feet of four inch force main, and 400 feet of twelve inch gravity sewer to serve the new Sims Career Academy, new Lanier Technical campus, new Cultural Arts Center, and the county’s industrial property. The bid document was advertised on Dec. 11 and 25 in the county’s legal organ, the Barrow Journal, posted on the county’s web site and posted in other places. The deadline for responses was January 9, 2014. On the deadline date, the county received ten responses as outlined below.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td>Po Boys Plumbing, Inc.</td>
<td>412,175.00</td>
</tr>
<tr>
<td>Knott Construction</td>
<td>439,900.00</td>
</tr>
<tr>
<td>Structural Resources, Inc.</td>
<td>448,605.00</td>
</tr>
<tr>
<td>Lanier Contracting Company</td>
<td>486,101.00</td>
</tr>
<tr>
<td>Griffin Brothers</td>
<td>486,273.84</td>
</tr>
<tr>
<td>Lakeshore Engineering, LLC</td>
<td>494,857.00</td>
</tr>
<tr>
<td>GS Construction, Inc.</td>
<td>563,265.00</td>
</tr>
<tr>
<td>Strickland &amp; Sons Pipeline, Inc.</td>
<td>634,650.00</td>
</tr>
<tr>
<td>JG Leone Enterprises</td>
<td>645,000.24</td>
</tr>
<tr>
<td>Gary’s Grading &amp; Pipeline</td>
<td>696,676.50</td>
</tr>
</tbody>
</table>

The county received notice that it was awarded an ARC grant for this project and that all ARC grant requirements must be met before this project could be awarded. After several months of work, all ARC grant requirements have been met and the project is now ready for award.

EVALUATION
County staff and the county’s wastewater consultant, Precision Planning, Inc., have reviewed and evaluated the submitted bids and recommends that Po Boys Plumbing, Inc. be awarded this construction project.

RECOMMENDATION
Staff recommends the Board award this construction project to Po Boys Plumbing, Inc. for a price of $412,175 and authorize the Board Chairman to execute all necessary documents including but not limited to Agreement for Construction Services and TVA Project Agreement. The county attorney has reviewed both agreements.

However, after the construction bid is awarded, the previously purchased control panel ($39,075.45) will be deducted and other ARC grant requirements will be added including Davis-Bacon requirements.
($20,493.60) for a total amount of $393,593.15. The remaining $18,581.85 will be used as a project contingency.

In addition to the above construction costs, this project has other costs including pre-design, design, and project management fees from ESG Engineering ($19,300), previously purchased control panel ($39,075.45), previously purchased long lead pumps ($15,505.10), electric service installation from Walton EMC ($21,432), and consulting fees from Precision Planning for environmental compliance ($6,000), for an estimated total cost of $513,487.55.

Funding for this construction project's final cost will come from two sources: Wastewater Enterprise Fund budget (GEFA Loan) (57.41%) and the ARC grant (42.59%).

PROJECT TIMELINE
1) Award bid and approve all documents on March 25, 2014
2) Execute all documents and obtain all insurances from the contractor
3) Issue Notice to Proceed in early April
4) Construction begins in early April with a 90 day completion schedule.
5) Construction ends in early July, in time for school to begin in early August

Attachments: 1) Agreement for Construction Services
2) TVA Project Agreement
Tennessee Valley Authority
Appalachian Regional Commission-Funded Project

PROJECT AGREEMENT

<table>
<thead>
<tr>
<th>PROJECT AGREEMENT</th>
<th>Project Name</th>
<th>Grantee</th>
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<tbody>
<tr>
<td></td>
<td>Barrow County Water Waste Improvements</td>
<td>Barrow County Board of Supervisors</td>
</tr>
<tr>
<td></td>
<td></td>
<td>233 East Broad Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Winder, GA 30660</td>
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<tr>
<td>ARC Funding Amount</td>
<td>Non-ARC Funding Amount</td>
<td>Total Project Funding Amount</td>
</tr>
<tr>
<td>$300,000</td>
<td>$404,380</td>
<td>$704,380</td>
</tr>
<tr>
<td>Purpose:</td>
<td>This project will involve infrastructure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>improvements that support the development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of two educational facilities on the new</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Barrow County Joint Educational Campus</td>
<td></td>
</tr>
<tr>
<td>Project Site:</td>
<td>Adjacent to Barrow County Industrial</td>
<td>Contract No.:</td>
</tr>
<tr>
<td>(road/street name)</td>
<td>Development Authority property near</td>
<td>8391</td>
</tr>
<tr>
<td></td>
<td>intersection of SR 53 and SR 316</td>
<td></td>
</tr>
<tr>
<td>Project Location:</td>
<td>Winder/ Barrow County/ Georgia</td>
<td>Commencement Date:</td>
</tr>
<tr>
<td>(city/county)</td>
<td></td>
<td>02/28/14</td>
</tr>
</tbody>
</table>

THIS PROJECT AGREEMENT (hereinafter referred to as “Agreement”) is made and effective as of the Commencement Date identified above between the Grantee identified above (hereinafter referred to as “Grantee”) and the Tennessee Valley Authority (hereinafter referred to as “TVA”), a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended.

A. Overview: Pursuant to an arrangement between TVA and the Appalachian Regional Commission (hereinafter “ARC”), TVA administers the provision of ARC assistance for certain projects within the ARC area of service. As described in Project Description, ARC funding is being provided to Grantee to assist Grantee at Project Site (such improvements are hereinafter referred to collectively as the “Project”). Specifically, Project funds will be used to construct approximately 3,750 feet of four-inch force main, a new pump station, and 700 feet of eight-inch gravity sewer line at Project Site, as described above. The Project will provide the infrastructure necessary for job creation and retention in the county and State in which the Project is located and will promote and strengthen the economy and sustain economic development for an improved quality of life.

ARC has requested TVA’s assistance in facilitating the implementation of the Project. TVA will administer the funds provided by ARC in accordance with Contract No. TV-85102V between ARC and TVA, as amended. Pursuant to that contract, TVA will provide technical advice and assistance and ARC financial assistance to Grantee. No TVA funds are provided under this Agreement. This Agreement is being entered into to set forth in writing the terms pursuant to which TVA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and TVA concerning the Project.

B. Grantee shall:

1. Prepare and submit to TVA for review and written approval a workplan and budget (hereinafter “WP&B”) outlining all Project activities, showing total Project funding, and detailing how funds provided under this Agreement will be used for Project activities. Any revisions to the approved WP&B must be approved by TVA in writing prior to implementation. The approved WP&B and any revisions shall be a part of this Agreement and are incorporated by this reference.

2. Acquire appropriate easements and rights-of-way for such improvements.

3. Obtain all necessary permits and clearances for the construction of the Project as may be required by applicable federal, state, and local laws, ordinances, and regulations. Final approval of the site shall be subject to TVA’s environmental review in accordance with TVA’s procedures and applicable laws, regulations, and executive orders.
4. Provide all engineering drawings and specifications, bid documents, and contracts for the Project to TVA for review and approval.

5. Provide for the procurement of material and equipment to be used in the Project on either a competitive bid or negotiated basis as approved by TVA. The procurement of such material and equipment shall be in accordance with specifications developed by Grantee and its agent and approved by TVA. Such material and equipment shall become the property of Grantee; provided, however, that Grantee shall not sell, lease, or otherwise dispose of the equipment during the term of this Agreement without the prior approval of TVA.

6. Ensure that local labor is being utilized to the maximum extent feasible. Upon request, submit to TVA certification that such local labor is being employed to the maximum extent feasible.

7. Provide TVA with quarterly progress reports and grant TVA permission to inspect the Project as it is being constructed and upon completion. Grantee shall notify TVA of completion of the Project so that a TVA representative may, at TVA's discretion, accompany Grantee for the final Project inspection.

8. Within one month after completion of work on the Project, prepare and submit to TVA a final financial closeout report on the cost of the Project in sufficient detail to permit a reasonable review of the expenditures. Such report shall include final total eligible Project costs; amounts of ARC, other federal, if any, and non-federal funds spent for Project purposes, indicating sources of such funds (state or local); and the amount expended on the Project. Also, within one month after completion of work on the Project, prepare and submit to TVA a final Project Report containing specifically a description of the completed Project, a narrative description of the work accomplished, and such other information as TVA deems necessary. NOTE: A five (5) percent retainage from each invoice submitted will be withheld by TVA until the reports described herein are received and accepted by TVA.

9. Initiate this Project within 18 months from the execution of this Agreement.

10. Perform all of the obligations set forth on Attachment A.

C. TVA shall:

1. Pay Grantee for direct costs incurred in carrying out Project activities in accordance with the TVA-approved WP&B prepared under section B.1 herein. Grantee shall submit a certified, proper invoice to TVA for its direct costs incurred. Payment shall be made as soon as practicable but within 21 calendar days after receipt by TVA of a proper invoice. A "proper" invoice shall mean a certified, numbered, and dated invoice containing the TVA contract number and itemized expenses incurred in accordance with the provisions of this Agreement. Additional information on procedures for submission of invoices is set out in Attachment B hereto.

The total of all payments to be made under this Agreement shall not exceed the lesser of (a) the ARC Funding Amount, or (b) the difference between the sum of eligible, documented Project costs and the sum of the non-ARC grants and non-federal funds specified in ARC's most recent approval for the Project. In all events and not in limitation of the foregoing, the ARC expenditures as a percentage of total Project expenditures shall not exceed the percentage set forth above under ARC Maximum Percentage. The funding described in this Agreement is subject to the availability of ARC funds, as determined by TVA to be sufficient to finance such activities.

Any payments to Grantee which are not in accordance with the terms of this Agreement or are for costs not supported by Grantee's books, records, documents, or other valid evidence shall be subject to refund to TVA.

2. Upon request, provide such technical advice and assistance as TVA, in its sole discretion, determines it is in a position to provide. TVA may decline to release funds until all outstanding issues are addressed to TVA's satisfaction. This paragraph shall not be construed as creating any obligation or duty in TVA to conduct an
assessment, and no such assessment shall be relied upon by or construed as creating a cause of action not otherwise existing in Grantee or any third party.

D. Miscellaneous.

1. Any TVA review of any matter in accordance with the provisions of this Agreement shall not create in Grantee or any third party any right or cause of action not otherwise existing and shall not be deemed a warranty of any kind by TVA.

2. The term of this Agreement shall begin on the Commencement Date and shall end upon Project completion, unless otherwise modified or extended by both parties in writing; provided, however, that either party may terminate this Agreement upon 30 days' written notice to the other.

3. Neither Grantee nor any other person performing services under this Agreement, other than an actual employee of TVA, shall be considered as an agent or employee of the United States or TVA, and the United States, TVA, and their agents and employees assume no liability to Grantee or any third party (in tort, contract, strict liability, or otherwise) for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of Grantee or any other persons.

4. Grantee submittals and TVA approvals under Sections A and B may be provided by electronic mail. All other notices, requests, or demands which each party is required or may desire to give to any other party under any provision of this Agreement must be in writing and delivered to the address set forth below unless applicable law requires notice to be given in another manner. Each party shall have the right to designate a substitute address by written notice to the other party. Each such notice, request, and demand shall be deemed given or made as follows: (1) If sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid; return receipt requested; or (2) If sent by any other means, upon delivery.

If to Grantee:  
Tennessee Valley Authority  
Economic Development  
Attention: Philip McMullan, Program Manager  
26 Century Boulevard, Suite 100, OCP-2A  
Nashville, Tennessee 37214

If to TVA:  
Tennessee Valley Authority  
Economic Development  
Attention: Philip McMullan, Program Manager  
26 Century Boulevard, Suite 100, OCP-2A  
Nashville, Tennessee 37214

5. Grantee agrees to receive all payments electronically and will complete and submit the copy of TVA's Electronic Vendor Payment form. This information is required by TVA for disbursing funds and reporting purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TENNESSEE VALLEY AUTHORITY  
BARROW COUNTY BOARD OF SUPERVISORS

By: ____________________________________________________________________________  
John J. Bradley  
Senior Vice President  
Economic Development

By: ____________________________________________________________________________  
Pat Graham  
Chairman

3
EXHIBIT A
FEDERAL REQUIREMENTS

Grantee shall:

1. a) Keep accurate records and books of accounts showing the items and costs billed under this Agreement as well as cost data supporting the WP&B. Upon reasonable notice, TVA, its agents, or the U.S. General Accounting Office shall have the right to audit without restrictions, at any time during normal working hours, all costs incurred by Grantee and billed to TVA and cost data supporting the approved WP&B. This right to audit includes an examination of Grantee's books, records, documents, and other evidence and accounting procedures and practices relating thereto.

b) Preserve and make available its records and books of accounts, including computer records in machine readable form, for a period of 3 years from the date of final payment under this Agreement; provided, however, if this Agreement or any task is terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement; provided, further, records and books of accounts, including computer records in machine readable form, which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by TVA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.

c) Include the requirements of this section in each subcontract hereunder.

2. Provide assistance to TVA by submitting technical information, conducting assessment of environmental impacts and preparing National Environmental Policy Act (NEPA) documents as determined by TVA to be necessary in discharging applicable NEPA obligations. This Agreement may be unilaterally terminated by TVA if TVA decides, based on its NEPA review, not to go forward with the actions to administer the ARC grant.

3. Be responsible for complying with or ensuring compliance with all applicable laws and regulations including those related to environmental protection, building codes, safety ordinances, handicapped accessibility, and the Davis-Bacon Act. Contractor or its general contractor/subcontractors shall submit with its invoices satisfactory Davis-Bacon Act compliance information. Information on the Davis-Bacon Act is available at http://www.dol.gov/esa/programs/dbra/whatdbra.htm

4. Not engage in any activity that would be in violation of local, state, or federal law, or would result in an anticipatory breach of the obligations of a federal agency under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands) or other laws requiring environmental review prior to undertaking a federal action.

5. Comply with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. pts. 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement. Grantee shall include the requirements of this section in each agreement with a recipient of federal financial assistance hereunder.

Grantee shall make the information set out below available in a form accessible to persons who do not understand written English, including the visually impaired, in a manner to be determined by Grantee and TVA. Unless an alternative statement is approved by TVA's Federal Assistance Programs manager, Grantee shall include the following statement in all...
handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to
describe the program including, where TVA deems appropriate, notices posted by recipient.

This program is supported by assistance from the Tennessee Valley Authority (TVA), a federal agency. Under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. pts. 1302, 1307, 1309 and 1317, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified person with a disability shall, on the basis of a disability, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 180 days (for race, color, national origin, or sex) or 90 days (for age or disability) from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Federal Assistance Programs, 1101 Market Street, WR 3J-C, Chattanooga, Tennessee 37402-2801. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

6. Comply with Executive Order No. 11246, as amended, and the equal opportunity provisions set forth below. Grantee shall include the requirements of this section in each subcontract hereunder. A notice of requirements will be furnished to Grantee to assist Grantee and its general contractor/subcontractors with compliance.

The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause.

During the performance of this construction contract, the constructor agrees as follows:

(1) The constructor will not discriminate against any employee or constructor for employment because of race, color, religion, sex, or national origin. The constructor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The constructor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The constructor will, in all solicitations or advertisements for employees placed by or on behalf of the constructor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The constructor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the constructor's commitments under section 202 of Executive
Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The constructor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The constructor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the constructor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the constructor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The constructor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The constructor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the constructor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by the administering agency, the constructor may request the United States to enter into such litigation to protect the interests of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the Grantee so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Grantee agrees that if it fails or
refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings.

7. Ensure that the party responsible for construction shall comply with the requirements of Executive Order 12699 which requires that appropriate consideration of seismic safety be made for any new building (including new additions to existing buildings) financed in whole, or in part by funds provided by TVA. (Building means any structure, fully or partially enclosed, used or intended for sheltering persons or property.) Said building shall be designed and constructed using the most recent edition of those codes, standards, and practices that are substantially equivalent to, or exceed the latest edition of, the National Earthquake Hazards Reduction Program Recommended Provisions for Development of Seismic Regulations for New Buildings (hereinafter referred to as "NEHRP Provisions"). The Interagency Committee on Seismic Safety in Construction (ICSSC) has determined that the latest editions of the following model building code and national standard provide a level of seismic safety equivalent to that provided by the NEHRP Provisions: (a) The 1997 International Conference of Building Officials, "Uniform Building Code (UBC) and (b) The American Society of Civil Engineers 7-95: Minimum Design Loads for Buildings and Other Structures (ASCE 7). Only those state, county, local, or other jurisdictional building ordinances adopting and enforcing codes or standards that are equivalent to or exceed the NEHRP Provisions may be used.

8. (If over $100,000) Comply with section 310 of Public Law No. 101-121 (codified at 31 U.S.C. §1352), TVA implementing regulations at 18 C.F.R. §1315 (2003), and the provisions set forth below regarding restrictions on lobbying. By signing this Agreement, Grantee certifies compliance with the foregoing in accordance with the below certification:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
PAYMENT PROCEDURES FOR AGREEMENTS WITH WORKPLANS AND BUDGETS PERMITTING PAYMENTS ONCE EXPENSES ARE INCURRED

A. As soon as possible after execution of this Agreement, and by the date which is established by this Agreement, Grantee should prepare and submit to the TVA program manager for TVA's review and approval a proposed work plan and budget. The workplan should discuss all significant project activities and the means by which Grantee proposes to implement these activities. The budget should list all anticipated project expenses for program activities. No payments will be made except in accordance with the project workplan and budget as approved by TVA.

B. After obtaining TVA approval of the workplan and budget and prior to incurring any project expenses under this Agreement, Grantee should also determine whether this Agreement contains any additional requirements such as "subject to TVA's prior review and approval" or "purchase, at a price acceptable to TVA."

C. If this Agreement contains such restrictions, Grantee should obtain approval from the TVA project manager prior to proceeding. While written approval should generally be obtained prior to incurring any such expenses, it may not always be practical to obtain such written approval. However, if oral approval is obtained, it should be documented in writing as soon as possible. The funds provided under this Agreement are public funds and all costs incurred by Grantee shall be reasonable, taking into account the nature and amount of the costs and the following factors: (1) that the cost is of a type generally recognized as ordinary and necessary for the conduct of activities; (2) that the cost arises out of generally accepted sound business practices, and (3) that the cost is the result of actions that a prudent person would take under the circumstances.

D. After a project expense is properly incurred, Grantee may apply for payment by submitting a detailed invoice to TVA. Grantee should email each invoice, including backup documentation, in a single .PDF or .TIF file to Tennessee Valley Authority, Economic Development, Attention: Philip McMullan at psmcmullan@tva.gov. Grantees who do not have email capability should send hard copy invoices to:

Philip McMullan
Tennessee Valley Authority, Economic Development
Post Office Box 292409, OCP 2A-NST
Nashville, Tennessee 37229-2409

Each item billed on the invoice(s) should be concise and detailed enough to make it possible for TVA to verify the item against the payments permitted by this Agreement. Specifically, the invoice should include sufficient detail so that each item can be separately documented as provided in the workplan and budget.

Unless otherwise provided by individual agreements, invoices should not be submitted to TVA more often than monthly. The invoice need not be attested or notarized. However, it should be signed by an authorized representative of Grantee and include the following statement:

Grantee certifies that all amounts hereby invoiced were incurred in accordance with the provisions of Contract No. 8391 and the project workplan and budget, and that these amounts have not otherwise been paid to Grantee by any other party.
Section V
AGREEMENT FOR CONSTRUCTION SERVICES

This is the Standard Construction Services Agreement of Barrow County. Any Contractor doing business with the County must enter into this Agreement.

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the “Agreement”) is made and entered into this day of __________, 2014, 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 Po Boys Plumbing, Inc., a Georgia corporation, (“Contractor”), collectively referred to as the “Parties”.

WITNESSETH:

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 2014-1, Project Number SS015, dated December 11, 2013 (the “RFB,” a copy of which is maintained in the files of the Barrow County Purchasing Department); and

WHEREAS, in response to the RFB, the Contractor submitted a complete and timely bid (the “Bid Documents”) and met all bid requirements such that the County awarded Project Number SS015 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 Barrow County, 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 are incorporated herein by reference and constitute the Contract Documents:

A. This Agreement;
B. The RFB (maintained on file with the Purchasing Department);
C. The Bid Documents from Contractor, dated January 9, 2014, 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 (if issued), 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 (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. Contract Administration provisions (if issued), attached hereto as Exhibit "H";
K. General Conditions (if issued), attached hereto as Exhibit "I";
L. Supplementary Conditions (if issued), attached hereto as Exhibit "J";
M. Notice of Award, attached hereto as Exhibit "K";
N. Tennessee Valley Authority Project Agreement, attached hereto as Exhibit "L";
Section 2. Project Description: Engineer

A. Project. The Project is defined generally as follows:

Sims Career Academy Pump Station & Pipelines (the "Project")

B. Engineer. The Project has been designed by ESG Engineering, Inc. (hereinafter referred to as the "Engineer"). The Engineer is to act as the County's representative with respect to the Project, and shall assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Section 3. The Work

The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, constructing a pump station and installing 3,740 feet of 4-inch force main and 400 feet of 12-inch gravity sewer. 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.

The Contractor understands that the Work will be funded in part by grant funds of the Appalachian Regional Commission under the supervision of the Tennessee Valley Authority. The Contractor has reviewed the County’s agreement with the Tennessee Valley Authority,
attached hereto as Exhibit "L," understands said agreement, and agrees to comply with all requirements of said agreement.

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 ______________, 20___. Every effort will 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 at the end of the County's fiscal year each year of the Term, and further, that this Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term 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 or fiscal year, as applicable. 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 **Two Hundred Fifty and 00/100 Dollars ($250.00)** 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 $412,175.00 except as outlined in Section 6 below (the “Contract Price”). The compensation for Work performed shall be based upon [specify hourly rate, flat fee, or other basis].

B. County agrees to pay the Contractor for Work performed and costs incurred by Contractor upon certification by [contract administrator] and 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 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. The Contractor through each invoice (except the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by [contract administrator] or the County. The final payment issued by the County shall include all amounts retained by the County under this paragraph, subject to any deviations in the Work or change orders executed pursuant to Section 6 of this Agreement.

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 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**

_Darian Wilson_ 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
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) Professional Liability policy of $1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

(d) 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) **Builder's Risk Insurance.** Contractor shall provide a Builder’s Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder’s Risk “All Risk,” or its equivalent. The policy shall provide, or be endorsed to provide, as follows: “The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency.”

(d) **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. Bests' 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 County’s forms 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 – E-Verify Affidavit**

It is the policy of 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:

(1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits “D” and “E” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant’s subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will
perform work on the County contract to ensure that no unauthorized aliens will be employed, or

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

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

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

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant’s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.
Consultant agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

500 or more employees.

100 or more employees.

X Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

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

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

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 full working 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**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 7(U) in every subcontract for services contemplated under this Agreement.

Section 8. **Covenants of the County**

A. **Right of Entry**

The County shall provide for right of entry for Contractor to all facilities necessary in order for Contractor to complete the Work.

Section 9. **Warranty**

A. **Warranty**

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within [ ] year(s) 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 [ ] year(s) 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 [ ]-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 equipment; 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 ____-year warrant period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

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. Construction Administration

A. ESG Engineering Inc.’s (contract administrator) administration of the construction of the Project shall be as described in Exhibit “H.” The Contractor agrees to the construction administration provisions contained in Exhibit “H.”

B. ESG Engineering Inc.’s (contract administrator) decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF ESG Engineering Inc. (CONTRACT ADMINISTRATOR). THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND ESG Engineering Inc. (CONTRACT ADMINISTRATOR). IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF ESG Engineering Inc. (CONTRACT ADMINISTRATOR) TO THE COUNTY.

Section 12. 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. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.

**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 Mark Whidden for the County and Darian Wilson 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
233 East Broad Street
Winder, GA 30680

NOTICE TO CONTRACTOR shall be sent to:

Pa Boys Plumbing, Inc.
562 Barrow Pk Rd Drive
Winder, GA 30680

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: Po Boys Plumbing, Inc.

By: Dorian Wilson, CFO/Sec/Treas.

BARROW COUNTY, GEORGIA

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness

Notary Public

My Commission Expires:
EXHIBIT “A”

[INSERT ____________ (PROPOSAL/BID) DOCUMENTS FROM CONTRACTOR]
EXHIBIT "B"

NONCOLLUSION AFFIDAVIT OF PRIME (PROPOSER/BIDDER)

STATE OF GEORGIA
COUNTY OF BARROW

Darian Wilson, being first duly sworn, deposes and says that:

(1) He is CFO, Sec/Treas (Owner, Partner, Officer, Representative, or Agent) of
PeBoys Plumbing, Inc. (the "Bidder" (Proposer/Bidder)) that has submitted the
attached Bid (Proposal/Bid);

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

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

(4) Neither the said Bid (Proposer/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 Bid (Proposer/Bidder), firm
or person to submit a collusive or sham Bid (Proposal/Bid) in connection with the Contract for
which the attached Bid (Proposal/Bid) has been submitted to or refrain from proposing in
connection with such Contract, or has in any collusion or communication or conference with any other
Bidder (Proposer/Bidder), firm or person to fix the price or prices in the attached
Bid (Proposal/Bid) or of any other Bidder (Proposer/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 (Proposal/Bid) are fair and proper and
are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Bidder (Proposer/Bidder) or any of its agents, representatives, owners, employees, or parties in
interest, included in this affidavit.

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

Signature of Authorized Officer or Agent
Darian Wilson

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20 DAY OF March,
2014

Notary Public

My Commission Expires
March 5, 2017
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 ____________________________ 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:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>222608</th>
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<tbody>
<tr>
<td>Date of Authorization</td>
<td>6/19/2009</td>
</tr>
</tbody>
</table>

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

Executed on March 20, 2017 in Winder, GA.

Signature of Authorized Officer or Agent

Darian L. Lawson CFO Sec./Treas.

Printed Name and Title of Authorized Officer or Agent


Notary Public
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

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF

__________, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
EXHIBIT “F”

[MODIFICATIONS TO PLANS AND SPECIFICATIONS TO BE INSERTED (IF ISSUED)]
The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

<table>
<thead>
<tr>
<th>Individual</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darian Wilson</td>
<td>CFO/Sec/Treas</td>
</tr>
<tr>
<td>Dale Wilson</td>
<td>President</td>
</tr>
</tbody>
</table>
EXHIBIT “H”

[INSERT AGREEMENT FOR CONTRACT ADMINISTRATION WITH
__________________________ (NAME TO BE DETERMINED)]
EXHIBIT "I"

[INSERT GENERAL CONDITIONS (IF ISSUED)]
EXHIBIT “J”

[INSERT SUPPLEMENTARY CONDITIONS (IF ISSUED)]
EXHIBIT “K”

[INSERT NOTICE OF AWARD]
Barrow County Board of Commissioners Agenda Request

<table>
<thead>
<tr>
<th>Department: Finance</th>
<th>Date Submitted: 3/17/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Session:</td>
<td>Voting Session: 3/25/2014</td>
</tr>
<tr>
<td>Public Hearing: No</td>
<td></td>
</tr>
<tr>
<td>Submitted By: Rose Kisaalita, CFO</td>
<td>Budget Type: Operating</td>
</tr>
</tbody>
</table>

**Item of Business:**

A budget amendment is requested in the amount of $4,350 for the 911 Special Revenue Fund for audit purposes. During FY 2013, all 911 Center employees received a Christmas Appreciation check and those funds were to come from the 911 unrestricted reserve fund balance. However, that account did not have enough fund balance to cover this expenditure.

**Attachments:**

- No

**Authorization:** Chairman's Signature?

- No

**Department Recommendation:**

- Approval

**Department Head Sign Off:**


**Attorney Comments (if applicable):**


**Attorney Sign Off (if applicable):**

---

**Financial Services Use Only**

<table>
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<tr>
<th>Budgeted</th>
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<th>Current Balance</th>
<th>Requested Allocation</th>
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<table>
<thead>
<tr>
<th>Finance Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFO Sign Off</td>
</tr>
<tr>
<td>Rose Kisaalita</td>
</tr>
<tr>
<td>County Manager Sign Off</td>
</tr>
<tr>
<td>Randall Dowling</td>
</tr>
</tbody>
</table>
Barrow County Board of Commissioners Agenda Request

Department: Finance  Date Submitted: 3/17/2014


Submitted By: Rose Kisaalita, CFO  Budget Type: Operations

Item of Business:
Budget amendment is requested to transfer $36,500 from the contingency account to the Governing Body department to pay for Sutton Consulting for service delivery strategy negotiations

Attachments:  Authorization: Chairman's Signature?
Yes  No

Department Recommendation:  Department Head Sign Off:
Approval

Attorney Comments (if applicable)

Attorney Sign Off (if applicable):

Financial Services Use Only

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<tbody>
<tr>
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<td>$290,000.00</td>
<td>$36,500.00</td>
<td>$253,500.00</td>
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Finance Comments

CFO Sign Off  3/20/14  Date
Rose Kisaalita

County Manager Sign Off  3/24/14  Date
Randall Dowling
BUDGET AMENDMENT #2

FROM
Fund: General
Source: Contingencies (1007900-579000)
Amount: $36,500

TO
Fund: General
Department: Governing Body (1110)
Line-item: Professional Services (1001110-521200)
Amount: $36,500

REASON: To fund the Professional Services Agreement with Sutton Consulting, LLC that was approved by the Board on October 8, 2013 to provide consulting services related to the service delivery strategy negotiations with the county's municipalities for a price not to exceed $36,500.

BOARD APPROVED: March 25, 2014
Barrow County Board of Commissioners Agenda Request

<table>
<thead>
<tr>
<th>Department:</th>
<th>Finance</th>
<th>Date Submitted:</th>
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<tr>
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<td>3/25/2014</td>
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<tr>
<td>Public Hearing:</td>
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<tr>
<td>Submitted By:</td>
<td>Rose Kisaalita, CFO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Type:</td>
<td>Operations</td>
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</table>

**Item of Business:**

Budget amendment is requested to transfer $5,000 from the contingency account to the Governing Body department to pay for consulting services by Oliver Porter related to public/private partnerships.

**Attachments:**

Yes

Authorization: Chairman's Signature?

No

**Department Recommendation:**

Approval

Department Head Sign Off:

**Attorney Comments (if applicable):**


**Attorney Sign Off (if applicable):**


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**Financial Services Use Only**

<table>
<thead>
<tr>
<th>Budgeted</th>
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<th>Current Balance</th>
<th>Requested Allocation</th>
<th>Balance If Approved</th>
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<td>$248,500.00</td>
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</table>

**Finance Comments**

CFO Sign Off

Rose Kisaalita

Date: 3/30/14

County Manager Sign Off

Randall Dowling

Date: 3/26/14
BARROW COUNTY BOARD OF COMMISSIONERS
FY 2014 BUDGET AMENDMENTS

BUDGET AMENDMENT #3

FROM
Fund: General
Source: Contingencies (1007900-579000)
Amount: $5,000

TO
Fund: General
Department: Governing Body (1110)
Line-Item: Professional Services (1001110-521200)
Amount: $5,000

REASON: To fund the Professional Services Agreement with Oliver Porter that was approved by the Board on October 15, 2013 to provide consulting services related to public/private partnerships.

BOARD APPROVED: March 25, 2014
Barrow County Board of Commissioners Agenda Request

Department: Finance  Date Submitted: 3/17/2014


Submitted By: Rose Kisaalita, CFO  Budget Type: Capital

Item of Business:

Budget amendment is requested to transfer $718,054 from the Capital Lease Committed Fund Balance for the Radio System Narrowbanding Project to the Capital Project Fund to pay for the Tusa Consulting service agreement and remaining narrowbanding project expenses.

Attachments:
Yes

Authorization: Chairman’s Signature?
No

Department Recommendation:
Approval

Department Head Sign Off:

Attorney Comments (if applicable):

Attorney Sign Off (if applicable):

Financial Services Use Only

<table>
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<th>Budgeted</th>
<th>Funding Source</th>
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<th>Requested Allocation</th>
<th>Balance If Approved</th>
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<tbody>
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<td>Fund 100 - Committed Fund Balance</td>
<td>$718,054.00</td>
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<td>Fund 305 - Capital Projects Fund</td>
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<td>$718,054.00</td>
<td>$718,054.00</td>
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</tbody>
</table>

Finance Comments

This request is to move fund balance on the narrow banding project from the general fund to the Capital project funds.

CFO Sign Off

Rose Kisaalita  3/20/14

County Manager Sign Off

Randall Dowling  3/20/14
BARROW COUNTY BOARD OF COMMISSIONERS
FY 2014 BUDGET AMENDMENTS

BUDGET AMENDMENT #4

FROM
Fund: General
Source: Capital Lease Committed Fund Balance for the Radio System Narrowbanding Project
Amount: $718,054

TO
Fund: Capital Projects (305)
Department: Emergency Services Dept.
Line-Item: Narrowbanding Project (305-3600-541001-CL004)
Amount: $718,054

REASON: To transfer the remaining capital lease committed fund balance for the radio system narrowbanding project from the General Fund to a Capital Project Fund account to pay for Tusa consulting services expenses and remaining narrowbanding project expenses.

BOARD APPROVED: March 25, 2014
Barrow County Board of Commissioners Agenda Request

<table>
<thead>
<tr>
<th>Department: Human Resources</th>
<th>Date Submitted: 3/19/2014</th>
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<tr>
<td>Working Session:</td>
<td>Voting Session: 3/25/2014</td>
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<tr>
<td>Public Hearing:</td>
<td>No</td>
</tr>
<tr>
<td>Submitted By:</td>
<td>Charlie Felts</td>
</tr>
<tr>
<td>Budget Type:</td>
<td>Operating</td>
</tr>
</tbody>
</table>

**Item of Business:**

Recommendation to hire Animal Control Director.

**Attachments:**

Yes  

**Authorization:** Chairman’s Signature? No

**Department Recommendation:** Approval

**Department Head Sign Off:**

**Attorney Comments (if applicable):**

**Attorney Sign Off (if applicable):**

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**Financial Services Use Only**

<table>
<thead>
<tr>
<th>Budgeted</th>
<th>Funding Source</th>
<th>Current Balance</th>
<th>Requested Allocation</th>
<th>Balance If Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>General Fund - Animal Control Dept</td>
<td></td>
<td></td>
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</table>

**Finance Comments:**

This position was budgeted for in the FY2014 Budget for $42,895.

<table>
<thead>
<tr>
<th>CFO Sign Off</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rose Kisaalita</td>
<td>3/20/14</td>
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</table>

<table>
<thead>
<tr>
<th>County Manager Sign Off</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randall Dowling</td>
<td>3/20/14</td>
</tr>
</tbody>
</table>
March 19, 2014

To: Randall Dowling  
County Manager

From: Charlie Felts  
Human Resources Director

RE: Selection of Animal Control Director;  
Department Reorganization

The following will provide a recommendation on the selection of an Animal Control Director and the  
subsequent minor reorganization of the department to address savings and enhance service to the  
public.

Filling of Animal Control Director Vacancy

As you are aware, Mr. Jimmy Terrell has been serving as the Interim Animal Control Director since  
March of 2013.

Under his leadership, significant progress has been made in volunteer participation, increased numbers  
of adoptions and rescues, and staff development.

During this time, Mr. Danyal Harper continued to serve as the Senior Animal Control Officer working  
closely with Mr. Terrell and being in charge of the facility during his absence. Mr. Harper has expressed  
interest in the Director's position and appears well suited. He began his employment with Barrow  
County Animal Control in May of 2005 as an Animal Control Officer and was promoted to Senior Animal  
Control Officer in July of 2011. During this time he obtained the Certified Animal Control Officer  
designation through the National Animal Control Association (our only officer to achieve this) and  
completed additional training in Animal Cruelty Investigations. His development of the Helping Animals  
With Kindness Program provided the framework from which the current volunteer program was  
developed. He has an excellent service record with the County and achieved a clean background review.

It is my recommendation along with the concurrence of Mr. Terrell that Mr. Harper be promoted to the  
position of Animal Control Director.

Mr. Harper would assume the position at the entry level salary of $42,895 per policy.

Department Reorganization

Upon approval to promote Mr. Harper to Animal Control Director, the following changes will be made:

1. Remove the position of Senior Animal Control Officer from the organizational structure.  
This eliminates a level of supervision between the Director and staff with a cost savings of  
$35,487 annually.
2. Elevate the status of part-time Kennel Tech (29 hours per week) to full-time at an additional cost of approximately $4,000 for the remainder of this budget year or $8,627 additional cost in next year's budget. In addition to the duties of front desk receptionist, this position would now be available to assume additional clerical duties and provide increased access to the facility for volunteers and rescues thereby increasing activity in these areas. The paperwork alone that is generated by adoptions and rescues has doubled in the past year. (See attached data and recommendation from Mr. Terrell).

The additional cost to upgrade the Kennel Tech position would be more than offset by the savings derived from not filling the Senior Animal Control position and would increase the level of service to citizens.

Recommendation:

Promote Danyal Harper to the position of Animal Control Director, eliminate the position of Senior Animal Control Officer, and elevate the status of part-time Kennel Tech to full-time.
MEMO

TO: Charlie Felts, HR Director / County Manager

RE: Position Conversion (Kennel Tech)

FR: Jimmy Terrell

DATE: 20 November, 2013

Based on volume and departmental staffing needs required to maintain the current standard of service to the community by this department, please consider this request to convert the part-time Kennel Tech position from 30 hours per week to a 40 hour work week.

At the current staffing level, certified officers are frequently pulled from assigned duties to assist in covering the front desk.

This is a critical position for the department. Duties include the following:

- Manages the front lobby for all walk in visitors, owner surrenders, rescue representatives and potential adoptions.
- Answers all incoming telephone calls.
- Records all incoming calls.
- Dispatches officers for calls for service and maintains a dispatch log.
- Accepts applications for adoptions.
- Schedules veterinary appointments.
- Enters initial report information for officers dispatched on calls.
- Forwards adoption and rescue applications to the Kennel Tech responsible for rescues and adoptions.
- Accepts payments of fines and fees; and issues receipts.
- Conducts property and title researches/inquiries for officers as needed

Volume supporting the expansion of hours include:

- For the current year, the department has averaged between 40 and 50 incoming calls per day.
- We received 874 incoming telephone calls for the month of October that were answered or returned.
- In September, we had 77 calls for service and/or information on one day between 8 a.m. and 5 p.m.
- There were 440 visitors who signed in at the front desk in October.
- A total of 363 reports were generated and entered into the computer in October.
- A total of 52 receipts were issued for the month of October for fines and fees over a period of 23 business days totaling more than $5000.
Other supporting statistics that are handled by the Front Desk Kennel Tech for the year-to-date (January –October) reflect:

- 4049 visitors to the Shelter
- 2994 calls for service received, entered and dispatched
- 199 dogs and cats adopted
- 502 animals rescued
- 191 animals reclaimed

These totals are all handled at the front desk, requiring numerous telephone calls and massive amounts of paperwork to meet state and local requirements.

The department can enhance its operations and even improve continuity of services by assigning these duties to a single person rather than having to call in other staff members to do the job during the eight hours that the Kennel Tech’s lobby position is vacant.

We appreciate all consideration for this request and the continued support of the Board of Commissioners.
### Applicant Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Harper, Danya</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>929 Honeysuckle Trail, Winder, Georgia, 30680, USA</td>
</tr>
<tr>
<td>Phone</td>
<td><a href="mailto:dharpert@barrowga.org">dharpert@barrowga.org</a></td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:harper@barrowga.org">harper@barrowga.org</a></td>
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<tr>
<td>Employee</td>
<td>No</td>
</tr>
<tr>
<td>Resume</td>
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<tr>
<td>Cover Letter</td>
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<tr>
<td>Text Resume</td>
<td>View</td>
</tr>
<tr>
<td>Text Cover Letter</td>
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| Citizenship    | Yes             |
| Gender         | Male            |
| Ethnic Code    | White           |
| Disabled       | No              |

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<thead>
<tr>
<th>Application Status</th>
<th>Currently Employed</th>
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<tbody>
<tr>
<td>Desired Salary</td>
<td>43000</td>
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**Application Status**
- Currently Employed
- Full Time
- Applied On: 12/31/2013
- Availability: 12/31/2013
- Desired Salary: 43000
- Citizenship: Yes
- Gender: Male
- Ethnic Code: White
- Disabled: No

### Applicant Skills

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<th>Weight</th>
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<td>Manager - 1 to 10</td>
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<td>MS Office</td>
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<td>MS Word</td>
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<td>Problem Resolution</td>
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<td>Product Knowledge</td>
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<td>Public Speaking</td>
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<td>High School Diploma/GED</td>
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<td>More than 5 years experience</td>
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**Total Skill Score = 27**

### Previous Employers

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<th>To</th>
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### Educational Institutions

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### Reference Names

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<thead>
<tr>
<th>Reference Names</th>
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<th>Relationship</th>
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<th>E-Mail</th>
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</thead>
<tbody>
<tr>
<td>Jaime Crowe</td>
<td>Barrow Magistrate</td>
<td>Friend</td>
<td>678-770-0607</td>
<td></td>
</tr>
<tr>
<td>Ron Betteker</td>
<td>Chateau Animal Hospital</td>
<td>Acquaintance</td>
<td>678-960-4535</td>
<td></td>
</tr>
<tr>
<td>Bill Mitchell</td>
<td>Barrow Sheriff</td>
<td>Friend</td>
<td>678-851-5229</td>
<td></td>
</tr>
<tr>
<td>Steven Crowe</td>
<td>Winder Police</td>
<td>Friend</td>
<td>678-770-0608</td>
<td></td>
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<tr>
<td>Donna Lanier</td>
<td>Barrow Animal Control</td>
<td>Friend / Coworker</td>
<td>678-316-5515</td>
<td></td>
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</table>

### Applicant Notes

<table>
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<tr>
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</table>

### Application Notes

<table>
<thead>
<tr>
<th>None entered</th>
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</thead>
</table>
Danyal L. Harper

**Objective**
I would like to become a strong and dependable leader that will ensure the proper safety and obtain the highest respect from the members of the community.

**Experience**

- **May 2005 - Current**
  - Barrow County Animal Control, Windes, GA
  - Animal Control Officer/Field Training Officer
  - Enforcing local and state animal control ordinances and regulations.
  - Providing humane response to animal related issues.
  - Training all new hires for office and road work responsibilities.
  - Involvement with local schools, organizations for public forums.
  - Working with local and state law enforcement.

- **November 2003 - April 2005**
  - Discover Mills Mall, Lawrenceville, GA
  - Security Lieutenant, Supervisor
  - Supervised Shift, ensured safety of all officers, patrons, and property.
  - Supervised 5 to 10 officers nightly, along with 2 dispatchers.
  - Worked with Gwinnett Police to have individuals removed involving fights, thefts, and property damage.
  - Organized safety policies and handled insubordinate employees.

- **May 2003 - October 2003**
  - Discover Mills Mall, Lawrenceville, GA
  - Security Officer
  - Conducted interior and exterior mall patrol.
  - Provided customer service options.
  - Communicated mall safety and patron safety upon request.

- **June 2001 - December 2002**
  - Gwinnett County, Lawrenceville, GA
  - Animal Control Officer
  - Captured and removed unwanted animals.
  - Euthanized sick, injured, and unwanted animals as needed.
  - Worked with local and state law enforcement agencies as needed.

- **June 1999 - May 2001**
  - Chamblee Police Department, Chamblee, GA
  - Record Clerk/Assistant Court Clerk
  - Processed criminal histories via GCIC.
  - Responsible for filing police reports and entered data onto computer.
  - Fingerprinted public, inmates, distributed permits.
  - Assisted the Clerk, Chamblee Municipal Court.

- **Education**
  - 1995-1999 Shiloh High School, Lithonia, GA
  - High School Diploma
  - GCIC Certification, Georgia Crime Information Center
  - A.S.P. Baton and Pepper-Spray Certification
  - FEMA Introduction to Incident Command System
  - AVMA Micro-chipping and Deworming of Companion Animals
  - RHCA Certification Levels 1 & 2
  - Proactive Leadership Strategies - Workshop
  - GEMA Preliminary Damage Assessment - Workshop
  - SACA Certification
  - Barrow County Courthouse Deemand and Testimony
  - Dealing with Difficult People
  - Chemical Imobilization and Capture
  - ICLE Animal Cruelty, Investigations, and Prosecutions

---

http://bc-newkronos.barrowga.org/wfc_selfservice/scripts/JobDisplayFile.aspx?qs=3w9q1... 1/13/2014
Barrow County Board of Commissioners
Criminal History Consent Form

I authorize Barrow County Board of Commissioners to receive any Georgia criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

I understand that any information obtained in a personal history background investigation arising in whole or in part, directly or indirectly, from this waiver and authorization, will be considered in determining my suitability for employment with the Barrow County Board of Commissioners.

Full Name (Print)
Danyal Lewis Harper

Address
929 Honeysuckle Trl

State GA

Zip Code

M

W

Sex

Race

Date of Birth
10/05/1986

Social Security 

Signature

Date

3/13/14

Special employment provisions (check if applicable):

X General Employment (Purpose code "E")

X Employment with Criminal Justice (Purpose code "J")

X Employment with mentally disabled (Purpose code "M")

X Employment with elder care (Purpose code "N")

X Employment with children (Purpose code "W")

Other:

Requested by: [Signature]

Date: 3/13/14

Sheriff's Office Only

No Criminal History

History Attached

Approved to Hire

Do Not Hire

H.R. Sign-Off

Drug screen negative 3-17-14 CHF
Barrow County Board of Commissioners Agenda Request

<table>
<thead>
<tr>
<th>Department:</th>
<th>County Manager</th>
<th>Date Submitted:</th>
<th>3/6/2014</th>
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<tbody>
<tr>
<td>Public Hearing:</td>
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<tr>
<td>Submitted By:</td>
<td>Randall Dowling, County Manager</td>
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<td></td>
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<tr>
<td>Item of Business:</td>
<td>Approval of Capital Project Funds Distribution</td>
<td></td>
<td></td>
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<tr>
<td>Attachments:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Authorization: Chairman's Signature?</td>
<td>No</td>
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<tr>
<td>Department Recommendation:</td>
<td>Approval</td>
<td></td>
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<tr>
<td>Department Head Sign Off:</td>
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<tr>
<td>Attorney Comments (if applicable)</td>
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<tr>
<td>Attorney Sign Off (if applicable):</td>
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Financial Services Use Only

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<tr>
<th>Budgeted</th>
<th>Funding Source</th>
<th>Current Balance</th>
<th>Requested Allocation</th>
<th>Balance If Approved</th>
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Finance Comments

<table>
<thead>
<tr>
<th>CFO Sign Off</th>
<th>Date</th>
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<tr>
<td>Rose Kisaalita</td>
<td>3/20/14</td>
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<table>
<thead>
<tr>
<th>County Manager Sign Off</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Randall Dowling</td>
<td>3/20/14</td>
</tr>
</tbody>
</table>
TO: Board of County Commissioners  
FROM: Randall Dowling, County Manager  
SUBJECT: Capital Project Funds Distribution Proposal  
Date: March 3, 2014

BACKGROUND

During a previous commission meeting, the Board requested the County Manager to prepare a distribution proposal for the $554,000 contained in the FY 2014 Capital Project Fund budget. After consulting with several departments, below is the recommended distribution proposal. The entire $554,000 will be allocated to road improvements that are on the Road Improvement Plan that was presented to the Board during the February 25 commission meeting. All projects will be performed by an outside contractor except for Hazel Moon Road that will be performed in-house by the Road Department. If approved, these projects will be bid out during April and be completed this summer along with the five LMIG projects. Needed Road Department equipment such as a front-end loader, right-of-way mowing tractors, and a backhoe will be included in next year’s Capital Project Fund budget, if funding is available. The Sheriff’s Office IT needs can come from other sources currently in the Capital Project Fund budget.

DISTRIBUTION PROPOSAL FOR ROADS & IT - $554,000

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Patch 7.7 miles of Atlanta Highway from SR 53 South to Oconee County Line</td>
<td>$45,000</td>
</tr>
<tr>
<td>Patch 2.6 miles of Carl-Bethlehem Road from Williams Rd. to SR 316</td>
<td>$30,000</td>
</tr>
<tr>
<td>Patch 0.75 miles of Jackson Trail Road from Ode Peppers Rd. to SR 316</td>
<td>$33,000</td>
</tr>
<tr>
<td>Patch 0.65 miles of Thurmond Road from Dooley Town Rd. to Jefferson Rd.</td>
<td>$30,000</td>
</tr>
<tr>
<td>Resurface 0.39 miles of Davis Dr. from Treadwell Rd. to dead-end</td>
<td>$70,000</td>
</tr>
<tr>
<td>Resurface 1.04 miles of Creekwood Rd. from Bankhead Highway to dead-end</td>
<td>$62,000</td>
</tr>
<tr>
<td>Resurface 0.44 miles of Creekwood Court from Creekwood Rd. to dead-end</td>
<td>$26,000</td>
</tr>
<tr>
<td>Grade, drain, base, and pave 0.25 miles of Hazel Moon Road (in-house)</td>
<td>$25,000</td>
</tr>
<tr>
<td>Repair Boss Hardy Rd. bridge over Little Mulberry Creek</td>
<td>$20,000</td>
</tr>
<tr>
<td>Repair Old Thompson Mill Rd. bridge over Little Mulberry Creek</td>
<td>$50,000</td>
</tr>
<tr>
<td>Repair Manning Gin Rd. bridge over Marbury Creek</td>
<td>$30,000</td>
</tr>
<tr>
<td>Repair Robertson Bridge Rd. bridge over Barber Creek</td>
<td>$25,000</td>
</tr>
<tr>
<td>Repair Covered Bridge Rd. bridge over Mulberry River (joint project with Jackson Co.)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Repair Hancock Bridge Rd. bridge over Mulberry River (joint project with Jackson Co.)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Install striping and pavement markings on various roads</td>
<td>$20,000</td>
</tr>
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</table>

Contingency - $48,000

RECOMMENDATION

Staff recommends the Board approve this distribution proposal.

ATTACHMENT: Capital Project Fund Budget Report and GDOT Bridge Reports
**BARROW COUNTY BOARD OF COMMISSIONERS, GEORGIA**  
Capital Project Fund  
Revenue and Expenditure Budget Report for FY2014  
Three Months Ended December 31, 2013

<table>
<thead>
<tr>
<th>Department</th>
<th>Original Budget</th>
<th>Transfers/Revisions</th>
<th>Revised Budget</th>
<th>Actual Year to Date</th>
<th>Encumbrances</th>
<th>Budget Variance</th>
<th>Pct Used</th>
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<td>310,420.00</td>
<td>310,420.00</td>
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<tr>
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<td>$1,832,464.00</td>
<td>$1,832,464.00</td>
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**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Department</th>
<th>Original Budget</th>
<th>Transfers/Revisions</th>
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<td>-</td>
<td>240,000.00</td>
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**Notes:**

Revenue:
- **Original Budget:** This column has what was approved for capital expenditures in the FY2014 budget.  
  The Board approved $554,000 to be divided between IT department and Roads and Bridge department.
- **Transfers/Revisions:** This column has the balances of what was not used by various departments in FY2013.

Expenditures:
- **Roads and Bridges Department:** The department has encumbered $240,000 for the following equipment:
  - 2013 John Deere 655K Crawler Loader for $168,000
  - 2013 John Deere 323D Compact Track Loader for $48,500
  - 2014 F250 4X4 Crew Cab with V8 Engine for $23,500
- **IT Department**
  - The department has already presented to the Board how it is going to spend the $310,420.  
  This includes the Website design, the purchase of about 75 computers, servers and switches that are in progress.
LOCALLY OWNED BRIDGE INSPECTIONS:

STRUCTURE ID 013-5001-0 / LOCATION ID 013-00001X-000.84W
CR 1, Mulberry Road over Rocky Creek
This bridge culvert is in good condition with no deficiencies reported.

STRUCTURE ID 013-5004-0 / LOCATION ID 013-00038X-002.99W
CR 38, Dee Kennedy Road over Rock Creek
This bridge culvert is in fair condition. Up to 1.5 feet inlet and 5.0 feet outlet scour but has major channel bed scour damage at both the inlet and outlet ends of the structure. The outlet scour is 5 feet deep while the inlet scour is 1.5 feet in depth. The scour at the culvert outlet has begun to undermine the end of the structure. All scour and undermining should be repaired with rip rap before serious structural damage can occur. Drift accumulated at the culvert inlet should also be removed to allow proper stream flow through the structure and reduce the potential for scour. Cracks in the western inlet wing wall and the eastern outlet wing wall extend into the barrels and should be sealed. Exposed steel reinforcement in the roof of barrel #2 should also be covered to prevent corrosion.

STRUCTURE ID 013-5005-0 / LOCATION ID 013-00038X-003.67W
CR 38, Dee Kennedy Road over Little Mulberry River
This bridge culvert is in fair condition with up to 1.5 feet of scour at the inlet end of the structure. The accumulated drift at the inlet end should be removed and the scour repaired with rip rap to prevent possible undermining. Cracks in the western inlet wing wall and both wing walls at the outlet end that should be sealed as well.

*STRUCTURE ID 013-5006-0 / LOCATION ID 013-00042X-000.74S
CR 42, Boss Hardy Road over Little Mulberry River
At the present time, Post this structure for 13 Tons H-Truck; 13 Tons Type 3 Truck; 16 Tons Timber Truck; 14 Tons HS-Truck and 20 Tons Type 3S2 Truck. This structure requires posting due to insufficient shear capacity of the concrete intermediate bent caps. Post-tensioning of the intermediate concrete bent caps is required to upgrade this structure to a point where posting is no longer required. The following maintenance recommendations are provided to maintain this structure at the current rating. This bridge structure is in fair condition. A spall was observed in the bearing area of beam #4 in span #1 at bent #2 that should be repaired. Concrete spalls in the edge beam at bent #3 and in the end posts at the abutments have exposed the reinforcement steel. These concrete spalls should be repaired to protect the reinforcement steel from corrosion. The deck joints throughout the structure have failed and should be cleaned and sealed. The deck joints at bent #2 and bent #3 have closed and should be opened by saw cutting to allow expansion and to prevent damage to the deck. End posts at both abutments have spalling with rebar which should be cleaned and patched.
STRUCTURE ID 013-5035-0 / LOCATION ID 013-00237X-002.12E
CR 237, Hancock Road over Mulberry River
This bridge structure is in fair condition with corrosion and minor section loss of the steel substructure piles. The steel piles throughout the structure should be cleaned and painted. The piles at bents #4, #5, #6, and #7 should be further protected with structural reinforced concrete encasements that extend from a point 2 feet below the mud line to a point 2 feet above normal water. Drift accumulated around bents #4, #5 and #6 should be removed to reduce the potential for scour. The deck joints throughout the structure have failed and should be cleaned and sealed. Cracks in the western abutment back wall should be cleaned and sealed.

STRUCTURE ID 013-5036-0 / LOCATION ID 013-00240X-000.97N
CR 240, Holsenbeck School Road over Beech Creek Tributary
This bridge culvert is in good condition. A spall in the interior wall at the culvert inlet should be cleaned and sealed to protect the reinforcing steel from corrosion. Minor channel bed scour at the inlet end of the structure should be monitored for signs of further degradation.

STRUCTURE ID 013-5038-0 / LOCATION ID 013-00267X-002.44S
CR 267, Bowman Road over Beech Creek
This bridge culvert is in fair condition with channel bed scour at both the inlet and outlet ends of the structure. The inlet scour damage is 1.5 feet in depth, and the outlet scour is 3.0 feet deep. The outlet scour has begun to undermine the structure. All areas of scour and undermining should be repaired with rip rap before serious structural damage can occur. Cracks in both outlet wing walls should be sealed. The outlet wing walls have separated from the culvert and should be strapped to the structure to prevent further misalignment of the wing walls. Drift accumulated at the culvert inlet should also be removed to prevent further scour damage.

*STRUCTURE ID 013-5039-0 / LOCATION ID 013-00268X-000.30S
CR 268, Old Thompson Mill Road over Little Mulberry River
Post for 08 Tons, Type A Sign.
This structure requires posting due to the condition of the floor beams. A replacement structure is required to upgrade this structure to a point where posting is no longer required. The following maintenance recommendations are provided to maintain this structure at the current rating. The following deficiencies were noted during the inspection and should be addressed to maintain this structure at the current suggested rating. The bearings are buried in dirt causing section loss. The paint has failed throughout the structure causing minor deterioration. Several cotter pins and hanger locks are missing or broken off and should be replaced. Clean and seal abutment 2 left cracking. The timber deck has several areas of traffic damage, several areas of splitting and cracking members and replace runners. The steel curb is missing on both sides and needs replacing.
STRUCTURE ID 013-5019-0 / LOCATION ID 013-00124X-000.30N
CR 124, Arch Tanner Road over Apalachee River Tributary
This bridge culvert is in good condition but has 1.0 feet of channel bed scour at the inlet end of the structure. This scour should be repaired with rip rap to prevent possible undermining.

STRUCTURE ID 013-5052-0 / LOCATION ID 013-00125X-002.37N
CR 125, McElhannon Road over Apalachee River
This bridge structure is in good condition. However, the joints at both abutments have failed and should be cleaned and sealed. Vegetation growing in the vicinity of the structure should be cut and removed.

STRUCTURE ID 013-5046-0 / LOCATION ID 013-00139X-002.19N
CR 139, Jackson Trail Road over Barber Creek
This bridge culvert is in fair condition with channel bed scour at both the inlet and outlet ends of the structure. The inlet scour damage is 3.0 feet in depth, and the outlet scour is 2.8 feet deep. Both ends of the structure have begun to undermine. All scour and undermining should be immediately repaired with rip rap before serious structural damage can occur. Erosion behind one of the inlet wing walls should also be repaired. Cracking of the southern inlet wing wall should be cleaned and sealed to protect the steel reinforcement from corrosion.

*STRUCTURE ID 013-5021-0 / LOCATION ID 013-00144X-002.22S
CR 144, Manning Gin Road over Marbury Creek
At the present time, POST this structure for 15 Tons H-Truck; 15 Tons Type 3 Truck and 21 Tons Timber Truck.
This structure requires posting due to insufficient shear capacity of the concrete superstructure. A replacement structure is required to upgrade this structure to a point where posting is no longer required. The following maintenance recommendations are provided to maintain this structure at the current rating. The deck joints throughout the structure have failed and should be cleaned and sealed. The northern approach has settled and should be leveled with the deck.

STRUCTURE ID 013-5022-0 / LOCATION ID 013-00144X-007.23S
CR 144, Harrison Mill Road over Marbury Creek
This bridge culvert is in fair condition with 3.8 feet of channel bed scour at the inlet end and 1.7 feet of scour at the outlet end of the structure. The inlet scour has begun to undermine the structure. These areas of scour and undermining should be repaired with rip rap before serious structural damage can occur. Cracks in the wing walls and interior walls should also be cleaned and sealed. The approach roadway has settled and should be leveled.

STRUCTURE ID 013-5048-0 / LOCATION ID 013-00152X-000.42W
CR 152, Smith Sisters Road over Apalachee River Tributary
This corrugated metal pipe culvert is in good condition. Vegetation growing in the vicinity of the structure should be cut and removed.
CR 156, Robertson Bridge Road over Barber Creek
At the present time, Post this structure for 16 Tons H-Truck; 16 Tons Type 3 Truck and 22 Tons Timber Truck.
This structure requires posting due to insufficient flexural capacity of the steel superstructure. A replacement structure is required to upgrade this structure to a point where posting is no longer required. The following maintenance recommendations are provided to maintain this structure at the current rating. The beam ends, metal decking and bearings are corroded and should be cleaned and painted. Erosion on the right side of both abutments should also be corrected. Extensive vegetation around the structure should be cut and removed to allow access for inspection and maintenance.

STRUCTURE ID 013-5026-0 / LOCATION ID 013-00159X-000.41N
CR 159, Elder Road over Barber Creek
This bridge culvert is in fair condition with channel bed scour at both the inlet and outlet ends of the structure. The inlet scour is 1.9 feet in depth, and the outlet scour at the concrete apron end is 2.3 feet deep. The outlet scour is undermining the apron and allowing the slab to settle. The stream flows beneath the apron through the joint at the barrel end. All scour and undermining should be repaired with rip rap before serious structural damage can occur and the joint between the floor and apron sealed. Cracks in the southern inlet wing wall should be sealed as well.

STRUCTURE ID 013-5044-0 / LOCATION ID 013-00171X-000.20N
CR 171, Lays Drive over Beech Creek Tributary
This bridge structure is in fair condition. The beams and bearing assemblies are corroded and should be cleaned and painted. Scour at the southern abutment should be repaired with rip rap. The deck joints at both abutments have failed, they need to be cleaned and sealed.

STRUCTURE ID 013-5055-0 / LOCATION ID 013-00206X-000.06N
CR 206, Lois Kinney Road Over Bear Creek
This bridge culvert is in poor condition with channel bed scour at both the inlet and outlet ends of the structure. Pipe #1 has perforations and areas of 100% section loss throughout the pipe which should be repaired with a properly designed liner. The scour at the inlet end is 1.3 feet deep while the scour at the outlet end is 4.5 feet in depth with 2 feet of undermining. All scour should be repaired with rip rap to prevent further undermining and possible loss of roadway. Extensive vegetation around the structure should be cut and removed to allow access for inspection and maintenance.

STRUCTURE ID 013-5028-0 / LOCATION ID 013-00206X-000.41N
CR 206, Lois Kinney Road over Bear Creek
This bridge structure is in fair condition with corrosion of the steel superstructure members. The steel beams should be cleaned and painted. Cracks in the old masonry part of the northern abutment should also be sealed. Extensive vegetation around the structure should be cut and removed to allow access for inspection and maintenance.
STRUCTURE ID 013-5007-0 / LOCATION ID 013-00042X-001.26S
CR 42, Boss Hardy Road over Rock Creek
This bridge culvert is in fair condition but has channel bed scour at both the inlet and outlet ends of the structure. The inlet scour is 3.7 feet in depth, and the outlet scour is 2.2 feet deep. The outlet scour has begun to undermine the structure. All scour and undermining should be repaired with rip rap before serious structural damage can occur. Settlement cracking in the outlet wing wall at the southern barrel should be cleaned and sealed. Spalls at the outlet northern wing wall should also be cleaned and sealed. Drift accumulated at the culvert inlet should be removed to prevent additional scour damage from occurring.

STRUCTURE ID 013-5008-0 / LOCATION ID 013-00045X-000.80E
CR 45, Covered Bridge Road over Mulberry River
This bridge structure is in fair condition with extensive cracks and spalls throughout. The end wall of the eastern abutment is cracked and should be sealed. Concrete spalls in beam #2 at bent #2 and beam #4 at bent #6, in the cap at bent #2, in the barrier walls, and in the concrete deck and the approach roadway should be repaired. The deck joints throughout the structure have failed and should be cleaned and sealed. The steel piles throughout the structure are corroded and should be cleaned and painted. Any piles that appear to have section loss should be cover plated before being encased. The piles at bents #3, #4, #5, and #6 should be further protected with reinforced concrete encasements extending from points 2 feet above normal water to a point 2 feet below the mud line.

*STRUCTURE ID 013-5009-0 / LOCATION ID 013-00050X-000.21E
CR 50, Liberty Church Road over Mulberry River
At the present time, Post this structure for 18 Tons H-Truck; 18 Tons Type 3 Truck; 21 Tons Timber Truck and 24 Tons Type 3S2 Truck.
This structure requires posting due to insufficient shear capacity of the concrete intermediate bent caps. Upgrading of the load carrying capacity would require post-tensioning of the caps at bents #2 and #4. The following maintenance recommendations are provided to maintain this structure at the current rating. This bridge structure is in fair condition. The steel superstructure is corroded and should be cleaned and painted. Cracks and spalls in the concrete deck should also be sealed. The deck joints throughout the structure have failed and should be cleaned and sealed. One of the concrete catch basins is undermined due to failure of the slope drain pipe. The pipe should be repaired, and the undermining corrected. Concrete spalls in the right column at bent #3, in the right handrail at bent #3, and in the right curb at the eastern end of the structure should be repaired. The accumulated drift at bent #3 should be removed to reduce scour potential. Bank erosion in span #3 should be repaired and the bank protected with rip rap.
Barrow County Board of Commissioners Agenda Request

<table>
<thead>
<tr>
<th>Department: Economic/Community Development</th>
<th>Date Submitted: 3/4/2014</th>
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<tbody>
<tr>
<td>Submitted By: Guy Herring</td>
<td>Budget Type: NA</td>
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Item of Business:
Award of RFQP 2014-3 Professional Building Plan Review and Inspection Services

Attachments: Yes
Authorization: Chairman's Signature? No

Department Recommendation: Approval
Department Head Sign Off:

Attorney Comments (if applicable):
Attorney Sign Off (if applicable): ____________________________ Date ____________________________

Financial Services Use Only

<table>
<thead>
<tr>
<th>Budgeted</th>
<th>Funding Source</th>
<th>Current Balance</th>
<th>Requested Allocation</th>
<th>Balance If Approved</th>
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<td>Yes</td>
<td>7510</td>
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Finance Comments

CFO Sign Off: Rose Kisaalita Date 3/7/14

County Manager Sign Off: Randall Dowling Date 3/7/14
RFQP 2014 – 3 for Professional Building Plan Review and Inspection Services was prepared and released to bid on January 15, 2014 to obtain proposals for qualified firms to conduct building plan review and inspection services for the unincorporated areas of the County, the Town of Bethlehem and the Town of Carl. The RFQP was distributed on January 15, 2014 and advertised in the county’s legal organ, The Barrow County News, on January 15 and 29, 2014, and posted on the county’s web site. The deadline for responses was originally February 13th but was moved to February 17th due to inclement weather. On the deadline date, the county received six responses.

QUALIFICATIONS AND COST COMPARISON
The bid tab is listed below. Each of the respondents provided qualified inspectors and plan reviewers in their proposals. Several of the firms proposed a large staff and suggested providing more services than we currently need. As was stated in the RFQP, the County is seeking a qualified firm to provide plan review and building inspection services. Although several of the larger firms could provide additional services, the County is not in need of such additional services.

The 2014 budget projected $216,123 in building permit revenue. Based on the below bid cost proposals, the cost of the services ranged from a low of $61,300 to a high of 75% of permit fees which calculates to approximately $162,000 based on the proposed 2014 revenue.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Qualified</th>
<th>Cost Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safebuilt, Tyrone</td>
<td>Yes</td>
<td>70% of fee schedule</td>
</tr>
<tr>
<td>Moreland-Altobelli, Norcross</td>
<td>Yes</td>
<td>$60.00/hr NTE $130,000/year</td>
</tr>
<tr>
<td>Nova Engineering, Buford</td>
<td>Yes</td>
<td>$95.00/hr plus mileage or 75% of permit fees</td>
</tr>
<tr>
<td>Charles Abbott Associates, Atlanta</td>
<td>Yes</td>
<td>70% of permit and plan review fees</td>
</tr>
<tr>
<td>Gruber Enterprises, Toccoa</td>
<td>Yes</td>
<td>1-4 hrs=$175, 5-6 hrs=$200, 7-8 hrs=$245, NTE $61,300/year</td>
</tr>
<tr>
<td>Bureau Veritas, Kennesaw</td>
<td>Yes</td>
<td>60% of total building department revenue w/ 2.5% escalator</td>
</tr>
</tbody>
</table>

EVALUATION
County staff has reviewed and evaluated the submitted responses and recommends that Gruber Enterprises be awarded this service on an annual contract renewable up to three years at a not to exceed annual price of $61,300.00. Gruber Enterprises was selected based on the superior qualifications of the staff and the lowest cost proposal provided. The firm is currently providing the plan review and inspection services to the County on an interim basis and the staff and public have found the firm to be responsive and prompt with building inspections and plan reviews. The firm is willing and able to be flexible and responsive to the needs of our citizens and builders.

RECOMMENDATION
Staff recommends the Board award the Professional Building Plan Review and Inspection Services RFQP 2014-3 to Gruber Enterprises at a not to exceed annual cost of $61,300.00 and authorize the Board Chairman to execute all necessary documents. The county attorney has reviewed the agreement. Funding for this service has been budgeted in the current year’s budget.