



January 5, 2022

REQUEST FOR PROPOSAL
RP012-22

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified contractors to provide **Facility Maintenance Services on an Annual Contract** with Four (4) Options to Renew for the Department of Water Resources.

Proposal Submittal Date and Location

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **February 2, 2022**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting contractors will be read at 3:00 P.M. A list of contractors submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Pre-Proposal Date and Location

A virtual pre-proposal conference is scheduled for 10:00 A.M. on January 24, 2022, at <https://gwinnettgov.webex.com/gwinnettgov/j.php?MTID=m93b84874c701312c9eae13460201345b>. You can also join by meeting number/access code: 2344 111 8390; password: tNpZGQmJ436 or calling 1-408-418-9388. All consultants are urged to attend.

Instructions on Submitting Questions

Questions regarding proposals should be directed to Shelley McWhorter, Purchasing Associate III at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than January 26, 2022. Proposals are legal and binding upon the bidder when submitted.

Bonds and Insurance

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of Two Million Five Hundred Thousand and no/100 Dollars. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Successful supplier will be required to meet insurance requirements, submit a Five Million and no/100 Dollars performance bond and a Five Million and no/100 Dollars payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-5 or higher.**

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Shelley McWhorter, CPPB
Purchasing Associate III

STATEMENT OF WORK

The Gwinnett County Department of Water Resources (DWR) intends to award this contract to multiple independent contractors for work that could be classified as corrective or preventive maintenance with varying degrees of urgency. That would include work that needs to be started immediately and cannot wait for a competitive procurement to be completed in an effort to enable continuity of operations, ensure sustainability of existing assets, meet redundancy, health & safety, and environmental protection goals.

Contractor shall furnish all insurance, transportation, materials, supplies, parts, test equipment, instrumentation, apparatus, services, tools, project management, supervision, labor, technical knowledge, skills, and all things necessary to provide an Annual Contract for water and wastewater facility maintenance on equipment and structures including incidental electrical of the following:

Water Treatment Facilities, Water Tanks and Booster Stations, Water Reclamation Facilities, and Wastewater Pump Stations including mechanical and ancillary, including but not limited to electrical equipment, etc., at any Gwinnett County location.

Maintenance services may be initiated due to failure of equipment or from the discovery of deficiencies. Once the need for maintenance is identified, Contractor shall provide the appropriate personnel to complete the work within an agreed upon schedule. In some cases, maintenance work may be considered emergency or urgent, in which case the Contractor will be required to allocate the necessary resources to expedite the work. Contractor personnel may work alongside or in conjunction with Gwinnett County personnel for any work.

Where available, the use of existing contracts or agreements Gwinnett County has in place with various contractors, equipment suppliers, or vendors may be used. These include Annual Contracts and Sole Source Agreements. The Contractor may be asked to coordinate activities of these contracts to complete the necessary work as if the Contractor were providing the service themselves.

Proposed work shall be written out and presented as a detailed work order prior to the start of work. All costs shall be included in the work order form and involve the use of specific, identified materials, labor and equipment actually used to complete the work.

Work shall be performed on a not-to-exceed cost based on labor rates plus fixed fee on materials as noted in the Fee SCHEDULE and in accordance with the following minimum specifications.

I. INVITATION TO SUBMIT PROPOSALS

- A. DWR hereby requests proposals for Facility Maintenance Services. This submission will assist DWR in identifying qualified contractors to provide services to DWR for maintenance, repair, and troubleshooting. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an "as-needed" basis. DWR reserves the right to complete separate solicitations when in the best interest of Gwinnett County.

DWR needs sufficient information to determine that the Contractor is adequately staffed and capable of providing "as-needed" services.

- B. Hourly rates and percentages of markup in the Fee Schedule will cover all work proposed and performed under this contract. The full cost of proposal preparation is to be borne by the proposing contractor.
- C. One (1) unbound original (designated as the original) and one (1) identical RFP on a thumb drive should be submitted. The RFP on the thumb drive needs to be one single .pdf file. The original proposal should be signed in ink by a company official who has authorization to commit company resources.

Proposals shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening and company name on the outside.

- D. The Fee Schedule is to be submitted in a separately sealed envelope. One (1) unbound original (designated as the original) and one (1) identical Fee Schedule on a thumb drive. Envelopes should be labeled with the Proposers name, RP #, and "FEE Schedule".
- E. Sole responsibility rests with the contractor to see that their proposals are received on time at the above stated location.
- F. Proposals submitted by alternate means other than the means specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the vendor that the proposal has been disposed of. This language is not applicable to the request for an electronic copy of the proposal which is to be submitted as part of the contractor's submittal.

Proposers are to follow the instructions outlined in this solicitation and failure for the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Contractors are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be received and will be returned to the Proposer.

- G. To provide these services, the proposal shall address the contractor's capabilities and resources in the following areas:
- Availability of staff and location of office.
 - Organizational structure relating to service delivery
 - Local experience of the contractor.
 - Contact number(s) of the individual appointed directly to service this contract.
 - Appropriate equipment and technology

- H. All questions concerning this Request for Proposal (RP) should be directed **IN WRITING** to Shelley McWhorter , Purchasing Associate III, Gwinnett County - Purchasing Division, 75 Langley Drive,

Lawrenceville, Georgia 30046 via by email to shelley.mcwhorter@gwinnettcountry.com. Where appropriate, DWR responses to formal questions will also be in writing and will be distributed to all contractors on our record as having received a copy of this RP.

- I. Individuals, contractors and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, contractor or business may be disqualified from consideration for award. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring the additional data is made available to all proposers.
- J. Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken by the Gwinnett County Board of Commissioners to award or reject this solicitation. The proposals are subject to GA Open Records Law.
- K. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the consultant and services throughout and incorporated herein by reference. The Agreement with the selected contractor, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

II. INSTRUCTIONS TO PROPOSERS

A. Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, contractor, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County, has open or pending litigation against the County (for a department or division other than Purchasing), or that is deemed irresponsible or unreliable by Gwinnett County. If requested, the Proposer will be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon, and that they have the necessary personnel, equipment, experience and financial resources to provide the proposed services requested.

B. Representation

Proposals must be signed in ink by a company official(s) that has authorization to commit company resources and shall contain the contractor's full business address. These officials will also be individuals noted as authorized to commit resources for this contract. Specific job descriptions for personnel have been listed in Appendix C.

C. Proposal Evaluation Process

Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to request clarifications, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest.

The proposals will be reviewed by a selection committee composed of County personnel. During the first phase of the evaluation, the Evaluation Committee will have access to all proposal materials except the separately sealed envelope marked "FEE SCHEDULE". Gwinnett County's evaluation team will review proposals using a two-phase process as follows:

| | | |
|--|---|------------|
| <u>Phase I</u> —Proposals will be evaluated based on their relative responsiveness to the criteria described below and will be scored based on the point values as shown: | | |
| i | Contractor Experience: Representative experience of the contractor on similar contracts. | 25 |
| ii | Key Personnel: Relevant qualifications, experience and availability of key proposed personnel. | 15 |
| iii | Understanding and Approach: Description of contractor’s understanding of the potential services to be provided and the planned method or process for providing the required services. | 20 |
| iv | Project References: Emphasis will be given on the quality of the references, feedback given by the reference, or lack of response by the reference | 20 |
| Phase I Total | | 80 |
| <u>Phase II</u> — At DWR’s discretion or as deemed in the best interest of DWR, proposing contractors may be short- listed before proceeding into the next phase. The number of contractors being short-listed will be at the sole discretion of the scoring committee. If the County develops a shortlist, the short-listed contractors will advance into Phase II of the evaluation process. In lieu of the County establishing a short list, the fee schedule of all proposers will be opened and scored as indicated below; | | |
| Evaluation of fee schedule and/or multiplier schedule: The proposer submitted the lowest overall price shall receive the maximum points allowed (20 points) and scores received for the higher priced contractor(s) will be calculated using a mathematical formula based upon the percentage of difference between the proposers’ cost to the lowest cost. | | 20 |
| TOTAL (Phase I & II) | | 100 |
| <u>Phase III</u> —At DWR’s discretion or as deemed in the best interest of DWR, the highest scoring contractors may be short listed for a second time and the County may choose to extend an option for a presentation/interview. The number of contractors being short listed is at the sole discretion of the scoring committee. Interviews will only be extended if the County deems that interviews are necessary in order to make a final selection. Interviews are optional and do not have to be extended by the Scoring Committee. | | 20 |
| Total with Optional Interview | | 120 |

All costs associated with the presentation/interview are the responsibility of the proposer. The County may negotiate terms and/or pricing of the contract with the highest scoring contractor(s). In the event that negotiations with the highest ranked contractor(s) are unsuccessful the County may then negotiate with the lower ranked contractor(s) and so on until a satisfactory agreement has been reached.

D. Contract

The Proposer is to hold pricing firm for the duration of the initial term of the contract. Any increases/decreases to contract will be reviewed at the time of the renewal offer. There are four options to renew. These renewal options are not guaranteed and will be based upon 1) terms, conditions remain the same (pricing as indicated in the original pricing schedule or decreased); 2) service is satisfactory; 3) both parties are willing to renew; and 4) Board of Commissioners approval, if required.

The proposal should contain a statement that the contractor has carefully reviewed the solicitation and can meet all insurance and other requirements set forth in the proposal. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the solicitation in its entirety. This information will be included in the cover letter.

E. Proposal Submittal/Format

The following information shall be submitted in the proposal in the format as specified in Section I, items C & D above. (page 2)

Cover Letter - Contractor Identification

Give the full legal name of contractor, the contractor's principal business office and its satellite offices, if any; and indicate the location from which the requested services will be provided. Give information on the contractor's history, business activities, size, employees (per office), officers, affiliates, subsidiaries, ownership and corporate data, as applicable to the provision of that service. This information will be included in the cover letter.

Tab i. Contractor Experience

Effective and substantive experience of the contractor in the provision of similar services under consideration, with emphasis on staff presented and local supplier(s). Provide a detailed description of your understanding of the services to be provided along with a summary of the contractor's experience and how it directly relates to the services requested. Include details of how the contractor responded to routine, urgent, and emergency service requests, as well as, how personnel were assigned and allocated to meet the needs of the contract. Locality and responsiveness of the contractor, availability and prior knowledge of DWR's facilities are key components.

Tab ii. Key Personnel

Relevant qualifications, experience and availability of key proposed personnel dealing with assessment, maintenance, repair, and troubleshooting techniques for mechanical, electrical, and control systems. Identify the key personnel proposed for this contract, specifically the following roles, which must be provided for the work.

- Project Manager (PM) – the individual who will be responsible for the day-to-day coordination of work activities for the assignments issued under the contract. The PM is responsible for scheduling work, communication with DWR's project manager, operations and maintenance staff, the engineer, and any subcontractors or suppliers being utilized in the work. The PM will be required to attend operations staff meetings for coordination of work and is expected to be actively involved in the daily activities of the work to ensure all the DWR personnel and the engineer are apprised of work activities to quickly respond to unforeseen conditions. Familiarity with DWR facilities and work processes is preferred. This individual may be required to work from an on-site office.
- Contract Manager – the individual who will be responsible for handling contract and work order related issues. This individual shall have the authority to allocate company resources for meeting the needs of DWR. The Contract Manager may be the same individual as the Project Manager.
- Financial Support Staff – personnel responsible for preparation of pay applications and assembling the required supporting documentation. This individual will work closely with DWR's financial personnel for processing pay requests.

Provide a description of the qualifications and experience of the key staff members that may be involved in assignments. Resumes may be included or supplied in response to this request.

Tab iii. Understanding and Approach

Description of contractor's understanding of how a project will be scoped and managed, which includes methods, processes, identification of issues and resolution of conflicts. Provide a description of contractor's approach for responding to service requests, leveraging existing annual

contracts and sole source agreements, coordinating with DWR operations staff, and seeking input from engineer’s subject matter experts (SMEs). Specifically define the proposed plan for executing the following aspects of a project assignment.

- Scope development
- Communication/reporting
- Schedule management
- Conflict resolution

Tab iv. Project References

Proposer to supply information for at least three (3) contracts of similar or greater magnitude bidder has performed within the past 5-years, providing information noted below. Failure to supply requested information or failure to meet reference requirements may impact scoring.

Emphasis will be given on the quality of the references, feedback given by the reference, or lack of response by the reference. Clients and references must be included, but all references may or may not be verified, at the discretion of Gwinnett County. Provide this information in table form as follows:

| Dates Service Provided | Client Name | Description of Specific Work Authorizations | Outcome (include budget & schedule) | Contact / e-mail and phone number |
|------------------------|-------------|---|-------------------------------------|-----------------------------------|
| | | | | |
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Tab v. Fee Schedule

The proposer is to submit in a separately sealed envelope a FEE Schedule which has been labeled with the Proposers name, RP #, and “FEE SCHEDULE”. All contractor fees are to be billed at rates identified in the fee schedule. Do not submit the Fee Schedule with the Technical Proposal.

III. GENERAL TERMS AND CONDITIONS

- A. The contract will be an “Open-Ended” with County requirements to be satisfied on an “as needed” basis.
- B. COUNTY REQUIREMENTS: This invitation and resulting annual contract will provide for the normal requirements of Gwinnett County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, the Contractor is obligated to deliver all articles and services that may be ordered during the contract term regardless of quantity or dollar volume.
- C. Contractor shall be responsible for County components or parts while in its possession and shall make good any damage to such components or parts.
- D. Contractor shall conduct the work in such manner as to minimize disruption of Gwinnett County operations. Therefore, all maintenance and repair of equipment shall be performed on County premises. Any deviation shall be handled on a case-by-case basis.

- E. OPTION TO AUDIT: Contractor will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested and may be audited by a designated County staff or contractor. If such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.
- F. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and services of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.
- G. RESPONSE TIME: Proposer will acknowledge willingness to respond to regular service calls within twenty-four (24) hours after receipt of call or notification from the County. Delivery of regular services will be within five (5) calendar days. Proposer will acknowledge willingness to respond to emergency calls must occur within two (2) hours after receipt of notification from the County. An emergency shall be defined as any condition that poses a threat to health, welfare, or safety of people and/or property or a condition that will negatively affect any essential service(s) as determined by Gwinnett County. Proposer will provide the County with a twenty-four (24) hour emergency contact and telephone/pager number(s). Delivery of emergency services must occur within two (2) hours. FAMILIARITY WITH THE WORK: Proposer acknowledges, by proposing on this contract that they have a full and complete understanding of the extent and nature of the work required and the conditions surrounding the performance.
- H. Proposer should provide to the county the time required for the team to reach jobsite after service call is placed (state definite time frame in hours and do not use such words as "soon" or "as soon as possible").
- I. Proposer should provide to the County what priority will be given to Gwinnett County service calls for normal repair services.
- J. Proposer should provide to the County what priority will be given to Gwinnett County service calls for emergency services.
- K. CONDITION, WORKMANSHIP AND INSPECTION: All equipment and/or materials furnished by successful proposer will be new, equivalent to original manufacturer's standards, in first class condition, including containers suitable for shipping and storage, unless otherwise directed by the County in writing. Verbal agreements with the County will not be recognized. All work done under this contract will be performed in a skillful and competent manner. The County reserves the right to require that the successful contractor(s) remove any of their own employees, agents, or sub contractors, whom the County deems incompetent or careless, from performing work on County equipment. The County reserves the right to inspect any work performed under this contract both at the job site and at successful proposer's facilities. Any inspection by the County does not relieve the successful proposer from any responsibility regarding defects or other failures to meet the contract requirements.
- L. CORRECTION OF WORK: The Contractor shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The Contractor will bear all costs of correcting such rejected work.

M. CONTRACTOR RESPONSIBILITY:

1. As may be required to perform the level of effort described in the task order, the Contractor shall furnish all labor and facilities; fabricate, assemble, receive, inventory, verify, package, store, and ship material and equipment necessary for the performance of these efforts. The Contractor shall acquire or procure those incidental material items necessary to complete tasking.
2. The Contractor is solely responsible for obeying the requirements of any statutes, laws, regulations, executive orders, consent standards, or codes governing the type of work performed.
3. SAFETY: Contractor will be responsible for the safety of their personnel. Costs for safety program and measures to be included in the hourly rates and percentages of markup in the Fee Schedule.
 - a. Contractor must comply with all applicable OSHA regulations, Gwinnett County, Gwinnett County DWR Safety Policies and Procedures as well as other applicable regulatory agencies (i.e. DOT, EPA, EPD) or established industry standards (i.e. NFPA 70E) where required by Federal, State or local regulations. Service providers may follow their own policies and procedures, provided they are equal to or more stringent than applicable standards.
 - b. Contractor will ensure they provide an accurate headcount to the DWR key contact should conditions warrant a facility evacuation. These situations include fire, chemical spill, etc.
 - c. Contractor will contact 9-1-1 in the event of a serious injury or illness and notify the Gwinnett County Project Director/Manager immediately.
 - d. Contractor will require any subcontractors to adhere with all applicable laws and regulations.
 - e. Contractor will provide proof of employee safety training and/or programs within 2 business days to DWR documenting compliance with regulatory requirements and assuring safe working practices upon request.
 - f. Contractor will notify DWR of any work-related hazards or hazardous chemicals they intend to introduce into the workplace and provide SDS's.
 - g. Contractor will utilize appropriate personal protective equipment (PPE) to protect their employees and subcontractors from conditions associated with their work.
4. The Contractor shall be responsible for obtaining any permits and licenses that may be required by his personnel to support tasks performed under this contract, including any associated fees.
5. The Contractor shall ensure that all Contractor personnel performing any work in Confined Spaces are properly regulated, trained, equipped, and certified under CFR-29-1910.46.

N. Gwinnett County reserves the right to purchase and furnish Contractor with equipment, supplies, materials, seals, piping, valves, wire, cables, components, parts, switchgear, apparatus, devices, fixtures, conduit, raceways, and any other items needed to begin and/or complete a project under this contract.

O. TORT IMMUNITY: No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

P. ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY PROPOSER.

Q. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

R. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

S. Proposer should have a local source which stocks repair and replacement parts, dispatches service technicians and have repair service facilities for the unit(s) bid upon. Proposer should offer to the County a list of suppliers where parts and repair service will be available for usage under this contract.

T. USUAL and CUSTOMARY RATES FOR SERVICE and REPAIR CONTRACTS: In maintenance, repair and service contracts *where total costs are not fixed but* are based upon time and materials only; then, Gwinnett County reserves the right to verify that the Contractor's prices are not in excess of usual and customary rates typically charged in the industry for the work requested. Should the County discover that the Contractor is charging in excess of the usual and customary rates, then the County reserves the right to award such work outside the contract. In all such cases, the Contractor shall furnish the County with a not-to-exceed cost and completion time prior to beginning any work. At no time will Contractor begin any work without prior approval from the Department using the contract.

U. AWARDS: Gwinnett County reserves the right to make no awards, partial awards (reduced quantities), multiple awards, one award for all items; or whatever the County deems to be in its best interest.

V. SUBCONTRACTING: Subcontracting for portions of the work will be allowed in the performance of work covered under this contract but only with the express written permission of Gwinnett County. Contractor shall be capable of executing a majority of the requirements of this contract with "in-house" staff and without the exclusive use of sub-contractors. The unauthorized use of sub-contractors can result in cancellation of the contract.

The Proposer should submit to the County for review, a list of the contractors subcontracting under this contract.

IV. MINIMUM SPECIFICATIONS FOR FACILITY MAINTENANCE SERVICES

A. GENERAL CONDITIONS:

1. **Work Schedule**

- a) Contractor shall coordinate all work with DWR operations staff so that a DWR facility's ability to meet regulatory permit requirements or functionality is not adversely impacted. Work shall not interfere with the receiving of critical shipments of operating materials and supplies nor hinder the day-to-day operation of the facility.
- b) The normal daytime schedule will vary between various Facilities. Contractor *may* be allowed access during off hours at DWR's option.
- c) Contractor personnel may be required to get a badge and/or sign in depending on the Facility.
- d) **SPECIAL NOTIFICATIONS**: Contractor shall notify appropriate DWR contact to obtain permission to begin work and shall not take any operating equipment out of service. Work shall be scheduled at least 24 hours in advance when possible. Note that DWR service demands shall dictate work schedules.

2. Site Conditions

- a) Contractor shall be responsible for obeying each using facility's policies regarding use of parking spaces.
- b) Contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work site in full compliance with OSHA regulations.
- c) Contractor may have limited use of 120-volt single phase, 208-volt 3-phase or 230-volt 3-phase electric power, and water taps, where available.
- d) Contractor shall be responsible for providing their own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

3. Materials, Services and/or Equipment Furnished By DWR

Items which are to be furnished by DWR will be provided on a timely basis if possible, so as not to delay work; however, work to be done by a Contractor, and requiring services or parts provided by DWR, shall not commence until Contractor has received all items that were to be supplied by DWR, or until permission to start has been given by DWR.

4. Extra Work

In the event that extra work not specifically listed in either the SCHEDULE or minimum specifications is required, such work must be duly authorized in advance and in writing by DWR at a fixed lump sum, based upon the time and materials prices bid, after the Contractor has provided: 1) a written and detailed cost breakdown, 2) estimated completion time and 3) justification for the work in question. Verbal agreements between Contractor and County employees shall not be binding.

5. Standards, Permits and Licenses

Contractor shall be financially responsible for obtaining all licenses and permits required to comply with any regulatory agency in order to perform work under these specifications. Contractor shall be responsible for obtaining any permits or licenses required by the Federal Government, State of Georgia, or Gwinnett County to perform work under these specifications. Safety regulations shall conform to current Occupational Health and Safety Act (OSHA) and National Institute for Occupational Safety and Health (NIOSH) requirements. Inspections and maintenance for electrical repairs shall conform to the National Electrical Testing Association (NETA) Standards and to the National Electrical Code (NEC). National Electrical Manufacturers Association (NEMA) Standards shall be used in lieu of European standards with regards to equipment and apparatus replacement.

6. Equipment Furnished by Contractor

Contractor not to substitute equipment with regards to manufacturer, if so specified. When upgrading existing systems, equipment furnished must achieve fit and function with equipment left in place. In any case, Contractor shall provide DWR with a fully functional and working system upon completion of the work.

7. Acceptance

To be accepted for this contract, Contractor should have a minimum of ten- (10) years of experience in the assessment, maintenance, and repair of water and wastewater equipment including incidental electrical apparatus and shall furnish references and proof of competency from past jobs.

8. Experience

To be considered for this contract, Contractor should have a minimum of ten (10) years' experience in lock out/tag out safety procedures, confined space safety certification, installation, and repair of piping, valves, pumps, electrical devices, apparatus, conduit and raceways, wire and

cable, and all as contained herein. Note that some DWR locations may require work on three-phase medium voltage (2300 – 14000 volt) systems and also in confined spaces. However, most work will be performed on low (600) volt or less systems, either single-phase or three-phase. Contractor is to furnish references and proof of competency from past jobs including required certifications.

9. Adherence To Industry Standards

Contractor must be familiar with the AWWA and other relevant industry standards. These include Georgia EPD Minimum Drinking Water Standards (March 2021) 12.5.4 and 12.5.5; AWWA Standards C651-14, C652-19, C653-20, and C655-18 (and subsequent replacements).

B. BASIC MAINTENANCE REQUIREMENTS

Contractor shall provide costs for labor and materials markup to cover the costs for troubleshooting possible repair of facilities requiring remedial work discovered as a result of the inspection or as the result of an emergency preventative and predictive maintenance, and other work as applicable. Examples of work that could be requested could include, but would not be limited to repair or replacement of out of service units, troubleshooting of systems and components, vibration analysis, coatings analysis and replacement/repair, oil and filter changes, thermographic analysis, other predictive techniques. Work could be requested on systems or components of chemical feed facilities, compressed air systems, bar screens, grit removal, screening systems, clarifiers, inclined and horizontal screw conveyors (shafted and shaftless), filters, flow equalization, oxidation, sludge handling, odor control, disinfection, pump stations and storage tanks, just to offer a few. This is not intended to be a comprehensive list, but is intended to acknowledge the need for a comprehensive facility maintenance contractor.

Work could include, but not be limited to mechanical, piping, structural, incidental, electrical, and plumbing. Should repairs become necessary, all work shall be performed in accordance with but not limited to the following:

1. All work shall comply with the most recent applicable standards and regulations, including but not limited to OSHA, NESHAP, NEC, NEMA, IEC, SSPC, AWWA, ANSI, ACI, ASTM.
2. Raceways to be rigid metallic conduit and fittings unless otherwise specified at DWR's option. Flexible non-metallic conduit may be used where permitted by the National Electric Code (NEC) and approved by the County.
3. Contractor shall be responsible for arranging and coordinating any required work between Gwinnett County and Power Utility Company to disconnect and restore power to the job-site.
4. Contractor to furnish a means of disconnecting power to any device or apparatus independent of any circuit breaker. Such safety disconnect shall be lockable for any 3-phase system or any system exceeding 120 volts. Switches for single-phase 120-volt system shall be industrial grade with replaceable contact blocks and selector or maintained operators as approved by DWR, and installed in an industrial grade enclosure of NEMA 3R, 4 or 12 as required by Code. Safety switches shall be installed in accordance to 2005 NEC and current Occupational Safety and Health Act (OSHA) guidelines.
5. Contractor to test all components and systems upon completion of the installation, and correct any deficiencies found. Contractor to leave all components and systems in safe, perfect working order.

6. Contractor shall be responsible for coordinating with equipment manufacturers and/or their service representatives for assessment of equipment and identification of the minimum recommended routine maintenance needs. Contractor may be directed to perform routine preventive maintenance services for equipment in compliance with manufacturer's recommendations.

C. SPECIFIC REQUIREMENTS

1. OEM Methods and Procedures

The installation and repair services provided under this contract shall be in accordance with the methods and procedures of the original equipment manufacturer's (OEM) schematics, operational, maintenance and repair manuals, unless otherwise stated in the price schedule or purchase order.

2. Landscaping Repairs

In the event that damage occurs to County landscaping by Contractor or his sub-Contractors or agents of the Contractor shall be responsible for repair of damaged landscape. Contractor shall maintain existing contours of the landscape within the work area. All disturbed areas will be graded, smoothed and seeded with Kentucky 31 fescue, or approved equal, at the rate of 250 pounds per acre. Initial fertilizing and straw shall be included. Contractor shall replace any bushes, flowers, or trees killed or damaged with like kind.

3. Parts and Materials Quality

Supplies, materials, devices, apparatus, components, and parts supplied and installed by Contractor shall conform to both the manufacturer's and industry standards. Only parts meeting or exceeding that the original equipment will be used for repair work. All parts used must be listed on the original invoice submitted for payment. Gwinnett County reserves the right to audit Contractor's invoices for parts, as it deems necessary. Materials used by Contractor shall be new and of the quality conforming to current engineering and manufacturing practices. All materials shall be free of defects and suitable for the intended use. DWR reserves the right to purchase and furnish Contractor with supplies, materials, piping, valves, pumps, wire and cables, equipment, apparatus, devices, fixtures, conduit, raceways and any other items needed to complete a project. Contractor shall then furnish only services and shall provide estimate less any such items furnished by DWR.

4. Requests For Service

Upon receipt of a request for service, Contractor's agents shall coordinate and schedule a site inspection with the DWR representative to familiarize themselves with the existing site location and environment, and any other details that may affect the project cost estimate. Contractor shall then provide DWR with a binding not to exceed estimate for the project based upon the labor rates bid in the Price Schedule and any associated materials costs. Contractor may at the request of DWR, be required to furnish a comprehensive bill of materials before authorization to begin is given. In all respects, Contractor must obtain approval from DWR before beginning any billable work, including the procurement of any materials, parts, components, apparatus, devices, or equipment. Work exceeding the scope of the original binding estimate must be approved in writing on a case-by-case basis before the fact, and only after Contractor has submitted a detailed written explanation for the need, a contractor not-to-exceed cost to complete the project, and a contractor project completion date. Verbal agreements between the County and Contractor are not binding.

NOTE: Large projects, in which electrical work is a major component of other structural, piping, and mechanical work, may be considered beyond the scope and intent of this contract. Discovered equipment repair needs associated with the existing Electrical Inspection Contract will continue to be covered under that contract and are beyond the scope of this contract.

5. **Invoice Documentation**

Contractor shall, when contacted by a Gwinnett County agency, provide a not to exceed binding estimate for proposed new or old work covered under this contract before beginning the work. This estimate shall detail labor costs by item number, labor rate; supplies, parts, and materials; and shall indicate estimated completion date and time for the project. Invoices shall be submitted using the Application and Certification for Payment template (AIA Document G702 – 1992) along with summary of Time and Materials Billings (see Appendix A) included in the backup documentation. The invoice shall include the authorizing Purchase Order number, project number and the contract number. All labor costs must be tied to the rates bid in the Price Schedule. Upon receiving a written request from the DWR or the Gwinnett County Treasury and Accounting Services Division, Contractor shall provide a detailed cost breakdown of any particular invoice such that the County can drill-down to tie the job costs to the individual employee labor rates, overhead and profit as verification of contract compliance. Contractor is required to maintain a complete set of records including all supporting documentation and written correspondence for all work performed under this contract for the life of the contract plus one full year thereafter. The County reserves the right to access and to review any such records during this time period.

6. **Buried Utilities**

Site plans furnished by the County are assumed accurate; however, Contractor shall be responsible for locating buried utilities before beginning work and repairing any buried utilities broken or otherwise damaged during excavation, immediately.

7. **Maintenance of Supplied Operating Equipment**

Contractor shall be responsible for the maintenance of new equipment furnished and installed by Contractor until final acceptance by DWR. Maintenance records and schedules shall be kept by Contractor and submitted to DWR upon final acceptance of the project.

8. **Materials and Material Storage**

Where applicable, equipment and materials shall be delivered to the DWR jobsite in manufacturer's original container with labels intact and shall be protected from weather and stored off the ground. Contractor shall comply with manufacturer's recommendations on product handling, storage, and protection unless otherwise instructed by DWR.

D. **WARRANTY**

All installed systems to be under warranty, including all parts, labor, and workmanship, for at least one (1) year from date of acceptance by DWR against manufacturing defects, defective materials and/or workmanship. See also General Terms and Conditions.

E. **DISAGREEMENTS**

Should any disagreement of difference arise as to the estimate, quantities or classifications or as to the meaning of the specifications, or any point concerning the character, acceptability and nature of the several kinds of work, any materials and construction thereof, the decisions of each using Department's Director or his designated County project inspector shall be final and conclusive and binding upon all parties to the contract. Payment will be made after completion of all work under this contract and final acceptance by Gwinnett County. Any invoices showing discrepancies will be withheld from payment until full documentation is provided.

F. **SUPPLEMENTS**

Supplements listed below, are part of this specification section:

1. Appendix A – Invoice Templates
 - Application and Certificate For Payment
 - Continuation Sheet for Application and Certification For Payment
 - Time and Material Billings Summary
2. Appendix B – Documentation
3. Appendix C – Job Descriptions for Fee Schedule
4. Appendix D – DWR Facility Locations List

STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for: _____

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(Address)

(SEAL)

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REJECTION.

FEE SCHEDULE

(to be submitted in a separate envelope)

For furnishing labor necessary for completion of assigned work (small tools, necessary standard safety supplies and PPE, and tools relevant to the labor category should be part of contractor’s hourly rates):

| Item | Description | # of Estimated Hours | Hourly Rate for Regular Work Hours 7am-4pm | Extended Price | Hourly Rate for Overtime/ Weekend Work |
|--|-----------------------------|----------------------|--|----------------|--|
| Section A - Hourly Rates | | | | | |
| 1 | Project Manager | 1,040 | | | |
| 2 | Construction Manager | 520 | | | |
| 3 | Project Business Manager | 780 | | | |
| 4 | Document Control Specialist | 120 | | | |
| 5 | Financial Support | 120 | | | |
| 6 | Field Superintendent | 200 | | | |
| 7 | Equipment Operator | 200 | | | |
| 8 | Laborer | 320 | | | |
| 9 | Carpenter | 160 | | | |
| 10 | Carpenter Foreman | 80 | | | |
| 11 | Apprentice Carpenter | 80 | | | |
| 12 | Master Millwright | 80 | | | |
| 13 | Journeyman Millwright | 80 | | | |
| 14 | Apprentice Millwright | 80 | | | |
| 15 | Master Mechanic | 300 | | | |
| 16 | Journeyman Mechanic | 300 | | | |
| 17 | Mechanic Helper | 300 | | | |
| 18 | Master Pipe Fitter | 350 | | | |
| 19 | Journeyman Pipe Fitter | 350 | | | |
| 20 | Pipe Fitter Helper | 350 | | | |
| 20 | Master Electrician | 60 | | | |
| 22 | Journeyman Electrician | 60 | | | |
| 23 | Electrician Helper | 60 | | | |
| BASE AMOUNT (Extended Price on Items 1 through 23) | | | | \$ | |
| <i>DWR will only pay for qualified personnel doing the specific work in each job category.</i> | | | | | |

FAILURE TO RETURN THIS PAGE MAY RESULT IN REJECTION.

FEE SCHEDULE

(to be submitted in a separate envelope)

| Item # | Description | Approx. Annual Spend | % above cost (Not to exceed 10%) | Estimated Annual Cost (Approx. annual Spend + % above cost) |
|--|---|----------------------|----------------------------------|---|
| Section B. Cost Mark-Up Items | | | | |
| 1. | Parts, Supplies and Materials will be billed at Invoice, cost plus (Not to exceed 10%) | \$6,000,000 | % | \$ |
| Cost for specialty tools and equipment may be reimbursed under the above "Parts, Supplies and Materials," if the tool or piece of equipment was purchased specifically for the work being performed and used up during the work or is turned over to DWR upon completion of the work. Tools or equipment purchased to replace previously owned damaged tool or equipment are not. Similarly, tools and equipment which are purchased and were not used or consumed during DWR work shall not be submitted for reimbursement. | | | | |
| Field office trailer, if deemed necessary by DWR, will be billed at actual cost plus "Parts, Supplies and Materials" mark-up. Supplies for the trailer and on-call project team will be billed at actual cost plus "Parts, Supplies and Materials" mark-up. Only those supplies typically provided to DWR employees by the County will be reimbursed. | | | | |
| 2. | Rental Equipment will be billed at actual cost, plus (Not to Exceed 10%) | \$1,000,000 | % | \$ |
| Company owned equipment will be billed at the proposed % of the latest Blue Book Rates (Plus fuel and delivery). Fuel costs are reimbursable for onsite operation only. Operating hours for the company equipment to be listed on daily reports submitted to engineer to qualify for reimbursement. | | | | |
| 3. | Subcontractors will be billed at actual cost, plus (Not to Exceed 10%) | \$3,000,000 | % | |
| Total | | | | |
| Contractor shall state fixed sum for daily trip charge (if any) to cover lodging, meals, and per diem: | | | | \$ /day |
| The above trip charges are applicable for specialty crew or subject matter experts (SMEs) travelling from outside Georgia. Economy class air fare charges for the trip will be reimbursed at cost. The trip personnel must be pre-approved by GCDWR Project Manager to be eligible for reimbursement. | | | | |

Unless otherwise noted, quoted prices will remain contractor for four (4) additional one (1) year periods.

- If a percentage **decrease** will be a part of this quote, please note this in the space provided together with an explanation.

1st renewal _____ 2nd Renewal _____
 3rd renewal _____ 4th Renewal _____

- If a percentage **increase** will be a part of this quote, please note this in the space provided together with an explanation.

1st renewal _____ 2nd Renewal _____
 3rd renewal _____ 4th Renewal _____



Facility Maintenance Services on an Annual Contract, RP012-22,

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

| |
|--|
| For Gwinnett County Use Only: Document ID # _____ Issue Date: _____ Initials: _____ |
|--|

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

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



RP012-22, Facility Maintenance Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates, or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

| | |
|---------------------------------------|---------------------------------------|
| _____ | _____ |
| Gwinnett County Elected Official Name | Gwinnett County Elected Official Name |
| _____ | _____ |
| Gwinnett County Elected Official Name | Gwinnett County Elected Official Name |

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20____
Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

FAILURE TO RETURN THIS PAGE MAY RESULT IN REJECTION.

FIRM INFORMATION

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

| Addendum No. | Date | Addendum No. | Date |
|--------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Legal Business Name _____

Federal Tax ID _____

Complete Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

DBE Status _____

Contact Person (if someone other than the authorized representative listed above)

Telephone Number _____ Fax Number _____

E-Mail Address _____

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and _____, authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound to

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall

in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

SAMPLE

[Signatures Next Page]

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By:

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

SAMPLE

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30045
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under _____ for the purpose of the Contract hereinafter referred to, in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By: _____

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

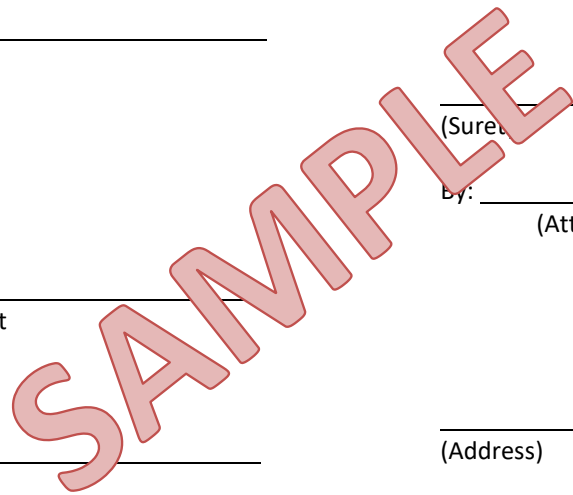
(Address)

(Surety)

By: _____

(Attorney-in-Fact)

(Address)



BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

**GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority

as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be

compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt.

However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the

Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com.

XXXIII. PENDING LITIGATION

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

Buyer Initials: SM

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

APPENDIX A TIME AND MATERIALS BILLINGS SUMMARY

In addition to the Application and Certification for Payment template (AIA Document G702 – 1992) submit the Time and Materials Billings Summary when invoicing for payment:

Time and Materials Billings Summary

Description:
PO Number:

| MATERIALS & SUPPLIES (invoices attached) | | | | | | |
|--|------|----------------------|---------|--------|--------------|---------------|
| Backup attached for "Other" | | | | | | |
| QTY | UNIT | Material Description | Invoice | Other | Unit Price | Total Invoice |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | Subtotal | \$ - |
| | | | | Markup | % | \$ - |
| | | | | | TOTAL | \$ - |

| STORE PURCHASES (invoices attached) | | | | | | |
|-------------------------------------|------|----------------------|---------|--------|--------------|---------------|
| QTY | UNIT | Material Description | Invoice | Other | Unit Price | Total Invoice |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | Subtotal | \$ - |
| | | | | Markup | % | \$ - |
| | | | | | TOTAL | \$ - |

| EQUIPMENT - OWNED | | | | | | |
|-------------------|------|-----------------------|----------|--------|--------------|---------------|
| QTY | UNIT | Equipment Description | Contract | Source | Unit Price | Total Invoice |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | \$ | - |
| | | | | | TOTAL | \$ - |

| EQUIPMENT - RENTED | | | | | | |
|--------------------|------|-----------------------|---------|--------|--------------|---------------|
| QTY | UNIT | Equipment Description | Invoice | Source | Unit Price | Total Invoice |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | Subtotal | \$ - |
| | | | | Markup | % | \$ - |
| | | | | | TOTAL | \$ - |

| LABOR - attach timesheets | | | | | | |
|---------------------------|----------|-------------|------|---------|--------------|-------|
| Regular | Overtime | Description | Rate | Regular | Overtime | Total |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | TOTAL | \$ - |

| SUBCONTRACTORS | | | | | | |
|----------------|------|-------------|------|--------|--------------|---------------|
| Date | UNIT | Description | Rate | Other | Invoice # | Total Invoice |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | | \$ - |
| | | | | | Subtotal | \$ - |
| | | | | Markup | % | \$ - |
| | | | | | TOTAL | \$ - |

| INVOICE SUMMARY | |
|------------------|-----------|
| | TOTAL DUE |
| Material | \$ - |
| Stored Material | \$ - |
| Owned Equipment | \$ - |
| Rented Equipment | \$ - |
| Labor | \$ - |
| Subcontractors | \$ - |
| Total | \$ - |

APPENDIX B: DOCUMENTATION

B.1 **WORK ORDERS PLANNING AND EXECUTION:**

Documentation and Work Order format shall include a description of each work task including photographs. Model number, serial number or other identification numbers shall identify equipment serviced, repaired or replaced. The work order shall cover each piece of equipment by location and identification code used by each respective County division. Contractor shall provide following relevant documentation during work execution:

- 1) Assessment and Investigation Reports:
 - a. *Executive summary* of the assessment or inspection results with photographs
 - b. Complete data sheet pictures, infrared scans and/or other diagrams containing supporting information listed elsewhere
 - c. Conclusions and Recommendations
 - d. Quotes for various recommended options by equipment and location
- 2) *Construction Plans: Submit a construction plan for work orders that affect normal plant operation. The plan at a minimum shall include following:*
 - a. *Plan for continuing plant operations during construction*
 - b. *Plan for phasing construction activities*
 - c. *Plan for plant flow routing for various phases*
 - d. *Plan for functional testing and start-up*
 - e. *Risk identification and plan for mitigation*
 - f. *Contingency plan for stopping construction activities to restore plant to normal operation, if construction plan requires temporary shutdown or reduction in treatment capacity of a unit process*
 - g. *Proposed construction schedule*
 - h. *Go/No-Go meeting with GCDWR before implementation of construction plan*

B.2 **WORK ORDER CLOSEOUT:**

Contractor shall submit applicable work order close out documents listed below prior to processing of application for final payment.

- 1) Certificates of Proper Installation
- 2) Complete set of Approved Shop Drawings and Samples
- 3) Assessment and Investigation Reports:
 - a. *Photographs from assessment/investigation activity*
 - b. *Summary of the results along with conclusions and recommendations*
- 4) Operations & Maintenance Manuals (electronic copy & hard copy formats) for review and acceptance by GCDWR operations staff
- 5) Equipment Operations and Maintenance Training (including registry of training sessions and presentation materials)
- 6) List of Spare Parts, Special Tools, and Replacement Parts recommended by manufacturer
- 7) List of Spare Parts, Special Tools, and Replacement Parts provided to Owner and their storage requirements
- 8) As-Built Record Drawings
- 9) Warranties:
 - a. *Warranty start dates and duration for all equipment and sub-systems*
 - b. *Equipment vendor, local manufacturer representative, and contractor contact information for warranty service*
- 10) CMMS Data for all equipment tracked in MAXIMO:
 - a. *Digital photos of equipment name plates for new equipment installed*
 - b. *CMMS spreadsheet with equipment name plate data, serial numbers, tag numbers, replacement costs, and estimated remaining life*

APPENDIX C: JOB DESCRIPTIONS FOR FEE SCHEDULE

Project Manager – The person is responsible for the planning, coordination and controlling of a project from inception to completion, meeting the project's requirements, communicating project progress, coordination with plant operations, and ensuring completion on time, within cost and to required quality standards. Qualifications: BS degree and a minimum of 10 years of project management responsibilities.

Construction Manager – The person performs resident engineering functions for construction phase from planning, coordination and controlling of on-site project work to completion. Solicits engineer input and incorporates engineer recommendation into delivery projects to required quality and safety standards. Qualifications: Certification as engineering technician, contractor's license, or 10-years of construction related experience, at least 3 years of which were spent as a construction manager.

Project Business Manager – Responsible and accountable for the management of all business aspects of an assigned project, including budget development, cost controls and analysis, financial projections, job condition evaluation, requirements gathering, test plan creation, functional testing, managing subcontractors, ensuring documentation is complete in supporting subcontracts, material contracts, and owner progress estimates, also includes responsibility for taxes, bonding, insurance and lien releases.

Document Control Specialist – This person provides document management and administrative support to collect, track, maintain, and distribute all documents necessary to verify and ensure conformance with contract requirements; develops and maintains a comprehensive filing system and computer database for all documents to be retained; manages the document control system to ensure that all users have access to the latest revision of appropriate project documentation.

Financial Support Staff – This person is responsible for preparation of pay applications and assembling the required supporting documentation. This individual will work closely with GCDWR's financial personnel for processing pay requests.

Field Superintendent – Manages resources and subcontractors safety, efficiency, and productivity. Provide overall multi-site administrative and technical management for maintenance and project work at Clients facilities.

Equipment Operator – Operates various power-driven machinery used to move dirt or other materials. May operate all or some of the follow types of equipment: backhoe, bulldozer, crane, dragline, front-end loader, motor grader, cherry picker, dump truck, etc. Capable of providing certification on all/any equipment up to 60-ton cranes and on dirt equipment, such as dozers, track hoes, backhoes, dump trucks, yard dogs, bobcats and excavators. (i.e. OSHA Safety Training for Backhoe Operator, NCCCO Crane Operator Certification, CDL's, etc.)

Laborer – Prepares site for daily work, performs all housekeeping and duties necessary for daily activities. Must have the ability to read and interpret instructions and documentation. The level and degree of job responsibilities and requirements vary depending on months of experience and assigned job step.

Carpenter – Certified Journeyman - Requires attainment of NCCER certifications written and/or practical and typically has 5 years and above of documented field experience in chosen craft discipline.

Carpenter Foreman – Provides leadership, instruction, and guidance to other craft workers in work crew providing assistance to Field Superintendent, while working in the capacity of a Foreman. Meets at a minimum, requirements of Carpenter and typically has 10 years and above of documented field experience in chosen craft discipline.

Carpenter Helper – Typically 3 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently.

Master Millwright - Lays out, fabricates, assembles, installs and maintains piping systems, pipe supports, fixtures, and related hydraulic and pneumatic equipment for steam, hot water fixtures and equipment for steam, hot water, heating, cooling, lubricating, sprinkling and industrial production and processing systems. Typically, 8 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently.

Journeyman Millwright - Typically 3 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently.

Apprentice Millwright - Typically 1 year and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently under direct supervision of Master Millwright.

Master Mechanic – Diagnose, adjust, repair, or overhaul industrial equipment, and all types of diesel engines. Typically 10 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently. Certified Journeyman - Requires attainment of NCCER certifications written and/or practical.

Master Pipe Fitter – Lays out, fabricates, assembles, installs and maintains piping systems, pipe supports, fixtures, and related hydraulic and pneumatic equipment for steam, hot water fixtures and equipment for steam, hot water, heating, cooling, lubricating, sprinkling and industrial production and processing systems. Typically 8 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently. Certified Journeyman - Requires attainment of NCCER certifications written and/or practical.

Journeyman Pipe Fitter – Typically 3 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently. Certified Journeyman - Requires attainment of NCCER certifications written and/or practical.

Pipe Fitter Helper – Typically 3 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently.

Master Electrician for “600 VAC or less” – Diagnose, adjust, repair, or overhaul industrial equipment, and all types of diesel engines. Typically, 10 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently. Certified Journeyman - Requires attainment of NCCER certifications written and/or practical.

Journeyman Electrician “600 VAC or less” – Typically 3 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently. Certified Journeyman - Requires attainment of NCCER certifications written and/or practical.

Electrician Helper for “600 VAC or less” – Typically 3 years and above documented field experience in chosen craft discipline with ability to read and interpret instructions and document, plan and perform work activities independently.

At minimum the PROPOSER shall comply with any State or Federal required certifications for each respective labor category (job description) listed above. Proposers are to submit with their proposal their definition of what constitutes each of the Labor Category Descriptions in the Fee Schedule, if markedly different than the offered definition. Submitted definition shall include minimum certifications, licensing and years of experience. It is intended that Contractor’s personnel who are working under a specific position description be qualified by training and experience for that position and hold any necessary license, certifications, etc. No interns are to be paid using this contract.

APPENDIX D: GCDWR Facility Location List

Water Treatment Facilities

| | |
|---------------------------------------|------------------------------|
| Shoal Creek Filter Plant | 1755 Buford Dam Road, Buford |
| Shoal Creek Raw Water Station | 1620 Buford Dam Road, Buford |
| Lanier Filter Plant | 2601 Buford Dam Road, Buford |
| Lanier Plant Flow Diversion Structure | 5465 Coles Mill Road, Buford |
| Lanier Raw Water Station | 6340 Woodlake Drive, Buford |
| Lanier Surge Tank | 6283 Woodlake Drive, Buford |

Water Distribution System Boosters/Tanks/Pressure Stations

| | |
|--|--|
| Bavarian Woods Booster | 7001 Bavarian Wood Place. Buford |
| Bogan Tank & Booster | 2868 North Bogan Road, Buford |
| Dacula Booster | 442 Harbins Road, Dacula |
| Dekalb Booster | Winter Chapel Road, Norcross |
| Goshen Tank & Booster | 5880 West Goshen Spring Road. Norcross |
| Grayson Tank & Booster | 300 Grayson New Hope Rd. Grayson |
| Graves Road Pressure Station | 1459 Graves Road, Norcross |
| Harbins Road Pressure Station | 1547 Harbins Road, Dacula |
| Holcomb Bridge Pressure Station | 3839 Holcomb Bridge Road. Norcross |
| Jones Mill Pressure Station | 3190 Jones Mill Rd. Norcross |
| Knollwood Booster | 2673 Knollwood Road, Snellville |
| Lanier Mountain Tank & Booster | 2270 Highpoint Road, Snellville |
| Lawrenceville/Suwanee Pressure Station | 2886 Lawrenceville/Suwanee Rd. Suwanee |
| Lenora Church Pressure Station | 3605 Lenora Church Road, Snellville |
| Longview Pressure Station | 448 Longview Drive, Norcross |
| Martins Chapel Booster | 664 Martins Chapel road, Lawrenceville |
| Medlock Tank | 3387 Medlock Bridge Road, Norcross |
| Moon Road Pressure Station | 2651 Moon Road, Grayson |
| Morgan Road | 2568 Highway 324, Buford |
| Nob Hill Tank | 2610 Club Drive, Snellville |
| Norcross Tank | 278 Langford Drive, Norcross |
| North Berkley Lake Pressure Station | 3279 North Berkley Lake, Norcross |
| Norris Lake Pressure Station | Norris Lake Road, Snellville. |
| Old Loganville Pressure Station | 925 Old Loganville Road, Loganville |
| Price Road Booster | 280 North Price Road, Buford |
| Rockbridge Tank/Booster | 303 Rockbridge Road, Lilburn |
| Sunny Hill Booster | 2001 Sunny Hill Road, Lawrenceville |
| Wallace Booster | 2832 Wallace Road, Buford |
| Walton Court Booster | Walton Court, Snellville |
| West Rock Quarry | 2710 West Rock Quarry Road, Buford |

Water Reclamation Plants

| | |
|-------------------|----------------------------|
| Crooked Creek WRF | 6557 Plant Drive Norcross |
| F. Wayne Hill WRC | 1500 One Water Way, Buford |
| Yellow River WRF | 858 Tom Smith Road Lilburn |

Wastewater Collection System Pump Stations

| | |
|---------------------------------|---|
| Aberrone | 3248 Aberrone Plance, Buford |
| Abington Drive | 2691 Abington Drive, Snellville |
| Alcovy Reserve | 575 Alcovy Woods Drive, Dacula |
| Alcovy River | 1344 Highway 29, Dacula |
| Alcovy Booster | 1344 Highway 29, Dacula |
| Alcovy Springs | 2096 Alcovy Trace Way, Dacula |
| Ambercrest | 6105 Ambercrest Court, Buford |
| Appalachee Farms | 1062 Fairview Club Drive, Dacula |
| Archer HS | 2450 Callie Still Rd, Lawrenceville |
| Arden Ridge | 3049 Arden Ridge Drive, Suwanee |
| Ashwood Grove | 1857 Oakwood Grove Drive, Snellville |
| Auburn Road (Dacula Bluff) | 3522 Vern Way, Dacula |
| Avington (Park) Glenn | 1451 Avington Glenn Chase, Lawrenceville |
| Bailey Farms | 120 Hillside Bend Crossing, Lawrenceville |
| Bailey Road | 3337 Bailey Road, Dacula |
| Beaver Ruin Diversion | 3530 Cruse Road, Lawrenceville |
| Belhaven/Turnbury | 3876 Ancroft Circle, Norcross |
| Bently Estates | 2755 Clomer Cove, Dacula |
| Berkley Lake | 877 Lakeshore Drive, Duluth |
| Blue Ridge | 3055 Turman Drive, Norcross |
| Bogan Meadows | 4639 Silver Meadow Dr, Buford |
| Border Street | 4804 Simmons Drive, Sugar Hill |
| Bradford Manor | 3444 Lynley Mill Lake, Dacula |
| Bridle Point | 4395 Bridle Point Parkway, SW, Lithonia |
| Brooks Crossing | 1517 Brooks Pointe Court, Lawrenceville |
| Brooks Farm | 3789 Corrol Way, Snellville |
| Brooks Road | 1180 Brooks Road, Lawrenceville |
| Brooks Rd Booster | 1180 Brooks Road, Lawrenceville |
| Brookwood Corners | 3094 Royal Creek Way, Snellville |
| Brookwood H.S. | 1330 Holly Brook Road, Snellville |
| Brookwood Plantation | 1522 Holly Brook Road, Snellville |
| Brookwood Village | 1928 Baywood Tree Lane, Snellville |
| Cambridge Downs | 1030 Cooper Road, Snellville |
| Campbell Rd (Creekside Estates) | 1245 Kristi Ridge Drive, Dacula |
| Carrington | 1595 Dogwood Road, Snellville |
| Cascade Falls | 2594 Spring Cast Drive, Buford |
| Castlewoods | 325 Mountain Drive, Stone Mountain |
| Cedar Creek | 981 Cedar Bluff Trail, Lilburn |
| Centerville | 3495 Hwy 124, Centerville |
| Chaffin Fence (Yorkshire Est) | 624 York View Drive, Dacula |
| Chandler Oaks (Chandler Woods) | 578 Leaflet Ives Drive, SE, Lawrenceville |
| Chandler Ridge | 1159 Chandler Ridge Drive, Lawrenceville |
| Chattahoochee Station | 4270 Holcomb Bridge Road, Norcross |
| Chestnut Lake | 5180 Sunset Maple Trail, Lilburn |
| Collins Hill Bus. Park | 310 Park Access Rd, Lawrenceville |

Wastewater Collection System Pump Stations (cont'd)

| | |
|----------------------------------|---|
| Collins Hill Heights | 189 Melody Lane, Lawrenceville |
| Country Club Gwinnett | 2955 Gallery Grove, Snellville |
| Country Club Gwinnett II | 3391 Sandwedge Court, Snellville |
| CSX | 1851 Winder Hwy, Dacula |
| Dacula High School | 198 Dacula Road, Dacula |
| Dacula Road | 1183 Dacula Road, Dacula |
| Days Inn (Ramada Inn) | 3107 L'ville Suwanee Road, Suwanee |
| Dixie Development (Wildflower) | 850 Verbena Way/Farmland Drive, Auburn |
| Doc Hughes | 2330 Doc Hughes Rd, Lawrenceville |
| Dogwood Farms | 1208 Olde Hinge Way, Snellville |
| Dominion Walk | 1061 Laurel Cove Drive, Snellville |
| Duluth Village | 2750 Buford Hwy, Duluh |
| Duncan Creek Elementary | 4520 Braselton Hwy, Hoschton |
| Duncan Lakes (Shadow Stone) | 2680 Kelly Cove Drive, Buford |
| East Park Place | 5192 Corinth Drive, SW, Snellville |
| Eastgate Business Park | 2422 Eastgate Place, Snellville |
| East Rock Quarry | 2249 East Rock Quarry , Buford |
| Ellington Springs | 4934 Michael Jay Street, Snellville |
| Embassy Walk | 4065 Embassy Walk Way, Lilburn |
| Evergreen Crossing | 1815 Pinetree Pass Lane, Lilburn |
| Evergreen Lakes | 5203 Brownless Road, Snellville |
| Fairmont | 2505 Merrion Park Drive, Dacula |
| Farmers Court | 725 Grayson Hwy, Lawrenceville |
| Flat Creek Landing | 128 Hardy Water Dr, Lawrenceville |
| Flowery Branch (Willow Leaf) | 2055 Flowery Branch Road, Buford |
| Fountain Glen | 1108 Fountain Glen Court, Lawrenceville |
| Freemans Walk | 2779 Freemans Walk Drive, Dacula |
| Garner Industrial | 268 Peachtree Industrial Blvd, Norcross |
| Garner Rd | 965 Garner Creek Dr |
| Gates of Ewing Chapel (#5500) | 1382 Ewing Creek Drive, Dacula |
| Georgetown Commons | 2772 Tyler Bay Lane, Grayson |
| Glenn Jones Middle School | 3575 Ridge Roas, Buford |
| Grayson Hwy | 950 Grayson Hwy, Lawrenceville |
| Great River | 1602 Great Shoals Drive, Lawrenceville |
| Grove Place | 599 Redds Circle, Lilburn |
| Hamilton Mill Crossing (Puckets) | 3605 Top Court, Buford |
| Hampton Ridge | 3212 Hampton Ridge Way, Snellville |
| Harbins Landing | 1747 Rolling View Way, Dacula |
| Hebron Church | 190 Hebron Church Road, Dacula |
| Herring Road | 2232 Herring Woods, Grayson |
| Hickory Station (Lock #5060) | 2325 Hickory Station Circle, Snellville |
| Hidden Meadows | 4307 Hidden Meadow Circle, Sugar Hill |
| Hightower Ridge | 4894 Tower View Lane, Snellville |
| Highway 78/Lanier Mtn | 3028 Hwy 78, Snellville |
| Hiram Davis Plantation | 1323 Dodger Way, Lawrenceville |
| Hog Mountain | 2910 Old Fountain Road, Lawrenceville |

Wastewater Collection System Pump Stations (cont'd)

| | |
|--------------------------------|--|
| Hog Mountain Rd #1 | 3850 Hog Mtn Braselton Road, Lawrenceville |
| Hog Mountain Rd #2 | 3175 Hog Mtn Rd, Dacula |
| Holman Place | 4210 Mulberry Ridge Lane, Hoschton |
| Huntcrest | 1198 Satellite Blvd, Duluth |
| Hunter's Creek | 1300 Hunters Creek Ct, Lawrenceville |
| Indian Shoals | 2596 Foxy Drive SE, Dacula |
| Island Point | 6920 Island Pointe Drive, Buford |
| Ivy Creek | 1500 One Water Way, Buford |
| Ivy Mill Plantation | 4102 Plantation Mill Drive, Buford |
| Jack's Creek | 2724 Brannan Road, Snellville |
| Jim Moore Road | 3501 Jim Moore Road, Hog Mountain |
| Kennedy Farms (Crofton) | 4400 Crofton Overlook, Suwanee |
| Kenvilla | 181 Kenvilla Drive, Lilburn |
| Killian Woods | 3824 Meamdering Way, Lilburn |
| Killian's Pond | 4399 Pond Edge Road, Snellville |
| Lakefield | 4684 Allison Drive, Sugar Hill |
| Lakeport | 2734 Lakewater Way, Snellville |
| Lawrenceville/Suwanee | 2416 Lawrenceville Suwanee Rd, Lawrenceville |
| Lee Plantation (Ashlyn Cove) | 4655 Ashlyn Drive, Snellville |
| Legacy River | 3011 Oold Auburn Road, Dacula |
| Lenora Springs | 2802 Lenora Springs Drive, Snellville |
| Level Creek New | 5209 Basingstoke Dr, Suwanee |
| Little Mill | 5702 Grindstone Drive, Buford |
| Little Mill Estates | 2155 Mina Lane, Buford |
| Lower Big Hanes | 2680 Centerville Rosebud Road, Snellville |
| M & M Killian Hill | 4051 Hwy 78, Snellville |
| Magnolia Walk | 1132 Haven Brook Court, Suwanee |
| Magruder Plantation | 774 Charles Hall Drive, Dacula |
| Maplecliff | 1624 Maplecliff Way, Buford |
| Marathon Blvd. | 1711 Marathon Blvd, Lawrenceville |
| Marathon Forcemain Interct | Marathon Blvd, Lawrenceville |
| Martins Chapel | 790 Martins Chapel Way, Lawrenceville |
| McConnell Road (Wheatfield) | 1717 Brackin Court, Grayson |
| Meadow Forest | 1795 Forest Close Lane, Lawrenceville |
| Meadow Grove | 990 Five Forks Trickum Road, Lawrenceville |
| Middleton | 650 Middleton Place, Grayson |
| Miller Brook | 310 Lee Miller Court, Suwanee |
| Mineral Springs | 800 Win West Points, Auburn |
| Mink Livsey (Willingham Manor) | 4753 Bryant Drive, Snellville |
| Mountain Park | 1296 Rockbridge Rd, Stone Mountain |
| Mountain Park Aquatic Center | 1063 Rockbridge Rd, Stone Mountain |
| Mountain Park Park | 5050 Five Forks Trickum, Lilburn |
| Mulberry | 1186 Mount Moriah, Dacula |
| N. Chattahoochee (Gran River) | 4858 River Hollow Run, Norcross |
| NBC | 2735 Springdale Road, Snellville |
| Nesbitt Crossing | 3585 Nesbit Crossing Circle, Duluth |

Wastewater Collection System Pump Stations (cont'd)

| | |
|--|--|
| New Fox Fire | 759 Preservation Lane, Lilburn |
| New Hope | 3021 Dolostone Way SE, Lawrenceville |
| Newtons Grove | 1872 Brandie Elaine Ave, Snellville |
| Norris Lake | 4298 McCord Livsey Rd, Lithonia |
| North Avenue #1 | 4985 Nelson Brogden Blvd, Sugar Hill |
| North Avenue #2 | 5154 Nelson Brogden Blvd, Sugar Hill |
| North Gwinnett H.S. | 20 Level Creek, Suwanee |
| North Gwinnett (Cluster) Middle School | 170 Peachtree Industrial Blvd |
| North Woodland | 185 North Woodland, Doraville |
| Northbrook #1 | 1095 Northbrook Pkwy, Lawrenceville |
| Northbrook #2 | 941 Northbrook Pkwy, Lawrenceville |
| Northforke Peachtree Creek | 6782 Cresent Drive, Norcross |
| Northfore Plantation | 1359 Hillside Drive, Snellville |
| Old Athens Road | 1041 Hwy 29, Lawrenceville |
| Old Cumming Hwy | 5267 Old Cumming Highway, Sugar Hill |
| Old Friendship Community | 3079 Society Trace, Buford |
| Old Rock House (Alcovy Falls) | 270 Little Creek Road, Lawrenceville |
| Old Suwanee Rd | 4550 Old Suwanee Road, Sugar Hill |
| Ozora Lakes | 3829 Derringer Ridge, Loganville |
| Paradise Park | 2191 Patato Patch Court, Loganville |
| Park Haven | 1018 Nestling Drive, Lawrenceville |
| Parker Woods #1 | 1761 Pucketts Drive, Lilburn |
| Parker Woods #2 | 2124 Davis Road, Lilburn |
| Parkview East | 4669 Gold Dust Trail, Sugar Hill |
| Parkview North | 4802 Goldmine Drive, Sugar Hill |
| Patterson | 152 Arnold Drive, Lawrenceville |
| Peachtree Station | 4476 Stilson Circle, Norcross |
| Pharr Elem School | 1500 North Road, Snellville |
| Phillips | 2999 Jones Phillips Rd, Dacula |
| Pinecrest | 4697 Pinecrest Drive, Sugar Hill |
| Presidential Commons | 1708 Hwy 124, Snellville |
| Princeton Oaks | 957 Oakley Lane, Sugar Hill |
| Prospect Road (Prospect Creek) | 1735 Prospect Creek Drive, Lawrenceville |
| Providence Crossing | 5409 Griggs Court, Buford |
| P'tree M.H.P (P'tree Village) | 4912 Gold Creek Trail, Sugar Hill |
| Regency Park | 3590 Regency Park Drive, Duluth |
| Richland Creek | 6310 Grand Magnolia Drive, Sugar Hill |
| Ridge Road/Highway 20 | 1451 Hwy 20/ Buford Dr, Lawrenceville |
| Rivercliff Place | 2310 Thorndale Drive, Lilburn |
| Riverfield | 4490 Missendale Lane, Norcross |
| Rock Quarry | 3801 Tuggle Road, Buford |
| Roselake #1 | 3453 Kenilworth Ct, Snellville |
| Rosemoore | 4710 Winding Rose Drive, Suwanee |
| Ross Rd/Yellow River | 2227 Ross Road, Snellville |
| Round Road (Wheatfield Reserve) | 279 Stargrass Court, SE, Grayson |
| Rutledge Homestead | 2902 Reason Court, Snellville |

Wastewater Collection System Pump Stations (cont'd)

| | |
|----------------------------------|---|
| Sagemore Hills | 1344 Norwalk Trace, Lawrenceville |
| Sardis Church (Duncan Preserve) | 4338 Duncan Ives Drive, Buford |
| Sedgefield | 2899 Suttonwood Way, Buford |
| Shadow Brooke | 251 Shadow Brooke Circle, Loganville |
| Shannon Heights | 1065 Shannon Road, Loganville |
| Shannon Road | 972 Shannon Road, Grayson |
| Sherwood | 3000 West Rock Quarry, Buford |
| Shoals Creek | 695 Papermill Road, Lawrenceville |
| Shorelake (Spring Meadow) | 3440 Shore Lake Drive, Norcross |
| Southforke | 3592 Prairie Drive, Snellville |
| Stancil Drive (Millside Manor) | 2206 Stancil Pointe Drive, Dacula |
| Stanley Road | 2143 Stanley Road, Dacula |
| Sugar Hill Plantation | 5322 Connor Miles Drive, Sugar Hill |
| Suwanee Creek | 1758 Peachtree Industrial Blvd, Suwanee |
| Tanglewood | 1952 Tanglewood Drive, Snellville |
| The Columns Apartments (#6002) | 4305 Paxton Lane, Snellville |
| The Landing at Bay Creek | 3806 Bald Egel Drive, Loganville |
| The Oaks | 5309 Arbor View Way, Sugar Hill |
| The River Club | 728 Crescent River Pass, Suwanee |
| The Springs | 964 Springview Place, Sugar Hill |
| The Springs at Mill Creek | 2532 Wellsprings Drive, Buford |
| The Village at Parkview | 5286 Village View Lane, SW, Lilburn |
| Thompson Mill (Duncan Park) | 3067 Express Lane, Buford |
| Thorncrest | 100 Pounds Drive, Tucker |
| Trotters Ridge | 2888 Ross Road, Snellville |
| Twelve Oaks | 439 Tara Oaks Trail, Lawrenceville |
| Two Thousand West (Millenium Pl) | 4791 Score Court, Snellville |
| Walmart | 1825 Rockbridge Road, Stone Mtn. |
| Wellington Walk | 1475 Mt McKinnley Drive, Grayson |
| Wheeler Creek (Trilogy Park) | 4645 Trilogy Park Trail, Hoschton |
| Windsor at Lanier | 5971 Lake Windsor Parkway, Buford |
| Windsor Creek | 928 Natchez Valley Trace, Grayson |
| Wolf Creek/Chatt (Simpsonwood) | 4511 Jones Bridge Road, Norcross |
| Woodberry (Access Code 2003) | 1931 Woodberr Run Drive, Snellville |
| Woodbridge | 2898 Hwy 120, Duluth |
| Yellow River Diversion | 858 Tom Smith Road, Lilburn |

WATER RESOURCES FACILITY

| | |
|----------------------|-----------------------------------|
| DWR Central Facility | 684 Winder Highway, Lawrenceville |
|----------------------|-----------------------------------|