



July 19, 2022

**INVITATION TO BID
BL089-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Inspection and Exercising of Water and Sewer Valves on an Annual Contract with four (4) options to renew** for the Department of Water Resources.

Bid submittal date and location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Bid Number and Company Name. Bids will be received until 2:50 P.M. local time on **August 8, 2022**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly and virtually opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Instructions on Submitting Questions

All contractors are urged to attend. Questions regarding bids should be directed to Shelley McWhorter, Purchasing Associate III, at shelley.mcwhorter@gwinnettcounty.com or by calling 770-822-8734, no later than 10:00 a.m. on July 29, 2022. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Insurance

Successful contractor will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Facility Access

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

Award will be made to the contractor submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Shelley McWhorter, CPPB
Purchasing Associate III

The following pages should be returned as your bid:

- Bid Schedule, pages 20-22
- E-Verify Affidavit
- Code of Ethics Affidavit
- References, page 25
- Sub-Contractor List, page 26

SPECIFICATIONS

PART 1 – OVERVIEW OF WORK

Gwinnett County is soliciting competitive, sealed bids for services related to the inventory, condition assessment and maintenance of the County's Water and Sewer System Valves on an Annual Contract with the option of four (4) offers for contract renewal for the Department of Water Resources (DWR).

The project requirements for the Contractor include, but are not limited to: valve locating, valve inspection, valve exercising, valve box adjustment, valve box replacement, GPS, and other similar tasks. Valves to be addressed under this Contract vary between 2-inch and 48-inch. Exact valve locations will not always be pre-determined prior to assignment of work and may require research of GCDWR web browser GIS to access As-Builts, GCDWR files and field reconnaissance by the successful bidder. Work areas will range from: major thoroughfares, streets, highways, rural roadways, and off-road easement areas adjacent to creeks, streams, rivers, or other areas with difficult access.

This Contract will be issued on an annual basis, with no guaranteed minimum or maximum amount of work. The work will be procured on an "as-needed" basis, and it is intended that planned work will be spread equitably across the year. The Work shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, traffic control equipment, labor, necessary research, permits, data management equipment, and incidentals required for the safe prosecution and completion of the work. Bids submitted in response to this solicitation shall be all-inclusive and provide for the complete execution of the work without exception.

PART 2 - GENERAL REQUIREMENTS

1. Unless otherwise specified, all items and work will be in accordance with the Georgia Department of Transportation Standard Specifications - Construction of Roads and Bridges – latest edition, and all supplements thereto, and Gwinnett County, "**Water System Design and Construction Standards for Development Projects, Latest Revision**" and "**Gwinnett County Department Of Water Resources - Sanitary Sewer Pump Station And Force Main Design And Construction Standards For Developer-Installed Systems – Latest Revision**". Specification booklets may be obtained from the Gwinnett County website. https://www.gwinnettcountry.com/static/departments/DWR/pdf/2016_Water_Sewer_Standards.pdf Valve inspections / assessments shall satisfy the requirements of this Bid document and AWWA M44, "Distribution Valves: Selection, Installation, Field Testing, and Maintenance"
2. Potential bidders must demonstrate that trained, responsible people will be used for this contract prior to their use in conducting the work. Contractor and its employees must be trained in, and follow, all applicable OSHA guidelines prior to entering into any work situation which would be governed by these regulations.
3. All required traffic control shall be provided by the Contractor, shall be all-inclusive, and shall not be considered as a separate line item. Traffic Control shall include the preparation of any necessary plans and acquisition of permits. When necessary for safety, Contractor shall only use certified flagmen to support traffic control requirements. The flow of traffic will be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site.
4. A contract, if awarded, will be an "Open-End" type to provide for the requirements of GCDWR on an "as-ordered" basis. As it is impossible to determine the exact quantities of items that will be required during the life of this contract, any quantities listed on the Bid Sheets are intended to provide equitable comparison of the bids submitted and may be increased, decreased or eliminated as necessary to satisfy the needs of the County.
5. GCDWR reserves the right to perform any work using in-house forces where deemed advantageous.

6. Successful contractor may be required to provide a list of equipment currently owned and the number of employees available to complete the work associated with this contract. This list should be maintained on an annual basis or upon demand of the County Contract Manager if it is believed that the Contractor is failing to respond in a timely manner due to the lack of resources. Contractor shall report on a monthly basis the names of their employees and the number of crews working under this contract.
7. The successful contractor(s) shall provide the County a bi-weekly or weekly report, as directed by the County Contract Manager, with information as requested in each section to include but not be limited to all outstanding work and the estimated time of completion for each category of work.
8. It will be the Contractor's responsibility to be aware of the "dig law" in Georgia and follow the procedure as outlined by the **Georgia Utility Facility Protection Act (GUFPA)**. Contractor shall coordinate their work such that sufficient time is allotted for field location of utilities.
9. Before submitting a Bid, each bidder shall: examine the Bid Document Package thoroughly; become familiar with local conditions affecting cost or work; become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or work progress or performance; study and carefully correlate Bidder's observations with the Bid Document Package; and notify County concerning conflicts, errors, or discrepancies in Bid Document Package prior to the question deadline noted on page 1.
10. It is the intent of these Bid Documents to procure the goods and services needed to achieve complete works, fully functional and in compliance with County standards and specifications including accompanying documentation as appropriate to the work. It is not the intent of these documents to provide a complete and full description of the standard methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the Work shall not relieve the successful Bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the Bid. Submission of a Bid shall be evidence that the Bidder considers the Work to be adequately described in the Bid Documents.

PART 3 - GENERAL SPECIFICATIONS

1. Insurance Requirements

The successful contractor and all subcontractors, as required herein, will be required to meet the attached insurance requirements. Contractor must supply a current Certificate(s) of Insurance that meets all specified requirements before the award can be made.

2. Training Certificate

The successful contractor and all subcontractors as required herein, should provide a copy of the Training Certificate(s) as specified in the bid documents before undertaking the associated work. Specifically, documentation of Confined Space Training for all persons involved in such efforts, and flagmen used in the control of traffic shall be certified and trained in such work.

3. References

GCDWR requests a minimum of three (3) verifiable references where work of a similar size and scope has been successfully completed. Bids will be considered only from experienced and well-equipped contractors engaged in work of this type and magnitude. List similar work successfully completed within the last seven years; on page, the 'brief description of project' should include: the location and size by number of valves addressed. References should specify the role of the Bidding firm on the job, responsibilities, and level of authority. (Prime / Sub / vendor) Bidder is responsible for the provision of accurate reference contact

information. **When contacted, references should be able to confirm that the Bidder has performed valve inspection services of similar size and scope (a minimum of 9000 inspections/year, including a minimum of 250 valves on mains 36-inch diameter or greater) for at least three of the last seven years.** Bidder may include multiple references if needed to achieve a combined total of 9000 valves per year.

References provided should be from projects where the Bidder acted as the lead inspection firm or Prime Contractor with direct responsibility for the valve inspections and should refer to work performed under the Bidding Firm's current name. If the Bidding Firm's name was changed for administrative purposes without significant restructuring of their inspection service equipment and staff, references for work performed under the previous name would be considered.

4. Pricing on Bid Schedule

Unit pricing should include all related costs to that particular item and should be shown as two (2) decimal points (Example: \$2.53 – not \$2.531) and shall be all-inclusive for the item to be provided or service to be rendered unless specifically identified otherwise by the provided Bid Form.

5. Contractor Responsibilities

The successful contractor will provide an appropriate staff of employees, including supervisory personnel, for the efficient operation of the services hereunder. Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. Contractor shall have personnel that can be contacted Monday through Friday 7:00 to 6:00 daily to answer any questions from the Contract Manager relating to work orders, location of where staff is working, when work orders will be worked and when landscaping / surface restoration will be completed.

The public should be able to easily identify contractor employees. The successful contractor(s) will at a minimum provide crews with picture identification badges which should be clearly displayed at all times the crews are working. All trucks should be marked with contractor's name and contact number on both driver's and passenger sides of the vehicle.

Contractors shall be very sensitive and supportive to the public and respect their property while conducting the work. Contractor shall be aware that they will at times interact with the public. Such encounters should be handled politely but should only provide general information. Specific questions should be deferred back to the Contract Manager for response. The Contractor should not make statements concerning the work to representatives of any media outlets without express permission from the County as to form and content.

6. Materials

The Contractor will be required to furnish all material, labor, tools, equipment, and all other items necessary to complete the work, including but not limited to, valve risers, valve stem extensions and guides, valve boxes, valve box lids, valve pads, and valve markers. As well as miscellaneous items including but not limited to; dirt, crusher run, gravel, cold/hot patch mix, concrete, grass seed, pine/wheat straw, sod, pine bark, and other landscaping materials to be installed under this contract. All materials shall conform to the applicable Gwinnett County specifications for such products. **Unit pricing on the bid schedule must be all-inclusive to provide the service or item being requested for each line item with no exceptions.**

7. Inspection

A County representative will inspect the work done under this agreement and is hereby authorized and empowered to reject and refuse all work, the methods of application, or any part thereof, in fulfillment of the bid, that does not comply in kind, quality, quantity, time, or place with the Bid Documents. GCDWR does not commit to having full time inspection of the work while in progress. Any lack of inspection will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the Specifications. Inspection of the Work by the County during installation does not relieve the Contractor of

responsibilities for documentation, Quality Assurance, or any other requirements of this solicitation. Any approval of the Work in the field by the inspector shall not be construed as Final Acceptance of the Work.

8. Damages

Any incidental damages to adjacent works, structures, or utility arising for work performed by Contractor their subcontractors, or associates shall be repaired by the Contractor at the Contractor's sole expense. Contractor is advised that complaints against their work for damages may be filed up to 90 days from the date that the work is performed.

9. Concrete Sidewalks/Driveways

Any sidewalks damaged in the pursuit of this contract will be replaced in sections from existing joint to joint and finished to match the existing sidewalk. Driveways will be replaced to the first contraction joint. All concrete and road cut repairs must be completed prior to submission of invoices. All replacements must meet the specifications of "**Water System Design and Construction Standards for Development Projects, Latest Revision.**" Copies may be obtained from Gwinnett County Website at the link provided above.

Note: Contractor shall inspect concrete driveways and walkways prior to commencing work to determine if there are pre-existing cracks or damage in areas adjacent to the proposed work. If damage is visible, Contractor should take photographs to document conditions. Photograph naming shall comply with section Part 4 – Section B - paragraph 14 of these documents and shall clearly identify in the photos which specific property and location to which they refer.

When replacing and/or constructing a concrete driveway, the existing driveway shall be cut with a concrete saw, and 1/2-inch preformed joint material, full depth, is to be used at the joint. Joint material shall also be placed between the curb and driveway if applicable. All concrete used to construct the various items shall have a minimum compressive strength of 3000 psi at 28 days. Form offsets at radius points shall be at least 12 inches to avoid slivers of concrete that may be easily broken off.

Curing of all concrete shall be in accordance with Section 430.04-J of the Georgia Department of Transportation Standard Specifications – latest edition. Curing shall be considered incidental to the construction, and no additional payment will be made.

10. Disposal of Waste Materials

The unit prices provided by the Bidder shall include the removal and appropriate disposal of all debris generated by the work. Piling debris on the street or the right-of-way is not acceptable. The removal and disposal of all waste materials will be considered incidental to the particular pay item being constructed. **Salvaged risers, metal boxes, or metallic valve box lids shall be returned to the County for recycling at a location as directed by DWR.**

11. Road Cuts

All road cuts exceeding 12 square feet must have prior approval from the GCDWR Contract Manager. All road cut repairs must be completed prior to submission of invoices. Repair of road cuts must meet Georgia D.O.T. and Gwinnett County D.O.T. specifications. In the event the road cut fails, the contractor shall be required to compact and repair defective road cut at the Contractor's own expense. Any damage to vehicles due to defective road cut will be remedied at the expense of the Contractor.

Repair of road cuts must meet all of Georgia and Gwinnett D.O.T. specifications. Compaction of backfills shall be built up in layers and each layer shall be compacted. Layers shall be no more than 6 inches in depth. The final two layers shall be crusher run at a minimum depth of 6" each. The final top dress shall be a hot patch and rolled level with existing road. In the event the road cut fails (i.e., separation, settlement, etc.), the contractor shall be required to compact and repair the defective road cut at their own expense. Any damage to

vehicles due to a defective road cut will be addressed by, and at, the sole expense of the contractor. When replacing concrete, the pavement section installed by the Contractor shall reflect the pavement section removed and shall meet applicable Georgia D.O.T. and Gwinnett County D.O.T. Specifications.

At no time will it be acceptable to leave the job site of a road cut without temporarily repairing the cut. The cut must be left with compacted material and crusher run. The final top dress should be made within 7 to 10 days of original cut. No payment for the installation will be paid until all work is complete.

12. Landscaping

Surface restoration of impacted areas adjacent to the work shall be classified as one of three categories: unpaved, asphalt-paved, or concrete-paved. All surface restoration must be completed prior to submission of invoices.

A. Unpaved

Yards shall be hand raked smooth, upon completion of repairs, so there are no lumps, chunks of dirt, roots or rocks. Excavation area should be restored to its original condition to match previous contour and the site must be free of all debris. Only after the site is level shall there be the application of seed and straw. If the lawn is not fescue, contractor still needs to rake the soil level and remove any clumps of clay or stones. Contractor will restore all landscaping to original condition and customer satisfaction, to include buying all grass seed, sod, wheat/pine straw and pine bark if needed. It will be the Contractor's responsibility to completely restore, at their sole expense, any improvements or structures, including but not limited to sheds, fences, walkways, driveways, irrigation, domestic water line, mailboxes, and mailbox posts which were damaged either directly or indirectly by the Contractor's activities.

When the landscaping crew installs replacement sections of sod, such sections shall be placed as to not allow a gap more than ½" between the existing grass edges and the new sod. All replacement sections of sod shall be rectangular in shape and shall not be applied as plugs to fill small irregular shaped areas.

Contractor shall provide all services necessary to remove or subcontract the removal - and replacement as appropriate - of any trees, shrubs, structures, or specialized landscaping (such as brick/stone fences or retaining walls) which obstruct the performance of the Work. Contractor shall affix orange flagging tape to identify such obstructions to the work. Such trees, shrubs, or improvements shall not be removed without the prior authorization of the Contract Manager who will coordinate with the homeowner to obtain their approval. Contractor shall undertake the removal of such improvements only with the specific approval of the Contract Manager. Contractor shall be solely liable for all costs associated with such removal and replacement if they fail to obtain prior authorization for removal of such. Contractor shall be compensated at not more than cost plus 10% for the removal and reinstallation of specialized landscaping, and such cost shall be identified prior to undertaking the work. No payment shall be made to the Contractor for delays associated with the negotiation of landscaping removal. Approval for additional payment to address specialized landscaping is on a case-by-case basis at the sole discretion of the County and approval at one location shall not be extended by the Contractor to other locations nor set a precedent.

B. Asphalt-Paved

Asphalt paving restoration shall meet the criteria set out above in paragraph 11. Contractor shall saw-cut the asphalt prior to removal to ensure that the repair is neat and clean. The Contractor shall ensure that the top of the valve box is flush with the surface of the paving upon completion and does not create a traffic impact. The County reserves the right to allow cold-patch restoration in locations deemed appropriate in its sole discretion.

C. Concrete-Paved

Concrete paving, curb, or gutter on GA DOT maintained roads, which is impacted by the work shall be

restored in compliance with GA DOT specifications. In all other locations, the replacement concrete section installed by the Contractor shall reflect the original concrete section removed. Contractor shall saw-cut the concrete prior to removal to ensure that the repair is neat and clean. The Contractor shall ensure that the top of the valve box is flush with the surface of the paving upon completion and does not create a traffic impact. The County reserves the right to allow a flowable-fill restoration in locations deemed appropriate in its sole discretion.

13. Subcontractors

The General Contractor will be allowed to utilize subcontractors for work under this contract. The use of subcontractors not listed in the Bid for the work must have the prior approval of the GCDWR. Subcontractors must utilize vehicles that display the Company Name of the Contractor. Invoices showing actual fees to be paid to the subcontractor shall be required documentation in Pay Requests submitted by the Contractor. Reduction in costs associated with the use of a Subcontractor not listed in the Bid shall be reflected in future Pay Requests to the County. Increased costs associated with the addition of a subcontractor after the Bid shall not be cause for increased compensation to the Contractor.

14. Worksites

The Contractor shall be responsible for appropriately securing and protecting the site until the work is completed. The County will not remove or dispose of debris or spoil generated by Contractor from worksites. Contractor shall be required to clean up mud and dirt from all repair sites, smooth any ruts or wash-out areas, provide and install landscaping, stabilize in accordance with NPDES, State and County Erosion and Sediment Management regulations, remove any debris generated, and leave sites in original condition or better. Repeated failure of the Contractor to adequately restore and clean work sites in a timely manner shall be grounds for termination.

15. Contact

The Contractor shall provide the name of a contact person for this work. Said person shall have a cell phone and must be well informed and up to date regarding the work currently underway, completed, and scheduled. The contact person must be available at all times during regular business hours, and any other time field crews are working.

16. Repairs by the County

If faulty works and/or inadequate landscaping by the Contractor are repaired by the County, all costs (direct or indirect) arising from the faulty work shall be deducted from any payments due to the Contractor for services rendered. A detailed explanation shall be attached to each deduction.

17. Failure of Contractor to Perform

Failure of the Contractor to perform according to the requirements of this bid and within the times as stipulated will constitute a default of contract. Default of contract will be grounds for termination of contract and re-award to the second low, responsive and responsible bidder. Additional remedies include Contractor's performance would be reviewed by the Gwinnett County Purchasing Policy and Review Committee; documentation of Contractor's performance would be placed in the Vendor Performance File; Contractor would be placed on Gwinnett County's Ineligible Source List and any future solicitations and/or awards could be denied for a period of up to 2-years.

Gwinnett County Department of Water Resources reserves the right to hire another Contractor to reduce backlog if the County feels such backlog is excessive due to the inability of the Contractor to complete the Work in a timely manner. The Contractor will pay any additional costs incurred if backlog is due to the inability of the Contractor to provide the number of crews indicated in the Bid, or the productivity of the field crews is found to be unacceptably lower than indicated by the Contractor's proposed schedule.

18. Normal Hours of Work

The GCDWR normal business hours are listed below. All work must be performed during these business hours. Exceptions to these hours [including Holidays, Saturdays and Sundays] must have prior approval by GCDWR Contract Manager. After hours or holiday work requiring attendance of County Staff must be scheduled at least two business days in advance.

For the purposes of this bid, the following definitions hold:

- Normal Business Hours: Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Weekend Hours will be defined as 5:00 p.m. Friday to 8:00 a.m. Monday
- Holidays will be defined and recognized as New Years Day, Martin Luther King, Jr. Day, Veterans Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- Furlough Days: The number and occurrence of Furlough Days are subject to redefinition annually and are considered as holidays with respect to scheduling.

19. Bid Security

Each Bid shall be accompanied by Bid Security made payable to Owner in the amount equal to five percent (5%) of the Bidder's maximum Base Bid Price. Bid Security shall be cashier's check or Bid Bond issued by Surety meeting requirements. **Bid bond should be on County provided form found in the bid package. Failure to use County forms may constitute a non-responsive bid and may be rejected.**

Bid Security for Successful Bidder will be retained until bidder has executed Agreement and furnished required payment and performance bonds. If Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver Agreement and furnish required Payment and Performance Bonds within fifteen (15) calendar days after Notice of Award, Owner may annul Notice of Award and Bidder's Bid Security will be forfeited.

Bid Security, for any Bidder, may be retained by the Owner until the ninety-first (91st) day after Bid opening. If Notice of Award is issued within ninety (90) calendar days after Bid opening, Bid Security for Bidder receiving Notice of Award may be retained by Owner up to ninety (90) calendar days after Notice of Award.

Bid Bond shall be issued by company having a registered agent in State of Georgia and shall comply with any additional requirements listed below.

20. Bid Bond Forfeiture

The Successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) calendar days after receipt of Notice of Award, shall forfeit to the Owner, as penalty for such failure or refusal, the security deposited with Bid.

21. Qualifications of Surety Companies

In order to be acceptable to Owner, Surety Company issuing Bid Guaranty Bonds, or 100% Performance/Payment bonds as required in the Bid shall meet and comply with following minimum standards:

Bonding Company must be licensed to do business in Georgia by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, 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 of A-V or higher.

All bonds should be submitted on forms provided by Gwinnett County and agencies providing bonds and insurance should provide proof that they meet the criteria outlined in the bid and contract documents.

Surety shall be admitted to do business in State of Georgia and shall be registered to provide such surety by the State of Georgia Insurance Commissioner.

Attorneys-in-fact who sign bid bonds or performance/payment Bonds shall file with bond certified power of attorney to sign bond.

Surety company agents shall list name, address, and telephone number on bonds.

22. Payment and Performance Bonds

Performance and Payment Bonds shall be for 100% of the total Base Bid and shall extend twelve (12) months beyond date of final payment. Bonds shall contain waiver for alteration to Contract terms, time extensions, or forbearance on Owner's part.

23. 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.

24. 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.

25. Right to Investigate

GCDWR may make any investigations deemed necessary to determine Bidder's ability to perform the Work, and Bidder shall furnish all information and data requested. Bidder's inclusion as a pre-qualified Bidder will not prohibit the Owner from reserving right to reject any bid from any Bidder that the County considers not properly qualified to carry out Contract obligations or able to satisfactorily complete the Work on schedule.

25. Local Agent

If Bidder does not have offices in the State of Georgia, such Bidder shall designate a proper agent in the State of Georgia on whom service can be made in the event of litigation.

PART 4 - SCOPE OF WORK

Section A - GENERAL

The valve location, inspection, and exercising project is designed to help GCDWR retrieve critical information relative to the operation and maintenance of its water and sewer infrastructure; verify the location of valves; exercise valves; identify valves in need of repair; and repair or adjust their valve box enclosures. The project requirements for the Contractor include, but are not limited to project planning, appointment scheduling, valve location, valve exercising, valve box adjustment, valve box replacement, GPS, inspection, documentation, public interaction, and handling the associated problems that occur with this type of project. Any maps provided to the Contractor by the County shall be in electronic format only. Preparation and printing of hard copies shall be the sole responsibility of the Contractor.

The Contractor shall locate, inspect, and exercise valves assigned by GCDWR and shall clean, clear, adjust or straighten valve boxes as needed and as instructed by GCDWR. The valve locations to be collected by the Contractor shall be assigned by a generated list of assets. The Contractor shall be responsible for locating,

inspecting, and exercising valves within that generated list with the exception of **Air Release Valves (ARV), and Pressure Reducing Valves (PRV)**. If the Contractor identifies a County valve which is not on the GIS-based maps provided, the Contractor will be responsible for inspecting, locating, and exercising the valve as if it were shown on the maps. Contractor is not responsible for searching for valves which are not identified on the maps, and failure to identify such valves will not be held against the Contractor. Contractor shall specifically notify the Contract Manager on a weekly basis of any valves identified in the field but not indicated on the GIS-based maps. Temporary naming conventions for previously unidentified valves located in the field by the Contractor shall be discussed during the kick-off meeting.

Contractor may have to collect mapping grade (sub-meter accuracy) GPS coordinates for valves within the identified area other than those excluded above. If the valve cannot be located, then the Inspection results shall be logged as CNL (Could Not Locate). No payment shall be made for valve location efforts if the valve is identified by the Contractor as CNL.

Upon location, the valve and valve box shall be inspected to determine compliance with county standards, **"Water/Sewer System Design and Construction Standards for Development Projects, Latest Revision"** (Located on the website provided in Part 2 of this document). If the valve and valve box are in good order, the valve box shall be cleaned of any debris, the valve shall be exercised (with the exception of end-of-line valves) and the documentation set out in the inspection form attached shall be collected. Although the valve location and inspection efforts may be carried out simultaneously, these efforts are considered as separate for the purposes of payment. As part of the inspection, Contractor shall determine whether the valve is leaking prior to the test, monitor the valve after achieving closed condition to assure the valve has sealed, and upon completing the inspection to assure no leaks have developed during the exercising effort.

If it is determined that the valve box is not aligned with the valve, straightening of the valve box shall not require pre-authorization, but request for payment for such work MUST be accompanied by photo-documentation prior to beginning and following the work, clearly indicating the need for straightening and the depth of misalignment. Adjustment of valve boxes vertically to meet County standards shall not require pre-authorization, but requests for payment for such work MUST be accompanied by photo-documentation prior to beginning and following the work, clearly indicating the need for adjustment and the vertical change provided in inches.

GCDWR reserves the right to prioritize the order in which activities are performed by the Contractor. The County reserves the right to require a County inspector to be present during the operation and inspection of any valve deemed critical by the County, and require the Contractor to schedule the inspection such that a minimum one-business-day notification is provided. For instance, the County could specify that all valves along a specific highway within an assigned area are addressed prior to moving to the other portions of that area and require an on-site County inspector for valves on that main.

Contractor is to submit bi-weekly reports regarding the number of valve sites completed, the level of service provided at each, the number of crews pursuing the work, and outstanding backlog. Summary reports shall be required from the Contractor as part of the Monthly Payment Requests. The Monthly Payment Requests shall be accompanied by a listing of each Facility ID addressed; type of work completed, and full documentation and data delivery. More frequent reporting may be required if DWR feels that there is insufficient progress of the work or concerns regarding the quality of either the work product or data submitted by the Contractor.

The County representative will inspect the work done under this agreement and is also hereby authorized and empowered to reject and refuse the work, any portion thereof, and/or the methods of application which are deemed not to comply in kind, quality, quantity, time, or place with the Bid Documents. GCDWR does not commit to having full time inspection of the work while in progress. GCDWR reserves the right to review the quality of work at randomly selected sites as part of the Monthly Payment Request approval process.

Section B – INSPECTION

Task A1: Location, Inspection and Exercising of Valves

1. Valve Location: The Contractor shall use a Global Positioning System (GPS) to provide coordinates for each valve location requested. Contractor shall provide mapping grade locations for all valves surveyed. **ARV's, and PRV's** shall not be included under this contract.
2. GCDWR will provide an electronic map showing general locations of valves to be field located using GPS. Contractor shall be responsible for providing hard-copy work maps or otherwise supplementing the electronic map provided by the County. The County expressly states herein that the electronic maps provided are general in nature and exact locations of the valves are not known. Contractor shall be responsible for finding the actual physical location of the valves in the field. Contractor shall provide crews experienced in such field operations and shall ensure that they are adequately equipped to efficiently carry out the location of the valves. Valves on the County wastewater force mains maybe included in this list of assets.
3. Contractor is herein notified that valves may be paved over, overgrown, or otherwise obscured from sight, and may not have valve markers. Adequate time shall be included in the bid to perform a reasonable search whether in the Right of Way, in the roadway, or open easement areas. It is the experience of the County that the time required to locate a valve can vary significantly. Contractor shall use visual inspection, probe rods, magnetic locators, GCDWR web access GIS to view As-Builts, and other appropriate tools or methods of their choosing to locate the valves. The Bidder shall determine the appropriate amount of search time to include in their Bid Price based on their own methods, crews, experience and equipment. Search time shall in no case be limited in the Bidder's submittal to less than 15 minutes per site. At the sole discretion of GCDWR, up to one hour of additional, compensated search time at the unit rate bid may be allotted for an extended field location effort. Contractor should not assume that additional compensated search time will be authorized and should include sufficient time for field location efforts as part of their unit rates. The County will not issue payment for extended search times, unless such effort was pre-authorized for that location. Compensation for additional search time shall be limited to a maximum of one-hour at any location. County shall not pay stand-by charges, travel time, or any other costs associated with the location of valves. Authorization by the County for additional compensated search time at one location shall not be considered or construed as authorization of additional search time at other locations or set a precedent for such.
4. If a valve is not located by the Contractor, it shall be identified as "CNL". It is the intent of the County that all the valves identified on the GIS maps be inspected and exercised. Any valve identified on the County-provided maps which is labeled by the Contractor as CNL shall be considered as and inspection defect on the part of the Contractor. The identification of CNL as a defect is to prevent a Contractor from simply skipping valves that are not easily found rather than putting forth a diligent effort to field locate valves.

The error-rate generated by the CNL identification will be tracked separately from procedural or data errors and will not count against the reported quality of the data delivery of the Contractor. However, repetitive failure of the contractor to achieve 95% or better locations, such will be noted against the Contractor as a performance issue.

5. The Contractor will provide x, y coordinates for each located valve. These shall be Georgia West State Plane coordinates in the NAD 83 projection. The accuracy of the coordinates shall be less than one (1) meter horizontal.
6. Upon locating a valve and collecting GPS coordinates, Contractor shall inspect the valve box to determine whether it meets the standards of GCDWR with respect to integrity of the unit and its location with respect to grade. The valve shall be exercised by the Contractor as set out herein and in compliance with AWWA standards. The Contactor shall verify turns-to-open, and operational data pertinent to the valve prior to

exercising. Contractor shall determine to the extent possible after clearing any debris from the valve box to fully expose operating nut: whether the valve is leaking, physical condition, the position of the valve (open or closed), the open direction (clockwise or counterclockwise), number of turns to close, allowable torque to turn, and shall document any difficulties in the operation of the valve. The valve shall be monitored by a leak detection device prior to operating, upon achieving full closure, and after exercising. Any leaks identified, or failure to achieve a complete seal upon closing, shall be reported to the County contract Manager. Contractor shall ensure that the valve is returned to its previous state upon completion of their work.

7. Contractor shall use caution in exercising valves to ensure that the customers are not adversely impacted. Valves shall be opened and closed slowly to avoid generating pressure waves or dislodging sediment in the system. Customers shall be informed prior to exercising a valve if such operation will result in temporary loss of service. Any activities which may result in service disruption to the customer shall be coordinated through GCDWR prior to performing.
8. If a valve is found to be in a position other than that indicated as normal by the GIS, GCDWR should be contacted prior to undertaking any activities to determine the appropriate course of action.
9. The contractor shall assure a valve key will fully seat on the operating nut and operate all valves (with the exception of end-of-line valves) fully in both directions twice. Valves sized 12" and less are to be exercised manually. Valves 16" and larger may be operated automatically. Contractor shall not apply more torque to a valve than that for which it is rated. Contractor shall use valve-operating methods which allow them to control and assess the torque applied. The use of breaker bars or handle extensions shall not be considered appropriate. Damage to the valve stem or shear pin due to over-torquing during the inspection shall be repaired by the County and shall be at the Contractor's sole expense. Prior to proceeding with this work, Contractor shall demonstrate to the satisfaction of the County that their methods and equipment are protective of the Valves and will not result in over-torquing. Acceptance of Contractor's proposed methods and equipment by the County shall not relieve the Contractor of sole responsibility for damages to the County's valves arising from the actions of the Contractor's field crews.
10. Contractor shall not apply more than 300-lbs torque to any valve without express permission of the County. Any valve requiring operational torque in excess of the limit specified by the Manufacturer shall be identified as "Frozen" and shall be identified for repair to the GCDWR.
11. Contractor shall coordinate with the GCDWR prior to operating any valve larger than or equal to 24-inch diameter on the water mains.
12. All data identified in the attached inspection form shall be collected and recorded at a minimum. Data shall be complete and verified by the Contractor prior to being transferred to GCDWR.
13. If the existing valve box is found to be at an improper grade or damaged the valve box shall be adjusted to grade or replaced in accordance with Gwinnett County Specifications. Such work shall not be considered as a "repair" and shall be performed at the time of the inspection without the requirement for a Work Order specific to that task. However, pre- and post-adjustment photo-documentation supporting the need for the work shall be required. No payment for adjusting a valve box to grade shall be made by the County without such photo-documentation.
14. If it is determined that the valve box is not aligned with the valve, straightening of the valve box shall be undertaken by the inspection crew. Such work shall not require pre-authorization, but request for payment for such work MUST be accompanied by photo-documentation prior to beginning and following the work, clearly indicating the need for straightening and/or the depth of misalignment.

15. The Contractor shall submit electronic copies of the inspection and location documentation collected under this contract in addition to the hard-copy files. A file format for the submittal of electronic data collected under this Contract will be provided to the Successful Bidder at the Kick-Off Meeting. Electronic data shall be provided using permanent media such as DVDs or hard drives. E-mailed data files shall not suffice as a final form for submittal.
16. The Contractor shall document each valve found with photographs. The photos shall be taken with at minimum a 3 mega pixel camera with the picture size being no less than 1920 by 1440 and the file size no greater than 1.0 MB.
17. Each valve located and assessed, shall have a set of photographs taken displaying the following:
 - a. Valve cover showing marking of Facility ID
 - b. Top side of valve looking along the pipeline direction of flow to notate location (landmarks to help identify location)
 - c. Photographs shall be named in the following manner to accompany the electronic database submittal:
 - VLV_ ValveFacilityID_ContractorUniqueID_Date_IncrementalNumber.jpg
18. Valve sites which are identified by the Contractor as in need of repair shall document the full extent of the repairs required to bring the valve site into compliance with County standards. If surface conditions prevent the inspection of the valve site, the location shall be identified as "CNA" (could not access) and a description as to the reasons / cause for inaccessibility shall be documented. Valve sites that are located and accessible but reflect valves that cannot be exercised shall be identified immediately to the County as "CNE" (could not exercise) with a full description as to the reasons the valve is considered inoperable.
19. Minimum Data Deliverable Quality Assurance / Quality Control are as follows:
 - a. Contractor shall provide a sample completed set of data prior to project start for review by the County to ensure that procedures followed in the field meet data collection protocols.
 - b. Contractor shall be required to collect coordinates from approximately 10% of the valve locations a second time as a Quality Assurance process. These secondary readings shall not be collected by the same field crew originally responsible for the data. The costs of QA/QC efforts shall not be billed separately and shall be built into the unit rates bid.
 - c. The Contractor shall operate a quality control system, to be approved by the designated Contract Manager, which will effectively gauge the accuracy of all survey, inspection and repair reports produced by the operator.
 - d. The minimum levels of accuracy to be attained under the various survey headings are as follows:
 1. Inspection Accuracy 95%
 2. GPS Accuracy 98%
 - e. The Contractor's data quality control program shall include routine auditing of the work completed by qualified personnel. The qualified personnel shall meet the minimum specified Contract requirements for the performance of the work and shall be approved in writing by the Contract Manager.
20. The data submissions shall undergo random review checks for Quality when submitted to the County. Should accuracy levels fall below 95%, the data submittal will be refused, and payment will not be released. Contractor will be required to correct or re-do inspections until 95% level of accuracy is reached. Repeated data submittal refusals for quality under 95% will constitute cause for dismissal.
 - a. All costs associated with the rectification of the data integrity and the intensified QA processes are at the expense of the Contractor.
21. Data Deliverables shall be as follows:
 - a. Electronic database with inventory and inspection data, along with electronic copies of the photographs of each shall be submitted to the County. The data to be collected is outlined in Attachment A, Valve Inventory

Inspection Form and shall be tied to the County GIS maps through the Valve Facility ID numbers. The electronic database format will be provided to the Successful Bidder at the Kick-off Meeting.

- b. Data Collection Methods: Electronic data must be delivered in the prescribed method for uploading to the County's Maintenance Management System (CMMS). However, the Contractor may use whatever method he chooses to collect the data. Electronic copies of blank data tables will be provided to Contractor at the Project Kickoff Meeting.
- c. The County provided electronic base map will include Facility ID numbers to identify the valves. The Contractor will deliver to the County a CD, DVD or hard drive, with a database containing all inspection data that shall use the Facility ID number to correlate the data collected in the format provided at the Project Kickoff Meeting.

Task A2: Adjustment of Valve Boxes

1. Valve Box Adjustments must meet all standards applicable to the task as set forth in the GCDWR "Water System Design and Construction Standards for Development Projects, Latest Revision". Copies are available at the Gwinnett County website as identified in PART 2 of this Document.
2. If it is determined that the valve box is not aligned with the valve, straightening of the valve box shall not require pre-authorization, but request for payment for such work MUST be accompanied by photo-documentation prior to beginning and following the work, clearly indicating the need for straightening and the depth of misalignment.
3. If valve box is in need of repair, the Contractor shall perform such repair in compliance with County Standards. Valve boxes shall be centered plumb over the operating nut of the valve. The cover of the valve box shall be flush with the surface of the finished pavement, finished ground after landscaping, or as directed. The valve box shall not be in direct contact with the bonnet of the valve and shall be supported in such a manner as not to transmit shock, stress or load directly to the valve. A formed and poured or pre-cast concrete collar shall be placed around the collar of the valve box in unmaintained landscapes. Valve boxes are to be of the adjustable "slip-type". Screw adjusting valve boxes are not permitted. Only 6" ductile iron pipe is to be used as a riser. If the vertical adjustment of the valve box results in the need for valve stem risers, such improvement shall be made.
4. Where the depth of cover is more than 5', the contractor shall install a GCDWR approved, permanent valve stem extensions and guides with centering ring no further than 6" below operating nut.
5. Valve markers shall be of Class A concrete D.O.T. (highway specifications) 4" square by 4' long, same construction as that of highway right-of-way marker, with words "Water Valve" or a "V" cast vertically into the marker beginning 2" below the top with a 1 "to 1 ¼" brass or aluminum plug 1" below the lettering. Plug shall be stamped with the distance between the valve and marker. The markers shall be set as close to the right-of-way line opposite the valve as possible with the plug facing the valve. The marker should be located so as to avoid damage by traffic. The top of the marker shall be set 24" above finished grade.
6. Contractor shall be responsible for any incremental cost difference should it be necessary to replace an existing valve box with a new valve box due to damage to the existing box through any act of carelessness or negligence on the part of their crew during the adjustment effort.
7. Upon completion of specified tasks, all surrounding areas which have been disturbed by the Contractor's activities shall be restored to a condition equal to or better than the original site condition. Surface restoration activities include, but are not limited to replacement in kind of pavement, curb and gutters, sidewalks, sod, fencing, etc. Nothing in this section shall relieve the Contractor of his responsibility to provide improvements to the existing surface conditions if such are identified in the plans, the specifications, or required by law. The

Contractor shall be required to provide stabilization of the work area in compliance with erosion and sediment control ordinances even if the area was bare ground prior to the work.

8. Contractor shall be equipped and prepared to perform any adjacent repair which was damaged by the Contractor's actions during the rehabilitation or replacement of a valve box. Contractor to supply all necessary earthworks, labor, equipment, materials, and tools necessary to safely perform such repairs at their sole expense and shall not bill the County for such Work.
9. Any such adjacent repair shall meet GCDWR standards and shall be approved by the County Inspector as part of the Work.
10. Contractor to provide a complete inspection of the valve site following the replacement or repair of a valve box including the inspection form attached to this Contract and photo-documentation of the completed installation. Contractor to assure that the Facility ID number of the associated valve is included in the documentation of the Work.
11. The Contractor shall remove all debris generated after completion of the work and dispose of it in a legal manner and shall return materials specified for recycling to the designated facility.
12. Upon completion of specified tasks, all surrounding areas shall be restored to a condition equal to or better than the original site condition. This includes, but is not limited to pavement, curb and gutters, sidewalks, sodding, fencing, etc. Appropriate erosion control measures such as seed, and mulch shall be provided in unpaved areas disturbed by the work even if the existing condition was bare ground.

Section C - GENERAL

Activities identified under Section C are mandatory and shall be incorporated into the unit rates provided by the Bidder in Section A of the Bid Forms. No separate line items are to be added for administrative efforts nor shall these services be excluded by the Bidder.

1. Scheduling and Notification

The successful Contractor will be responsible for contacting any private citizens or businesses prior to entering their property to perform a Contract service. Contractor shall provide copies of approvals from Homeowners to enter their property as part of the Work Documentation. Contract Manager shall be notified if an Owner refuses the Contractor permission to enter. Contact information will be provided to the Contractor by GCDWR if it is known. The Contractor's proposed method of contact shall be approved by GCDWR as to form and content prior to distribution.

The Work to be performed under this Contract is anticipated to be an on-going but discontinuous effort. As such, the Contractor will schedule and sequence the work to provide efficiency. Such schedule will be provided to GCDWR in advance. Contractor shall be accountable to the schedule submitted.

2. Safety

Contractors shall perform the work in compliance with OSHA; DOT; MUTCD and all other applicable safety regulations. The Contractor will ensure their sub-consultants and sub-contractors have active safety programs at least as comprehensive as the Contractor's.

3. Bid Schedule Quantities

The County herein specifies that the quantities shown on the Bid Schedule are solely for the purpose of creating an efficient Bid Review process wherein all parties provide bids based upon an equal number of units. The quantities provided on the Bid Schedule DO NOT represent the actual number of units to be addressed

under this Contract. The quantities included on the Bid Schedule shall not be construed in any manner as an authorization to perform said quantity of Work under the associated Line Item.

The County does not have an actual count of structures to be addressed under this Contract. As such, the quantities provided in the Bid Schedule do not represent an estimate or guarantee of Work to be undertaken. The Unit Rate supplied by the Contractor shall be applicable to the associated Line Items during this Contract regardless of number or quantity. The County makes no representation here that all Line Items will be used under this Contract. Payment shall be made based on Work assigned by the County and successfully completed by the Contractor. The County makes no representation here that Work will be assigned in sufficient quantity to allow the Contractor to realize the full value of the Bid amount.

4. Administration

The undertaking of this project will require thorough documentation both electronically and physically. The work will require significant levels of administrative support on the part of the Contractor to ensure that the work complies with the requirements of the County and proceeds in an efficient and safe manner. Such activities are considered integral to the performance of the work and shall not be billed separately. Contractor shall consider these activities and account for them in the development of their unit rates including staffing, equipment, and materials that will be required for the performance of the work. Contractor shall consider in their unit rates the need to meet with the County during the performance of the work to transfer data, provide performance updates, and ensure that the work is satisfactory.

PART 5 - BREAKDOWN AND EXPLANATION OF BID SCHEDULE

Section A - Valve Location, Inspection, and Exercising / Adjustment of Valve Boxes

Bidder must provide a rate for each Line Item identified on the Bid Form. Bidder may not delete any Line Item or add Line Items to this Bid Form.

Bid Prices included on the Bid Form shall be full compensation for all materials, labor, equipment, research, planning, permitting, tools, utilities, transportation, taxes, overhead, markup, incidentals, and services necessary for the execution and completion of the Work in the Contract Documents to be performed under this Contract. For the Work described, actual quantities of each bid item shall be measured in the field and certified by the Contract Manager and/or GCDWR upon completion of inspection in the manner set forth for each item in this and other sections of the Specifications. Payment for all items listed on the Bid Form will constitute full compensation for all Work shown and specified to be performed. Unit pricing in the Bid Schedule must be all-inclusive for each line item with no exceptions.

The Contractor shall assist and fully cooperate with GCDWR to determine proper measurement and payment for each item providing complete backup documentation as requested by GCDWR to substantiate payment due.

Payment shall not be made for Work, which is still in progress, Work rejected by the Inspector or improperly performed, where field forms or electronic data are incomplete or inaccurate, where recorded data are inconsistent or illegible, or where supporting documentation are not present. No payment shall be made for any work indicated in the Bid Documents as requiring pre-authorization where the Contractor performed such work without said authorization.

Item 1.1 **GPS Location of Valves:** Unit cost each is for labor and materials to: acquire mapping grade (sub-meter accuracy) GPS x, y coordinates; remove and dispose any debris in the valve box; and site clean-up. Payment shall be made at the Unit Rate Bid – per each valve assigned by GCDWR, inspected and located. (Per Part 4, section B, Task A1)

Item 1.2 **Inspect and Exercise Valves:** Unit cost each is for labor and materials to: remove and dispose any debris in the valve box; inspect the valve and valve box; document and photograph the valve

condition and operating status; exercise the valve; and site clean-up. This line item is not to be used if the Valve Box is determined to be "CNA" (could not access) and the valve cannot be exercised and inspected. Payment shall be made at the Unit Rate Bid – per each valve assigned by GCDWR and inspected. (Per Part 4, section B, Task A1)

Item 2.1 – 2.3 Straighten Existing Valve Box (depth varies): Unit cost each is for the straightening of a misaligned valve box such that it is plumb and centered over the valve stem; clean out and dispose debris, concrete collar if required; all earthworks, excavation, and backfill; concrete; asphalt; gravel or other base materials necessary; pavement replacement; landscaping; and site cleanup. Payment shall be made at the Unit Rate Bid – per each valve box assigned by GCDWR and addressed. (Per Part 4, section B, Task A2)

Item 2.4 Adjust Existing Valve Box to Grade: Unit cost each is to adjust an existing valve box vertically to grade or as otherwise required by County Specifications; clean out and dispose debris; install concrete collar if required; all earthworks, excavation, and backfill; concrete; asphalt; gravel or other base materials necessary; pavement replacement; landscaping; and site cleanup. This Line Item shall not be paid if other repairs or replacement of the Valve box are undertaken at that location. Payment shall be made at the Unit Rate Bid – per each valve box assigned by GCDWR and adjusted. (Per Part 4, section B, Task A2)

Item 3 Installation Of A Concrete Collar On An Existing Valve Box At Grade Not In Association With Any Other Pay Item: Unit cost each is for all material and labor for the installation of a concrete collar on an existing valve. This line item is to be used only when no other adjustment or repair activities are performed on either the valve or the valve box. Payment shall be made at the Unit Rate Bid – per each collar installed at a valve location assigned by GCDWR and installed (Per Part 4, section B, Task A2)

Item 4 Installation Of A Concrete Valve Marker: Unit cost each is for the material and labor required for the installation of a concrete valve marker. Payment shall be made at the Unit Rate Bid – per each valve marker installed at a valve location when assigned by GCDWR. (Per Part 4, section B, Task A2)

Item 5 Hourly Rate for Extended Search: Unit rate for all labor and equipment needed to search for a valve indicated on the County-provided maps but not located during the initial search performed by the field crews. Submittal of charges under this line item requires the pre-authorization of GCDWR and is limited to a case-by-case basis. Payment shall be made at the Unit Rate Bid – per each location authorized by GCDWR and is strictly limited to a maximum of one hour. (Per Part 4, section B, Task A1)

Item 6 Surface Restoration Not In Association With Any Other Pay Item: Unit cost per square yard is for the labor and materials necessary to restore surfaces damaged while searching for covered valves at a location indicated by the GIS and supported by field evidence, but which result in a failed locate. Contractor must obtain concurrence of the GCDWR prior to billing under this Line Item including limits of areas to be addressed. No payment under this Line Item shall be made if the Contractor relied solely on the GIS location and diligent effort for field location was not conducted. Restoration must meet or exceed original condition. Contractor shall comply with DOT specifications appropriate to the concrete or asphalt section removed when restoring paved surfaces. GCDWR specifications shall be applied to sidewalk or driveway replacements as appropriate. Non-paved areas so disturbed shall be landscaped to achieve original condition or better. Payment shall be made at the Unit Rate Bid – per square yard authorized by GCDWR and restored. (Per Part 4, section B, Task A2)

Item 7 **Valve Stem Extensions and Guides:** Unit cost each is for labor and materials to install valve stem extensions and guides. Payment shall be made at the Unit Rate Bid – per each extension assigned by GCDWR and repaired. (Per Part 4, section B, Task A2, Para 1,7)

Item 8a **Deduct for use of Flowable Fill Restoration of Concrete.** An adjustment (per square yard) of the unit rate to be applied for each work location where the Contractor is allowed to use flowable fill in lieu of the existing concrete section removed. The value applied under this line item will be used to adjust the unit rate provided under any valve box adjustment, valve box straightening, or valve repair taking place in Concrete where surface restoration is performed using this alternate method and shall be applied per each location.

Item 8b **Deduct for use of Cold Patch Restoration of Asphalt.** An adjustment (per square yard) of the unit rate to be applied for each work location where the Contractor is allowed to use a cold patch method. The value applied under this line item will be used to adjust the unit rate provided under any valve box adjustment, valve box straightening, or valve repair taking place in asphalt where surface restoration is performed using this alternate method and shall be applied per each location.

Failure to return these pages as part of your bid document may result in rejection of bid.

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY	UNIT COST	TOTAL COST
1.1	GPS Location of Valves	100 ea	\$	\$
1.2	Inspect and Exercise Valve	9,000 ea	\$	\$
2.1	Straighten Existing Valve Box (1"-5')			
A.	Out of Pavement	200 ea	\$	\$
B.	In Asphalt Pavement	100 ea	\$	\$
C.	In Concrete Pavement	100 ea	\$	\$
2.2	Straighten Existing Valve Box (5'-10')			
A.	Out of Pavement	100 ea	\$	\$
B.	In Asphalt Pavement	100 ea	\$	\$
C.	In Concrete Pavement	100 ea	\$	\$
2.3	Straighten Existing Valve Box (10'-15')			
A.	Out of Pavement	50 ea	\$	\$
B.	In Asphalt Pavement	50 ea	\$	\$
C.	In Concrete Pavement	50 ea	\$	\$
2.4	Adjust Existing valve Box to Grade			
A.	Out of Pavement	1,000 ea	\$	\$

Submitting Contractor Name _____

Failure to return these pages as part of your bid document may result in rejection of bid.

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY	UNIT COST	TOTAL COST
B.	In Asphalt Pavement	500 ea	\$	\$
C.	In Concrete Pavement	500 ea	\$	\$
3	Installation of a Concrete Collar on an Existing Valve Box at Grade	500 ea	\$	\$
4	Installation of a Concrete Valve Marker	500 ea	\$	\$
5	Extended Search Time	150 hrs	\$	\$
6	Surface Restoration not Associated with any other pay item			
A.	All Types Asphalt Paving	500 sy	\$	\$
B.	All Types Concrete Paving	500 sy	\$	\$
C.	All Other Types of Unpaved Areas	500 sy	\$	\$
7	Valve extensions and Guides	50 ea	\$	\$
BID TOTAL			\$	
8a.	Deduct for Flowable Fill Restoration of Concrete	1 sy	\$ -	
8b.	Deduct for Cold Patch Restoration of Asphalt	1 sy	\$ -	

Submitting Contractor Name _____

Failure to return these pages as part of your bid document may result in rejection of bid.

BID SCHEDULE

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

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Pricing during Contract Term

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin September 14, 2022 or upon award, whichever is later.

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

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

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

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

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

Certification of Non-Collusion in Bid Preparation _____

Signature

Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within sixty (60) 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. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name _____

Federal Tax ID _____

Complete Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ E-mail address _____

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

Telephone Number _____ E-mail address _____



Solicitation Name & No. Inspection and Exercising of Water and Sewer Valves on an Annual Contract, BL089-22

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 Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

* 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).



Bid # & Description BL089-22, Inspection and Exercising of Water and Sewer Valves 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 E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

Failure to return these pages as part of your bid document may result in rejection of bid.

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed by your Firm under its current name

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

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: BL089-22, Inspection and Exercising of Water and Sewer Valves on an Annual Contract

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 Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(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.

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.

STATE OF GEORGIA
COUNTY OF GWINNETT

**GENERAL CONDITIONS
FOR GWINNETT COUNTY CONSTRUCTION CONTRACTS**

GC-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

GC-2 CONTRACT DOCUMENTS

This agreement consists of Gwinnett County's request for proposals, instructions to bidders, Contractor's proposal, construction contract, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

GC-3 DEFINITIONS

The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Engineer and issued by the County for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

County - Gwinnett County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the County to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

Substantial Completion - the date certified by the engineer when all or a part of the work, identified in the engineer's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

GC-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

GC-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the engineer any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the engineer that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the County, has properly stopped the effected work until instructed to proceed,

and has otherwise followed the instructions of the engineer, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

GC-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or engineer shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents.

GC-7 APPLICABLE LAW

All applicable State laws, County ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

GC-8 PERMITS & LICENSES

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

GC-9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying.

GC-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

GC-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

GC-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be measured and certified by the Engineer.

GC-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

GC-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

GC-15 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 any act 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.

GC-16 SUPERVISION OF WORK

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the engineer. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

GC-17 RESPONSIBILITY FOR WORK

The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the engineer, including inspections, tests or approvals required or performed pursuant to this agreement.

GC-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall be responsible to the County for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement. All areas within the limits of the Project which are determined by the Engineer to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be responsibility of the Contractor to correct and repair. This is not a payment item and shall be done without additional compensation.

GC-19 PAYMENT FOR LABOR AND MATERIALS

Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

GC-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The engineer may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the engineer to be incompetent.

GC-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours, except upon the engineer's prior written consent to other work hours.

GC-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions, which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

GC-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire.

GC-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

- (1) Upon personal delivery to the Contractor, its authorized representative, or the engineer on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.
- (2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the County, or the engineer. For purposes of mailed notices, the County's mailing address shall be 75 Langley Drive, Lawrenceville, Georgia 30046. The Contractor's mailing address shall be the address stated in its proposal, and the engineer's mailing address shall be its address listed in the Notice to Begin Work.

GC-25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

GC-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. §§ 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

GC-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. §§ 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

GC-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

GC-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

GC-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

GC-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the engineer for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

GC-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the County or the engineer to commence and continue correction of such default or neglect with diligence and promptness, the County or the engineer may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

GC-33 NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

GC-34 CONTRACTOR'S WARRANTY

If within one year after the date of substantial completion and final acceptance of the work by the County, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the County to do so. This obligation shall survive both final payment for the work and termination of the contract.

GC-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

GC-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

GC-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the County, or the engineer, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County or engineer to stop work shall not give rise to any duty on the part of the County or the engineer to execute this right for the benefit of the Contractor or for any other person or entity.

GC-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after ten days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

GC-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

GC-40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the County terminates this agreement for the convenience of the County, the County shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the County, the County shall pay the Contractor the following amounts determined by the engineer:

- A. An amount for supplies, services, or property accepted by the County for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and
- B. The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
 - (2) The costs of settling and paying claims arising pursuant to the termination of the work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be

included in the costs payable pursuant to (A); and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

GC-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the County, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the engineer, of property, which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

GC-42 COST TO CURE

If the County terminates the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the engineer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

GC-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

GC-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the engineer, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the engineer, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the engineer, to the extent the engineer may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the County, in the manner, at the times, and to the extent, if any, directed by the engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

(a) The fabricated or unfabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

(b) The completed or partially completed plans, drawings, information, and other property to the work.

7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the engineer, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the engineer may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

GC-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

GC-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the engineer to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

GC-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs reimbursable to the Contractor.

GC-48 TERMINATION FOR CONVENIENCE - DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The County or the engineer may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or engineer in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the engineer in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the engineer within ten days after the termination of such suspension, delay or interruption.

GC-49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the County. The Contractor shall diligently prosecute the work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the specified time. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work.

GC-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

GC-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

GC-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the County with the engineer.

GC-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the engineer that there was greater than normal inclement weather considering the full term of the contract using a ten year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefor.

GC-54 NOTICE OF DELAY

The Contractor shall not receive an extension of time unless a notice of a claim is filed with the County and the engineer within ten days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed with the engineer and the County within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim, which it may have for an extension of time pursuant to this agreement.

GC-55 NOTICE OF DELAY - CONTENTS

The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

GC-56 PROGRESS OF WORK

To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the engineer, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

GC-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County or engineer that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

GC-58 SET-OFFS

Any monies due to the County pursuant to the acceleration provisions of this agreement may be deducted by the County against monies due from the County to the Contractor.

GC-59 ACCELERATION - REMEDIES

The remedies of the County concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

GC-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

GC-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

GC-62 ENGINEER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the engineer unless the requirement therefor is waived in writing. The engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

GC-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources, which are currently manufacturing such materials, except as otherwise specifically approved by the engineer.

GC-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

GC-65 PAYROLL REPORTS

The Contractor shall be required to furnish weekly payroll reports to the engineer certifying conformance with the wage rates listed in the specifications.

GC-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the engineer in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the engineer, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other employee in charge of the work shall be an authorized representative of the Contractor.

GC-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award work to any subcontractor without the prior written consent of the County. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

GC-68 INSPECTION BY ENGINEERS

All work pursuant to this agreement shall be subject to inspection by the engineer for conformity with contract drawings and specifications. The Contractor shall give the engineer reasonable advance notice of operations requiring special inspection of a portion of the **work**.

GC-69 WORK COVERED PRIOR TO ENGINEER'S INSPECTION

In the event that work is covered or completed without the approval of the engineer, and such approval is required by the specifications or required in advance by the engineer, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

GC-70 ENGINEER'S AUTHORITY

The engineer shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the work. Any oral decision or instruction of the engineer shall be confirmed in writing. All communications between the County and the Contractor shall be made through the engineer. The Contractor shall submit to the engineer a complete schedule of values of various portions of the work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

GC-71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the engineer's approval, on County forms, of the total amount of value of work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

GC-72 PROGRESS PAYMENTS

Upon completion of each monthly estimate of work performed and materials furnished, the engineer shall recommend payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and all liquidated damages. The Contractor will be paid 100 percent, less retainage,

of the cost of materials received and properly stored but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. No progress estimate or payment need be made when, in the engineer's judgment, the increment in the estimated value of work performed and materials furnished since the preceding estimate is less than \$10,000.

GC-73 TIME OF PAYMENT

When the contractor has performed in accordance with the provisions of this Agreement, Gwinnett County shall pay to the contractor, within 30 days of receipt by the County of any payment request 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 60 days of the County's 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 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the County's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

GC-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefor. The County may reinstate the ten percent retainage in the event the engineer determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the engineer provides a specific cause for such withholding.

GC-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

GC-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the engineer shall have any obligation to pay any subcontractor except as otherwise required by law.

GC-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

GC-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

GC-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

GC-80 RIGHT TO WITHHOLD PAYMENT

The engineer may decline to approve payment and may withhold payment in whole or in part to the extent

reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

GC-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the engineer shall inspect the work and determine whether the work is substantially complete. If the work is substantially complete, the engineer shall issue a certificate of substantial completion of the work which shall establish the date of substantial completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

GC-82 FINAL PAYMENT

Upon substantial completion of the work and upon application by the Contractor and approval by the engineer, the County shall make payment reflecting adjustments and retainage for the work as provided in this agreement.

GC-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

GC-84 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial completion and except for the retainage sums due at final acceptance. Following the engineer's issuance of the certificate of substantial completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the engineer a written notice that the work is ready for final inspection and acceptance and shall also forward to the engineer a final application for payment. When the engineer finds the work acceptable and determines that the contract has been fully performed, the engineer shall issue a certificate for payment which shall approve final payment to the Contractor.

GC-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the engineer:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the County or engineer establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or engineer, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

GC-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and that the contract is to be performed in Gwinnett County, Georgia. Each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Gwinnett Superior Court.

GC-87 CHANGES AND EXTRA WORK

GC-87.1 AUTHORITY FOR CHANGES

The County may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract

C-87.2 CHANGE ORDERS

Without invalidating the Contract, the County may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work related to the original scope of the Work. Change Orders will authorize these. Upon receipt of the Change Order, Contractor shall promptly proceed with the work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the Change Order increases the contract price, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section GC-15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

GC-87.3 WRITTEN NOTICE

The County may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The County may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the County notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Contract Price or Time. The County shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the County determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the County's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

GC-87.4 EXTRA WORK

Extra work consists of new and unforeseen work determined by the County not to be covered by any of the various items for which there is a bid price or by combination of such items.

GC-87.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by County to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase

or diminution give cause for claims or liability for damages.

GC-88 CHANGE ORDERS

GC-88.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the County and approved by County. Change Orders will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the County determines that a change requiring additional work will cause delay in completion of Work, he will grant an equitable time extension for the changed work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-88.2 METHODS OF PAYMENT

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to County, as determined by the County:

- A. Where the work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.
- C. On the basis of the actual cost of the work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account work. Contractor's fee for force account work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined hereinafter.

GC-88.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

GC-88.4 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the County or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

GC-88.5 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

GC-88.6 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

GC-89 FORCE ACCOUNT WORK

Force account work is an Owner-defined emergency, a sudden or unforeseen failure or malfunction of an existing system, which results in the Contractor being obligated to respond to the site of the emergency as Owner-directed. Contractor may perform work on a force account basis and will be paid for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account work as more particularly described below:

- A. Labor: All labor shall be billed at the hourly rates specified in the bid. Regular rates will apply during normal business hours, defined as Monday through Friday, 7a.m.–5p.m. Overtime rates will apply during non-normal business hours. If premium rates apply, then overtime rates shall be defined as Monday through Friday, 5p.m.–8p.m. Accordingly, premium rates, if applicable, shall be defined as Monday through Saturday, 8p.m.–7a.m., all hours on Sundays and all County recognized holidays. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the County. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

- B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.
- C. Materials: For materials accepted by the County and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the County before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

- D. Equipment: Contractor will be paid for the use of Contractor owned or rented equipment at seventy percent (70%) of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the force account work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the County, shall be at the rate of fifty percent (50%) of the hourly rate for equipment in use eight (8) hours per day. No payment of rentals for standby equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the County for its use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Equipment operators will be paid for as stipulated herein.

The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the force account work being performed. The time shall include the time required to move the equipment to

the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work. Compensation will not be allowed while equipment is inoperative due to breakdown.

For the use of equipment moved in on the work and used exclusively for work paid for on a force account basis, providing the County has agreed to said move, Contractor will be paid the equipment use rates provided for in this clause, for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment, all in accordance with the following provisions:

1. The cost of transporting equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service commission.
 2. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account work, shall include each day that the equipment is at the site of the force account work, excluding Saturdays and Sundays and other legal holidays unless the force account work is performed on such days, and shall terminate at the end of the day on which the County instructs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the equipment is in operation for a longer time.
- E. Subcontract Work: Where the Change Order applies to work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or materials. The County reserves the right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar work is not being performed at the Work site, and if required by County, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the County. Selection of the Subcontractor shall be subject to the approval of the County.
- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.
- G. Statements: No payment will be made for work performed on a force account basis until Contractor furnishes the County itemized statements of the cost of such force account work detailed as to the following:
1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.
 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
 3. Materials - quantities of supplies and materials, prices, including transportation cost and extensions.

4. Bonds and insurance premiums.
5. Subcontract work - force account detail as above, or progress quantities and prices of unit price or lump sum subcontracts.
6. Payments for items under paragraphs (a) to (f) inclusive shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.

H. If, in the County's opinion, Contractor or any of his subcontractors, in performing force account work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the County, the County may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the County may independently determine the reasonable cost of the work and the Contractor will be entitled only to the reasonable cost so estimated by the County.

GC-90 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the County, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause GC-88, Change Orders.

GC-91 CHANGED CONDITIONS

Contractor shall notify the County in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or
- B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The County will promptly investigate conditions of which it is so notified or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the County determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

INDEX

<u>SUBJECT</u>	<u>PARAGRAPH</u>
Acceleration	51, 58, 59
Assignment	13
Changes and Extra Work	87, 88, 90, 91
Clean Site	29
Codes	4, 26, 27, 28
Commencement of Work	49
Contract Documents	2, 5, 6
Contractor's Representative	66
Defective Work	31, 32, 37
Definitions	3
Engineer's Authority	17, 70
Extension of Time	52, 53, 54, 55
Familiarity with Site	1, 22
Final Payment	82, 84, 85
Force Account Work	89
Inclement Weather	53
Indemnification	15
Inspections	23, 61, 62, 68, 69
Jurisdiction	7, 86
New Materials	33, 60, 63, 64
Notices	24
Payment	12, 72, 73, 75, 78, 79, 80, 82
Payment of Subcontractors	75, 76
Payroll Reports	65
Permits	8
Progress Payments	71, 72, 73, 77
Progress of Work	56, 57
Protection of Work	30, 64
Records Inspection	45
Retainage	11, 74
Safety	25
Service of Process	14
Stop Work Order	37
Subcontractors	67, 76
Substantial Completion	81, 84
Supervision of Work	16, 18, 20, 66
Taxes	9, 10
Termination for Cause	38, 42, 43, 44, 46, 47
Termination for Convenience	39, 40, 41, 48
Time of the Essence	50
Warranties	33, 34, 35, 36, 83

Gwinnett County, GA
Performance Bond

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 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)

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.

Gwinnett County, GA
Performance Bond

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.

[Signatures Next Page]

Gwinnett County, GA
Performance Bond
ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(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, GA
Performance Bond

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 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)

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, 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)

Gwinnett County, GA
Performance Bond
ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(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.

Attachment A

VALVE INSPECTION FORM

1 CREW INITIALS:	DATE _____/_____/_____	
2 VALVE FACILITY ID		
3 OPERATING STATUS		1- OPEN 2- CLOSED 3- CNA 4 -CNL 5-CNE
4 SURFACE		1- ASPHALT - 2 – CONCRETE - 3 – GRAVEL - 4 – GRASS – 5 - OTHER
5 SIZE (IN)		
6 OPER DEPTH (FT)		
7 DIRECTION OPEN		1- CLOCKWISE 2 – COUNTERCLOCKWISE
8 TURNS TO OPEN		
9 METHOD OF EXERCISE		1- MANUAL 2- ELECTIRC 3- HYDRAULIC 4 – AIR
10 TORQUE (FT/LBS)		
11 LEAKING?		1 - YES 2 - NO
12 VALVE BOX CONDITION		1 - EXCELLENT 2 – GOOD 3 – FAIR 4 – POOR 5 – FAILED\WILL FAIL
13 VALVE OPERATING CONDITION		1 - EXCELLENT 2 – GOOD 3 – FAIR 4 – POOR 5 – FAILED\WILL FAIL
14 PICTURES?		1 - YES 2 - NO
15 REPAIR?		1 - NO 2 – MINOR (BY HAND) 3 – MAJOR (EQUIPMENT NEEDED)
16 EXERCISED		1 - YES 2 – NO
17 VALVE MARKER CONDITION		0- N/A 1 -GOOD 2 - BROKEN 3 - MISSING
18 VALVE BOX REPAIR TYPE		1 - RAISE 2 – LOWER 3- STRAIGHTEN 4- REPLACE

COMMENTS

*****ATTENTION*******FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

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

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. 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 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, firm or business may be disqualified from consideration for award.
- 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 bidder(s) will be required to complete them prior to contract execution.
- E. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. 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 bidder 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 BIDDERS

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

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the

face of the envelope. Telegraphic/faxed bids 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 bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which 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 bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid 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 bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request

withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid 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, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, 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)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. 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.

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. 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 lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder 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 bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

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 replacement 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 delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid 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 bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. 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 bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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 requested 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

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. 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 low responsive and responsible bidder, 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 bid, 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 procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders 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 bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders 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 & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of 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 with 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 the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Manager, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

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

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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 and Enforcement Act of 2011 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 three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

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.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined

by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

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).**

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 any act 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

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 sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.