



July 26, 2022

INVITATION TO BID
BL092-22

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Sanitary Sewer and Force Main Rehabilitation Program on an Annual Contract** for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **September 06, 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 opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

A WebEx pre-bid meeting is scheduled for 2:00 P.M. on **August 16, 2022**. To access, dial 1-480-418-9388, enter **Access code 2338 236 9737**. All interested parties are urged to attend. The pre-bid conference is to be utilized by contractors and subcontractors to ask any questions in order to submit a bid for this project. All bidders are strongly urged to attend. **Questions regarding bids should be directed to Brittany Bryant, Purchasing Associate II, at Brittany.Bryant@GwinnettCounty.com or by calling 770-822-7759, no later than August 23, 2022.** Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-X or higher.**

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

Brittany Bryant

Brittany Bryant
Purchasing Associate II

The following pages should be returned in duplicate as your bid:

Bid Schedule: Pages 8 – 37 Contractor Affidavit: Page 41
List of Subcontractors: Page 38
References: Page 39
Code of Ethics: Page 40

GWINNETT COUNTY SANITARY SEWER AND FORCE MAIN REHABILITATION PROGRAM

1.1 PROJECT DESCRIPTION

The Gwinnett County Board of Commissioners is soliciting competitive, sealed bids for construction services related to the repair, replacement and rehabilitation of the County's Sanitary Sewer and Force Main Systems on an Annual Contract with the option of four (4) renewals for the Department of Water Resources (DWR).

The Department has initiated this contract with the objective of repairing, replacing and rehabilitating the County's Sanitary Sewer and Force Main Systems. This objective will be achieved by repairing, replacing or rehabilitating Sewer Manholes, Sewer Lines and Sewer Force Mains that are identified by the county as critical and need attention. This contract will be issued as an annual contract, 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 contractor must complete the requested work in a timely manner and produce quality results. The repairs that are made to the gravity sewer and force main system will be put into the County's CMMS (Computerized Maintenance Management System) System.

The Department has not mandated the use of any specific type of equipment or methods, however; the Contractor shall utilize the nationally recognized NASSCO published PACP (7.0 or greater) and MACP (7.0 or greater) standards for conducting all pipe and manhole post rehab inspections. The contractor shall also use the Gwinnett County Sewer System Rehabilitation Specifications (SSR's) provided below for the details that are related to each task. The Contractor shall complete assigned work as outlined in the specific Gwinnett County Sewer System Rehabilitation Specifications (SSR's). The Contractor shall use the means and methods as described in the Bid and that were used as a basis of selection. The Contractor may not use other methods than proposed without the express written permission of the Department.

The Contractor will utilize reliable and efficient equipment. The Department has the right to disapprove any equipment that does not meet or exceed the equipment presented in the Bid for the project.

Details related to each work tasks are located in the following sections of the System Specifications.

1. Section SSR 1, Sanitary Sewer Television Inspection.
2. Section SSR 2, Sanitary Sewer Cleaning
3. Section SSR 3, Sanitary Sewer Manhole Condition Assessment
4. Section SSR 9, Sanitary Sewer Lateral Lining
5. Section SSR 10, Sanitary Sewer Wastewater Flow Control
6. Section SSR 11, Sanitary Sewer Point Repairs
7. Section SSR 12, Sanitary Sewer Lateral Reconnection and Replacement
8. Section SSR 14, Sanitary Sewer Lining Cured-in-Place Pipe
9. Section SSR 16, Sanitary Sewer Manhole Rehabilitation
10. Section SSR 19, Sanitary Sewer Manhole Frame Sealing
11. Section SSR 20, Sanitary Sewer Pipe Bursting
12. Section SSR 21, Sanitary Sewer Overflows and Spills
13. Section SSR 22, Sanitary Sewer Easement Clearing
14. Section SSR 25, Sanitary Sewer Internal Mechanical Point Repairs

These sections of the System Specifications can be accessed through the following download for ftp site: [WinSCP :: Official Site :: Free SFTP and FTP client for Windows](#). This is a free download. Once WinSCP is installed, open the Wizard enter the following information in the fields required:

Instructions to access SSR'S

- Host Name-ftp.gwinnettcountry.com
- Port Number: 22
- Username – DWR_FieldOp
- Password – W@t3rFLd

Once in the ftp site open folder marked Rehab to access SSR Documents. The file will require a right click and chose the open option.

1.2 GENERAL INFORMATION/REQUIREMENTS

- A. Normal working hours for all field related work will be 7:00 A.M. to 6:00 P.M. local time, Monday thru Friday. Certain situations may arise that will limit these normal hours. Work outside the normal hours, on holidays and weekends will require written approval from the Department.
- B. Field related work requiring the assistance of Department personnel must be scheduled a minimum of 48-hours in advance.
- C. Existing data shall be utilized to the fullest extent possible to avoid spending time and cost in collecting data already available. Data that is available through the Department will be provided to the selected Contractor at no cost.
- D. The Department utilizes a web version of GIS that includes sewer pipes (sizes & materials), manholes, pump stations and force mains. The GIS is updated regularly. Each of the above items has been assigned a County "Facility ID" number. These facility numbers will be utilized and referenced by the selected Contractor throughout the life of the project. The GIS database also contains roads, parcels, topographical data, and surface features such as streams, and water mains. It is the Contractors' responsibility to access this webpage for their reference.
- E. The Contractor will notify homeowners in advance of any work that will be performed on their property.
- F. All field staff (Contractor and including sub-consultants and sub-contractors) must wear, at all times, a readily observable identification badge indicating their name and the name of the Contractor's firm. All vehicles used in the field must have a company logo on both the driver and passenger side of the vehicle that is easily read from a distance.
- G. The Contractor shall identify a contact person or persons who shall be on call 24-hours per day during the life of the project. The Contractor's contact person/s is/are responsible to know the general location of all field crews every day and must have the means to contact them within 15 minutes.

- H. The Contractor has the responsibility for maintenance of traffic when working in any right-of-way. The Contractor shall submit traffic control plans through Gwinnett County and follow all of Gwinnett County's DOT standards. The Contractor is responsible for obtaining all required permits. There shall be no direct payment to the Contractor for development and/or implementation of traffic control plans and permits.
- I. The Contractor shall not operate Department valves, hydrants, pump stations or any other facilities/appurtenances without Department employees present and assisting in the operations.
- J. The Contractor as well as all sub-consultants and sub-contractors utilized by the Contractor must be properly licensed in the State of Georgia.
- K. The Contractor shall provide daily notification of work locations to the County and project manager.

2.0 REQUESTED SCOPE OF SERVICES

The following provides more detailed information on the requested scope of services.

The Contractor will receive work orders from the County's Project Manager for the repair, the replacement or the rehabilitation of a certain asset, being a Sewer Manhole, a Gravity Sewer Main or a Sewer Force Main. The work order will state what type of work will need to be executed for this asset. Work should commence within 14 calendar days from the date the work order is issued. Once the Work Order has been completed the Contractor will return the Work Order with the appropriate documentation (**PACP compliant post repair/rehabilitation CCTV inspection of a pipe or MACP compliant Level 1 post repair/rehabilitation inspection of manhole**) along with an invoice to the County's Project Manager at the end of each month.

Numerous manholes and pipes are located in wooded easements. The Contractor is to be aware that the location of these manholes may prevent vehicular access.

The Department may or may not be able to clear the wooded easements prior to the Contractor beginning work. The cost proposal includes a unit price for easement clearing. This will only be used as directed by the Department.

Numerous manholes have bolted lids to prevent inflow in the event of flooding and/or overflow due to surcharging of the sewer system. Before opening these manholes confirm the sewer system is not surcharged. Overflows resulting from Contractor error will be the responsibility of the Contractor. Opening and closing these manholes with bolted lids requires the manipulation of four (4) bolts. Crews may come across a manhole with security bolts installed on them. Removing these security bolts requires a key that will be furnished by the Department. Security bolts are not to be replaced on the manhole. The Department will provide standard bolts to replace the security bolts. The Contractor is expected to make a diligent effort in accessing these manholes. Some of the required equipment may include, but is not limited to, rechargeable heavy-duty impact drill, 3/4-inch socket, 15/16 -inch socket, Allen wrench, large drill and bits to drill out broken off bolts, large screw driver, pry bar, cutting torch, various manhole hooks and Department provided key. If the Contractor loses the key, there will be a \$150.00 replacement cost. If the Contractor cannot open the manhole, he will need to contact the county for assistance.

The bolted lids must remain bolted closed at all times, except when actively using the manhole. Failure by the Contractor to maintain the bolted lids will result in fines/discipline actions up to and including termination.

If the Contractor discovers a bolting lid that is not fully bolted the Contractor must immediately install bolts and completely bolt the lid (these bolts will be supplied by the County). If the Contractor is unable to install a bolt for any reason, including the existing bolt is broken off, stripped threads, etc. the Contractor will notify the Department **immediately**.

2.1 PROJECT MANAGEMENT

Project management includes those activities involved with the detailed planning and subsequent execution and control of the project. The level of effort and budget for such services shall be considered and included in the individual tasks and unit costs of the Project. In developing the Cost Proposal, the Department expects the Contractor to provide the following services throughout the project:

- A. Monthly invoices will be submitted to the Department of Financial Services with a copy sent to the Field Operations workgroup of the Department. Invoices will be submitted with an Excel Spreadsheet listing of each repair by the identifying Facility ID's. The monthly invoice and spreadsheet will be submitted utilizing the template format as provided by the Department.
- B. Coordination with the Department, other utility companies, and all local, State, or Federal department or agency, as required for the proper execution of the work, shall be maintained throughout the life of the project. This coordination shall include arranging meetings, resolving technical issues, and coordinating tasks that will involve the Department's personnel.
- C. The Department's Project Manager will be the Department's primary point of contact with the Contractor throughout the life of the project.
- D. The Contractor's Project Manager will be the Contractor's primary point of contact with the Department throughout the life of the project.
- E. All completed Work Orders must be submitted in digital format to match the monthly billing allotments.

2.2 SAFETY

Safety is utmost importance to the Department. The Contractor will conduct the project in a safe manner so that no accidents occur. The Contractor shall submit a written comprehensive safety plan to the County for review. Following the review, the Contractor shall incorporate the comments and re-submit a final version for the Department's files. The final version must be submitted prior to the Contractor conducting any fieldwork.

The County will not approve the Plan, but will hold the Contractor accountable to the Plan. The Plan must meet all Federal, State, County laws and local requirements. The Contractor's personnel must be completely familiar with the Plan and trained in all safety procedures required for the safe execution of this project.

The Contractor will insure their sub-consultants and sub-contractors have active safety programs at least as comprehensive as the Contractor's.

INFORMATION TO BE PROVIDED IN THE BID

3.1 CONTRACTOR IDENTIFICATION/PROFILE

Give the full legal name of the Contractor, the Contractor's principal business office and its satellite offices, if any; and indicate the location(s) from which these services for the Department would be staged. Provide the location of the Contractor and the driving distance to the Department of Water Resources – Central Facility. Give information on the Contractor's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and other corporate data. Project teams are acceptable, provided that overall project accountability is with the lead Contractor. If an association with other firms(s) is proposed, describe the working relationship, identify specific areas of responsibility of each firm, and identify the lead firm that will have overall project accountability, as well as any specific past experiences with said firm(s) and the working relationship.

3.2 REFERENCES/EXPERIENCE/REQUIREMENTS OF THE CONTRACTOR

References should detail the experience of the Contractor with similar projects and other relevant experience. Similar projects are projects that required the same level of service, or greater, at the same order of magnitude, or greater, as will be required for this project. The experience must be that of the Contractor and not that of a parent or related company or the experience of an individual/s. Contractor must have been in business for a minimum of five (5) years.

3.3 QUALIFICATIONS AND EXPERIENCE OF THE PROJECT MANAGER AND OTHER KEY PERSONNEL

- The Project Manager shall be qualified to lead this project and should have a minimum of ten (10) years' experience as a project manager on similar projects. Experience with previous employers on similar projects is acceptable.
- The Project Manager shall have been in leadership roles on construction projects of similar scale including preparation of reports, management of field-monitoring, management of field-personnel, quality assurance and have the authority to commit the necessary resources of the Contractor. **Upon request, the Contractor will be required to provide adequate proof of the Project Manager's qualifications, experience and specific accomplishments relating to key objectives on projects of a similar size and scope and in the various tasks as outlined above.**
- The Data Manager shall have been in leadership roles on inventory and condition assessment projects of similar scale including preparation of reports, management of field-data collection, analysis, data management, GIS, Quality Assurance. **Upon request, the Contractor will be required to provide adequate proof of the Data Manager's qualifications, experience and specific accomplishments relating to key objectives on projects of a similar size and scope and in the various tasks as outlined above.**
- Supervisor of the field crews performing these functions shall have received proper training in these types of equipment and activities and have a minimum of five years (5) experience in performing such assignments including safe work practices. **Upon request, the County may require proof of adequate training and experience.**

- Field crew leaders performing these functions shall have received proper training in these types of equipment and activities and have a minimum of three years (3) experience in performing such assignments including safe work practices. **Upon request, the County may require proof of adequate training and experience.**
- If the Contractor's personnel have not been trained in and are not currently certified in the use of NASSCO's Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP) then the Contractor personnel must obtain the training and certification before working on the project.
- No crewmembers shall enter confined spaces without the necessary certified training and at least one-year experience. **Upon request, the Contractor will be required to provide the County with written documentation and/or verification that all crewmembers have received the necessary certified training and possess at least one year experience.**

3.4 SCHEDULE

It is anticipated that this contract will be used on an "as needed basis" and will be used as a means of repair, replacement or rehabilitation for other county contracts.

3.5 BID PRICING SCHEDULE

The Bid Schedule shall be submitted using the form as provided in this document. The format should not be changed. The Bid Pricing Schedule includes all possible field related activities. The quantities provided on the bid schedule are estimated yearly quantities only, and for the purpose of bid evaluation. It is the county's intent to spend the funds budgeted annually to get as much work completed as possible. The SSR's previously referenced will provide the details that pertain to each line item on the bid tab. Unless otherwise stated, the cost associated with all activities will include all overhead, safety costs, project management, labor, field-monitoring, field-data collection, required post repair/rehabilitation documentation, QA/QC analysis, etc. All items on the Bid Schedule should be completed.

- Pay close attention to "UNIT" values when quoting pricing.
- Pricing is to be provided for ALL items.
- Some items may be used extensively while other items may not be used at all.
- Include all expenses, overhead and profit.

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BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
CHEMICAL ROOT CONTROL				
1	Up to 8"	100,000 LF	\$	\$
2	10" to 12"	5,000 LF	\$	\$
3	14" to 17"	500 LF	\$	\$
4	18" to 24"	500 LF	\$	\$
BYPASS PUMPING				
5	Setup for 3" to 6" Pump	100 EA	\$	\$
6	Setup for 8" to 12" Pump	1 EA	\$	\$
7	Discharge Line for 3" to 6" Pump	3,000 LF	\$	\$
8	Discharge Line for 8" to 12" Pump	300 LF	\$	\$
9	Operation of 3" to 6" Pump	100 HR	\$	\$
10	Operation of 6" to 12" Pump	5 HR	\$	\$
PIPE REHABILITATION				
<i>Cured in Place Pipe (CIPP) - Full Length</i>				
11	4" x 4.5 mm CIPP	1 LF	\$	\$
12	6" x 4.5 mm CIPP	500 LF	\$	\$
13	8" x 6.0 mm CIPP	30,000 LF	\$	\$
14	10" x 6.0 mm CIPP	500 LF	\$	\$
15	12" x 6.0 mm CIPP	300 LF	\$	\$
16	14" x 6.0 mm CIPP	1 LF	\$	\$
17	15" x 6.0 mm CIPP	1 LF	\$	\$
18	16" x 6.0 mm CIPP	1 LF	\$	\$
19	18" x 7.5 mm CIPP	1 LF	\$	\$
20	21" x 7.5 mm CIPP	1 LF	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
21	24" x 9.0 mm CIPP	1 LF	\$	\$
22	27" x 10.5 mm CIPP	1 LF	\$	\$
23	30" x 12.0 mm CIPP	1 LF	\$	\$
24	36" x 16.0 mm CIPP	1 LF	\$	\$
25	42" x 18.0 mm CIPP	1 LF	\$	\$
26	48" x 21.0 mm CIPP	1 LF	\$	\$
27	Additional Cost per 1.5 mm Thickness 10" diameter	1 LF	\$	\$
28	Additional Cost per 1.5 mm Thickness 12" diameter	1 LF	\$	\$
29	Additional Cost per 1.5 mm Thickness 14" diameter	1 LF	\$	\$
30	Additional Cost per 1.5 mm Thickness 15" diameter	1 LF	\$	\$
31	Additional Cost per 1.5 mm Thickness 16" diameter	1 LF	\$	\$
32	Additional Cost per 1.5 mm Thickness 18" diameter	1 LF	\$	\$
33	Additional Cost per 1.5 mm Thickness 21" diameter	1 LF	\$	\$
34	Additional Cost per 1.5 mm Thickness 24" diameter	1 LF	\$	\$
35	Additional Cost per 1.5 mm Thickness 27" diameter	1 LF	\$	\$
36	Additional Cost per 1.5 mm Thickness 30" diameter	1 LF	\$	\$
37	Additional Cost per 1.5 mm Thickness 36" diameter	1 LF	\$	\$
38	Additional Cost per 1.5 mm Thickness 42" diameter	1 LF	\$	\$
39	Additional Cost per 1.5 mm Thickness 48" diameter	1 LF	\$	\$
40	Service Lateral Reinstatement - Remote	300 EA	\$	\$
41	Service Lateral Reinstatement - Man Entry	1 EA	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
	<i>Heavy Cleaning of Sewer Main - material and debris equal to more than 25% diameter of pipe</i>			
42	Up to 12"	2,500 LF	\$	\$
43	13" to 18"	500 LF	\$	\$
44	19" to 27"	500 LF	\$	\$
45	28" to 36"	500 LF	\$	\$
46	37" to 48"	500 LF	\$	\$
	<i>Specialty Cleaning of Sewer Main - Heavy roots and grease, large diameter rocks and debris</i>			
47	Up to 12"	1,500 LF	\$	\$
48	13" to 18"	300 LF	\$	\$
49	19" to 27"	300 LF	\$	\$
50	28" to 36"	300 LF	\$	\$
51	37" to 48"	300 LF	\$	\$
Service Lateral Rehabilitation with CIPP				
52	4" x 4.5 mm CIPP	100 EA	\$	\$
53	4" CIPP over 15' in length	100 LF	\$	\$
54	6" x 4.5 mm CIPP	200 EA	\$	\$
55	6" CIPP over 15' in length	200 LF	\$	\$
56	PVC Cleanout Installation (Traditional Excavation)	50 EA	\$	\$
57	PVC Cleanout Installation (Trenchless or Vacuum)	50 EA	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
Pipe Bursting - Full Length				
<i>0' - 10' depth installing HDPE Pipe</i>				
58	Insertion/Receiving Pit	5 EA	\$	\$
59	Service Reinstatement	10 EA	\$	\$
60	6" to 8"	1,000 LF	\$	\$
61	6" to 10"	1 LF	\$	\$
62	8" to 8"	1,000 LF	\$	\$
63	8" to 10"	1 LF	\$	\$
64	8" to 12"	1 LF	\$	\$
65	10" to 10"	1 LF	\$	\$
66	10" to 12"	1 LF	\$	\$
67	10" to 14"	1 LF	\$	\$
68	12" to 12"	1 LF	\$	\$
69	12" to 15"	1 LF	\$	\$
70	12" to 18"	1 LF	\$	\$
71	15" to 15"	1 LF	\$	\$
72	15" to 16"	1 LF	\$	\$
73	15" to 18"	1 LF	\$	\$
74	18" to 18"	1 LF	\$	\$
75	18" to 20"	1 LF	\$	\$
76	18" to 21"	1 LF	\$	\$
77	20" to 20"	1 LF	\$	\$
78	20" to 21"	1 LF	\$	\$
79	20" to 24"	1 LF	\$	\$
80	21" to 21"	1 LF	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
81	21" to 24"	1 LF	\$	\$
82	24" to 24"	1 LF	\$	\$
83	24" to 27"	1 LF	\$	\$
84	27" to 27"	1 LF	\$	\$
85	27" to 30"	1 LF	\$	\$
<i>>10' - 15' depth installing HDPE Pipe</i>				
86	Insertion/Receiving Pit	2 EA	\$	\$
87	Service Reinstatement	4 EA	\$	\$
88	6" to 8"	1 LF	\$	\$
89	8" to 8"	300 LF	\$	\$
90	8" to 10"	1 LF	\$	\$
91	8" to 12"	1 LF	\$	\$
92	10" to 10"	1 LF	\$	\$
93	10" to 12"	1 LF	\$	\$
94	10" to 14"	1 LF	\$	\$
95	12" to 12"	1 LF	\$	\$
96	12" to 15"	1 LF	\$	\$
97	12" to 18"	1 LF	\$	\$
98	15" to 15"	1 LF	\$	\$
99	15" to 16"	1 LF	\$	\$
100	15" to 18"	1 LF	\$	\$
101	18" to 18"	1 LF	\$	\$
102	18" to 20"	1 LF	\$	\$
103	18" to 21"	1 LF	\$	\$
104	20" to 20"	1 LF	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
105	20" to 21"	1 LF	\$	\$
106	20" to 24"	1 LF	\$	\$
107	21" to 21"	1 LF	\$	\$
108	21" to 24"	1 LF	\$	\$
109	24" to 24"	1 LF	\$	\$
110	24" to 27"	1 LF	\$	\$
111	27" to 27"	1 LF	\$	\$
112	27" to 30"	1 LF	\$	\$
<i>>15' - 20' depth installing HDPE Pipe</i>				
113	Insertion/Receiving Pit	1 EA	\$	\$
114	Service Reinstatement	2 EA	\$	\$
115	6" to 8"	1 LF	\$	\$
116	8" to 8"	1 LF	\$	\$
117	8" to 10"	1 LF	\$	\$
118	8" to 12"	1 LF	\$	\$
119	10" to 10"	1 LF	\$	\$
120	10" to 12"	1 LF	\$	\$
121	10" to 14"	1 LF	\$	\$
122	12" to 12"	1 LF	\$	\$
123	12" to 15"	1 LF	\$	\$
124	12" to 18"	1 LF	\$	\$
125	15" to 15"	1 LF	\$	\$
126	15" to 16"	1 LF	\$	\$
127	15" to 18"	1 LF	\$	\$
128	18" to 18"	1 LF	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
129	18" to 20"	1 LF	\$	\$
130	18" to 21"	1 LF	\$	\$
131	20" to 20"	1 LF	\$	\$
132	20" to 21"	1 LF	\$	\$
133	20" to 24"	1 LF	\$	\$
134	21" to 21"	1 LF	\$	\$
135	21" to 24"	1 LF	\$	\$
136	24" to 24"	1 LF	\$	\$
137	24" to 27"	1 LF	\$	\$
138	27" to 27"	1 LF	\$	\$
139	27" to 30"	1 LF	\$	\$
<i>>20' - 25' depth installing HDPE Pipe</i>				
140	Insertion/Receiving Pit	1 EA	\$	\$
141	Service Reinstatement	2 EA	\$	\$
142	6" to 8"	1 LF	\$	\$
143	8" to 8"	1 LF	\$	\$
144	8" to 10"	1 LF	\$	\$
145	8" to 12"	1 LF	\$	\$
146	10" to 10"	1 LF	\$	\$
147	10" to 12"	1 LF	\$	\$
148	10" to 14"	1 LF	\$	\$
149	12" to 12"	1 LF	\$	\$
150	12" to 15"	1 LF	\$	\$
151	12" to 18"	1 LF	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
152	15" to 15"	1 LF	\$	\$
153	15" to 16"	1 LF	\$	\$
154	15" to 18"	1 LF	\$	\$
155	18" to 18"	1 LF	\$	\$
156	18" to 20"	1 LF	\$	\$
157	18" to 21"	1 LF	\$	\$
158	20" to 20"	1 LF	\$	\$
159	20" to 21"	1 LF	\$	\$
160	20" to 24"	1 LF	\$	\$
161	21" to 21"	1 LF	\$	\$
162	21" to 24"	1 LF	\$	\$
163	24" to 24"	1 LF	\$	\$
164	24" to 27"	1 LF	\$	\$
165	27" to 27"	1 LF	\$	\$
166	27" to 30"	1 LF	\$	\$
POINT REPAIRS - UNPAVED AREAS				
<i>Depth of Cut for 8" PVC, 0 - 10' of length</i>				
167	0 - 8'	50 EA	\$	\$
168	8.01 - 10'	20 EA	\$	\$
169	10.01 - 12'	10 EA	\$	\$
170	12.01 - 14'	5 EA	\$	\$
171	14.01 - 16'	3 EA	\$	\$
172	16.01 - 18'	2 EA	\$	\$
173	18.01 - 20'	2 EA	\$	\$
174	20.01 - 22'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
175	22.01 - 24'	1 EA	\$	\$
176	24.01 - 26'	1 EA	\$	\$
177	DIP as an extra	50 LF	\$	\$
<i>8" PVC Per LF over 10' of length</i>				
178	0 - 8'	100 LF	\$	\$
179	8.01 - 10'	100 LF	\$	\$
180	10.01 - 12'	12 LF	\$	\$
181	12.01 - 14'	1 LF	\$	\$
182	14.01 - 16'	1 LF	\$	\$
183	16.01 - 18'	1 LF	\$	\$
184	18.01 - 20'	1 LF	\$	\$
185	20.01 - 22'	1 LF	\$	\$
186	22.01 - 24'	1 LF	\$	\$
187	24.01 - 26'	1 LF	\$	\$
188	DIP as an extra	50 LF	\$	\$
<i>Depth of Cut for 10" PVC, 0 - 10' of length</i>				
189	0 - 8'	2 EA	\$	\$
190	8.01 - 10'	2 EA	\$	\$
191	10.01 - 12'	1 EA	\$	\$
192	12.01 - 14'	1 EA	\$	\$
193	14.01 - 16'	1 EA	\$	\$
194	16.01 - 18'	1 EA	\$	\$
195	18.01 - 20'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
196	20.01 - 22'	1 EA	\$	\$
197	22.01 - 24'	1 EA	\$	\$
198	24.01 - 26'	1 EA	\$	\$
199	DIP as an extra	1 LF	\$	\$
<i>10" PVC Per LF over 10' of length</i>				
200	0 - 8'	1 LF	\$	\$
201	8.01 - 10'	1 LF	\$	\$
202	10.01 - 12'	30 LF	\$	\$
203	12.01 - 14'	1 LF	\$	\$
204	14.01 - 16'	1 LF	\$	\$
205	16.01 - 18'	1 LF	\$	\$
206	18.01 - 20'	1 LF	\$	\$
207	20.01 - 22'	1 LF	\$	\$
208	22.01 - 24'	1 LF	\$	\$
209	24.01 - 26'	1 LF	\$	\$
210	DIP as an extra	1 LF	\$	\$
<i>Depth of Cut for 12" PVC, 0 - 10' of length</i>				
211	0 - 8'	1 EA	\$	\$
212	8.01 - 10'	1 EA	\$	\$
213	10.01 - 12'	1 EA	\$	\$
214	12.01 - 14'	1 EA	\$	\$
215	14.01 - 16'	1 EA	\$	\$
216	16.01 - 18'	1 EA	\$	\$
217	18.01 - 20'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
218	20.01 - 22'	1 LF	\$	\$
219	22.01 - 24'	1 LF	\$	\$
220	24.01 - 26'	1 LF	\$	\$
221	DIP as an extra	1 LF	\$	\$
<i>12" PVC Per LF over 10' of length</i>				
222	0 - 8'	1 LF	\$	\$
223	8.01 - 10'	1 LF	\$	\$
224	10.01 - 12'	1 LF	\$	\$
225	12.01 - 14'	1 LF	\$	\$
226	14.01 - 16'	1 LF	\$	\$
227	16.01 - 18'	1 LF	\$	\$
228	18.01 - 20'	1 LF	\$	\$
229	20.01 - 22'	1 LF	\$	\$
230	22.01 - 24'	1 LF	\$	\$
231	24.01 - 26'	1 LF	\$	\$
232	DIP as an extra	1 LF	\$	\$
<i>Depth of Cut for 14" PVC, 0 - 10' of length</i>				
233	0 - 8'	1 EA	\$	\$
234	8.01 - 10'	1 EA	\$	\$
235	10.01 - 12'	1 EA	\$	\$
236	12.01 - 14'	1 EA	\$	\$
237	14.01 - 16'	1 EA	\$	\$
238	16.01 - 18'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
239	18.01 - 20'	1 EA	\$	\$
240	20.01 - 22'	1 EA	\$	\$
241	22.01 - 24'	1 EA	\$	\$
242	24.01 - 26'	1 EA	\$	\$
243	DIP as an extra	1 LF	\$	\$
<i>14" PVC Per LF over 10' of length</i>				
244	0 - 8'	1 LF	\$	\$
245	8.01 - 10'	1 LF	\$	\$
246	10.01 - 12'	1 LF	\$	\$
247	12.01 - 14'	1 LF	\$	\$
248	14.01 - 16'	1 LF	\$	\$
249	16.01 - 18'	1 LF	\$	\$
250	18.01 - 20'	1 LF	\$	\$
251	20.01 - 22'	1 LF	\$	\$
252	22.01 - 24'	1 LF	\$	\$
253	24.01 - 26'	1 LF	\$	\$
254	DIP as an extra	1 LF	\$	\$
<i>Depth of Cut for 15" PVC, 0 - 10' of length</i>				
255	0 - 8'	1 EA	\$	\$
256	8.01 - 10'	1 EA	\$	\$
257	10.01 - 12'	1 EA	\$	\$
258	12.01 - 14'	1 EA	\$	\$
259	14.01 - 16'	1 EA	\$	\$
260	16.01 - 18'	1 EA	\$	\$
261	18.01 - 20'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
262	20.01 - 22'	1 EA	\$	\$
263	22.01 - 24'	1 EA	\$	\$
264	24.01 - 26'	1 EA	\$	\$
265	DIP as an extra	1 LF	\$	\$
<i>15" PVC Per LF over 10' of length</i>				
266	0 - 8'	1 LF	\$	\$
267	8.01 - 10'	1 LF	\$	\$
268	10.01 - 12'	1 LF	\$	\$
269	12.01 - 14'	1 LF	\$	\$
270	14.01 - 16'	1 LF	\$	\$
271	16.01 - 18'	1 LF	\$	\$
272	18.01 - 20'	1 LF	\$	\$
273	20.01 - 22'	1 LF	\$	\$
274	22.01 - 24'	1 LF	\$	\$
275	24.01 - 26'	1 LF	\$	\$
276	DIP as an extra	1 LF	\$	\$
<i>Depth of Cut for 16" PVC, 0 - 10' of length</i>				
277	0 - 8'	1 EA	\$	\$
278	8.01 - 10'	1 EA	\$	\$
279	10.01 - 12'	1 EA	\$	\$
280	12.01 - 14'	1 EA	\$	\$
281	14.01 - 16'	1 EA	\$	\$
282	16.01 - 18'	1 EA	\$	\$
283	18.01 - 20'	1 EA	\$	\$
284	20.01 - 22'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
285	22.01 - 24'	1 EA	\$	\$
286	24.01 - 26'	1 EA	\$	\$
287	DIP as an extra	1 LF	\$	\$
<i>16" PVC Per LF over 10' of length</i>				
288	0 - 8'	1 LF	\$	\$
289	8.01 - 10'	1 LF	\$	\$
290	10.01 - 12'	1 LF	\$	\$
291	12.01 - 14'	1 LF	\$	\$
292	14.01 - 16'	1 LF	\$	\$
293	16.01 - 18'	1 LF	\$	\$
294	18.01 - 20'	1 LF	\$	\$
295	20.01 - 22'	1 LF	\$	\$
296	22.01 - 24'	1 LF	\$	\$
297	24.01 - 26'	1 LF	\$	\$
298	DIP as an extra	1 LF	\$	\$
<i>Depth of Cut for 18" DIP, 0 - 10' of length</i>				
299	0 - 8'	1 EA	\$	\$
300	8.01 - 10'	1 EA	\$	\$
301	10.01 - 12'	1 EA	\$	\$
302	12.01 - 14'	1 EA	\$	\$
303	14.01 - 16'	1 EA	\$	\$
304	16.01 - 18'	1 EA	\$	\$
305	18.01 - 20'	1 EA	\$	\$
306	20.01 - 22'	1 EA	\$	\$
307	22.01 - 24'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
308	24.01 - 26'	1 EA	\$	\$
<i>18" DIP Per LF over 10' of length</i>				
309	0 - 8'	1 LF	\$	\$
310	8.01 - 10'	1 LF	\$	\$
311	10.01 - 12'	1 LF	\$	\$
312	12.01 - 14'	1 LF	\$	\$
313	14.01 - 16'	1 LF	\$	\$
314	16.01 - 18'	1 LF	\$	\$
315	18.01 - 20'	1 LF	\$	\$
316	20.01 - 22'	1 LF	\$	\$
317	22.01 - 24'	1 LF	\$	\$
318	24.01 - 26'	1 LF	\$	\$
<i>Depth of Cut for 21" DIP, 0 - 10' of length</i>				
319	0 - 8'	1 EA	\$	\$
320	8.01 - 10'	1 EA	\$	\$
321	10.01 - 12'	1 EA	\$	\$
322	12.01 - 14'	1 EA	\$	\$
323	14.01 - 16'	1 EA	\$	\$
324	16.01 - 18'	1 EA	\$	\$
325	18.01 - 20'	1 EA	\$	\$
326	20.01 - 22'	1 EA	\$	\$
327	22.01 - 24'	1 EA	\$	\$
328	24.01 - 26'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
<i>21" DIP Per LF over 10' of length</i>				
329	0 - 8'	1 LF	\$	\$
330	8.01 - 10'	1 LF	\$	\$
331	10.01 - 12'	1 LF	\$	\$
332	12.01 - 14'	1 LF	\$	\$
333	14.01 - 16'	1 LF	\$	\$
334	16.01 - 18'	1 LF	\$	\$
335	18.01 - 20'	1 LF	\$	\$
336	20.01 - 22'	1 LF	\$	\$
337	22.01 - 24'	1 LF	\$	\$
338	24.01 - 26'	1 LF	\$	\$
<i>Depth of Cut for 24" DIP, 0 - 10' of length</i>				
339	0 - 8'	1 EA	\$	\$
340	8.01 - 10'	1 EA	\$	\$
341	10.01 - 12'	1 EA	\$	\$
342	12.01 - 14'	1 EA	\$	\$
343	14.01 - 16'	1 EA	\$	\$
344	16.01 - 18'	1 EA	\$	\$
345	18.01 - 20'	1 EA	\$	\$
346	20.01 - 22'	1 EA	\$	\$
347	22.01 - 24'	1 EA	\$	\$
348	24.01 - 26'	1 EA	\$	\$
<i>24" DIP Per LF over 10' of length</i>				
349	0 - 8'	1 LF	\$	\$
350	8.01 - 10'	1 LF	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
351	10.01 - 12'	1 LF	\$	\$
352	12.01 - 14'	1 LF	\$	\$
353	14.01 - 16'	1 LF	\$	\$
354	16.01 - 18'	1 LF	\$	\$
355	18.01 - 20'	1 LF	\$	\$
356	20.01 - 22'	1 LF	\$	\$
357	22.01 - 24'	1 LF	\$	\$
358	24.01 - 26'	1 LF	\$	\$
<i>Depth of Cut for 27" DIP, 0 - 10' of length</i>				
359	0 - 8'	1 EA	\$	\$
360	8.01 - 10'	1 EA	\$	\$
361	10.01 - 12'	1 EA	\$	\$
362	12.01 - 14'	1 EA	\$	\$
363	14.01 - 16'	1 EA	\$	\$
364	16.01 - 18'	1 EA	\$	\$
365	18.01 - 20'	1 EA	\$	\$
366	20.01 - 22'	1 EA	\$	\$
367	22.01 - 24'	1 EA	\$	\$
368	24.01 - 26'	1 EA	\$	\$
<i>27" DIP Per LF over 10' of length</i>				
369	0 - 8'	1 LF	\$	\$
370	8.01 - 10'	1 LF	\$	\$
371	10.01 - 12'	1 LF	\$	\$
372	12.01 - 14'	1 LF	\$	\$
373	14.01 - 16'	1 LF	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
374	16.01 - 18'	1 LF	\$	\$
375	18.01 - 20'	1 LF	\$	\$
376	20.01 - 22'	1 LF	\$	\$
377	22.01 - 24'	1 LF	\$	\$
378	24.01 - 26'	1 LF	\$	\$
<i>Depth of Cut for 30" DIP, 0 - 10' of length</i>				
379	0 - 8'	1 EA	\$	\$
380	8.01 - 10'	1 EA	\$	\$
381	10.01 - 12'	1 EA	\$	\$
382	12.01 - 14'	1 EA	\$	\$
383	14.01 - 16'	1 EA	\$	\$
384	16.01 - 18'	1 EA	\$	\$
385	18.01 - 20'	1 EA	\$	\$
386	20.01 - 22'	1 EA	\$	\$
387	22.01 - 24'	1 EA	\$	\$
388	24.01 - 26'	1 EA	\$	\$
<i>30" DIP Per LF over 10' of length</i>				
389	0 - 8'	1 LF	\$	\$
390	8.01 - 10'	1 LF	\$	\$
391	10.01 - 12'	1 LF	\$	\$
392	12.01 - 14'	1 LF		
393	14.01 - 16'	1 LF		
394	16.01 - 18'	1 LF	\$	\$
395	18.01 - 20'	1 LF	\$	\$
396	20.01 - 22'	1 LF	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
397	22.01 - 24'	1 LF	\$	\$
398	24.01 - 26'	1 LF	\$	\$
<i>Depth of Cut for 36" DIP, 0 - 10' of length</i>				
399	0 - 8'	1 EA	\$	\$
400	8.01 - 10'	1 EA	\$	\$
401	10.01 - 12'	1 EA	\$	\$
402	12.01 - 14'	1 EA	\$	\$
403	14.01 - 16'	1 EA	\$	\$
404	16.01 - 18'	1 EA	\$	\$
405	18.01 - 20'	1 EA	\$	\$
406	20.01 - 22'	1 EA	\$	\$
407	22.01 - 24'	1 EA	\$	\$
408	24.01 - 26'	1 EA	\$	\$
<i>36" DIP Per LF over 10' of length</i>				
409	0 - 8'	1 LF	\$	\$
410	8.01 - 10'	1 LF	\$	\$
411	10.01 - 12'	1 LF	\$	\$
412	12.01 - 14'	1 LF	\$	\$
413	14.01 - 16'	1 LF	\$	\$
414	16.01 - 18'	1 LF	\$	\$
415	18.01 - 20'	1 LF	\$	\$
416	20.01 - 22'	1 LF	\$	\$
417	22.01 - 24'	1 LF	\$	\$
418	24.01 - 26'	1 LF	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
<i>Depth of Cut for 42" DIP, 0 - 10' of length</i>				
419	0 - 8'	1 EA	\$	\$
420	8.01 - 10'	1 EA	\$	\$
421	10.01 - 12'	1 EA	\$	\$
422	12.01 - 14'	1 EA	\$	\$
423	14.01 - 16'	1 EA	\$	\$
424	16.01 - 18'	1 EA	\$	\$
425	18.01 - 20'	1 EA	\$	\$
426	20.01 - 22'	1 EA	\$	\$
427	22.01 - 24'	1 EA	\$	\$
428	24.01 - 26'	1 EA	\$	\$
<i>42" DIP Per LF over 10' of length</i>				
429	0 - 8'	1 LF	\$	\$
430	8.01 - 10'	1 LF	\$	\$
431	10.01 - 12'	1 LF	\$	\$
432	12.01 - 14'	1 LF	\$	\$
433	14.01 - 16'	1 LF	\$	\$
434	16.01 - 18'	1 LF	\$	\$
435	18.01 - 20'	1 LF	\$	\$
436	20.01 - 22'	1 LF	\$	\$
437	22.01 - 24'	1 LF	\$	\$
438	24.01 - 26'	1 LF	\$	\$
<i>Depth of Cut for 48" DIP, 0 - 10' of length</i>				
439	0 - 8'	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
440	8.01 - 10'	1 EA	\$	\$
441	10.01 - 12'	1 EA	\$	\$
442	12.01 - 14'	1 EA	\$	\$
443	14.01 - 16'	1 EA	\$	\$
444	16.01 - 18'	1 EA	\$	\$
445	18.01 - 20'	1 EA	\$	\$
446	20.01 - 22'	1 EA	\$	\$
447	22.01 - 24'	1 EA	\$	\$
448	24.01 - 26'	1 EA	\$	\$
<i>48" DIP Per LF over 10' of length</i>				
449	0 - 8'	1 LF	\$	\$
450	8.01 - 10'	1 LF	\$	\$
451	10.01 - 12'	1 LF	\$	\$
452	12.01 - 14'	1 LF	\$	\$
453	14.01 - 16'	1 LF	\$	\$
454	16.01 - 18'	1 LF	\$	\$
455	18.01 - 20'	1 LF	\$	\$
456	20.01 - 22'	1 LF	\$	\$
457	22.01 - 24'	1 LF	\$	\$
458	24.01 - 26'	1 LF	\$	\$
INTERNAL MECHANICAL POINT REPAIR				
459	8" Internal Seal	1 EA	\$	\$
460	10" Internal Seal	1 EA	\$	\$
461	12" Internal Seal	1 EA	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
462	14" Internal Seal	1 EA	\$	\$
463	15" Internal Seal	1 EA	\$	\$
464	16" Internal Seal	1 EA	\$	\$
465	18" Internal Seal	1 EA	\$	\$
466	21" Internal Seal	1 EA	\$	\$
467	24" Internal Seal	1 EA	\$	\$
468	27" Internal Seal	1 EA	\$	\$
Manhole Repair/Rehabilitation - UNPAVED AREAS				
469	Repair Manhole Bench/Table and Invert	100 EA	\$	\$
470	Remove and Replace existing Bench/Table and Invert	50 EA	\$	\$
471	48" diameter - Cementious Rehabilitation	150 VF	\$	\$
472	60" diameter - Cementious Rehabilitation	1 VF	\$	\$
473	72" diameter - Cementious Rehabilitation	1 VF	\$	\$
474	48" diameter - Epoxy/Urethane Rehabilitation	500 VF	\$	\$
475	60" diameter - Epoxy/Urethane Rehabilitation	1 VF	\$	\$
476	72" diameter - Epoxy/Urethane Rehabilitation	1 VF	\$	\$
477	48" diameter - Fiberglass Insert	1 VF	\$	\$
478	60" diameter - Fiberglass Insert	1 VF	\$	\$
479	72" diameter - Fiberglass Insert	1 VF	\$	\$
480	48" diameter - Polymer Cement Manhole	1 VF	\$	\$
481	60" diameter - Polymer Cement Manhole	1 VF	\$	\$
482	72" diameter - Polymer Cement Manhole	1 VF	\$	\$
483	Mortar Grout Lift Holes	500 EA	\$	\$
484	Mortar Grout Manhole Crack/Joints	1,500 LF	\$	\$

COMPANY NAME: _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
485	Pressure Grout Pipe Seal	1 EA	\$	\$
486	Pressure Grout Manhole Crack/Joint	1 EA	\$	\$
487	Grout used	1 GAL	\$	\$
Manhole Adjustment - UNPAVED AREAS				
488	Internal manhole Frame seal	1 EA	\$	\$
489	External manhole Frame seal	1 EA	\$	\$
490	Re-set existing manhole Frame & Cover	50 EA	\$	\$
491	Remove existing manhole Frame & Cover and replace w/ standard Frame & Cover	15 EA		
492	Remove existing manhole Frame & Cover and replace w/ watertight (bolt down) Frame & Cover	25 EA	\$	\$
493	Locate and expose buried manhole	100 EA	\$	\$
494	Adjust elevation of manhole Frame & Cover up to 1.0 feet using brick	100 EA	\$	\$
Install new cone				
495	48" diameter	50 EA	\$	\$
Install new cone- cast in place with bolt down ring and cover				
496	48" diameter	50 EA	\$	\$
Install flat top with bolt down ring and cover				
497	48" diameter	10 EA	\$	\$
498	60" diameter	2 EA	\$	\$
499	72" diameter	2 EA	\$	\$
Install 1.0' vertical riser precast manhole barrel section				
500	48" diameter	5 EA	\$	\$
501	60" diameter	1 EA	\$	\$
502	72" diameter	1 EA	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
Install 2.0' vertical riser precast manhole barrel section				
503	48" diameter	10 EA	\$	\$
504	60" diameter	1 EA	\$	\$
505	72" diameter	1 EA	\$	\$
Install 3.0' vertical riser precast manhole barrel section				
506	48" diameter	10 EA	\$	\$
507	60" diameter	1 EA		
508	72" diameter	1 EA	\$	\$
Install 4.0' vertical riser precast manhole barrel section				
509	48" diameter	10 EA	\$	\$
510	60" diameter	1 EA	\$	\$
511	72" diameter	1 EA	\$	\$
512	Lower existing manhole Frame & Cover elevation by up to 1.0 foot by removal of brick & re-install Frame & Cover	2 EA	\$	\$
Lower existing manhole Frame & Cover elevation by removal of precast manhole barrel section & re-install Frame & Cover				
513	1.0 vertical foot	1 EA	\$	\$
514	2.0 vertical foot	2 EA	\$	\$
515	3.0 vertical foot	5 EA	\$	\$
516	4.0 vertical foot	5 EA	\$	\$
Manhole Replacement/New Manhole Installation Unpaved Areas				
<i>48" diameter</i>				
517	0 - 8'	8 VF	\$	\$
518	8.01 - 10'	10 VF	\$	\$

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
519	10.01 - 12'	12 VF	\$	\$
520	12.01 - 14'	1 VF	\$	\$
521	14.01 - 16'	1 VF	\$	\$
522	16.01 - 18'	1 VF	\$	\$
523	18.01 - 20'	1 VF	\$	\$
524	20.01 - 22'	1 VF	\$	\$
525	22.01 - 24'	1 VF	\$	\$
526	24.01 - 26'	1 VF	\$	\$
<i>60" diameter</i>				
527	0 - 8'	1 VF	\$	\$
528	8.01 - 10'	1 VF	\$	\$
529	10.01 - 12'	1 VF	\$	\$
530	12.01 - 14'	1 VF	\$	\$
531	14.01 - 16'	1 VF	\$	\$
532	16.01 - 18'	1 VF	\$	\$
533	18.01 - 20'	1 VF	\$	\$
534	20.01 - 22'	1 VF	\$	\$
535	22.01 - 24'	1 VF	\$	\$
536	24.01 - 26'	1 VF	\$	\$
<i>72" diameter</i>				
537	0 - 8'	1 VF	\$	\$
538	8.01 - 10'	1 VF	\$	\$
539	10.01 - 12'	1 VF	\$	\$
540	12.01 - 14'	1 VF	\$	\$
541	14.01 - 16'	1 VF	\$	\$

COMPANY NAME: _____

Failure to return this page as part of bid document may result in bid being deemed non-responsive.

BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
542	16.01 - 18'	1 VF	\$	\$
543	18.01 - 20'	1 VF	\$	\$
544	20.01 - 22'	1 VF	\$	\$
545	22.01 - 24'	1 VF	\$	\$
546	24.01 - 26'	1 VF	\$	\$
Miscellaneous				
547	Light Easement Clearing	1,000 SY	\$	\$
548	Heavy Easement Clearing	1,000 SY	\$	\$
549	Seed, Fertilize, and Straw	1,000 SY	\$	\$
550	Decorative Ground Cover (pine straw, mulch, stone)	1,000 SY	\$	\$
551	Solid Sod	500 SY	\$	\$
552	Top Soil in place	10 CY	\$	\$
553	Back Fill (sand / clay)	25 TON	\$	\$
554	Remove and Reset Fencing	75 LF	\$	\$
555	Remove and install new fence (chain-link, wood, privacy)	75 LF	\$	\$
556	Remove and replace curb and gutter	30 LF	\$	\$
557	Remove and replace concrete sidewalk	20 SY	\$	\$
558	Remove and replace driveways	20 SY	\$	\$
559	Stone Bedding and Backfill	250 TON	\$	\$
560	Surface stone for site access	20 TON	\$	\$
561	Rip rap Type III	1,000 TON	\$	\$
562	Rip rap Type I	500 TON	\$	\$
563	Standard slope matting	100 SY	\$	\$
564	Remove and replace asphalt roadway	450 SY	\$	\$

COMPANY NAME: _____

Failure to return this page as part of bid document may result in bid being deemed non-responsive.

BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
565	Concrete surface restoration	100 SY	\$	\$
566	Remove and replace roadway concrete subbase	20 SY	\$	\$
567	Remove and replace roadway crushed rock subbase	150 SY	\$	\$
568	Tree save/orange fence	100 LF	\$	\$
569	Hay Bales	4 EA	\$	\$
570	Silt Fencing - Type "A"	300 LF	\$	\$
571	Silt Fencing - Type "C"	1 LF	\$	\$
572	Roadway for temporary access	2,000 SY	\$	\$
573	Temporary Creek/Ditch Crossing	4 EA	\$	\$
Contingency Costs - Additional Work				
<i>Labor & Materials</i>				
574	Cost plus percentage not to exceed 10%			%
TOTAL			\$	

NOTE: All pricing submitted should be rounded to the nearest 2 decimal places.

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 on January 01, 2023, or upon award.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease will be a part of a renewal option, please note this in the space provided together with an explanation.

Option 1 Renewal ___% Increase ___% Decrease Option 2 Renewal ___% Increase ___% Decrease

Option 3 Renewal ___% Increase ___% Decrease Option 4 Renewal ___% Increase ___% Decrease

Explanation: _____

COMPANY NAME: _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

BID SCHEDULE CONTINUED

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

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

Certification Of Non-Collusion in Bid Preparation _____
Signature Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy OCGA § 13-10-91 and Rule 300-10-1-02, in all manner, and such are conditions of the contract.

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 ninety (90) 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.

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.

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.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)
Federal Tax ID _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

BID SCHEDULE CONTINUED

E-mail address _____

List Satellite Offices, If Any: _____

Indicate Location(S) From Which Services for This Project Will Be Staged: _____

Location of Project Office: _____

Location of Proposed Project Manager: _____

*Project Manager's Total # Years of Similar Experience: _____

Specify *Project Manager's Primary Role on Similar Project: _____

Brief History of Firm: _____

Describe Business Activities: _____

Size of Firm: _____

Employees: _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

BID SCHEDULE CONTINUED

List Officers (Name and Title): _____

Name	Title
Name	Title
Name	Title

Affiliates, If Any: _____

Subsidiaries, If Any: _____

Ownership: _____

OTHER CORPORATE DATA AS DEEMED PERTINENT: Project teams are acceptable, provided a single firm or entity is designated as the lead Respondent with overall project accountability. If an association with other firms or entities is proposed, describe the working relationship, identify specific areas of responsibility of each firm, and identify the lead firm that will have overall project accountability, as well as any specific past experiences with said firm(s) and the working relationship:

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) detailed references where work of a similar size and scope has been completed. *Experience with design and operation of temporary bypass pumping systems is required and should be clearly detailed below. References provided should clearly demonstrate Contractor’s ability to provide services as outlined in this request for bid. Failure to provide reference information that is correct, current and easily verifiable may result in bid being deemed non-responsive.

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 Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____



BL092-22, Provision of Sanitary Sewer and Force Main Rehabilitation Program 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 <input checked="" type="checkbox"/> one box below)
<input type="checkbox"/> No information to disclose <i>(complete only section 4 below)</i>
<input type="checkbox"/> Disclosed information below <i>(complete section 3 & section 4 below)</i>

3. (if additional space is required, please attach list)	
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

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



Solicitation Name & No. BL092-22, Provision of Sanitary Sewer and Force Main Rehabilitation Program on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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 BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

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

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

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

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

Gwinnett County, Georgia

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

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

ATTEST:

	(Principal)
(Principal Secretary)	By: _____
(SEAL)	(Address)

(Witness as to Principal)

(Address)

	(Surety)
ATTEST:	By: _____
	(Attorney-in-Fact)
Resident or Nonresident Agent	(Address)
(SEAL)	_____

(Witness as to Surety)

(Address)

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

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

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.

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]

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.

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

_____ Dollars

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

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

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

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

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

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By: _____

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

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

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

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) \$1,000,000 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. Professional Liability Insurance - \$5,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

Coverage which meets or exceeds the minimum requirements shall be maintained, purchased annually, in full force and effect until three (3) years past completion of the entire construction phase unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the ENGINEER shall notify the Insurance Manager. If the Director of the Department for which the ENGINEER is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonable upheld, the ENGINEER may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability and Auto 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-10 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-10 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability
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 coverage 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.

Rev 06/11

**GIS DIGITAL DATA ACKNOWLEDGEMENT LETTER
GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES**

This is an acknowledgement that the digital GIS data that was received by

Company Name

is for the sole intent of use for the current DWR contract project titled

DWR Project Name

DWR Project Number

This data received from Gwinnett County Water Resources shall be used for the benefit of DWR and not for personal gain. If it is deemed that the data was utilized for personal gain, then DWR reserves the right to back charge for the files received or eliminate your firm from receiving future digital data files.

Non-warranty of data:

ALL DATA ARE PROVIDED AS IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Gwinnett County does not warrant the accuracy or the currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied.

DIGITAL GIS DATA RECEIVED BY:

Print Name and Title

Signature

Date

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

BL092-22

Buyer Initials: BB

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE

*****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. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
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.

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

II. DELIVERY

- A. Each 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.

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, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

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.

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

Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay 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 the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects.

Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and

subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

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

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 Enhancements for 2013, 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 Enhancements for 2013. 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 Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of 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 Enhancements for 2013 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 Enhancements for 2013, 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 Enhancements for 2013 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).

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be

manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors 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. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

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

XXXIV.ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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