



February 15, 2023

**RP012-23
REQUEST FOR PROPOSAL**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Consultants for **Demand Professional Services for Parks and Recreation on an Annual Contract** with four (4) options to renew for the Gwinnett County Department of Community Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on March 15, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 p.m. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A Webex pre-proposal meeting is scheduled for **10:00 A.M. local time on February 23, 2023**. To access, dial 1-408-418-9388, enter Access Code 2343 004 0647. All interested parties are urged to attend. Questions regarding proposals should be directed to Jake Scarpone, Purchasing Associate II, at Jake.Scarpone@gwinnettcounty.com or by calling 770-822-8722 **no later than 3:00 P.M. on February 24, 2023**. Proposals are legal and binding upon the Consultant when submitted. One unbound single-sided original, four (4) exact copies, and one electronic pdf copy on flash drive should be submitted.

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

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

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

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

Jake Scarpone
Purchasing Associate II

The following pages should be returned with your proposal:

**Fee Schedule, Page 26-27
(To be submitted in a separate sealed envelope)
Consultant Information, Page 28
References, Page 29-30
List of Subcontractors, Page 31
Contractor Affidavit, Page 32
Ethics Affidavit, Page 33**

**REQUEST FOR PROPOSAL
DEMAND PROFESSIONAL SERVICES FOR PARKS AND RECREATION**

I. GENERAL SCOPE

A. The Gwinnett County Department of Community Services, Parks & Recreation Division (GCP&R) hereby requests Proposals for Consultant Demand Professional Services for the GCP&R. This submission will result in an annual contract with four (4) options to renew. It is anticipated that a minimum of three (3) firms will be selected for an annual contract. Prime consultants/project managers may be Landscape Architects, Civil Engineers or Architects with a proven capacity to lead and exercise quality control over multi-disciplinary design efforts. This submission will assist GCP&R in selecting firms to provide demand service support for GCP&R in its implementation of its Special Purpose Local Option Sales Tax (SPLOST) and other capital programs. The 2017 SPLOST Program will have an emphasis on the renovation and rehabilitation of existing park buildings and outdoor facilities as well as Park Master Planning services. Responding firms must demonstrate the capability to utilize County provided G.I.S. data and move that data into an AutoCAD environment. In all instances in this R.F.P. where G.I.S. capabilities or products are described, proposers are to note that they must possess ArcMap version 10.8.1 or higher with plans during the duration of this contract to migrate to ArcGISPro 2.8.0. In all instances where AutoCAD or .dwg is mentioned, proposers must note that the client is now in version 2021. Proposers must update their software versions to match upgrades of the client's software over the time period envisioned in this R.F.P. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an "as-needed" basis. GCP&R needs sufficient information to determine that your firm is adequately staffed and capable of providing "as-needed" professional services for design, renovation, construction documentation and construction administration projects. The selected firm (firms) will be expected to utilize and adhere to the Department's Design Standards, and to review and suggest improvements to the standards where needed. Typical projects which might be assigned include the provision of design and construction administration services for:

- Sportsfield design, rehabilitation and construction including irrigation design and lighting design
- Park building design, renovation & construction for restroom, storage, community center, gymnasium, concession buildings. Site design such as park plazas, drainage and planter improvements, trail (both hard surface and soft surface), playgrounds, picnic facilities, etc.
- Design, construction and location documents for interpretive, directional and other signage.
- Boundary and topographic surveys; as-built drawings for all assigned projects.
- Court layout and design for tennis courts, basketball courts, sand volleyball courts, futsal (court soccer), etc.
- Design and construction documents for re-roofing existing park structures according to County building standards.
- Utility systems for above projects including power, lighting, septic, sewer, water, irrigation, phone, internet, etc.
- Vehicular and pedestrian circulation systems; roads, parking lots, sidewalks, etc.

- Storm water basin design, hydrology studies, bio-retention ponds, surface and subsurface drainage projects, etc.
- Greenway routing studies, design and construction documents including trailheads, bridges, boardwalks, paved and soft-surface trails.
- Design of site lighting modifications to increase energy efficiency, including transitioning to LED lighting fixtures.
- Indoor and Outdoor Aquatics facilities, filter systems, mechanical systems, control systems, de-humidification, HVAC systems, pool shells, appurtenances, and other aquatic impacted areas.
- Reforestation of underutilized maintained areas (low recreational value) and restoration (soil engineering, sub-surface drainage, etc.) of highly utilized turf areas. The Department has adopted policies of using reforestation or meadow creation in place of managed turf for all areas for which a recreation use justification for regular mowing cannot be made. Selected consultants must be prepared to identify zones within park sites both needing significant landscape restoration and containing plant and animal species of high concern. It is usual for both meadow and reforestation zones flanking trails and roads to be framed by a mow strip as wide as our standard riding mowers that will allow the meadow and reforestation areas themselves to remain no-mow zones. We have many examples on various park sites and in our construction plan archives that can be shared with the selected consultants. In general, our Meadows are based on seeding with native annual and perennial grasses and wildflowers, with careful use of seasonally appropriate native cover crops during seasons when the native grasses and wildflowers cannot yet be seeded. Reforestation is generally done on sunny sites after the native grasses and wildflowers have become established, and planted in a mulched zone with a mix of native ferns and perennial wildflowers (corns, small pots, etc.) when the site is too sunny to be able to depend on the seed mixes germinating. In zones more proximate to recreation use areas with dependable sunlight, a mix of native perennial wildflowers may be more appropriate, with reforestation trees planted within the seeded and lightly mulched zone. The Reforestation techniques have varied markedly from project to project, but we have found that it is best to start with approximately 7-gal. trees, with sufficient root mass to sustain potential drought in the first year, plus with branches high enough on the trunk to survive being used by deer to remove the velvet from their antlers. Have the planting hole be augered with a 3' dia. auger (usually mounted to a skid steer) to 6" below full planting depth to provide better rain capture and looser soil for immediate root growth.
- Design and construction and bid document preparation for any kind of historic or interpretive exhibit.
- Various types of vehicular and pedestrian bridge design of all types of materials and spans.
- Park Master Planning services as outlined herein for active, passive, large or small parks or historic or archeological sites.
- Administration, Documentation & Record Retention required by State and Federal Grants including GA DNR RTP, LWCF and/or CDBG Grants, as needed.

Professional services for GCP&R projects are procured through an individual RFP process or through the demand services contract process. The specific contracting vehicle depends on the relative size of the project, complexity of the project, required completion schedule of

project, and specialized requirements of the project. It is envisioned that the following services may be procured through the demand service contract process, when appropriate.

B. Description of Services

- 1. Overall Project Coordination:** The prime consultant will be responsible for the overall administration of all design work and construction administration services, in consort with the owner, so that the design and construction processes are executed in an efficient and cost-effective manner within the design budget and construction schedule. The prime consultant will be responsible for establishing and maintaining project design development time schedules. Regular project review meetings will be scheduled with the owner to provide the opportunity to review, update and monitor progress against the design objective and construction schedule. The County will not pay for errors of omission or corrections in the construction document phase. The prime consultant will also be responsible for the assignment of the consultant's project manager for each project. The prime consultant will be responsible for all billing of any and all sub-consultants.
- 2. Cost Estimating:** The consultant will have the benefit of proposed project budgets provided by the owner to assist in setting project budget goals. Cost estimates of both design cost and construction cost will have to be developed for each project assigned as a method of insuring budgetary discipline throughout the project development process. A Memorandum of Scope will be prepared by the prime consultant for each project assigned that details the scope of services to be provided by the consultant along with an estimate of fees based upon hourly rates established by the contract. Fees above the amount established in the Memorandum of Scope will not be allowed unless approved by the Department in writing.
- 3. Value Engineering:** The Consultant will assist the owner and the selected contractors in achieving the greatest value for the least cost. This will include considering attributes of materials and systems that transcend first cost, i.e. useful life, maintainability, ease of services etc. The consultant will be expected to emphasize value engineering in the design period and utilize value engineering in the construction administration period when decisions are made regarding "or equal" status and supplemental agreements. The Consultant will adhere to the Design Standards established by Gwinnett County unless approved design alternative is accepted by the County.
- 4. Boundary and Topographic Surveys:** The Consultant will be expected to provide boundary surveys, legal descriptions, recombination plats, topographic surveys (using field run ground or air or existing aerial data) and detailed surveys of as-built conditions.
- 5. Park Master Planning Services:** The park facilities to be planned will include a diverse range of active and passive recreational opportunities for a wide range of age groups. Typical facilities which will be included in differing mixes on various sites include but are not limited to: softball fields, youth baseball fields, tennis courts, football fields, soccer fields, field lights, basketball/multi-purpose courts, volleyball courts, disc golf courses, picnic facilities, playgrounds, community centers, gyms, family aquatics complexes, unstructured open field play space, woodland preserves, ponds, pedestrian and vehicular systems, multi-purpose trails (walking-jogging-biking-rollerblading), nature trails, greenway corridors/trails, historic sites and buildings, outdoor splash pads or interactive fountains and support buildings (concession, restroom, maintenance, etc.). The depth and extent of planning services will vary by assignment from feasibility studies requiring quickly produced sketch plans (two to four week projects) to full park master plans developed in consort with staff and Citizen Steering Committees (four to nine month projects).

The existing Park Master Plans are available for viewing on the County's website.

The consultant must become familiar with a variety of aesthetic and functional development criteria currently in use within the Gwinnett County park system. The consultants will be expected to tour existing park facilities and study previous park plans and construction documents as needed to gain such acquaintance. The consultants must utilize any designated standard designs made available by the County.

Once consultant selection is finalized and contract is awarded, the Project Managers from the selected consultant firms must attend two (2) days of park system tours. Staff will schedule a **Consultant's Kick-Off Meeting** for which attendance is mandatory. At the Kick-Off meeting we will: Introduce staff; tour the County's office to show locations of project flat files; describe the County's ftp site; describe invoicing format requirements; distribute copies of comprehensive planning reports and some park design standards, describe the anticipated specific projects and potential project types for the 2017 Sales Tax Program; schedule the two days of **Consultant Park System Tours**. The purpose of these tours is to ensure that consultants benefit from knowledge of the standardization of planning features observable in the parks constructed in the last decade. The County will provide transportation for the tours and will conduct the tours on the weekend if that is the preference of the majority of selected consultant firms. The cost of the tours will be included in the first invoice prepared for the consultant's first assignment. Consultant firms may send more than one person on the Consultant Park System Tours at their own expense.

County Provided Services: The following information will be made available to the selected consultants for use in the Master Planning of projects. The County will utilize in-house resources as well as survey and geotechnical consultants under separate agreements to obtain these products.

Boundary surveys prepared by surveyors under separate agreements. Boundary survey data will usually be provided in AutoCAD .dwg format.

Topographic information (two-foot contours) from aerial photogrammetric data found in the County's GIS database. Topography and all other data obtained from County G.I.S. will be provided in Geodatabase or .shp files with aerial photography. **The County is currently using ArcMap 10.8.1.**

Geotechnical analysis of the sites if such is available. The geotechnical report will include borings that have been analyzed for depth of refusal and water table level in order to inform the grading and site planning elements of the required plans.

The 2020 Comprehensive Parks & Recreation Master Plan

The Gwinnett Countywide Trails Master Plan Technical Report

The 2012 Gwinnett County Parks and Recreation Survey

The 2017 Gwinnett County Parks & Recreation Capital Improvement Plan Update.

The consultant shall not be limited to the data sources listed above but shall be expected to seek additional input from whichever sources are deemed necessary to accomplish the goals of the project, especially data derived from other planning projects initiated during the course of earlier capital programs and or of capital projects by this or any other governmental entity within Gwinnett County.

Public Input Process: Some of the planning assignments will include public input meetings and the involvement of a Citizen Steering Committee. The consultants must be available to make presentations to the general public, Citizen Steering Committees, the Gwinnett County Recreation Authority and the Gwinnett County Board of Commissioners and be available to attend meetings with staff to exchange information and review work progress. The

consultants must be available for such meetings during normal working hours, evenings and weekends, as dictated by the nature of the meetings or presentations. The consultant must prepare meeting minutes for all meetings they attend. Minutes for Steering Committee meetings must include the meeting purpose, roster of attendees, issues covered, recorded votes, priority lists, meeting time and date. **Note: All graphic plans or other documents presented at any park planning meeting in large format presentation boards (24" x 36" minimum) must also be made available in either 8.5" x 11", 8.5" x 14" or 11" x 17" formats in sufficient numbers to provision all anticipated attendees and/or committee members plus staff. If only small format graphics are presented, the consultant must bring sufficient copies for all meeting attendees (typically committee members and staff). If the consultant has prepared graphics that can only be clearly understood in color, then ALL copies distributed must be in color. In addition to the graphic products & prints that are prepared for the various meetings described below, the consultant must provide graphic products (in print and/or digital format) as needed (for example, enlargements for clarification purposes, preliminary stages of various graphics, etc.) to advance the planning project throughout the duration of any given planning assignment.**

The following narrative is intended to describe a typical scenario for a complete park master planning process with its public input process. However, more meetings than are described may be required to plan some parks and consultant/staff working meetings are not described.

The selected consultant shall participate in the presentations and workshops with a citizen steering committee. The County shall schedule a **Public Input Kick-Off Meeting**. Gwinnett County will advertise for a public meeting through the distribution of flyers in the schools serving adjacent neighborhoods and through other means. At this meeting County staff will describe the master planning process and solicit from the attendees a list of candidates for inclusion in the citizen steering committee. Additionally, the County will distribute Community Interest Forms upon which attendees list and prioritize their recreation preferences and concerns. The consultant's primary responsibility in meeting #1 will be to provide informative graphics, prepare meeting minutes, receive the Community Interest Forms and collate the data provided on those forms. The informative graphics required of the consultant at this meeting consist of a minimum of four boards (24" x 36" minimum) displaying: the base sheet for the specific park showing boundary, adjacent roads, topography, hydrology, and significant existing site features (ponds, buildings, power line corridors, etc.); 1955 aerial photography; 1972 aerial photography; the most current aerial photography available from Gwinnett County G.I.S. unit. **Gwinnett County will provide digital files with the 1955, 1972 and current aerial photography for the consultant's use.** The consultant must superimpose the park boundary on the aerial photography boards. If the consultant can obtain earlier aerial photography than 1955, they are encouraged to do so. At **this** meeting, the consultant must bring reduced copies of **the base sheet only**, not the various aerial views, for the number of attendees anticipated.

County staff will form from the list of interested candidates the membership of the Steering Committee. Staff will then call committee members to announce a **Scheduling Meeting**. At this meeting the consultant must attend to assist in developing subsequent meeting dates.

NOTE: Consultants are advised that they must deliver all work products to the County for review and comment a minimum of five (5) working days prior to scheduled public or committee meetings. Delivery can be by means of email of .pdf, .dwg, .doc and .xls documents, or overnight delivery of digital files on compact disk, or hand delivery of paper graphic products. After receipt of comments from the County, consultants must deliver collated sets of printed approved graphics to the County a minimum of three (3) working

days prior to scheduled public or committee meetings for County staff to mail to committee members. If consultants do not meet the "three day prior" requirement they must be responsible for all costs and labor required to mail graphics packages directly to steering committee members. Consultants must incorporate this deliverable requirement into their considerations when working with staff and committee members to schedule master plan meeting dates.

NOTE: All plans graphics presented must include, in addition to purpose specific graphics, the park's name, a graphic scale, date, north arrow, notation showing total park acreage, names of all roads shown, consultant firm's name and client's name (Gwinnett County Department of Community Services). The Preliminary and Final Master Plan graphics must also contain a chart showing proposed parking count by park feature and total parking count for the park.

At the next steering committee meeting, the consultant will attend and assist County staff on a tour of developed parks and park facilities (similar to the intended facilities for the park being planned) and a tour of the proposed park facility site. We may spend one day (site and facilities in one day) or two complete days (facilities one day, site the next) on the Park System Tours depending on the size of the park or nature of the facilities to be toured. Tours are usually scheduled for Saturdays. Gwinnett County provides either a van or bus and driver. We will assemble at 8:30 a.m., eat lunch at a restaurant on the road, and conclude between 3:00 p.m. and 7:00 p.m. The consultant must have base plan graphics with topo lines for the committee & staff.

At the next steering committee meeting, the consultant shall present the site **Inventory and Analysis Graphics** and facilitates a committee discussion to obtain from staff and the committee the principle recreation program desires to form the **Site Development Program**.

At the next steering committee meeting the consultant shall present a minimum of three (3) **Alternative Conceptual Plans** showing varying spatial arrangements of facilities listed in the previously arrived at Site Development Program. At this point the purpose of the meeting is to work on seeking consensus for a concept or hybrid of concepts that can be further refined (by means of Committee and Staff comments) into the preliminary master plan. If we are unable to reach a consensus on the Alternative Concept Plans, the Consultant must prepare a **Hybrid Conceptual Plan** for presentation at the next steering committee meeting. Once consensus has been reached, the consultant will take the comments received from the presentation of the Alternative Conceptual Plans or the Hybrid Conceptual Plan and refine those concepts into the Preliminary Master Plan.

At the next steering committee meeting, the consultant will present the **Preliminary Master Plan** & cost estimate and describe how it was developed from plan concepts previously accepted by the steering committee. Additional comments and opportunities for refinement will be granted to the steering committee and staff. The preliminary master plan must include a completed grading scheme with **cut/fill calculations shown on the plan**. All site features must be illustrative and in scale. The preliminary plan must display and the consultant must be prepared to discuss: all proposed park program elements, parking counts, field dimensions, **trail lengths, proposed utility routes (especially for water and sanitary sewer provision)**, park vehicular entrance location and associated road improvements. If the committee approves the preliminary master plan, the consultant further refines that plan using committee and staff comments into the final master plan. If staff has a good sense of what the committee might choose for phase one elements, the consultant must prepare a preliminary phase one cost estimate for the next meeting that can be used to provide rapid answers for likely phase 1 contingencies.

At the next steering committee meeting, the proposed **Final Master Plan and Final Cost Estimate** are presented. Further refinements to the plan may be required, but it is usually the case that very few additional refinements are requested by staff or the committee on the master plan graphic at this point unless they are in the nature of error correction or clarification. Most of the time at this meeting is spent by the committee on park facilities development prioritization using the consultant's cost estimate as their primary tool. The cost estimate must be broken out both by element line item and by park feature/sector sub-total. The park's **essential core infrastructure** (park entrance improvements, connection to sewer, water, meters, lift stations, etc.) and other unavoidable initial costs (insurance, mobilization, fees) must be shown as the first section of the cost estimate as any potential facility costs must be added to the essential core infrastructure to demonstrate the cost for any conceivable first phase of construction. At this time the steering committee is polled to determine the committee's priorities for both complete park build-out and for phase one construction from amongst those elements not already identified as essential first phase core park infrastructure. The consultant must be prepared at this meeting to re-calculate costs as the committee will need their assistance to understand total costs for any desired combination of features that they may select for incorporation into a proposed first phase of development.

At the next meeting, the consultant must present the steering committee's Final Master Plan Graphic, Final Cost Estimate and Phasing Priorities to the **Gwinnett County Recreation Authority** at one of their scheduled meetings. If the Recreation Authority approves the recommendations, they will vote affirmatively to advance the recommendations to the B.O.C. for their approval.

6. **Building Design Services:** Anticipated building design may include but is not limited to building programming; architectural design of the building and designation of building equipment and accessories; design of building electrical, mechanical plumbing systems and coordination of security systems design. We require interior and exterior 3-dimensional modeling capability to identify conflicts between and among building systems and to convey design intent.
7. **Site Design Services:** Anticipated site design may include but is not limited to: the development of site plans, staking plans, erosion control plans and demolition plans; the design of required storm water detention facilities and the provision of necessary hydrology studies; design of vehicular and pedestrian circulation systems including bridge design or specification; roundabouts or signalized intersection design; design of storm and sanitary sewer needed to service the building or site; design of a balanced grading plan with the provision of cut and fill calculations; design for the provision of all water, telephone, electric and gas service to park facilities; design of landscape planting and irrigation: design of outdoor hardscaped spaces or structures associated with building, athletic and recreation facilities; design of exterior security, field, court and pedestrian system lighting and the coordination of the efforts of the relevant electrical company's provision of street and parking lot lighting.
8. **Project Construction Services:** Anticipated construction administration and pre-construction services may include but are not limited to: acquisition of building and site development permits (this does not include paying the associated fees); attendance at pre-bid conferences as required: evaluation of bids and review of references along with a written recommendation for contract awards; conducting pre-construction conferences as required; scheduling regular inspections of sites and attendance at scheduled site meetings; recording and distributing written minutes and or site reports, observation of contractors operations and work to determine: compliance with plans and specifications, quality of

workmanship and progress; provision of written report to the owner every two (2) weeks until final acceptance of work; review of shop drawings and other contractor's submissions; processing of payment applications, lien waivers, permit acquisitions, occupancy certificates, and warranty packages; provision of revised plans to compensate for construction problems which arise due to an insufficiency of information on the construction documents; work with contractors and make recommendations to owner to resolve conflicts and problems that may arise during the course of the project; evaluation of requests for changes in the project, exclusive of design services, and recommendation supplemental agreements when warranted; participation in the final inspection of the project for compliance to contract documents and preparation of punchlists, and processing of all closeout documents required.

C. **Products and Process**

Project scope for annual contract assignments will vary significantly. Section I.-C outlines what will be expected for a typical large-scale project. Elements of section I.-C will apply to all projects performed under this annual contract. Many smaller assignments will have far fewer stages and reporting requirements, in which the selected consultant will work only with a specific staff project manager.

The following information will be made available to the successful consultant for its use in the development of construction documents for the project.

- (1) Geotechnical analysis of the site will be required to determine the engineering/ bearing characteristics of the soil and water table for building foundation and road and parking lot construction, and to determine location of rock in cuts and along pipelines. Geotechnical services and analysis will be provided and paid by the County through its annual contracts. The geotechnical analysis will be provided to the successful consultant. The Consultant shall be responsible for determining the locations of borings necessary to assure a high level of confidence in consultant's estimated costs.
- (2) Complete G.I.S. digital file for use by the Consultant, photography and shape files – for information.
- (3) County standard details (AutoCAD) for park elements that apply to this project.
- (4) Boundary survey (AutoCAD).

The Consultant shall not be limited to the data sources listed above but shall be expected to seek additional input from whichever sources are deemed necessary to accomplish the goals of the project.

Upon receiving Notice to Proceed, the Consultant is expected to review all base data provided by the County and prepare for an initial kick-off meeting with the County. This meeting will be used to assure complete understanding of the master plan and the scope of development and to prepare the initial schedule for the development of the construction documents. Consultant is expected to prepare for the initial Kick-off meeting by completing the following tasks:

- (1) Review master plan and base map
- (2) Visit Site to assess conditions
- (3) Evaluate existing utilities
- (4) Evaluate parking requirements
- (5) Prepare List of Issues and Questions
- (6) Outline Permitting Process(es)

Consultant shall meet with the County staff and Program Management (the Program Management staff will be part of the County team for larger projects, with consultants reporting to County Staff only on smaller projects) team in a Kick-off meeting to accomplish the following tasks:

- (1) Review and discuss the Scope and Budget
- (2) Discuss and resolve issues and questions
- (3) Discuss Architectural and Site components
- (4) Discuss Utility needs and conditions
- (5) Receive additional base data
- (6) Review the required permits and the process for securing additional permits
- (7) Prepare initial Schedule

In addition to Park Master Planning (when required) the design process will include the following phases: Preliminary Design; Design Development; Construction Documents; Bid/Award; Construction Administration; and Final Deliverables. Consultant shall not proceed with a subsequent phase until receiving notice from the County.

D. Park Master Planning

1. Site Inventory & Analysis: The consultant must inventory and analyze the site's soils, slope, vegetation, hydrology, and physical features to the extent necessary to provide a sound basis for the preparation of a park master plan. Separate sheets must be prepared for soils, topography/hydrology, vegetation, and general opportunities & constraints. The topography/hydrology graphic must, at a minimum, utilize a combination of information obtained from County GIS data and field observations by the consultant. **The hydrology analysis must be informed by field reconnaissance to confirm that all streams with flowing water are correctly noted (all blue water streams shown on U.S.G.S. quad. maps are confirmed as flowing and all valleys are checked to see if they contain flowing streams not shown on U.S.G.S. quad maps).** The slope analysis must contain breakpoints at 5% and 10% slopes plus whichever other breakpoints the consultant chooses to provide. The soils analysis must utilize and interpret the data found in the "Soil Survey for Gwinnett County" published by the USDA and must highlight hydric soils and soils known to be underlain by shallow rock. The vegetation graphic must include vegetation type boundaries obtained from field observation augmented by aerial photography data available from County GIS. The consultant must deliver an analytical graphic that includes graphic and narrative description of the distinctive types and ages of vegetative cover on the site (for example, old field succession phase, young pine, mixed pine/hardwood, upland oak-hickory forest, riverine hardwood, palustrine evergreens, etc.). The general opportunities/constraints graphic must address: availability of principal utilities (gas, potable water, sewer, electrical, phone) from all right-of-ways to the site; anticipated vehicular access issues from all right-of-ways; potential buffering issues due to adjacent land uses; any potential safety concerns (for example, adjacency to rail-road tracks); issues associated with scenic views, historic/archeological resources or other similar features which might be unique to a particular site. The consultant must present the inventory/analysis graphics in color and must distribute reduced copies (8.5"x11" to 11"x17") of these graphics to staff and steering committee members at the meeting when this data is first presented. Any historical or archeological analysis requested must be completed and delivered in transmissible (.pdf) report format during the Inventory/Analysis phase of the work in order that steering

committee members, staff and design consultants can benefit from the information **PRIOR TO DEVELOPMENT OF THE ALTERNATIVE CONCEPTUAL PLANS.**

- 2. Conceptual Development:** The consultant must prepare at least three alternative conceptual plans that graphically depict the variety of program components and their approximate spatial requirements. The sketch plans must describe the relationships of program items to site opportunities and constraints, the logic of each program area's relationship to adjacent areas and the relationship of program items to pedestrian and vehicular circulation systems.

NOTE: Areas of anticipated cut or fill slopes separating developed plateaus, floodplains, wetlands, stream buffers and future storm water cleansing/detention spaces must be portrayed. Depiction of these features is critical to insure that committee members understand early in the design process the consequences of park development on steep terrain and near streams, wetlands or floodplains. It must be shown that these features occupy space that is therefore not available for facilities development.

The consultant must present concept plan graphics in color and must distribute reduced copies (8.5"x11" to 11"x17") of these graphics to staff and steering committee members at the meeting when this data is first presented.

If none of the alternative conceptual plans presented is chosen for further refinement into the Preliminary Master Plan, the consultant shall prepare a fourth, hybrid conceptual plan that incorporates the comments received on the conceptual plans. The Hybrid plan graphics deliverables are the same as for conceptual plans.

- 3. Preliminary Master Plan:** After receiving comments and approval of the committee for either the Conceptual Plan or Hybrid Conceptual Plan, the consultant shall prepare and present the Preliminary Master Plan. This plan must be in color, to scale, must incorporate a grading study and cut/fill calculations and a preliminary cost estimate (Excel spreadsheet format to be digitally delivered to the County for early review prior to the committee meeting) for all work associated with complete construction of the planned park. The Consultant shall make note of requested refinements and revisions for incorporation into the final Master Plan.

PHASE 1 BUDGET CONTINGENCIES: If there is a known phase one budget for a specific project and the consultants and staff have a good sense of what the committee might choose for phase one elements after approval of the preliminary master plan, the consultant must prepare a preliminary phase one cost estimate. The phase 1 cost estimate must be available for the next meeting so that it can be used to provide rapid answers for likely phase 1 prioritization and budgeting questions and discussions. This cost estimate will become a point of departure for committee recommendations and is therefore very likely to be altered by the committee. It is critical that the consultant's phase one cost estimate include the cost for the core park infrastructure, grading, parking and drive paving associated with the likely phase 1 development. The consultant must place an emphasis on considering the budgetary ramifications of achieving balanced cut and fill for the first phase.

- 4. Final Master Plan:** The consultant shall present the Final Master Plan graphic and cost estimate to the Citizen Steering Committee. At this meeting, the focus of Citizen Steering Committee activity will be determining recommendations for park construction phasing. If there is no identified first phase budget, the committee's recommended master plan graphic and park element phasing priorities will be presented to the Gwinnett County Recreation. After final approval by these bodies, the consultant shall prepare and provide all project deliverables. The consultant must prepare draft and final versions of a Master Plan Report commencing with delivery of one copy (printed without binding plus .pdf file) of a Draft master plan report for staff review and comment. The master plan report must include the

date of publication plus the names of the Board of Commissioners, the Citizen Steering Committee and senior departmental staff. The report must incorporate any graphic products and narrative generated by architects, graphic designers, G.I.S. specialist, archeologist, historians, civil and structural engineers who have contributed to the park's master plan. The corrected and approved report containing all plan graphics and report narrative must be delivered to the County in print (twenty bound copies and one un-bound copy, with all plan graphics in color) and in .pdf digital format (on compact disk). Additionally, a digital file for the final master plan graphic must be delivered in AutoCAD 2015 (.dwg format) on compact disk and shall include all proposed site plan elements (boundary survey, existing utilities, proposed utilities, notation of park acreage, roads, parking lots, buildings, comprehensive pedestrian system, walking/jogging trail, playgrounds, picnic pavilion, sports fields with fences, light poles, support buildings, existing and proposed contours, etc.) in separate layers. The .dwg file must be formatted to facilitate the use by County staff of AutoCAD inquiry functions in subsequent analysis of the document, so layer separation and appropriate scale must be present and no x-reference files shall be allowed. Layer assignments will be coordinated with the selected consultant. Deliverables shall also include: a full sized mounted (consultants must utilize the Plaque-Art process) colored rendering of the final Master Plan (24"x36" min); and a digital deliverable of the report in .pdf plus the County's current version of Word and Excel.

Additionally, a second .dwg deliverable of the park master plan must be produced in AutoCAD 2015 and should be labeled "GIS ready Master Plan". This digital deliverable file is intended to be pulled into a G.I.S. work session and therefore must be properly georeferenced (state plane coordinates) but stripped of annotation and existing contours to reveal only proposed contours and proposed design elements. The .dwg file must be "exploded" to eliminate closed polygons in the process of making it G.I.S. ready. If needed an example of a usable GIS ready Master Plan .dwg file will provided during the contract period to the selected consultant to ensure that the criteria for successful file preparation will be understood. The selected consultant must provide a draft version of this file for staff review and comment before making final corrections needed to insure the file's utility for use in G.I.S. analysis. The GIS ready master plan will only be demanded when the project master plan is approved and must be created and delivered immediately after the master plan graphic is approved by the Recreation Authority.

Phase One Planning and Planning Products: In instances where a phase 1 budget is available and the planning process has provided committee recommendation for phase 1 development, the consultant must prepare phase 1 planning products. One such product is the initial phase 1 cost estimate described above. After obtaining the committee's final master plan and first phase recommendations, the consultant must revise and complete the phase one cost estimate and prepare a modified master plan graphic. The Phase 1 master plan graphic must include only the elements chosen for the first phase development. The phase 1 graphic must be: in color; mounted at the same size as the large format complete master plan for use in presentations to the Recreation Authority and Staff; made available, like the complete master plan in reduced size copies along with the complete master plan for distribution at the presentations to the Recreation Authority and Board of Commissioners; included in the final master plan report.

Miscellaneous Studies, Site Assessments and Feasibility Studies: The assignments in this category do not involve working with a Citizen Steering Committee. Assignments in this category may require the consultant to complete assessments of properties for potential park use, assess greenway corridors for development or to develop quickly generated site plans with grading studies needed to support feasibility studies for potential park properties.

Some assignments may involve planning studies that provide final results as definitive as developed in a full-fledged master plan (final master plan graphics and cost estimates), but do not require citizen steering committee involvement or extensive report preparation.

- E. **Preliminary Design:** Consultant shall meet with County staff and Program Management team to determine the needs, and then prepare a preliminary design plan that must address all the concerns and issues and the results of any newly completed survey data.

Consultant shall obtain topographic survey of the entire property and any additional detailed data for the areas to be developed, as necessary. Consultant shall obtain all survey information necessary for accurate, complete construction plans. Consultant shall provide the following minimum expected deliverables in this phase:

- (1) Base Sheet: Compiled from: G.I.S. mapping and all survey data performed by the Consultant, tied to State Plane Coordinates; field investigation; utility investigations; aerial photos; architectural plan; roadway plans; and all other available data. Base sheet shall be prepared in electronic digital format compatible with AutoCAD Release 2015 (or later versions, as County software is updated), and shall utilize existing digital information provided to the maximum extent possible. Survey must locate and/or confirm locations of all specimen trees as defined by the Gwinnett County Buffer, Landscape and Tree Ordinance, amended December 11, 2007.
- (2) Consultant shall meet with County Certified Arborist to confirm specimen trees as needed.
- (3) Preliminary design layout for all elements of the project resolving all the open issues and recommendations from the Kick-off meeting, including development of site elements to minimize impacts to specimen trees.
- (4) Schematic element footprint(s) with raw utility needs, square footage, and program requirements.
- (5) Review of all available cost estimates and development of preliminary cost estimate that identifies all major components and elements of the project by unit cost and total cost for design items with allowances for all other costs. Cost contingency of 15% shall be added during this phase. Budget shall be compared with the project budget to identify all deficiencies or deviations.
- (6) Preliminary list of all drawings and specification sections anticipated for the final package, and standard Consultant specifications for all items anticipated in the design.
- (7) Conceptual utility routing and future lighting and power requirements. **NOTE:** It shall be the selected consultant's responsibility under this contract to plan and route all underground utilities to all receiving site and building elements. Symbolic arrows leaving routing to the contractor's discretion will not be allowed.
- (8) Conceptual grading/clearing plan, including identification of any required retaining walls.
- (9) Conceptual playground layouts and equipment.
- (10) Updated Issues List and Schedule.
- (11) List of all permits required.

Upon submittal of preliminary design deliverables, the Consultant shall make a formal presentation to the County to accomplish the following:

- (1) Review preliminary designs for comments and additional input.
- (2) Review possible adjustments to reduce impacts to specimen trees.
- (3) Review Cost Estimate and Budget to determine Construction Phasing, Scope and to make Value Engineering decisions.
- (4) Review utility requirements and costs.
- (5) Review architectural footprints and cost.
- (6) Evaluate grading and clearing limits and costs.
- (7) Resolve outstanding issues raised by the Consultant.
- (8) Review preliminary details of options and cost projections for unique items.
- (9) Identify locations for geotechnical borings by County contractor required to determine depth of rock, water table, soil conditions and foundation design parameters.
- (10) Proposed landscaping concepts and materials.
- (11) Discuss and present any other plans or information necessary to communicate the Consultant's design.

F. **Design Development:** Upon approval and acceptance of the preliminary design plan, proposed staging and finalized budget, the Consultant shall prepare the following minimum deliverables:

- (1) Revised Site layout plan.
- (2) Typical Site construction details.
- (3) Architectural plans, elevations, and details for the building elements
- (4) Grading and drainage layout.
- (5) Site clearing limits layout.
- (6) Playground layouts and equipment (contact Client for vendor recommendations).
- (7) Utility routing plan.
- (8) Site lighting details and layout – including interior roads and parking lots.
- (9) Proposed erosion control measures.
- (10) Materials list, samples and descriptions.
- (11) Landscaping and planting plan.
- (12) Storm water, stream buffer, and NPDES compliance details.
- (13) Outline of Specifications required.
- (14) Updated itemized cost estimate using a 10% contingency.
- (15) Special plans and details for all unique elements.
- (16) Developed layouts and elevation views of all retaining walls.
- (17) Updated Issues List and Schedule.
- (18) Preparation of applications and all necessary attachments for required permits from outside agencies – EPD, ACOE, etc., as required.

(19) All other plans and details necessary to convey Consultant's design.

Consultant shall present the design development package to the County in a formal presentation to receive input and final decisions on design and budget. **NOTE:** Upon obtaining acceptance by the County for the Design Development plans, the Consultant shall schedule a meeting between the Consultant Project Manager, Civil Engineer responsible for the grading and site plan. Senior Design Landscape Architect and County Project Manager to review the grading plan with the goal of seeking out opportunities to reduce clearing of existing forest and identifying the zones of the cleared and graded site for which reforestation shall be used as the landscape solution. Grading solutions including site retaining wall and increases in design slope will be considered to reduce initial clearing of existing forest. The landscape architect must present landscaping options for reforestation for wet (hydric), shady (mesic) and sunny (xeric) locations, including ground flora, understory trees species and canopy tree species in their reforestation solution.

G. **Construction Documents:** Upon acceptance of the Design Development and staging plans, the Consultant shall proceed to prepare final Construction Documents for the project:

- (1) Consultant shall submit and present 90% documents to the County in a formal presentation for review and comment. These documents shall include all drawings necessary to fully define the work to be done with this project, but are not limited to:
 - a) Grading and drainage plan
 - b) Provide a detailed outline of the as-built storm water survey requirements needed to satisfy the DWR final review process, including instruction for document submission to DWR. Include in the plans/specs the provision that any change order priced by the contractor must meet DWR requirements associated with their final review of the as-built storm and potable water infrastructure must be all inclusive, including the pricing for both the required construction work and the follow up revision to the as-built survey.
 - c) Clearing and grubbing plan
 - d) Tree protection plan
 - e) Planting layout plan and material list
 - f) Final utility routing plan with meter vault details, irrigation hookup and irrigation plan, and details
 - g) Final details for sanitary sewer lift station and force main connection to pump station at existing park
 - h) Final layout and details of playground equipment and drainage
 - i) Lighting layout plan
 - j) Final Architectural footprints and elevations
 - k) Final MEP drawings for building services
 - l) Structural wall details, including elevation views of entire lengths of walls
 - m) Details of the small shelters
 - n) Sections/Elevations as needed to illustrate the requirements of construction for all special and major elements

- o) Include in bid documents the requirements for the contractor to provide their own electricity and water by means of metered accounts with the relevant utilities, and the provision of a construction trailer on larger projects where a site office is needed. Additionally, the bid documents must describe the trailer and office utilities to be provided for program management staff if such staff is required to be on site.
 - p) Revisions, if necessary, to County, State and Federal agency permit applications, including applications for County and EPD Stream Buffer variances
 - q) Final cost estimate based on final quantities and unit costs of detailed elements of construction necessary to build the project (with 5% contingency)
 - r) Bid documents and Technical Specifications
 - s) Outline information for Bidding Advertisement
 - t) All other plans to fully define the scope of work of the construction documents
- (2) Consultant shall submit required documents to Gwinnett Planning & Development for permitting and shall make all revisions necessary to obtain approvals from all reviewers for approved permits.
 - (3) Consultant shall present set of 100% Construction Documents at least four weeks prior to date of Bid Advertisement. Bid Documents shall include all Plans and Specifications necessary to bid and construct the project. Coordination of final plans and specifications with the County Planning and Development Department is required. The Consultant shall be responsible for obtaining all review department approval signatures needed for obtaining development and building permits before the project is bid. As a result, the selected contractor will only have to obtain the building and development permits (the Consultant is not responsible for paying any development fees associated with project construction).
 - (4) County will review the Plans for compliance with all the previous decisions and directions given during the Design Phases.
- H. **Bid/Award Process:** The Consultant shall assist the County with the bidding process by providing the following services, as requested:
- (1) Provide deliverables stated below to County Project Manager
 - (2) Recommend and review List of Contractors
 - (3) Attend Pre-Bid Conference
 - (4) Respond to clarification questions
 - (5) Evaluate and submit addendum
 - (6) Assist in the review and evaluation of the bids
 - (7) If requested by the County, provide value engineering of the bids to achieve budget

- I. **Construction Administration:** The Consultant shall be an integral part with the County project manager and Program Management team in working with the selected contractor, ensuring the designs are implemented properly, arranged in logical sequence and in accord with local practices. Anticipated construction administration services include, but are not limited to, the following:
- (1) Provide deliverables of conformed documents stated below to Program Manager and Contractor
 - (2) Attend Pre-construction meeting
 - (3) Provide permit documents to Contractor as required
 - (4) Provide to the Program Manager and contractor a tabulation of all submittal packages for materials and/or equipment required by the specifications from the contractor, and a list of all attic stock to be provided by the Contractor.
 - (5) Coordinate with County Certified Arborist re-inspection of specimen trees and tree protection fencing, after installation and before land disturbance.
 - (6) Inspection of erosion and sedimentation installations by the Contractor to certify compliance with the plans to satisfy NPDES requirements before land disturbance.
 - (7) On-site construction meetings (average of once-a-month minimum) by the appropriate discipline, to assure compliance with plans and specifications.
 - (8) Attend, along with appropriate design discipline personnel as may be required, monthly site meetings.
 - (9) Provide digital grading plan to contractor if requested.
 - (10) Provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship and progress including a written report to County Program Manager once a month at a minimum until final acceptance of work
 - (11) Clarification of Requests for Information from Contractor
 - (12) Assist Program and Project Manager in working with contractor to make recommendations to resolve conflicts and problems that may arise during the course of the project
 - (13) Review shop drawings and other contractor's submittals
 - (14) Respond to contractor's request for change orders, when requested by Program Manager, and assist in evaluation of need.
 - (15) Provide revised plans to compensate for construction problems that arise due to an insufficiency or inaccuracy of information on the construction documents.
 - (16) Review contractor's applications for payment, when requested by Program Manager.
 - (17) Provide analysis and evaluation of all storm water detention ponds with as-constructed information provided by the contractor. Submit to County Storm Water Division of DWR to obtain as-built approval. Consultant shall provide for three as-built analyses to incorporate lacking information and/or remediation work to comply with requirements. **NOTE:** The Engineer responsible for the design of the detention pond OCS structure must inspect the structure immediately after it has been placed with all its weirs and orifices visible to ensure that the gross elements (orifices, weirs, pipe diameters, etc.) structure are as designed. This inspection is intended to occur during

the construction phase and is in addition to any inspection that would occur at the conclusion of construction.

(18) Develop, with the Program Manager, County, and all disciplines, Final Inspection punch list.

(19) After the first year of occupancy, a warranty inspection of all disciplines with the County and the contractor.

- J. **Opinion of Probable Cost:** The Consultant shall prepare detailed opinions of probable costs of the work and submit to the County for review and approval at the preliminary, design development and final design phases of the development of the construction documentation. These estimates shall be at a level of detail that includes specific materials, systems and quantities derived from the drawings, and quality and performance standards contained in the specifications. The Consultant is expected to develop cost estimates that will enable the County to determine those elements that can be accomplished within the budget established for this project. It may be necessary, however, to use these estimates to redefine the elements of the project, and/or to determine elements to be bid as alternates, to remain within the established budget. The final cost estimate shall contain a 10% contingency. Any revisions to the plans and specifications that may be required due to inaccurate cost estimates resulting in the project having to be rebid, will be the responsibility of the Consultant at no additional costs to the County.

The Consultant shall make presentations to County staff at each phase of design as outlined above and shall receive and incorporate comments into the documents as directed by staff.

The package of deliverables for the Parks and Recreation Division, stated below, is above and beyond the deliverables required by any other State or County agency; for example the Departments of Planning and Development, Environmental Health, Public Utilities, Public Safety, etc. All labor and materials provided by the Consultant to satisfy the requirements of any such reviewing or permitting agency are to be included in the base fee and will not be considered for further reimbursement. **The provision of Project Checklist shall be a consultant deliverables requirement for all projects completed under this contract** (see Submittal Information below for further data on Checklists).

- K. **Deliverables will include:**

Master Planning – Refer to the explanation of each master planning phase which lists each deliverable required for each phase.

Preliminary Design - two (2) complete full-size sets of preliminary plans for review one week prior to presentation to County staff; preliminary cost estimate that identifies all major components and elements of the project by unit cost and total for design items, with allowances for all other costs, and 15% contingency; a preliminary list of all drawings and specification sections anticipated for the final package, and standard Consultant specifications for all items anticipated in the design; and conceptual utility routing.

Design Development - two (2) complete full-size sets of plans for review one week prior to presentation to County staff, including among others: building plans and elevations; all utilities

and building MEP with cut sheets for all proposed electrical and plumbing fixtures; drainage and grading, clearing limits, erosion control measures, preliminary planting plan; updated cost estimate that identifies all major components and elements of the project by unit cost and total for design items, with 10% contingency; materials list, samples, and descriptions, if necessary; drainage study calculations; special plans and details for unique elements; 60% complete specifications to be used for this project; updated schedule.

Concept drawings and Design Development drawings must be provided in PDF in addition to full size prints.

Construction Documents - one week prior to presentation to County staff, two (2) complete full-size sets of 90% complete plans for review, including all items necessary to bid and construct the project, and complete technical specifications.

After incorporation of County staff comments, Consultant shall provide required documents to Gwinnett Planning & Development for obtaining necessary permits. Consultant will respond to permitting authority comments and provide required resubmittals to obtain permit approvals.

At least two weeks prior to advertisement date, Consultant shall present final, permitted construction documents, including one (1) set of bound plans and two (2) unbound 3-hole punched technical specifications for review by P&R and Purchasing.

After Purchasing has assigned bid number and Consultant has incorporated comments, Consultant shall provide to the County two (2) complete full-size sets of bound plans and four (4) unbound 3-hole punched sets of Div. 0 bid documents and technical specifications. Div. 0 shall be of same font, single-sided, with project number, page number, and/or name on header of each page. Technical specifications shall be of same font, double-sided with each section starting on face page, with project number and/or name on header of each page, and with section number and page number on footer of each page. Consultant shall provide .pdf files of entire bid documents, including all plans and specifications, for distribution, at no cost, to the County and potential bidders. If prospective bidders request paper copies, Consultant shall sell sets of complete bid documents. The cost to the bidders for a set of plans shall be established to cover the costs to the Consultant for printing, including distribution to the plan rooms, and an allowance for distribution of all addenda to the plan holders during the bidding period, including overnight shipping charges, as necessary. The cost of the plans shall be approved by the County.

After award of the construction contract, Consultant shall provide to the County: two (2) complete bound full-size sets of plans, two (2) bound half-size sets of plans and one (1) unbound half-size set of plans; and two (2) unbound, 3-hole punched copies of the bid documents/technical specifications; all of which that have been conformed to incorporate all addenda developed during the bid period and all awarded alternates. Consultant shall also provide two (2) complete sets of conformed full-size plans and technical specifications and one (1) unbound copy of the half-size plans to the Contractor. Consultant shall provide to the County, in .pdf and .dwg formats: one complete conformed plan set with each file recreating a plan sheet, and one file of complete specifications. Consultant shall provide AutoCAD files of

stakeout and grading plans to the Contractor, if requested. Consultant shall provide a .pdf file of all Hydrology Reports prepared as part of the plan development for projects under this contract. Consultant shall provide all signage type graphics deliverables in .pdf and originating Adobe Suite software.

Additionally, for larger scale projects for which public relations graphics will be needed, at the time of award of the construction contract, Consultant shall provide two (2) graphics of the final conformed site plan, with all elements included in the construction contract that can be used for public information distribution. The plan shall not be cluttered with extraneous information, heavy contour lines, or underground utilities, but shall clearly show the project being constructed in color, suitable for newspaper and web page distribution. This plan shall be provided in .pdf or .jpg format and in AutoCAD (v. 2015 or later) format with four (4) original plots each with 0.25" margin.

Final Deliverables - At the completion of the project, Consultant shall provide to the County: two full-size sets of prints of the as-built construction documents; two bound sets and one .pdf copy of all equipment description and operation manuals and warranties including cut sheets and shop drawing submissions for all equipment bearing a model number submitted for review throughout the construction process (for example, plumbing submissions, electrical hardware, light poles, site furniture, etc.) – responsibility may be required of the Contractor in the contract documents. Only custom fabrications for which these descriptive pages will not be helpful if the need for replacement occurs are excluded from incorporation in the manuals; however they must be included in as-built information. The construction contractor shall provide to the Consultant, at the time of substantial completion, drawings indicating all field changes to reflect all details as-constructed.

The Consultant shall also be responsible for providing digital information based on the following performance criteria as a part of the final deliverable package at the completion of the project incorporating all as-built information:

- (1) Provide all plot files associated with each of the hard copy sheets, which shall include a boundary survey with topographic sheet and a site plan of the entire park site. The Consultant must confer with the County to ascertain the plotter type and pen table for which the plot files will be defaulted.
- (2) Provide digitally all data and elements present on all hard copies (i.e. plans, sections, elevations, details, illustrative graphics, etc.) in a form fully editable in AutoCAD, version 2015 or later. The loss of any data through conversion from any other digital format is unacceptable. Consultants are warned against the use of software or software features that are not fully compatible with AutoCAD version 2015 (or later version). Additionally, Consultant shall incorporate all digital as-built information into an overall site plan.
- (3) The Consultant shall provide font files for any fonts used which are not standard in AutoCAD version 2015. All licensing or fee issues associated with the delivery of said font files shall be the responsibility of the Consultant to resolve.
- (4) All site design layers must present their associated data (e.g., sanitary sewer, signage plan, vehicular roads and parking, etc.) in a format which covers the entire park

acreage plus 150 feet beyond the park boundary and must include the same information as shown on all other views (enlargements, reductions, match-lined plans, etc.) included in the hard copy set. Off-site utilities beyond the 150-foot perimeter may be presented in a different view, which brings the utility to the park boundary.

- (5) Provide two USB flash drives containing all the information described above. The submittal shall include a list of all drawings and their associated filenames. All reference files shall be attached without external paths, so that a file opened shall include all reference files for the complete drawing. Each file shall be a separate drawing that will open completely with one step. Additionally, provide each drawing separately in .pdf format.
- (6) County must approve Consultant's proposed layer naming standards for site and building design before starting design.
- (7) Provide revised Site Plan or revised Master Plan that reflects the as-built modifications to the plan submitted at the time of the award of the construction contract. This will be provided in AutoCAD compatible with v.2015 (or later) format and in .pdf and .jpg image files. The intent is that these images will be used by the County in future promotional material concerning the park.
- (8) All AutoCAD and ArcMap data will be referenced using U.S. state plane 83, Georgia West 1002 NAD083 (feet).

The Consultant shall include the provision of the above-described deliverables package in the hourly fee schedule for the work and shall not be further reimbursed for these services.

In addition, the consultant will be responsible for a maintenance plan for the built facilities in concert with Parks & Recreation staff, designers and engineers, and program management staff to allow the preparation of a timeline for maintenance items to be input into the County Asset Management system.

II. GENERAL REQUIREMENTS

- A. Sub-consultants' will be permitted as part of the proposal but must be clearly identified. Sub-consultants' resumes and project references must be provided. Sub-consultants' hourly rates must be included in the hourly rates submitted as part of this proposal. No work will be paid by GCP&R to any consultant for work done by the consultant or by a sub-consultant if this work is not billed according to the hourly rates submitted as part of their proposal.
- B. One (1) unbound original (designated as the original) and six (6) bound copies of your proposal must be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official that has authorization to commit company resources. The page count (not including cover and back) should not exceed 70 letter size pages.
- C. One (1) original and six (6) copies of hourly billing rates (Proposal Schedule) must be submitted in a separate, sealed envelope labeled "HOURLY RATES." Please use the schedule provided as part of this RFP.
- D. Proposals sent by telegraphic and/or electronic devices are not acceptable and will be rejected upon receipt. Consultants are expected to allow adequate time for delivery of their proposal either by hand delivery, postal service or other means. Sole responsibility rests with the consultant to see that their proposal(s) are received on time at the above stated location.
- E. DIGITAL PRODUCTS: To provide these services, the proposal shall address the firm's capabilities and resources in the following areas:

- (1) Appropriate equipment and technology in AutoCAD, ESRI GIS (in versions mentioned above), Adobe Suite Design Software, Windows Office Software.
- F. All questions concerning this RFP should be directed **IN WRITING** to Jake Scarpone, Purchasing Associate II, at jake.scarpone@gwinnettcountry.com.
 - G. No organization is to discuss any aspect of this RFP with any Gwinnett County employee without approval of the Purchasing Division's representative. This is to insure that all prospective respondents have the same level of knowledge relative to the project as well as insuring the additional data is made available to all proposers.
 - H. Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.
 - I. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the consultant and project throughout and incorporated here by reference. The Agreement with the selected consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.
 - J. No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County or that is deemed irresponsible or unreliable by Gwinnett County. If requested, consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service category called for as described in the "Instructions to Consultants".
 - K. Proposals must be signed in ink by a company official that has authorization to commit company resources and shall contain the firm's full business address. The person(s) who will be responsible for the engineering, architectural, landscape architectural work shall be registered in the State of Georgia. The person(s) who will be responsible for the surveying work shall be a registered Land Surveyor in the State of Georgia. Appropriate professionals for other professional services, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law.
 - L. The consultant will be expected to sign a Demand Services Agreement for Professional Services developed by Gwinnett County (Sample Agreement attached). The proposal must contain a statement that the consultant has carefully reviewed the Agreement, can meet all insurance and other requirements, and if selected, will sign the Agreement. No modifications to the agreement will be permitted.

Successful consultant(s) are required within ten (10) days of the Notice of Award to provide the following:

- (1) Certificate of Insurance as specified in proposal
- (2) Two (2) properly executed contract documents.

III. SUBMITTAL REQUIREMENTS

One (1) unbound original and six (6) bound copies of the consultant's proposal are required. The entire proposal should be limited to a total of seventy (70) letter size single sided printed pages using a font size no smaller than ten (10) point. The seventy (70) page limit, not including the cover, back, cover letter or section dividers, must specifically include the following, at a minimum:

1. Understanding & Approach (Criteria Phase I, A):

Proposer shall provide a narrative outlining and explaining in detail the Prime Consultants effective and substantive experience and understanding project approach. The approach should have an emphasis on coordinating multi-disciplinary projects of varied scope and scale demonstrating sensitivity to site design, major building construction, major site renovation and successful coordination of complex permitting processes and master planning efforts. Provide methodology of how effective communication will be handled between disciplines and the County.

2. Experience & Qualifications (Criteria Phase I, B):

Provide previous experience managing similar renewable professional services contracts, highlighting previous experience proposed project manager has had with proposed sub-consultant team members. Include list of projects accomplished (for each project include year constructed, Design and Construction costs, Project Personnel and their roles, Client References with confirmed, current, usable contact [email and phone] information.)

You may include examples of projects completed with the proposed sub-consultants other than those completed in renewable term agreements, but in all instances we wish for the prime consultant to highlight their project managerial role in those projects. Item 1 focuses on project managerial experience, while item 3 focuses on team personnel and previous design experience. As project manager, did you manage to overcome any more than the usual challenges presented by the project conditions, contractor or regulatory regime in the completion of any given assignment?

Proposers must submit a minimum of three (3) project examples of Park Master Planning & five (5) project examples of Park Design for projects completed within the last five years, but more may be submitted.

Proposers should identify previous experience with permitting and constructing projects within Gwinnett County, and note if offices of prime and/or sub-consultants are within Gwinnett County.

Provide an organization chart with key personnel from Prime and Sub Consultant team shown, followed by resumes of all key staff identified on the organization chart. Identify any staff proposed whose office is not in the Atlanta Metro Area. Identify key personnel including point of contact with the County's agent; personnel responsible for quality control and the performance of the project manager. Note local and company-wide experience (emphasis on local experience for projects designed and permitted in Gwinnett County). Provide a maximum of 14 total single sided pages of relevant examples of completed work (master plan, new construction and/or renovations/expansions) from the key designers designated on the organization chart. These pages are to be a part of the 70 page limit. Some projects can be described with narrative alone (we don't need to see photos of a relevant major lift station, for instance) but many will require narrative plus photos (relevant site and building elements). Provide annotation that defines what you believe to be the distinguishing features of the specific projects listed. Note prior experience with: U.S.

A.C.O.E. and Ga. E.P.D. regulatory requirements; experience designing varied park facilities (site elements and buildings); hydrologic analysis and storm water design solutions in Gwinnett County; design of lift stations and other sanitary sewer systems in Gwinnett County, permitting building and site development projects in Gwinnett County; the design of sports field lighting and irrigation systems.

3. Quality Assurance/Control to the Work (Criteria Phase I, C):

The prime consultant's strategy for: focusing attention on the "seams" between different consultant's contributions to reduce the errors associated with lack of or miscommunication between disciplines at the places in the physical plane where the designs of different consultants meet. Describe familiarity with the use of E-Builder for web-communications and information transfer methods for ensuring that all design contributors and the client are privy to comments and requests for revisions, and that convenient methods for making such comments are encouraged. **NOTE: E-BUILDER IS REQUIRED FOR USE ON ALL PROJECTS & GWINNETT COUNTY WILL PROVIDE TRAINING TO USERS AT THE ONSET OF THE CONTRACT PERIOD.**

4. Provide References (Criteria Phase I, D):

Proposers shall provide references for projects completed within the last five years, with a minimum of three different Park Master Planning projects and three for Park Design projects, all associated with the work selected as "relevant examples of work" (new construction and/or renovations/expansions) as suggested in the line immediately below. The 2023 SPLOST program will include the following project categories: Trails, Historic Sites and Buildings, Park Master Planning, Park Renovation Projects, Asset Management Projects, New Park Development, Park Sustainability Projects. References for varied categories of work for multiple clients must be included. Include, for example, different projects that have as an emphasis Site Civil, or Architectural, or Landscape Architectural design or Project Management of multi-disciplinary efforts. Proposers shall designate their role in each referenced project as "Lead" or "Sub" consultant and include project construction cost. Use as many copies of the reference sheet provided in the R.F.P. as needed to meet this requirement.

5. Fee Schedule (Phase II) [Not Included in Page Limit of Proposal]:

One (1) original and four (4) copies of hourly billing rates (Fee Schedule) should be submitted in a separate, sealed envelope labeled "HOURLY RATES." Hourly rates must be provided for all potential labor categories that will be involved in the provision of professional services for this contract. All Overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into hourly rates. One fee schedule shall be submitted which includes the prime and sub-consultant's fees. All sub-consultant fees are to be billed at rates identified in the fee schedule. Hourly billing rates should be provided for one year, with "not to exceed" percentage increases, if applicable, for each of the four (4) option years, for a total of five (5) years.

Should the prime consultant encounter a situation where a needed specialty sub-consultant could not be utilized conveniently within the discipline of the contracted fee schedule, the consultant should utilize the Subcontracting clause of the General Conditions.

IV. EVALUATION PROCESS

A. Gwinnett County will select the firms that best demonstrate that they would add the most value toward achieving the key objectives for implementing GCP&R’s capital programs. Gwinnett County’s evaluation committee will review proposals as follows:

Criteria		Points
Phase I: Technical: Initially, proposals will be evaluated based on their relative responsiveness to the criteria described below and will be scored based on the point values as shown:		
A	Understanding & Approach Effective and substantive experience of the Prime firm in the provision of similar services, with emphasis on coordinating multi-disciplinary projects demonstrating sensitivity to site design, major building construction, major site renovation and successful coordination of complex permitting processes. Evaluation of the Approach to Work narrative.	35
B	Experience & Qualifications Relevant qualifications, experience of proposed key design personnel, based on resumes and examples of work provided.	55
C	Quality Assurance/ Control to the Work Description of firm’s quality assurance/quality control processes based on an evaluation of the Project Checklists, and associated narrative.	5
D	References	5
Sub-Total		100
Phase II: Fee Schedule: The Proposals will be evaluated in order to select the firms or teams which rate highest according to the criteria listed in Items A-D above. The selection committee may then short list the highest scoring firms. The fees of the shortlisted firms will then be opened and scored.		
Sub-Total		20
Sub-Total		120
Phase III: Optional Interviews: Firms may be short-listed for further consideration. At the Department’s discretion, interviews may be required of short-listed firms. If interviews are required, The County will issue information regarding format and desired areas of emphasis to all short-listed firms and 0-20 points will be assigned on the basis of interview results.		
TOTAL		140
If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations may then be undertaken with the second ranked proposer and so on.		

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN PROPOSAL BEING DEEMED NON-RESPONSIVE

FEE SCHEDULE
(to be submitted in a separate sealed envelope)

Professional fees provided are for hourly billable rates and **must include all reimbursables**; including but not limited to: printing costs, overhead and profit, document reproduction, postage, shipping, and transportation including mileage. Estimated hours provided by the department will be applied to the hourly rates submitted for each position listed below. All sub-consultant fees are to be billed at rates identified in this fees schedule. **If your firm wishes to submit hourly rates for additional positions not listed below, please attach them to your proposal fee schedule. Any additional positions submitted will be used for informational purposes only and will NOT be used in scoring cost.**

BILLING CATEGORY		HOURLY RATE	PRIME (X)	SUB (X)
1	Principal-in-charge			
2	Project Manager			
3	Licensed Architect			
4	Unlicensed Architect			
5	Licensed Landscape Architect/Land Planner			
6	Unlicensed Landscape Architect/Land Planner			
7	Senior Community Planner			
8	Community Planner			
9	Principal Historian			
10	Assistant Historian			
11	Principal Archeologist			
12	Assistant Archeologist			
13	Licensed Civil Engineer			
14	Unlicensed Civil Engineer			
15	Licensed Electrical Engineer			
16	Unlicensed Electrical Engineer			
17	Licensed Mechanical Engineer			
18	Unlicensed Mechanical Engineer			
19	Licensed Structural Engineer			
20	Unlicensed Structural Engineer			
21	Interior Designer			
22	Graphic Designer			
23	Exhibit Designer			
24	Aquatic Project Manager			
25	Aquatic Engineer			
26	Irrigation Designer			
27	Clerical			
28	Registered Surveyor			
29	Surveyor			
30	2-person survey crew			
31	3-person survey crew			
32	GPS survey crew			
33	GIS Specialist			
34	Ecologist/Wetlands Delineator			
35	Historic Preservation Architect			
36	Other			

Use additional sheets if necessary.

FEE SCHEDULE CONTINUED

NOTE: The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal. All Overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into hourly rates. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

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 May 21, 2023 or upon award.**

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

1st Renewal Period _____ **increase/decrease (circle one)**
 2nd Renewal Period _____ **increase/decrease (circle one)**
 3rd Renewal Period _____ **increase/decrease (circle one)**
 4th Renewal Period _____ **increase/decrease (circle one)**

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.

Certification of Non-Collusion in Bid Preparation _____
 (Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of quote 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 quote schedule. By submission of this quote, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name _____

Federal Tax ID _____

Address _____

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

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____

Email Address _____

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

Telephone Number _____ Email Address _____

CONSULTANT INFORMATION

Please include this page as part of the proposal document and **NOT with the Fee Schedule.**

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 _____

E-mail address _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL MAY RESULT IN REJECTION OF PROPOSAL

REFERENCES

Provide References for projects completed within the last five (5) years, with a minimum of **three** different projects for Master Planning and **three** different projects for Park Design services all associated with the work selected as "relevant examples of work" (new construction and/or renovations/expansions). References for varied categories of work for multiple clients must be included. Include, for example, different projects that have as an emphasis Site Civil, or Architectural, or Landscape Architectural Design or Project Management of multi-disciplinary efforts.

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.

References for Master Planning Services

1. Customer Name/Address _____
 Brief Description of Project _____
 Completion Date _____
 Lead or Sub-Consultant _____
 Contract Amount \$ _____ Start Dates _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

2. Customer Name/Address _____
 Brief Description of Project _____
 Completion Date _____
 Lead or Sub-Consultant _____
 Contract Amount \$ _____ Start Date _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

3. Customer Name/Address _____
 Brief Description of Project _____
 Completion Date _____
 Lead or Sub-Consultant _____
 Contract Amount \$ _____ Start Date _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

 Company Name _____

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REFERENCES CONTINUED

References for Park Design Demand Services

1. Customer Name/Address _____
Brief Description of Project _____
Completion Date _____
Lead or Sub-Consultant _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

 2. Customer Name/Address _____
Brief Description of Project _____
Completion Date _____
Lead or Sub-Consultant _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

 3. Customer Name/Address _____
Brief Description of Project _____
Completion Date _____
Lead or Sub-Consultant _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____
- Company Name _____



RP012-23, Demand Professional Services for Parks and Recreation 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).



RP012-23, Demand Professional Services for Parks and Recreation on an Annual Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 select one of the following:
 - No information to disclose (*complete only section 4 below*)
 - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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

Proud Winner of the Annual **Achievement of Excellence Award** in Procurement since 1999

PROFESSIONAL SERVICES 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, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (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.
 - ✓ 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)*
5. Gwinnett County Board of Commissioners **(and any applicable Authority)** 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-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*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 coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.

- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the

Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice

in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNETT COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any

of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

*****Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.*****

**"SAMPLE"
ANNUAL
SERVICE PROVIDER CONTRACT
RP012-23, DEMAND PROFESSIONAL SERVICES FOR PARKS AND RECREATION**

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and _____, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence _____, for a one-year period with one option to renew for an additional one-year period.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Tina King, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

RP012-23

Buyer Initials: JS

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

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information

given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without

penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was 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 submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). 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 vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor 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 vendor's submittal. If no exceptions are stated, it is assumed that the vendor 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed

or service provided pursuant to the contract, the County shall pay the vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett

County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor 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 follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to 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. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

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 visit the Gwinnett County Treasury Division page 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 proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.