



May 10, 2023

**INVITATION TO BID  
BL075-23**

Gwinnett County is soliciting competitive sealed bids from qualified contractors for **Installation of New Water Meters on an Annual Contract** with four (4) options to renew for the Department of Water Resources.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **June 9, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A Webex pre-proposal meeting is scheduled for **10:00 A.M. local time on May 17, 2023**. To access, dial 1-408-418-9388, enter Access Code 2338 808 9702. All contractors are urged to attend. Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at [Jake.Scarpone@gwinnettcounty.com](mailto:Jake.Scarpone@gwinnettcounty.com) or by calling 770-822-8722, no later than **3:00 P.M. on May 19, 2023**. Bids are legal and binding upon the bidder when submitted.

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-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 at the Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a bid will be notified via email.

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

Jake Scarpone  
Purchasing Associate II

**The following pages should be returned with your bid:**

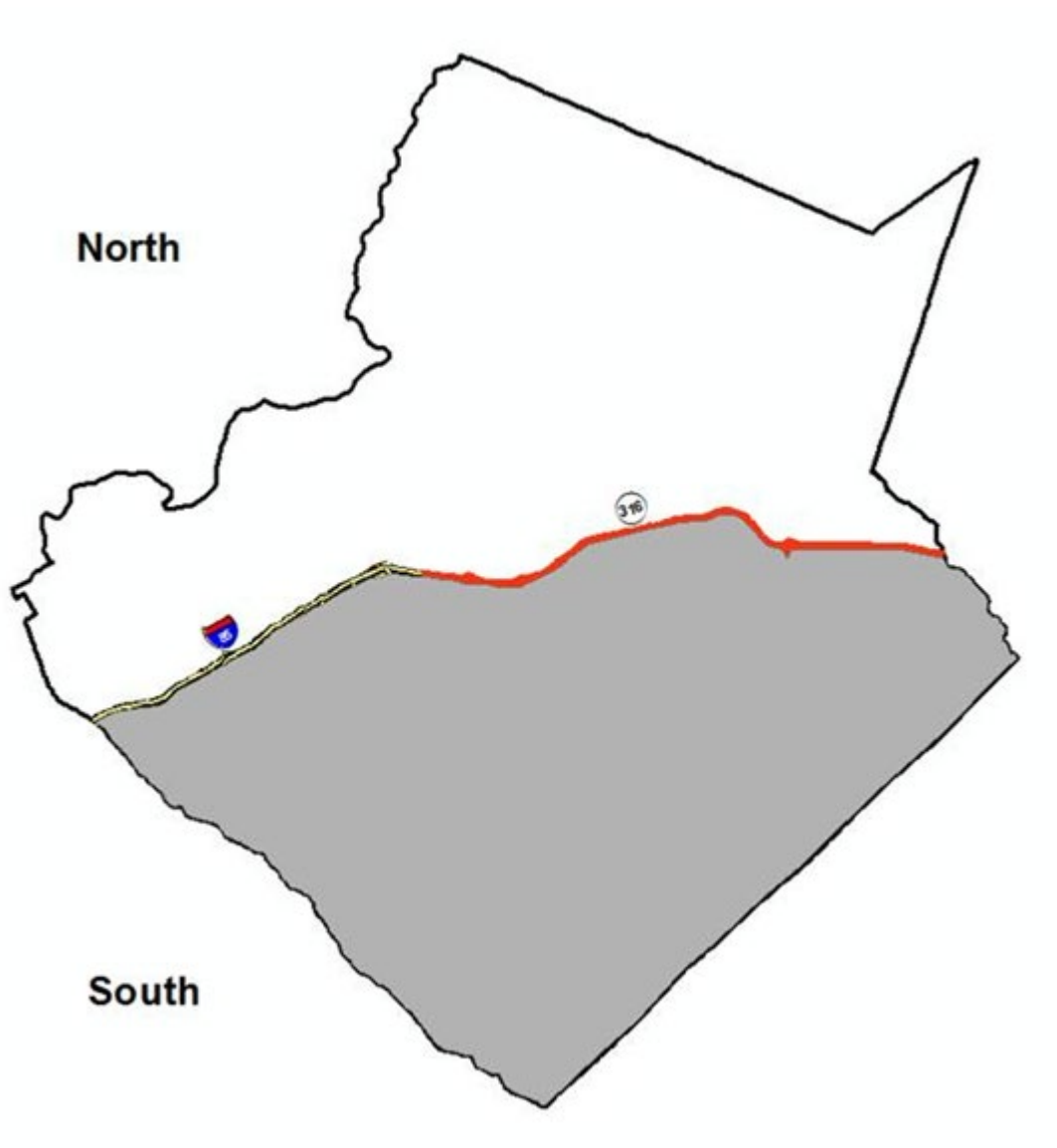
**Bid Schedule, Pages 16-24**  
**References, Page 25**  
**Contractor Affidavit & Agreement, Page 26**  
**Code of Ethics Affidavit, Page 27**  
**Statement of Qualifications, Page 28**  
**List of Subcontractors, Page 29**  
**Bid Bond, Pages 32-33**

## I. PART 1 – GENERAL DESCRIPTION OF WORK

### SECTION A – INSTALLATION OR RELOCATION OF WATER METERS

All contractors submitting a bid shall be able to provide, all labor, tools and equipment to install water meters ranging in size from  $\frac{3}{4}$ "-2", to include, but not be limited to, all cutting of pavement, borings, excavations, backfilling, water main taps, site management and traffic control, protection of the work and adjacent works, site restoration, erosion and sediment control, and all other tasks necessary for the satisfactory completion and safe execution of the work.

The County has been divided into a North section and a South section, the attached map depicts this delineation. In an effort to ensure adequate and timely installation of water meters, it is the County's intent to award the North Section to one contractor, and award the South section to a different contractor. However, the County continues to reserve the right to award the contract in its best interests. The Contract will be an "open end" type to provide for the requirements of the County on an as-needed basis. **The County reserves the right to adjust the quantity and delineation of the work should a backlog develop due to either a rise in meter sales or a failure to execute the work as stipulated in the bid by either contractor.**



## II. PART 2 – GENERAL REQUIREMENTS

1. Unless otherwise specified, all items will be in accordance with the Georgia Department of Transportation Standard Specifications - Construction of Roads and Bridges - latest Edition and all supplements thereto.

All new meter installations are to be performed in compliance with the drawings and specifications booklet entitled, "Water System Design and Construction Standards for Development Projects, Latest Revision". Specification booklet may be obtained from the Gwinnett County Government website:

<https://www.gwinnettcountry.com/static/departments/water/pdf/Water-Sewer-Standards-Current.pdf>

2. Potential bidders must demonstrate that trained, responsible people will be used for this contract. Employees should have training to include classroom and field work with a qualified instructor. It is expected that actual field experience will have been part of the training. Contractor and its employees must be trained and follow all OSHA guidelines and requirements pertaining to "confined space". Successful vendor will be required to submit a copy of the Certificate of Training for all employees who are to undertake confined space work. No employee shall undertake confined space activities without a valid certification. Contractor shall be responsible for completing and maintaining all appropriate confined space permitting requirements.
3. If required for the safe execution of the work, all traffic control personnel, equipment, and signs shall be provided by the Contractor. Contractor shall be required to have certified flagmen to support such requirements. All traffic control shall be pre-approved by Project Manager.
4. A contract, if awarded, will be an "Open-End" type to provide for the requirements of Gwinnett County on an "as-ordered" basis. As it is impossible to determine the exact quantities of items that will be required during the life of this contract, the quantities listed may be increased, decreased or eliminated as necessary to satisfy the needs of the County.
5. Gwinnett County reserves the right to perform any work using in-house forces where deemed advantageous to the County. Contractor shall be required to cooperate with, and accommodate, any such efforts by others to ensure efficient execution of the work.
6. All contractors submitting a bid should provide a list of equipment currently owned and the number of employees available to complete the work associated with this contract. This list should be maintained on an annual basis. However, Contractor shall report on a monthly basis the names of their employees and the number of crews actively working on this contract. Contractor shall provide any required certifications for all additional personnel assigned to the project after the award of the contract. Bidder shall be required to document to the satisfaction of GCDWR that they have the capacity to provide services, equipment, and adequately trained staff sufficient to undertake the work associated with this contract.
7. The successful contractor(s) shall provide the County a daily report with information as requested in each section to include but not limited to all outstanding work and the estimated time of completion for all leaks and new meters.
8. It will be the Contractor's responsibility to be aware of, and comply with, the dig law in Georgia and follow the procedures as outlined by the **Georgia Utility Facility Protection Act (GUFPA)**.
9. **Contractor providing the utility work must have a current valid Utility Contractors License.**
10. Before submitting Bid, each bidder shall: examine the Bid Document Package thoroughly; become familiar with local conditions affecting cost or work progress or performance; become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost or work progress or performance; study and carefully correlate Bidder's observations with the Bid Document Package; and notify County concerning conflicts, errors, or discrepancies in Bid Document Package.
11. It is the intent of these Bid Documents to procure the goods and services needed to achieve Complete Works,

fully functional, and in compliance with County Standards and specifications. It is not the intent of these documents to provide a complete and full description of the standard methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the Work shall not relieve the successful Bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the Bid. Submission of a Bid shall be evidence that the Bidder considers the Work to be adequately described in the Bid Documents.

### III. PART 3 – GENERAL SPECIFICATIONS

1. **Insurance Requirements:** The successful contractor will be required to meet the attached insurance requirements. Contractor must supply a current Certificate of Insurance that meets all specified requirements before the Contract award can be made.
2. **Certificates:** The successful contractor must provide copies of the Training Certificates as specified in the bid documents before the Contract award can be made including but not limited to: Confined Space, OSHA, traffic control flagman, and Georgia Utility Contractor.
3. **References:** Gwinnett County requests a minimum of three (3) verifiable references where work of a similar size and scope has been successfully completed in the last ten (10) years by the Bidding firm wherein they were performing as the Prime or lead firm with responsibility for the management and performance of the work. Bids will be considered only from experienced and well-equipped contractors engaged in work of this type and magnitude. List similar work successfully completed within the last ten (10) years, giving the location, size, and rate of installation maintained through the project. Bidder shall specify the portion of the work undertaken by their firm.
4. **Pricing on Bid Schedule:** Unit pricing should include all related costs to that particular item and should be shown as two (2) decimal points (Example: \$2.53 – not \$2.531) and must be all-inclusive.
5. **Contractor Responsibilities:** The successful contractor will provide an appropriate staff of employees, including supervisory personnel, for the efficient operation of the services hereunder. By submitting a Bid, Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. Contractor shall be solely responsible for the safe execution of the work. The Contractor shall be responsible for ensuring the safety of their crews, the public and site visitors. Contractor shall have personnel that can be contacted Monday through Friday 7:00 to 4:00 daily to answer any questions from the Project Manager relating to work orders, location of where staff is working, when work orders will be worked and when landscaping will be completed. Contractor shall have personnel available after hours in case County needs to contact them for emergency repairs. The names of the Office and Field Supervisors will be provided to the County Contract Manager along with a valid, full-time contact number and e-mail address.

The public should be able to easily identify contractor employees. The successful contractor(s) shall provide the field crew uniforms and picture identification badges which shall be always worn when work under this contract is being performed. All trucks should be marked with contractor's name and contact number.

Contractors shall be very sensitive and supportive to customers and respect their property while conducting the work.

6. **Materials:** The County will furnish: curb stops, water meters, meter boxes, meter box lids, pipe, copper tubing, and manufactured fittings and appurtenances for the installation of new water meters No materials supplied by the County shall be used to address damage to the Customer's plumbing beyond the limits of the Contracted Work arising from the operations or activities of the Contractor. Wherever the bid document makes references to the County-furnished materials, it will include only the items specified in this section. The Contractor will be required to furnish all labor, tools, equipment, and all other materials necessary to complete the work, including but not limited to; dirt, crusher run, gravel, cold/hot patch mix, concrete, grass seed, pine/wheat straw, sod, pine bark, and landscaping materials. Materials furnished by the County must be

picked up by the Contractor at the warehouse, currently located at 684 Winder Highway, Lawrenceville, Georgia 30045. Contractor is responsible for transport, storage, and protection of the County supplied materials. All material withdrawals must be approved by the Project Manager and must be scheduled at least three business days in advance with warehouse personnel. Withdrawals "on demand" will not be allowed unless authorized by Project Manager.

Contractor shall be responsible for any materials removed from the warehouse which are damaged, stolen, or lost prior to installation or returned to the warehouse in an unacceptable condition. No modifications to, or substitutions for, County supplied materials shall be allowed without the specific approval of the County Project Manager. Approval of modifications or substitutions at one location may not be assumed by the Contractor to apply to other locations. Contractor shall be solely responsible for any additional costs arising from such modifications.

7. **Return of Used and Unused Materials:** Contractor shall submit a monthly summary to the County Contract Manager listing all materials issued to them from the warehouse, installed into the assigned work, and maintained in their working inventory. All used brass fittings and unused copper will be returned to Gwinnett County Department of Water Resources on a quarterly basis or as requested from the Project Manager. Any unused components issued to the Contractor by the County warehouse must be returned to the warehouse in good condition, ready for use as intended. Damaged, fouled or otherwise unusable materials or components shall be replaced by the County at the Contractor's expense. New inventory will not be given out until all unused parts are returned for recycling. Project Manager shall have the right to require the Contractor to verify and account for the inventory issued to them from the Warehouse at any time to the satisfaction of the County.
8. **Damages:** All plumbing that is damaged by Contractor or their subcontractor at any tier shall be repaired by the Contractor at the Contractor's expense. This includes, but is not limited to, customer's broken service lines within 10 feet of the meter box, broken irrigation lines, damaged sprinkler heads, plumbing issues, stopped up Pressure Reducing Valves, or damaged water heaters, etc. up to 90 days from the date that the work is performed. Any damage to plumbing resulting from direct impacts of the Contractor's equipment, vehicles, or the actions of their personnel shall be repaired by the Contractor at their sole expense regardless of distance from the meter box.
9. **Concrete Sidewalks/Driveways/Curbing:** All sidewalks, driveways and curbing must be replaced within 10 calendar days of completion of the associated meter or service line work. Such restoration shall replace the removed section in-kind with respect to materials, reinforcement, section, and finish and shall comply at a minimum with the Specifications and details of the authority having jurisdiction over the adjacent street whether County or State. Hardscape restoration (concrete and asphalt) shall be in addition to the unit rates submitted for the work undertaken. All sidewalks needing repair, arising from installation of meters or repair/replacement of water service lines or mains, will be replaced in sections from existing joint to joint. Driveways will be replaced to the first expansion joint. All concrete repairs must be completed prior to submission of invoices. All replacements must meet or exceed existing condition and comply with "Water System Design and Construction Standards for Development Projects, Latest Revision". This document is available on the County website at location specified above in Part 2.

Note: Contractor shall inspect concrete driveways and walkways prior to commencing work to determine if there are pre-existing cracks or damage. Contractor should take photographs to document conditions prior to beginning work and following completion of the work – including surface restoration. Photographs are to be appropriately labeled so they are associated to each work site. Pay Requests submitted to the County without the associated photos shall be refused and returned to the Contractor as incomplete.

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

concrete that may be easily broken off.

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

The unit prices for concrete and asphalt replacement must include the off- site disposal of all removed and/or excavated materials at the time of excavation. Piling the debris on the street and the right-of-way is not acceptable. The removal and disposal of all other miscellaneous concrete (catch basin tops, etc.) will be considered incidental to the particular pay item being constructed. The section of pavement/concrete to be installed by the Contractor shall match the section removed and shall comply with applicable standards.

10. **Road Cuts:** Long-side installations shall be performed using trenchless methods whenever possible. All road cuts must have prior approval from the Gwinnett County Project Manager and shall be kept to the smallest footprint possible when used. All road cut repairs must be completed prior to submission of invoices.

Repair of road cuts must meet section 3.14 of the GCDWR Construction Standards and standard detail Number G4. In the event the road cut repair fails to maintain grade or bond to the adjacent section within 90 days, the contractor shall be required to repair the defective road cut at their own expense. Any claims for damage to vehicles due to a defective road cut will be at the sole responsibility and expense of the contractor.

At no time will it be acceptable to leave the job site of a road cut without temporarily repairing the cut. If completion of the paving is to be delayed, the cut must be filled with compacted material and crusher run such that vehicles and the public are protected against damage. The final top dress of the completed work should be made within 10 days of original cut unless approved by the Project Manager. No payment for the installation will be paid until the work is complete including surface restoration.

11. **Landscaping:** All landscaping must be completed prior to submission of invoices. Disturbed areas in Customers' yards, including yard-areas within the Right-of-Way, shall be hand raked smooth upon completion of repairs, so there are no lumps, chunks of dirt, roots or rocks. Excavation area should be restored to its original condition to match previous contour and the site must be free of all debris. Surface treatment shall be determined by the conditions existing prior to the Work. Grassed and bare areas are to be treated with grass seed and straw mulch. Sodded areas will be re-sodded using a grass type equal to the existing cover. Grass cover restoration shall extend to the full area disturbed by the Contractor, including, access, staging and stockpiling activities, to the point of intersection with any concrete or asphalt surfaces removed as part of the work. Grass and sod restoration shall be included in the unit rates provided in the bid for the work being undertaken. Hardscape restoration shall be paid at the unit rates supplied in the Bid and shall be in addition to the unit rates for the work undertaken. Hardscape areas with simple concrete or asphalt will be replaced in-kind. Restoration of decorative, specialty landscaping is covered below. Only after the site is prepared and level shall the Contractor apply seed and straw or sod. Contractor will restore all landscaping to original condition and customer satisfaction, to include buying all grass seed, sod, wheat/pine straw and pine bark as needed. It will be the Contractor's sole responsibility to supply material and labor for repairing damages to all types of improvements, mailboxes, mailbox posts, domestic water, or irrigation systems if damaged either directly or indirectly by the Contractor. It is the responsibility of the Contractor to protect all adjacent improvements during the execution of the work and minimize the area impacted. Grass restoration shall be performed immediately following completion of the service call. Concrete and asphalt restoration shall be completed within 10 days of completing the service call. Specialty landscaping restoration shall be completed according to the schedule submitted by the Contractor for the work.

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

12. **Specialty Landscaping:** Specialty landscape items shall include landscaping consisting of improvements other than grass cover, concrete, or asphalt, and shall include but not be limited to: trees, shrubs, brick mail

boxes, fences, decorative walkways, planters, pavers, retaining walls, cobblestone and stamped concrete driveways. Removal of such specialty landscaping will require prior authorization from the Project Manager. If approval is not obtained prior to removal, the Contractor will assume all responsibility for the replacement of such items to their original condition without additional compensation. Contractor shall delineate the extent of their projected impacts to specialty landscaping and undertake the work with the intention of minimizing such impacts. Compensation for materials used to restore specialty landscaping, if agreed in advance by the County as necessary or appropriate, will be made to the Contractor at a maximum of cost plus 10%, for those products and materials pre-approved. Labor costs for restoration of specialty landscaping must be pre-approved by the County and will be all-inclusive for labor, equipment, and any supplies necessary to complete the work. Approval of specialty landscaping fees shall be on a case-by-case basis and shall not be extended by the Contractor to other locations or set a precedent for future claims.

13. **Subcontractors:** The Contractor will be allowed to use fully certified subcontractors for work under this contract, but the majority of the work must be performed by the Prime Contractor. Subcontractors shall be required to document the training of their employees in the same manner as the Prime Contractor prior to working under this contract. Approval of a subcontractor by the County shall not in any manner relieve the Contractor for their sole responsibility for the quality and adequacy of work. Any work performed by the subcontractor's crews will be the Contractor's responsibility as if performed by their own crews. Subcontractors must use vehicles that display the Company Name. The addition of a subcontractor after the bid shall require County approval. Claims for extension of time or delays in the progress of the Work associated with this approval process shall not be considered by the County. Any reduction in costs associated with the subcontractor shall be reflected on future Pay Requests. Any increase in Contractor's costs due to the addition of a subcontractor after the bid shall not be cause for increased costs to the County.
14. **Worksites:** The County will not assume responsibility for removal/disposal of debris or spoil generated by Contractor from worksites, or supply a disposal site for the Contractor's use. Contractor shall be required to clean up mud and dirt from all repair sites, leaving sites in original conditions. Contractor shall not track mud or debris onto the public right-of-way. Clean up and off-site disposal of waste shall be considered as integral to the work and shall not be billed as a separate task. Contractor shall only dispose of debris in a legal manner.
15. **Contact:** The Contractor shall always provide a contact person in their office during the business hours that is familiar with the on-going and up-coming work assignments and capable of answering questions that may arise. The Contractor's field-contact person will have a serviceable mobile device or cellular phone, and will be available to Gwinnett County's Project Manager at all times including after-hours, weekends and holidays if work is in progress. Contractor will provide the Project Manager with a contact number that is available to receive calls at all times for the purpose of receiving emergency work assignments. This contact number shall connect the Project Manager to a person with the authority to immediately dispatch crews if needed and shall not be a switchboard, answering service, or automated answering device.
16. **Repairs by the County:** If faulty installation and/or faulty landscaping by the Contractor is identified by the County and is found to be the Contractor's responsibility, the Contractor will be notified and given 24-hours to correct the issue. If corrective measures are subsequently taken by the County following that period, the costs of the repair shall be charged to the Contractor and withheld from their next Pay Request. A detailed explanation shall be attached to each deduction.
17. **Contractor Level of Performance:** Contractor shall maintain sufficient resources and adequately trained staff to undertake up to 400 new meter installation assignments per month. If awarded this contract in its entirety, these levels shall be additive, and Contractor will be required to show staffing levels adequate to undertake both types of assignments concurrently. If a Contractor cannot maintain those levels of service due to poor weather conditions or failure to meet production standards, Gwinnett County Department of Water Resources reserves the right to assign work from that Contractor's section over to the other Contractor to assist with reducing/maintaining an acceptable backlog range. The assisting Contractor shall not assume that they will be assigned this level of work on a regular basis, but shall be capable of providing this level of service if needed. Developing an excessive backlog due to the failure of the Contractor to provide this level of services according to the requirements of this bid and within the times as stipulated will constitute a default of

contract. Default of contract may be considered sufficient grounds for termination. Additional remedies include: Contractor's performance would be reviewed by the Gwinnett County Purchasing Policy and Review Committee; documentation of Contractor's performance would be placed in the Vendor Performance File; Contractor would be placed on Gwinnett County's Ineligible Source List and any future solicitations and/or awards could be denied; Contractor's bonding agent may be contacted for remedial action per Part 3, item 21 of this document.

18. **Normal Hours of Work:** The Gwinnett County Department of Water Resources normal business hours are 7 a.m. to 4 p.m. (Monday through Friday). All work must be performed during these business hours. Exceptions to these hours [including Holidays, Saturdays and Sundays] must have prior approval by GCDWR. It will be the Contractor's responsibility to schedule this work with the customer and notify the Project Manager in writing at least 48-hours in advance. E-mail notification shall not be considered an adequate substitute for written notice of upcoming after-hours work.

For the purposes of this bid, the following applies:

- Normal Business Hours will be defined as Monday through Friday, 7:00 a.m. to 4:00 p.m.
- Weekend Hours will be defined as 4:00 p.m. Friday to 7:00 a.m. Monday
- Holiday Hours will be defined and recognized as New Year's Day, Martin Luther King Jr. Day, Veteran's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

No additional payment shall be made for work performed outside normal hours unless specifically requested by GCDWR. Work performed outside normal hours at the request of the Contractor shall be considered as the Contractor's convenience. Emergency repairs shall be defined as Work identified by GCDWR requiring mobilization of the Contractor's crew to a location within 4-hours of assignment, regardless of the time of service. Emergency repairs required to address faulty Work previously installed by the Contractor shall be the sole responsibility of the Contractor and shall not be compensated.

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

Bid Security for Successful Bidder will be retained until bidder has executed Agreement and furnished required agreement, payment and performance bonds. If Successful Bidder fails to furnish the qualifications submittals or fails to execute and deliver Agreement and furnish required Payment and Performance Bonds within fifteen (15) calendar days after Notice of Award, Owner may annul Notice of Award and Bidder's Bid Security will be forfeited. Bid Security, for any Bidder, may be retained by the Owner until the ninety-first (91st) day after Bid opening. If Notice of Award is issued within ninety (90) calendar days after Bid opening, Bid Security for Bidder receiving Notice of Award may be retained by Owner up to ninety (90) calendar days after Notice of Award.

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

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

Provisions for penalty are set forth in the NOTICE OF BID, Bid Documents, and Specifications (including General Conditions).

21. **Payment and Performance Bonds:** The Successful Bidder shall be required to provide separate Payment and Performance Bonds in a form acceptable to the County in an amount equal to one hundred percent (100%) of Bid Price prior to award of the Contract. Performance and Payment Bonds shall be required to extend twelve (12) months beyond date of final payment and shall contain waiver for alteration to Contract terms, time extensions, or forbearance on Owner's part.



22. **Photographs:** Photograph documentation is only applicable to Section A of this contract. Contractor shall provide a minimum of two photographs for each repair or installation. Photographs shall be clear and sufficiently detailed to document conditions prior to, and following, the work including site restoration. More than one photo for each condition is to be provided if required to provide detailed documentation of conditions. Additional photos shall be provided of any landscaping, improvements, concrete or paving which may be impacted by the work. Failure of the Contractor to provide such photo-documentation shall be sufficient grounds for the County to refuse payment requests from the Contractor for additional fees associated with restoration efforts. Photographs shall be labeled such that they identify the site specifically using the following format:

**SDMTR\_MeterNumber\_A/B#**

MeterNumber = Meter Number Installed

A = Pre-installation Condition Photo

B = Post-installation Condition Photo

#= Sequential number

**IV. PART 4 (SECTION A) – INSTALLATION OR RELOCATION OF WATER METERS (SPECIAL PROVISIONS)**

**SCOPE OF WORK:**

1. All meter installations will be performed in compliance with Gwinnett County Department of Water Resources details and standards. Any meter installation requests that cannot be completed must be returned to the Project Manager as soon as such determination has been made along with a written explanation as to why the installation could not be performed. Gwinnett County reserves the right to prioritize new meter installation requests and the order in which they are handled. **The Contractor shall install all new water meters within twenty-eight (28) calendar days from the date the Contractor received the assignment from the County.**
2. Meter relocations will be performed as directed by Gwinnett County Department of Water Resources. The final installation and configuration shall comply with County details and standards. Any meter relocation requests that cannot be completed must be returned to the Project Manager as soon as such determination has been made along with a written explanation as to why the installation could not be performed. Gwinnett County reserves the right to prioritize the order in which relocations are handled. **The Contractor shall complete relocation work orders within twelve (12) calendar days from the date the Contractor received the assignment from the County.**
3. The contractor shall be responsible for contacting the utility "on call" service at least 72 hours before beginning any excavation work on this contract.

**SPECIFIC REQUIREMENTS AND SPECIFICATIONS**

1. **Water Main Chlorination:** The Contractor shall verify that the water main installer has chlorinated the water mains per AWWA standards for all new developments prior to installing any meters onto those lines. The Contractor shall have the water tested for bacteria by the Gwinnett County Environmental Lab prior to the first meter being installed in a new development as directed by Project Manager.

The County may require the Contractor to valve on, flush, and collect samples to be tested by the Gwinnett County Environmental Lab for any developments that have been dormant or unoccupied. This process shall take place prior to any new meters being installed and the time required for such tests shall be in addition to the 28-day limit for installation of the meters. In the event that such tests reflect unacceptable water quality, the Contractor may also be directed by the County to re-chlorinate the water mains of such existing developments per AWWA standards. Such testing and chlorination shall only be undertaken if directly and specifically instructed by the Project Manager.

2. **Flushing and Testing:** The Contractor shall flush each service line prior to connecting the meter to prevent foreign particles/matter from entering the meter. The Contractor shall return to the site and flush the water

service line at their sole expense if a water quality complaint is called by the Customer. The Contractor shall also test each meter installed to ensure that there is no restriction from the main to, and through, the meter.

3. **Work Orders:** The Gwinnett County Department of Water Resources requires electronic submission of meter installation work orders. The work orders will be sent to the contractor via a CSV (comma separated value) file and the completed work will need to be submitted to GCDWR in the same file format. The contractor should be able to receive and send the files through GCDWR FTP (File transfer protocol) site. The appropriate credentials will be provided to access the site in a secure manner. The outbound and inbound file templates are attached in the appendix. In addition to the electronic work orders, the pictures of the meter installation site need to be uploaded to the GCDWR FTP site.

**The Outbound file (GCDWR -> Contractor) should include the following information:**

1. **Work Order Number** - The unique work order number in the GCDWR ERP system.
2. **Work Order Date** - The actual date the work order is assigned to the contractor.
3. **Address** – Address of the property
4. **Installation 1** - Unique ID in the GCDWR ERP system to identify the type of installation at a property.
5. **Installation 1 Text** – Specifies type of Installation Water or Irrigation
6. **Installation 2** - Unique ID in the GCDWR ERP system to identify the type of installation at a property.
7. **Installation 2 Text** - Specifies type of Installation - Sewer
8. **Permit ID** – Unique ID in the GCDWR system to identify the permit
9. **BP Number** – ID of the business partner
10. **BP Name** – Name of the business partner
11. **BP Phone** – Phone number of the business partner
12. **Connection Object** - Unique ID to identify the property.
13. **Premise** – Unique ID to identify the premise
14. **Premise Text** – Specifies whether its residential or commercial
15. **Lot** – Lot number
16. **Block** – Block
17. **Subdivision** – Name of the subdivision
18. **Activity Date** – Work order completion date
19. **WO type** – Type of work order (Meter installation)
20. **Device Loc** – ID in the GCDWR ERP system to identify the device location.
21. **MRU** – Meter reading unit
22. **Read Seq** - Meter reading read sequence
23. **Meter Size** – Meter Size in Inches
24. **Direction** – South or North
25. **Comments** – Any comments from GCDWR

**The Inbound file (Contractor -> GCDWR) includes the following information:**

1. **Activity Date** – The actual date the work order is assigned to the contractor.
2. **Service Order** – The unique work order number in the GCDWR ERP system.
3. **Connection Object** – Unique ID to identify the property.
4. **Water Installation** - Unique ID in the GCDWR ERP system to identify the type of water installation at a property.
5. **Sewer Installation** - Unique ID in the GCDWR ERP system to identify the type of Sewer installation at a property.
6. **MRU** – Meter reading unit in the GCDWR ERP system
7. **Read Sequence** – The sequence number assigned to a property for meter reading purposes.
8. **New Meter** - The new meter number at the property.
9. **Worked By** – Name or initials of the technician

10. **Location Addition** - Additional location information of the meter
11. **Copper Used** – Quantity of copper used for the meter installation

**Specifications for Uploading Pictures:**

1. Pictures of the meter installs should be uploaded to GCDWR FTP site along with completed work order file.
2. Filename of the pictures should contain only the new meter number.
3. The file type should be JPG and high resolution.
4. A sample file will be uploaded to the FTP site as a guide for the successful Contractor.
5. Multiple pictures can be uploaded for the same meter with a number sequence followed at the end:
  - a. Ex – 16283839-001
  - b. Ex – 16283839-002
  - c. Ex – 16283839-003

The Contractor shall complete each work order properly with a sketch drawn on each work order showing the location of the meter installed with at least three references measured in feet. The measurements supplied will be accurate measurements. Approximated locations will not be accepted. Correct meter numbers are to be given on each work order and failure to do so will initiate a fee of \$25.00 to be paid by the Contractor. Contractor shall be required to return to the site at their sole expense to verify locations or meter numbers incorrectly submitted. All work orders that are completed are to be turned in to the County daily.

4. **Meter Placement:** If no identification of preferred meter location is provided at the site, meters are to be installed in the center of the road frontage, approximately eight (8) feet from the curb. Installation location shall not conflict with sidewalks, driveways, or other hardscape in place or indicated for future installation. Relocation of a meter not set properly will be at the Contractor's expense if such installation was due to the error of the field crew. If installing a meter in a Conservation Sub-division, follow the standard drawings of Planning and Development. If builder places a meter card indicating where they want a meter set, or a curb-stop is already set, Contractor shall make all reasonable efforts to set the meter at that location or provide justification to the Project Manager for not setting the meter in the requested location.
5. **Payment Submittals:** The Contractor shall provide the County (on an Excel spreadsheet) the work order number, with location of meter, street address, city, subdivision name, lot and block, date installed, meter number, and installation initials (double spaced). To expedite payment, a second computer list will be provided in subdivision order. Submittals will be made as follows: The Contractor will submit for payment new meters installed during each month by the second day of the following month. The Project Manager shall inspect meter installations throughout the month at their discretion to evaluate methods employed and the quality of the work. Any meter installations failing to pass inspection will not be paid until corrections have been made and another inspection has been completed. If invoices are rejected by the County Contractor due to the failure of the Contractor to adequately document the work, produce acceptable quality of work, or address identified defective works, the Contractor shall address such short-comings as identified by the Project Manager and shall re-issue associated invoices, which must reflect the date that such changes have been implemented.
6. **Quality of Work:** The Contractor shall provide a quality control review of their work which will effectively verify and monitor the adequacy of their work efforts and documentation. The methods used shall require approval of the Project Manager. If at any time the Project Manager finds the methods employed by the Contractor or the quality of the installations to be inadequate, the Contractor shall revise their methods or suspend the use of the crew providing inadequate quality work. Contractor shall address such rejected work at their sole expense.

The County reserves the right to verify installations and repairs using whatever methods are available and considered appropriate at their sole discretion. If a leak is identified by the County within 10-feet of the Contractor's work during such review, the County may repair such defective works, hire a third party to perform the repair, or require the Contractor to return to the site and repair such work themselves. Such remedial work shall be at the sole expense of the Contractor regardless of the method used to perform such repair.

Should the Contractor fail to complete the assigned work within the time limits provided, fail to adequately document the work and submit such documentation in a timely manner, or produce poor quality work, the County may: withhold or reduce the issuance of future work assignments; withhold payment of submitted invoices until such time that the outstanding work is properly completed, repaired, and documented to the satisfaction of the County; or terminate the contract.

## **V. PART 5 – BID SCHEDULE**

### **EXPLANATION OF BID SCHEDULE**

The Contract will be an "Open-End" type to provide for the requirements of Gwinnett County on an "as-ordered" basis. The quantities of Work given for Unit Price Items in the Bid Form are approximate and are assumed solely for comparison of the bids. The Quantities listed on the Bid Form may be increased, decreased or eliminated as necessary to satisfy the needs of the County. The quantities listed in the bid schedule are not guaranteed to be assigned by the County. Since quantities and rate are not guaranteed to be accurate statements or estimates of quantities of Work that are to be performed under the Contract, any departure, therefore will not be accepted as grounds for adjusting the Unit Rate provided in the Bid, any claim for damages, for extension of time, or for loss of profits regardless of the quantities actually installed.

It is the intent of these Bid Documents to procure Complete Works, fully functional and in compliance with County Standards and specifications. Unit Rates provided by the Contractor shall be all-inclusive to achieve this end result. It is not the intent of these documents to provide a complete and full description of the methods and materials necessary to achieve the end result. The omission from these documents of standard procedures or materials normally used in the implementation of the Work shall not relieve the successful Bidder from the performance of those requirements nor be cause for claims for additional compensation unless specifically identified in the Bid. This project will require significant administration and coordination on the part of the Contractor. Contractor shall consider such needs and shall include these costs in the Unit Rates provided in the Bid Form. No separate payment shall be made for the administrative requirements of the Contractor or Direct Costs associated with the management, implementation, or documentation of the Project.

Contractor's unit rates shall cover the Contractor's full cost to perform one unit of each line item as an independent incident, while being competitive enough to provide reasonable full cost coverage for innumerable quantities per incident and/or comprehensively.

### **MEASUREMENT AND PAYMENT**

Project management, customer notification and coordination, traffic control, excavation, backfilling, site restoration, erosion control, flushing, and disposal of any debris or wastes generated by the work shall be included in the unit prices supplied by the Bidder. Surface restoration and site clean-up shall include the restoration of grass cover in-kind to the satisfaction of the customer and the Project Manager and shall reflect the grass cover existing prior to the repair, up to and including the placement of sod. Bare ground shall be restored by the placement of grass seed and straw. Surface restoration of grassed areas is to be included in the unit rates provided by the Bidder. No additional payment shall be considered for these activities unless specifically identified in the descriptions following. Such efforts are considered incidental to the work described and shall be the responsibility of the Contractor to provide.

The contractor shall be responsible for complying with the Georgia "Dig" law. The Contractor shall schedule their work such that utility locates are appropriately considered in the allotted time limits set for the work. Safety of the crews, public and the works shall be responsibility of the Contractor and shall be included in the unit rates provided unless specifically identified in the Bid List as a separate item.

No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by the Gwinnett County Project Manager.

### **SECTION A – INSTALLATION OR RELOCATION OF WATER METERS**

**Section A-1 - CHLORINATION OF WATER MAINS:**

**Items 1-4: Chlorination of Water Mains (diameter varies).** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to chlorinate and collect test samples from water mains ranging in size from 6" to 12" prior to the installation of water meters. The specific approval of the Project Manager shall be required prior to initiating services under this line item. Chlorination shall be performed using the methods, materials and standards of AWWA and GCDWR. GCDWR will test the samples collected by the Contractor at no charge to verify successful decontamination of the mains. Any subsequent retests or rechlorination required to achieve successful decontamination of the main shall be performed by and at the expense of the Contractor. Payment shall be made at the unit rate bid per linear foot of pipe assigned by GCDWR and treated.

**Section A-2 – INTSALLATION OF NEW WATER METERS (3/4" – 2")**

**Items 1-4: Installation of New Water Meters (3/4" – 2").** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to install new water meters ranging in size from ¾" to 2". County-provided materials are detailed above. Work shall include tapping of main, installation of service line to the meter location, and installation of the meter and meter box. Long side installations shall be performed using trenchless methods unless specifically approved for open cut installation by the Project Manager. If open cut installation results in a road cut, the limits of the trench shall be kept as small as possible to accomplish the work safely. Payment shall be made at the unit rate bid per each new meter installation assigned by GCDWR and installed in compliance with Gwinnett County standards.

**Item 5: Extra Length of Service Line.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for installing ¾"-2" water service lines beyond 50-foot length for short-side installations or 75-foot length for long-side installations. Payment for each additional foot of service line length beyond the limits identified here shall be made at the unit rate bid and shall be all-inclusive. County-provided materials shall be limited to those specifically identified in Part 3 item 6 above.

**Section A-3 – MOVE METER ¾"-2" WITHOUT NEW TAP**

**Items 1-2: Relocate Meter ¾"-2" – without installing tap.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for relocating a ¾"-2" water meter from one location on a lot to another location on the same lot. Unit rate bid shall include all work necessary to move meter and meter box, extend service line to new location, purge the service line of debris or sediment, and prepare meter to set into service. Relocation shall comply with County standards and return the meter to full function ready to be set into service. County-provided materials shall be limited to those specifically identified in Part 3 item 6 above. Payment shall be made at the unit rate bid per each meter relocation assigned by GCDWR and completed in compliance with Gwinnett County standards.

**Section A-4 – MOVE WATER METER ¾"-2" WITH NEW TAP**

**Items 1-4: Relocate Meter ¾"-2" – including installing tap.** Work performed under this line item includes providing all labor, materials, tools, traffic control, and equipment necessary for relocating a ¾"-2" water meter from one location on a lot to another location on the same lot. Unit rate bid shall include all work necessary to move meter and meter box, extend service line to main, installation of a new tap, abandon existing tap, purge the service line of debris or sediment, and prepare meter to set into service. Relocation shall comply with County standards and return the meter to full function ready to be set into service. County-provided materials shall be limited to those specifically identified in Part 3 item 6 above. If work assigned includes long-side tap, trenchless methods shall be used if possible. Specific, prior authorization of the Project Manager for open cut installation is required. Payment shall be made at the unit rate bid per each meter relocation assigned by GCDWR and completed in compliance with Gwinnett County standards.

**Section A-5 – MISCELLANEOUS METER SERVICES**

**Item 1: Locate Covered Meter.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to locate covered water meters, excavate to the meter, adjust meter to appropriate depth as necessary to provide access, and set a new meter box. No additional payment shall be made for work

performed outside of normal working hours unless authorized in advance by GCDWR. Payment shall be made at the unit rate bid per location assigned by GCDWR and completed in compliance with Gwinnett County standards.

**Item 2: Directional Bore.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to directional bore ¾" – 2" water service lines under a main road consisting of four (4) or more lanes of traffic at the request of the County Project Manager. Work approved under this line item shall be in addition to, and not a replacement for, charges for Long-Side installation. No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by GCDWR. Payment shall be made at the unit rate bid per each location assigned by GCDWR and completed in compliance with Gwinnett County standards.

**Items 3-4: Replace Existing Water Meters (¾"-2").** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to remove and replace an existing water meter ranging in size from ¾" to 2" without modification or installation of water service line. County-provided materials are detailed above. Work shall include removal and replacement of meter box if required, and surface restoration over the full area disturbed by the work. Payment shall be made at the unit rate bid per each meter replacement assigned by GCDWR and installed in compliance with Gwinnett County standards.

**Item 5: Abandon Tap as a Stand-Alone Work Order.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary for abandoning a ¾"-2" water service tap not associated with the work undertaken under other line items of this contract. County-provided materials shall be limited to those specifically identified in Part 3 item 6 above. Payment shall be made at the unit rate bid for each tap assigned under this line item by GCDWR and completed in compliance with County standards.

#### **Section A-6 – CONCRETE/ASPHALT**

**Items 1-3: Concrete/Asphalt.** Work performed under this line item includes providing all labor, materials, tools and equipment necessary to remove and replace sidewalks, driveways and curbing, (all material types included). Replacement of concrete shall match the existing work in section, finish, and dimension, and shall meet the specifications and detail of the agency having jurisdiction over the road whether County or DOT. Dimension of concrete removal and replacement shall be as set out in these documents. Restoration of asphalt or concrete works shall be completed within 10 calendar days following the completion of the associated service call. Long side installations shall be made using trenchless methods whenever possible. Road cuts must be approved in advance by Gwinnett County Project Manager. The restoration of road cuts shall meet Gwinnett County standards and are to be warrantied against settlement or separation for not less than 90-days. No additional payment shall be made for work performed outside of normal working hours unless authorized in advance by GCDWR. Payment shall be made at the unit rate bid per Square Yard of pavement approved for removal by Gwinnett County Project Manager.

#### **Section A-7 – MISCELLANEOUS SERVICES**

**Item 1: County Directed Services not covered under other line items.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to perform miscellaneous services requested by GCDWR that are not covered under another line item of this contract. County provided materials are detailed in Part 3 item 6 of these documents. Contractor shall prepare and submit a cost estimate for the work requested within 24-hours of the request which must be approved by the Project Manager prior to undertaking the work. Such estimate shall be all-inclusive and provide for a complete work ready to set into service. Acceptance of the assignment shall be evidence that the Contractor is adequately qualified and experienced to undertake the assignment safely and effectively. Payment shall be made at the unit rate bid for each hour of service approved by GCDWR prior to undertaking the work, modified by the Project Manager during the execution of the effort, and completed in compliance with County standards.

**Item 2: Specialty Landscaping Services – Hourly Services.** Work performed under this line item includes providing all labor, materials, tools, traffic control and equipment necessary to remove and replace to the satisfaction of the customer and GCDWR of any specialty landscaping as described in Part 3.11 of these documents. County shall not supply any materials under the work assigned under this line item. Contractor shall prepare a cost estimate for the work requested which must be approved by the Project Manager prior to undertaking the work. The cost estimate must be submitted within 24 hours of the work request. Such estimate shall be all-inclusive and provide for a

complete work. Acceptance of the assignment shall be evidence that the Contractor is adequately qualified and experienced to undertake the assignment safely and effectively. If Contractor performs tree or shrub removal, they shall be responsible for any damages arising from the work, the disposal of all debris, and removal or stacking of wood on-site at the direction of the home-owner. The hourly rate shall represent full compensation for all work undertaken. Payment shall be made at the unit rate bid for each hour of service approved by GCDWR prior to undertaking the work, modified by the Project Manager during the execution of the effort, and completed in compliance with County standards.

**Item 3: Percentage Above Cost for Contractor-Supplied Materials – Specialty Landscaping.** This line item shall be applied to any materials supplied by the Contractor in association with Specialty Landscaping as approved in advance for replacement by the County Project Manager and as described in Part 3 item 11 of these documents. Costs of materials supplied under this contract must be verified through the submission of invoices. Acquisition, transport, and temporary storage of the materials shall be the responsibility of the Contractor and no additional payment shall be considered for such by the County. No payment shall be made for any materials purchased but not installed. The restoration of grass cover of any type, including sod, is specifically excluded from this line item. Payment shall be made at cost of the materials pre-approved for acquisition and properly installed at the site plus the percentage indicated in the Bid. Payment shall be full compensation for these materials. Percentage over cost shall not exceed ten percent (10%).

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**BID SCHEDULE**

**Section A – North**

**A-1 North – Chlorination of Water Mains**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	100	6" Main	\$ /FT	\$
2.	100	8" Main	\$ /FT	\$
3.	100	10" Main	\$ /FT	\$
4.	100	12" Main	\$ /FT	\$
<b>SECTION A-1 NORTH TOTAL</b>				<b>\$</b>

**A-2 North – Installation of New Meters, ¾" – 2"**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1,600	¾" – 1" Short Side Connection	\$ /EA	\$
2.	800	¾" – 1" Long Side Connection	\$ /EA	\$
3.	35	1-1/2" – 2" Short Side Connection	\$ /EA	\$
4.	10	1-1/2" – 2" Long Side Connection	\$ /EA	\$
5.	800	EXTRA Length of Service Line	\$ /LF	\$
<b>SECTION A-2 NORTH TOTAL</b>				<b>\$</b>

COMPANY NAME \_\_\_\_\_



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**A-3 North – Move/Replace Meter Without New Tap**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	100	Move Existing ¾" – 1" Meter	\$ /EA	\$
2.	10	Move Existing 1 ½" – 2" Meter	\$ /EA	\$
<b>SECTION A-3 NORTH TOTAL</b>				<b>\$</b>

**A-4 North – Move Meter With New Tap**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	10	¾"- 1" Short Side Connection	\$ /EA	\$
2.	10	¾" – 1" Long Side Connection	\$ /EA	\$
3.	5	1-1/2" – 2" Short Side Connection	\$ /EA	\$
4.	5	1-1/2" – 2" Long Side Connection	\$ /EA	\$
<b>SECTION A-4 NORTH TOTAL</b>				<b>\$</b>

**A-5 North – Miscellaneous Meter Services**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	40	Locate Covered Meter	\$ /EA	\$
2.	1,000	Directional Bore	\$ /LF	\$
3.	20	Replace Existing ¾" – 1" Meter	\$ /EA	\$
4.	10	Replace Existing 1 ½" – 2" Meter	\$ /EA	\$
5.	20	Abandon Existing TAP	\$ /EA	\$
<b>SECTION A-5 NORTH TOTAL</b>				<b>\$</b>

COMPANY NAME \_\_\_\_\_

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**A-6 North – Concrete/Asphalt**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	400	Remove and Replace Sidewalk Joint to Joint	\$ /SY	\$
2.	50	Remove and Replace CONCRETE In-Kind – Including Pavement, Driveways, Roads, Parking, Misc.	\$ /SY	\$
3.	150	100% Crusher Run With Hot Patch (Asphalt Repair)	\$ /SY	\$
4.	300	Replace Sod	\$ /SY	\$
<b>SECTION A-6 NORTH TOTAL</b>				<b>\$</b>

**A-7 North – Miscellaneous Services**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Definition Of Hours as Defined in Bid Specifications. Please Provide Rates for the Following. Totals shown for each line item are to be included in the Bidder's Total Bid for the Work.</b>				
1.	200	County Directed Services not covered under other Line Items	\$ /HR	\$
<b>Specialty Landscaping Services</b>				
2.	200	Repair Crew Hourly Rate For The Removal And Replacement Of Specialty Landscaping Authorized By The County	\$ /HR	\$
3.	\$10,000.00	Indicate Percentage Above Cost For Contractor Supplied Material – Specialty Landscaping ( <b>Not To Exceed 10%</b> )	%	\$
<b>SECTION A-7 NORTH TOTAL</b>				<b>\$</b>
<b>NORTH SECTION TOTAL (TOTAL OF SECTIONS A-1 THROUGH A-7 NORTH)</b>				<b>\$</b>

COMPANY NAME \_\_\_\_\_

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**Section A – South**

**A-1 South – Chlorination of Water Mains**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	100	6" Main	\$ /FT	\$
2.	100	8" Main	\$ /FT	\$
3.	100	10" Main	\$ /FT	\$
4.	100	12" Main	\$ /FT	\$
<b>SECTION A-1 SOUTH TOTAL</b>				<b>\$</b>

**A-2 South - Installation of New Meters, ¾" – 2"**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1,500	¾" – 1" Short Side Connection	\$ /EA	\$
2.	800	¾" – 1" Long Side Connection	\$ /EA	\$
3.	15	1-1/2" – 2" Short Side Connection	\$ /EA	\$
4.	15	1-1/2" – 2" Long Side Connection	\$ /EA	\$
5.	800	EXTRA Length of Service Line	\$ /LF	\$
<b>SECTION A-2 SOUTH TOTAL</b>				<b>\$</b>

COMPANY NAME \_\_\_\_\_

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**A-3 South - Move/Replace Meter Without New Tap**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	150	Move Existing ¾" – 1" Meter	\$ /EA	\$
2.	10	Move Existing 1 ½" – 2" Meter	\$ /EA	\$
<b>SECTION A-3 SOUTH TOTAL</b>				<b>\$</b>

**A-4 South - Move Meter With New Tap**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	10	¾"- 1" Short Side Connection	\$ /EA	\$
2.	10	¾" – 1" Long Side Connection	\$ /EA	\$
3.	5	1-1/2" – 2" Short Side Connection	\$ /EA	\$
4.	5	1-1/2" – 2" Long Side Connection	\$ /EA	\$
<b>SECTION A-4 SOUTH TOTAL</b>				<b>\$</b>

COMPANY NAME \_\_\_\_\_

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**A-5 South - Miscellaneous Meter Services**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	25	Locate Covered Meter	\$ /EA	\$
2.	1,000	Directional Bore	\$ /LF	\$
3.	20	Replace Existing ¾" – 1" Meter	\$ /EA	\$
4.	10	Replace Existing 1 ½"– 2" Meter	\$ /EA	\$
5.	25	Abandon Existing TAP	\$ /EA	\$
<b>SECTION A-5 SOUTH TOTAL</b>				<b>\$</b>

**A-6 South – Concrete/Asphalt**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	500	Remove and Replace Sidewalk Joint to Joint	\$ /SY	\$
2.	50	Remove and Replace CONCRETE In-Kind – Including Pavement, Driveways, Roads, Parking, Misc.	\$ /SY	\$
3.	100	100% Crusher Run With Hot Patch (Asphalt Repair)	\$ /SY	\$
4.	300	Replace Sod	\$ /SY	\$
<b>SECTION A-6 SOUTH TOTAL</b>				<b>\$</b>

COMPANY NAME \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**A-7 South - Miscellaneous Services**

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Definition Of Hours as Defined in Bid Specifications. Please Provide Rates for the Following. Totals shown for each line item are to be included in the Bidder's Total Bid for the Work.</b>				
1.	200	County Directed Services not covered under other Line Items	\$ /HR	\$
<b>Specialty Landscaping Services</b>				
2.	200	Repair Crew Hourly Rate For The Removal And Replacement Of Specialty Landscaping Authorized By The County	\$ /HR	\$
3.	\$10,000.00	Indicate Percentage Above Cost For Contractor Supplied Material – Specialty Landscaping <b>(Not To Exceed 10%)</b>	%	\$
<b>SECTION A-7 SOUTH TOTAL</b>				<b>\$</b>
<b>SOUTH SECTION TOTAL (TOTAL OF SECTIONS A-1 THROUGH A-7 SOUTH)</b>				<b>\$</b>

**NOTE: Unit prices MUST contain ALL charges associated with service including travel and administrative costs.**

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.

COMPANY NAME \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**BID SCHEDULE CONTINUED**

In an effort to ensure adequate & timely meter installations, it is Gwinnett County's intent to award the Section A-North to one contractor and award the Section A-South to a different contractor. Therefore, if your firm is the low responsive and responsible bidder on both sections, only one section will be awarded to your firm. Please select the section you would prefer to be awarded if your firm is the low responsive and responsible bidder for both sections. Select only one (1) section below. If no selection is made below, Gwinnett County reserves the right to make an award deemed in its best interest.

Section A-North: \_\_\_\_\_

Section A-South: \_\_\_\_\_

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 July 19, 2023 or upon award.** Unless otherwise noted, quoted prices will remain firm for four (4) additional one (1) year periods.

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

**1<sup>st</sup> Renewal** \_\_\_\_\_ increase/decrease (circle one)

**2<sup>nd</sup> Renewal** \_\_\_\_\_ increase/decrease (circle one)

**3<sup>rd</sup> Renewal** \_\_\_\_\_ increase/decrease (circle one)

**4<sup>th</sup> Renewal** \_\_\_\_\_ increase/decrease (circle one)

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.**

**BID SCHEDULE CONTINUED**

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

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

Certification of Non-Collusion in Quote Preparation \_\_\_\_\_  
Signature Date

**In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.**

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_



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

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

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

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$\_\_\_\_\_ Start Dates \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$\_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$\_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**Company Name** \_\_\_\_\_



**BL075-23, Installation of New Water Meters 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\_\_\_\_

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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



**BL075-23, Installation of New Water Meters 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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

(seal)

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





## STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_

(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

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

Gwinnett County Board of Commissioners  
(Name of Oblige)

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

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

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

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

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



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

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

ATTEST:

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

\_\_\_\_\_

(Witness as to Principal)

\_\_\_\_\_

(Address)

\_\_\_\_\_

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

\_\_\_\_\_

(Witness as to Surety)

\_\_\_\_\_

(Address)

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

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

## **BONDING AND CONTRACT REQUIREMENTS**

### ***General Bond Requirements***

1. Bid Bonds - Amount of bond should be 5% of contract amount and submitted with your bid. Gwinnett County form Attached (Attachment A). Failure to use Gwinnett County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
4. Bonding company must be authorized to do business by the Georgia Insurance Department.
5. An original/certified copy of the Bonding company's Certificate of Authority or Power of Attorney must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding company must have a minimum AM Best rating of A-5 or higher as stated in Insurance Requirements.
7. Bonding Company must be 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. (Dept. Circular 570; 1992 Revision).
8. After bid opening, vendor has up to forty eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious error made in calculation of Bid. Withdrawal of Bid Bond for this reason must be done in writing within the forty eight (48) hour period. Bid Bond may not be withdrawn otherwise.

### ***Contract Requirements***

1. Successful vendor is required to do the following within ten (10) days of notification.
  - A. Return to Purchasing Office contract documents executed by the principal of the company and attested by the secretary or assistant secretary.
  - B. Provide Insurance certificates as specified in the bid documents.
  - C. Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to Gwinnett County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract Bonds shall be executed in duplicate.

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**  
**BL075-23, Installation of Water Meters on an Annual Contract**

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)

BOND # \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

Gwinnett County Board of Commissioners  
(Name of Oblige)

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

hereinafter called Oblige;

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

\_\_\_\_\_  
\_\_\_\_\_ Dollars

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

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

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

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

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

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

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

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

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

[Signatures Next Page]

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

ATTEST:

\_\_\_\_\_  
Resident or Nonresident Agent

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**BONDING AGENT CONTACT INFO**

Print Name\_\_\_\_\_

Company Name\_\_\_\_\_

E-Mail\_\_\_\_\_

Phone\_\_\_\_\_

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

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

BOND # \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

Gwinnett County Board of Commissioners \_\_\_\_\_ (Name of Oblige)

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

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

\_\_\_\_\_ Dollars

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

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

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

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

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

(Signatures Next Page)



ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Resident or Nonresident Agent

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

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

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

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

**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

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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 (61<sup>st</sup>) 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](http://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](mailto: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.