



August 23, 2023

**INVITATION TO BID
BL131-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **On-Call Water and Wastewater Tank Cleaning on an Annual Contract** for the Department of Water Resources.

Bid Submittal Date and Location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on September 12, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Instruction on Submitting Questions:

A WebEx pre-bid conference is scheduled for **10:00 A.M. local time on August 30, 2023**. To access, dial 408-418-9388, enter Access Code 23324134733##. All service providers are urged to attend. Questions regarding bids should be directed to Michael Milstein, Purchasing Associate II at Michael.Milstein@GwinnettCounty.com or by calling 770-822-7811, **no later than 3:00 P.M. on August 31, 2023**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

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

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

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

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

Michael Milstein
Purchasing Associate II

The following pages should be returned in duplicate as your bid: **Bid Schedule, Pages 8-10**
References, Page 11
Verify, Page 12
Code of Ethics, Page 13
Sub-Contractors List, Page 14
List of Personnel, Page 15

The Gwinnett County Department of Water Resources (DWR) is soliciting competitive sealed bids for Water and Wastewater Tank Cleaning on an Annual Contract at various DWR facilities. The contract will be an "Open-Ended" with County requirements to be satisfied on an "as needed" basis.

The work to be performed under this contract shall consist of all labor, materials, chemicals, supplies, parts, equipment, test equipment, services, tools, supervision, labor, engineering, technical knowledge, skills, and other incidentals required for the removal, dewatering, transportation, and disposal of the content of tanks at various water and wastewater treatment facilities, wastewater pump stations, and water tanks and booster pump stations, followed by the cleaning and high pressure water cleaning of the interior tank walls, floor, and piping. The tank contents may include water, sand, silt, sludge, grit, rags, hair, grease, plastics and/or other debris.

Requested services may include, but not necessarily be limited to, the following major items:

1. Clean certain structures and pipe when requested by DWR. These structures herein referred to as "basins, "structures" and/or "tanks", include tanks, basins, wet wells, channels, pits, sumps, vaults, manholes, junction boxes and connecting pipe.
2. Some tanks have covers; some do not. Some tanks have equipment and/or piping installed inside; some do not. In general, covers and equipment cannot be removed, and the cleaning services must be provided for the tanks in this condition.
3. For certain Water Production tanks, disinfection shall be required after cleaning in accordance with the Cleaning and Disinfection of Potable Water Storage Tanks section. See Appendix A for cleaning and disinfection specifications.
4. The Contractor shall also process and dispose of material removed from these structures at an approved offsite location.
5. Some material might contain hazardous waste and will require permits and licenses to handle, transport and dispose.
6. See Appendix C for a map of the Department of Water Resources facilities.

GENERAL REQUIREMENTS

- A. **COUNTY REQUIREMENTS:** This invitation and resulting annual contract will provide for the normal requirements of Gwinnett County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, the Contractor is obligated to deliver all articles and services that may be ordered during the contract term regardless of quantity or dollar volume.
- B. **REFERENCES:** Proposer to supply information for at least three (3) contracts of similar or greater magnitude bidder has performed within the past 5-years, listing Customer name and address, person to contact, telephone number and e-mail address for each reference. Failure to supply requested information or failure to meet reference requirements may result in the bid being deemed non-responsive.

- C. Contractor shall be responsible for County components or parts while in its possession and shall make good any damage to such components or parts.
- D. Contractor shall conduct the work in such manner as to minimize disruption of Gwinnett County operations.
- E. **OPTION TO AUDIT:** Contractor will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested and may be audited by a designated County staff or contractor. If such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.
- F. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and services of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.
- G. **FAMILIARITY WITH THE WORK:** Contractor acknowledges, by bidding on this contract that they have a full and complete understanding of the extent and nature of the work required and the conditions surrounding the performance.
- H. **CONDITION, WORKMANSHIP, AND INSPECTION:** All equipment and/or materials furnished by the Contractor will be new, equivalent to original manufacturer's standards, in first class condition, including containers suitable for shipping and storage, unless otherwise directed by the County in writing. Verbal agreements with the County will not be recognized. All work done under this contract will be performed in a skillful and competent manner. The County reserves the right to require that the Contractor remove any of their own employees, agents, or sub-contractors, whom the County deems incompetent or careless, from performing work on County projects. The County reserves the right to inspect any work performed under this contract both at the job site and at the Contractor's facilities. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
- I. **CORRECTION OF WORK:** The Contractor shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The Contractor will bear all costs of correcting such rejected work.
- J. **CONTRACTOR RESPONSIBILITY:**
 - 1. As may be required to perform the level of effort described in the task order, the Contractor shall furnish all labor and facilities; fabricate, assemble, receive, inventory, verify, package, store, and ship material and equipment necessary for the performance of these efforts. The Contractor shall acquire or procure those incidental material items necessary to complete tasking.

2. The Contractor is solely responsible for obeying the requirements of any statutes, laws, regulations, executive orders, consent standards, or codes governing the type of work performed.
 3. **SAFETY:** Contractor will be responsible for the safety of their personnel. Costs for safety program and measures to be included in the hourly rates and percentages of markup in the Fee Schedule.
 - a. Contractor must comply with all applicable OSHA regulations, Gwinnett County DWR Safety Policies and Procedures as well as other applicable regulatory agencies (i.e. DOT, EPA, EPD) or established industry standards (i.e. NFPA 70E) where required by Federal, State or local regulations. Service providers may follow their own policies and procedures, provided they are equal to or more stringent than applicable standards.
 - b. Contractor will ensure they provide an accurate headcount to the DWR key contact should conditions warrant a facility evacuation. These situations include fire, chemical spill, etc.
 - c. Contractor will contact 9-1-1- in the event of a serious injury or illness and notify the Gwinnett County Project Director/Manager immediately.
 - d. Contractor will require any subcontractors to adhere with all applicable laws and regulations.
 - e. Contractor will provide proof of employee safety training and/or programs, when requested, to DWR documenting compliance with regulatory requirements and assuring safe working practices upon request.
 - f. Contractor will notify DWR of any work-related hazards or hazardous chemicals they intend to introduce into the workplace and provide SDS's.
 - g. Contractor will utilize appropriate personal protective equipment (PPE) to protect their employees and subcontractors from conditions associated with their work.
 4. The Contractor shall be responsible for obtaining any permits and licenses that may be required by his personnel to support tasks performed under this contract, including any associated fees.
 5. The Contractor shall ensure that all Contractor personnel performing any work in Confined Spaces are properly regulated, trained, equipped, and certified under CFR-29-1910.46. The attached Personnel Form should be completed and submitted with bid to include any required certifications, licenses, permits, etc. required for employees providing services under this contract. The awarded contractor is responsible for ensuring these are maintained for the life of the contract. The County reserves the right to request proof periodically throughout the life of the contract to verify compliance.
- K. Gwinnett County reserves the right to purchase and furnish Contractor with equipment, supplies, materials, seals, piping, valves, wire, cables, components, parts, switchgear, apparatus, devices, fixtures, conduit, raceways, and any other items needed to begin and/or complete a project under this contract.
- L. **USUAL AND CUSTOMARY RATES FOR SERVICE AND REPAIR CONTRACTS:** In maintenance, repair and service contracts where total costs are not fixed but are based upon time and materials only; then, Gwinnett County reserves the right to verify that the Contractor's prices are not in excess of usual and customary rates typically charged in the industry for the work requested. Should the County discover

that the Contractor is charging more than the usual and customary rates, then the County reserves the right to award such work outside the contract. In all such cases, the Contractor shall furnish the County with a not-to-exceed cost and completion time prior to beginning any work. At no time will Contractor begin any work without prior approval from the DWR

- M. **AWARDS:** Gwinnett County reserves the right to make no awards, partial awards (reduced quantities), multiple awards, one award for all items; or whatever the County deems to be in its best interest.
- N. **SUBCONTRACTING:** Subcontracting for portions of the work will be allowed in the performance of work covered under this contract but only with the express written permission of Gwinnett County. Contractor shall be capable of executing a majority of the requirements of this contract (at least 80%) with "in-house" staff and without the exclusive use of sub-contractors. The unauthorized use of sub-contractors may result in cancellation of the contract.

SPECIFIC REQUIREMENTS

- A. Response Times: Contractor agrees to respond to routine tank cleaning projects within twenty-four (24) hours after receipt of call or notification from DWR. Delivery of routine tank cleaning services will be within the time requirements stated later in this section. Contractor also agrees to respond to emergency calls within two (2) hours after receipt of notification from DWR. An emergency shall be defined as any condition that poses a threat to health, welfare, or safety of people and/or property or a condition that will negatively affect any essential service(s) as determined by DWR. Contractor will provide DWR with a twenty-four (24) hour emergency contact.
- B. The Contractor will respond in 3 to 5 days with a cost proposal when requested by DWR. The proposal will be based on the Fee Schedule submitted with the Bid. Each proposal shall be inclusive of cost, schedule, and a proposed work plan.
- C. After acceptance of the cost proposal by DWR, an executed Purchase Order will be sent to the Contractor. This Purchase Order will serve as the Notice to Proceed.
- D. Contractor shall arrange a Kick-Off Meeting within 3 days of the Purchase Order at the location where services are to be performed.
- E. The Contractor shall review the Work Plan and schedule and commence work within 5 days of the Kickoff Meeting. The Work Plan will include a full description of each work task, location(s) where work will be done, tanks that will be cleaned, where and what on-site and off-site processing will be performed, Haul Route Plan, Safety Plan, and the ultimate disposal location.
- F. The Contractor shall make a site plan to describe where they will need space for parking equipment (e.g. vacuum trucks), which shall be submitted to DWR for approval. If the equipment must be located on any surface other than a paved area intended for the weight of the equipment, the Contractor shall be responsible for protecting curbs, landscaping, above ground facilities and equipment, and underground utilities.
- G. If Contractor elects in his work plan to mobilize equipment and dewater residual material from the tanks on-site, then the On-Site Dewatering Requirements apply. See Appendix B.

- H. While conducting tank cleaning operations, Contractor shall always have a superintendent in responsible charge at the removal site. This person shall have the authority to make decisions pertaining to the project and shall be the point of contact with DWR for all communications during field operations.
- I. After pressure washing, and before being returned to service, all water production tanks shall be disinfected in accordance with the Cleaning and Disinfection of Potable Water Storage Tanks (Appendix A).
- J. Contractor shall maintain work areas in a clean and "workmanlike" manner. Residuals, wastewaters from the dewatering process, and chemical and fuel spills shall be cleaned up immediately and not allowed to enter storm water drains or remain on the ground. Contractor shall notify DWR immediately when any spill occurs. Contractor shall provide spill prevention and containment plans for both the on-site activities and hauling to a disposal site. In the event of a spill resulting from Contractor's actions, Contractor shall pay any fines levied against DWR.
- K. Contractor may be allowed to store dewatered residuals for a limited period at preapproved, designated storage areas at facility sites. Plans for temporary on-site storage must be included in the Contractor's work plan.
- L. The disposal site or facility for the residual material removed from the site must be stated in the Contractor's work plan and be an approved and permitted facility for such disposal. The site must meet all Federal, State and Local regulations for such disposal. Excepting permitted landfills in the State of Georgia, Contractor shall provide letters and other documentation to DWR for all other disposal facilities or sites the Contractor may use to verify that the facility or site is in compliance with applicable regulations.
- M. For some tank cleaning projects, DWR may allow disposal of tanker truck contents to a DWR Water Reclamation Facility. This will be approved on a project-by-project basis.
- N. The selection of an appropriate disposal facility is the responsibility of the Contractor.
- O. Contractor shall provide a licensed electrician and services for connections to DWR facility service points. DWR personnel will not assist.
- P. The Contractor may be asked to coordinate their activities with other DWR Contractors.
- Q. Contractor shall provide "weigh tickets" for each truck or trailer of material removed from the treatment plant site as part of his documentation for payment. Weigh tickets shall be generated from a scale inspected by the State of Georgia and approved for providing certified weights to be used for purposes of commerce transport on Federal highways and interstates.
- R. The Certified Weigh Ticket must show gross weight, tare weight, net weight, date and time of weighing, tractor and trailer, license/equipment numbers, name of contractor, subcontractor, driver and City manifest number.
- S. Contractor shall comply with all applicable safety standards to include DWR safety policies. Contractor will be subject to inspection by DWR safety personnel.

- T. Contractor shall treat the tanks as confined, hazardous space at all times. Contractor shall maintain continuous atmospheric monitoring while personnel are inside any tank. Monitoring shall be provided for the tank and inside any building where the tank access opens into a building. Monitoring shall be for oxygen levels, percent L.E.L., carbon monoxide, and hydrogen sulfide. Monitoring devices shall be equipped with alarms to automatically warn personnel of the onset of dangerous atmospheric conditions. The tank and building shall be continuously ventilated to the atmosphere and monitored by approved detection devices. Contractor shall have immediately available, and continuously in place, confined space rescue equipment and personnel certified in their use. All confined space safety materials and equipment shall be the sole responsibility of the Contractor.
- U. Contractor shall provide DWR a copy of the Safety Data Sheet for each chemical additive or polymer, prior to any use of such materials used for on-site dewatering operations. The Owner reserves the right to reject any chemical which poses a threat to the safety of plant personnel, or which may interfere with the plant's treatment processes.
- V. The work area envelope at water reclamation facilities' digester complexes, digesters, biosolids storage basins, and primary sludge pumping stations are designated Class I, Division I according to the National Fire Protection Association Standard 820: Standard for Fire Protection in Wastewater Treatment and Collection Facilities. Contractor and his subcontractors and suppliers shall perform services in a manner and utilize equipment to meet the requirements of this standard.
- W. Contractor may not turn on or off equipment, open or close valves, connect or disconnect electric service, or otherwise operate or interfere with facility operations.
- X. Before any roadway or facilities are blocked off, DWR's approval shall be obtained to coordinate operations for the facility.
- Y. Contractor shall at all times maintain an unobstructed and safe walkway through the work area to allow facility operations personnel to have access to equipment and make safe passage from one entrance of buildings adjacent to or adjoining the tank(s) to the exit of the other.
- Z. The Contractor shall coordinate the work to avoid any interference with normal DWR operations.
- AA. Contractor may have limited use of 120-volt single phase, 208-volt 3-phase or 230-volt 3-phase electric power, and water taps, where available. Otherwise, provisions should be made for portable stand-by power.
- BB. Prior to starting the Work, the Contractor shall furnish, for use of Contractor's personnel on the job, subcontractors, and all other on-site personnel, all necessary toilet facilities which shall be secluded from public observation. Use of Owner's existing sanitary facilities by construction personnel will not be allowed.
- CC. Regular maintenance operating hours are Monday – Friday 7:30 a.m. to 3:30 p.m. except on County holidays. Overtime is between 5:00 p.m. and 7:00 a.m. Monday through Friday and all-day Saturday, Sunday, and County holidays.

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

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. QTY	HOURLY RATE OVERTIME WORK*	HOURLY RATE REGULAR WORK (7AM-4PM)*	EXTENDED PRICE REGULAR WORK*
SECTION A					
1	Confined Space Entry Labor & Equipment	80 HRS	\$	\$	\$
2	Pressure Washing Labor & Equipment	500 HRS	\$	\$	\$
3	Turbo Vac	400 HRS		\$	\$
4	Frac Truck (25k gal)	100 HRS		\$	\$
5	Medium Tanker Truck (5k gal)	800 HRS		\$	\$
6	Semi End Dump Trailer (20 yd)	800 HRS		\$	\$
7	Roll-Off Container (30 yd)	800 HRS		\$	\$
8	Flatbed Truck	250 HRS		\$	\$
9	Pick-Up Truck	1,000 HRS		\$	\$
10	Engine Driven High Volume Recirculation Pump	300 HRS		\$	\$
11	Engine Driven Transfer Pump Up to 500 GPM	200 HRS		\$	\$
12	In-Line Grinder	350 HRS		\$	\$
13	Dewatering Equipment (Belt press or centrifuge) Up to 100 GPM Federate	150 HRS	\$	\$	\$
14	Equipment Operator	1,500 HRS	\$	\$	\$
15	Foreman/Superintendent	750 HRS	\$	\$	\$
16	Field Technician	2,000 HRS	\$	\$	\$
17	Project Manager	150 HRS	\$	\$	\$
SECTION A TOTAL					\$
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE**	TOTAL PRICE	
SECTION B					
20	Landfill Disposal	2,500 WET TONS	\$	\$	
21	Tanker Truck Dump Fee	350,000 GAL	\$	\$	
SECTION B TOTAL				\$	

COMPANY NAME _____

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BID SCHEDULE CONTINUED

ITEM #	DESCRIPTION	APPROX. QTY	PERCENT MARK-UP	TOTAL PRICE**
SECTION C				
22	Parts, supplies and materials will be billed at invoice, cost plus ___ (Not to exceed 10%)*	\$10,000.00	%	\$
23	Rental equipment will be billed at actual cost, plus ___(Not to exceed 10%)*	\$10,000.00	%	\$
24	Subcontractors will be billed at actual cost, plus ___ (Not to Exceed 10%)*	\$10,000.00	%	\$
SECTION C TOTAL				\$
OVERALL TOTAL (SECTIONS A + B + C)				\$

NOTE:

- * Hourly rates in the bid schedule should cover the cost of all in-direct labor, equipment, and materials necessary to support the direct labor categories in fulfilling the requirements of this annual contract.
- ** Unit prices cannot exceed two decimal points.
- *** For items #22-24, please use the following to calculate the Total Price. Calculate Total Price by adding \$10,000.00 + mark -up

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 and the bid will not be considered for award. **Contract to begin November 05, 2023, or upon award. If exercised, there is four (4) additional renewal options for twelve (12) month periods.**

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

Renewal Option 1: _____% Increase _____% Decrease Explanation_____

Renewal Option 2: _____% Increase _____% Decrease Explanation_____

Renewal Option 3: _____% Increase _____% Decrease Explanation_____

Renewal Option 4: _____% Increase _____% Decrease Explanation_____

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

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

COMPANY NAME _____

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

BID SCHEDULE CONTINUED

Certification Of Non-Collusion in Bid Preparation _____
Signature Date

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

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

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

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

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

Gwinnett County Vendor Number _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

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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 _____



Solicitation Name & No. BL131-23, On-Call Water and Wastewater Tank Cleaning on an Annual Contract

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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



Bid # & Description BL131-23, On-Call Water and Wastewater Tank Cleaning 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**

**GWINNETT COUNTY, GEORGIA
LIST OF PERSONNEL**

Services under this contract will be provided by the following personnel. Please include full name, job title, and years of experience providing similar services. Any changes to personnel will be submitted to the County in writing and approved by a County representative prior to the change. Documentation of all certifications, licensing, permits, etc. should be submitted with bid. Failure to provide may result in bid being deemed non-responsive:

NAME, TITLE, YEARS OF EXPERIENCE	CERTIFICATIONS/LICENSES

Company Name _____

INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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

**GWINNETT COUNTY
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. Agreements where there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

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

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State

of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

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

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

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

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

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

Buyer Initials: MM

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

APPENDIX A - CLEANING AND DISINFECTION OF POTABLE WATER STORAGE TANKS

This Appendix covers cleaning and disinfection of potable water storage tanks, including hauling and disposal associated with the removal, transportation and disposal of bulk liquid from disinfection and cleaning work, sediment laden water for tank cleaning, and obtaining required permits and DWR approval for neutralizing and discharging bulk liquid utilized during the cleaning and disinfection work specified herein.

Contractor shall furnish all cleaning and disinfecting materials and all equipment and labor necessary for the cleaning and disinfecting operations.

PART 1 - GENERAL

1.1 GENERAL

1.1.1 Coordination

The Contractor shall schedule any storage tank down-time with the DWR operations personnel prior to removing any of the existing facilities from service. Contractor shall notify DWR a minimum of five (5) working days in advance of tank disinfection and DWR representative shall be present to observe and coordinate filling, chemical sampling, and testing.

In all cases where it is necessary to interrupt service to water customers, permission of DWR shall be obtained.

Contractor shall coordinate cleaning and disinfection work with adjacent work as necessary to preclude work interferences or duplication of effort and to expedite the overall progress of the work.

Contractor shall provide all necessary piping, piping connections, flowmeters, pumping, valving, raw chemical, chemical mixing tanks and equipment, chemical metering pumps or other means of introduction, disinfectant, neutralization agents, chlorine residual test apparatus, personal protective equipment, and all other items of equipment or facilities necessary to complete the cleaning and disinfection work.

Contractor shall provide all power for lighting, operation of Contractor's plant or equipment, or for any other use by Contractor.

Contractor shall coordinate the sampling and testing of chlorine residual, bacteriological testing, and other parameters as required by DWR with the DWR testing facilities. All sampling equipment and field test units shall be provided by the Contractor.

Once all of the required disinfection and related work is completed, the Contractor shall coordinate placing the storage facilities back in service with DWR operations personnel. The Contractor shall provide any and all support, labor, and materials as required or directed by DWR for placing existing storage tanks back into service.

1.1.2 Preliminary Meeting

Prior to beginning the tank disinfection work, the Contractor shall schedule and conduct a preliminary meeting with DWR. Items to be covered include:

- 1.1.2.1 Connections to potable water system
- 1.1.2.2 Metering potable water
- 1.1.2.3 Cleaning & Disinfection Plan
- 1.1.2.4 Testing

1.1.3 Governing Standard

Except as otherwise specified herein, all work shall be in accordance with applicable requirements of the latest version of ANSI/AWWA and C652, Gwinnett County standards for bacteriological sampling in order to bring the tank back into service, and the requirement of the Georgia Environmental Protection Division, except as modified herein. If any state or local requirements conflict with the provisions of this section, the state and local requirements shall govern.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of neutralized or diluted chlorinated water from the cleaning and disinfection of storage tanks and to identify acceptable locations for disposal of the flushing water. All requirements and costs associated with notification and obtaining any discharge permits shall be the responsibility of the Contractor.

All cleaning and muck removal work shall be performed in compliance with the Federal Occupational Safety and Health Administration ("Occupational Safety and Health Standards", "Safety and Health Regulations for Construction", "Confined Space Entry Procedures").

1.1.4 Experience

The cleaning and disinfection work shall be performed by a subcontractor specialized in such work, or with the permission of DWR, Contractor may provide the necessary equipment and do the work with Contractor's own personnel. In either case, all work shall be done under the direct supervision of a competent and experienced specialist in such work.

Personnel performing the disinfection shall demonstrate a minimum of 5 years' experience in the chlorination and de-chlorination of similar storage facilities.

1.2 SUBMITTALS

1.2.1 Cleaning and Disinfection Plan

Unless otherwise specified, Contractor shall submit a detailed cleaning and disinfection plan to DWR 14 days prior to starting any cleaning and disinfection work. The plan shall cover the method and procedure proposed, necessary coordination, qualification of personnel performing the cleaning and disinfection work, sequence of operations, the limits of the tankage to be cleaned and disinfected, the positions of all valves, location of temporary bulkheads, materials and quantities of each to be used, equipment to be used, manner cleaning and disinfection, chlorine injection methods and locations, sample points, bacteriological testing location and schedule, potable water source, method of metering the water if required, neutralization and disposal of

wasted water, planned hauling and disposal requirements, and all other methods and procedures to be followed in performing the cleaning and disinfection work.

The plan shall also include the following:

- 1.2.1.1 Emergency Contact names and numbers.
- 1.2.1.2 Remediation plan in the incidence of disinfection testing failure.

1.2.2 Testing

Bacteriological testing shall be performed by an independent testing laboratory furnished by Contractor. The proposed independent testing laboratory will be certified by the State of Georgia to collect samples and perform bacteriological and residual chlorine analyses for drinking water. Contractor shall submit the qualifications of the proposed independent testing laboratory for DWR approval prior to performing the specified bacteriological tests. Upon completion of each test, three copies of the test results shall be submitted to DWR. The test results must be accompanied by the chains of custody for each sample.

Contractor shall provide all items of equipment, piping, and other facilities necessary to assist with the collection of the samples as required. Locations for bacteriological sampling shall be in accordance with the governing standards and as acceptable to DWR.

The chlorine residual tests shall be performed by Contractor. The test logbook shall be made available to DWR upon request and shall be submitted to DWR upon completion of all chlorine residual testing.

1.3 QUALITY ASSURANCE

1.3.1 Chlorine Residual Tests

Contractor shall provide the necessary apparatus for making the chlorine residual tests by the N,N-Diethyl-p-phenylenediamine (DPD) colorimetric method (4500-Cl-G) in the most recently approved Standard Methods for the Examination of Water and Wastewater). Test results shall be recorded in a logbook that includes for each test: the location, date, time, test results, and test kit manufacturer.

1.3.2 Bacteriological Tests

Sampling and testing of water in the tanks shall be performed in accordance with Section 5 of ANSI/AWWA C652. Samples shall be taken from a sample tap on the outlet piping of the storage facility, from a sample tap connected directly to the storage facility, from the top of the tank or hatch, or from an DWR approved location to ensure that the sample collected is from the water that has been in the storage facility.

1.3.3 Redisinfection

Should the bacteriological tests indicate the presence of coliform organisms at any sampling point, process as directed by the DWR, at no additional cost to the DWR, until two consecutive samples are negative, or the storage facility shall be subjected to draining and disposal followed

by repeated cleaning and disinfection procedures at the Contractor's expense until the desired results are obtained.

1.4 PROTECTION OF EXISTING FACILITIES

Extreme care shall be exercised not to damage any existing facilities, components or equipment. Any damage caused by the Contractor during the Work shall be repaired by the Contractor at no cost to the DWR.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials furnished by Contractor shall conform to the requirements of ANSI/AWWA C652 and shall be clean and free of debris which could infer questionable test results.

2.1.1 Liquid Chlorine shall conform to AWWA B301.

2.1.2 Calcium Hypochlorite (Dry) shall conform to AWWA B300.

2.1.3 Sodium Hypochlorite (Solution) shall conform to AWWA B300.

2.1.4 Chlorine Residual Test Kit

Chlorine residual concentration shall be measured using an appropriate range, drop count titration kit or an orthotolidine indicator comparator with wide range color discs. The color disc range shall be selected to match chlorine concentration limits. Test kits shall be maintained in good working order and available for immediate test of residuals at point of sampling. Test kits manufactured by Hach Chemical or Orbeco-Hellige are acceptable.

PART 3 - EXECUTION

3.1 TANK DRAINING

The Contractor, under the supervision of DWR, will drain the water from the storage tank(s) into the water distribution system. If the stored water is introduced into the distribution system via booster pumping, the Contractor shall schedule and request DWR to operate and drain the storage facilities to the lowest level achievable without damaging the installed pumping equipment.

It is anticipated that water will remain on the tank floor and may include sediment. The Contractor shall install and maintain watertight plugs on the tank inlet/discharge piping as required to prevent any sediment laden water or wash water from entering the water distribution system.

3.1.1 Removal of Sediment Laden Water

Obtain all necessary permits and comply with requirement therein.

Ensure all required safety precautions are in place prior to entering the storage tanks. This shall include, but not limited to, monitoring the quality of air found inside of the tank for oxygen, combustible vapors and organic vapors.

Prior to entering storage tanks, thoroughly clean all tools, personnel protection equipment and all other equipment which will enter the storage tanks.

Remove all sediment and remaining water from the floor of the storage tanks by approved method. Approved method may include the use of handheld tools to direct the sediment laden water to centralized locations where it can be removed, by pumping or other approved method, from the tank floor.

Transfer all sediment laden water to Contractor supplied tanker trucks and remove and properly dispose of the material off-site at a regulated disposal facility.

3.2 CLEANING

All interior surfaces of floor slabs, walls, columns and roof slabs shall be washed down. All scaffolding, planks, tools, rags, and other materials not part of the structural or operating facilities of the tank shall be removed.

All interior floors, wall, columns and ceilings of the tank, and including pipe, pipe fittings, valves, gates, floats, stop logs and all other equipment and all interior surfaces of manholes to the tank shall be thoroughly washed down with a chlorine solution containing 5 percent sodium hypochlorite. The 5 percent chlorine solution shall be applied by spraying or by suitable stiff bristled brushes. After 24-hours, all tested surfaces shall be thoroughly and completely flushed with clean water using high pressure hose streams. Water, dirt, and foreign material accumulated during cleaning shall be removed via a DWR approved method from the interior of the storage facilities. Water used for cleaning, preparation of solutions, and tank filling shall be potable water.

Throughout the entire cleaning procedure, all men working within the tank shall wear boots adequately sterilized in a 5 percent solution of sodium hypochlorite before entry. Whenever a man leaves the tank, before he can reenter, he must submerge his boots in the 5 percent hypochlorite solution.

Following the cleaning operation, vent screens, overflow screens, and any other screened openings shall be checked and put in satisfactory condition. Any material required to be in the operating storage facility after cleaning shall be thoroughly washed down with a chlorine solution containing 5 percent sodium hypochlorite. The 5 percent chlorine solution shall be applied by spraying or by suitable stiff bristled brushes.

3.3 DISPOSAL

All water used in cleaning and disinfecting the tank proposed for discharge to DWR's sanitary sewer system will be allowable only after DWR approval and coordination has taken place and all required permits received by the Georgia Environmental Protection Division.

All chlorinated wastewater to be discharged shall be neutralized by chemical treatment and disposed in accordance with Appendix C of ANSI/AWWA C652 and the requirements of the governing agency specified herein. Schedule, rates of flow, and locations of discharge of disinfection and flushing water shall be coordinated with DWR and in accordance with all applicable rules and regulations.

3.4 DISINFECTION

After the storage tanks have been thoroughly tested for water tightness and inspected for structural defects, all surfaces that will be in contact with water at overflow level in the interior of

the tank shall be thoroughly cleaned and disinfected in accordance with the latest version of ANSI/AWWA C652.

Disinfection procedures shall be in accordance with Method 3 (Section 4.3.3) of ANSI/AWWA C652. Water containing 50 ppm [50 mg/L] available chlorine shall be placed in the tank to fill approximately 5 percent of the total storage volume. Chlorine shall be added to the disinfecting solution as hypochlorite. The disinfecting solution shall be held in the tank for not less than 6 hours, the tank then filled to the overflow level with potable water, and allowed to stand for 24 hours. If a chlorine residual of at least 2 ppm [2 mg/L] then remains, the disinfection is satisfactory. If the chlorine residual is less than 2 ppm [2 mg/L], additional hypochlorite shall be added, the tank shall be allowed to stand for an additional 24 hours, and the chlorine residual shall be rechecked. After the disinfection is satisfactory, and subjected to satisfactory bacteriological testing and acceptable aesthetic quality all highly chlorinated water shall be purged from the drain piping and the tank may be placed in service.

Existing pipelines which may become contaminated during work requiring connections to existing pipeline, involving either tapping or cutting into operations, shall be flushed and disinfected in accordance with Section 4 of ANSI/AWWA C651.

3.5 CONTROL OF INFLOW AND DRAINING

The rates of inflow for filling and the rates of flow for draining the storage facilities and the times at which the filling or draining of the storage facilities will be permitted for the purposes of testing and disinfection shall at all times be at the discretion and direction of the DWR, and all lengths of time designated herein under the various procedures for testing and disinfection may be increased or decreased at the discretion of DWR. The work shall be performed by the Contractor as directed by DWR at no additional expense.

3.6 OPERATION OF VALVES AND OTHER SUCH DEVICES

No valve or other device controlling the flow of water shall be operated by the Contractor or any of his workmen, except in the presence of authorized representatives of DWR, and the operation of valves and such other devices shall be performed only at such times and in such a manner as permitted by DWR.

3.7 PRECAUTIONARY MEASURES

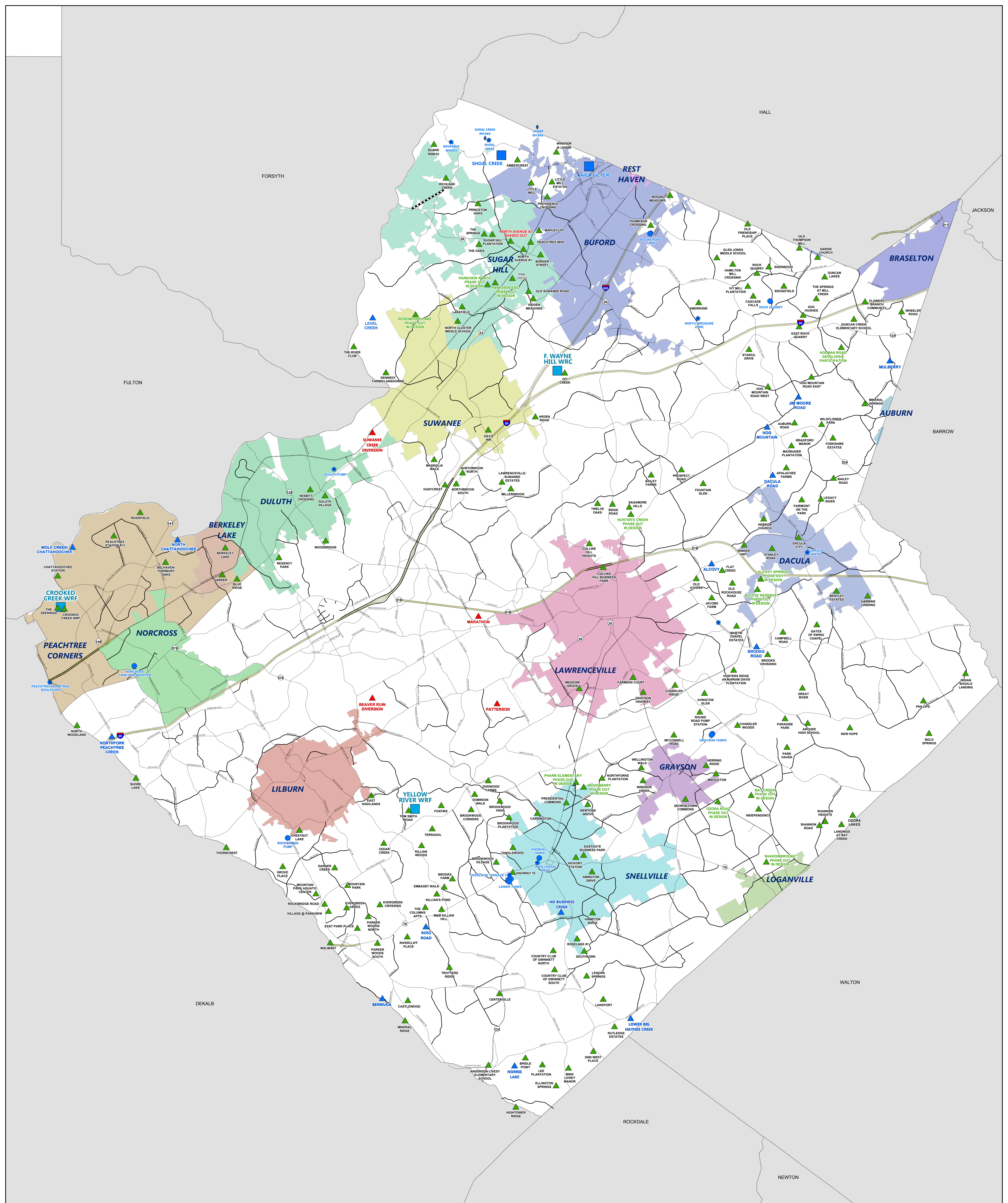
The Contractor shall be responsible for providing gas masks and safety equipment and the necessary forced ventilation of structures; conforming to laws, regulations, and requirements of controlling health or other authorities; for providing all facilities and for taking all precautions necessary to protect from injury and for safeguarding the health of all personnel in the performance of the work included under this section of the specifications.

APPENDIX B - ON-SITE DEWATERING REQUIREMENTS

1. Contractor shall supply all equipment necessary to accomplish the dewatering operations.
2. Contractor shall limit his work area such as to cause a minimum conflict with DWR operations as determined by DWR. All containers, equipment and pipes shall be installed without interference to facility operation or vehicle traffic.
3. DWR will designate a discharge point for filtrate and centrate wastewater generated by any dewatering operations.
4. If roll-off containers are used in conjunction with liner bags, the drainage from the containers must be contained and piped to the designated discharge point.
5. If mechanical dewatering is used, the filtrate must be captured and contained in pipe and conveyed to the discharge point.
6. For dewatering operations at DWR water reclamation facilities, all wastewaters including dewatering filtrate, centrate and other liquids discharged to the plant's treatment process shall not exceed the following limits:

Maximum Flow Rate:	700 gpm
Maximum NH ₃ Loading:	30 lbs./hr
Maximum Total Solids Loading:	120 lbs./hr
Maximum Total Solids Concentration:	1,000 mg/L as BOD ₅
Maximum Bod ₅ Loading:	95 lbs./hr
7. DWR will provide sampling and analysis of filtrate and centrate flow to verify the discharge limits. Contractor may perform their own sampling for verification; however, DWR shall be the sole judge of compliance with the limits. If the limits are exceeded, Contractor shall provide whatever means are required to comply with the limits.
8. Contractor shall provide instantaneous and total flow metering of filtrate and centrate flow. DWR personnel shall be allowed access to flow meter for observation and determination of accuracy of the meter.
9. Pumping and transporting of these liquids to the DWR designated discharge point is the sole responsibility of the Contractor. Contractor shall not use dilution water in an attempt to meet this specification. Contractor shall not return any sludge, grit, sand, scum, or miscellaneous foreign material to the treatment plant flow or any natural waterway.
10. Contractor shall visually check pipelines conveying wastewaters generated by any dewatering equipment once per hour during operation for any leaks and spills.
11. Mechanical dewatering equipment shall be attended at all times while in operation.

12. Dewatered residuals shall not exhibit any free water when subjected to the standard paint filter test for solid waste or other test that is acceptable to landfill or disposal site owner and allowed under their operating permit. This specification shall be met at the discharge point of the dewatering equipment and also at the disposal site.
13. Contractor shall be responsible for loading, transportation, and off-loading of dewatered material at an approved off-site facility.
14. Any laboratory services required shall be stated in the work plan and be a state approved lab for such testing.
15. Upon completion of dewatering operations, Contractor shall remove all equipment, materials, trash, debris, and other items resulting from the operations, and repair any damaged piping materials or equipment, and otherwise restore grounds to pre-existing condition and DWR's satisfaction.




Legend

- Water Tank
- Filter Plant
- ◆ Raw Water Intake
- ⊕ Pump
- ▲ Flow Management
- ▲ Pump Station
- ▲ Regional Pump Station
- Treatment Plant
- Interstate
- Major Road
- State Route

GWINNETT COUNTY


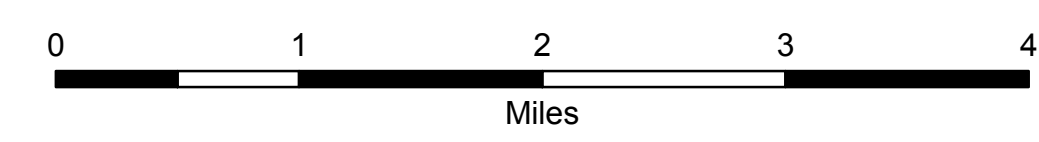
WATER AND SEWER FACILITIES

CURRENT AS OF JULY 2018



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Gwinnett County Water Resources
 Department of Water Resources
 Asset Management & Infrastructure Support Division
 Data Management Section
 S:\GIS\MXD\Maps for Sale - Water and Sewer Facilities

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