



January 17, 2024

**REQUEST FOR PROPOSAL  
RP006-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants to provide **Design and Construction Administration Services for the Gwinnett County New Police Headquarters** for the Department of Support Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on Friday, February 16, 2023**, at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A pre-proposal conference is scheduled for **10:00 A.M. on Thursday, February 1, 2023**, at the Gwinnett County Purchasing Division 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, GA 30046 in the Dogwood Conference Room. All consultants are urged to attend. Questions regarding proposals should be directed to Alexis Holland, Purchasing Associate II, at [alexis.holland@gwinnettcounty.com](mailto:alexis.holland@gwinnettcounty.com) or by calling 770-822-8741, no later than **3:00 p.m. Tuesday, February 6, 2024**. Proposals are legal and binding upon the consultant when submitted. One unbound 8 ½" x 11" single sided marked "original", five (5) exact copies minus the fee proposal, one (1) electronic copy on a flash drive (labeled Technical), one (1) electronic copy of the cost proposal on a flash drive (labeled Financial) should be submitted. **Cost Schedule should be submitted in a separate sealed envelope.**

Successful consultant will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-10 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 proposal documents supersede any verbal or written prior communications between the parties.

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

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

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

Purchasing Associate II

**The following pages should be returned as part of your proposal submittal:**

**Cost Schedule , Pages 11-12 (in a Separately sealed envelope)**

**Firm Information, Page 13**

**References, Pages 16-17**

**Ethics Affidavit, Page 43**

**Contractor Affidavit, Page 44**

**Gwinnett County New Police Headquarters – Design Request for Proposal****I. INTRODUCTION**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals for Design and Construction Administration Services for a New Police Headquarters from qualified Consultants with experience in design and engineering. This facility is located at 800 Hi Hope Rd, Lawrenceville, Georgia. The Consultant and the Consultant's Engineers shall be licensed to practice architecture and engineering in the State of Georgia. The construction delivery method is anticipated to be Construction Management At-Risk but due to unforeseen conditions, could be subject to change.

The following two options are to be considered as the design intent of this project:

Option A - New multi-story headquarters and new parking structure. Although Option A has not been programmed, the new facility is expected to be approximately 130,000 square feet and include a parking structure for approximately 575 vehicles. This option will be required to be designed and constructed to meet LEED Certified requirements. Final facility size and parking requirements will be based on accepted programming information and efforts included in this PROPOSAL. Consultant is to remain in strict adherence to the available budget for construction.

Option B - Phased renovation of the existing 68,456 square feet facility with the addition of a new 63,750 square feet multi-story addition (approximately), and new parking structure for 575 vehicles. The addition and renovation will be required to be designed and constructed to meet LEED Certified requirements. Final facility size and parking requirements will be based on accepted programming information and efforts included in this proposal. Consultant is to remain in strict adherence to available budget for construction.

More information on the proposed project, the County's objectives with the project, the character of the project site, and the development budget are contained in Section II, Background Information and Project Description, and the Appendices for the Request for Proposal. The Scope of Work expected under the resultant contract is outlined in Section III and described more fully in the Sample Agreement. Proposal Submission Instructions are detailed in Section IV; and the contract award will follow the procedures outlined in Section V, Selection Procedures. The proposal evaluation will be based on criteria described in Section V and will be by the Selection Committee described therein. Administration of the contract will be the responsibility of the Facility Construction Division of the Department of Support Services.

**II. BACKGROUND INFORMATION AND PROJECT DESCRIPTION****A. PROJECT BACKGROUND**

The Gwinnett County Police Headquarters was originally constructed in the early 1970s as two separate structures with brick veneer, concrete masonry backup, and minimal exterior fenestration. An addition was constructed in 1988, extending the main level and incorporating a second level to the building, thereby connecting the two buildings. The main floor footprint is approximately 56,027 gross square feet and the upper-level footprint is approximately 12,429 gross square feet.

In 2019, the County commissioned a Needs Assessment and Headquarters Campus Master Plan which defined the long-term needs of the Gwinnett County Police Department (GCPD) Headquarters campus. The original building structures still stand today as part of the GCPD Headquarters. However, a shift in functional and security parameters, as well as departmental growth, has brought into question the viability of the existing structures to continue to meet the future goals and objectives of the GCPD.

The primary goal of the GCPD is consolidation. The department has outgrown available space and has been forced to house many functions, such as detectives and specialty teams, outside the Headquarters Campus. The current headquarters facility does not allow for the consolidation of GCPD administrative functions and command staff.

As a result, a new square feet multi-story headquarters and new vehicle parking structure, or the renovation of the existing facility renovation with a multi-story addition and new parking structure has been approved as part of the SPLOST 2023 referendum.

## **B. PROJECT DESCRIPTION**

### **1. Basic Program**

As noted above, a limited preliminary “space needs” analysis has been developed for the facility. The selected Consultant’s responsibility will be to thoroughly assess the needs of the County functions and prepare a detailed and complete Space Program and Plan that will be the basis of the facility’s design. In summary, this report recommends two options, Option A – a new multi-story 130,000 square feet and a parking structure for approximately 575 vehicles; or Option B – the phased renovation of the existing 68,456 square feet facility renovation with an approximate 63,750 square feet multi-story addition, and new parking structure for approximately 575 vehicles. Other approaches and combinations of renovation and new construction will be considered by the County as part of the project planning efforts following a completed and accepted programming effort.

The summary of goals are as follows:

1. Consolidation of all GCPD section and staff at a single location, with the exception of Training, Uniform Patrol, and other sections neither located, nor anticipated to be located, at Headquarters site
2. Adequate and secure separation between the public and GCPD staff, both internally and externally
3. Increased efficiency of operations, through inter-departmental connectivity offered by a new central facility
4. Adequate and secure parking and circulation for GCPD personnel, separate from the public parking
5. Adequate office space to support current and future staff which is flexible and adaptable as the needs of the GCPD continue to evolve and grow in the future
6. Enhanced customer and community service
7. Maintain operations of the GCPD Headquarters and Police Annex Facility during all phases and activities associated with construction

### **2. Electronic Systems and Building Controls**

It is essential that the electronic systems and building controls are integrated. The facility shall be provided with card access entry controls in the secured areas, as well as CCTV in the secured areas.

### **3. Construction Delivery Method**

The construction delivery method is anticipated to be Construction Management At-Risk but due to unforeseen conditions could be subject to change.

### **4. Existing Conditions**

The County will make available drawings of the existing facility for proposing firms to review. These drawings will be available for review in the Gwinnett County Purchasing Division office at 75 Langley Drive, 2<sup>nd</sup> Floor, Lawrenceville, Georgia 30046.

**C. BUDGET ESTIMATE**

The proposed Construction Budget for the project, on which the **Consultant** should base its proposal, is \$78.75MM, and is outlined in Appendix D. This includes all associated demolition, sitework, utilities, renovation, and/or new construction, furniture (to be purchased by owner), along with costs for selected phasing approach and contractor's general condition and fee. The **Consultant's** fee will be adjusted accordingly based on the option selected by the **County** for the Program and Schedule of the project.

**D. LEED REQUIREMENT**

The project will be required to be designed and constructed in a manner that incorporates regionally and programmatically appropriate sustainable design strategies, both passive and active, and achieves a LEED certified rating. The target certifications are defined under the U.S. Green Building Council's Leadership in Energy and Environmental Design rating system, (LEED). Certification shall be based on the LEED NC scorecard for the expansion and LEED EB scorecard for the existing building if Option B is selected.

**E. DELIVERY SCHEDULE REQUIREMENT**

1. Overall design programming to final will not exceed 450 calendar days, unless extension is approved is approved by the County in writing due to phasing approach of the project.
2. Programming: All activities associated with programming shall be complete 60 calendar days following issue of Notice to Proceed (NTP) for programming and design services. Programming shall involve meetings with County staff, iterative review of progress and deliverables, associated modifications, and delivery of final project program within the time specified. See section 2.2 of Sample Agreement –for full description of services.
3. Schematic Design: All activities associated with schematic design shall be complete within 120 calendar days of Notice to Proceed (NTP) for design start. See section 2.3 of Sample Agreement –for full description of services.
4. Design Development: All activities associated with design development shall be complete within 120 calendar days of Notice to Proceed (NTP) for design start. See Section 2.4 of Sample Agreement –for full description of services.
5. Construction Documents: All activities associated with construction documents shall be complete within 150 calendar days of Notice to Proceed (NTP) for design start. See section 2.5 of Sample Agreement –for full description of services.
6. Permitting/Final Construction Documents: Consultant is responsible for providing all services necessary to obtain permits for site development and building construction, including FM Global reviews, and shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. See section 2.5 of Sample Agreement –for full description of services.

Activity	Duration (Months)	Start	End
Develop RFP for Design Services	2	11/2023	1/2024
Advertise/Award RFP for Design Services	5	1/2024	6/2024
Design	15	6/2024	9/2025
Develop RFP for Construction Manager	3	6/2024	9/2024
Advertise RFP for Construction Manager	5	9/2024	2/2025
Pre-Construction	7	2/2025	9/2025
Construction	30	9/2025	3/2028

**III. SCOPE OF WORK**

The Scope of Work for the Consultant under this Request for Proposal includes the following services: Programming, Space Planning, Schematic Design, Design Development, Preparation of Construction Documents, Bidding Assistance, and Construction Administration. The Consultant is expected to provide all Architecture, Engineering, and other Consultant and Specialty services necessary to plan, design and administer construction of this size and scope. These services shall include but not necessarily be limited to: Programming; Space Planning; Architecture; Interior Design; Civil, Structural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering; Specialty Engineering Services; services related to landscape architecture; specification of loose furniture and furnishings; signage and graphics design; telecommunications design; and cost estimating. The **Consultant's** services are described at length and in detail in the Sample Agreement attached. All proposing **Consultants** are urged to read this Agreement (and the Project Description) carefully, for they establish the Scope of Services that is agreed to in submitting a proposal to the County under this Request for Proposal. Moreover, any exceptions taken by the proposing consultant to this Agreement will be evaluated as a factor in the selection process.

**IV. PROPOSAL SUBMISSION INSTRUCTIONS**

**A. GENERAL REQUIREMENTS**

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring the additional data is made available to all proposers.

All questions or requests for additional information shall be addressed Alexis Holland, Purchasing Associate II, at [alexis.holland@gwinnettcountry.com](mailto:alexis.holland@gwinnettcountry.com) by the deadline stated in the invitation.

All copies as stated in the invitation of the proposal should be identified with the proposal number, date of the opening, and the company name, with contact name and number. The full cost of proposal preparation is to be borne by the proposing firm. The original proposal should be signed in ink by a company official who has authorization to commit company resources.

Proposals shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening and company name on the outside.

Proposals submitted are not publicly available until award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this proposal become property of Gwinnett County when received.

Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest.

Successful Consultant is required within ten (10) days of the Notice of Award to provide the following:

- a. Certificate of Insurance as specified in the Request for Proposal.
- b. Two (2) properly executed contract documents.

Failure to provide the above documents within ten (10) days after the Notice of Award may be just cause for the annulment of award. At the discretion of the County, the award may then be made to the next highest scoring responsible proposer.

## **B. PROPOSAL CONTENT**

The Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Consultants are asked to read this document carefully to ensure that they address the specific requirements of this request and submit all requested information. Proposal packages should include the following information:

### **Qualifications and Experience – Up to 35 Points**

- 1a. A description of the personnel resources and qualifications of the Consultant firm or team to carry out the Scope of Work. The expertise required to accomplish the complete scope of work may be represented either within the Consultant firm's in-house staff or by a team of architectural, interior design, engineering and specialty firms. In team submissions the prime Consultant must identify its previous experience working with the team members. The representation of resources and qualifications shall include a Project Organization Chart that shall identify all the key personnel involved in the project and their respective roles. Resumes shall be included on all such personnel; and in particular, the qualifications and experience of the Principal-in-Charge, the Project Manager, Project Architect, and the individual responsible for Construction Administration shall be detailed. For all engineering and specialty disciplines, designate the specific individuals to be assigned responsibility for the work and include resumes on each. If a specialty firm is proposed for design/engineering of the work elements, make certain that the experience of that

firm's staff to be assigned to this project is described, and that individual resumes are included (**Important Note: Please do not include systems and/or equipment vendors on firms' design team. The County expects there to be coordination with such firms during the design process, but the County wish to have unaffiliated technical consultants on the design team**). The requirement for resumes applies to in-house personnel and all sub-consultants. Make certain that the resumes and descriptions of experience accurately and clearly state the roles played by the individuals on particular projects and whether the experiences were with the current or a former firm. When possible, indicate the year in which a key referenced project for an individual was completed.

- 1b. A description of the Consultant/Consultant team's special capabilities, resources and techniques that can be contributed to the assignment. Particular emphasis should be placed on demonstrating previous experience with Police facilities; LEED experience; Construction Manager at Risk project experience; cost estimating and value engineering. Such experience should include, as applicable, facility programming and planning, full service architectural design/engineering and construction administration, interior design, site design, systems engineering and specialty services such as surveillance technology.

### **Consultant's Understanding – Up to 20 Points**

A a) narrative describing the Consultant's understanding of the objectives and character of the project. b) A narrative description of how the Consultant will approach the programming and design phases of the project, including techniques and processes for data gathering and confirmation, analysis, presentation, communication and reviews with the County, best practices and use of pre-construction/design support services by a Construction Manager, and in-house quality control. Firms should include a short narrative description of how the Consultant would approach the construction administration process with a focus on the Construction Management delivery method. Include in this description information on communications and reporting, quality control, and procedures in dealing with the contractor. c) A schedule indicating the tasks and time frames necessary for development the Space Program/Plan, Schematic Design, Design Development, Construction Documents, Contract Bidding/Award and Project Construction, utilize actual dates based on an anticipated contract start date of May 1, 2024. (This date is provided to standardize submissions and is not a guaranteed date to commence work). Also, allow three months for construction contract bidding and award. The schedules will be evaluated in terms of their logical organization, relevance to the design and construction issues involved, and apparent understanding of the requirements for review and input by the user group and County.

### **Evaluation of the Quality, Functionality and Aesthetics of Design – Up to 10 Points**

Color photographs or clear color photocopies of five (5) projects the Consultant chooses to submit as examples of design capabilities. Although these photos may be of facilities also used as references, they shall be exhibited in a separate section to be designated as an indicative representation of the Consultant's design capabilities and style. These photos shall include exterior, interior and site depictions. At least three of the photo collections shall be of facilities similar to that proposed herein. As with references, all of these submissions should correspond with the work of personnel designated in the proposal whenever possible and should be from the last seven (7) years.

**General Information – Up to 5 Points**

The proposing Consultant shall provide several items of miscellaneous information for evaluation by the County. These items include a) the Consultant's personnel count by classification; b) a general description of the Consultant's ability to design projects within budget and to manage them with minimal change order activity (include specifics); and c) a statement as to whether the firm has ever been involved in litigation or claims over design, engineering or construction related issues. (If such involvement was within the past five (5) years, describe in specific terms.). Financial Statement as to financial stability may be requested of the highest scoring firm prior to award of the Board of Commissioners.

**References – Up to 15 Points**

References for three projects of a similar type and scope as the proposed project with preference for experience with law enforcement headquarters facilities. Preference also provided for references showcasing Construction Manager at Risk delivery method. At least one of these references should be for a multi-story police facility expansion project of at least 45,000 square feet or larger. At least one reference for the lead architectural firm should include a police project where LEED was initiated, and certification achieved. Each reference should include the project name, location, size, description, date of completion, project cost, construction delivery method, photograph(s), and **a current and valid contact person with phone number, E-mail address and physical address.** (The contact person should have thorough knowledge of the Consultant's role and performance, and the email and phone number must be current). These specifically requested references all must be for work completed within the last seven years; Whenever possible, the reference should correspond with the experience of key project personnel. Proposals without such corresponding relationships or with referenced projects outside of the requested time frame will be scored lower. The accuracy of the current phone number and contact person is important. If the contact person or phone number is not correct, the reference and a reference cannot be reached, a lower score will be received after attempts have been made to contact.

**Evaluation of Consultant's Fee Proposal – Up to 15 Points**

A Fee Proposal: The Consultant shall include in a **separately sealed envelope**, with the technical proposal and other requirements described above, a not-to-exceed fee proposal for the architectural and engineering services to be provided. The fee proposal shall be a not-to-exceed proposal covering all of the Consultant's expected costs to complete the work including the Consultant's personnel fees and "reimbursable expenses" and the fees and expenses of all sub-consultants. The fee proposal shall be based on the scope of work described herein and in the sample contract and shall not be qualified or subject to exceptions. **IMPORTANT: To assist the County in evaluating the fees, the County requests that the proposing Consultants include work plans with projected personnel assignments, hours, hourly rates, reimbursables, and sub-consultant costs with their proposals.**

These work plans shall be at a level of detail and be formatted in a manner that enables the County to match individual assigned personnel with a time commitment in each phase of the Agreement's services. A sample work plan form indicating the essential information that to be provided is included as part of the cost schedule. These work plans will be reviewed and analyzed by the County's review committee to determine how the fee proposal reflects the Consultant's understanding of the project and scope of work, their resource commitments, and



the cost effectiveness of their approach. While fee is an important criterion, a fee skewed unusually low or high relative to the other proposals, or a Consultant’s failure to demonstrate the fee is adequate for the required work may result in a reduction in score.

**Interview/Presentation/Facilities Tour- Up to 20 Points**

Upon completion of the first phase of the selection process, the short-listed firms will be notified of the requirements for a presentation/interview and will be provided information on the schedule and subject matter for this evaluation item. The selection committee may also choose to view facilities representative of the short-listed firms' work. Intent to do so will be indicated in the notification letter.

**V. SELECTION PROCEDURE**

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned (next page):

<b>Phase I</b>	<b>Criteria</b>	<b>Points Allowed</b>
1	Qualifications and Experience	35
2	Consultant's Understanding	20
3	Evaluation of the Quality, Functionality and Aesthetics of Design	10
4	General Information	5
5	References	15
<b>Subtotal</b>		<b>85</b>
<b>Phase II</b>		
6	Fee Proposal	15
7	Optional Interview/Presentation/Facilities Tour	20
<b>Maximum Total</b>		<b>120</b>

A selection committee will carefully evaluate all responses to this proposal. Proposals will be evaluated by section based on the responsiveness to the requirements of this proposal and the evaluation criteria outlined above. Gwinnett County reserves the right to reject any or all proposals, in whole or in part; to negotiate changes in the scope of services; and to waive any technicalities as deemed in its best interest.

The Technical Proposals will be evaluated in order to select the service provider(s)/firm(s) which rates highest according to the criteria elaborated above (Phase I, 1-5). The selection committee may then short list the highest scoring service provider(s)/firm(s).

The Fee Schedule of the shortlisted Service Provider(s)/firm(s) will then be opened and scored. The highest scoring service provider/firm may be selected at this point or the committee may invite a number of the highest scoring service provider(s)/firm(s) to interview. The number of service providers/firms shortlisted and interviewed, if any, will be at the discretion of the selection committee.

If an interview/presentation/facility tour is requested, it will be worth an additional 20 points in the selection process. The service provider(s)/firm(s) will be responsible for any cost associated with the request for additional information and/or an interview. Dates and nature of the interview requirements will then be relayed to the invited firms. The selection committee also may request an opportunity to visit and tour facilities representative of the work of the

short-listed firms. The proposing Consultants should be prepared to designate said facilities and contacts. The interviews/presentations will be conducted, and facilities visits made if determined necessary, and the selection committee will tabulate the results of the interviews and tours with the previous finalized scoring. This scoring will be the final element considered in selecting the Consultant for the required services. After this final scoring, the short-listed Consultants will again be ranked.

If unable to reach an agreement with the highest scoring service provider/firm, the County may then negotiate with the second ranked service provider/firm and so on, until a satisfactory agreement has been reached, or the County may terminate the negotiation process or will make a recommendation of award to the Purchasing Division.

**VI. INSURANCE**

The selected Consultant will be responsible for providing evidence of the insurance coverage as required in the provisions of the attached requirements and maintaining said insurance throughout the project.

**COST SCHEDULE  
(SEPERATELY SEALED ENVELOPE)**

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

The consultant has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if proposal is accepted, he will contract with Gwinnett County according to solicitation Documents entitled as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, for the sum as follows:

**Basic Services on the Project, compensation shall be a Not-to-Exceed Fee of \$\_\_\_\_\_**

**WORK PLAN INFORMATION – COST SCHEDULE CONTINUED**

IMPORTANT: To assist the County in evaluating the fees, the County requests that the proposing Consultants include work plans with projected personnel assignments, hours, hourly rates, reimbursables, and sub-consultant costs with their proposals. For each contract task, indicate staffing requirements by job classification with the hourly rates, estimated hours and extended cost shown for each classification. Engineering and specialty consultants should be shown in the same manner as the prime Consultant.

**Schematic Design**

<b>Personnel Position/Billing Category</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Total</b>
Principal-in-Charge	\$		\$
Sr. Project Manager or Sr. Contract Administrator	\$		\$
Project Manager or Contract Administrator (Architecture or Multi-Disciplinary Project)	\$		\$
Senior Project Architect	\$		\$
Project Architect	\$		\$
Architectural Intern	\$		\$
Sr. Interior Design	\$		\$
Jr. Interior Design	\$		\$
CAD/BIM Services	\$		\$
Sr. Structural Engineer	\$		\$
Jr. Structural Engineer	\$		\$
Sr. Civil Engineer	\$		\$
Jr. Civil Engineer	\$		\$
Sr. Mechanical Engineer	\$		\$
Jr. Mechanical Engineer	\$		\$
Sr. Plumbing Engineer	\$		\$

**CONSULTANT NAME\_\_\_\_\_**

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<b>Personnel Position/Billing Category</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Total</b>
Jr. Plumbing Engineer	\$		\$
Sr. Electrical Engineer	\$		\$
Jr. Electrical Engineer	\$		\$
Sr. Low Voltage Engineer	\$		\$
Jr. Low Voltage Engineer	\$		\$
Landscape Architect	\$		\$
Cost Estimator	\$		\$
Surveying Services/Registered Surveyor	\$		\$
Surveying Services/2-Person Survey Team	\$		\$
Clerical/Administrative	\$		\$
Construction Administration	\$		\$
LEED® Services	\$		\$
Commissioning Agent	\$		\$
Other	\$		\$
Other	\$		\$
Other	\$		\$
REIMBURSABLES			\$
<b>Schematic Design Total</b>			<b>\$</b>

**CONSULTANT NAME** \_\_\_\_\_

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

**FIRM INFORMATION**

**INCLUDE WITH THE TECHNICAL PROPOSAL NOT THE COST SCHEDULE**

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

<b>Addendum No.</b>	<b>Date</b>	<b>Addendum No.</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____

**Certification Of Non-Collusion in Proposal Preparation** \_\_\_\_\_  
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) 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.

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

**Address** \_\_\_\_\_

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

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

**Print Authorized Representative's Name** \_\_\_\_\_

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

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

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects more than \$5,000,000 but less than \$10,000,000)

**Any contracts over \$10,000,000 must be submitted to the Insurance Manager for insurance requirements.**

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Professional Liability Insurance - \$5,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

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

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935

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

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

**REFERENCES**

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the last seven years. 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 \_\_\_\_\_

**Circle One Below for Each Project:**

Law Enforcement Headquarters Facility: **Yes or No**

CM at Risk Project: **Yes or No**

Multi-story police facility expansion project of at least 45,000 square feet or larger: **Yes or No**

LEED Certified: **Yes or No**

Does this project correspond with key personnel? **Yes or No**

**State Key Personnel Name:** \_\_\_\_\_

2. Company Name \_\_\_\_\_  
 Brief Description of Project \_\_\_\_\_  
 Completion Date \_\_\_\_\_  
 Contract Amount \$\_\_\_\_\_ Start Date \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

Law Enforcement Headquarters Facility: **Yes or No**

CM at Risk Project: **Yes or No**

Multi-story police facility expansion project of at least 45,000 square feet or larger: **Yes or No**

LEED Certified: **Yes or No**

Does this project correspond with key personnel? **Yes or No**



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

REFERENCES CONTINUED

State Key Personnel Name: \_\_\_\_\_

Consultant Name \_\_\_\_\_

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

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

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

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

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

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

Law Enforcement Headquarters Facility: **Yes or No**

CM at Risk Project: **Yes or No**

Multi-story police facility expansion project of at least 45,000 square feet or larger: **Yes or No**

LEED Certified: **Yes or No**

Does this project correspond with key personnel? **Yes or No**

State Key Personnel Name: \_\_\_\_\_

Consultant Name \_\_\_\_\_

GENERAL CONDITIONS  
TO CONSULTANT AGREEMENT  
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1. DEFINITIONS

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

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

## 2. CONTRACT DOCUMENTS

### 2.1 List of Documents

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

### 2.2 Conflict and Precedence

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

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

## 3. CHANGES AND EXTRA WORK

The County may at any time request changes in the services to be performed hereunder. All such changes, resulting in any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and Consultant, shall be incorporated in written Supplemental Agreements to the Agreement.

Minor changes to the Scope of Services that do not involve changes in compensation may be authorized in letter format by the County's Project Manager. Changes involving a change in compensation to the Consultant require the approval of the County's Board of Commissioners or the Board's designee and execution of a Supplemental Agreement.

## 4. PERSONNEL AND EQUIPMENT

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

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

The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The Consultant shall be responsible for the accuracy of its work and when it becomes aware of errors and omissions in its Drawings or Specifications, it shall promptly correct such errors or omissions without additional compensation from the County.

The County's acceptance of the Consultant's work at any phase of the Agreement shall not relieve the Consultant of the responsibility for the adequacy, fitness, suitability or coordination of its work product and for subsequent correction of any errors and clarifications of any ambiguities.

The Consultant shall be responsible to the County for additional construction costs that the County incurs on the Project as a result of rework, modifications of work in place or reconstruction by the Contractor or the County's contractors where such rework, modifications, or reconstruction are due to mistakes, conflicts, omissions or other errors in the Consultant's Construction Documents. This preceding clause shall not be construed to in any way limit the County's rights under the Agreement.

6. FINDINGS CONFIDENTIAL

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

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

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

7. TERMINATION OF AGREEMENT FOR CAUSE

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

equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE OF COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the CONSULTANT. If the Agreement is terminated by the COUNTY as provided in this Article 8, the CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANT TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

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

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

11. COVENANT AGAINST CONTINGENT FEES

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

discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. INSURANCE

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

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

The CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

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

13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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

14. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the Department's prior written approval of the subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Project Manager.

All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement.

15. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16. EQUAL EMPLOYMENT OPPORTUNITY

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

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTIONS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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



20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

County  
Jay Meister – Division Director  
Support Services Facility Construction Division  
75 Langley Drive  
Lawrenceville, GA 30046

Consultant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RP006-24**  
**SAMPLE AGREEMENT**  
**Design and Construction Administration Services**  
**for the Gwinnett County Police Headquarters**

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

**WITNESSETH THAT:**

WHEREAS, the **County** wishes to engage a qualified and experienced **Consultant** to perform certain architectural and engineering services relative to the planning, design and construction of the Project known as the **Design and Construction Administration Services for the Gwinnett County Police Headquarters** (hereinafter referred to as the "Project"); and

WHEREAS, the **Consultant** represented to the **County** that it is experienced and qualified to perform those services and the **County** has relied upon such representation.

NOW, THEREFORE, the **County** and the **Consultant** in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

**1. CONSULTANT'S RESPONSIBILITIES**

The **Consultant's** services shall consist of those services performed by the **Consultant, Consultant's** employees and **Consultant's** agents as enumerated in Articles 2 and 3 of this Agreement.

The **Consultant's** services shall be performed expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Upon request of the **County**, the **Consultant** shall submit for the **County's** approval a schedule for the performance of the **Consultant's** services, which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the **County's** review and for approval of submissions by authorities having jurisdiction over the Project. The limits established by the approved schedule shall not, except for reasonable cause, be exceeded by the **Consultant** or **County**.

**2. SCOPE OF CONSULTANT'S BASIC SERVICES**

**2.1 Definition and Extent**

The **Consultant's** Basic Services shall include all architectural, engineering, commission agent, and other consultant services necessary to implement the Project. The **Consultant** shall provide all architectural services necessary for design of the building, its interior, furnishings and equipment, and site; and all civil, structural, mechanical, electrical, and plumbing engineering and specialty services normally associated with building and site design of this type and character.

Design of the building and its interior is expected to include but not be limited to: architectural design of the building, including its structural form and exterior cladding system; interior design inclusive of all partition layouts, interior detailing, finishes, millwork, fixtures and fixed equipment, other loose equipment and furnishings; design of electrical systems including power, lighting, controls, public address, life safety, cable TV, CCTV, card access controls, security system, emergency generators, and UPS equipment; design of equipment room,

cabling, and outlets for installation of telecommunications system and computer networking; design of HVAC systems including heating and cooling units and all associated distribution and ventilation; design of plumbing supply, waste and fixtures; design of a fire suppression sprinkler system and design of interior and exterior signage and graphics. The design for each scope of work shall comply with the County's Facility Space Standards and the Gwinnett County Design and Construction Standards.

The **Consultant** shall furnish a survey describing the physical characteristics, legal limitations and utility locations for the site of the Project. The survey and legal information shall include, as applicable, grades and lines of streets, alleys, sidewalks and pavement; rights-of-way, restrictions, easements, encroachments, zoning, and deed restrictions; boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depth and including those on and adjacent to the site; storm drainage structures and lines on and adjacent to the site; and general information on adjoining property and structures. All the information on the survey shall be referenced to a Project benchmark.

The design of the site is expected to include but not be limited to: the analysis, engineering and design of all required storm water drainage system elements including retention/detention basins and associated structures and provision of all necessary hydrology studies; all analysis, engineering and design required for the Erosion, Sedimentation and Pollution Control Plan and NPDES permitting; design of a grading plan with cut and fill calculations; design of vehicular access, vehicular circulation and parking systems; design of sanitary sewer system; design for provision of all water (potable and fire protection), telephone, electric, cable TV, and gas services to the facility; design for pedestrian walkways, flagpoles, fences and gates, exterior hardscaped surfaces, landscape planting, exterior lighting, site signage and site irrigation. The **Consultant** shall be responsible for all off-site design required to access utilities and shall identify any associated easements required to provide services to the site. The **Consultant** shall be responsible for any modifications to roadways required by permitting authorities.

The **Consultant's** Basic Services are further described in Paragraphs 2.2 through 2.8 as provided herein.

## 2.2 **Facilities Programming**

The **Consultant** shall be responsible for providing all of the services required to assess the County's space needs relative to the Project; develop the program information described herein; and prepare development program and space plan, budget, and implementation schedule that can be used to guide the development of the new facility.

The **County** will form a small Coordinating Committee, which will include representation from the primary user agency, the Police Department, Department of Support Services, other County departments as deemed appropriate, and the Construction Manager at Risk, if applicable and at the discretion and scope as specified by the County. The purpose of this Committee will be to meet with the **Consultant** to provide regular input into the planning process and reaction and comment on the **Consultant's** work products. The **Consultant** shall plan on attending a maximum of five review meetings with the Coordinating Committee during this project phase, which meetings will be in addition to any working sessions required with individual user representatives and project administration.

The **Consultant** shall survey the existing facilities that support the functions included in this

Project. The **Consultant** shall determine and record information regarding the size and physical character of the facilities, the allocation of space by function, the number of personnel at the facilities, and the nature of work and services conducted from the facilities. The **Consultant** will conduct on-site surveys of the existing facilities to determine the existing layouts. This information will be used as background and/or context to develop the needs analysis for the new facility.

The **Consultant** shall solicit input from the users involved in the Project to determine information on organizational structure, number of personnel, characteristics of work areas, equipment and furniture needs, and staff or staff/client interaction. This information will be used by the **Consultant** to establish work area types and sizes, develop adjacency studies, and determine the optimum proximity and distribution of space. In addition to present personnel counts and associated space requirements, the **Consultant** will work with the users to determine projections for 10 and 20 years. Projections for 10 years will be used for furnished and equipped space, but the basic development program shall be for 20 years and shall include options to accommodate growth beyond that period.

After compilation of the survey of existing facilities and additional information and user input information above, the **Consultant** shall prepare a space analysis document tabulating all of its findings. This assessment shall be a realistic and honed presentation of all office spaces, work areas, storage areas, equipment rooms, general building functions, and miscellaneous areas that will make up the interior of the building; as well as the parking needs, vehicular storage requirements and other spatial site requirements. After **County** review, input and consent regarding this data, the **Consultant** shall move to the next design phase, conceptual planning. The design for each scope of work shall comply with the **County's** Facility Space Standards and the Gwinnett County Design and Construction Standards.

In the next design phase, the **Consultant** shall develop conceptual approaches to meeting the established program objectives. The **Consultant** shall advance the programming through analysis of functional items, their spatial and technical requirements and possible adjacencies. From the adjacency studies and other analyses, the **Consultant** shall develop blocking diagrams and conceptual plans. These diagrams and plans shall include (as necessary to meet the program) the sizing and configuration of the proposed building; the conceptual layout of all interior functions and circulation paths; exterior space requirements and adjacencies; and vehicular parking and traffic circulation for employees, service vehicles and public. The conceptual planning shall meet the development objectives for the 10-year window and provide options to accommodate growth within the 20-year time frame. The objective of this tasking will be to arrive at a single conceptual plan that has the approval of the **County**. Nevertheless, at this stage, the **Consultant** may choose to present two or more conceptual plans for further evaluation and cost analysis. This approach shall be at the **County's** discretion. The project design may include several phased design packages based on the selected Program, Schedule, and Construction Cost Estimate.

The **Consultant** shall assist the **County** in assessing design and engineering concepts and practices that will contribute to the security, reliability, aesthetics, and ease of operating and maintaining the facility. Construction items to be considered include general building systems such as structure, roofing, HVAC, electrical power and lighting, exterior cladding and fenestration; quality levels and maintainability of interior finishes and specialized systems needs. These items will be evaluated in terms of the facility's operations and functions and the **County's** proposed quality cost level for the facility. From these interactive evaluations and reviews, the **Consultant** will prepare an outline of building and engineering standards for the Project. These standards will be considered in the cost estimating exercise and will be

incorporated as applicable into the Program Manual described below.

The **Consultant** shall research other Police or Law Enforcement Headquarters or central administrative facilities and shall present information on the design standards and characteristics of these facilities to the **County** for review. In presenting this information, the **Consultant** shall attempt to provide the **County** with examples of what are considered state-of-the art facilities. The **Consultant** also shall be prepared to select and schedule tours of at least two new facilities for the **Consultant** and **County** to view recently constructed facilities and discuss operations and functions with the facility users. These tours shall be at facilities within a day's drive of Gwinnett County. The **Consultant** shall record input gathered from these tours and as applicable utilize such in establishing the layout and standards of the **County's** facility.

The **Consultant** will review preliminary cost estimate(s) for the conceptual plan(s) it develops. The **Consultant** will be required to develop no more than two conceptual schemes. Cost estimates will be based on the standards developed in the taskings in design and engineering concepts previously stated. In addition to cost estimate(s), the **Consultant** shall refine the schedule for implementation of the Project. If differing development schemes require different phasing or task durations, the **Consultant** shall illustrate these variances.

The **Consultant** shall present the development scheme(s) and cost estimate(s) to the Coordinating Committee and shall assist the **County** as necessary in analyzing the scheme(s) and cost(s) and determining a course of action. If the cost estimate(s) indicate that the basic space program or quality standards need to be modified, the **Consultant** will work with the **County** in making said modifications until an acceptable development concept can be finalized. Once a development concept has been selected by the **County**, the **Consultant** shall prepare a Program Manual summarizing the assessments, analyses, standards and conceptual plan.

Once the **County** has selected a Program, Schedule, and Construction Cost Estimate that are derived from the above analyses and are acceptable to the **Consultant**, the **County** will authorize the **Consultant** to proceed with the Schematic Design Phase. The project design may include several phased design packages based on the selected Program, Schedule, and Construction Cost Estimate.

In conjunction with the Conceptual Phase, the **Consultant** will be required to assist the **County** in the development of the Construction Manager at Risk (CM@R) Request for Qualifications/Proposal to be competitively bid by the **County**.

### **2.3 Schematic Design Phase**

Based upon the mutually agreed-upon Program, Schedule and Construction Cost requirements, the **Consultant** shall prepare for the **County's** review and approval, Schematic Design Documents consisting of drawings and other documents illustrating the appearance, scale and relationship of Project components. At a minimum, the Schematic Design Documents shall include: a preliminary site plan; four building elevations sufficient to determine the building's size, appearance and scale; floor plans; design sizing and basic line drawings for mechanical, electrical and plumbing systems; and outline technical specifications for architectural and engineered systems and materials. The preliminary site plan shall indicate the location of public access and driveways, the location and size of the parking lot, location and approximate size of any necessary storm retention/detention facility and the proposed routing of storm and sanitary sewer, water and other utilities. The **Consultant** may be required

to prepare up to three variations of the exterior design for the County's review.

The **Consultant** shall prepare and submit to the **County** an estimate of Construction Cost from an independent cost consultant based on the Schematic Design Documents. This cost estimate shall be at a level of detail that includes specific materials and systems quantities derived from the Drawings, and pricing based on quality or performance standards contained in the outline specifications. The Construction Cost Estimate shall be presented in a format based on the divisions of the AIA's Masterspec as recommended by the Construction Specifications Institute, and shall include the preliminary budget for F.F.& E.

Upon completion of the Schematic Design Documents, the **Consultant** shall submit the Schematic Design Documents to the **County** and conduct design presentation for the **County**, Coordinating Committee and the Police Department. Based on the presentations and its own reviews, the **County** will provide comments, directions or other input to the **Consultant** regarding the Schematic Design Documents and any changes and/or corrections the **County** wishes to be made to them, including changes necessary to meet Construction Cost requirements. All such input will be provided in writing or in notation on Drawings. Upon its approval of the Schematic Documents and provision of authorized changes, the **County** also in writing shall direct the **Consultant** to proceed with Design Development. The project design may include several phased design packages based on the selected Program, and Schedule.

## 2.4 Design Development

Based on the approved Schematic Design Documents and any adjustments in the Program, Schedule or Construction Cost Estimate authorized by the **County**, the **Consultant** shall prepare Design Development Documents for presentation to the **County** and submit copies of the same for the review and approval of the **County**, Coordinating Committee and the Police Department. Design Development Documents shall consist of drawings and other documents necessary to fix and describe the size and character of the Project as to Architectural, Landscape Architectural, Civil, Structural, Mechanical, Plumbing and Electrical systems, materials and other appropriate elements. The Design Development Documents also shall include a more detailed description and preliminary design of specialty systems and a listing of the other fixed and loose equipment and furnishings to be incorporated in the Project, and a preliminary layout and cost estimate of the same. The project design may include several phased Design Development packages based on the selected Program and Schedule.

The **Consultant** shall review an update of the Construction Cost Estimate based on the Design Development Documents. This Construction Cost Estimate shall be in the same format as that required at Schematic Design, but at a level of detail corresponding with information in the Design Development Documents.

Based on its reviews, the **County** will provide comments, directions, or other input to the **Consultant** regarding the Design Development Documents and any changes and or corrections the **County** wishes to be made to them, including changes necessary to meet Construction Cost requirements. All such input will be provided in writing or in notations on the Drawings. Upon its approval of the Design Development Documents and provision of authorized changes, the **County** also in writing shall direct the **Consultant** to proceed with Construction Documents.

## 2.5 Construction Documents

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Cost of Construction authorized by the **County**, the

**Consultant** shall prepare Construction Documents for the review and of the **County**, Coordinating Committee and Police Department. The Construction Documents consist of Drawings and Specifications setting forth in detail the requirements for construction of the Project. The Construction Documents shall be in sufficient detail to publicly solicit cost proposals from contractors or Guaranteed Maximum Price (GMP) proposals from the Construction Manager and to serve adequately as direction to construct all aspects of the Project. The Construction Documents shall be in conformity and compliance with all applicable codes and legal requirements including those of Gwinnett County, the State of Georgia and the Federal Government. These requirements include those of the Americans with Disabilities Act of 2010 and all effective regulations and revisions to date. These requirements also include all mandates and provisions of authorized reviewing agencies, including the **County's** insurance underwriter, Factory Mutual. The project design may include several phased Construction Document packages based on the selected Program and Schedule.

The **Consultant** shall review an updated estimate of Construction Cost based on the Construction Documents. This cost estimate shall be in the same format as those required earlier but shall feature a higher level of detail commensurate with the level of information contained in the Construction Documents. This level of detail shall be mutually agreed on by the **Consultant**, **County** and Construction Manager, if applicable, prior to the Construction Document Phase.

At 50% and again at 95% completion, or approximately one week prior to submission of the Construction Documents to the **County** authorities for permitting review, the **Consultant** shall conduct design coordination/quality control meetings in cooperation with **County** staff. The **Consultant** shall have in attendance the lead designer from at least the following disciplines: Architecture, Mechanical Engineering, Electrical Engineering, Structural Engineering, Civil Engineering, and Landscape Architecture. The participants at these meetings will re-check all Drawings and Specifications for completeness and adequate coordination. Special attention will be paid to the boundaries between the various disciplines' work, where experience indicates the potential exists for omissions and conflicts. The **Consultant** shall prepare "punch lists" of all necessary revisions and additions. These punch lists shall be provided to the **County**, and all necessary modifications shall be made prior to submission of the Construction Documents for permitting and bidding. Attendance at these meetings shall be included in the **Consultant's** fee.

The **Consultant** shall be responsible for providing all services necessary to obtain permits for site development and building construction. These services include preparation and coordination of submissions, scheduling and attending meetings and providing required revisions and clarifications. The **County** requires that the **Consultant** have representatives of the appropriate design disciplines attend meetings with the plan review authorities to promote more direct communications and expeditious handling of clarifications and revisions. This review process shall begin as early as practicable in the design effort and extend through the actual walk-through of the Drawings for sign-offs and stamping. The permitting process, and FM Global reviews, must be completed (except for actual issuance of the Building Permit) before construction of the Project is advertised for bid. Any changes to Construction Documents needed to obtain permits, as well as any further design needed to meet the requirements of any and all inspector agencies authorized to review plans and/or inspect work, shall be provided by the **Consultant** within its base fee. The **Consultant** shall not be responsible for any publicly assessed fees or charges for code approvals and permitting.

## 2.6 Bidding Phase/Guaranteed Maximum Price (GMP) Phase

The **County** will likely use Construction Management at Risk (CM@R) as the delivery method for this project. The Construction Management firm has not been selected yet. The **Consultant** is expected to work with the **County** and selected Construction Management at Risk firm in a cooperative team environment. It is expected that **Consultant** will be preparing separate GMP design packages for major work items based on the selected Program and Schedule for the project.

## 2.7 Construction Phase - Construction Administration

The **Consultant's** responsibility to provide Basic Services in the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the date of execution by the **County, Consultant, and Contractor** of the Certificate of Final Completion and Payment, and the 11-month Warranty Walkthrough, unless extended under the terms of the contract.

The duties, responsibilities and limitations of authority of the **Consultant** as expressed herein shall not be modified, restricted or extended without written agreement of the **Consultant and County**.

The **Consultant** shall be a representative of and shall advise and consult with the **County**: (1) during construction until final payment of the Contract is due and (2) as an Additional Service at the **County's** direction under situations described in this Agreement. The **Consultant** shall have authority to act on behalf of the **County** only to the extent provided in this Agreement unless otherwise modified by written instrument.

The **Consultant** shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data the **Consultant** or **County** may require from the Contractor. The purpose of such review and examination shall be to protect the **County** from an unbalanced Schedule of Values that allocates greater value to certain elements of the Work than is indicated by the supporting documentation or than is reasonable under the circumstances. If the **Consultant** determines the Schedule of Values is inappropriate, the **Consultant** shall ask the Contractor to revise the document and/or provide additional data. When the **Consultant** believes the Schedule of Values constitutes a reasonable balanced basis for payment of the Contract Sum to the Contractor, he shall approve said Schedule.

The Consultant shall visit the construction site at least once a week to inspect the work of the Construction Contract in progress. The **Consultant** shall inspect the progress and quality of the Work completed and determine if the Work is being performed in accordance with the Construction Documents. The **Consultant** shall keep the **County** informed of the progress and quality of the Work and shall guard the **County** against defects and deficiencies in the Work and continuing unexcused delays in the schedule. In addition to the regular site visits described above, the Consultant and **Consultant's** agents are required to provide and conduct very specific site observations described herein. The **Consultant** shall have these inspections made and shall furnish reports indicating that said inspections have been conducted. The Structural Engineer periodically shall inspect the placement of reinforcing steel; locations and dimensional accuracy of form work; geotechnical tests for soil compaction prior to concrete pours for footings, walls and slabs; and sizing, placements and attachments of structural steel. The **Consultant** or applicable engineer shall inspect the number, sizing and placement of rough utility stub-ins prior to concrete pours. The Electrical and Mechanical Engineers shall inspect the installation of electrical, HVAC and plumbing systems prior to or concurrent with official



building inspections and prior to cover up of said installations in slabs or ceilings. The Electrical and Mechanical Engineers shall also participate in necessary building commission activities as required. The Civil Engineer shall inspect the installation of storm and sanitary sewer lines and appurtenances prior to backfilling and shall inspect compacted sub-base and related geotechnical reports prior to paving. The Landscape Architect shall inspect and approve trees and shrubs approved for the Project prior to their installation. The Consultant shall participate in a pre-roofing meeting with the Contractor and its Sub-Contractors to answer questions regarding the roof installation and assist the Contractor in its coordination efforts relative to said installation. The **Consultant** also shall specify and/or call other pre-construction activity meetings and field coordination meetings as it determines necessary for proper prosecution of the work. The **Consultant** shall ensure that the Specifications within the Construction Documents provide for these opportunities for inspections and meetings. The **Consultant** shall have responsibility to reject work that does not conform with the Construction Documents. All of the above inspections, and reports by the **Consultant** and **Consultant's** agents shall be included in the **Consultant's** fee.

The **Consultant** shall conduct bi-monthly on-site meetings with the **County**, Construction Manager and/or General Contractor and/or Sub-Contractors (if needed) to review the progress of the Work and to address any issues involving such. This meeting may coincide with the once-a-week site inspections and/or payment reviews. The **Consultant** shall have appropriate agents attend relevant monthly meetings. The **Consultant** shall establish the agenda for these meetings and shall be responsible for the preparation and distribution of meeting minutes. As applicable the minimum agenda shall include:

1. **Review of minutes of previous meeting.**
2. **Status of submittals and impending submittals.**
3. **Actual progress of activities in relation to schedule.**
4. **Off-site fabrication and delivery schedules.**
5. **Actual or anticipated delays, their impact on the schedule, and corrective action taken or proposed.**
6. **Short-term schedule update - - progress to be made in next reporting period.**
7. **Status of Requests for Information.**
8. **Status of Change Order Proposal Requests, Contractor's Change Order Proposals and change order work.**
9. **Field observations; actual and potential problems affecting construction progress and quality.**
10. **Status of corrective work ordered by the Consultant.**

The **Consultant** shall document to the **County** and Contractor the nature of each visit it or its agents make to the Work site and shall describe in writing their findings and actions. In addition, or concurrent with the above, the **Consultant** shall prepare a weekly written and photographic report to the **County** and Contractor summarizing the construction work status and highlighting any design or construction issues and problems needing attention or resolution.

The **Consultant** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The **Consultant**, however, shall inspect Work for compliance with all applicable Construction Documents.

The **Consultant** shall at all times have access to the Work wherever it is in preparation or progress.

Except as may otherwise be provided in the Construction Documents or when direct communications have been specially authorized, the **County** and Contractor shall communicate

through the **Consultant**. Communications by and with the **Consultant's** agents always shall be through the **Consultant**.

Based on the **Consultant's** observations and evaluations of the Contractor's Applications for Payment, the **Consultant** shall review and certify the amounts due the Contractor. This review and certification shall be done within five (5) calendar days as not to delay the County's payments beyond the 30-day requirement set by law and the Construction Documents. The **Consultant's** certification for payment shall constitute a representation to the **County** based on the **Consultant's** inspections at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. The issuance of a Certificate for Payment shall be a representation that the **Consultant** has made on-site inspections to check the quality and quantity of the Work.

The **Consultant** shall have responsibility to reject Work which does not conform to the Construction Documents. Whenever the **Consultant** considers it necessary or advisable for implementation of the intent of the Construction Documents, the **Consultant** will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Construction Documents, whether or not such Work is fabricated, installed or completed.

The **Consultant** shall review and take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The **Consultant's** responses shall be made with reasonable promptness and within any time limits agreed upon in the Construction Documents as to cause no delay in the Work or in the construction of the **County** or of separate contractors, while allowing sufficient time in the **Consultant's** professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents. The **Consultant's** review also shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Documents, of construction means, methods, techniques, sequences or procedures. The **Consultant's** review of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the **Consultant** shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.

The **Consultant** shall review and analyze the Contractor's Change Order Proposals and claims for time and/or expenses and shall make recommendations to the **County** on said proposals. The **Consultant** may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Construction Documents.

The **Consultant** shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion and shall issue applicable certificates upon compliance with the requirements of the Construction Documents. The **Consultant** shall require that representatives from all of its applicable disciplines and agents participate in the Substantial Completion and Final Completion inspections and in the preparation and disposition of the associated punch lists. The **Consultant** specifically shall require that the

Electrical, HVAC, and Plumbing Engineers inspect the Electrical, HVAC, and Plumbing systems for proper operation and conformance with the Construction Documents; and that the Civil Engineer inspect the site for compliance with stormwater requirements and conformance of all sitework with the Construction Documents.

The **Consultant** shall be available on an as-needed basis if Construction Document clarification is needed to maintain progress on the Work. The Consultant shall clarify and interpret matters concerning the performance of the **County** and Contractor under the requirements of the Drawings and Technical Specifications on written request of either the **County** or Contractor. The **Consultant's** responses to such requests shall be made with reasonable promptness and within any time limits agreed upon in the Construction Documents. Clarifications, interpretations and directions of the **Consultant** shall be consistent with the intent of and reasonably inferable from the Drawings and Technical Specifications and shall be in writing or in the form of drawings. The **Consultant** shall maintain a record of requests and clarifications and the status and impact of said requests and clarifications and shall keep the **County** informed on these matters.

The **Consultant** shall render written interpretations and directions within a reasonable time on all claims, disputes or other matters in question between the **County** and Contractor relating to the execution or progress of the Work as provided in the Construction Documents. The **Consultant** shall promptly notify the **County** of all Contractor requests or claims that may affect Project cost or schedule.

Prior to transmitting to the **County**, the **Consultant** shall review for completeness and conformance with the Construction Documents all operations and maintenance manuals, warranties, guarantees and other documents required by the Construction Documents to be submitted by the Contractor.

## 2.8 **Specific Services Required of the Consultant**

During the programming and design phases, the **Consultant** shall attend working meetings with representatives of the **County** as necessary to solicit input and review. The **Consultant** shall be responsible for scheduling these meetings and maintaining written records of the content of said meetings. These records or minutes shall be provided to the **County's** Project Manager in a timely manner via e-Builder. The **Consultant**, also on a regular basis, shall provide electronic progress design documents to representatives of the **County** departments so that these parties can keep abreast of the development of floorplans, millwork, finishes, equipment, electrical distribution and other elements critical to building function or operation.

The **Consultant** shall prepare and provide for the **County** the following deliverables as a part of its services under this Agreement.

1. For the County, one complete full size set and one half size set of Drawings and Specifications at each of the following design stages – Schematic Design, Design Development, 50% Construction Documents, 95% Construction Documents, Permit Review Submission, FM Global Reviews, Bidding, and Contract Award/Final Permitting.
2. Drawings, color renderings, 3-D modeling and display materials that might be required for presentations at Schematic Design and Design Development stages.
3. Upon completion and acceptance of the 50% Construction Documents, the Consultant shall prepare a professionally drawn color rendering of the Project that depicts the building exterior elevations and

building's relationship to the site and to the existing facility. The Consultant shall provide the County with the framed rendering and three framed photos (minimum 17"x24" w/negative) of the same.

4. The Consultant shall prepare and electronically, or hardcopies as required, submit all copies of Construction Documents or other deliverables required by State, County or municipal agencies, or private entities involved in the review, approval and bidding of the Project. Such agencies shall include but not be limited to the County's insurance underwriter, Factory Mutual; County's Fire Marshal and Departments of Planning and Development, Public Utilities, Environmental Health and Purchasing.
5. Upon Final Completion of the Project, The Consultant shall prepare for the County a set of As-Built Drawings and Specifications for the Project. The As-Built set shall incorporate as applicable all addenda, supplemental drawings, field directions, RFI clarifications, and change proposals issued by the Consultant and executed in the field by the Contractor. The As-Built Drawings also shall incorporate field modifications made by the Construction Contractor and details of installations not shown on the original Construction Documents. The Construction Documents shall require the Contractor to maintain red-lined documents to record these items and submit an acceptable set of said documents to the Consultant as a condition of Final Completion. The As-Built Drawings shall be furnished in an electronic medium specified by the County (present requirements are for Auto Cad), and provide these documents in e-Builder as per County requirements.

The **Consultant** shall be responsible for all cost estimates required by this Agreement and shall have these estimates prepared in a timely manner in coordination with deliver of the required design stage documents, so that the **County** will have adequate time to review and comment on the estimates. The **Consultant** and its cost estimating consultant shall plan time and personnel resources to review and reconcile the cost estimates with the **County** at each step of design.

The **Consultant** shall lay out and specify loose furnishings and loose equipment for the Project. The specifications for furniture and loose equipment shall be subject to the review and approval of the **County**. The **Consultant** also shall provide administration and oversight during the delivery and installation of said furnishings and equipment and shall endeavor to ensure that products and installations are in conformance with the bidding documents and specifications. The furniture is expected to be purchased by the **County** outside of the construction contract.

The **Consultant** shall design and engineer any equipment rooms, conduit/cabling trays, cabling and outlet placement for the telecommunications and computer networking system and courtroom technology equipment and shall include this work element in the Construction Documents. The **Consultant** also shall be responsible for locating and designing telecommunications and data connections for either option selected.

Design services provided by the **Consultant** in regard to NPDES specifically include all services to comply with the permit requirements of the National Pollution Discharge Elimination System (NPDES) Stormwater General Permit for Construction Activities as issued by the State of Georgia, Dept. of Natural Resources Environmental Protection Division. These services include preparation of an Erosion, Sedimentation and Pollution Control Plan (ESPCP) by a licensed professional; a Project site inspection and written report by the same licensed professional within one week after the Contractor has implemented the ESPCP, and the preparation of a Comprehensive Monitoring Program (CMP), and preparation of the Notice of Intent and Notice of Termination on behalf of the **County**.

### 3. ADDITIONAL SERVICES

- 3.1 The services described in Article 3, Paragraphs 3.2 through 3.5 are not included in Basic Services and shall be paid for by the **County** as provided in this Agreement in addition to compensation for Basic Services. These services, identified as Additional Services, shall be provided only if requested in writing by the **County**. The **Consultant** shall notify the **County** in writing of a need to proceed with any Additional Services required by circumstances beyond the **Consultant's** control and shall not commence such services unless so authorized in writing by the **County**. The **Consultant** shall have no obligation to provide Additional Services unless authorized by the **County**.
- 3.2 Making revisions in Construction Documents when such revisions are inconsistent with written approvals or instructions previously given by the **County** or required by enactment or revision of codes, laws or regulations subsequent to the receipt of building and site development permits.
- 3.3 Preparing Drawings, Specifications, supporting documents and data, and providing other services in connection with significant changes in the size, complexity or quality of the Project, provided such changes are required by causes not solely within the control of the **Consultant**.
- 3.4 Providing consultation concerning replacement of Work damaged by fire or natural causes during construction, and furnishing services required in connection with replacement of such Work.
- 3.5 Providing services made necessary by default of the Contractor or by failure of performance of the Contractor under the Contract of Construction. Providing services, other than those described elsewhere, after issuance to the **County** of the Certificate of Final Completion, or in the absence of a Certificate of Final Completion, more than 120 calendar days after the date of Substantial Completion of the Work.

#### 4. SERVICES PROVIDED BY THE COUNTY

- 4.1 The **County** shall provide the **Consultant** with information regarding the requirements of the Project, and shall cooperate in the surveys, interviews, and work sessions necessary to complete Facilities Programming.
- 4.2 The **County** shall establish and update as needed a Budget for the Project, which will include the Construction Cost and the County's other costs related to the Project. A summary of Construction Cost is attached hereto as Appendix D.
- 4.3 The **County** shall designate a representative, the Project Manager, authorized to act in the **County's** behalf with respect to the Project. The **County** or such authorized representative shall examine documents submitted by the **Consultant** and shall provide information and render decisions within a reasonable time so as not to delay the progress of the **Consultant's** services.
- 4.4 The **County** shall furnish the **Consultant** geotechnical reports on the Project site. These reports shall include a soil boring investigation report, which contains information on soil types, bearing capacity and water table; and presents professional recommendations on earthwork operations and foundation design. In addition to this report, the **County** will furnish other services of geotechnical engineers in support of the Project when such services are requested by the **Consultant** and agreed upon by the **County**. The **County** will furnish soil and materials testing services as may be required during construction of the Project.
- 4.5 The services, information and reports required by Paragraphs 4.4 shall be furnished at the

**County's** expense, and the **Consultant** shall be entitled to rely upon the accuracy and completeness thereof.

4.6 The **County** shall upon the request of the **Consultant**, guarantee access to and make necessary provisions for the **Consultant** to enter upon the site of the Project and adjacent properties as required by the **Consultant** to perform its services under this Agreement.

**5. TIME OF PERFORMANCE**

The **Consultant** shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of Design and Construction. Upon the request of the **County**, the **Consultant** shall submit for the **County's** review and approval a schedule for performance of the **Consultant's** services, which shall be adjusted to reflect the actual start day of services, and which shall include allowance for review periods by the **County** and other applicable authorities. The schedule shall be mutually agreed upon by the parties to the Agreement and shall be adjusted as required and mutually agreed to as the Project proceeds. The **Consultant** shall not be held responsible for delays in performance which occur through no fault of the **Consultant**.

**6. COMPENSATION FOR CONSULTANT'S SERVICES**

**6.1 Compensation for Basic Services**

For Basic Services on the Project, compensation shall be a Not-to-Exceed Fee as stated \$ \_\_\_\_\_

Progress payments for Basic Services shall be based on the following Not-to-Exceed amounts of the Total Compensation payable:

<u>Phase</u>	<u>Percentage</u>	<u>Amount</u>
Programming/Space Planning	5%	\$ _____
Schematic Design Phase	10%	\$ _____
Design Development Phase	15%	\$ _____
Construction Documents Phase	40%	\$ _____
Bidding Phase	5%	\$ _____
Construction Administration Phase	<u>25%</u>	\$ _____
<b>Total Basic Services Compensation:</b>	<b>100%</b>	\$ _____

If there is an increase/decrease in the Construction Cost upon which the Not-to-Exceed Fee is derived, the Not-to-Exceed Fee shall be increased/decreased accordingly if and only if the increased/decreased cost is due to the design option selected, i.e., Option A vs. Option B, significant increases/decreases in the scope of the program and modifications in the quality or complexity of the Project that are not within the control of the **Consultant**. In addition, the Consultant must be able to demonstrate that these increases in scope or modifications in quality or complexity will cause clear and measurable increases in the Consultant's required services. Changes in Construction Cost that are the result of inaccurate or inadequate cost estimates, the results of market or bidding conditions, or caused by change orders affected during construction because of site conditions or the **Consultant's** errors, omissions, or Construction Documents conflicts, shall not increase the Not-to-Exceed Fee.

**6.2 Compensation for Additional Services**

For Additional Services described in Article 3, compensation shall be provided to the **Consultant** under a supplementary stipulated amount agreed to by both the **County** and the **Consultant** prior to such

services being furnished. This amount may be an agreed to lump sum or a not-to-exceed amount based on direct personnel expenses, profit and overhead and reimbursable expenses of the **Consultant's** employees or agents.

To determine compensation for direct personnel expenses, the **Consultant** shall provide an attachment to this Agreement outlining the personnel expense rates and/or multiples for principals and employees by identity of principal and class of employee. Said attachment shall be incorporated and made a part of this Agreement.

For Additional Services of the **Consultant** and its agents, the **Consultant** shall agree to pass through to the **County** the amount billed the **Consultant** for such services at cost.

### **6.3 Total Amount of Compensation**

The total amount of compensation under this Agreement shall be an Not-To-Exceed fee of: Sated in 6.1. This total amount of compensation shall not be exceeded without a written modification mutually agreed to and executed by the County and Consultant following approval by the Gwinnett County Board of Commissioners or the Board's designee.

### **6.4 Payments on Account of Basic Services**

The **Consultant** shall bill for its services on a monthly basis and said billings shall be in proportion to services performed within each phase of service on the basis set forth in Subparagraph 6.1. The **County** shall pay said billings within a thirty-day period from day of receipt of an accurate and acceptable invoice from the **Consultant**. The **County** will notify the **Consultant** promptly if it has any questions or concerns regarding the accuracy of any billing.

Upon completion by the **Consultant** of its services, and approval thereof by the **County**, the **County** will pay the **Consultant** the final earned amount of the Not-to-Exceed compensation set forth herein, less the total of all previous partial payments paid or in the process of payment. The **Consultant** agrees that acceptance of this final payment shall be in full settlement of all claims arising against the **County** for work or services performed for each phase and costs incurred or otherwise arising out of this Agreement and shall release the **County** from any and all further claims of whatever nature on account of said Agreement, except as noted in writing by the **Consultant** and has prior written approval by the **County**.

### **6.5 Payments on Account of Additional Services**

The **Consultant** shall bill for its Additional Services on a monthly basis concurrent with its billing for Basic Services. The **Consultant** shall present a statement of the services rendered and expenses incurred and shall include invoices and other records that substantiate said costs. The **County** shall pay said billings within a thirty-day period from day of receipt of **Consultant's** invoice and will notify the **Consultant** if it has any questions or concerns regarding the accuracy of any billings.

### **6.6 Payments Withheld**

The **County** shall make no deductions from the **Consultant's** compensation on account of liquidated damages or other sums withheld from payments to the Contractor. Furthermore, the **County** shall make no deductions from the Consultant's compensation on account of the cost of changes in the Work under the Contract for Construction for which the Consultant is not responsible. The **County** shall withhold \$10,000 of the **Consultant's** Fixed Fee until the As-Built Drawings described in Paragraph 2.8 have been provided to the County in complete and acceptable form.

## 7. CONSTRUCTION COST

### 7.1 Definition

Construction Cost shall be the total cost or estimated cost to the County of all elements of the Project designed and/or specified by the Consultant.

Construction Cost does not include the compensation for the Consultant and the costs which are the responsibility of the County.

### 7.2 Responsibility for Construction Cost

Based on the present Program and funding for the Project, the Project shall have a fixed limit of Construction Cost of \$70,000,000 for Option A. This amount includes all costs for site development, utilities, building construction, fixtures and equipment for which the Consultant is responsible as well as a reasonable contingency for bidding conditions, change orders and price escalation.

If the Bidding Phase has not commenced within six months after the Consultant submits the permitted Construction Documents to the County, the fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the County and the date of which proposals are sought. Such adjustment must be supportable by documentation of changing market costs and be mutually agreed to by the parties to the Agreement.

During the design phases, the **Consultant** shall be responsible for all revisions at each stage of the Project necessary to keep the Project within the fixed limit of Construction Cost. The Consultant shall select materials, component systems and types of construction that facilitate meeting the fixed limit of Construction Cost; and shall comply with the County's directives and value engineering requests in this regard. The Consultant, when in mutual agreement with the County, shall be permitted to include in the Construction Documents alternate bids necessary to adjust the Construction Cost within the fixed limit. All the services described in this Subparagraph 7.2 shall be included in the Consultant's Not-to-Exceed fee.

If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid, the **County** shall:

1. **Give written approval of an increase in such fixed limit;**
2. **Authorize rebidding of the Project within a reasonable time;**
3. **If the Project is abandoned, terminate in accordance with Article 7 or 8 of the General Conditions; or**
4. **Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.**

If the **County** chooses to proceed under Clause listed above, items 1-4 the **Consultant**, without additional charge, shall modify the Construction Documents as necessary to comply with the fixed limit and assist in rebidding the Project. The modification of Contract Documents shall be the limit of the **Consultant's** responsibility arising out of the establishment of a fixed limit.

## 8. USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

All Drawings, Specifications and other documents and materials prepared by the **Consultant** for this Project and pursuant to this Agreement are the property of the **County**. The **County** shall have the



authority to publish, disclose, distribute and otherwise use, in whole or in part, any Drawings, Specifications or documents prepared under this Agreement. The **County** may use all or parts of these Drawings, Specifications and other documents on projects or activities other than the Project without additional compensation to the **Consultant**; provided, however, that **Consultant's** title block shall be removed from all such Drawings, Specifications and other documents. The **County** further acknowledges and agrees that site and other conditions may vary and methods and materials may change, so that reuse of any such Drawings, Specifications or other documents without further review by **Consultant** could involve risk of loss or injury for which **Consultant** will not be held responsible. This provision shall not in any way preclude the **Consultant** from future and further use of standard details and Technical Specifications prepared by the **Consultant** for the Project.

**(SIGNATURES NEXT PAGE)**

GWINNETTCOUNTY, GEORGIA

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

GWINNETT COUNTY, GEORGIA

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

ATTEST:

\_\_\_\_\_  
Signature

Tina King, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Gwinnett County Staff Attorney

CONSULTANT: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)



### 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 vendor, its affiliates or its subcontractors:

1. \_\_\_\_\_  
Company Submitting Bid/Proposal

2. Please select one of the following:

- No information to disclose (complete only section 4 below)
- Disclosed information below (complete section 3 & section 4 below)

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_

Authorized Officer or Agent Signature

Sworn to and subscribed before me this

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

(seal)

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



**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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

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

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

**APPENDIX A****A REPORT PREPARED FOR THE  
GWINNETT COUNTY POLICE DEPARTMENT  
February 2019****SCOPE**

In June 2018, the Gwinnett County Department of Support Services (GCDoSS) and the Gwinnett County Police Department (GCPD) commissioned Precision Planning, Inc. to perform a Facility Needs Assessment for the GCPD and to develop a master plan for the Headquarters Campus. The needs assessment includes the four (4) primary GCPD divisions:

1. Administrative Services
2. Support Operations
3. Criminal Investigations
4. Uniform

The scope and purpose of the needs assessment and master plan was to carefully study the current and future space needs of the GCPD, identify primary growth factors, determine goals for operations and security, and analyze existing spaces and sites. The resulting report outlined the appropriate steps to meet the current physical space needs of the GCPD, as well as the projected space needs for ten and twenty years in the future.

**BACKGROUND**

Gwinnett County is located northeast of the City of Atlanta in the north central region of the state of Georgia. Gwinnett County is the second most populous county in the state, with a population of approximately 983,656 residents, dispersed within an overall area of 437 square miles. Although there are multiple municipal law enforcement agencies within the county, GCPD is the third largest police department in the state, with just over 1,258 sworn and civilian staff.

The population of Gwinnett County trends upward with each passing year. According to Woods and Poole, the projected population is likely to reach 1.25 million people by the year 2037, which is a 62% increase over the next twenty years. The GCPD must meet the increased demand for service in terms of personnel to keep pace with and provide support for the ever-growing population. As the GCPD grows, so must its physical operating space.

The current GCPD Headquarters was originally constructed in the early 1970s and, after a large addition and several renovations, currently consists of approximately 68,426 square feet. The original building was sufficient in size to meet the demands of the department at that time and for many years afterward. The original building structures still stand today and function as part of the GCPD Headquarters. However, a shift in functional and security parameters has brought into question the viability of the existing structures to continue to serve that purpose.

The Headquarters building has undergone multiple renovations and additions since its original construction, in an effort to keep up with increased space demand and growing staffing levels. The most recent renovation was completed in 2012 and involved a wholesale reconfiguration of the building interior. Due to the limited available square footage, this renovation was only able to

**APPENDIX A**

assign minimal space for future expansion. Given the projections included in this report, it is unlikely that continued reconfigurations of the existing facility will address the growing needs. This assertion is further reinforced by requirements for enhanced security measures. Lastly, a building approaching fifty (50) years in age is in need of continual costly repairs and upgrades; therefore, the existing facility will struggle to meet the future goals and objectives of the GCPD.

**GOALS AND OBJECTIVES**

One of the primary goals of the GCPD is consolidation. The department has outgrown available space and has been forced to house many functions, such as detectives and specialty teams, outside the Headquarters Campus. The current configuration of structures at the campus doesn't allow for that desired consolidation. Future staffing projections outlined in the program summary section of this report suggest both a current and future space deficit. Centralization of department administrative functions was noted as a high priority by managing GCPD command staff.

A summary of goals is listed below:

1. Consolidation of all GCPD sections and staff at a single location, with the exception of Training, Uniform Patrol, and other sections neither located, nor anticipated to be located, at Headquarters
2. Adequate and secure separation between the public and GCPD staff, both internally and externally
3. Increased efficiency of operations, through improved inter-departmental connectivity offered by a new central facility
4. Adequate and secure parking and circulation for GCPD personnel, separate from the public
5. Adequate office space to support current and future staff which is flexible and adaptable as the needs of the GCPD continue to evolve
6. Enhanced customer and community service

**SITE CONDITIONS**

Below is an aerial image of the GCPD Headquarters Site. The boundaries shown coincide with approximately 12.5 acres occupied by Police Headquarters (Left) and Police Headquarters Annex (Right).



### SITE UTILITIES

The Gwinnett County Police Headquarters Campus is served by both public and private utilities and services. These include power, water, natural gas, sanitary sewer, storm water management infrastructure, cable television, telecommunications, fiber optics, and microwave systems.

#### Power

The power for the campus has multiple feeds and each is isolated to the buildings served. The main power supply is overhead and transitions to underground at the right of way, before extending to the buildings served.

#### Water

The main water supply for the campus is from a 12" pressurized water main located in the right-of-way of Hi-Hope Road. Secondary 8" DIP water lines feed multiple water vaults and meters on the campus, one serving the Headquarters and one serving the Annex. Each vault contains both domestic and fire protection water services. Both buildings are supplied by an 8" water line and 2.5" domestic line. The Annex is supplied by a 2" water meter, and it assumed the meter at Headquarters is similar in size. This should be verified prior to design of additional development.

#### Natural Gas

Natural gas is provided by a gas main along the eastern side of High Hope Road. It is assumed the gas services for the campus are under the roadway and extend to the meters at each building.

**APPENDIX A**

The size of the existing gas main is unknown, but it is assumed there is ample service for any proposed new development. Multiple meters are anticipated with any new development.

**Sanitary Sewer**

All buildings on the campus site are served by sanitary sewer. The Annex building sanitary sewer exits the building on the west side and extends to a test manhole along the 8" main running north-south along the western boundary of the property. The sewer line is exposed for approximately 50 feet as it crosses the stream which also runs along the west property line. The Headquarters building sanitary sewer exits the building on the northwest corner and extends westward to a sanitary test manhole at the western property line. This 6" lateral ties into the 8" main in this location. The sanitary sewer main continues southward, off site, and turns west at the southeast corner of the Fleet Management building.

**Storm Water**

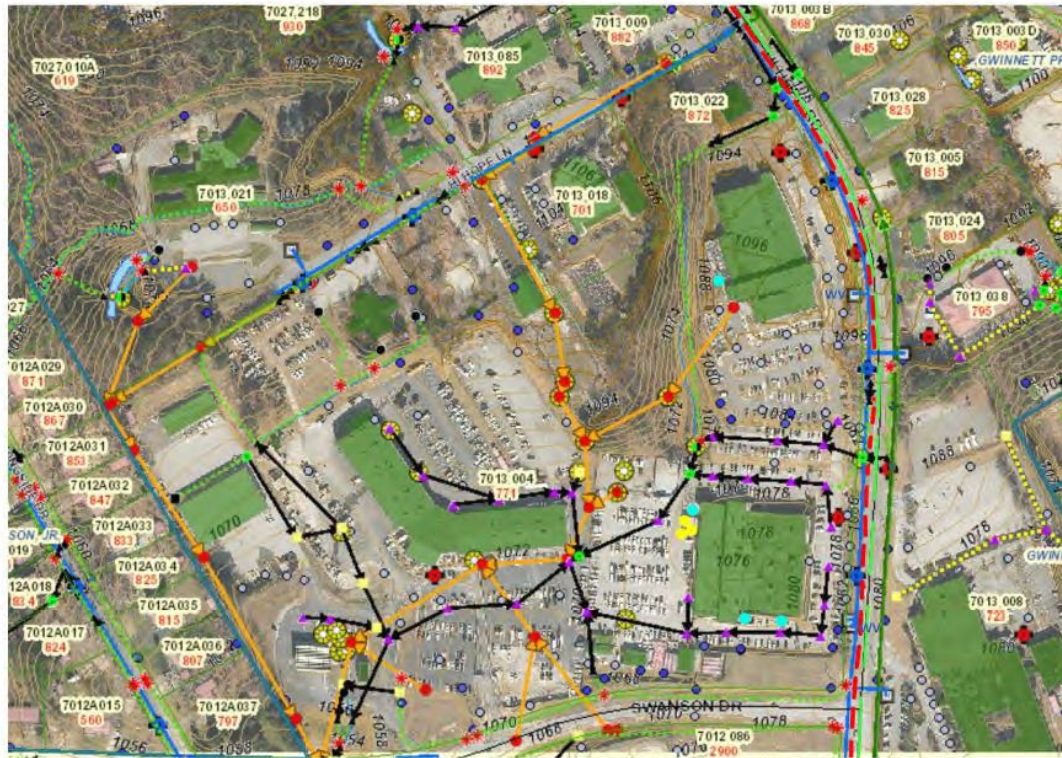
There is a network of corrugated metal storm water piping (CMP) that traverses the site and discharges as part of a master detention system, designed not only for the GCPD Headquarters campus, but also for surrounding development. The piping ranges in size from 12" to 48" in diameter. It is anticipated that the master storm water detention is sized to handle additional impervious development proposed as part of an expanded GCPD Headquarters campus. The piping is likely to require some re-routing, with a new hydrology study performed as backup and verification for any new development.

**Cable Television, Telecommunications, Fiber-Optic, and Microwave Systems**

The site also hosts additional private utility services such as cable television, telecommunications, fiber-optic, and microwave communication systems. There are primary feeds to both GCPD buildings that extend from Hi-Hope Road to primary service centers within the buildings. These raceways and feeders are of various sizes. There are also intra-parcel pathways connecting the two buildings on site. It is anticipated that these services will continue for any new development, including the need for the existing microwave tower to either remain in its current location, or be relocated, to accommodate an expanded campus configuration.



Utility Plan



LEGEND

- Power Utility
- Water Utility
- WV Water Vault
- Natural Gas
- Sanitary Sewer - Gravity
- Sanitary Sewer - Forced Main
- Sanitary Sewer Manhole
- Storm Water Piping
- ⋯ Open Drainage Ditch
- Service Entrance
- Microwave Tower
- Stream

Image provided by Gwinnett County GIS

**DESIGN CONSIDERATIONS AND SITE LIMITATIONS**

The County would like to use the current site to meet these needs.

Since this is an operational police headquarters building, any development should consider how to keep the existing facility operational, with minimal disruptions to daily activities, while new construction activities progress. Based on the total building area required to meet the twenty (20) year need (as indicated in the Architectural program document), contrasted against the total available area for development (as indicated on the existing site plan), it is apparent a multi-story option will be required to meet the need at this location.

There is a stream buffer (shown in blue below) that traverses the site from north to south along the western border of the site. It is possible to modify this buffer under certain conditions, but the use would be limited to vehicular access only, with no permanent construction in this area. Modifications to this buffer will require special permit from, and coordination with, the US Army Corps of Engineers and local authorities.

The area most suitable for new development lies just north of the existing headquarters building and is approximately 1.9 acres in size (shown in red below) and devoid of site utilities, with the exception of minor storm water piping, which could be easily relocated to accommodate a new facility. The current land use of this area is for surface parking. Should this area be used for new construction, approximately 143 parking spaces would be displaced by the new development. This accounts for most, if not all of the parking for the police headquarters annex building.

APPENDIX A

Alternate parking arrangements will need to be provided.



**PARKING REQUIREMENTS**

Public Parking areas are currently configured such that the vehicular way is directly in front to the buildings, with minimal setbacks. Given this is a public safety building and contains both essential and critical uses, public parking and configurations should provide enhanced security and standoff measures by holding these areas and pedestrian circulation away from the buildings as much as possible. There are currently 394 staff and fleet vehicle and 75 public parking spaces on the campus. The current public parking was mentioned as sufficient to meet most peak demands. However, as the staff grows the demand for parking will increase. Surface parking consumes large amounts of real estate, and given the limited site available for development, a structured parking garage will be needed to meet the future demand. There is also a requirement for covert parking for SIS and undercover vehicles. This can be accommodated on the basement level of the new building with access to and from the site concealed from public view.

**APPENDIX A****MASTER PLAN OPTIONS**

The development options presented are conceptual in nature and are used as a tool to determine if the existing site, given its limitations, will support the stated need for the targeted twenty (20) year threshold, and perhaps, beyond. Master planning sites other than the existing headquarters campus is outside the scope of this needs assessment. Therefore, we have developed two (2) distinct options for the existing site, each satisfying the long term twenty (20) year projected need, considering both new construction and reuse of existing facilities.

**Master Plan Option A**

Master Plan Development Option A considers a full buildout of the twenty (20) year projected need for the following departments located in the main headquarters Building:

1. Office of the Chief
2. Fiscal Management
3. Office of Professional Standards
4. Human Resources
5. Staff Inspections
6. PPA Accreditation
7. Records Management/GCIC
8. Support Section and Tele-Serve Unit
9. Property and Evidence Unit
10. Facilities Management Unit
11. Criminal Investigations Division
12. Uniform Division - Command and Police Permits

APPENDIX A

Below is a high-level summary of the building program and parking associated with Master Plan Option A and B.

**Master Plan Option A - Full Buildout - 20 Year Need**

Total Project Space Need	Qty	Area	Total Area
Total Police Headquarters Building	1		132,202 sf
Total Structured Parking	588	325	190,958 sf
Total Fleet Surface Parking	162	325	52,650 sf
Total Public Parking	113	325	36,855 sf
Total Covert Basement Level Parking	72	325	25,200 sf
Police Headquarters Footprint	1		50,000 sf

**Master Plan Option B - Full Buildout - 20 Year Need**

Option B assumes reuse of existing headquarters building with Full Renovation

Total Project Space Need	Qty	Area	Total Area
Total New Police Headquarters Building	1		63,746 sf
Total Renovation of Existing Building	1		68,456 sf
Total Structured Parking	588	325	190,958 sf
Total Fleet Surface Parking	162	325	52,650 sf
Total Public Parking	113	325	36,855 sf
Total Covert Basement Level Parking	72	325	25,200 sf
Police Headquarters Footprint	1		32,000 sf

The study in Option A shows a new police headquarters building can be constructed on the existing site in an area consisting of approximately 1.9 acres for the main building, with separate accessory buildings in area currently occupied by surface parking behind the existing headquarters building. The new structure will be a multi-story structure that connects to the existing annex building on the main level and a new parking garage on the second level. This strategy will aid in the development of a cohesive police headquarters building, where all functions are under the same roof. The building foot print can be minimized and a basement can be included to provide space for covert vehicle parking and evidence storage and processing. The parking study suggests a combination of surface and structured parking will be required to meet the long term need. Although there are number of different ways to approach this aspect

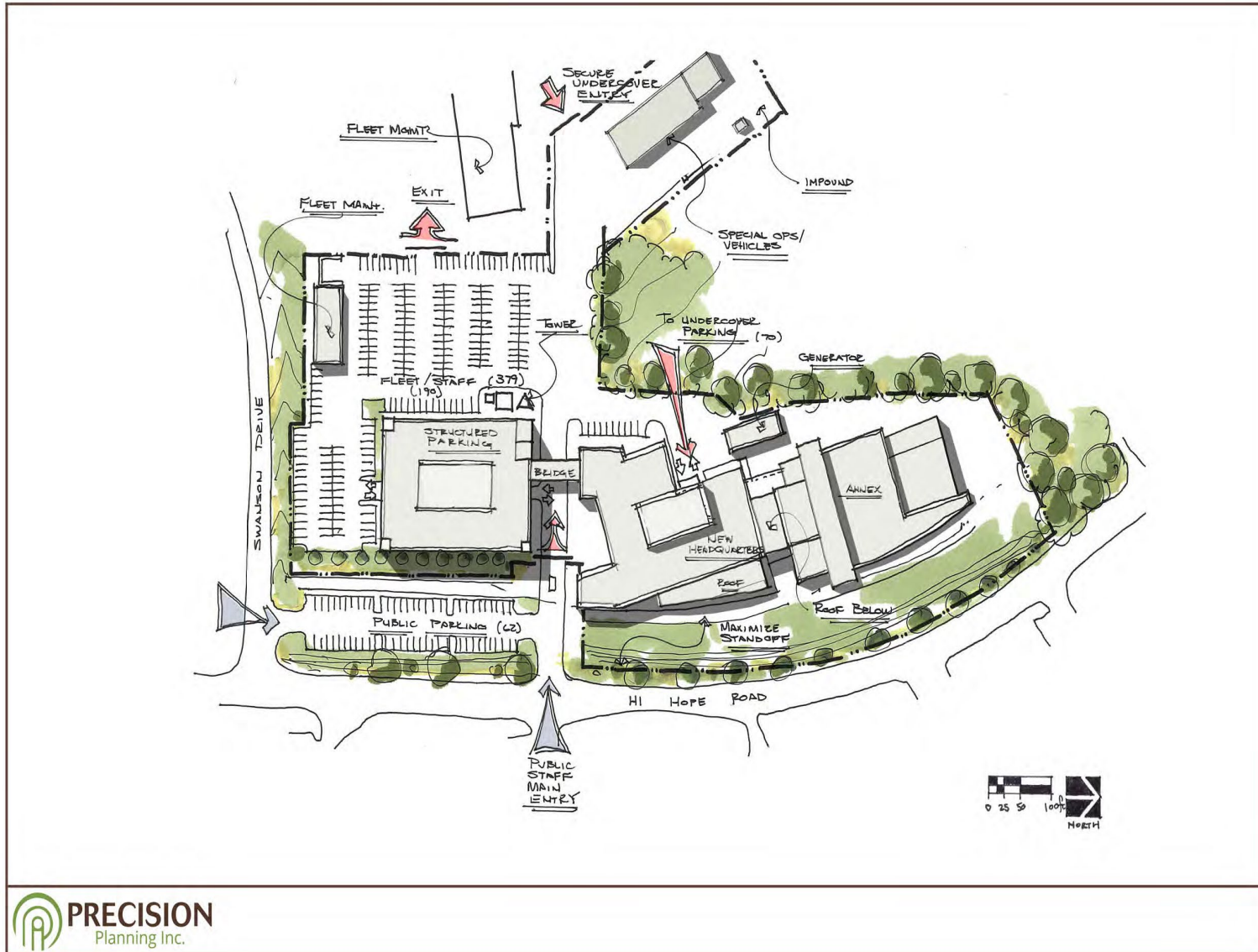
## APPENDIX A

of the design, both development options suggest using surface parking for public and fleet parking, and structured parking for secure staff parking.

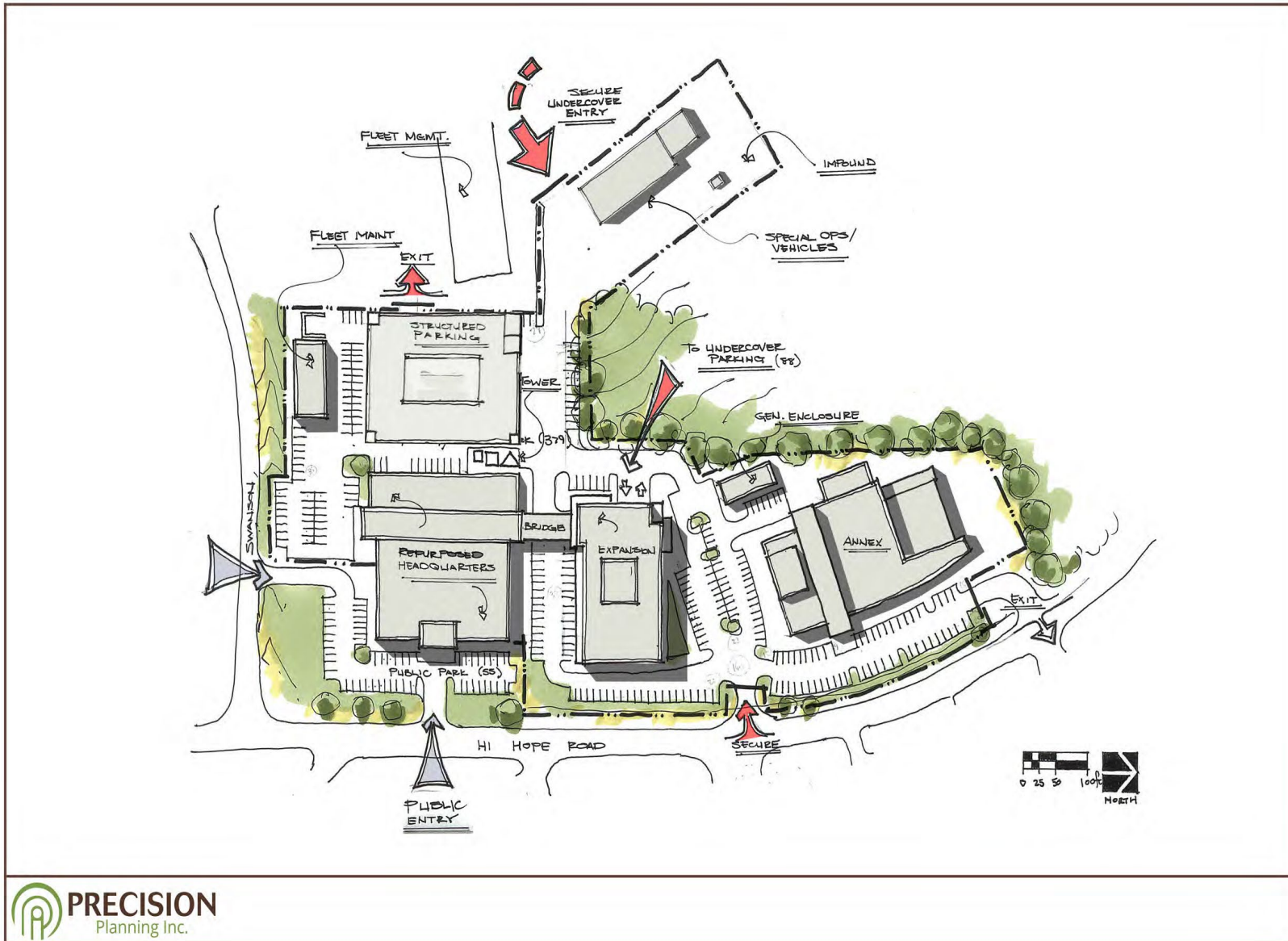
Careful consideration should be given to phasing, scheduling, and funding availability in developing the overall master plan options. This allows the Owner to plan the capital investment in a single phase or in multiple phases spread over time, as support and funding become available.

Both master plan options suggest the construction of the main headquarters building can be executed in a single phase with minimal disruption to existing operations. Approximately 143 staff parking spaces will be displaced during construction, as previously mentioned, but alternate arrangements could be made should this option be pursued for development. Once the new headquarters building is completed, and occupied, the existing headquarters building can be razed to prepare for the construction of the secure parking garage in the same location. Access to the majority of the existing rear parking lot can be maintained and used during this phase of construction. It should be noted that, given the gradual growth of the department, the existing rear parking lot may be adequate to meet the parking need for a brief period of time, following the completion of the new headquarters building. In this case, a semi-permanent solution for the displaced parking will need to be realized.

The study in Option B shows a new police headquarters building and accessory buildings can be constructed on in the same areas of the site as shown in Option A. The new structure will also need to be a multi-story structure, with one notable exception, the size will be smaller, since approximately 68,456 square feet of the total space need will be accommodated in the existing headquarters building, which will be reconfigured and renovated as part of this option. This reduction in overall building area will result in a lower initial construction cost, compared to option A. This lower initial construction cost comes with tradeoffs such as, lack of physical connection to the headquarters annex building, challenges in phasing for the structured parking garage, and this option will not meet the goal of creating a single headquarters building, rather multiple buildings connected by vehicular and pedestrian circulation. The parking garage in option B will need to be located in what is currently the rear fleet and staff parking areas, making vehicular circulation more difficult in an around the site, and potentially drastically impact operations during construction. A separate, temporary parking area will need to be constructed to accommodate the demand, while the new structured parking garage is under construction. This will need to be located off site, until construction of the parking garage is completed. All permanent fleet and staff parking can be contained in the parking garage, however, the cost will increase over that stated in option A, due to additional parking levels that will be required to meet the demand, due to the displaced parking on the ground level. The rear parking lot can remain in Option A to be used for Staff and Fleet parking.



**MASTER PLAN OPTION A**



**MASTER PLAN OPTION B**

**SUMMARY AND CONCLUSION**

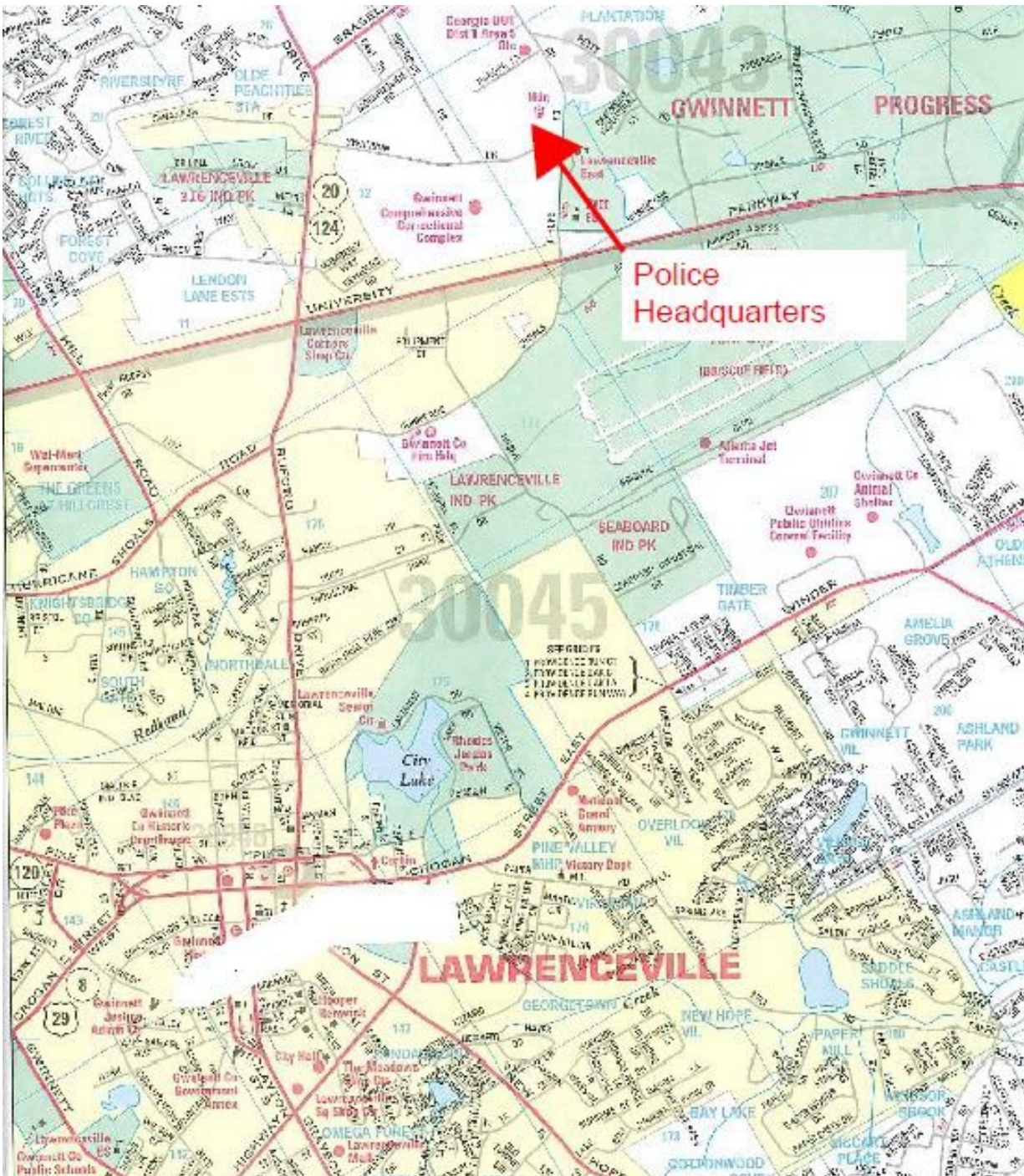
The current GCPD Headquarters consists of approximately 68,426 square feet. The projected space needs for the twenty (20) year horizon is in excess of 130,000 square feet, along with parking requirements in excess of 550 spaces compared to the 394 spaces currently on the campus. While the original building was sufficient in size to meet the demands of the department at the time it was constructed, continued reconfigurations will not address the growing needs. Future staffing projections suggest both a current and future space deficit that must be addressed in order for the GCPD to continue to provide the high level of public safety and customer service for the citizens of Gwinnett County.

The inadequacies noted compromise confidentiality, security, safety, and hinder seamless operations of the GCPD to a level that will only continue to get worse if measures are not taken to plan for the future. A new, centralized, modern police facility that is carefully planned and organized can properly address these issues. The development strategies presented in this report can help to satisfy the needs of the GCPD for many years in the future.



APPENDIX B

LOCATION MAP



APPENDIX C  
AERIAL PHOTO



APPENDIX D  
CONSTRUCTION BUDGET

ITEM	AMOUNT
<b>Construction</b>	
<b>Option A</b>	
Building/Site construction (130,000 SF at \$450/SF)	\$58,500,000
Parking Deck (575 spaces at \$20,000/space)	<u>\$11,500,000</u>
Construction sub-total	\$70,000,000
<b>FF &amp; E</b>	
Loose Furniture, Fixtures and Equipment	\$8,000,000
Telecommunications (cameras, access control, audio-visual)	<u>\$750,000</u>
FF&E sub-total \$8,750,000	
<b><u>OPTION A - CONSTRUCTION BUDGET TOTAL:</u></b>	<b><u>\$78,750,000</u></b>
<b>ITEM AMOUNT</b>	
<b>Construction</b>	
<b>Option B</b>	
Building/Site construction (63,750 SF at \$550/SF)	\$28,687,500
Renovation of existing facility (68,456 SF at \$210/SF)	\$14,375,760
Parking Deck (575 spaces at \$20,000/space)	<u>\$11,500,000</u>
Construction sub-total	\$54,563,260
<b>FF &amp; E</b>	
Loose Furniture, Fixtures and Equipment	\$8,000,000
Telecommunications (cameras, access control, audio-visual)	<u>\$750,000</u>
FF&E sub-total \$8,750,00	
<b><u>OPTION B - CONSTRUCTION BUDGET TOTAL:</u></b>	<b><u>\$63,313,260</u></b>

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

## RP006-24

### Buyer Initials: AH

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

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

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

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE

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

**\*\*\*ATTENTION\*\*\***

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

1. FAILURE TO USE COUNTY 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 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 (61<sup>st</sup>) day following receipt

of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

**XVI. NON-COLLUSION**

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

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible 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](http://www.gwinnettcountry.com).

#### **XXXIV. ELECTRONIC PAYMENT**

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

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

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

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

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