



September 26, 2025

**INVITATION TO BID
BL132-25**

The Gwinnett County Board of Commissioners is soliciting competitively sealed bids from qualified contractors for **Traffic Signal and Intelligent Transportation System (ITS) Demand Services on an Annual Contract** with Four (4) Renewal Options for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on October 22, 2025** at the Gwinnett County Financial Services - Purchasing Division - 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcountry.com.

A virtual **pre-bid conference** is scheduled for **2:00 P.M. on October 02, 2025**. To access, dial 1-408-418-9388, enter Access Code 353 013 572#. All vendors are urged to attend.

Questions regarding bids should be directed to Michael Milstein, Purchasing Associate II, at Michael.Milstein@GwinnettCounty.com no later than **3:00 P.M. October 13, 2025**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All service providers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid. Successful contractor will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond for sections awarded. Insurance and Bonding Company should be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-8 or higher.

The successful bidder will be required to furnish a contract Performance Bond and Payment Bond, each up to a sum of \$5 million and provide insurance coverage as required by the contract documents. The payment and performance bond amounts are subject to change for each renewal option. It is the intent of Gwinnett County to award this contract to multiple contractors. Each awarded contractor will be provided the required bond amount during the renewal process and will be required to provide bonds for that amount.

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 Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

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

Award will be made to the service provider submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

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

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

Michael Milstein
Purchasing Associate II

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

E verify affidavit: Page 20
Ethics affidavit: Page 21
Application for Qualification: Page 22-31
Bid Schedule: Pages 32-41
Subcontractor List: Pages 42
Bid Bond: Page 65

Traffic Signal and ITS Demand Maintenance Specifications

A. General Specifications

The following specifications describe the contractual requirements for various services associated with the installation and maintenance of traffic signal and Advanced Traffic Management System / Intelligent Transportation System (ATMS/ITS) infrastructure on an annual basis in Gwinnett County. All work is to be performed according to the current Georgia Department of Transportation (GDOT) Standard Specifications covering traffic signal and ITS infrastructure and the current Gwinnett County Department of Transportation (DOT) Special Provisions of the aforementioned GDOT Specifications.

1. Gwinnett County reserves the right to reject any or all bids, to waive informalities and re-advertise. It is understood that all bids are made subject to this agreement, that Gwinnett County reserves the right to decide which bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the bidder, his financial responsibility, and work of this type successfully completed.
2. Contracts for different sections may be awarded to individual bidders, as benefits Gwinnett County. Gwinnett County reserves the right to award to multiple contractors, utilizing the contractor(s) based on cost and availability.
3. Gwinnett County reserves the right to competitively bid a group of projects.
4. All contracts will apply to all services authorized during contract period, although actual work may extend past contract period. Gwinnett County reserves the right to utilize an alternative contractor in the event of an emergency when the designated contractors cannot respond promptly. Gwinnett County DOT reserves the right to perform any of these tasks with in-house personnel as deemed in the best interest of the County.
5. Utilization of any subcontractor is subject to prior approval by Gwinnett County DOT.
6. Unit rates include all equipment, travel and setup. Work will be done at the unit rates whenever practical. Work not covered by the unit rate will be done at the stated hourly rates for labor and equipment. No hourly work shall be performed without prior specific approval of the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman.
7. Work covered under other contracts (pole and detector loop installation) may be performed by the demand installation contractor under hourly rates for labor and equipment if deemed in the best interest of the County. This procedure will be applied if it is judged to be more practical to perform minor tasks in the course of doing other work at a location. This procedure may be applied if the charge for the task does not exceed the stated minimum charge per order. This procedure will be applied at the discretion of the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman, as benefits Gwinnett County DOT.
8. Material not supplied by Gwinnett County and any equipment not included in the unit rates will be provided as specified on Bid Schedule. This is subject to prior specific approval of the Traffic Signal Engineer or ATMS/ITS Engineer.
9. Individuals, firms and business 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.
10. GDOT specifications 500, 501, 502, 639, 647, 682, 850, 915, 922, 923, 924, 925, 935, 936, 937, 938, 939, plus all those referenced interior to those specifications are applicable to work in this contract.

B. Work Site Specifications

1. All OSHA standards and construction area precautions required by GDOT and the Manual on Uniform Traffic Control Devices shall be followed.
2. Work shall be performed at a time period and in a manner to prevent serious impact on traffic flow. This may include off peak hours, nights and weekends as determined and approved by Gwinnett County DOT.
3. Installation shall meet National Electrical Code and National Electrical Safety Code. Contractor must possess a valid Gwinnett County business license.
4. Contractor should have an IMSA Level 2 certified electrician supervising all activities on a job site.
5. Notification and full cooperation shall be extended to GDOT engineers on State and Federally funded projects. Contractor shall notify field project engineer or GDOT Area office at (770) 535-5759. In the event that GDOT instructions conflict with Gwinnett County specifications, contractor shall contact Gwinnett County DOT for direction.
6. Contractor shall remain solely responsible for damage or wear to equipment used. Contractor is liable for damage to buried utilities and other property, including damage to vehicles from loop sealant.
7. Before beginning excavation, contractor shall ascertain the location of all buried utilities. Contractor shall comply with all requirements of the Utilities Protection Center for both buried and overhead utilities. Contractor shall hand dig across known buried utilities. The contractor should ascertain whether the locate request is fully applicable to the work being performed. Contractor shall comply with Lawrenceville Gas requirement that digging be done during their normal work hours and under their supervision.
8. All work shall be left in a neat and orderly condition. Contractor shall avoid working and parking equipment outside of County/State right-of-way. Impact on landscaped areas shall be kept to an absolute minimum. Contractor shall restore landscaped areas to original condition, replacing sod or reseeding with same type turf. Excess dirt shall be removed by contractor.
9. In the event that rock or other impediment prevents work at the designated location, contractor shall receive prior approval by Gwinnett County DOT before obtaining necessary equipment for blasting or other method of rock removal. This does not apply to moderate difficulties and problems caused by the contractor.
10. Contractor will be provided with diagrams of required work. Pole locations will be staked by the contractor for review by Gwinnett County DOT. A pre-construction conference will be held when necessary. Contractor shall notify Gwinnett County DOT staff and/or the designated inspector when work will be performed so that work may be monitored.
11. Contractor shall continue assigned work until completed. Interruption of work requires prior approval by the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman.
12. In the event that workload exceeds the capacity of the contractor, or the contractor experiences labor or equipment problems, contractor shall subcontract the work in order to complete it within the required time. Subcontractor shall be approved by GCDOT prior to work (see Section A, #5 above).
13. A daily report per location of materials, equipment and labor used on all work shall be submitted each workday, or as required by the designated Traffic Signal or ATMS/ITS Trades Foreman. Receipt of report and signature of the designated Traffic Signal or ATMS/ITS Trades Foreman does not imply acceptance of work.
14. Invoices shall be presented with charges separated per location, listing dates work was performed. Care should be taken to differentiate materials and equipment used under unit rates, those provided by the contractor, and those provided by Gwinnett County. Separate reports shall be submitted for work done under different contracts.
15. Contractor shall provide proper supervision of all employees at all times to assure that work is being performed

correctly, efficiently and safely. Contractor shall inspect work, verify that it was performed properly and in conformance with the specifications, and certify this on the daily work report.

16. Gwinnett County DOT does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the county will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications.
17. Work defects encountered within 90 days will be corrected by either Gwinnett County forces or by the contractor, at the discretion of the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman. Gwinnett County will bill the contractor for corrective work. Contractor shall correct defects within 48 hours of notification.
18. Traffic Control shall include: submittal of TIR and any other required permits; all labor and miscellaneous equipment necessary to perform the work; conform to GDOT and Gwinnett specifications.

C. Preconstruction

This section details how contractors will be assigned work.

1. Contractor will be emailed work orders for all assigned tasks from Gwinnett County DOT staff.
2. Contractor shall acknowledge receipt of work orders via email within 2 business days.
3. Contractor shall plan to start work as soon as necessary to complete work orders based on the assigned priority. Exceptions must be approved in advance by Gwinnett County DOT staff.
4. Contractor shall be responsible for calling in locate requests for underground utilities and/or protection of overhead utility lines.
5. Contractor shall notify a Gwinnett County DOT Traffic Signal or ATMS/ITS Foreman or Inspector or the Traffic Control Center (TCC) by 8:30 am each day they plan to work within the County and provide the location(s) where the contractor intends to work.
6. Work order priorities are defined below.
 - Priority 1 – Emergency – must be completed within 24 hours of notification.
 - Priority 2 – High – must be completed within 1 week.
 - Priority 3 – Medium – must be completed within 1 month.
 - Priority 4 – Project – must be completed per project schedule.

D. Emergency Work

Contractor will on occasion be required to furnish emergency installation or repairs. This section details items specific to those types of tasks. There are other requirements defined in the following sections.

1. Contractor shall have a reliable system to assure immediate contact in an emergency. This system shall provide contact within 30 minutes of an attempt by Gwinnett County DOT staff to initiate contact. Gwinnett County DOT will establish an emergency priority call code.
2. If contractor has not verbally responded within 60 minutes, Gwinnett County DOT reserves the right to hire another contractor to perform the work.
3. Contractor will be emailed a work order for each emergency task the following business day from Gwinnett County DOT staff.
4. Contractor shall acknowledge the work order via email within 2 business days that the emergency work is completed.
5. In addition to the contract rates for work performed, contractor may levy a surcharge per incident. Payment of the Surcharge is contingent upon arrival within stated response time.
6. In such an emergency, Gwinnett County DOT may have work performed by other sources, if adequate service cannot be obtained.
7. Contractor will be assessed liquidated damages in the amount of \$500 per hour for failure to respond the emergency work within the two-hour response time required.

E. Material Specifications

1. Materials used shall conform to the material specifications. The listed brands and models, or an equal approved by Gwinnett County DOT, shall be used.
 - a) Gwinnett County DOT may supply specialized traffic signal materials, while the contractor will supply all

other materials. If specified, Gwinnett County DOT may furnish: control box and contents, pull boxes, traffic signal and pedestrian heads, poles (timber, strain, and pedestrian pedestal), strain pole clevis clamps, and anchor bolts.

b) Contractor shall pick up items from Gwinnett County DOT Central Facility, 620 Winder Highway, Lawrenceville.

c) A two (2) working day notice shall be given to the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman prior to material pick-up. Contractor shall not enter storage area nor pick up any materials unless accompanied by a Gwinnett County DOT employee. All materials shall be signed for per project location. Contractor shall secure all equipment and materials from damage from weather, vandalism, or other factors. Contractor shall reimburse Gwinnett County DOT for damaged or lost materials.

The following applications shall utilize the brand and model of material listed, or an approved equal.

#	APPLICATION	ITEM DESCRIPTION	BRAND/MFG #
1	guy and support strand	3/8" extra high strength strand, 7 strand	
2	cable support messenger strand	1/4" high strength strand, 7 strand	
3	strand terminations	7 lay preformed deadend grips	3/8":Preformed GDE-1107 1/4":Preformed GDE-1104
4	strand splices	Preformed splice grip	3/8":Preformed GLS-2107 1/4":Preformed GLS-2104
5	down guy attachments	MIF guy hook	Stanley Flagg P135AX
6	timber and concrete pole attachments	5/8" thimbleye bolt or 5/8" ovaleye bolt, 2-1/2" square curved washer for timber pole or round concrete pole 2-1/2" square flat washer for octagon concrete pole	
7	strand junctions	Galvanized ring 7/8" x 4"	Crosby S-643 galvanized
8	lashing wire	0.045" stainless steel	
9	lashing wire terminations	lashing wire clamp	Diamond 26-09010 "D"
10	aerial cable support	aerial support tie (tie wrap)	Panduit PLT 4H-0 Band-it AE612 (machine lashing)
11	aerial bonding	Bronze jumper clamp	Weaver K-1
12	anchor rod bonding	guy bonding clamp	Joslyn J3231
13	guy anchor	8-way anchor, galvanized 7'x5/8" twineye anchor rod	Joslyn J8135G Joslyn J7517
14	underground loop lead-in splice	Pressure terminal connector splices	Panduit BSV14X-M
15	ground splice box	Pull box with "TRAFFIC SIGNAL" molded into cover	Quazite
16	earth ground	5/8" x 8' copperweld ground rod ground rod clamp one-shot weld connector	Joslyn J8338 Cadweld GR1-161G
17	conduit	schedule 40 PVC (UL listed, sunlight resistant) or rigid galvanized	
18	conduit	2" HDPE SDR11	
19	seal saw slot	detector loop sealant, tip application	3M one-part / ChemQ
20	detector loop wire	IMSA 51-3 14 AWG stranded XHHW IMSA 51-5 14 AWG encased	
21	loop lead-in cable	IMSA, 3-pair, 14 AWG	
22	radar and ped wire	IMSA, 3-pair, 18 AWG, black	

#	APPLICATION	ITEM DESCRIPTION	BRAND/MFG #
23	traffic signal cable	IMSA 19-1, 7-conductor, 14 AWG stranded	
24	aerial/ duct	fiber-optic cable SM	
25	power service feeder	6 or 8 AWG stranded THHN white & black	Insulated wire
26	terminals	Pressure terminal connector fork terminal	Panduit PV14-8FX-M, blue Panduit PV10-8FX-D, yellow Panduit PV18-8FX-CY, red
27	ground wire	6 AWG solid copper	
28	tracer wire	10 AWG stranded THHN green	Insulated wire
29	concrete	GA DOT class "A" 3000 psi	
30	pedestal pole foundation	steel streetlight foundation	Chance C11232JG4VL
31	reinforcement rebar	ASTM A-615, GR.60	
32	filters for control boxes	10" x 16" x 1" Poly filter w/scrim back 12" x 16" x 1" Poly filter w/scrim back	AAF International 229-541-211 AAF International 229-308-211
33	graffiti remover	GAT	Cantol 800-387-9773
34	overhead sign hanger equipment for span wire	assembly span wire clamp extender angle	Pelco SE-5219 Pelco SE-0321 Pelco SE-0507 Pelco SE-0547
35	overhead sign hanger equipment for mast arm	assembly clamp kit sign clamp gussett tube	Pelco AG-0144 Pelco AG-3009 Pelco AB 0502 Pelco
36	Aluminum angle	cut to fit assembly	Angle Length=39" 1½" x 1½" x 18'
37	Radar cable wire	3-pair, 22 AWG tinned 2-copper pair, 18 AWG tinned copper 1-pair, black	Advanced Digital Cable 532218

Note: IMSA specifications available from Gwinnett County DOT upon request.

F. Section 1 – Pole Installation and Removal

Installation and removal of poles in embedded and anchor base foundations. This includes; timber poles, guy anchors, steel strain poles, mast arm poles, concrete strain poles, and pedestal pole steel foundations.

1. General

- a) Contractor shall have a minimum of two (2) derrick/digger trucks and two (2) qualified operators at bid submittal to be considered for this section.
- b) Gwinnett County DOT will endeavor to set up a full day of installation with sites in close proximity, but contractor may still be required to perform isolated installations anywhere in Gwinnett County.
- c) Contractor shall be responsible for the disposal of poles after removal unless otherwise directed by Gwinnett County DOT staff.

2. Emergency Work

- a) Contractor will be required to furnish emergency pole installation services as part of this section. See Section D – Emergency Work for additional requirements.
- b) Contractor shall have one (1) derrick/digger truck and crew available at all times for emergency work.
- c) Contractor shall arrive at the Gwinnett County DOT Central Facility or Pole Yard to pick up a pole within two (2) hours of the initial contact by Gwinnett County DOT staff.
- d) In the event that there is a known deficiency in providing such contact and response, contractor shall set up alternative means, with approval of Gwinnett County DOT staff, to fulfill this requirement.

Ability to meet the required response times will be a determining factor in award of this section.

- e) Contractor is responsible for installing the pole to provide proper clearance to overhead utilities. Poles and foundations improperly installed shall be removed and relocated at the contractor's expense.

3. Timber Poles

- a) Contractor shall furnish galvanized anchors, anchor rods, ground rods, and pole grounding wire.
- b) A 6-gauge solid copper ground wire shall be stapled to pole every 6" minimum, except between 8' above the ground line and 8' below the top, where staples may be placed every 2'. Wire shall extend in a continuous length from top to butt of pole, across the full diameter of the butt, and terminate in a "pancake coil" on the butt. Thirteen feet of stripped wire shall be used in the coil, and each turn shall be stapled at each junction of the diameter wire.
- c) Pole shall be set 6 feet deep, unless otherwise directed. Do not set pole directly on rock; either remove rock and then backfill and compact hole, or adjust location. If hole cannot be dug in designated location, contractor shall attempt to auger at least three alternate locations.
- d) Guy anchors shall be installed after their respective poles, and anchor location shall be adjusted to accommodate any change in pole location. Anchor shall be angled toward the attachment point on the pole, or 25 feet above the ground. Anchor eye shall be approximately 9" above the ground and marked to alert construction traffic. Anchor shall be installed to provide maximum holding strength.
- e) Backfill for both pole and anchor shall be tamped to at least the original compaction for the full depth. When a pole is removed, hole shall be backfilled and compacted.
- f) Pole shall be installed to be plumb when load is applied. Pole shall be installed with proper clearance to overhead lines. Pole shall be cut when necessary to reduce height.

4. Mast Arm Poles and Steel Strain Poles

- a) Installation of anchor base foundation is bid as a separate item from pole shaft placement. Installation of vertical pole shaft on foundation is a separate item. Foundation installation includes 4 (Four) 2" PVC conduit stub plus two (2) 1" conduit for ground wire. Installation of each mast arm on a vertical pole shaft is a separate item. Additional charges (at cost +10%) may be made by submitting detailed cost of all such materials. Special foundations will be installed at the hourly rates. Concurrent with the pole installation, contractor may also be required to supply concrete (at cost + 10%) for other traffic signal work at the same site.
- b) Powder coated or painted poles shall be wrapped to prevent marring when handling and transporting. Contractor is responsible for any damage caused to pole finish. When directed by Gwinnett County DOT, steel poles shall be cut (to reduce height) and touched up with a galvanizing compound.
- c) The basic anchor base installation will be a 36" diameter x 10' deep foundation, ranging to 15' deep and consist of #4 circular rebar and #8, #9, or #10 straight rebar for reinforcing (contractor will provide the necessary rebar for installation). Bolt circle, foundation depth, and reinforcement required will be specified at the time the installation is ordered. Charges will be made for the basic 10 foot foundation plus the per foot adder price.
- d) A ground rod shall be provided and installed at each pole as specified herein.
- e) A cylindrical hole shall be dug a minimum of 36 inches in diameter to form a foundation of the required depth including elevation above ground level. A cylindrical form maximum 18" deep shall be used to form top of foundation at the level stated on the work order. Any additional soil removed shall be replaced with concrete.
- f) Hole shall be dug to accommodate conduit 18" -24" deep oriented in designated direction. Conduit shall be sealed and secured in form, stubbed 6" to 12" above the foundation and 3 feet minimum outside foundation at a depth of 18" -24". Reinforcing bars shall be assembled with tie wire and installed in the hole, as shown in the caisson detail. Horizontal reinforcing bars shall be positioned minimum 3 inches from conduit to prevent crushing.
- g) Gwinnett County DOT shall be given adequate opportunity to inspect all pole and foundation installations prior to concrete pour. Reinforcing, conduit stubs and anchor bolts shall be in place for inspection. Inspection should be completed before concrete is ordered. Contractor shall ensure that the Gwinnett County DOT inspector is on site during the pour. A two (2) working day notice shall be given before pouring begins. No pouring is allowed after the following times without approval of Traffic Signal & ATMS Section, M-Th 2:00 p.m., Friday 12:00 p.m.
- h) Hole shall remain covered with any safety cribbing used being left in place until pour. All water shall be

removed from hole before pouring concrete. Entire foundation shall be poured at the same time, using class A concrete, and power vibrated to remove all voids. Surface of foundation shall be level or have a slight crown; a concave surface is unacceptable. Faint marks shall be scribed on the foundation to indicate orientation of conduit. Contractor shall note on receipts from concrete plant the particular pole foundation to which it applies. Receipts shall be delivered to Gwinnett County DOT prior to invoice.

5. Pre-Stressed Concrete Strain Pole Procedure:

- a) Drill round holes or dig square holes for pre-stressed concrete poles.
- b) Do not disturb the natural ground adjacent to the foundation more than necessary.
- c) Excavate to the lines and elevations shown on the Plans or established by Engineer.
- d) Dispose of the excavated materials as directed.
- e) Re-grade and add grass to the disturbed areas to match the contiguous area.
- f) Backfill according to the Plans. Furnish and place Class A concrete, as required, according to the applicable portions of Section 500 and Plan details.
- g) Remove all eyes and loops used in the erection of pole and patch all remaining holes.

6. Pedestrian and Flashing Beacon Poles

Pedestal or flasher pole foundations that are poured shall use class A concrete and have a 24" diameter. Bagged concrete hand mixed onsite will not be accepted. When steel streetlight foundations are used, those are to be directly screwed into the ground by auger truck without excavation. They shall be installed plumb, flush to grade and bolt hole pattern square to road. Preformed concrete bases shall not be used unless approved by Gwinnett County DOT staff. Reference GDOT spec 925.2.28 (1-9), for base and for breakaway poles, reference GDOT Spec Section 850 and 925.

- a) Pedestrian signal heads and hardware shall be all black in color. Pedestrian signal heads shall be mounted with clamshell type bracket assemblies and shall be equipped with County approved LED countdown modules.
- b) Pushbutton stations that are installed on a pedestal pole for two perpendicular crossings shall be mounted on a double pushbutton station adapter. Pedestrian pushbuttons shall be installed within 10" of sidewalk with sign arrow indicating the crossing direction. Pedestrian pushbuttons and signs shall be vandal resistant with a piezo switch, led indication and audible feedback.
- c) One 7-conductor, 14 AWG, stranded cable and 3-pair, 18 AWG detector cable for proposed and future pedestrian signals shall be installed at each strain pole. A minimum of one 7-conductor, 14 AWG, stranded signal cable for proposed and future vehicle signals shall be installed on all four sides of the installation.

G. Section 2 – Detector Loop Installation

This section addresses the installation of wire loop detector systems in asphalt or concrete road surface. The installation shall comply with the current GDOT 647 specification and Gwinnett County DOT 647 Special Provision at the time a work order is issued and the following requirements.

1. The typical loop installation will consist of the following items.
 - a) saw cut
 - b) loop wire
 - c) loop sealant
 - d) conduit
2. The typical loop installation shall include up to 25 feet from the loop to the closest enclosed termination point. That could include a pull box, conduit or the traffic signal cabinet depending on location. For installations that are over 25 feet to the closest enclosed termination point, the contractor is allowed to charge on a per foot basis as defined in the bid schedule.
3. Work will be accomplished on a flat rate per bid item for typical loop installations. The contractor supplies loop sealant, wire and conduit. Conduit shall be 2" unless 1" conduit is explicitly granted at the discretion of Gwinnett County DOT. Equipment and labor charges will be applicable only in circumstances not covered by the flat rate.

- a) After successful test, slot and cut holes shall be filled with approved loop sealant to 1/16" of surface after settling and to the cover above the top conductor as required in the current GDOT 647 specification. Loop sealant shall be installed by injection into the slot only; no pouring or other methods are permissible. The sealant nozzle shall be inserted into the slot to its full length in order to inject the sealant to the full depth of the slot and to completely encapsulate the wire. No voids will be permitted. The need to remove surplus sealant from the adjacent road surface should be avoided. When necessary, surplus sealant shall be removed without the use of solvents, and without spreading it over the surface. Traffic shall be restricted from loop area until wire is laid. Loop shall be sealed the same day and before rain. If mud or other debris should enter slot, it shall be removed and the slot shall be completely cleaned.
- b) Loop wire shall maintain the minimum depth through concrete gutter. A hole shall be drilled below the face of curb to pass the loop wire through the curb to the road shoulder. Loop wire shall exit road surface for curb at a minimum depth of 6 inches. Loop wire pair in shoulder shall be symmetrically twisted 3 turns per foot. Conduit with smooth, watertight joints shall run from edge of road to termination point at 18" minimum depth. Conduit installations will usually be hand trenched. Trench shall be backfilled and compacted to original compaction to within 6" of surface. Marking tape (supplied by County) shall then be placed, the trench backfilled and compacted, and the surface dressed to the condition of the original landscaping. Ends of conduit shall be sealed waterproof.
- c) Loop lead-in wire shall be terminated in control box, or waterproof spliced to loop lead-in cable in closest enclosed termination point. Junction shall be 10' from edge of pavement or 3' from curb, where there is minimum vehicular encroachment. Sufficient slack wire shall be left at access points to make connections.

2. Loop Cable in Conduit:

- a) Conduit installation, including encasement and boring, shall be performed per GDOT spec 680.05, except as modified herein. Conduit installation shall include pulling tape and tracer wire.
- b) All loop cables and conduit runs over fifty feet (50') shall be installed at a minimum depth of thirty-six inches (36"). Conduit and cable runs less than fifty feet (50') shall be installed at a minimum depth of twenty-four inches (24").
- c) Trench shall be backfilled and compacted to original compaction to grade. The hand-trenching rate will be applicable when necessary and as authorized by the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman. Trench shall not be backfilled until it is inspected by Gwinnett County DOT.
- d) All underground splices shall be made in an approved locking pull box, one meeting the current GDOT Spec 647 Type 2 with eighteen inch (18") minimum of gravel as a foundation for the box. Box shall be level and 1" above ground or flush with concrete surface. A ground rod shall be installed in pull box.
- e) All conduit connections shall be watertight. Terminations in pull box shall be through elbow to 6" below top of box.
- f) Sufficient cable shall be provided at all terminations and access points for future connections: control box -6' inside box, pole conduit -4", pull box -2', steel pole -18" outside access hole. Where cable pairs pass unbroken through access point, a cable loop of twice this length shall be provided for future connections.
- g) Conduit installed in an open cut in the street shall be backfilled and topped with concrete and topped with asphalt per GDOT specs. Where open cut cannot be used, conduit will be installed by boring for continuous distances up to one-hundred thirty feet (130'). Bored installation shall use 2" or 3" rigid galvanized steel conduit, conduit in steel sleeve or HDPE conduit via directional boring. Compaction type bore shall be done at a minimum depth of 3 feet.
- h) Contractor shall install cables and tracer wire in unbroken runs, unless otherwise indicated by Gwinnett County DOT. All breaks in the cable must be specifically approved by the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman. Sufficient cable shall be provided for 6' lead-in within control box. Cables that are incorrectly cut shall be replaced at contractor's expense, including cost of cables.
- i) Cable shall be secured against damage or theft until installation is completed. Vehicles shall not be permitted to run over cable. Cable ends shall be sealed against moisture infiltration. Damaged or lost cables shall be replaced at the contractor's expense.

H. Section 3 – Traffic Signal Preventative Maintenance

This section describes the tasks required as part of annual preventative maintenance for traffic signal systems.

1. Contractor shall immediately notify Gwinnett County DOT staff of any observed problems with the operation of a traffic signal or any deficiencies requiring immediate attention.
2. Traffic signals will be divided into four groups, representing a geographically contiguous sequence to minimize travel between locations. Each group may contain between 20 and 30 intersections designated for LED replacement.
3. Gwinnett County will provide the LED vehicle and pedestrian signal modules that are to be replaced.
4. The Contractor will provide all other materials to perform and complete the tasks as described. The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.
5. Maintenance on each group shall be completed within a 12-week period of receiving the maintenance forms. The contractor shall complete maintenance of a group prior to starting a subsequent group.
6. Pay items 3-1 and 3-2: Annual replacement of LED modules – the following activities shall be performed:
 - a) Vehicle and pedestrian signals containing LED indications replaced when specified.
 - b) "Stop and go" signalized intersections may vary from 18 to 54 vehicle signal sections and up to 8 pedestrian signals per intersection.
 - c) Vehicle signal heads will typically be 3-section, 4-section, or 5-section heads.
 - d) A pedestrian signal is usually a single section that includes the "walk", the "don't walk," and countdown indications.
 - e) For single indication signal circuits, an electrical load shall be temporarily connected prior to removing or installing the LED in order to prevent the traffic signal from tripping into the flash mode.
 - f) Any LED module that is removed and has a manufacture date that is within 24 months of the removal date shall be returned to Gwinnett County DOT. All other LED modules and materials shall be disposed of by the contractor.
7. Pay item 3-3: Traffic signal control cabinet maintenance – the following activities shall be performed:
 - a) Clean the inside of signal cabinet -all dirt, dust and debris shall be removed using a shop vacuum and brush.
 - b) Graffiti and signs will be removed from the outside of signal cabinet and poles using an approved remover.
 - c) All filters will be replaced using approved filters and sealed in place with an approved tape.
 - d) All vehicle detectors and pedestrian push buttons will be checked for proper operation.
Contractor shall notify the Traffic Signal Engineer or ATMS/ITS Engineer or designated Trades Foreman of any malfunctioning detectors or ped buttons prior to leaving the signal cabinet.
 - e) Check the operation of the signal cabinet fan, using a hair dryer, and when finished set the thermostat to 90 degrees.
 - f) Check operation of the internal signal cabinet lights and replace bulbs as necessary.
 - g) The caulking between the signal cabinet and base shall be inspected and re-caulked as needed.
 - h) The signal cabinet grounding system resistance shall be tested and recorded on maintenance form.
8. Pay item 3-4: Battery back-up cabinet maintenance – the following activities shall be performed:
 - a) Voltage check on each battery and record on maintenance form.
 - b) Check bypass switch.
 - c) Clean the inside of battery cabinet -all dirt, dust and debris shall be removed using a shop vacuum and brush.
 - d) Graffiti and signs will be removed from the outside of battery cabinet using an approved remover.
 - e) All filters will be replaced using approved filters and sealed in place with an approved tape. The filter size is 12" x 16" x 1".
 - f) Check the operation of the signal cabinet fan, using a hair dryer, and when finished set the thermostat

- to 90 degrees.
- g) Check operation of the internal battery cabinet light and replace bulb as necessary.
 - h) The caulking between the battery cabinet and base shall be inspected and re-caulked as needed.
9. The following items will be performed on an as needed basis as part of cabinet maintenance:
- a) Approximately one tablespoon of fire ant killer bait shall be sprinkled on the bottom of the cabinet when ants are present.
 - b) Rat poison shall be distributed inside the cabinet when signs of rats are present.
 - c) Herbicide (Round Up, Finale or an approved alternate) shall be applied to the area that extends approximately 12" around the cabinet base and foot pad. Herbicide shall also be applied between the control box and footpad. This is to be performed on cabinets that are located where the lawn does not appear to be maintained on a regular basis.
 - d) A weed eater should be used in an area extending 36" minimum from the cabinet base, foot pads, sign posts/poles and pushbuttons when grass is over 6" tall.
 - e) Trim/cut all grass, brush and limbs that obstruct or interfere with pedestrian heads, flasher heads, cabinet doors and/or pushbuttons within a 10' (ten foot) radius.
 - f) All burnt or damaged signal head parts shall be replaced. All parts will be furnished by Gwinnett. g) Foot pads shall be raised, leveled and dirt and debris removed as needed. Any missing foot pads at signal locations shall be noted on form in remarks.
 - h) Remove and dispose of any debris on top of signal cabinet and base.
10. The contractor will provide the following: Cleaning supplies, herbicide, and ant killer.
11. Pay item 3-5: Video detection system maintenance – the following activities shall be performed:
- a) Video detection camera lenses shall be cleaned with water only or per manufacturer specifications.
 - b) The camera mounting hardware shall be checked for proper fit to the camera and the pole/mast arm. Any wear should be noted on the inspection report.
 - c) Check all cable connectors on the camera and in the cabinet.
 - d) After cleaning, the video outputs in the cabinet shall be checked to ensure the video detector setup has not been altered.
12. Pay item 3-6: Radar detection system maintenance – activities shall be performed per the manufacturer's specifications.
13. Contractor supervisor shall personally perform aerial spot inspections and confirm satisfactory performance.
14. Prior to leaving each location, the person performing the work shall complete a report form documenting the quantity and types of LED modules installed and services provided. The completed form for each intersection shall be turned into Gwinnett County DOT. An example of the form is in Appendix A – Maintenance Forms.
15. The following information will be indicated and recorded on the maintenance form and the Cabinet Log:
- a) missing footpads for control boxes
 - b) control box grounding system resistance without disconnecting the grounding electrode from the cabinet using a clamp-on tester.
 - c) number and size of cabinet filters
16. Pay items 3-7 through 3-8. Overhead sign maintenance.
- a) As part of the annual maintenance, we will be replacing some overhead signs. This includes overhead street name signs (Pay Items 3-7 and 3-8) as well as regulatory signs (typically 24"x36") (Pay Item 3-8.) This includes installation on both span-wire installation and mast arms.
 - b) Signs and brackets will be provided by Gwinnett County.
 - c) Pay item 3-8 includes the installation of the new overhead street name sign. It also includes removal and disposal of any old street name signs. With the new overhead street name signs including the Gwinnett County logo and its associated additional length, this may require shifting traffic signal heads.
 - d) Pay item 3-8 considers installation of a single sign of approximately 24" x 36" dimensions. Sign and bracket will be provided by Gwinnett County.
 - e) Signs will be expected to be installed within 30 calendar days of notifying the contractor that they are ready to be picked up.

17. Pay item 3-9. Conflict monitor replacement.
 - a) As part of the annual maintenance, we will be replacing some conflict monitors.
 - b) Replacement unit price should include appropriate traffic control.
 - c) Monitors that are part of the maintenance program will be provided by Gwinnett County.
18. Pay item 3-10. In-cabinet BBS installation.
 - a) As part of the annual maintenance, we will be installing some in-cabinet battery backup systems.
 - b) Installation should be per manufacturer specifications.
 - c) Installation unit price should include appropriate traffic control.
 - d) BBS that are part of the maintenance program will be provided by Gwinnett County.
19. Pay item 3-11. External BBS installation.
 - a) As part of the annual maintenance, we will be installing some external battery backup systems.
 - b) Installation should be per manufacturer specifications.
 - c) Installation unit price should include appropriate traffic control.
 - d) BBS that are part of the maintenance program will be provided by Gwinnett County.
 - e) This work is intended for completion inside an existing external BBS cabinet. No new base and external cabinet should be installed as part of this pay item, but all other devices inside the cabinet and necessary setup.

I. **Section 4 – Traffic Signal Installation**

This section involves the complete installation/rebuild of traffic signals or other control devices and any modifications or repairs at existing installations. Specifications for the work under this section may be described in one of the other following Sections: Pole Installation and Removal or Detector Loop Installation.

The contractor awarded this section will be considered as the first option to assist the County to complete work orders initially assigned under other Sections. In the event that the selected contractor on the Pole section and/or Loop section is unable to perform work in a timely manner, those work orders will be reassigned. Those work orders could include emergency pole installations with the expectation that the contractor will meet the requirements defined for Pole Installation and Removal. The surcharge for emergency work will be allowed.

1. All material to perform signal installations will be provided by the contractor, unless specified by the Traffic Signal and ATMS Engineer.
2. Contractor will be furnished with a traffic signal design and a list of any material to be provided by the County. Adequate lead-time to order the necessary materials to complete the installation will be provided.
3. Prior to ordering materials, contractor shall provide an estimate of the proposed expenditures, vehicles at stated hourly rate; materials at cost plus a markup for handling; labor and equipment at the stated hourly rate. Estimate shall be approved by the Traffic Signal and ATMS Engineer before placing materials order.
4. Method of payment shall be as follows: Labor and equipment will be paid by the hourly rates established in the bid schedule. Any equipment not covered under the hourly rates will be paid at the Blue Book Rental Rate. Material not supplied by Gwinnett County will be provided at cost plus the markup percentage on your bid schedule.
5. Contractor shall submit 3 copies of equipment and material specifications to Gwinnett County DOT for review and approval by the Traffic Signal and ATMS Engineer.
6. Contractor shall submit daily an itemized list per location of material, labor and equipment used and work completed. Additional substantiation shall be submitted upon request.
7. Poles shall be erected or guyed to provide a plumb position when all signal equipment has been installed. Curved washers or other hardware conforming to the shape of the pole shall be used on both sides of bolt through timber and concrete poles.
8. Signal support span shall be attached to maintain a signal height of 17 to 19 feet from top of pavement to the bottom of the signal head. Sight level shall be used where necessary to properly determine attachment

height. Junctions of 3 or more span wires shall be made with a galvanized "bull" ring. Support span and messenger strand shall extend 2' past termination to facilitate bonding connection between wires.

9. Dead end wraps only shall be used for support span and messenger strand connections to poles or "bull" rings.
10. Lashing wire only shall be used to attach cables to support span and messenger strand.
11. Signal head cable splices shall be made inside signal head. Wire entrances shall face the same direction per approach. The cable jacket shall extend 4" into the wire entrance of the signal head. A 12" diameter loop with approximately 4' of signal cable shall be provided at each signal. Cable shall pass down from wire entrance before entering loop to prevent water from dripping into wire entrance.
12. Connections in signal heads and control box shall be made with insulated spade terminals crimped with Klein 1006 or equivalent tool. Tug on wires to check crimp terminals for good mechanical connection. Connections below ground level shall be watertight. Contractor shall furnish as-built drawing of cable runs with color code listings.
13. Traffic signals that are installed but not in use shall be bagged to clearly indicate that they are not in operation. Traffic signals shall be positioned in symmetry with the exit lanes of the intersection, unless otherwise directed. Signals shall be balanced and aimed at a point upstream from the stopline corresponding to the posted speed limit: 25 mph - 175', 30 mph - 250', 35 mph - 325', 40 mph - 400', 45 mph - 475', 50 mph - 550', 55 mph - 625'.
14. Power Service entrance to control box shall be in separate 1" conduit. Power service weatherhead shall be placed within 12" below neutral on a joint use pole; other weatherheads at height of messenger strand. All conduits should be attached to backside of pole to minimize conspicuousness and maintain neat appearance. Minimum spacing for conduit clamps: 1" conduit - 3', 2" conduit - 5', 3" conduit - 6'.
15. Power service disconnects shall be installed on the cabinet corner.
16. Control box shall be attached via #6 solid copper wire to an 8' driven ground rod system. As many rods as necessary will be installed to achieve a 10 ohm to ground resistance reading using a AEMC 3711 ground tester or equivalent. No rods shall be under the cabinet base or footpad and shall not be installed closer than 10' to any pole ground or other grounding system. All poles shall be attached via #6 solid copper wire to an 8' ground rod. All ground rods shall be driven 6" below ground level and all wires will be connected to ground rods using a ground rod clamp or welded connection.
17. Pole mounted control boxes shall be securely attached to pole with top of cabinet 6-1/2' above ground. All conduit entrance shall be from bottom of box. LB or similar conduit fitting shall be used to connect conduit run to pole to provide neat appearance and secure attachment. LB fitting shall be installed horizontally with PVC box adapter so that LB fitting is flush against bottom of box. Conduit shall not be installed directly from cabinet to ground. Contractor shall level ground and install a precast foot pad 3" in front of the cabinet. The foot pad shall be approximately the width of the cabinet and be made of quartzite type material.
18. Base mounted control boxes shall be installed on a precast base embedded 12" deep. Base shall be level. Care should be taken that all required conduit is capped and in place, including stubs for future use. Separate conduit shall be provided for ground wire. Contractor shall level ground and install a precast footpad directly in front and in back of all traffic signal and battery backup cabinet installations. All foot pads shall be approximately the width of the cabinet base and shall be made of quartzite type material. There shall be 18" of gravel below cabinet base and 6" around the outside.
19. A battery base mount extension will be installed for all battery backup cabinets, with prefabricated controller bases.
20. There will be a 30 day burn in period after completion of the signal. A retainage of no greater than five percent (5%) of the total installation cost will be held until burn in period has been completed.

J. Section 5 - ATMS/ITS Installation, Maintenance and Repair**1. Summary**

- a) This section covers work related to the complete installation, maintenance, and repair of ATMS/ITS components.
 - i. Installation includes, but is not limited to CCTV cameras, network electronics and fiber optic cables.
 - ii. Preventative maintenance activities include cleaning ATMS/ITS Hub cabinets, CCTVs and CCTV cabinets and ensuring all components are in working order at existing installations.
 - iii. Repair activities include troubleshooting and repair of existing installations.
- b) Specifications for the work under this section may be described in one of the other following categories: Pole Installation and Removal, Traffic Signal Maintenance or Traffic Signal Installation.

2. Emergency Work

- a) Contractor will be required to furnish emergency fiber optic cable repair services as part of this section.
- b) Contractor shall have one (1) certified fiber splicer and equipment available at all times for emergency work.
- c) Contractor shall arrive at the job site within two (2) hours the initial contact by Gwinnett County DOT staff.
- d) In the event that there is a known deficiency in providing such contact and response, contractor shall set up alternative means, with approval of Gwinnett County DOT staff, to fulfill this requirement.

Ability to meet the required response times will be a determining factor in award of this section.

3. Bid Schedule Item Details**5.1. Install CCTV System**

- a) The bid unit rate shall include the following components:
 - i. Installation of all CCTV System components, including Cat 6 shielded cable up to 100 feet, on existing infrastructure.
 - ii. All labor and miscellaneous equipment necessary to perform the work and provide an operational CCTV camera system.
- b) The County shall provide the following components:
 - i. POE HD CCTV
 - ii. POE injector
 - iii. Cat 6 shielded cable
 - iv. CCTV mounting bracket
- c) Other requirements/information:
 - i. Upon request, Contractor shall submit 1 electronic copy and 1 hard copy of equipment and material specifications to Gwinnett County DOT for review and approval by the ATMS/TCC Engineer.
 - ii. Line item does not include installation of special mounting bracket (luminaire, J-hook, etc.)

5.2. Replace CCTV Camera

- a) The bid unit rate shall include the following components:
 - i. Removal of existing CCTV camera, and installation of new CCTV camera.
 - ii. Disposal of removed equipment, unless otherwise specified in the work order.
 - iii. All labor and miscellaneous equipment necessary to perform the work and provide an operational CCTV camera.
- b) The County shall provide the following components:
 - i. POE HD CCTV
 - ii. POE injector
- c) Other requirements/information:
 - i. Upon request, Contractor shall submit 1 electronic copy and 1 hard copy of equipment and material specifications to Gwinnett County DOT for review and approval by the ATMS/TCC Engineer.
 - ii. Line item does not include installation of special mounting bracket (luminaire, J-hook, etc.)

5.3. Maintenance of CCTV System With Camera Cabinet

- a) The bid unit rate shall include the following components:
 - i. Labor to perform maintenance activities of CCTV System and associated camera cabinet, as listed

- on the Gwinnett County CCTV Maintenance Form (see Appendix A.)
- ii. Materials (equipment, supplies, cleaner, filters, tape used to seal cabinet filters, cabinet light bulbs, etc.) needed to complete the maintenance activities.
- iii. Electronic submittal of completed CCTV Maintenance Forms.
- b) The County shall provide the following components:
 - i. Electronic files (pdf format) or paper copies of CCTV Maintenance Forms, one per camera.
 - ii. Replacement CCTV dome, cabinet fan, and graffiti remover.
 - iii. Verification of operation at the completion of each camera and cabinet maintenance.
- c) Other requirements/information:
 - i. Contractor shall immediately notify Gwinnett County DOT of any observed problems with the operation of the CCTV system or any deficiencies requiring immediate attention.
 - ii. CCTV systems may be given as one group of approximately 350 locations encompassing all areas of Gwinnett County. The total number of cameras will increase during the term of this contract. The timeframe for camera maintenance to be completed shall be as follows:
Total number of cameras divided by 20 = total number of weeks allowed.
 - iii. Obtain approval of the following materials prior to starting maintenance activities:
 - Cleaner used on domes.
 - Cabinet filters.
 - Tape used to seal cabinet filters.
 - Cabinet light bulbs.
 - iv. Prior to leaving each location, complete the CCTV Maintenance Form, documenting the services provided.
 - v. Contractor supervisor shall personally perform cabinet and aerial spot inspections and confirm satisfactory performance.

5.4. Maintenance of CCTV System Without Camera Cabinet

- a) The bid unit rate shall include the following components:
 - i. Labor to perform maintenance activities of CCTV System, as listed on the Gwinnett County CCTV Maintenance Form (see Appendix A.)
 - ii. Materials (equipment, supplies, cleaners, etc.) needed to complete the maintenance activities.
 - iii. Electronic submittal of completed CCTV Maintenance Forms.
- b) The County shall provide the following components:
 - i. Electronic files (pdf format) or paper copies of CCTV Maintenance Forms, one per camera.
 - ii. Replacement CCTV dome.
 - iii. Verification of operation at the completion of each camera maintenance.
- c) Other requirements/information:
 - i. Contractor shall immediately notify Gwinnett County DOT of any observed problems with the operation of the CCTV system or any deficiencies requiring immediate attention.
 - ii. CCTV systems may be given as one group. See Item 5-3.
 - iii. Obtain approval of the following material prior to starting maintenance activities:
 - Cleaner used on domes.
 - iv. Prior to leaving each location, complete the CCTV Maintenance Form, documenting the services provided.
 - v. Contractor supervisor shall personally perform aerial spot inspections and confirm satisfactory performance.

5.5. Maintenance of ATMS Hub Cabinet

- a) The bid unit rate shall include the following components:
 - i. Labor to perform maintenance activities of the ATMS Hub Cabinet, as listed on the Gwinnett County CCTV Maintenance Form (see Appendix A.)
 - ii. Materials (equipment, supplies, filters, tape used to seal cabinet filters, cabinet light bulbs, etc.) needed to complete the maintenance activities.
 - iii. Electronic access smart key.
 - iv. Electronic submittal of completed ATMS Hub Cabinet Maintenance Forms.
- b) The County shall provide the following components:
 - i. Electronic files (pdf format) or paper copies of ATMS Hub Cabinet Maintenance Forms, one per ATMS Hub.
 - ii. Replacement cabinet fan, and graffiti remover.

- iii. Verification of operation at the completion of each cabinet maintenance.
- c) Other requirements/information:
 - i. Contractor shall immediately notify Gwinnett County DOT of any observed problems with the operation or any deficiencies requiring immediate attention.
 - ii. ATMS Hub Cabinets will be given as one group of approximately 35 locations encompassing all areas of Gwinnett County. The total number of Hub Cabinets will increase during the term of this contract. The timeframe for ATMS Hub Cabinet maintenance will be defined in the work order.
 - iii. Obtain approval of the following materials prior to starting maintenance activities:
 - Cabinet filters.
 - Tape used to seal cabinet filters.
 - Cabinet light bulbs.
 - iv. Prior to leaving each location, complete the ATMS Hub Cabinet Maintenance Form, documenting the services provided.
 - v. Contractor supervisor shall personally perform cabinet spot inspections and confirm satisfactory performance.

5-6. Furnish and Install Fiber Patch Panel, Wall Mount, 12 Port:

- a) The bid unit rate shall include the following components.
 - i. Fiber Patch Panel (FPP) wall mount box.
 - ii. Bulkhead (LC/UPC) with fiber interconnect cable.
 - iii. Splicing of the fiber interconnect cable to the fiber optic cable.
 - iv. Testing of each termination.
 - v. All labor and miscellaneous equipment necessary to perform the work and provide an operational FPP.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification 935 and applicable Gwinnett County DOT special provision.

5-7. Fusion Splice:

- a) The bid unit rate shall include the following components.
 - i. Fiber splice.
 - ii. Testing of the Fiber Splice.
 - iii. All labor and miscellaneous equipment necessary to perform the work and provide an operational Fiber Connection.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification 935 and applicable Gwinnett County DOT special provision.

5-8. Mobilization for Fusion Splice – Underground Cable:

- a) The bid unit rate shall include the following components:
 - i. Any equipment or vehicle needed to access the splice enclosure.
- b) This bid item may be used with the following restrictions:
 - i. For a trip made specifically to perform primarily Fiber Splices.
 - ii. Once per splice location.

5-9. Mobilization for Fusion Splice – Existing Aerial Cable:

- a) The bid unit rate shall include the following components:
 - i. Any equipment or vehicle needed to access the existing splice enclosure.
 - ii. Lowering and rehang of the existing splice enclosure.
- b) This bid item may be used with the following restrictions:
 - i. Once per existing splice location.
 - ii. This line item is not applicable with placement of new cable.

5-10. Furnish and Install Tracer Wire:

- a) The bid unit rate shall include the following components.
 - i. Tracer Wire.
 - ii. Testing of the Tracer Wire.

- iii. All labor and miscellaneous equipment necessary to perform the work and provide an operational Tracer Wire.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. For existing conduit only.
 - ii. All components shall be per GDOT standard specification 682 and applicable Gwinnett County DOT special provision.

5-11. Mobilization for Tracer Wire Installation:

- a) The bid unit rate shall include the following components.
 - i. Any equipment or vehicle needed to access the conduit path.
- b) This bid item may be used with the following restrictions.
 - i. For a trip made specifically to perform primarily Tracer Wire Installation.
 - ii. Once per day.

5-12. Furnish and Install Pull Box, PB-7 (Split Lid):

- a) The bid unit rate shall include the following components.
 - i. Type 7 pull box with split lid labeled Gwinnett DOT.
 - ii. Removal of existing pull box, if needed.
 - iii. Rerouting of existing conduit into new pull box, as appropriate.
 - iv. All labor and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification 682 and applicable Gwinnett County DOT special provision.
 - ii. Box shall be level and 1" above ground or flush with concrete surface.

5-13. Furnish and Install 2" Rigid Riser:

- a) The bid unit rate shall include the following components:
 - i. 2" Rigid Riser conduit (above grade), 30'.
 - ii. 2" Rigid Riser conduit (below grade), 6.5'.
 - iii. Attachment materials.
 - iv. Weather head.
 - v. All labor and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification 682 and applicable Gwinnett County DOT special provision.

5-14 through 5-16. Directional Bore, 1-2", 2- 2", 3- 1¼", HPDE:

- a) The bid unit rate shall include the following components:
 - i. Conduit.
 - ii. Pull tape in every conduit.
 - iii. Tracer wire in at least 1 conduit.
 - iv. Mobilization.
 - v. All labor and miscellaneous equipment necessary to perform the work and provide a continuous conduit system.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. Conduit installation, including encasement and boring, shall be performed per GDOT specification 682 and applicable Gwinnett County DOT special provision, except as modified herein.
 - ii. Any hand trench locations (like at couplings) shall be backfilled and compacted to original compaction and the surface dressed to the condition of the original landscaping. Trench shall not be backfilled until it is inspected by Gwinnett County DOT.

5-17 through 5-21. Furnish and Install UNDERGROUND

OSP Fiber Optic Cable, Drop or Loose Tube, SM, Any Size Fiber:

- a) The bid unit rate shall include the following components:
 - i. Fiber cable.

- ii. Fiber identification tags/wraps.
- iii. All labor and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification 935 and applicable Gwinnett County DOT special provision.
 - ii. Contractor shall run cables in unbroken runs, unless otherwise indicated by Gwinnett County DOT. All breaks in the cable must be specifically approved by the ATMS/ITS Engineer. Cables that are incorrectly cut shall be replaced at contractor's expense, including cost of cables.
 - iii. Cable shall be secured against damage or theft until installation is completed. Vehicles shall not be permitted to run over cable. Cable ends shall be sealed against moisture infiltration. Damaged or lost cables shall be replaced at the contractor's expense.

5-22 through 5-26. Furnish and Install AERIAL

OSP Fiber Optic Cable, Drop or Loose Tube, SM, Any Size Fiber:

- a) The bid unit rate shall include the following components.
 - i. Fiber cable.
 - ii. Fiber identification tags/wraps.
 - iii. All labor, vehicles, and miscellaneous equipment necessary to perform the work, including any raising and lowering of aerial splice enclosures.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification 935 and applicable Gwinnett County DOT special provision.
 - ii. Contractor shall run cables in unbroken runs, unless otherwise indicated by Gwinnett County DOT. All breaks in the cable must be specifically approved by the ATMS/ITS Engineer. Cables that are incorrectly cut shall be replaced at contractor's expense, including cost of cables.
 - iii. Cable shall be secured against damage or theft until installation is completed. Vehicles shall not be permitted to run over cable. Cable ends shall be sealed against moisture infiltration. Damaged or lost cables shall be replaced at the contractor's expense.

5-27 and 5-28. Furnish and Install UNDERGROUND, AERIAL Shielded CAT6 Cable:

- a) The bid unit rate shall include the following components.
 - i. Outdoor rated, shielded CAT6 cable.
 - ii. Appropriate RJ45 connectors.
 - iii. All labor, vehicles, and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specifications and applicable Gwinnett County DOT special provisions.

5-29. Furnish and Install ¼" Strand:

- a) The bid unit rate shall include the following components.
 - i. ¼" Strand.
 - ii. Appropriate attachments for wood poles.
 - iii. All labor, vehicles, and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specifications and applicable Gwinnett County DOT special provisions.
 - ii. Materials for attachments to poles other than wood, may be charged under the materials line items.

5-30 and 5-31. Remove Abandoned UNDERGROUND, AERIAL Communication Cables:

- a) The bid unit rate shall include the following components.
 - i. Removal of communications cable (fiber or copper) and other associated unused equipment (splice enclosures, etc.)
 - ii. Disposal of cables and equipment, unless otherwise directed.
 - iii. Installation of duct plugs for any conduit that has no communication cables as a result of the removal.

- iii. All labor, vehicles, and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components: N/A.
- c) Other requirements/information:
 - i. Must keep all existing communications intact.

5-32. Traffic Control:

- a) The bid unit rate shall include the following components.
 - i. Creation of TIR and any other required permits, if possible. Otherwise provide required information to the county.
 - ii. All labor and miscellaneous equipment necessary to perform the work.
- b) The County shall provide the following components:
 - i. The County shall submit TIR to the state.
- c) Other requirements/information:
 - i. All components shall be per GDOT standard specification and applicable Gwinnett County DOT special provision.

4. ATMS Troubleshooting and Repair

This section involves the diagnosing, troubleshooting and repair of malfunctions or failures in the County's ATMS network. This includes but is not limited to CCTV systems, camera lowering systems, field switches and fiber optic cables. The Contractor will provide all materials to perform and complete the tasks as described.

- a) Contractor will be furnished with a scope of work by the County. Adequate lead-time to order the necessary equipment to complete the work will be provided. Prior to ordering any equipment contractor shall provide an estimate of the proposed expenditures, vehicles at stated hourly rate; materials and other equipment at cost plus a markup for handling; labor at the stated hourly rate. Estimate shall be approved by the ATMS/ITS Engineer before placing equipment order or beginning work.
- b) The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.
- c) Method of payment shall be as follows: Items in the Bid schedule will be paid at the bid unit rate. Labor and equipment outside the Bid schedule will be paid by the hourly rates established in the bid schedule. Any equipment not covered under the hourly rates will be paid at the Blue Book Rental Rate. Material not supplied by Gwinnett County or outside the Bid schedule will be provided at cost plus the markup percentage on your bid schedule.
- d) Contractor shall daily submit an itemized list per location of material labor and equipment used and work completed. Additional substantiation shall be submitted upon request.



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 Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

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

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



CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

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

Title of Authorized Officer or Agent of Contractor	(seal)

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

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

**APPLICATION FOR QUALIFICATION
TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE (SECTIONS 1-4)**

Each bidder shall fully, completely, and accurately complete and submit an Application for Qualification with their bid package and shall furnish other additional information the County may require. Each bidder must complete all sections of the Application and provide all documents/information requested in duplicate with bid. Incomplete applications may result in rejection of bid. In determining the Contractor's qualifications, the following factors will be considered:

The Contractor:

- a. has previously completed work of like nature,
- b. maintains a permanent place of business,
- c. has adequate equipment and personnel to do the work properly and expeditiously,
- d. has the financial resources to meet all obligations incident to this work,
- e. has the appropriate technical experience.

INSTRUCTIONS:

All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled with the section, name, item number and page number. If additional space is needed, additional pages may be attached and clearly labeled with the section, name, item number and page number.

1. Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Location Address: _____

City: _____ State _____ Zip: _____

Telephone: _____ Fax: _____

2. Company is: Sole Proprietorship _____ Corporation _____ Partnership

Company is licensed to conduct business in the State of Georgia: yes _____ no _____

State of Georgia Utility Contractors License Number _____

B. Current President or Chief Executive Officer: _____

Years in this position: _____

C. How many years has company been in continuous business: _____

D. Number of Permanent Employees: _____

Names of Full Time Employees: _____

Names of Part Time Employees: _____

Company Name _____

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

E. Information on other Principals/Officers and the length of time with the company:

Name	Title	Years

*Indicate those authorized to sign contracts.

F. Supervisory/Foreman Information:

Name	Title	Years

G. Equipment Inventory

Major and specialized equipment available for service you are bidding: (attach computer inventory listing if available), Attach additional sheets if necessary. NOTE: Company should own aerial equipment with a working height of fifty (50) feet for "Traffic Signal Installation".

Company Owned Equipment	Model	# of Units

Leased Equipment	Model	# of Units

State maximum lifting capacity of boom (12,000 lb. min. required) _____

H. Complete the following list for each sub-contractor normally used for the service you are providing:

Sub-Contractor	Type of Work

Company Name _____

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

I. IMPORTANT REQUIRED INFORMATION

To be attached to completed application:

- Biographical/Experience summary for each of the company’s principals, supervisors, and foreman.
- Include any certification employees possess (IMSA, Work Zone Safety, Flagging, etc.)
- Experiences/References; list a minimum of three traffic signal installation and maintenance services projects completed by your firm in the last three (3) years. Projects should include minimal pre-qualification requirements and be equal to work proposed under this bid. Describe projects in terms of degree of difficulty, traffic control requirements, problems encountered, similarities with proposed bid projects, etc., indicate experience with type 170 vs NEMA equipment, etc. or any pertinent information that might be used to evaluate your request for pre-qualification.

1. Project Name _____

Location _____

Project Owner _____

Contact Person _____

Phone # _____

Project Engineer _____

Contact Person _____

Phone # _____

E-Mail Address _____

Contract Bid Amount \$ _____ Final Contract Amount \$ _____

Completion days Contract _____ Actual _____ Date project completed _____

Project description _____

Company Name _____

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

2. Project Name _____

Location _____

Project Owner _____

Contact Person _____

Phone # _____

Project Engineer _____

Contact Person _____

Phone # _____

E-Mail Address _____

Contract Bid Amount \$ _____ Final Contract Amount \$ _____

Completion days Contract _____ Actual _____ Date project completed _____

Project description _____

Company Name _____

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

3. Project Name _____

Location _____

Project Owner _____

Contact Person _____

Phone # _____

Project Engineer _____

Contact Person _____

Phone # _____

E-Mail Address _____

Contract Bid Amount \$ _____ Final Contract Amount \$ _____

Completion days Contract _____ Actual _____ Date project completed _____

Project description _____

COMMENTS

List any additional information that you believe would assist Gwinnett County in evaluating the possibility of using the Contractor for these services.

List or attach any other information which you feel is pertinent to this application but which was not requested above such as Letter of Recommendations from Engineers, Cities or Counties for which the above listed projects were completed, etc.

Company Name _____

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

**APPLICATION FOR QUALIFICATION
ITS INSTALLATION, MAINTENANCE AND REPAIR (SECTION 5)**

Each bidder shall fully, completely, and accurately complete and submit an Application for Qualification with their bid package and shall furnish other additional information the County may require. Each bidder must complete all sections of the Application and provide all documents/information requested in duplicate with bid. Incomplete applications may result in rejection of bid. In determining the Contractor's qualifications, the following factors will be considered:

The Contractor:

- f. has previously completed work of like nature,
- g. maintains a permanent place of business,
- h. has adequate equipment and personnel to do the work properly and expeditiously,
- i. has the financial resources to meet all obligations incident to this work,
- j. has the appropriate technical experience.

INSTRUCTIONS:

All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled with the section, name, item number and page number. If additional space is needed, additional pages may be attached and clearly labeled with the section, name, item number and page number.

1. Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Location Address: _____

City: _____ State _____ Zip: _____

Telephone: _____ Fax: _____

2. Company is: Sole Proprietorship____Corporation____Partnership

Company is licensed to conduct business in the State of Georgia: yes ___ no ___

State of Georgia Utility Contractors License Number _____

E. Current President or Chief Executive Officer: _____

Years in this position: _____

F. How many years has company been in continuous business: _____

G. Number of Permanent Employees: _____

Names of Full Time Employees: _____

Names of Part Time Employees: _____

Company Name _____

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

E. Information on other Principals/Officers and the length of time with the company:

Name	Title	Years

*Indicate those authorized to sign contracts.

F. Supervisory/Foreman Information:

Name	Title	Years

G. Equipment Inventory

Major and specialized equipment available for service you are bidding: (attach computer inventory listing if available), Attach additional sheets if necessary. NOTE: Company should own aerial equipment with a working height of fifty (50) feet for "ITS Installation, Maintenance and Repair".

Company Owned Equipment	Model	# of Units

Leased Equipment	Model	# of Units

State maximum lifting capacity of boom (12,000 lb. min. required) _____

H. Complete the following list for each sub-contractor normally used for the service you are providing:

Sub-Contractor	Type of Work

Company Name _____

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

I. IMPORTANT REQUIRED INFORMATION

To be attached to completed application:

- Biographical/Experience summary for each of the company’s principals, supervisors, and foreman.
- Include any certification employees possess (IMSA, Work Zone Safety, Flagging, Fiber splicing and testing etc.)
- Experiences/References; list a minimum of three ITS or ATMS installation and/or maintenance services projects completed by your firm in the last two (2) years. Projects should include minimal pre-qualification requirements and be equal to work proposed under this bid. Describe projects in terms of degree of difficulty, traffic control requirements, problems encountered, similarities with proposed bid projects, etc., indicate experience with ITS equipment, etc. or any pertinent information that might be used to evaluate your request for pre-qualification.

1. Project Name _____

Location _____

Project Owner _____

Contact Person _____

Phone # _____

Project Engineer _____

Contact Person _____

Phone # _____

E-Mail Address _____

Contract Bid Amount \$ _____ Final Contract Amount \$ _____

Completion days Contract _____ Actual _____ Date project completed _____

Project description _____

Company Name _____

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

2. Project Name _____

Location _____

Project Owner _____

Contact Person _____

Phone # _____

Project Engineer _____

Contact Person _____

Phone # _____

E-Mail Address _____

Contract Bid Amount \$ _____ Final Contract Amount \$ _____

Completion days Contract _____ Actual _____ Date project completed _____

Project description _____

Company Name _____

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

3. Project Name _____

Location _____

Project Owner _____

Contact Person _____

Phone # _____

Project Engineer _____

Contact Person _____

Phone # _____

E-Mail Address _____

Contract Bid Amount \$ _____ Final Contract Amount \$ _____

Completion days Contract _____ Actual _____ Date project completed _____

Project description _____

COMMENTS

List any additional information that you believe would assist Gwinnett County in evaluating the possibility of using the Contractor for these services.

List or attach any other information which you feel is pertinent to this application but which was not requested above such as Letter of Recommendations from Engineers, Cities or Counties for which the above listed projects were completed, etc.

Company Name _____

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

SECTION 1 - POLE INSTALLATION

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY (EACH)	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1-1.	6	Install timber pole	\$	\$
1-2.	6	Install & provide guy anchor	\$	\$
1-3.	4	Remove timber pole	\$	\$
1-4.	4	Install basic anchor base pole foundation	\$	\$
1-5.	10	Adder per foot additional foundation depth	\$	\$
1-6.	8	Install pole shaft or mast arm pole on anchor base foundation	\$	\$
1-7.	12	Install reinforced concrete backfill embedded pole	\$	\$
1-8.	4	Remove anchor base pole shaft or mast arm pole	\$	\$
1-9.	4	Remove mast arm	\$	\$
1-10.	2	Remove anchor base foundation (typically 3 ft depth)	\$	\$
1-11.	20	Install street light/screw-in foundation for pedestal pole	\$	\$
1-12.	4	Remove street light/screw-in foundation for pedestal pole	\$	\$
1-13.	2	Remove reinforced concrete backfill embedded pole foundation (typically 3 ft depth)	\$	\$
1-14.	4	Remove reinforced concrete backfill embedded pole foundation (typically 3 ft depth)	\$	\$
1-15.	15	Installation of Type 2 pull box	\$	\$
1-16.	8	Installation of Type 3 pull box	\$	\$
1-17.	8	Installation of Type 4 pull box	\$	\$
1-18.	8	Installation of Type 5 pull box	\$	\$
1-19.	8	Installation of Type 5S pull box	\$	\$
1-20.	8	Installation of Type 6 pull box	\$	\$
1-21.	8	Installation of Type 7 pull box	\$	\$
1-22.	5	Installation of traffic signal cabinet preformed base	\$	\$
SECTION 1 TOTAL				\$

The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

Company Name _____

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

SECTION 1 - POLE INSTALLATION (Continued)

1-23. State hourly charge for equipment usage not covered by above unit prices:			
a. Aerial Bucket Truck	\$	k. Boring Machine	\$
b. Pickup Truck	\$	l. Digger/Derrick Truck	\$
c. Line Truck	\$	m. Crane	\$
d. Mini Excavator	\$	n. Auger/Boom Truck	\$
e. Utility Trailer	\$	o. Message Board	\$
f. Pole Trailer	\$	p. Dump Truck	\$
g. Backhoe	\$	q. Unloader	\$
h. Air Compressor	\$	r. Utility Service Truck	\$
i. Loop Trailer	\$	s. Dump Trailer	\$
j. Concrete Saw	\$	t. Other	\$
1-24. State hourly charge for labor not covered by above unit prices:			
a. Foreman	\$	d. Equipment Operator	\$
b. Electrician	\$	e. Other	\$
c. Electrician's helper	\$		
State percentage markup above cost for materials (not to exceed 7%):		%	
Please estimate your emergency response time not to exceed 2 hours			
1-25. Directional Boring (per foot) (HDPE conduit)			
a. 1 - 2" HDPE	\$	b. 2 - 2" HDPE	\$
		c. 3 - 2" HDPE	\$
1-26. Traffic Control			
a. Minimum 4 Hours	\$	d. Each additional hour	\$
1-27. State hourly rate for blasting when required			\$
1-28. Surcharge for emergency work per order			\$

Not all the equipment above is required for this section.

Company Name _____

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

SECTION 2 - DETECTOR LOOP AND BURIED CABLE INSTALLATION

ITEM #	APPROX. ANNUAL QUANTITY (EACH)	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2-1.	100	Install 6' x 40' Quadrapole loop	\$	\$
2-2.	10	Install 6' x 20' Quadrapole loop	\$	\$
2-3.	5	Install 6' x 20' Dipole loop	\$	\$
2-4.	100	Install 6' x 6' standard setback loop	\$	\$
2-5.	1,000	Adder per additional loop wire installation per foot to termination point	\$	\$
2-6.	200	Loop cable in 1" PVC conduit	\$	\$
2-7.	100	Loop cable in 2" PVC conduit	\$	\$
2-8.	75	Loop cable in 2" rigid conduit	\$	\$
2-9.	25	Adder for hand trenching	\$	\$
2-10.	25	Adder for open cut installation and encasement in street	\$	\$
2-11.	75	Loop cable in bored installation of 1 - 2" rigid or HDPE conduit (include conduit)	\$	\$
2-12.	50	Loop cable in bored installation of 1 - 3" rigid or HDPE conduit (include conduit)	\$	\$
2-13.	15	Installation of Type 2 pull box	\$	\$
2-14.	8	Installation of Type 3 pull box	\$	\$
2-15.	8	Installation of Type 4 pull box	\$	\$
2-16.	8	Installation of Type 5 pull box	\$	\$
2-17.	8	Installation of Type 5S pull box	\$	\$
2-18.	8	Installation of Type 6 pull box	\$	\$
2-19.	8	Installation of Type 7 pull box	\$	\$
2-20.	4,000	Adder per additional loop cable installed in conduit	\$	\$
2-21.	2,000	Adder per additional 2-wire loop lead-in installed in saw cut	\$	\$
SECTION 2 TOTAL			\$	\$

The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

Company Name _____

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

SECTION 2 - DETECTOR LOOP AND BURIED CABLE INSTALLATION (Continued)

2-22. State hourly charge for equipment usage not covered by above unit prices:			
a. Aerial Bucket Truck	\$	j. Concrete Saw	\$
b. Pickup Truck	\$	k. Boring Machine	\$
c. Line Truck	\$	l. Digger/Derrick Truck	\$
d. Trencher	\$	m. Crane	\$
e. Utility Trailer	\$	n. Auger/Boom Truck	\$
f. Pole Trailer	\$	o. Message Board	\$
g. Backhoe	\$	p. Dump Truck	\$
h. Air compressor	\$	q. Unloader	\$
i. Loop Trailer	\$	r. Other	\$
2-23. State hourly charge for labor not covered by above unit prices:			
a. Foreman	\$	d. Equipment Operator	\$
b. Electrician	\$	e. Other	\$
c. Electrician's helper	\$		
2-24. Surcharge for emergency work per order			\$

Not all the equipment above is required for this section.

Company Name _____

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

Section 3 - Traffic Signal Maintenance

BID SCHEDULE

ITEM #	APPROX. ANNUAL QUANTITY (EACH)	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3-1.	3800	Installation of LED Traffic Signal Module provided by Gwinnett County DOT	\$	\$
3-2.	600	Installation of LED Countdown Pedestrian Signal Module provided by Gwinnett County DOT	\$	\$
3-3.	750	Traffic Signal Control Box Maintenance	\$	\$
3-4.	400	Battery Cabinet Maintenance	\$	\$
3-5.	200	Video Detection System Maintenance	\$	\$
3-6.	200	Radar Detection System Maintenance	\$	\$
3-7.	200	Install overhead street name sign	\$	\$
3-8.	100	Install overhead sign (typically 24" x 36")	\$	\$
3-9.	250	Replace conflict monitor	\$	\$
3-10.	25	Install in-cabinet BBS	\$	\$
3-11.	25	Install externally mounted BBS	\$	\$
SECTION 3 TOTAL				\$

The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

Company Name _____

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

Section 4 - Traffic Signal Installation

4-1. State hourly charge for equipment usage:			
a. Aerial Bucket Truck	\$	k. Boring Machine	\$
b. Pickup Truck	\$	l. Digger/Derrick Truck	\$
c. Line Truck	\$	m. Crane	\$
d. Mini Excavator	\$	n. Auger/Boom Truck	\$
e. Utility Trailer	\$	o. Message Board	\$
f. Pole Trailer	\$	p. Dump Truck	\$
g. Backhoe	\$	q. Unloader	\$
h. Air compressor	\$	r. Utility Service Truck	\$
i. Loop Trailer	\$	s. Dump Trailer	\$
j. Concrete Saw	\$	t. Other	\$
4-2. State hourly charge for labor:			
a. Foreman	\$	d. Equipment Operator	\$
b. Electrician	\$	e. Other	\$
c. Electrician's helper	\$		
State percentage markup above cost for materials (not to exceed 7%):		%	
Please estimate your emergency response time not to exceed 2 hours			
4-3 Surcharge for emergency work per order		\$	
4-4. Directional Boring (per foot) (HDPE conduit)			
a. 1 - 2" HDPE	\$	b. 2 - 2" HDPE	\$
		c. 3 - 2" HDPE	\$
4-4. Traffic Control			
a. Minimum 4 Hours	\$	d. Each additional hour	\$
Section 4 Total			\$

Company Name _____

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

Section 5 - ATMS Installation, Maintenance and Repair

BID SCHEDULE

ITEM #	APPROX. ANNUAL QTY		DESCRIPTION	UNIT PRICE	TOTAL PRICE
5-1	15	EA	Install CCTV System		
5-2	20	EA	Replace CCTV Camera		
5-3	150	EA	Maintenance of CCTV System With Camera Cabinet		
5-4	200	EA	Maintenance of CCTV System Without Camera Cabinet		
5-5	35	EA	Maintenance of ATMS Hub Cabinet		
5-6	5	EA	Furnish and Install Fiber Patch Panel, Wall Mount, 12 Port		
5-7	500	EA	Fusion Splice		
5-8	15	EA	Mobilization for Fusion Splice – Underground Cable		
5-9	15	EA	Mobilization for Fusion Splice – Existing Aerial Cable		
5-10	3000	LF	Furnish and Install Tracer Wire		
5-11	5	EA	Mobilization for Tracer Wire Installation		
5-12	8	EA	Furnish and Install Pull Box, PB-7 (Split Lid)		
5-13	100	LF	Furnish and Install 2" Rigid Riser		
5-14	150	LF	Directional Bore, 1- 2" HPDE		
5-15	3000	LF	Directional Bore, 2- 2" HPDE		
5-16	1000	LF	Directional Bore, 3- 1 ¼ " HPDE		
5-17	500	LF	Furnish and Install UNDERGROUND OSP Fiber Optic Cable, Drop, SM, 12 Fiber		
5-18	4000	LF	Furnish and Install UNDERGROUND OSP Fiber Optic Cable, Loose Tube, SM, 24 or 48 Fiber		
5-19	2000	LF	Furnish and Install UNDERGROUND OSP Fiber Optic Cable, Loose Tube, SM, 72 or 96 Fiber		
5-20	1000	LF	Furnish and Install UNDERGROUND OSP Fiber Optic Cable, Loose Tube, SM, 144 Fiber		
5-21	1000	LF	Furnish and Install UNDERGROUND OSP Fiber Optic Cable, Loose Tube, SM, 288 Fiber		
5-22	500	LF	Furnish and Install AERIAL OSP Fiber Optic Cable, Drop, SM, 12 Fiber		
5-23	1000	LF	Furnish and Install AERIAL OSP Fiber Optic Cable, Loose Tube, SM, 24 or 48 Fiber		
5-24	3000	LF	Furnish and Install AERIAL OSP Fiber Optic Cable, Loose Tube, SM, 72 or 96 Fiber		
5-25	500	LF	Furnish and Install AERIAL OSP Fiber Optic Cable, Loose Tube, SM, 144 Fiber		
5-26	500	LF	Furnish and Install AERIAL OSP Fiber Optic Cable, Loose Tube, SM, 288 Fiber		

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

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5-27	400 LF	Furnish and Install UNDERGROUND Shielded CAT6 Cable		
5-28	400 LF	Furnish and Install AERIAL Shielded CAT6 Cable		
5-29	500 LF	Furnish and Install 1/4" Strand		
5-30	800 LF	Remove Abandoned UNDERGROUND Communication Cables		
5-31	300 LF	Remove Abandoned AERIAL Communication Cables		
Section 5 Total			\$	

The above bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

5-32. Traffic Control	
a. Minimum 4 Hours	\$
b. Per Hour	\$
5-33. Surcharge for emergency work per order	
	\$
5-34. Percentage markup above cost for materials <i>(not to exceed 10%):</i>	%
Please estimate your emergency response time not to exceed 2 hours	

SECTION 1 TOTAL	\$
SECTION 2 TOTAL	\$
SECTION 3 TOTAL	\$
SECTION 4 TOTAL	\$
SECTION 5 TOTAL	\$
BID TOTAL	\$

Company Name _____

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

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to start January 1, 2026 or upon award.

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

Option 1: _____ Increase / Decrease (circle one)

Option 2: _____ Increase / Decrease (circle one)

Option 3: _____ Increase / Decrease (circle one)

Option 4: _____ Increase / Decrease (circle one)

Certification of Non-Collusion in Bid Preparation _____
Signature Date

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

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

Email Address _____

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

GWINNETT COUNTY, GEORGIA
LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name _____

SAMPLE ANNUAL SERVICE PROVIDER CONTRACT**BL132-25, Traffic Signal and Intelligent Transportation System (ITS) Demand Services on an Annual Contract**

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

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

1. TERM:

This contract shall commence _____, for a one-year period with four (4) options to renew for an additional one-year period.

2. ATTACHMENTS:

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

3. PERFORMANCE:

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

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

10. WAIVER:

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

11. SEVERABILITY:

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

12. GOVERNING LAW:

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

13. MERGER CLAUSE:

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

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

By: _____

ATTEST:

APPROVED AS TO FORM:

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

**GENERAL CONDITIONS
FOR GWINNETT COUNTY CONSTRUCTION CONTRACTS**

GC-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

GC-2 CONTRACT DOCUMENTS

This agreement consists of Gwinnett County's request for proposals, instructions to bidders, Contractor's proposal, construction contract, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

GC-3 DEFINITIONS

The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Engineer and issued by the County for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

County - Gwinnett County, Georgia, a political subdivision of the State of Georgia, acting by and through the Chairman of its Board of Commissioners.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the County to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

Substantial Completion - the date certified by the engineer when all or a part of the work, identified in the engineer's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to ensure a functional and complete facility.

GC-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

GC-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the engineer any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the engineer that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the County, has properly stopped the effected work until instructed to proceed, and has otherwise followed the instructions of the engineer, the Contractor shall not be liable to the County for any

damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

GC-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or engineer shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents.

GC-7 APPLICABLE LAW

All applicable State laws, County ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

GC-8 PERMITS & LICENSES

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

GC-9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying.

GC-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

GC-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

GC-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be measured and certified by the Engineer.

GC-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

GC-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

GC-15 INDEMNIFICATION

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

GC-16 SUPERVISION OF WORK

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the engineer. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

GC-17 RESPONSIBILITY FOR WORK

The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the engineer, including inspections, tests or approvals required or performed pursuant to this agreement.

GC-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall be responsible to the County for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement. All areas within the limits of the Project which are determined by the Engineer to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be responsibility of the Contractor to correct and repair. This is not a payment item and shall be done without additional compensation.

GC-19 PAYMENT FOR LABOR AND MATERIALS

Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

GC-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The engineer may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the engineer to be incompetent.

GC-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours, except upon the engineer's prior written consent to other work hours.

GC-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions, which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with

the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

GC-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire.

GC-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

(1) Upon personal delivery to the Contractor, its authorized representative, or the engineer on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

(2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the County, or the engineer. For purposes of mailed notices, the County's mailing address shall be 75 Langley Drive, Lawrenceville, Georgia 30046. The Contractor's mailing address shall be the address stated in its proposal, and the engineer's mailing address shall be its address listed in the Notice to Begin Work.

GC-25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

GC-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. §25-9-1 through §25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

GC-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. §46-3-30 through §46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

GC-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. §34-1-1 and agrees to comply with said provisions.

GC-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

GC-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

GC-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the engineer for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

GC-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the County or the engineer to commence and continue correction of such default or neglect with diligence and promptness, the County or the engineer may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

GC-33 NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

GC-34 CONTRACTOR'S WARRANTY

If within one year after the date of substantial completion and final acceptance of the work by the County, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the County to do so. This obligation shall survive both final payment for the work and termination of the contract.

GC-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

GC-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

GC-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the County, or the engineer, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County or engineer to stop work shall not give rise to any duty on the part of the County or the engineer to execute this right for the benefit of the Contractor or for any other person or entity.

GC-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect,

or violation with diligence and promptness, the County may, after ten days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

GC-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

GC-40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the County terminates this agreement for the convenience of the County, the County shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the County, the County shall pay the Contractor the following amounts determined by the engineer:

- A. An amount for supplies, services, or property accepted by the County for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and
- B. The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
 - (2) The costs of settling and paying claims arising pursuant to the termination of the work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A)); and
 - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

GC-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the County, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts

payable to the Contractor the fair value, as determined by the engineer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

GC-42 COST TO CURE

If the County terminates the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the engineer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

GC-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

GC-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the engineer, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the engineer, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the engineer, to the extent the engineer may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the County, in the manner, at the times, and to the extent, if any, directed by the engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - (a) The fabricated or unfabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - (b) The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the engineer, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the engineer may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

GC-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

GC-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the engineer to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

GC-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs reimbursable to the Contractor.

GC-48 TERMINATION FOR CONVENIENCE - DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The County or the engineer may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or engineer in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the engineer in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the engineer within ten days after the termination of such suspension, delay or interruption.

GC-49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the County. The Contractor shall diligently prosecute the work to completion within the time specified, therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to ensure completion of the work within the specified time. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work.

GC-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

GC-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or

unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

GC-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the County with the engineer.

GC-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the engineer that there was greater than normal inclement weather considering the full term of the contract using a ten year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefor.

GC-54 NOTICE OF DELAY

The Contractor shall not receive an extension of time unless a notice of a claim is filed with the County and the engineer within ten days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed with the engineer and the County within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim, which it may have for an extension of time pursuant to this agreement.

GC-55 NOTICE OF DELAY - CONTENTS

The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

GC-56 PROGRESS OF WORK

To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the engineer, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

GC-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County or engineer that the Contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified. In such event, the County shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

GC-58 SET-OFFS

Any monies due to the County pursuant to the acceleration provisions of this agreement may be deducted by the County against monies due from the County to the Contractor.

GC-59 ACCELERATION - REMEDIES

The remedies of the County concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

GC-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

GC-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

GC-62 ENGINEER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the engineer unless the requirement therefor is waived in writing. The engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

GC-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources, which are currently manufacturing such materials, except as otherwise specifically approved by the engineer.

GC-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

GC-65 PAYROLL REPORTS

The Contractor shall be required to furnish weekly payroll reports to the engineer certifying conformance with the wage rates listed in the specifications.

GC-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the engineer in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the engineer, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other employee in charge of the work shall be an authorized representative of the Contractor.

GC-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award work to any subcontractor without the prior written consent of the County. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

GC-68 INSPECTION BY ENGINEERS

All work pursuant to this agreement shall be subject to inspection by the engineer for conformity with contract drawings and specifications. The Contractor shall give the engineer reasonable advance notice of operations requiring special inspection of a portion of the work.

GC-69 WORK COVERED PRIOR TO ENGINEER'S INSPECTION

In the event that work is covered or completed without the approval of the engineer, and such approval is required by the specifications or required in advance by the engineer, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

GC-70 ENGINEER'S AUTHORITY

The engineer shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the work. Any oral decision or instruction of the engineer shall be confirmed in writing. All communications between the County and the Contractor shall be made through the engineer. The Contractor shall submit to the engineer a complete schedule of values of various portions of the work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

GC-71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the engineer's approval, on County forms, of the total amount of value of work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

GC-72 PROGRESS PAYMENTS

Upon completion of each monthly estimate of work performed and materials furnished, the engineer shall recommend payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and all liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. No progress estimate or payment need be made when, in the engineer's judgment, the increment in the estimated value of work performed and materials furnished since the preceding estimate is less than \$10,000.

GC-73 TIME OF PAYMENT

When the contractor has performed in accordance with the provisions of this Agreement, Gwinnett County shall pay to the contractor, within 30 days of receipt by the County of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this Agreement, if any. In the event that Gwinnett County fails to pay the contractor within 60 days of the County's receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the County's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

GC-74 RETAINAGE

Until the payment for Substantial Completion, the County shall withhold retainage in the amount of five percent (5%) from each progress payment. When Substantial Completion is achieved, retainage shall be paid to Contractor with the final payment in accordance with the terms of Section GC-82.

GC-75 PAYMENT OF SUBCONTRACTORSGC-75.1 GENERAL

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall

also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

GC-75.2 SUBCONTRACTOR RETAINAGE RELEASE

Upon request by Contractor, the County may, in its sole discretion, permit an amount equal to the retainage associated with a subcontractor's work to be released from the retainage held by the County upon completion of the subcontractor's work. To request subcontractor retainage release, Contractor shall submit a written request to the County that (a) certifies the subcontractor's work is complete and specifies the amount of retainage withheld by Contractor, (b) contains a release of all claims by the subcontractor, and (c) is executed by the Contractor, subcontractor, and, if required by the County, the engineer.

GC-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the engineer shall have any obligation to pay any subcontractor except as otherwise required by law.

GC-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

GC-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

GC-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

GC-80 RIGHT TO WITHHOLD PAYMENT

The engineer may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

GC-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the engineer shall inspect the work and determine whether the work is substantially complete. If the work is substantially complete, the engineer shall issue a certificate of substantial completion of the work which shall establish the date of substantial completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

GC-82 FINAL PAYMENT

GC-82.1 GENERAL

Upon Substantial Completion of the work and upon application by the Contractor and approval by the engineer, the County shall make payment reflecting adjustments and retainage for the work as provided in this agreement.

GC-82.2 AMOUNT TO BE WITHHELD

Upon receipt of an application for final payment, the engineer shall designate amounts to be withheld from the payment for incomplete work and/or defective work to be remedied. The amounts withheld shall equal 200 percent

of the value of each item of incomplete work and defective work to be remedied. Such amount shall be withheld until completion and remediation of such work.

GC-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

GC-84 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial completion and except for the retainage sums due at final acceptance. Following the engineer's issuance of the certificate of substantial completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the engineer a written notice that the work is ready for final inspection and acceptance and shall also forward to the engineer a final application for payment. When the engineer finds the work acceptable and determines that the contract has been fully performed, the engineer shall issue a certificate for payment which shall approve final payment to the Contractor.

GC-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the engineer:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the County or engineer establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or engineer, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

GC-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and that the contract is to be performed in Gwinnett County, Georgia. Each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Gwinnett Superior Court.

GC-87 CHANGES AND EXTRA WORK

GC-87.1 AUTHORITY FOR CHANGES

The County may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract.

C-87.2 CHANGE ORDERS

Without invalidating the Contract, the County may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work related to the original scope of the Work. Change Orders will authorize these. Upon receipt of the Change Order, Contractor shall promptly proceed with the work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the Change Order increases the contract price, the penal amount of the

Payment and Performance Bonds shall be increased as provided for in Section GC-15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

GC-87.3 WRITTEN NOTICE

The County may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The County may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the County notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Contract Price or Time. The County shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the County determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the County's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

GC-87.4 EXTRA WORK

Extra work consists of new and unforeseen work determined by the County not to be covered by any of the various items for which there is a bid price or by combination of such items.

GC-87.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by County to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

GC-88 CHANGE ORDERS

GC-88.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the County and approved by County. Change Orders will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the County determines that a change requiring additional work will cause delay in completion of Work, he will grant an equitable time extension for the changed work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-88.2 METHODS OF PAYMENT

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to County, as determined by the County:

- A. Where the work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.

- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.
- C. On the basis of the actual cost of the work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account work. Contractor's fee for force account work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined hereinafter.

GC-88.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

GC-88.4 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the County or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

GC-88.5 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

GC-88.6 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

GC-89 FORCE ACCOUNT WORK

Force account work is an Owner-defined emergency, a sudden or unforeseen failure or malfunction of an existing system, which results in the Contractor being obligated to respond to the site of the emergency as Owner-directed. Contractor may perform work on a force account basis and will be paid for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account work as more particularly described below:

- A. Labor: All labor shall be billed at the hourly rates specified in the bid. Regular rates will apply during normal business hours, defined as Monday through Friday, 7a.m.–5p.m. Overtime rates will apply during non-normal business hours. If premium rates apply, then overtime rates shall be defined as Monday through Friday, 5p.m.–8p.m. Accordingly, premium rates, if applicable, shall be defined as Monday through Saturday, 8p.m.–7a.m., all hours on Sundays and all County recognized holidays. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the County. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

- B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.
- C. Materials: For materials accepted by the County and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the County before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

- D. Equipment: Contractor will be paid for the use of Contractor owned or rented equipment at seventy percent (70%) of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the force account work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the County, shall be at the rate of fifty percent (50%) of the hourly rate for equipment in use eight (8) hours per day. No payment of rentals for standby equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the County for its use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Equipment operators will be paid for as stipulated herein.

The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the force account work being performed. The time shall include the time required to move the equipment to the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work. Compensation will not be allowed while equipment is inoperative due to breakdown.

For the use of equipment moved in on the work and used exclusively for work paid for on a force account basis, providing the County has agreed to said move, Contractor will be paid the equipment use rates provided for in this clause, for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment, all in accordance with the following provisions:

1. The cost of transporting equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service commission.
 2. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account work, shall include each day that the equipment is at the site of the force account work, excluding Saturdays and Sundays and other legal holidays unless the force account work is performed on such days, and shall terminate at the end of the day on which the County instructs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the equipment is in operation for a longer time.
- E. Subcontract Work: Where the Change Order applies to work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be

granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or materials. The County reserves to right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar work is not being performed at the Work site, and if required by County, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the County. Selection of the Subcontractor shall be subject to the approval of the County.

- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.
- G. Statements: No payment will be made for work performed on a force account basis until Contractor furnishes the County itemized statements of the cost of such force account work detailed as to the following:
1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.
 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
 3. Materials - quantities of supplies and materials, prices, including transportation cost and extensions.
 4. Bonds and insurance premiums.
 5. Subcontract work - force account detail as above, or progress quantities and prices of unit price or lump sum subcontracts.
 6. Payments for items under paragraphs (a) to (f) inclusive shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.
- H. If, in the County's opinion, Contractor or any of his subcontractors, in performing force account work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the County, the County may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the County may independently determine the reasonable cost of the work and the Contractor will be entitled only to the reasonable cost so estimated by the County.

GC-90 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the County, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause GC-88, Change Orders.

GC-91 CHANGED CONDITIONS

Contractor shall notify the County in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or
- B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The County will promptly investigate conditions of which it is so notified or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the County determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

INDEX

<u>SUBJECT</u>	<u>PARAGRAPH</u>
Acceleration	51, 58, 59
Assignment	13
Changes and Extra Work	87, 88, 90, 91
Clean Site	29
Codes	4, 26, 27, 28
Commencement of Work	49
Contract Documents	2, 5, 6
Contractor's Representative	66
Defective Work	31, 32, 37
Definitions	3
Engineer's Authority	17, 70
Extension of Time	52, 53, 54, 55
Familiarity with Site	1, 22
Final Payment	82, 84, 85
Force Account Work	89
Inclement Weather	53
Indemnification	15
Inspections	23, 61, 62, 68, 69
Jurisdiction	7, 86
New Materials	33, 60, 63, 64
Notices	24
Payment	12, 72, 73, 75, 78, 79, 80, 82
Payment of Subcontractors	75, 76
Payroll Reports	65
Permits	8
Progress Payments	71, 72, 73, 77
Progress of Work	56, 57
Protection of Work	30, 64
Records Inspection	45
Retainage	11, 74
Safety	25
Service of Process	14
Stop Work Order	37
Subcontractors	67, 76
Substantial Completion	81, 84
Supervision of Work	16, 18, 20, 66
Taxes	9, 10
Termination for Cause	38, 42, 43, 44, 46, 47
Termination for Convenience	39, 40, 41, 48
Time of the Essence	50
Warranties	33, 34, 35, 36, 83

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

Gwinnett County Board of Commissioners
(Name of Obligee)

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

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

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

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

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

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

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

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(Address)

(SEAL)

(Witness as to Surety)

(Address)

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

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



MINOR CONSTRUCTION INSURANCE REQUIREMENTS (FOR PROJECTS LESS THAN \$5,000,000)

Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor’s/Vendor’s Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.
- Primary and Non-Contributory Endorsement to be specified in writing
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident	\$1,000,000
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- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker's Compensation & Employer's Liability Coverage to include:

Workers Compensation Employers Liability	Georgia State Statutory Limits
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (Higher limits may be required depending on the extent of contract):Contract Sums:

Contracts up to \$999,999 Each Occurrence and Aggregate Limit	\$1,000,000
Contracts from \$1,000,000 to \$1,999,999 Each Occurrence and Aggregate Limit	\$3,000,000
Contracts from \$2,000,000 to \$4,999,999 Each Occurrence and Aggregate Limit	\$5,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder's Risk Insurance or Installation Floater Insurance (with the exception for work where the County secures project Builders Risk)

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company

licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the performance of Contractor's work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions): Applies if contract is for professional services such as architects and engineers, geotechnical investigation and reporting, environmental assessment, land surveying, or construction administrative services such as material testing. Professional services also include accountants, lawyers, doctors, computer and software engineers, and any other services the County may designate. The following Professional Errors and Omissions Liability Insurance shall meet or exceed the following minimum requirements:

The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

- Claim/Wrongful Act: \$1,000,000 limit of insurance
- General Aggregate: \$2,000,000 limit of insurance
- Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."
- In the event that any professional liability insurance required by this Contract is written on a claims- made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage).

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.

- Gwinnett County Board of Commissioners shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance: Applies if any work to be performed involves the use of any owned, leased, chartered or hired crane of any type:

Occurrence Limit	\$5,000,000
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- Evidence of coverage in the form of a Certificate of Insurance shall be provided to the County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering, or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care.

Crime or Fidelity Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data including but not limited to personally identifiable, health, or payment card data or the related hosting of database(s) or internet site(s):

Limit of Insurance	\$1,000,000
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- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor's supervision or control.
- Contractor shall be liable for money, securities, or other property of the County.
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance:

Limit of Insurance per Claim	\$1,000,000
Aggregate Limit	\$1,000,000

The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of, Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
 - If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
 - The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.
- B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Aviation (if applicable) and Crane policies.
- C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- D. Certificate Holder should read:
 Gwinnett County Board of Commissioners
 75 Langley Drive
 Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-8 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-8 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non- admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non- resident.
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- H. 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.
- I. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the County.
- J. 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.
- K. 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.

- L. The Contractor and its insurer(s) 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.
- M. 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.
- N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the Contractor or its insurer relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. 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.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

Gwinnett County Board of Commissioners
(Name of Obligee)

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

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

_____ Dollars

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

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

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

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

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

(Signatures Next Page)

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____

(Attorney-in-Fact)

(Address)

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

Gwinnett County Board of Commissioners
(Name of Obligee)

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

hereinafter called Obligee;

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

_____ Dollars

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

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

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

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

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

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

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

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

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

[Signatures Next Page]

(Principal)

(Principal Secretary)

By:

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

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

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

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

BL132-25

Buyer Initials: MM

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

Do not offer this product or service; remove us from your bidder's list for this item only.

Specifications too "tight"; geared toward one brand or manufacturer only.

Specifications are unclear.

Unable to meet specifications

Unable to meet bond requirements

Unable to meet insurance requirements

Our schedule would not permit us to perform.

Insufficient time to respond.

Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

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

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

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

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery

or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the

next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

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

County should be directed to Susan Canon, ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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