



January 30, 2026

## INVITATION TO BID BL009-26

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase of Replacement Check Valves for the F. Wayne Hill Water Resources Center.**

### **Bid Submittal Date and Location:**

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Sealed Bids will be received until **2:50 P.M. local time on April 17, 2026**, at the Gwinnett County Financial Services - Purchasing Division – 4th Floor Charlotte J. Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. **NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED. ALL BIDS MUST BE SUBMITTED AT THIS LOCATION.**

Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. The bid opening will be virtual ONLY. To access the bid opening virtually, visit the following link

<https://gwinnettgov.webex.com/gwinnettgov/j.php?MTID=m62b390d0e65dc63a6ad84975ec7fd586>

or dial **1-408-418-9388**, and enter Conference ID **2333 916 6645**. Apparent bid results will be available the following business day on our website [www.GwinnettCounty.com](http://www.GwinnettCounty.com).

### **Pre-bid Date and Location:**

A pre-bid conference is scheduled for 10:00 A.M. on **March 26, 2026**, at the F. Wayne Hill Water Resources Conference Room located at 1500 One Water Way, Buford, GA 30519. All suppliers are urged to attend.

### **Pre-Bid Substitutions:**

Submit requests to include products of Manufacturer's not listed as approved Manufacturers in Section 01 3300 "Submittal Procedures" to Purchasing **no later than the date of the pre-bid conference, March 26, 2026**. Provide all the information required for a substitution including but not limited to technical data sheets, proof of valves performance in wastewater treatment environment, and any other documentation to show equivalence. Gwinnett County Purchasing will issue Addenda as appropriate if any of the proposed substitutions to the Manufacturer's list are accepted or denied. A Bid submitted with manufacturers not included in the manufacturers list, except as modified by Addenda, will be considered nonresponsive.

### **Instruction on Submitting Questions:**

Questions regarding bids should be directed to Anna West, Purchasing Associate II, at [Anna.West@GwinnettCounty.com](mailto:Anna.West@GwinnettCounty.com) or by calling 770-822-7862, **no later than 3:00 P.M. on April 7, 2026**. Bids are legal and binding upon the vendor when submitted. All bids should be submitted in duplicate.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-7 or higher.

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



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

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

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

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

Anna West  
Purchasing Associate II

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

Bid Schedule, Pages 3-4  
References, Page 5  
Contractor Affidavit and Agreement, Page 6  
Code of Ethics, Page 7

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

**BID SCHEDULE**

Delivery will be F.O.B. Destination, freight pre-paid and allowed to: F. Wayne Hill Water Resources, 1500 One Water Way, Buford, GA 30519

ITEM #	DESCRIPTION	QTY	MANUF. & NO	DELIVERY A.R.O	UNIT PRICE	TOTAL PRICE
1.	12" Lever and Weight Valve, per Specifications Location: Return Activated Sludge Pump Station 1	5 EA			\$	\$
2.	20" Lever and Weight Valve, per Specifications Location: Return Activated Sludge Pump Station 2	3 EA			\$	\$
3.	20" Lever and Weight Valve, per specifications Location: Return Activated Sludge Pump Station 3	3 EA			\$	\$
4.	20" Bottom-Mounted or Oil Cushion Valve, per Specifications Location: Equalization Pump Station	4 EA			\$	\$
5.	24" Bottom-Mounted or Oil Cushion Valve, per Specifications Location: Back Wash Storage	2 EA			\$	\$
6.	30" Bottom-Mounted or Oil Cushion Valve, per Specifications Location: Back Wash Storage	2 EA			\$	\$
<b>TOTAL</b>						<b>\$</b>

**Notes:**

1. The unit price **MUST** include ALL charges, including but not limited to delivery and start-up services.
2. Reminder to include the Manufacturer/Product Number and the Delivery A.R.O (time to receive the product after receiving the purchase order).
3. Gwinnett County reserves the right to award to the lowest responsive and responsible bidder either by line item or the overall low bidder.

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

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

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

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

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 Vendors" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the fee 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 Vendors.

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

Telephone Number \_\_\_\_\_ E-mail address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ E-mail address \_\_\_\_\_

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

### REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Solicitation Name & No. BL009-26, Purchase of Replacement Check Valves at F. Wayne Hill Water Resources Center**

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

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

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

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

\* 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).

**For Gwinnett County Use Only:**

**Document ID #** \_\_\_\_\_

**Issue Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_



**Bid # & Description** BL009-26, Purchase of Replacement Check Valves at F. Wayne Hill Water Resources Center

## CODE OF ETHICS AFFIDAVIT

**PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.**

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

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

2. Please select one of the following:
- ☐ No information to disclose (*complete only section 4 below*)
  - ☐ Disclosed information below (*complete section 3 & section 4 below*)

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

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

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

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

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

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

(seal)

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



## VENDOR INSURANCE REQUIREMENTS

### 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 Certificates 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 the certificate(s). Upon request, the County will be provided 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
- 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	Georgia State Statutory Limits
Employers Liability	
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
Contracts Over \$5,000,000 Each Occurrence and Aggregate Limit	\$10,000,000

- 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.
- 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 shall be Additional Insureds.
- 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.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Cyber Liability 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 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.

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 the 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.

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

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 and Umbrella Liability 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-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 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, if applicable.
- 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 compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor shall state that it is 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. The Contractor agrees that if for any reason a 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 is 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 the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and 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 Contractors' 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.

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

## BL009-26

### Buyer Initials: AW

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

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

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

\_\_\_ Specifications are unclear.

\_\_\_ Unable to meet specifications

\_\_\_ Unable to meet bond requirements

\_\_\_ Unable to meet insurance requirements

\_\_\_ Our schedule would not permit us to perform.

\_\_\_ Insufficient time to respond.

\_\_\_ Other

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

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

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

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

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

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

**I. PREPARATION OF SUBMITTAL**

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

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

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

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

#### IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

#### V. WITHDRAWAL DUE TO ERRORS

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

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

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

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

#### **VI. TESTING AND INSPECTION**

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

#### **VII. F.O.B. POINT**

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

#### **VIII. PATENT INDEMNITY**

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

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

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

**X. DISCOUNTS**

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

**XI. AWARD**

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

## **XII. DELIVERY FAILURES**

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

## **XIII. COUNTY FURNISHED PROPERTY**

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

## **XIV. REJECTION OF SUBMITTALS**

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

## **XV. CONTRACT**

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

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

An  
y Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction

or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

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

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

**XVI. NON-COLLUSION**

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

**XVII. DEFAULT**

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

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

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

**XXII. PENDING LITIGATION**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

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

**XXV. AMERICANS WITH DISABILITIES ACT**

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

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

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

**XXVII. TAX LIABILITY**

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

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

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

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

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

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

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's

instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

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

**XXXII. INDEMNIFICATION**

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

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

**XXXIII. CODE OF ETHICS**

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

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

**XXXIV. ELECTRONIC PAYMENT**

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

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

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

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

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. **The Purchasing Division is located on the fourth floor of the Charlotte J. Nash Building. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED.**

**GWINNETT COUNTY DWR  
PURCHASE OF REPLACEMENT CHECK VALVES FOR  
THE F. WAYNE HILL WATER RESOURCES CENTER  
DWR PROJECT #: M01272.105  
BID #: BL009-26**



**Gwinnett**

**VOLUME 2 of 2  
TECHNICAL SPECIFICATIONS**

Prepared By:



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Purchasing Contact:  
Anna West  
Purchasing Associate II  
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Lawrenceville, GA 30046  
(770) 822-7862

January 2026  
GS Project No. 45483.29.FWH.060

**VOLUME 2**  
**TECHNICAL SPECIFICATIONS**

Gwinnett County DWR  
Purchase of Replacement Check Valves for the  
F. Wayne Hill Water Resources Center  
DWR Project #: M01272.105  
Bid #: BL009-26  
Gresham Smith Project No.: 45483.29.FWH.060

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**DIVISION 00 – PROCUREMENT AND CONTRACT DOCUMENTS**

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01 3300	Submittal Procedures
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**DIVISION 40 – PROCESS INTEGRATION**

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40 0565.23	Swing Check Valves
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**EXHIBITS**

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Exhibit A	Record Drawings
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**END OF TABLE OF CONTENTS**

ISSUED	DATE
ISSUED FOR BID	1.7.2026

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**END OF SECTION**

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## SECTION 01 1000 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project description.
  - 2. Contractor's use of Site.
  - 3. Project Newforma InfoExchange.

#### 1.2 PROJECT DESCRIPTION

- A. Contractor to furnish 19 (nineteen) DeZurik, Valmatic, or approved equal swing check valves.
  - 1. Contractor to ensure that the valves are provided with all necessary equipment and material to be installed by Others.
  - 2. Contractor to ensure new valves will fit the existing pipe manifolds without requiring any modifications. .
- B. Contractor to ensure shipping and delivery of valves to the job site. Off-loading and storage will be performed by Others.
- C. Contractor to hire the manufacturer, or manufacturer's representative to provide a CPI (Certificate of Proper Installation) to ensure each of the check valves have been installed and started up per manufacturer's recommendations.
  - 1. Installation of valves may happen in phases in order to not disrupt the Owner's operations.
  - 2. Startup of the valves may need to happen in multiple visits depending on the construction phasing.
- D. Project Location: 1500 One Water Way, Buford, GA 30519

#### 1.3 CONTRACTOR'S USE OF SITE

- A. Limit use of Site and premises to allow:
  - 1. Delivery of equipment.
  - 2. Installation inspection.
  - 3. Startup of equipment.
- B. General: Contractor shall have limited use of premises for delivery and startup operations, including use of Project site, during delivery and startup period. All use of the Project site shall be coordinated with Owner's Operations Staff and is limited by Owner's right to perform work or to retain other contractors on portions of the Project.
- C. Regular working hours may be Monday through Friday, excluding holidays, occurring between the hours of 7:00 AM and 4:00 PM, unless restricted otherwise. Contractor shall establish regular scheduled work times, e.g., five 8-hour days, within the hours and days allowed above. Approval for specific work outside regular scheduled work times shall be requested no less than 5 business days prior to the requested work period. Contractor shall request approval of changes in regular scheduled work times no less than one week prior to the desired change. Occasional unscheduled overtime on weekdays may be permitted provided reasonable notice is given to Owner and no inspections are required.

#### 1.4 PROJECT NEWFORMA INFOEXCHANGE

- A. Refer to Section 01 3300 – Submittal Procedures.

Gwinnett County DWR  
Purchase of Replacement Check Valves for the  
F. Wayne Hill Water Resources Center  
DWR Project #: M01272.105  
Bid #: BL009-26  
Gresham Smith Project No.: 45483.29.FWH.060

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PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

ISSUED	DATE
ISSUED FOR BID	1.7.2026

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END OF SECTION

## SECTION 01 3300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Owner's responsive action.
- B. Informational Submittals: Written information that does not require Owner's approval. Submittals may be rejected for not complying with requirements.

#### 1.3 SUBMITTAL PROCEDURES

- A. General: Electronic copies of base plans of the Contract Drawings for Contractor's use in preparing submittals will not be provided.
- B. Coordination: Coordinate preparation and processing of submittals with performance of contract activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's receipt of submittal.
  - 1. Initial Review: Allow 10 business days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. If resubmittal is necessary, process it in same manner as initial submittal.
  - 3. Allow 10 business days for processing each resubmittal.
  - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
  - 5. Submittals out of sequence from agreed upon schedule may result in back charges to the Contractor.
- D. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space on label or beside title block to record Contractor's review and approval markings.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name of manufacturer.
    - e. Unique identifier, including revision number.
    - f. Number and title of appropriate Specification Section.
    - g. Drawing number and detail references, as appropriate.
    - h. Other necessary identification.

- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals. Contractor shall denote ALL exceptions or deviations from the specification by citing the specification section and paragraph that is at issue.
- F. Copies: Unless additional copies are required for final submittal, and unless Owner observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Owner.
  - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner will return submittals, without review, received from sources other than Contractor.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of contract activities. Show distribution on transmittal forms.

## **PART 2 - PRODUCTS**

### **2.1 ACTION SUBMITTALS**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections. The Engineer will provide access to Newforma document management software without cost to Contractor. Contractor shall use the standard transmittal forms provided by the Engineer. Using e-mail or other proprietary software is not acceptable.
- B. Product Data: Collect information into a single submittal for each type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operating and maintenance manuals.
    - k. Compliance with recognized trade association standards.
    - l. Compliance with recognized testing agency standards.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.

- f. Shopwork manufacturing instructions.
  - g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
- 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

## **2.2 INFORMATIONAL SUBMITTALS**

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- E. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- F. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- G. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- H. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- I. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- J. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- K. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### **3.2 ENGINEER'S ACTION**

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
  1. Review of submittals by Engineer is only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  2. Review of submittals by Engineer is not for purpose of determining the accuracy and completeness of dimensions and quantities, or substantiating installation instructions.
- B. Re-submittal Review: Submittals marked as "Exceptions Noted – Resubmit" or "Resubmit" will be re-reviewed and stamped with an action stamp. Engineer will mark the stamp appropriately to indicate action taken. If the re-submittal is marked as "Exceptions Noted – Resubmit" or "Resubmit", the Owner will deduct the amount of the Engineer's compensation for subsequent re-submittal review from the final payment to the Contractor as provided on the Bid Form.
- C. Action Submittals: Owner will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. No Exceptions Taken: Where submittal is marked "No Exceptions Noted", the Work covered by the submittal may proceed provided it complies with the Contract Documents.
  2. Make Corrections Noted: Where submittal is marked "Make Corrections Noted", the Work covered by the submittal may proceed provided it complies with both Engineer's notations and corrections on the submittal and the Contract Documents.
  3. Revise and Resubmit: Where the submittal is marked "Revise and Resubmit", the Contractor may not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to Engineer's notations and corrections.
  4. Rejected: Where the submittal is marked "Rejected", the Contractor may not proceed with the Work covered by the submittal. Prepare a new submittal that complies with the Contract Documents.
  5. Reviewed for General Conformance Only: This response is for when the Engineer is a secondary reviewer to a third party, or Engineer's stamp will demonstrate the submittal was reviewed without providing direction to the submitting entity - because the primary reviewer makes the determination regarding the acceptance of that submittal. The language that would accompany this choice would

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be as follows: "Submittal was reviewed for general conformance to the project documents. Since Gresham Smith is a secondary reviewer to a subcontractor or third party, the acceptability of the submittal is determined by the Primary Reviewer, whose stamp also appears on the submittal. Based upon our review, we are returning this submittal [without comment]."

6. Submittal Not Reviewed: Where Gresham Smith receives an information submittal, or Gresham Smith receives a submittal we did not request, the Contractor is receiving no direction from Gresham Smith.
- D. Informational Submittals: Engineer will review each informational submittal and will not return it or may return it as a "Submittal Not Reviewed" as noted in the Section above or will return it with comments if it is non-responsive to requirements. Engineer has authority to designate portions of action submittals as informational.
- E. Partial submittals prepared for a portion of the Work will be reviewed only when use of partial submittals has received prior approval from Engineer.
- F. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- G. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

<b>ISSUED</b>	<b>DATE</b>
<b>ISSUED FOR BID</b>	<b>1.7.2026</b>

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**END OF SECTION**

Gwinnett County DWR  
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## SECTION 40 0565.23 – SWING CHECK VALVES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The work covered by this Section includes furnishing all materials, tools and equipment required to install, test and place into satisfactory operation valves shown on the valve schedule and Exhibit A and specified herein. Specific types of valves included in this Section are as follows:
  - 1. Swing Check Valves

#### 1.2 DEFINITIONS / STANDARDS

- A. Ensure products and installation of specified products are in conformance with recommendations and requirements of the following organizations and standards:
  - 1. ASTM A536 – Specifications for Ductile Iron Castings
  - 2. American Waterworks Association (AWWA)

#### 1.3 SUBMITTALS

- A. Product Data: For each type of valve indicated, include body, seat, and trim materials; design data; pressure and temperature classifications; end connections; arrangement; dimensions and required clearances. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.
- B. Shop Drawings:
  - 1. Complete dimensional drawings, including plan, elevation, sections, and details as necessary to completely and accurately depict the valves provided.
  - 2. Descriptive literature and catalog cut sheets.
  - 3. The Contractor must, in writing, call to the Engineer's attention any deviations that the submittal has from the requirements of the Contract Drawings and Specifications.
- C. Operation and Maintenance Data: Provide manufacturer's written instructions for the installation, operation, and maintenance for each valve type for inclusion in manuals.
- D. Valve Schedule: Provide a schedule of all valves indicating the service, size, connections, make, manufacturer, model number, and special features.

#### 1.4 QUALITY ASSURANCE

- A. Valves shall be the product of a reputable manufacturer whose personnel have been regularly engaged in the design and manufacture of such equipment. The manufacturer must be able to demonstrate experience with the design, fabrication, supply, and successful operation of valves of similar size and capacity. The manufacturer shall demonstrate upon the request of the Engineer that 1) they maintain a reasonable stock of spare parts and 2) they employ sufficient qualified technical personnel to ensure adequate servicing and operational control advice.
- B. All check valves shall be subjected to hydrostatic, shop leakage, and performance tests as specified in AWWA C508.
- C. Additional Submittals: The Contractor shall submit, upon request, any additional information that the Engineer may deem necessary to determine the ability of the proposed manufacturer to produce the specified equipment. See Section 01 3300 Submittal Procedures.

## **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect flanges, threads, grooves, and weld ends.
  - 3. Block check valves in either open or closed position.

## **1.6 WARRANTIES AND BONDS**

- A. The equipment manufacturer shall provide a warranty against defective equipment, workmanship and materials under normal use, operation and service. The equipment shall be warranted for a period of not less than two (2) years by the manufacturer.. The warranty term shall initiate after the startup of each valve indicated on the MCPI (Manufacturer's Certificate of Proper Installation). The warranty shall be in printed form and apply to all similar units.
- B. In the event a component fails to perform as specified or is proven defective in service during the warranty period, the Manufacturer shall repair or replace, at the Owner's discretion, such defective part. The Manufacturer shall further provide, without cost, such labor as may be required to replace, repair or modify such components during the warranty period.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. The Contractor shall furnish all valves indicated and required for proper operation of the equipment or services requiring such valves.
- B. Each valve body shall have flow direction arrows cast thereon.
- C. Surface preparation and coating of valves shall be as recommended by the manufacturer to protect against the effects of environmental exposure and the presence of wastewater.

### **2.2 SWING CHECK VALVES**

- A. General: Swing check valves shall be lever and weight, oil cushioned, or bottom-mounted buffered (according to valve schedule), Acrylonitrile-Butadiene Rubber seated check valves. The valves shall permit flow in one direction and close tightly, without slamming, when its discharge pressure exceeds its inlet pressure.
- B. Approved manufacturers of swing check valves are as follows:
  - 1. DeZurik / APCO Valve; CVS 6000
  - 2. Val-matic; Model 7800/7900
  - 3. Or approved equivalent.
- C. Unless otherwise specified or required, swing check valves shall be of the type specified herein.
- D. The swing check valve shall be installed on the discharge side of a pump with the flow direction (horizontal or vertically up) and shall function to prevent reverse flow back through the pump when the pump is not running. The valve shall be made to operate without slam.
- E. The hinge shaft shall be located completely above the waterway.

- F. The valve shall be tight-seating when closed, and when open provide full flow area through the valve equal to pipeline diameter. The seating shall be by a resilient field-replaceable ring on the valve disc contacting a stainless steel seat ring in the valve body.
- G. A lever and weight shall be provided to initiate valve closure. A closure buffer system shall be included with some valves as shown in the valve schedule.
- H. The valve body shall be of ductile iron, ASTM A536 with a ductile iron disc of similar material.
- I. The hinge shall be of stainless steel with the disc arm and counterweight arm keyed thereon. The body seat shall be 316 stainless steel. The counterweight arm may be of the manufacturer's standard construction.
- J. The hinge shaft packing gland shall be of the adjustable packing gland design employing a compression type packing. Simple O-ring shaft seals will not be accepted.
- K. The lay lengths of new valves must be less than or equal to the lay lengths of the existing valves.

### **2.3 VALVE SCHEDULE**

- A. The valves that shall be procured according to this specification are provided as Table 1 below.
  - 1. Table 1: Valve Schedule

Valve Location	Valve Size	Quantity	Closure Type
RAS PS 1	12"	5	Lever and Weight
RAS PS 2	20"	3	Lever and Weight
RAS PS 3	20"	3	Lever and Weight
EQ PUMP STATION	20"	4	Bottom-Mounted Buffer or Oil Cushion
BACKWASH STORAGE	24"	2	Bottom-Mounted Buffer or Oil Cushion
BACKWASH STORAGE	30"	2	Bottom-Mounted Buffer or Oil Cushion

## **PART 3 - EXECUTION**

### **3.1 FIELD TESTING**

- A. Definitions
  - 1. Field Quality Control: Term, as used in individual Specification sections, which refers to specified on site functional and performance testing of equipment.
  - 2. Functional Test: Test or tests in presence of Engineer and Owner to demonstrate that installed equipment meets manufacturer's installation, calibration, and adjustment requirements and other requirements as specified including, but not limited to, noise, vibration, alignment, speed, proper mechanical and electrical connections, thrust restraint, proper rotation and initial servicing.
  - 3. Performance Test: A test performed in presence of Engineer and Owner and after any required functional test, to demonstrate and confirm that individual equipment meets the performance requirements specified in individual Specification sections.
  - 4. Source Quality Control: Term, as used in individual Specification sections, which refers to specified testing performed on specified equipment at manufacturer's facility prior to shipment.
    - a. Written documentation, signed by Owner, of functional and performance test for each piece of equipment tested.
    - b. Certification of calibration for testing equipment.
- B. Contractor Startup Responsibilities

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**Bid #: BL009-26**  
**Gresham Smith Project No.: 45483.29.FWH.060**

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1. General: Demonstrate proper installation, adjustment, function, performance, and operation of equipment, systems, control devices, and required interfaces individually and in conjunction with process instrumentation and control system.
  2. Unless otherwise specified, the Contractor shall furnish all labor, materials, water, air, oil, power, fuel, chemicals, test equipment and other items required to conduct the field tests, including any retests.
  3. The cost of all field testing shall be included in the Contract Price and no separate payment will be made.
- C. Owner / Engineer Startup Responsibilities
1. General:
    - a. Review Contractor's test plan and schedule.
    - b. Witness each functional or performance test. Coordinate other plant operations, if necessary, to facilitate Contractor's tests.
  2. Startup Test Period:
    - a. Operate process units and devices, with support of Contractor.
    - b. Provide sampling, labor, and materials as required.
- D. Contractor's Testing and Startup Representative
1. Designate and furnish one or more Contractor's personnel to coordinate and expedite testing and startup. Submit startup representative's qualifications for approval prior to startup.
  2. Such person or persons shall be present during equipment testing and startup meetings and shall be available at all times during the testing and the startup and performance evaluation period.
  3. Startup may take multiple non-consecutive days, depending on the construction schedule. Contractor to plan accordingly.
- E. Equipment Testing
1. Preparation:
    - a. General:
      - 1) The Contractor will not proceed with any functional test or operating test until the operation and maintenance manuals for the equipment have been submitted and been designated "No Exceptions Taken".
      - 2) Furnish qualified manufacturer's representatives, when required by individual Specification sections, to assist in testing.
      - 3) Obtain from equipment manufacturer's representative the Manufacturer's Certificate of Proper Installation Form when required by individual specification sections.
      - 4) Schedule equipment testing and system startup meetings to discuss test schedule, plan of test, materials, chemicals and liquids required, facilities operations interface, Engineer and Owner involvement.
      - 5) Provide temporary valves, gauges, piping, meters, test equipment and other materials and equipment required to conduct testing.
      - 6) Provide written documentation, on Contractor's form, of functional and performance test results for each piece of equipment tested. Provide space on form for Owner's signature that testing is complete.
    - b. Cleaning and Checking Prior to beginning functional testing:
      - 1) Lubricate equipment in accordance with manufacturer's instructions.
    - c. Ready-To-Test Determination will be Owner based at least on the following:
      - 1) Notification by Contractor of equipment readiness for testing.
      - 2) Acceptable testing plan.
      - 3) Acceptable Operation and Maintenance Manuals.
      - 4) Receipt of Manufacturer's Certificate of Proper Installation, if so specified.
      - 5) Adequate completion of Work adjacent to, or interfacing with, equipment to be tested, including items to be furnished by Owner.
      - 6) Availability and acceptability of manufacturer's representative, when specified, to assist in testing of respective equipment.
      - 7) Equipment and electrical tagging complete.
      - 8) Delivery of all spare parts and special tools.

2. Functional Testing
    - a. Conduct as specified in individual Specification sections. Unless otherwise specified, functional test period for each equipment unit is 14 calendar days.
    - b. Begin testing at a time mutually agreed upon by Owner, Engineer and Contractor.
    - c. Notify Owner, Engineer, and manufacturer's representative in writing at least 10 days prior to scheduled date of testing.
    - d. If, in Owner's opinion, equipment meets the functional requirements specified, such equipment will be accepted for purposes of advancing to performance testing phase, if so required by the individual Specification sections.
    - e. Separate items of equipment demonstrated to function properly during subsystem testing may require no further functional test if documentation of subsystem testing is acceptable to Owner.
    - f. Conduct functional tests as specified for each equipment item or system.
    - g. Demonstrate all operational features and instrumentation and control functions while in automatic mode.
    - h. Check equipment for any abnormal noise or vibration as part of the functional test, and correct any observed abnormal conditions prior to certification.
    - i. If, in Owner's opinion, functional test results do not meet requirements specified, the systems will be considered as nonconforming.
    - j. Should the results of the functional test indicate that the equipment has failed to perform in accordance with the Specifications, the Contractor must make, at no additional cost to the Owner, all modifications or adjustments as required for satisfactory operation, including replacement of any or all components, if necessary. Following the modifications or adjustments, the Contractor must repeat the functional test. This procedure must be repeated until the results of the test indicate that the equipment has satisfied the requirements of the applicable Specification Section.
  3. Performance Testing
    - a. Conduct as specified in individual Specification sections.
    - b. Notify Engineer and Owner and manufacturer's representative(s) at least 14 days prior to scheduled date of test.
    - c. Performance testing shall not commence until equipment has been approved by Owner as having satisfied functional test requirements specified.
    - d. Follow approved testing plan and detailed procedures specified.
    - e. Unless otherwise indicated, furnish all labor, materials, and supplies for conducting the test and taking all samples and performance measurements.
    - f. Prepare performance test report summarizing test method and results.
    - g. If, in Owner's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming with Contract requirements.
- F. Startup and Performance Evaluation
1. General
    - a. Equipment must be accepted by Owner as having met requirements of specified functional testing prior to startup.
    - b. Sequence each unit process to the point that the complete system is operational for evaluation of unit process and performance.
    - c. Demonstrate proper operation of required interfaces within and between individual unit processes.
    - d. Provide Subcontractor and equipment manufacturers' staff adequate to prevent delays.
    - e. Schedule ongoing Work so as not to interfere with or delay the completion of system startup.
    - f. After the system is operating, complete performance testing of those items of equipment not previously tested.
  2. Startup and Performance Evaluation Plan
    - a. Develop a plan in conjunction with Owner's operations personnel detailing step by step instructions for startup of each system.
    - b. Include a method of evaluation and overall performance report for each unit process.
    - c. Plan shall consist of bound copies of Startup and Performance Evaluation Forms provided by the Contractor. Use one form for each system

- d. Startup and Performance Evaluation Form will Minimally Include the Following:
    - 1) Description of system being started.
    - 2) All equipment and devices included in the unit process.
    - 3) System startup procedures (i.e., valves to be open/closed, order of equipment startup, etc.).
    - 4) Requirements for water, power, chemicals, etc. needed for startup.
    - 5) Contractor Certification that each system is capable of performing its intended function(s), including fully automatic operation.
    - 6) Space for evaluation comments.
  - 3. Owner Responsibility
    - a. Assist Contractor in developing a Startup and Performance Evaluation Plan detailing step by step instructions for startup of each system.
    - b. Provide water, power, chemicals, and other items as required for testing and system startup, unless otherwise indicated.
    - c. Operate process units and devices, with support of Contractor.
    - d. Provide labor and materials as required for sampling and laboratory analyses.
  - 4. Startup Period
    - a. Startup of the system requires the coordinated operation by the Contractor, subcontractors, Owner's operating personnel, and manufacturer's representatives.
    - b. Startup test period shall occur after all required functional tests have been completed and those performance tests deemed necessary for the safe operation of the system have been completed.
    - c. Startup of system or any portion thereof shall be considered complete when, in opinion of Owner and Engineer, system or designated portion has operated in manner intended for 30 continuous days without significant interruption. This period is in addition to training, functional, or performance test periods specified elsewhere.
    - d. Significant Interruption: May include any of the following events:
      - 1) Failure of Contractor to provide and maintain qualified onsite startup personnel as scheduled.
      - 2) Failure to meet specified performance for more than 2 consecutive hours.
      - 3) Failure of any critical equipment or unit process that is not satisfactorily corrected within 5 hours after failure.
      - 4) Failure of any noncritical equipment or unit process that is not satisfactorily corrected within 8 hours after failure.
      - 5) As may be determined by Owner.
    - e. A significant interruption will require the startup then in progress to be stopped and restarted after corrections are made.
    - f. The startup period of 30 continuous days must start over after a significant interruption and at each subsequent significant interruption occurs, as determined by the Owner.
  - 5. Certification
    - a. Upon completion of startup, the Contractor must provide a written installation and start-up report from all equipment manufacturers' factory representatives. Report must address the equipment installation's compliance with manufacturer's requirements and note any problems noted that may affect the warranty, operation or longevity of the equipment. Written certification must indicate that tests were made in accordance with the manufacturer's recommendations, that the test and start-up operation has been satisfactory completed and that the equipment is fully operational under design requirements. Written certification must be filed with the Engineer on the manufacturer's stationary.
- G. Following installation, all valves shall be tested by the Contractor under anticipated operating conditions. The ability of the valves to operate properly without leakage, binding, sticking, fluttering, or excessive operating torque shall be demonstrated to the satisfaction of the Engineer. The Contractor shall at his own expense adjust and/or replace any valve as necessary to assure satisfactory operation.

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DWR Project #: M01272.105  
Bid #: BL009-26  
Gresham Smith Project No.: 45483.29.FWH.060

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ISSUED:	DATE:
ISSUED FOR BID	1.7.2026

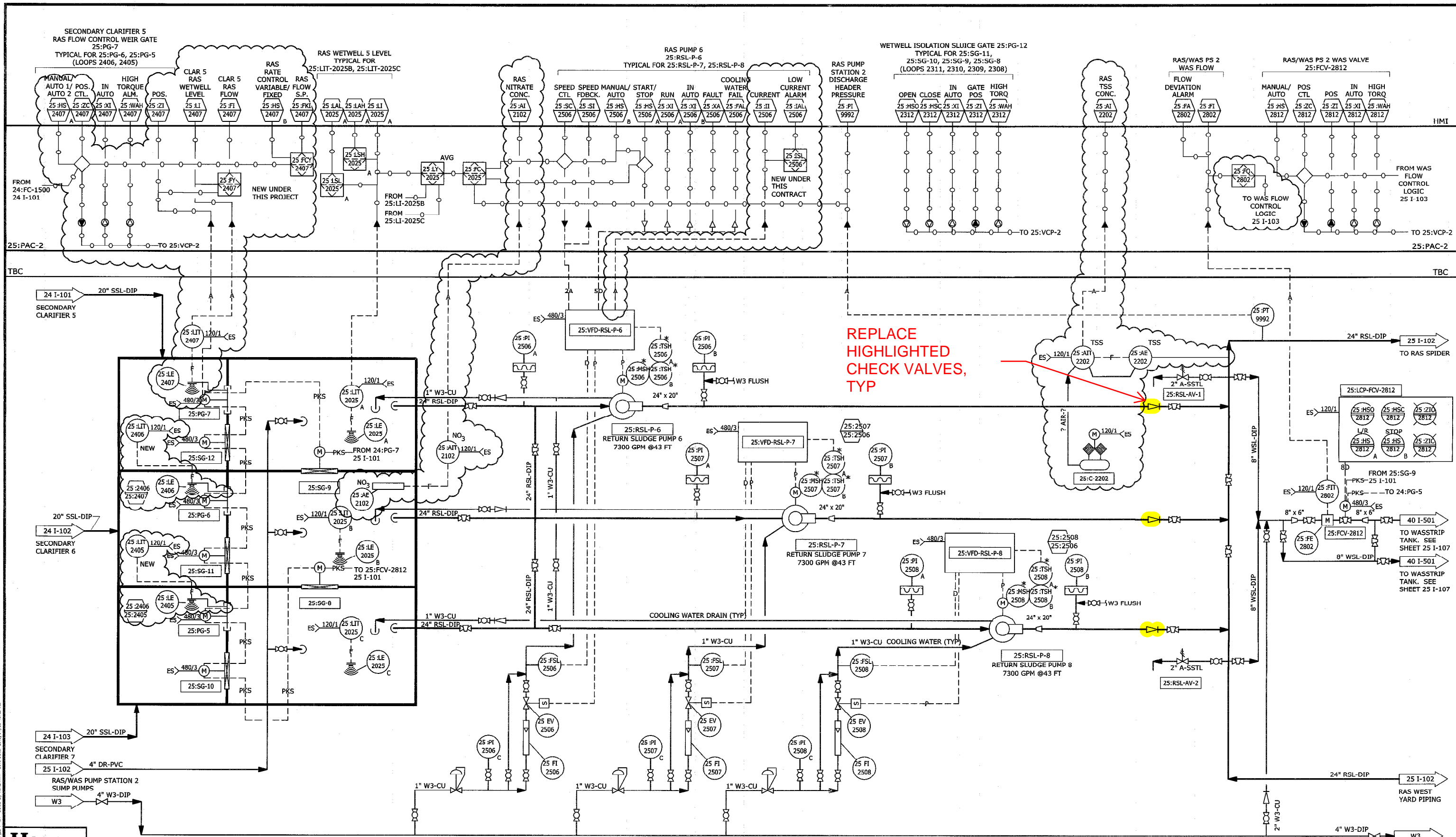
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# EXHIBIT A

# RECORD DRAWINGS



**Hazen**

PROJECT ENGINEER:	KLS		
DESIGNED BY:	MAM		
DRAWN BY:	MAM		
CHECKED BY:	RCK		
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE			
1	CONSTRUCTION	4/18	KLS
REV	ISSUED FOR	DATE	BY

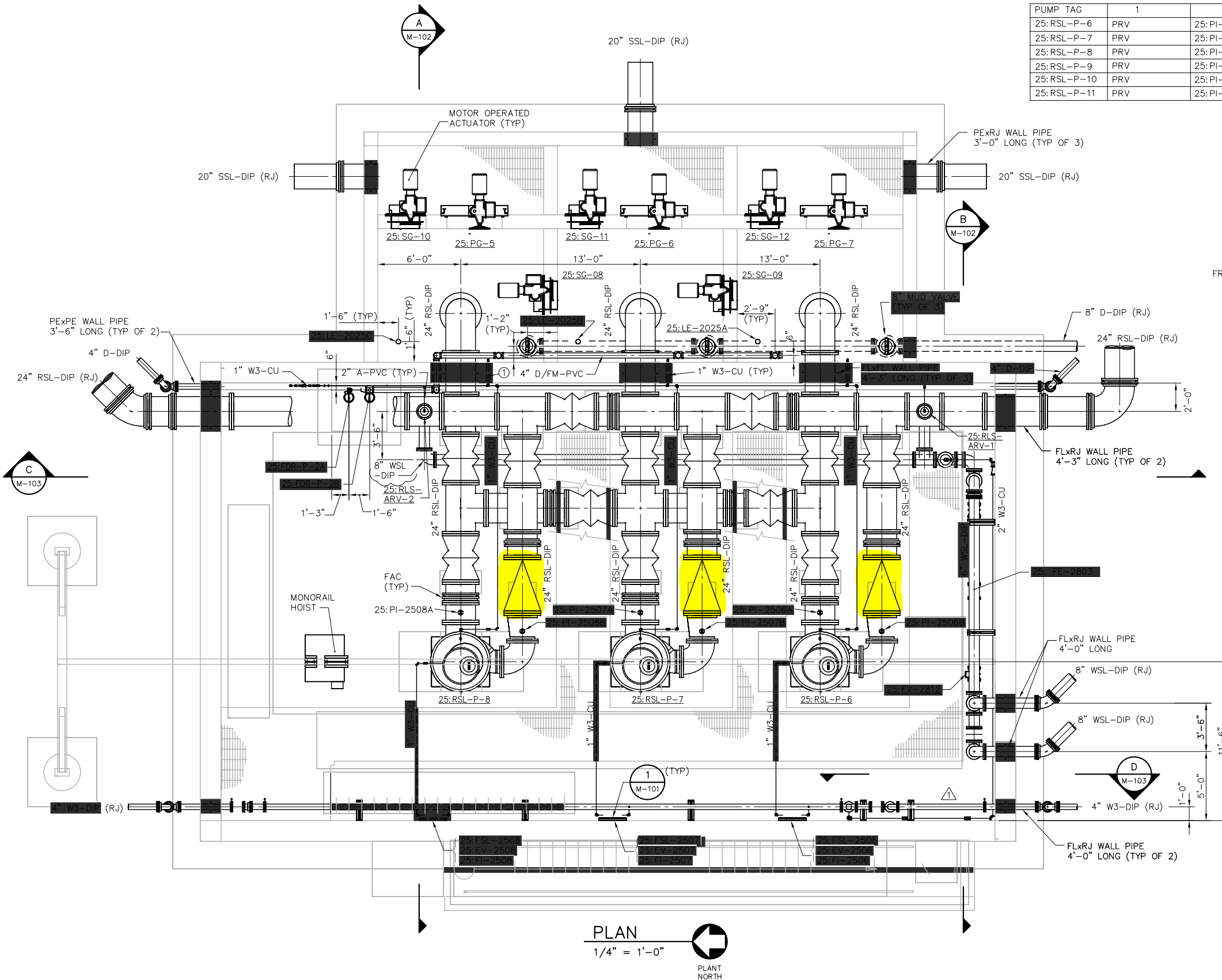
**Hazen**  
HAZEN AND SAWYER  
5775 PEACHTREE DUNWOODY RD SUITE D-520  
ATLANTA, GA 30342  
**ch2m**  
6600 Peachtree Dunwoody Road 400 Embassy Row  
Suite 600 Atlanta, GA 30328

**GWINNETT COUNTY, GEORGIA**  
**DEPARTMENT OF WATER RESOURCES**  
**F. WAYNE HILL WATER RESOURCES CENTER**  
**CONVERSION TO PLC-BASED SCADA SYSTEM**

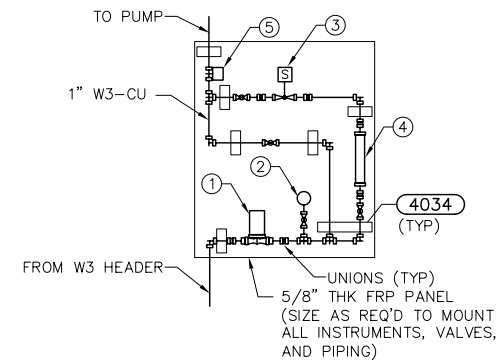
**PROCESS AND INSTRUMENTATION DIAGRAM**  
**RAS-WAS PUMP STATIONS**  
**RAS PUMP STATION 2 (SHEET 1)**

DATE:	APRIL 2018
HAZEN NO.:	32428-007
CONTRACT NO.:	-
DRAWING NUMBER:	25 I-101

① WALL SLEEVE w/  
MECHANICAL SEAL



PUMP TAG	1	2	3	4	5
25:RSL-P-6	PRV	25:PI-2506C	25:EV-2506	25:FI-2506	25:FSL-2506
25:RSL-P-7	PRV	25:PI-2507C	25:EV-2507	25:FI-2507	25:FSL-2507
25:RSL-P-8	PRV	25:PI-2508C	25:EV-2508	25:FI-2508	25:FSL-2508
25:RSL-P-9	PRV	25:PI-2509C	25:EV-2509	25:FI-2509	25:FSL-2509
25:RSL-P-10	PRV	25:PI-2510C	25:EV-2510	25:FI-2510	25:FSL-2510
25:RSL-P-11	PRV	25:PI-2511C	25:EV-2511	25:FI-2511	25:FSL-2511



NOTE: ALL FASTENERS TO BE TYPE 316 SSSL

COOLING WATER PANEL 1  
NTS

M-101  
M-102  
M-104  
M-105

PLAN  
1/4" = 1'-0"  
PLANT NORTH



GWINNETT COUNTY, GEORGIA  
DEPARTMENT OF PUBLIC UTILITIES  
F. WAYNE HILL  
WATER RESOURCES CENTER  
PHASE 2  
3320 FINANCIAL CENTER WAY

RECORD DRAWINGS  
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CONTRACT 2  
BIOLOGICAL TREATMENT FACILITIES

RAS PUMP STATION NO 2  
PLAN

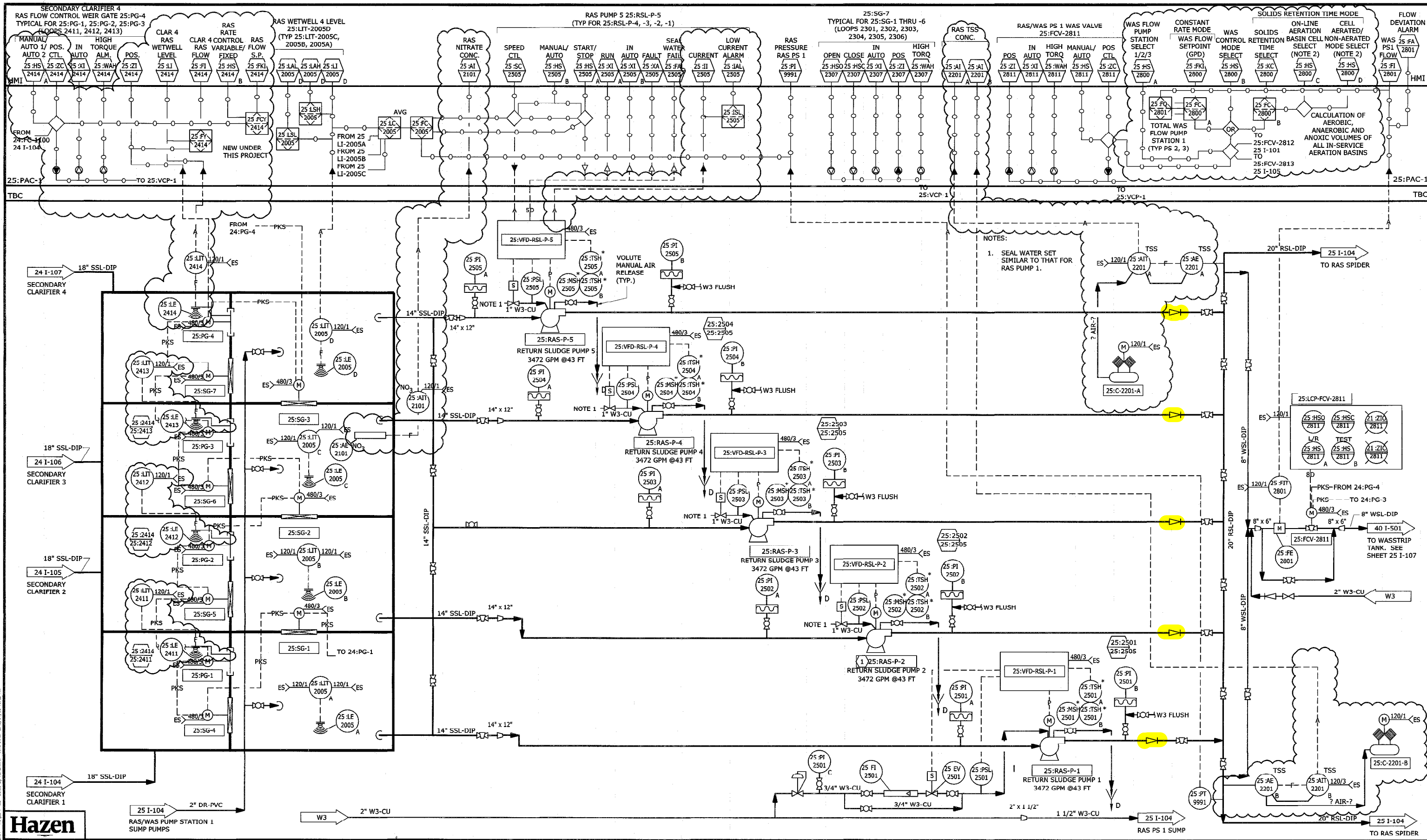
DESIGNED: SG	CHECKED:	DATE: JAN 2002	2-25 M-101	R
DRAWN: KSC	APP'D.	SCALE: AS SHOWN	DRAWING	REV

Jordan, Jones & Goulding  
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Precision Planning, Inc.

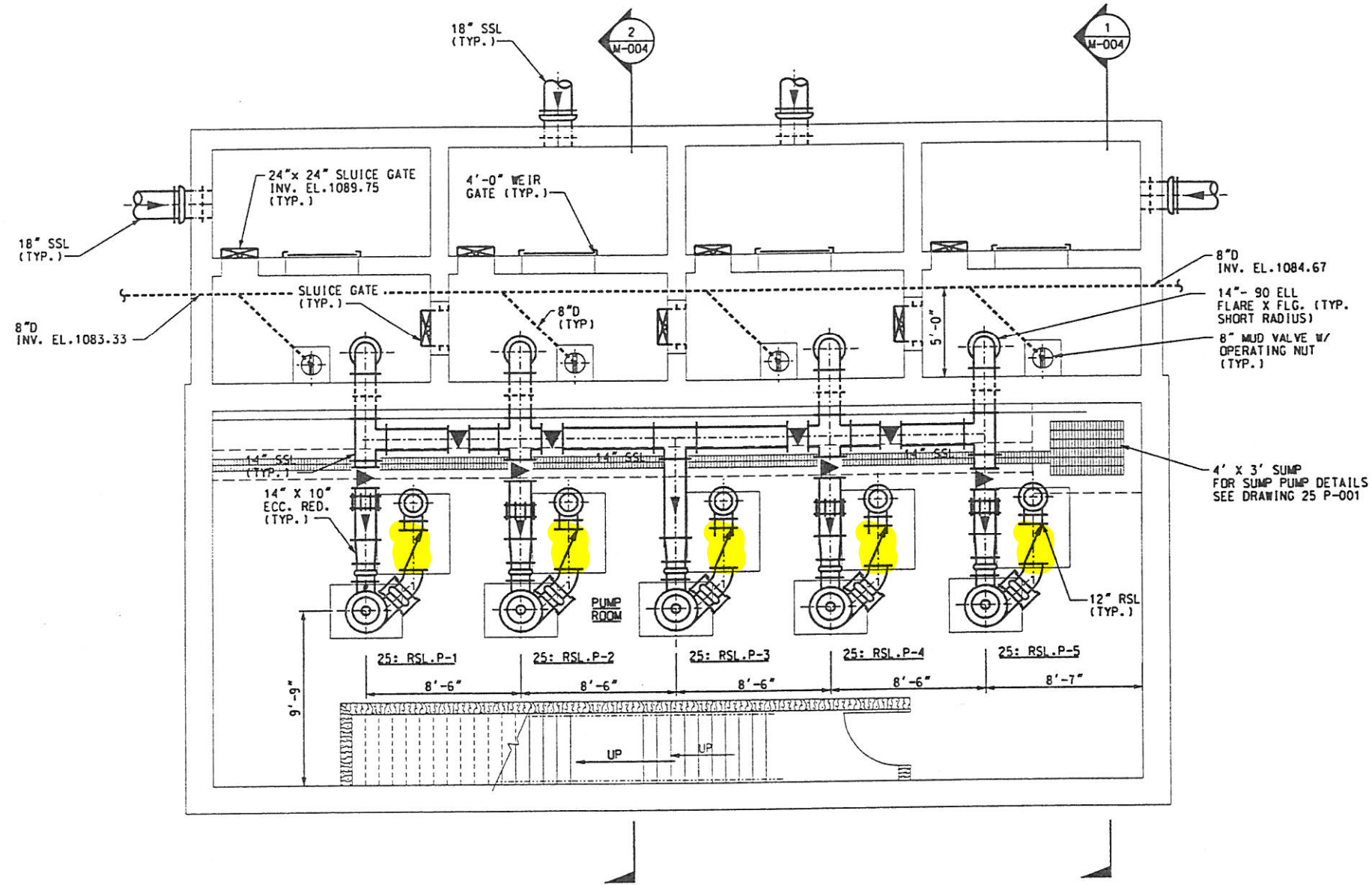
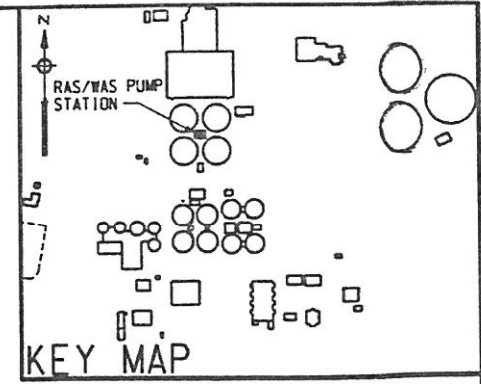
JOB NO. 2074.026 gw2262501m.dwg 08.24.06

NO.	DATE	DESCRIPTION OF REVISION
R	05-19-06	RECORD DRAWING
1	05-21-02	REVISED W3 PIPING AND ADDED SECTION "D"
0	01-03-02	FIRST RELEASE

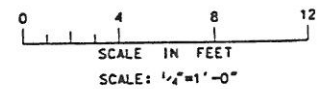
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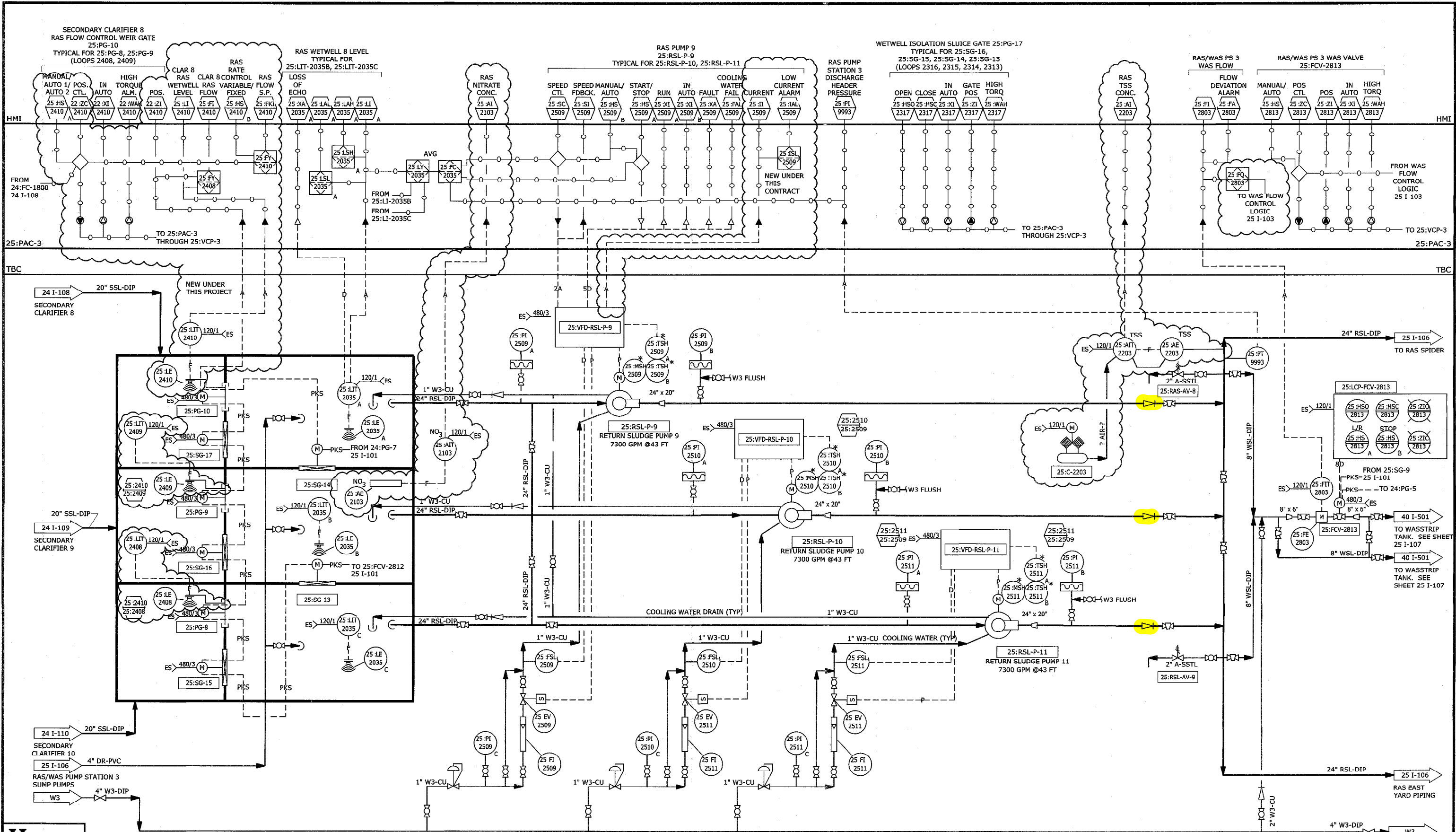
<b>Hazen</b> PROJECT ENGINEER: KLS DESIGNED BY: MAM DRAWN BY: MAM CHECKED BY: RCK IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 1 CONSTRUCTION 4/18 KLS REV ISSUED FOR DATE BY				0 1/2" 1"				5775 PEACHTREE DUNWOODY RD SUITE D-520 ATLANTA, GA 30342 6600 Peachtree Dunwoody Road 400 Embassy Row Suite 600 Atlanta, GA 30328				GWINNETT COUNTY, GEORGIA DEPARTMENT OF WATER RESOURCES F. WAYNE HILL WATER RESOURCES CENTER CONVERSION TO PLC-BASED SCADA SYSTEM				PROCESS AND INSTRUMENTATION DIAGRAM RAS-WAS PUMP STATIONS RAS PUMP STATION 1 (SHEET 1)				DATE: APRIL 2018 HAZEN NO.: 32428-007 CONTRACT NO.: DRAWING NUMBER: 25 I-103							



PLAN @ EL. 1096.50  
SCALE: 1/4" = 1'-0"

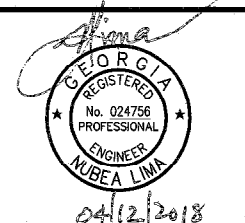


				CONF	M.J. JACKSON	1/30/98	<div><div><div>M&amp;E</div><div>Metcalf &amp; Eddy</div></div><div><div>PiedmontOlsen Hensley</div><div>MA MORELAND ALTABELLI ASSOCIATES, INC.</div></div></div>	<div><div><div>GWINNETT COUNTY, GEORGIA</div><div>DEPARTMENT OF PUBLIC UTILITIES</div><div>NORTH ADVANCED</div><div>WATER RECLAMATION FACILITY</div><div>3276 BUFORD DRIVE</div></div><div><div>SEAL OF GOVERNMENT OF GWINNETT COUNTY</div><div>GEORGIA</div></div></div>	BIOLOGICAL TREATMENT		1/30/98
				DSGN	N. GONCE	10/17/97			RAS/WAS PUMP STATION		DRAWING NUMBER
				DRWN	M. CLIFTON	10/17/97			LOWER PLAN 2		25 M-003
				CHKD	J. GOSSETT	10/17/97					
				APPR							
REV	DATE	RELEASED BY	DESCRIPTION OF REVISION		NAME	DATE			MECHANICAL PROCESS		



**Hazen**

PROJECT ENGINEER:	KLS
DESIGNED BY:	MAM
DRAWN BY:	MAM
CHECKED BY:	RCK
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"
1 CONSTRUCTION	4/18 KLS
REV ISSUED FOR	DATE BY



**Hazen**  
HAZEN AND SAWYER  
5775 PEACHTREE DUNWOODY RD SUITE D-520  
ATLANTA, GA 30342

**ch2m**  
6600 Peachtree Dunwoody Road 400 Embassy Row  
Suite 600 Atlanta, GA 30328




GWINNETT COUNTY, GEORGIA  
DEPARTMENT OF WATER RESOURCES

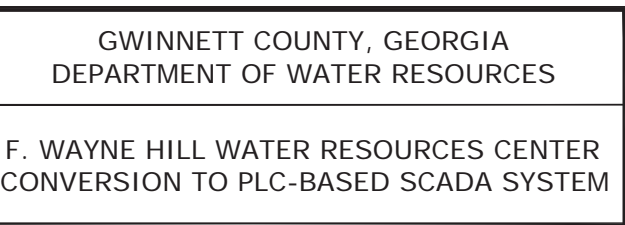
F. WAYNE HILL WATER RESOURCES CENTER  
CONVERSION TO PLC-BASED SCADA SYSTEM

PROCESS AND INSTRUMENTATION DIAGRAM  
RAS-WAS PUMP STATIONS  
RAS PUMP STATION 3 (SHEET 1)

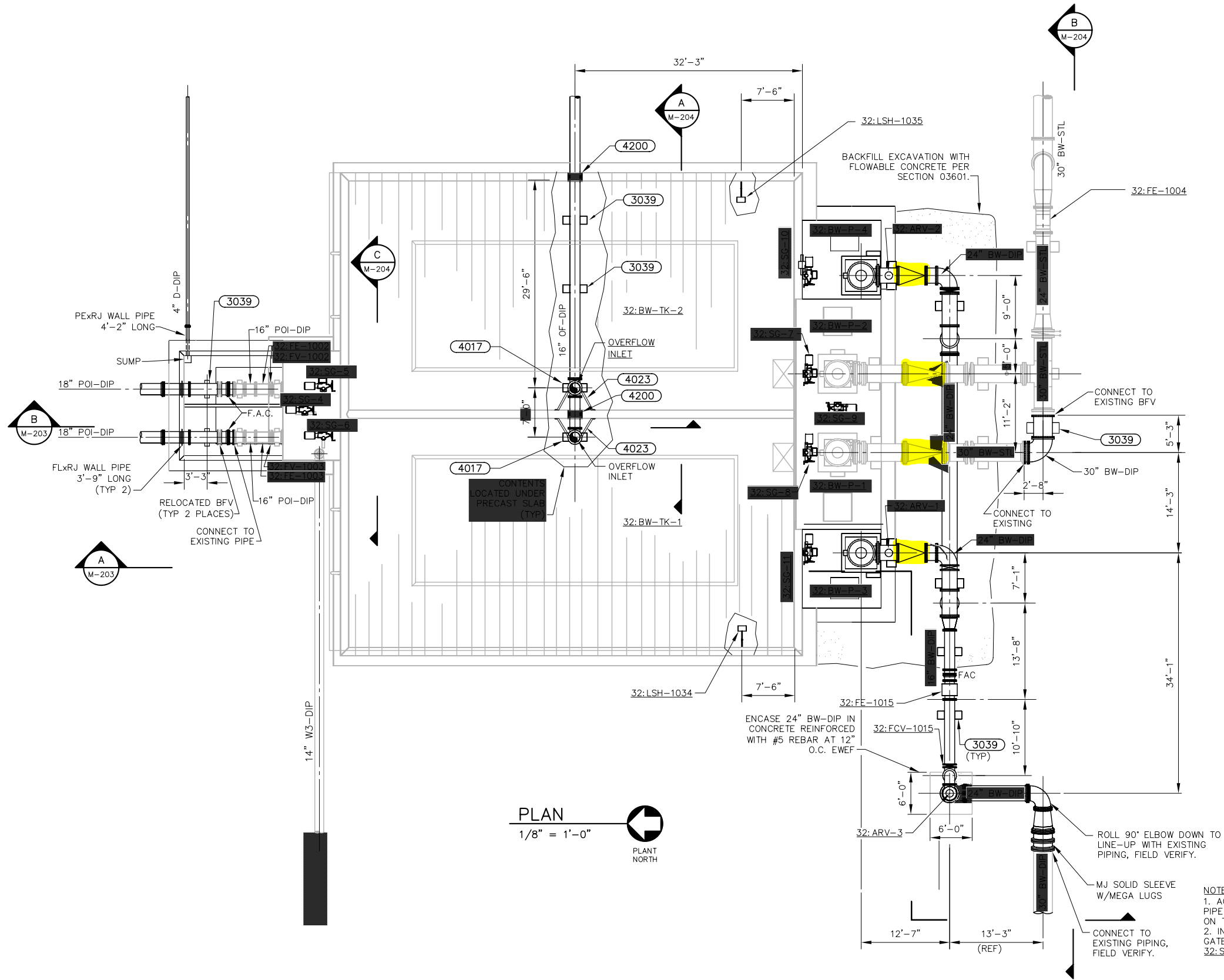
DATE:	APRIL 2018
HAZEN NO.:	32428-007
CONTRACT NO.:	-
DRAWING NUMBER:	25 I-105



				PROJECT ENGINEER:	JFH
				DESIGNED BY:	EPM
				DRAWN BY:	RYR
				CHECKED BY:	JH
1	ISSUE FOR CONSTRUCTION	6/18	JFH	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 	
REV	ISSUED FOR	DATE	BY		



DATE:	JUNE 2018
HAZEN NO.:	32428-007
CONTRACT NO.:	-
DRAWING NUMBER:	32 I-105



PLAN  
1/8" = 1'-0"  
PLANT NORTH

NOTE:  
1. ACCESS TO INSTALL 10 FOOT LENGTHS OF 16" OF PIPE SHALL BE THROUGH EXISTING HATCHES LOCATED ON THE TOP OF 32:BW-TK-1 AND 32:BW-TK-2.  
2. INSTALL ELECTRIC ACTUATORS ON EXISTING SLUICE GATES: 32:SG-4, 32:SG-5, 32:SG-6, 32:SG-7, 32:SG-8, 32:SG-9.

Jordan, Jones & Goulding  
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GWINNETT COUNTY, GEORGIA  
DEPARTMENT OF PUBLIC UTILITIES  
F. WAYNE HILL  
WATER RESOURCES CENTER  
PHASE 2  
3320 FINANCIAL CENTER WAY

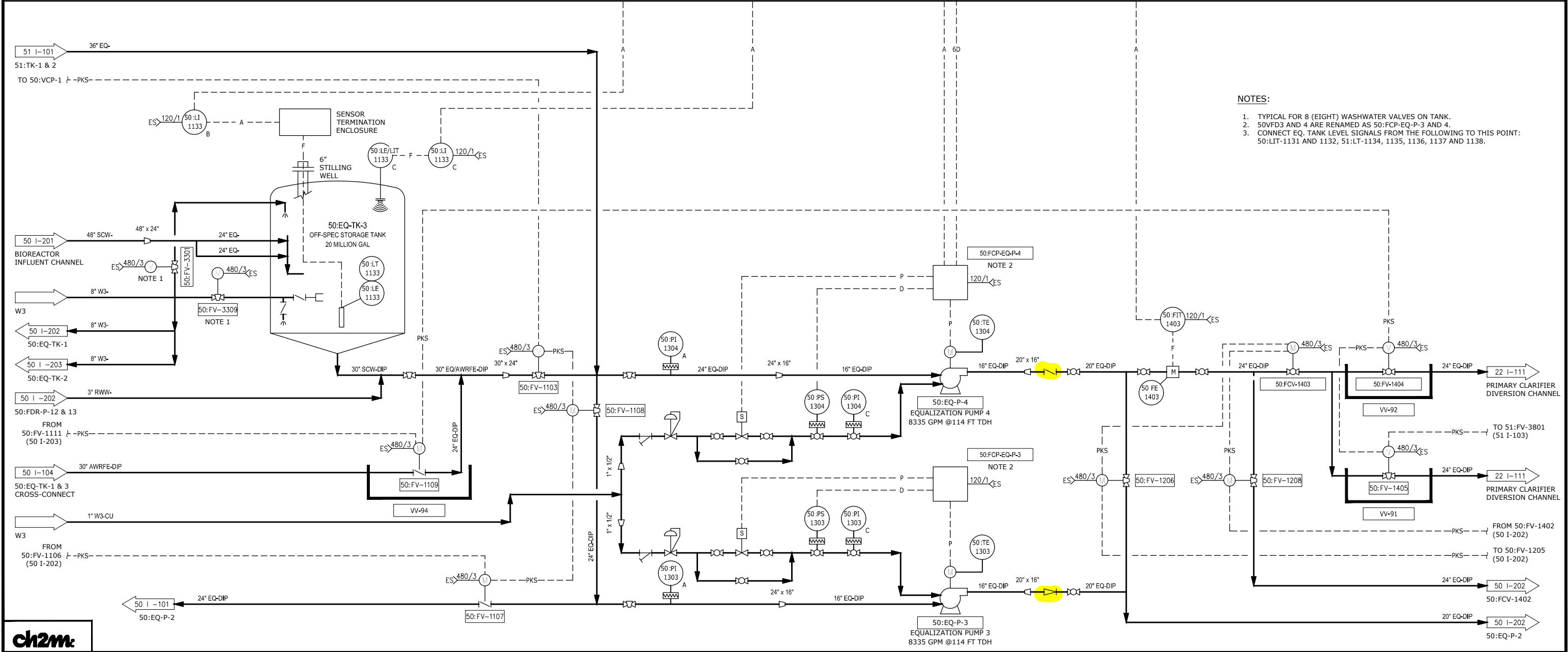
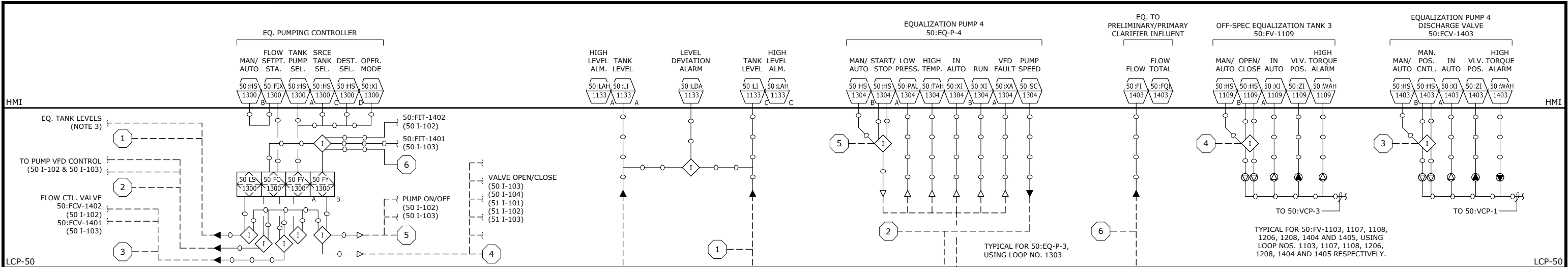
RECORD DRAWINGS  
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CONTRACT 3  
SOLIDS, STORAGE, AWT FACILITIES

BACKWASH STORAGE TANK AND PUMP STATION  
PLAN

DESIGNED: TLW	CHECKED:	DATE: OCT 2002	2-32 M-202	R
DRAWN: MJR	APP'D.	SCALE: 1/8" = 1'-0"	DRAWING	REV

THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE



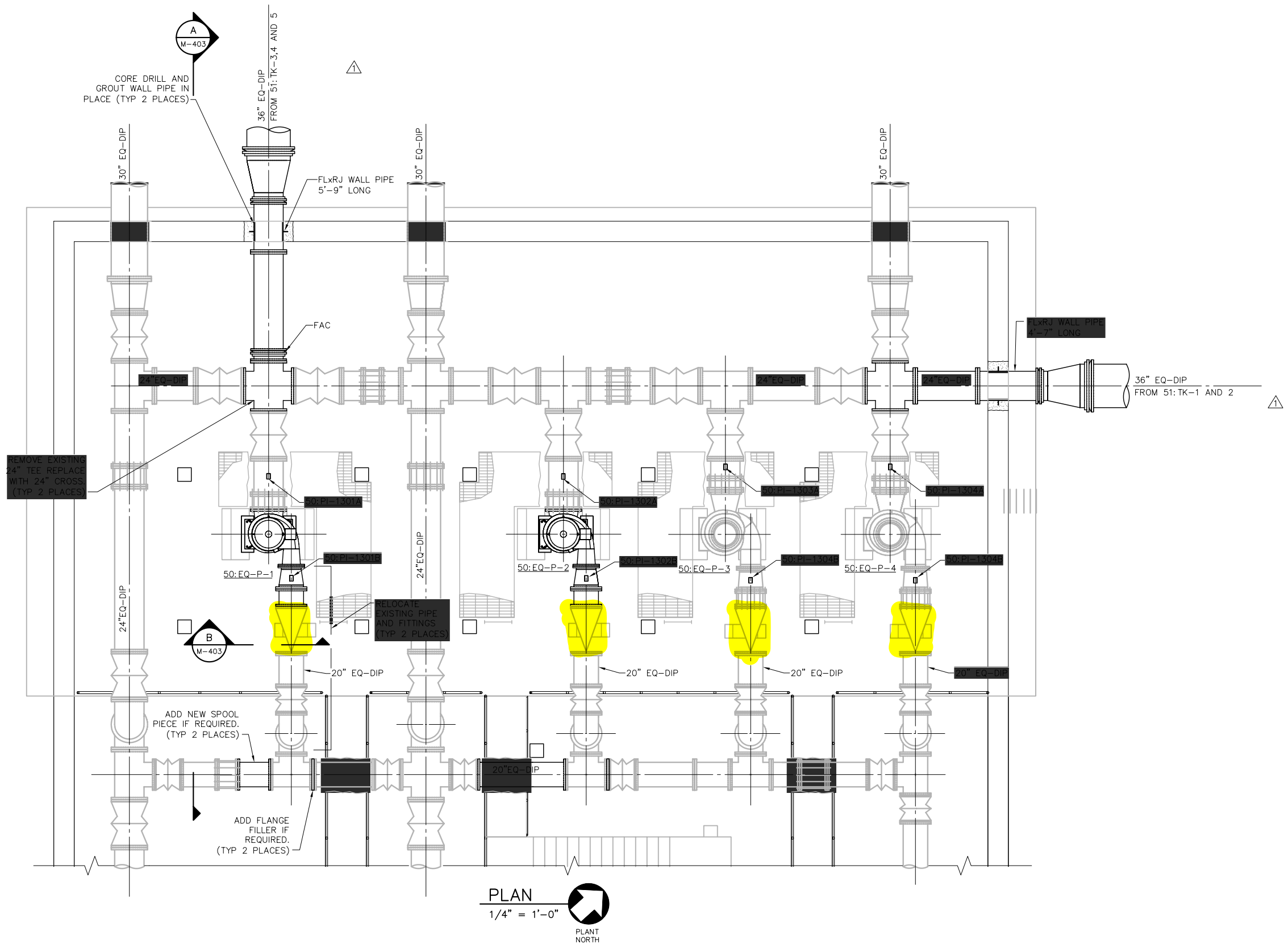
				<b>PROJECT:</b> CB		<b>PRELIMINARY DRAWING</b> DO NOT USE FOR CONSTRUCTION	 HAZEN AND SAWYER 5775 PEACHTREE DUNWOODY RD SUITE D-520 ATLANTA, GA 30342  6600 Peachtree Dunwoody Road 400 Embassy Row Suite 600 Atlanta, GA 30328		<b>GWINNETT COUNTY, GEORGIA</b> <b>DEPARTMENT OF WATER RESOURCES</b>		<b>PROCESS AND INSTRUMENTATION DIAGRAM</b> <b>EQUALIZATION PUMP STATION</b> <b>EXISTING STORAGE TANKS</b> <b>SHEET 1</b>	<b>DATE:</b> OCTOBER 2018
				<b>DESIGNED BY:</b> CB					<b>HAZEN NO.:</b> 32428-007			
				<b>DRAWN BY:</b> RYR					<b>CONTRACT NO.:</b> -			
				<b>CHECKED BY:</b> JH					<b>DRAWING NUMBER:</b>			
<b>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE</b> 0 1/2" 1"											<b>50 I-201</b>	

Plot Date: 2018/10/25 13:29 PM  
B1: RYR  
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Saved by: RYR  
Scale: 100%

Plot Date: 2018/10/25 13:29 PM  
B1: RYR  
C:\Users\ryr\OneDrive\Documents\50 I-201.dwg  
Saved by: RYR  
Scale: 100%







PLAN  
1/4" = 1'-0"  
PLANT NORTH

Jordan, Jones & Goulding  
CH2M HILL  
Precision Planning, Inc.



GWINNETT COUNTY, GEORGIA  
DEPARTMENT OF PUBLIC UTILITIES  
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WATER RESOURCES CENTER  
PHASE 2  
3320 FINANCIAL CENTER WAY

RECORD DRAWINGS

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CONTRACT 3  
SOLIDS, STORAGE, AWT FACILITIES

EQUALIZATION PUMP STATION  
LOWER PLAN

DESIGNED: TWV	CHECKED:	DATE: OCT 2002	2-50 M-402	R
DRAWN: RWO	APP'D.	SCALE: 1/4" = 1'-0"	DRAWING	REV

THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE

RECORD 3