



April 17, 2026

**ADDENDUM #2
BL009-26**

Purchase of Replacement Check Valves for the F. Wayne Hill Water Resources Center

I. Revisions

- R1. A follow-up pre-bid conference is scheduled for 10:00 A.M. on April 20, 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.**
- R2. Please replace Section 01 1000, Summary of Work with the updated Section 01 1000, Summary of Work attached. Please note that this solicitation no longer requires start-up services and is for supply only.**
- R3. Please replace Section 40 0565.23, Swing Check Valves with the updated Section 40 0565.23, Swing Check Valves attached. Please note the attached are the most recent revisions.**
- R4. Please replace the bid schedule with the Revised Bid Schedule attached. Please note that this solicitation no longer requires start-up services and is for supply only.**
- R5. Please replace General Instructions for Vendors, Terms and Conditions with the revised version included in this addendum.**

II. Questions:

- Q1. Regarding Section 01 10000, Summary of Work, Part 1, 1.2, C, 1 and 2, it states "1. Installation of valves may happen in phases in order not to disrupt the Owner's operations. 2. Startup of the valves may need to happen in multiple visits depending on the construction phasing." For the purpose of estimating costs, is there any way the number of visits can be capped or after a certain number of site visits, a daily adder for additional visits can be included in the contract?**
 - A1. DWR's installation contractor will provide start-up services through a separate arrangement between the installation contractor and the awarded supplier.**
- Q2. Are expansion joints or other valves needed for this project?**
 - A2. No, this project does not require expansion joints or other valves.**
- Q3. Are there any special requirements, such as BABA or AIS?**
 - A3. There are no special requirements.**
- Q4. It states that "Simple O-Ring shaft seals will not be accepted". SWC valves are bottom buffered valves and the shafts in these units are sealed with O-Rings. Please provide clarification about this requirement and whether these valves will be acceptable.**
 - A4. O-Rings will be accepted. See revised specification Section 40 0565.23, 2.2, J.**

- Q5. Please consider adding Pratt/CCNE to the approved manufacturers list in section 40 0565.23, 2.2.B.**
- A5. Pratt/CCNE has been added to the approved manufacturers list. See revised specification Section 40 0565.23, 2.2, B.
- Q6. Section 40 0565.23, 2.2.K. states that the new valves must be equal to or less than the existing lay lengths. Please provide the lay lengths.**
- A6. Lay lengths provided in revised specification Section 40 0565.23 2.3, A, 1. Per specification section 01 1000 Summary of Work, 1.2, A, 2: "Contractor to ensure new valves will fit the existing pipe manifolds without requiring any modifications."
- Q7. Has there been consideration for the dimensions of the bottom buffer needed for the new valves being supplied? They require a considerable amount of clearance underneath the valve. The original valves supplied had cushioning devices on the side in a 2-stage or 3-stage arrangement. Please clarify lay length and bottom clearance.**
- A7. Suppliers are responsible for verifying clearances in existing check valve locations. A second pre-bid conference has been scheduled to provide that opportunity. Please see Revision R1.
- Q8. Please provide clarification about the bond requirements for this solicitation.**
- A8. There are no bond requirements for this solicitation.
- Q9. If this solicitation is being awarded by line-item, please clarify how start-up services should be listed.**
- A9. DWR's installation contractor will provide start-up services through a separate arrangement between the installation contractor and the awarded supplier.
- Q10. During the pre-bid conference, it was discovered that 17 of the 19 valves to be replaced are CCNE double-armed 3 stage oil cushioned check valves. These types of valves are not currently in the specifications. Please provide clarification on what types of valves are required.**
- A10. Closure type per valve has been revised in the specification Section 40 0565.23, 2.3, A, 1.
- Q11. During the pre-bid conference, it was discovered that the 24" valves listed in Item #5 are double-armed decelerator oil cushioned valves. Please clarify whether the replacement valves require the same specifications.**
- A11. Closure type per valve has been revised in specification Section 40 0565.23 2.3, A, 1.
- Q12. During the pre-bid conference, it was discovered that the valves listed in Item #2 and Item #3 are 24" valves. Please provide clarification on this discrepancy.**
- A12. See revised bid schedule.
- Q13. Is this solicitation for the purchase of material only or does it require installation?**
- A13. This solicitation is for the purchase of material only.
- Q14. What are the end connections of the check valves (i.e. flanged 125/150#)?**
- A14. 125 or 150# flanges.

Q15. Will import products be accepted?

A15. Requests to include products of Manufacturers not listed as approved Manufacturers in Section 01 3300 "Submittal Procedures" should have been provided to Purchasing no later than March 26, 2026. The deadline has now passed. Please see the Invitation to Bid, section "Pre-Bid Substitutions" for more details.

Q16. What delivery is Gwinnett County expecting?

A16. FOB F. Wayne Hill Water Resources Center, 1500 One Water Way, Buford, GA 30519

Q17. Is there equipment for unloading valves at destination?

A17. Yes.

Q18. Do alternative valves require approval before bidding? If so, how long with the approval process take?

A18. Requests to include products of Manufacturers not listed as approved Manufacturers in Section 01 3300 "Submittal Procedures" should have been provided to Purchasing no later than March 26, 2026. The deadline has now passed. Please see the Invitation to Bid, section "Pre-Bid Substitutions" for more details.

Q19. Please consider adding SWC Series to your approved manufacturers list in Section 40 0565.23, 2.2B.

A19. See revised Section 40 0565.23 Swing Check Valves, 2.2, B., 1.

Q20. Is a detailed valve schedule, size breakdown, or datasheet available?

A20. Yes, this is included in the specifications.

Q21. Should approved equal submissions be made directly to the Purchasing Division office or through a local contractor/distributor?

A21. Requests to include products of Manufacturers not listed as approved Manufacturers in Section 01 3300 "Submittal Procedures" should have been provided to Purchasing no later than March 26, 2026. The deadline has now passed. Please see the Invitation to Bid, section "Pre-Bid Substitutions" for more details.

Q22. Please consider adding the Pratt AWWA Swing Check Valve to your approved manufacturers list in section 40 0565.23, 2.2.B.

A22. See revised Section 40 0565.23 Swing Check Valves, 2.2, B., 3.

This addendum should be signed in the space provided below and returned with your quote. Failure to do so may result in your bid being deemed non-responsive.

Thank you,

Anna West
Purchasing Associate II

Company Name _____

Authorized Representative _____

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. 2
- C. GCDWR's installation contractor will provide start-up services through a separate arrangement between the installation contractor and the awarded supplier. ~~Contractor to hire the manufacturer, or manufacturer's representative to provide a GPI (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 2

- 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. 2
- 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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

ISSUED	DATE
ISSUED FOR BID	1.7.2026
REVISION 2	4.16.2026

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END OF SECTION

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. Crispin; SWC Series
 - 2. DeZurik / APCO Valve; CVS 6000
 - 3. Pratt / CCNE ; Series 9001
 - 4. Val-matic; Model 7800/7900
 - 5. 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 all valves as shown in the valve schedule.
- H. The valve body shall be of ductile iron, ASTM A536 or cast iron, ASTM A126 with a 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 seals shall be of the adjustable packing gland design employing a compression type packing or O-Ring design.
- 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	Lay Length
RAS PS 1	12"	5	Bottom-Mounted Buffer or Oil Cushion	27.5"
RAS PS 2	24"	3	Bottom-Mounted Buffer or Oil Cushion	46"
RAS PS 3	24"	3	Bottom-Mounted Buffer or Oil Cushion	46"
EQ PUMP STATION	20"	4	Bottom-Mounted Buffer or Oil Cushion	42"
BACKWASH STORAGE	24"	2	Bottom-Mounted Buffer or Oil Cushion	48"
BACKWASH STORAGE	30"	2	Bottom-Mounted Buffer or Oil Cushion	60"

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
 - 1. GCDWR's installation contractor will provide start-up services through a separate arrangement between the installation contractor and the awarded supplier. General: Demonstrate proper installation, adjustment, function, performance, and operation of equipment, systems, control

2

- 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.

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

ISSUED:	DATE:
ISSUED FOR BID	1.7.2026
REVISION 1	4.1.2026
REVISION 2	4.16.2026

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END OF SECTION

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FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION
REVISED 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.	24" Lever and Weight Valve, per specifications Location: Return Activated Sludge Pump Station 2	3 EA			\$	\$
3.	24" 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			\$	\$
TOTAL						\$

COMPANY NAME: _____

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REVISED BID SCHEDULE

Notes:

- 1. The unit price MUST include ALL charges, including but not limited to submittals and delivery.
- 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
_____	_____	_____	_____
_____	_____	_____	_____

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.

COMPANY NAME: _____

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

REVISED BID SCHEDULE

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 _____



*****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 VERSUS 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 OR 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 only have 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 GwinnettCounty.com.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and



materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid. No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid, and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and 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 to the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities, and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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



XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

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

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

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



XVI. NON-COLLUSION

Vendor declared 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 Division 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 vendor, 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 (10) 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 thirty (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 the 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 the 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 Police and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Police and 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 of 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 subcontractor's 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 employes or contracts with 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 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 suppliers, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. The 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, judgement, cost, penalty, liability, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or 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 subcontracts (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 and Review Committee for action pursuant to the Purchasing Ordinance or to the District



Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Section 54-33. The ordinance is available to view in its entirety at GwinnettCounty.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@GwinnettCounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process, and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Supplier Login and Registration](#) on the County's website and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

County staff are required to verify receipt of goods and submit proof of delivery of services with invoice before payment is processed. Failure to provide proof of delivery of goods and/or services may result in delayed payment.

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 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 the 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. **The Purchasing Division is located on the second floor of the Gwinnett Justice and Administration Center at 75 Langle Drive, Lawrenceville, Georgia, 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.**