GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

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GwinnettCounty.com

November 4, 2027

REQUEST FOR PROPOSAL
RP001-27

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified consultants to provide **Transportation Consultant Demand Professional Services on a Multi-Year Contract** for the Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number, Company Name, and the submitted category or categories. Proposals will be received until **2:50 P.M. local time on December 15, 2026** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted.

The proposal opening will be virtual ONLY. To access the proposal opening virtually, visit the following **link** or **dial 323-676-3170 and enter Conference ID 954339495#.** A List of firms submitting proposals will be available the following business day on www.GwinnettCounty.com.

A virtual pre-proposal conference is scheduled for 2:00 P.M. on November 13, 2026. To access the pre-proposal conference virtually, visit the following **link** or **dial 323-676-6170, enter Conference ID 219611696#.** All bidders are strongly urged to attend.

Questions regarding proposals should be directed to Michael Milstein, Purchasing Associate II at michael.milstein@gwinnettcounty.com or by calling 770-822-7811 no later than **3:00 P.M. November 24, 2026**. Proposals are legal and binding upon the bidder when submitted.

Successful consultants will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-10 or higher.

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

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

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

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

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

Michael Milstein
Purchasing Associate II

The following pages should be returned with your proposal:

Ethics Affidavit, Page 12
E-Verify Affidavit, Page 13
References, Pages 14-15
Non-Conflict of Interest, Page 16
Fee Schedule, Pages 17-22 (return in a separate sealed envelope)

I. General Specifications

A. The Gwinnett County Department of Transportation (GCDOT) hereby requests Proposals for Consultant Demand Professional Services for the GCDOT. This submission will assist GCDOT in selecting firms to provide demand service support for GCDOT in its implementation of its Special Purpose Local Option Sales Tax (SPLOST) and other capital programs. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an "as-needed" basis. GCDOT needs sufficient information to determine that your firm is adequately staffed and capable of providing "as-needed" professional services for each of the following service categories for which you may attempt to qualify. **Firms must be pre- qualified in the appropriate Georgia Department of Transportation Area-Class for each category sought as below. Firms MUST provide current Georgia Department of Transportation (GDOT) Notice of Professional Consultant Qualification for each category you are proposing with your proposal submittal.**

- Service Category A - Pedestrian/Bikeway and Roadway Drainage Improvement Design Services
- Service Category B - Major Roads, Minor Roads, and Intersection Improvement Design Services
- Service Category C - Cost to Cure
- Service Category D - Survey Services
- Service Category E - Traffic Engineering and ITS/ATMS Engineering Design Services

Gwinnett County intends to select a minimum of three (3) firms under each of the Service Categories. The minimum number noted above is not guaranteed; Gwinnett County reserves the right to award to a smaller or larger number of firms, if in the County's best interest.

A separate proposal is required for each Service Category from firms if they wish to be considered for that specific Service Category. Consultants shall submit one independent proposal for each Service Category addressing criteria requested under Section C and one independent fee schedule for each Service Category as required under Section D.

The Gwinnett Standard is an expectation of excellence in all that we do. That standard, set over decades, has made Gwinnett a preferred community where everyone can thrive. We make it our mission to deliver superior services that support our vibrantly connected community and as an extension of the County, we expect our business partners to do the same. Beyond just executing the work, we expect our partners to be standard bearers; to act with integrity; to innovate and adapt; to be accountable and transparent; to be fair and respectful to everyone; and to engage, embrace, and unify our community. The successful consultant will incorporate into their response their commitment to upholding and promoting the Gwinnett Standard.

B. **Partnering, Teaming, and Sub-Consultants**

Partnering, teaming, and sub-consultants will be permitted as part of the proposal but must be clearly identified. Sub-consultants' resumes and project references should be provided as well as **appropriate GDOT prequalification(s)**. **Sub-consultants' hourly rates must be included in the hourly rates set by the prime firm submitted as part of this proposal.** No work will be paid by GCDOT to any consultant for work done by the consultant or by a sub-consultant if this work is not billed according to the hourly rates and position title submitted as part of their proposal. Subcontractors may be changed later provided they are approved by GCDOT, and the subcontractor is prequalified with GDOT in the appropriate area-class for the work planned and has agreed to the rates set by the prime firm. In addition to the GDOT pre-qualification for the subconsultant, GCDOT will request documentation evidencing both parties' execution of the agreement and affixing of their respective corporate seals and will retain such documentation on file.

C. **Technical Proposal Submittal:**

- One (1) single-sided, unbound original (designated as the original), five (5) bound copies and one (1) thumb drive of your proposal should be submitted for each service category for which you are submitting a proposal. Proposals should be printed on 8-1/2" x 11" paper with font size no smaller than ten (10) point. Organizational Charts may be printed on 11" x 17" provided it is folded to 8-1/2" x 11" size.
- Submittal of multiple categories within a single bound proposal will be grounds for deeming proposals non-responsive.

- Respondents are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. To ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged.
- All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official that has authorization to commit company resources.

D. **Proposal Fee Schedule Submittal:**

- One (1) original Proposal Fee Schedule must be submitted for each service category for which you are proposing in a **separate, sealed envelope** labeled "HOURLY RATES." There should be no rates in your technical proposal or included on your thumb drive.
- You should also list your company name on the outside of the envelope.
- There shall be no substitution or additional position titles other than those listed on each category. This is to include any subcontractors as well.
- In accordance with the Brooks Act, **hourly rates will not be used as a criterion for evaluating proposals**. After the most qualified consultant is selected, price will be discussed in the negotiation process.
- Gwinnett County reserves the right to negotiate all hourly rates prior to award.

E. **Consultant Proposal Development and Submittal Responsibilities**

To provide these services, the proposal shall address the firm's capabilities and resources in the following areas:

- Available qualified human resources (emphasis on local office resources)
- Organizational structure relating to service delivery
- Local and company-wide experience (emphasis on local experience)
- Proven, well-developed processes
- Established and proven quality assurance and quality control procedures
- Appropriate equipment and technology

Note: (local being defined as the Atlanta metro-area)

Each proposal must include a fully executed "Firm Identification" page that includes a signature line for "Certification of Non- Collusion in Proposal Preparation" and a fully executed "Non-Conflict of Interest Certification". Vendors should also submit the "Code of Ethics Affidavit", "Contractor Affidavit" (E-Verify), and the required Federal Provisions Forms ("Attachment A"). Failure to include these certifications could result in the proposal being deemed non-responsive.

Sole responsibility rests with the consultant to see that their proposal(s) are received on time at the above stated location. Consultants are expected to allow adequate time for delivery of their proposal either by hand delivery, postal service or other means.

Proposals sent by facsimile, e-mail or alternate means than those specified in this solicitation are not acceptable and will be rejected upon receipt. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.

F. **No Communication Period**

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 regarding the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

All questions concerning this RFP must be submitted in writing by the date indicated on the cover page of the invitation. Where appropriate, County responses to formal questions will be in writing and will be distributed to all firms on our record as having received a copy of this RFP.

Please note, it's the Consultant's responsibility to confirm with the Purchasing Associate that the Proposer is on record as having received a copy of this RFP and associated addendum. In each case of formal questions, the County will determine whether a response is appropriate or necessary. If questions require a formal response or changes are made to the RFP, an Addendum will be issued to all RFP recipients via email to the address on file.

G. Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be indicated. However, a general indication that the entire contents or a major portion of the proposal is proprietary will not be honored.

H. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the consultant and project throughout and are incorporated here by reference. The Contract with the selected consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Contract, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

II. Instructions to Consultants

A. Consultant Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County or that is deemed irresponsible or unreliable by Gwinnett County. If requested, consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service category called for as described in the "Instructions to Consultants."

B. Consultant Representation

Proposals must be signed in ink by a company official that has authorization to commit company resources and shall contain the firm's full business address. The person(s) who will be responsible for the engineering work shall be a registered Professional Engineer in the State of Georgia. The person(s) who will be responsible for the surveying work shall be a registered Land Surveyor in the State of Georgia. Appropriate professionals for other service categories, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law.

C. Basis of Project Short-Listing / Selection

GCDOT will select the firm(s) that best demonstrates that they would add the most value toward achieving the key objectives for implementing GCDOT's SPLOST and other capital programs. Gwinnett County's qualifications evaluation team will review proposals using a two-part process as follows:

Evaluation Criteria:

Part I, Technical Evaluation: Proposals will be evaluated based on their relative responsiveness to the criteria described below based on the point values as shown:

	Maximum Points
A. Firm Identification	
Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services within the categories under consideration, with emphasis on local experience.	15 points
B. Experience of Key Personnel	
Relevant qualifications, experience and availability of proposed key personnel in the categories under consideration, with emphasis on staff location.	30 points
C. Understanding and Approach	
Description of consultant's understanding and approach to projects in the categories under consideration, including innovative delivery methods and processes, following appropriate development and stormwater regulations/requirements, identification of issues, resolution of conflicts, and project management.	30 points
D. Quality Assurance/Quality Control and Technology	
Description of firm's quality assurance / quality control processes to ensure accuracy and integrity of services in the timely delivery of projects while avoiding mistakes/obstacles.	15 points
E. References	
Evaluation of Proposer's references as to relevance, satisfaction with services and comments on key personnel.	10 points
Subtotal:	100 Points

Part II, Interview: At GCDOT's discretion or as deemed in GCDOT's best interest, firms may be short-listed to determine the final recommendations to the Board of Commissioners. At this time, if GCDOT deems it to be necessary, GCDOT may request further information, explanations, clarifications, presentations, interviews or meetings. If interviews are necessary for selection, evaluation will be performed based on point value shown below:

F. Optional Interview (if requested)	20 points
Total:	120 Points

D. Demand Services Contract for Professional Services

The consultant will be expected to sign a Demand Services Contract for Professional Services developed by Gwinnett County (Sample Contract attached).

Successful consultant(s) are required within ten (10) days of the Notice of Award to provide the following:

1. Certificate of Insurance as specified in proposal
2. One (1) properly executed contract document.

E. Explanation of Proposal Evaluation Criteria

The following items provide a brief explanation of what should be provided in your proposal:

1. Firm Identification

   Give the full legal name of firm, the firm's principal business office and its satellite offices, if any; and indicate the location(s) from which these Demand Service professional services for the GCDOT would be staged. Give information on the firm's history, business activities, size, employees, officers, affiliates, subsidiaries, ownership and corporate data, as applicable to the provision of that service. No more than 2 pages on 8 ½" x 11" paper size. All pages submitted as part of the consultant's proposal shall be sequentially numbered.

2. Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services within the categories under consideration, with emphasis on local government (metro-Atlanta/Georgia) experience

   Briefly describe experience in the past five (5) years including experience of firm in performing/providing professional services for State, County and Municipal governments. (This information requested is in addition to the references requested in Item #6.) This information shall include:

   - Client Name and contact information including address, phone number, email address (current)

- Description of specific work authorization or services rendered
- Dates of services
- Status/Outcome of services including schedule and budget

Indicate the extent of the firm's involvement, whether as lead, sub-consultant or partner, and specific role(s) the firm played on the project. Firms may do a chart as a summary and/or full write-up on key relative projects. If full project write-ups are provided, provide not more than five (5) specific projects (preferably similar in scope and complexity to the service category for which you are submitting a proposal). Identify any project challenges, how they were identified, the corrective action taken, and the resulting impact on cost, schedule, and project quality. No more than 6 pages on 8 ½" x 11" paper size. Front and back will be counted as 2 pages. All pages submitted as part of the consultant's proposal shall be sequentially numbered.

3. Relevant qualifications, experience and availability of proposed key personnel in the categories under consideration, with emphasis on staff location (Atlanta metro area)
   Provide a summary description of the qualifications and experience of the key staff members that may be involved in assignments. Indicate the availability of each key staff member dedicated to this contract. Break down capabilities by discipline (e.g. local number of employees per category). Include an organizational chart footnoting any specific information regarding key personnel. The organizational chart may be 11" x 17" provided it is folded to 8 ½" x 11" size. Describe qualifications and experience with similar Demand Service projects. No more than 12 pages on 8 ½" x 11" paper size. Front and back will be counted as 2 pages. All pages submitted as part of the consultant's proposal shall be sequentially numbered. Complete resumes, no more than one (1) page on 8 ½" x 11" paper size per key staff member, may be attached to supplement this information. Resumes are not included in page number count for description of qualifications and experience.

4. Description of consultants understanding and approach to projects in the categories under consideration
   Provide a description of consultant's understanding and approach to the delivery of services along with the identification of important issues/challenges and the resolution of conflicts that need to be addressed in a typical project or a service of that category. The description should address innovative and efficient design approach, accelerated delivery methods and processes, demonstrate knowledge and understanding of the appropriate development and stormwater regulations/requirements as well as sustainable drainage solutions that reduce long-term maintenance, and strategies to minimize right-of-way impacts. The consultant shall describe its experience and approach in evaluating and developing alternative or non-traditional intersection improvements, including, but not limited to, roundabout designs. The response shall identify applicable experience, design considerations, and strategies for determining the suitability and effectiveness of such improvements. No more than 6 pages on 8 ½" x 11" paper size. All pages submitted as part of the consultant's proposal shall be sequentially numbered. Front and back will be counted as 2 pages.
   The consultant shall provide effective project management throughout the duration of the services. The consultant shall designate a qualified project manager who shall serve as the primary point of contact with GCDOT and shall be responsible for coordinating the consultant's team, including all subconsultants. The consultant shall acknowledge and respond to all communications from GCDOT within twenty-four (24) hours of receipt. The consultant's response shall address the substance of the communication or, if additional time is required to provide a complete response, shall acknowledge receipt, identify the anticipated response date, and provide an interim status update as appropriate. The consultant shall maintain timely and responsive communication throughout the duration of the services. Failure to provide a timely response may result in a low-performance evaluation score and may be considered a failure to meet the performance requirements of the contract.

   The consultant shall describe its proposed approach for managing project scope, schedule, budget, quality control, communications, deliverables, risks, and coordination with GCDOT. The consultant shall identify procedures for monitoring project progress, documenting decisions and action items, identifying potential issues, and promptly notifying GCDOT of matters that may affect the project's scope, schedule, cost, or quality.

   The consultant shall maintain continuity of key personnel throughout the project. Any proposed changes to key personnel shall be subject to GCDOT's approval and shall not adversely affect the consultant's ability to perform the required services.

5. Description of firm's quality assurance / quality control processes and technology
   Describe the firm's in-house procedures for ensuring the accuracy and integrity of its services in the timely delivery of services while avoiding mistakes/obstacles. Include, in particular, how issues such as schedule management, cost control, and overall quality assurance / quality control of deliverable items will be addressed. The consultant must include:
   - Role and responsibilities of firm personnel responsible for QA/QC
   - Independent technical review process
   - Design/document review procedures
   - Error and omission prevention and resolution procedures
   - Review milestones and documentation
   - QA/QC for subconsultants
   - Corrective-action procedures when deficiencies and/or errors have been identified
   - Review milestones and documentation

Describe the equipment, software, tools and technology, if any, that would be used or proposed for each service category and indicate how these add value to the services. Indicate experience with results obtained from these on past projects. Control and understanding of both human and equipment errors should be addressed.

To ensure timely delivery of quality plans and effective management of project resources, GCDOT will evaluate and document the consultant's performance periodically throughout the project. Performance evaluations may be shared with county leadership and will be considered in decisions regarding the assignment of future work to the consultant. No more than 3 pages on 8 ½" x 11" paper size. Front and back will be counted as 2 pages. All pages submitted as part of the consultant's proposal shall be sequentially numbered.

6. References
Provide three (3) references including identification of client, contact name (current), and contact information including telephone number, email address and specific project/services. All references should be verified for current contact information prior to submission, and the County recommends proposing firm contact references prior to submittal. No more than one current Gwinnett County reference can be used. Gwinnett County will make no more than two (2) email attempts. If a reference does not respond to attempts at verification, the consultant shall receive no points for that reference. It is incumbent upon the proposing consultant to verify the contact information and availability of references prior to submission of proposal(s). The County will only attempt to contact the exact number of references provided in the proposal. Consultants have been provided with one alternate reference to be used strictly as a backup if one of the three primary references fails to respond to previous email attempts. This alternate reference will only be contacted a single time. No further alternate references should be submitted, as Gwinnett County will not request any additional options

7. Fee Services
Hourly rates must be provided (in a separate, sealed envelope) for all potential labor categories that will be involved in the provision of professional services for the specific service categories for which the firm is qualifying. All overhead, profit and direct charges such as, but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, computer usage expenses, transportation (including mileage) must be rolled into the hourly rates. All sub-consultant fees are to be billed at rates identified in the fee schedule.

The only exception to the payment for mileage is listed in **Category E**. This exception would be utilized when the consultant is asked to provide staff to work as an extension of GCDOT to assist and complement existing County staff in the Traffic Signals & ITS Section. The desired fieldwork will require the use of the Consultant's vehicle and it is expected that between 125 to 150 miles per week will be driven associated with the services provided to the County. **County will pay only this direct expense for auto transportation in connection for this type of work at a rate established by the County. Gwinnett County reserves the right to negotiate all hourly rates prior to award.**

F. **Term**
The services to be performed under this Contract shall commence on July 1, 2027, or upon award. The first year of this contract will expire on December 31, 2027. Each subsequent year will be from January 1, 20xx until December 31, 20xx.The services under this Contract shall be in effect for a period of up to no more than five years.

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

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

III. Scope of Services

Professional Services for GCDOT projects are procured through an individual RFP process or through the demand services contract process. The specific contracting type depends on the relative size and complexity, funding source(s), required completion schedule, and specialized requirements of the project. It is envisioned that the following services may be provided through the demand services contract work authorizations, when appropriate:

A. **Category A – Pedestrian Facility and Roadway Drainage Improvement Design Services**

The consultant shall provide planning and design services and develop engineering plans as requested by GCDOT to add, improve and extend sidewalks, multi-use paths, trails and bikeways, or to add, improve, or extend roadside drainage conveyances. Consultants shall be pre-qualified with the Georgia Department of Transportation (GDOT) for the appropriate Area-Classes, at a minimum 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.09, 3.12, 3.13, 4.01(a), 4.01(b), 4.04, 6.02, 9.01, and 9.02. All plans shall be prepared meeting appropriate Federal, State and County specifications, including Gwinnett County stormwater and development requirements as appropriate and done at a scale as directed by GCDOT. Services provided under this category may include concept development,

right-of-way records research and Survey Services as detailed in Category D including sending notification of survey letters to all affected property owners, geotechnical explorations, drainage calculations, cost and quantity estimates and right-of-way and construction plan preparation. The consultant is expected to handle the plan submission, walk-through, and approval process to obtain development permit(s) as appropriate. The consultant shall develop, evaluate, and provide design alternatives that minimize right-of-way and long-term stormwater maintenance while meeting all applicable design standards, regulatory requirements, and project objectives. Because projects within this category may also require relocating existing water and sewer facilities, the consultant shall be responsible for identifying, coordinating, and incorporating all applicable Gwinnett County Department of Water Resources requirements, design standards, and specifications governing the design and relocation of such facilities. The consultant shall designate two qualified surveyors for the performance of the services if they do not have internal surveying services: one (1) primary surveyor and one (1) secondary surveyor.

The construction and right-of-way plans shall generally follow GDOT format as directed by GCDOT, and will generally include specifications, quantity calculations, typical sections, construction plan sheets, right-of-way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control and staging plans as appropriate, utility plans both public and private including water/sewer design and adjustment, signing/marking/signal plans as appropriate, specifications and structural design for vertical components such as pedestrian bridges and retaining walls.

The consultant may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area.

Additional tasks and specialized design services, such as sustainability design, may be required on a project basis and will be discussed and specified during to the project's scope of services development.

Due to the significant overlap with Category E: Traffic Engineering and ITS/ATMS Engineering Design Services, the consultant shall have demonstrated experience and expertise in traffic signal design, connected vehicle technology, ITS relocation, and ramp metering relocation and shall be responsible for incorporating and coordinating these elements into the Category A plans.

The consultant may be tasked with assessing county's transportation GIS data needs which may lead to improvements to existing extensions or the development of a customized GIS application. As needed by the county, the consultant may produce maps and informational graphics using a variety of media including print, internet, and other electronic formats that translate complex data and ideas into clearly understandable visual presentations.

Category B –Major Roads, Minor Roads, and Intersection Improvement Design Services

The consultant shall provide planning and design services and develop engineering plans as requested by GCDOT for improvements on two-lane or multi-lane roads. Improvements may include road extensions, addition of lanes, rehabilitation/replacement of major and minor road bridges/culverts, addition of turn lanes, modification of vertical and/or horizontal alignment, improvement of sight distance, paving of unpaved roads, and other facilities as directed by the County. In addition to Major Roads and Minor Roads, the consultant shall provide design services and develop engineering plans as requested by GCDOT to provide improvements to intersections such as signalization, installation of roundabouts, and installation of turn lanes. Consultants shall be pre-qualified with GDOT for appropriate Area-Class, at minimum 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.09, 3.12, 3.13, and 4.01(a), 4.01(b), 4.02, 4.03, 4.04, 4.05, 6.01(a), 6.01(b), 6.02, 6.03, 9.01, and 9.02. All plans shall be prepared meeting appropriate Federal, State and County specifications, including Gwinnett County stormwater and development requirements as appropriate and done at a scale as directed by GCDOT.

These services will include concept development, right-of-way records research and Survey Services as detailed in Category D including sending notification of survey letters to affected property owners, drainage calculations, cost and quantity estimates and construction and right of way plan preparation. The consultant may be asked to provide Pedestrian/Bikeway Improvement Design Services as detailed in Category A, Engineering and/or ITS/ATMS Design Services studies and projections as detailed in Category E as part of a project assigned under Category B. Due to the significant overlap with Category E: Traffic Engineering and ITS/ATMS Engineering Design Services, the consultant shall have demonstrated experience and expertise in traffic signal design, connected vehicle technology, ITS relocation, and ramp metering relocation and shall be responsible for incorporating and coordinating these elements into the Category B plans.
The consultant is expected to handle the plan submission, walk-through, and approval process to obtain development permit(s) as appropriate.

The construction and right-of-way plans shall generally follow GDOT format as directed by GCDOT, and will generally include specifications, quantity calculations, typical sections, construction plan sheets, right of way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control/staging plans/detour plans as appropriate, utility plans both public and private including water/sewer design and adjustment, signing/marking/signal plans as appropriate, specifications and structural design for structures and retaining walls.

The consultant may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area.

Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.

The consultant shall develop, evaluate, and provide design alternatives that minimize right-of-way and long-term stormwater maintenance while meeting all applicable design standards, regulatory requirements, and project objectives. Because projects within this category may also require relocating existing water and sewer facilities, the consultant shall be responsible for identifying, coordinating, and incorporating all applicable Gwinnett County Department of Water Resources requirements, design standards, and specifications governing the design and relocation of such facilities. The consultant shall designate two qualified surveyors for the performance of the services if they do not have internal surveying services: one (1) primary surveyor and one (1) secondary surveyor. The secondary surveyor shall be available and capable of performing the services in the event the primary surveyor is unable or unwilling to commit to completing the services within the schedule and timeframe for GCDOT expectations of the project.

The consultant may be tasked with assessing county's transportation GIS data needs which may lead to improvements to existing extensions or the development of a customized GIS application. As needed by the county, the consultant may produce maps and informational graphics using a variety of media including print, internet, and other electronic formats that translate complex data and ideas into clearly understandable visual presentations.

B. **Category C – Cost to Cure**

The consultant shall provide design services and develop engineering plans, cost estimates, various alternatives and related reports to resolve or provide options to avoid total displacements and to minimize impacts to parcels from right-of-way acquisition for road improvement projects. These design services may ultimately result in permit or construction ready site engineering plans which may involve the relocation or reconfiguration of various site features including signage, parking and access, buildings, stormwater management facilities and utility or septic systems. The consultant should demonstrate a comprehensive knowledge of various jurisdictional zoning and development regulations as well as demonstrate examples of previous permitting of site developments including projects with completed construction. The consultant should demonstrate the ability to reference and interpret road right of way and construction plans. The consultant must coordinate with the roadway design engineer for the most effective cure to minimize or mitigate impacts from the road improvement project.

Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development. The consultant may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area. Further, the consultant may be asked to provide deposition and testimony to the design services performed in certain settlement, mitigation or condemnation cases. The consultant should include any experience with court testimony.

Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.

C. **Category D – Survey Services**

The consultant shall perform surveys as requested by GCDOT in support of the design, right-of-way acquisition and/or construction of pedestrian, road, and bridge/culverts projects under this contract and as otherwise required for maintenance, improvements and expansion of the GCDOT road systems. Consultants shall be pre-qualified with GDOT for appropriate Area-Class, at a minimum 5.01.

These surveys will generally include right of way and deed research, topographic and field surveys, engineering surveys, boundary surveys, as-built surveys, construction and right of way staking / pin placement, surveys depicting right of way and/or easement area, construction verification surveys and professional opinions, and designation and location of above ground utilities.

The consultant may be asked to perform Subsurface Utility Engineering (SUE) levels A, B, C or D as necessary to identify utility conflicts for a project.

Consultant may be tasked with assessing county's transportation GIS data needs which may lead to improvements to existing extensions or the development of a customized GIS application. As needed by the county, the consultant may produce maps and informational graphics using a variety of media including print, internet, and other electronic formats that translate complex data and ideas into clearly understandable visual presentations.

The consultant may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area.

Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.

D. **Category E – Traffic Engineering and ITS/ATMS Engineering Design Services**

The consultant shall provide services for Traffic Signal and ATMS Design, Traffic Studies, Traffic Signal Timing Optimization, and operate as an Extension of Staff. The consultant shall also provide engineering services to support the operation, maintenance, and expansion of the County's ITS/ATMS Infrastructure. Consultants shall be pre-qualified with GDOT for appropriate Area-Class, at a minimum 3.06, 3.07 and 3.09.

Tasks performed in this category must relate to traffic engineering services and will generally include the following:

- Development of Project Scope of Services,
- Review and Research of pertinent County and Public Records,
- Research of Design Criteria and Investigation of Site Conditions,
- Preparation of Plan Package including any supporting Documents,
- Development of Engineers Estimate of Probable Construction Cost, and
- Submittal of Executive Summary or Final Design Report.

Design Services

The Traffic Signal Design services can include new signal locations and modifications for construction or scheduled rebuilds at various existing signalized locations.

The ITS/ATMS Design Services can include various infrastructure including fiber optic cable, closed circuit television cameras, ethernet routers, connected vehicle transmitters, and other devices as deemed necessary to improve, extend, modify, and repair the County's ITS/ATMS coverage.

The consultant may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area.

Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development. Other design services and development could include survey and staking, property research, sustainability design, and connected vehicle technology integration.

Traffic Studies

The Traffic Studies services can include signal warrant analysis, impact studies, and safety analysis. Studies may include intersections, road segments, or corridors. The services may also include the independent review of traffic studies that have been submitted to the County.

Traffic Signal Timing Optimization

The Traffic Signal Timing Optimization services can include development and preparation, signal software database modifications, field implementation and verification, and fine-tuning adjustments to new coordination plans on various arterial and signal systems as required. This can also include assistance with traffic responsive plans, automated traffic signal performance measures, MAP messages, preemption programming, and implementation and management of connected vehicle programs.

Extension of Staff

The consultant may be asked to provide staff to work as an extension of GCDOT to assist and complement existing County staff in the Traffic Management Division including both the Traffic Signal Section and the ATMS & TCC Section. The desired fieldwork will require the use of the Consultant's vehicle and it is expected that between 125 to 150 miles per week will be driven associated with the services provided to the County. Specifically, the County will utilize the Consultant for work as described in the following tasks. County will pay only this direct expense for auto transportation in connection with this type of work at a rate established by the County.

Consultant staff may be assigned various traffic signal and operational citizen service requests for investigation and completion throughout the County. Creation, Testing, and Monitoring of Signal Timings Consultant staff will be asked to assist County personnel by developing traffic signal timings for new installations and phasing modifications at existing locations as necessary. Consultant staff may also be asked to work peak period shifts in the Traffic Control Center. These shifts are from 7:00am to 9:00am and 4:00pm to 6:00pm or as needed.

ITS/ATMS Integration Services shall include the addition of network devices, updating master plans, writing, or amending specifications and other tasks as deemed necessary to improve, extend, modify, and repair the County's ITS/ATMS network.

Travel Demand Modeling

Develop, refine and apply the Atlanta Regional Commission's regional multimodal travel demand model. Use refined and specialized travel demand models such as mesoscopic and microscopic models, various network analysis models, simulation software and GIS systems to plan transportation improvements.

The consultant may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area.

Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.

E. **Plan Submittals**

For all categories, the following plan set submittal schedule shall be followed unless otherwise directed by GCDOT:

- Concept Plan – 3 full size (possibly color on aerial) and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
- Preliminary Plan(s) – 3 full size sets and 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
- ROW Plans – 3 full size sets and 3 half size sets, if separate set, and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
- 90% Plans – 3 full size sets and 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
- Final Plans – 3 full size sets, 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent

The consultant is expected to handle the plan submission, walk-through and approval process to obtain development permit(s) as appropriate.

The consultant shall comply with the following electronic design and deliverable requirements:

- **OpenRoads Designer Version.** All DGN project deliverables shall be developed and submitted using the GDOT-approved version of OpenRoads Designer (ORD) in effect at the time of the applicable submittal, unless otherwise directed by the GCDOT.
- **3D Model.** The consultant shall provide the project 3D model file with each applicable submittal. The 3D model shall be provided for informational purposes only and shall not be considered a standalone contract deliverable for construction.
- **Template Library.** The consultant shall provide a file named GCDOT_Design.itl containing all templates required for the project.
- **Corridor Files.** Individual corridor files shall not exceed one (1) mile in length. The consultant shall divide corridor files as necessary to comply with this requirement.
- **Deed Files.** The consultant shall provide deed (.OUT) files for all easements and right-of-way to be acquired as part of the project.
- **QA/QC Documentation.** The consultant shall provide QA/QC redlines in PDF format with each major project submittal. The redlines shall document the review and quality-control process performed by the consultant.
- **Electronic Submittal.** All project deliverables shall be submitted through the designated GCDOT ftp site or other electronic submission platform identified by the GCDOT. GCDOT reserves the right to modify the designated submission platform during the contract period.
- **GCDOT Standards and File Naming.** The consultant shall comply with the current GDOT Electronic Data Guidelines (EDG) and all applicable GDOT electronic design and file-management standards. Unless otherwise directed by the GCDOT, project file names shall be modified to replace references to "GDOT" with "GCDOT." The consultant shall use the current standard Gwinnett County border for all applicable plan sheets, e.g., F0123401_01.dgn, F0123401GEOM.dgn.
- **Updated Standards and Requirements.** The consultant shall comply with the latest applicable design standards, guidelines, procedures, file requirements, and plan presentation requirements issued by GCDOT during the contract period. Such requirements may supersede the requirements stated herein. This includes, but is not limited to, revisions associated with roundabout design standards and the Plan Presentation Guide. The consultant shall incorporate such revisions into subsequent project deliverables as directed by the GCDOT.
- **Availability of Key Personnel.** All key personnel identified in the consultant's proposal shall be available to attend in-person meetings upon request by GCDOT. The consultant shall ensure that key personnel remain available throughout the duration of the project as necessary to fulfill the requirements of the contract. Any proposed changes to key personnel shall be subject to GCDOT's approval and shall not adversely affect the consultant's ability to perform the required services.
- **Project Manager Attendance.** The project manager assigned to the project shall attend all required project kickoff meetings and field plan reviews in person. The project manager shall also attend other project meetings as requested by GCDOT when the project manager's participation is necessary to address project-related matters.
- **Performance Management Meetings.** GCDOT may require the consultant and applicable key personnel to attend in-person performance management meetings when deficiencies in project performance, quality, responsiveness, deliverables, or compliance with contract requirements are identified. Attendance at such meetings shall be considered part of the consultant's overhead and shall be provided at no additional cost to the project or GCDOT. The consultant shall not submit a request for additional compensation or a change order for attendance at performance management meetings required under this provision.
- **GDOT Field Plan Review (FPR) Documentation.** At any time during the performance evaluation process, GCDOT may require the consultant to provide copies of the highest and lowest GDOT Field Plan Review (FPR) score sheets from projects managed by the project manager or performed by the proposed key personnel. The consultant shall provide the requested FPR documentation within five (5) business days of GCDOT's request.

Note: Additional electronic versions, information and files may be requested depending upon scope and size of project.

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

CODE OF ETHICS AFFIDAVIT

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

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

1._____
(Company Submitting Bid/Proposal)

2. (Please check ☑ **one** box below)

☐ No information to disclose *(complete only section 4 below)*

☐ Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name

4.

BY:_____
Authorized Officer or Agent Signature

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this

_____ day of _____, 20____

_____
Notary Public

(seal)

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

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

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

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

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

_____ _____
E-Verify * User Identification Number Date Registered

_____
Legal Company Name

_____
Street Address

_____
City/State/Zip Code

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

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

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

_____
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).

Failure To Return This Page As Part of Your Proposal Document May Result In Rejection of Proposal

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 _____

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

ALTERNATE REFERENCE

Gwinnett County requests one (1) alternate reference where work of a similar size and scope has been performed within the past five years. Alternate references may be contacted if the County is unsuccessful in reaching one or more of the references provided on the Reference Sheet.

1. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Dates _____

   Contact Person _____ Telephone _____

   E-Mail Address _____

Failure To Return This Page As Part of Your Proposal Document May Result In Rejection of Proposal

GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION
NON-CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of engineering services for property owners adjacent or contiguous to any road project assigned by Gwinnett County, during the active life of such project, without prior approval by Gwinnett County. Further, I additionally certify that if we already have an engineering Contract(s) with property owner(s) adjacent or contiguous to a road project assigned to Gwinnett County, we will notify Gwinnett County and will either reject the County assignment, or cancel the property owner already in effect if so directed by the Gwinnett County Board of Commissioners. In no case will our firm utilize our knowledge of on going Gwinnett County Road Improvement Programs for professional gain, during the active life of such program.

NAME _____

TITLE _____

DATE _____

WITNESS: _____

NAME _____

TITLE _____

DATE _____

Company Name _____

(RETURN FEE SCHEDULE IN A SEPARATELY SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE
CATEGORY A
PEDESTRIAN /BIKEWAY IMPROVEMENT DESIGN SERVICES

ITEM #	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Principal-In-Charge					
2	Project Manager					
3	Engineer, Senior					
4	Engineer					
5	Engineer, Associate					
6	Technician					
7	CADD Technician					
8	Administrative Support					
9	Landscape Architect, Senior					
10	Landscape Architect					
11	Surveyor, Principal					
12	Surveyor, Senior					
13	Surveyor, Project					
14	Survey Crew					
15	Aerial Survey					
16	Mobile Scanner					
17	SUE Crew					
18	Vacuum Excavation Crew					
19	Planner, Principal					
20	Planner, Senior					
21	Planner					

Please confirm the job positions in your organization that would be working on GCDOT work to the titles named above. **There shall be no substitution or additional position titles other than those listed on each category. This is to include any subcontractors as well.** The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal. All overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into the hourly rates. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

Consultant has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract. No modifications to the Contract will be permitted. Failure to check "Yes" below may result in your proposal being deemed non-responsive.

_____ Yes _____ No

Company Name _____

(RETURN FEE SCHEDULE IN A SEPARATELY SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE

CATEGORY B

MAJOR ROADS, MINOR ROADS AND INTERSECTION IMPROVEMENT DESIGN SERVICES

ITEM #	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Principal-In-Charge					
2	Project Manager					
3	Engineer, Senior					
4	Engineer					
5	Engineer, Associate					
6	Technician					
7	CADD Technician					
8	Administrative Support					
9	Landscape Architect, Senior					
10	Landscape Architect					
11	Surveyor, Principal					
12	Surveyor, Senior					
13	Surveyor, Project					
14	Survey Crew					
15	Aerial Survey					
16	Mobile Scanner					
17	SUE Crew					
18	Vacuum Excavation Crew					
19	Planner, Principal					
20	Planner, Senior					
21	Planner					

Please confirm the job positions in your organization that would be working on GCDOT work to the titles named above. **There shall be no substitution or additional position titles other than those listed on each category. This is to include any subcontractors as well.** The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal. All overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into the hourly rates. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

Consultant has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract. No modifications to the Contract will be permitted. Failure to check "Yes" below may result in your proposal being deemed non-responsive.

Yes No

Company Name _____

(RETURN FEE SCHEDULE IN A SEPARATELY SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE

CATEGORY C

COST TO CURE DESIGN SERVICES

ITEM #	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Principal-In-Charge					
2	Project Manager					
3	Engineer, Senior					
4	Engineer					
5	Engineer, Associate					
6	Technician					
7	CADD Technician					
8	Administrative Support					
9	Landscape Architect, Senior					
10	Landscape Architect					
11	Surveyor, Principal					
12	Surveyor, Senior					
13	Surveyor, Project					
14	Survey Crew					
15	Aerial Survey					
16	Mobile Scanner					
17	SUE Crew					
18	Vacuum Excavation Crew					
19	Planner, Principal					
20	Planner, Senior					
21	Planner					

Please confirm the job positions in your organization that would be working on GCDOT work to the titles named above. **There shall be no substitution or additional position titles other than those listed on each category. This is to include any subcontractors as well.** The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal. All overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into the hourly rates. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

Consultant has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract. No modifications to the Contract will be permitted. Failure to check "Yes" below may result in your proposal being deemed non-responsive.

_____ Yes _____ No

Company Name _____

(RETURN FEE SCHEDULE IN A SEPARATELY SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE

CATEGORY D SURVEY SERVICES

ITEM #	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Principal-In-Charge					
2	Project Manager					
3	Engineer, Senior					
4	Engineer					
5	Engineer, Associate					
6	Technician					
7	CADD Technician					
8	Administrative Support					
9	Surveyor, Principal					
10	Surveyor, Senior					
11	Surveyor, Project					
12	Survey Crew					
13	Aerial Survey					
14	Mobile Scanner					
15	SUE Crew					
16	Vacuum Excavation Crew					

Please confirm the job positions in your organization that would be working on GCDOT work to the titles named above. **There shall be no substitution or additional position titles other than those listed on each category. This is to include any subcontractors as well.** The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal. All overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into the hourly rates. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

Consultant has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract. No modifications to the Contract will be permitted. Failure to check "Yes" below may result in your proposal being deemed non-responsive.

_____ Yes _____ No

Company Name _____

(RETURN FEE SCHEDULE IN A SEPARATELY SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE

CATEGORY E

TRAFFIC ENGINEERING AND ITS/ATMS ENGINEERING DESIGN SERVICES

ITEM #	BILLING CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	Principal-In-Charge					
2	Project Manager					
3	Engineer, Senior					
4	Engineer					
5	Engineer, Associate					
6	Technician					
7	CADD Technician					
8	Administrative Support					
9	Surveyor, Principal					
10	Surveyor, Senior					
11	Surveyor, Project					
12	Survey Crew					
13	Aerial Survey					
14	Direct Expense of Mileage for auto transportation ONLY in connection with field work listed in Category G (125 to 150 miles per week)	**RATE WILL BE ESTABLISHED BY GWINNETT COUNTY**	**RATE WILL BE ESTABLISHED BY GWINNETT COUNTY**	**RATE WILL BE ESTABLISHED BY GWINNETT COUNTY**	**RATE WILL BE ESTABLISHED BY GWINNETT COUNTY**	**RATE WILL BE ESTABLISHED BY GWINNETT COUNTY**

Please confirm the job positions in your organization that would be working on GCDOT work to the titles named above. **There shall be no substitution or additional position titles other than those listed on each category. This is to include any subcontractors as well.** The new demand service contract will ONLY pay on hourly rates submitted as part of this proposal. All overhead, profit, and direct charges such as, but not limited to, document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage, and computer usage expenses must be rolled into the hourly rates. All sub-consultant fees are to be billed at rates identified in the above fee schedule.

Additionally, on an as needed basis, the consultant may be asked to provide staff to work as an extension of GCDOT to assist and complement existing County staff in the Traffic Signals & ITS Section. The desired field work will require the use of the Consultant's vehicle and it is expected that between 125 to 150 miles per week will be driven associated with the services provided to the County. Specifically, the County will utilize the Consultant for work as described in the following tasks: Investigation and Completion of Citizen Service Request, Creation, Testing & Monitoring of Signal Timings, and Complement Staff during Peak Hours in the Traffic Control Center. County will pay only this direct expense for auto transportation in connection with this type of work at a rate established by the County.

Consultant has carefully reviewed the Contract, can meet all insurance and other requirements, and if selected, will sign the Contract. No modifications to the Contract will be permitted. Failure to check "Yes" below may result in your proposal being deemed non-responsive.

_____ Yes _____ No

Company Name _____

Failure To Return This Page As Part of Your Proposal Document May Result In Rejection of Proposal

FIRM INFORMATION –
Please include this page as part of the proposal document and NOT with the Fee Proposal

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

Addendum No. #	Date

Certification Of Non-Collusion in Proposal Preparation_____
(Signature) (Date)

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one-hundred-twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Firms 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 proposers.

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

Address_____

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

Representative Signature_____

Print Authorized Representative's Name_____

Telephone Number_____ Fax Number_____

E-Mail Address_____

Sample Project Scope Description & Fee Proposal

ATTACHMENT F

Date

SAMPLE PROJECT SCOPE DESCRIPTION & FEE PROPOSAL

GCDOT Project Manager (PM)
Gwinnett County Department of Transportation (GCDOT)
75 Langley Drive
Lawrenceville, GA 30046

RE: GCDOT Project Name, GCDOT Project Number

Dear GCDOT (PM),

This letter outlines our understanding of the engineering services required for the referenced project based on our meeting, pre-concept drawing and subsequent personnel's site visit on _____ date.

The attached engineering fee proposal is based on the following project design parameters:

- Project Description – This design is for realignment of the existing non-signalized intersection of Generic Road and Generic Parkway. Scope includes realigning 2-lane rural Generic Road for approximately __ ____' to intersect with existing 2-lane urban Generic Parkway at a 90 degree angle approximately ' east of the existing intersection, as well as, improving substandard horizontal curve on Generic Road for approximately _____'.
- Deliverables include 3 alternate concept layouts, preliminary plans and attend preliminary field plan review (PFPR), right-of-way plans, 90% final plans and a final plan submittal. No public information meeting or layouts included. A construction cost estimate will be provided for concept, preliminary and final plans.
- Approximately _____' of rural open ditch design will be required on Generic Road and approximately _____' of closed drainage system design will be required for Generic Parkway.
- Will require relocating approximately _____' of an existing 8" waterline north of Generic Parkway due to widening of the existing roadway on the north side of the road. Gwinnett County GIS shows water line location and no sewer lines located within the project limits, therefore, water line relocation design fee is included in the fee proposal. Design based off as-built information provided by GCDOT from Gwinnett County Department of Water Resources (GCDWR).
- A traffic study is included for concept development, including warrant analysis.
- ____ parcels identified for potential impact of right-of-way and/or easements.
- Rural typical sections, guardrail and 2:1 slopes will be utilized to minimize property impacts.
- Generic Parkway is currently posted at 45 mph and will be the design speed, Generic Road is posted at 35 mph and will be the design speed.
- A maximum superelevation of 4% for all roads is proposed to be utilized.
- No sidewalks or pedestrianization of proposed intersection is included.
- Project survey limits are based on an approximate minimum width of _____' for the length of the project.
- The existing _____ cross drains are reinforced concrete pipe (RCP). Their condition will be evaluated and a replacement recommendation will be provided to GCDOT personnel.
- A construction road closure is not allowed for this project; therefore, traffic will be maintained through project during construction. Two phases are proposed. Phase 1, build intersection and widen to north of Generic Parkway. Phase 2, shift traffic to inside lane and widen to outside of Generic Parkway. Maintenance of traffic (MOT) plans are included in the plan set.
- More than 1 acre is expected to be disturbed; therefore, Comprehensive Monitoring Plans (CMP) per NPDES permit GAR 100002 will be provided.
- The project, including signs and cross drains, will be videoed and photographed to establish existing conditions and provided to GCDOT personnel for their use.
- Utility coordination and incorporation of their designs are included in plan development.
- Construction Inspection, Historical, Environmental and Geotechnical to be provided by GCDOT.

The fee proposal for the described engineering design is attached. Please contact me if you have any questions about the submitted information.

Sincerely,
Consultant Project Manager

GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION

Phase I. Concept Plans Fee Estimate

	PHASE & TASK	Pnnipaln Charge	PrOecl Manager	Engineer Senior	Engineer	Technician	Suieyo‹, PrJnciDal	Suweyor, Senior	Surveyor, Project	Survey Crew	CADD Technician	Admin Support
1.1.0	Site Visit											
1.1.1	Traffic Study											
1.1.2	Environmental Study											
1.1.8	Concept Design/Validation											
1.1.4	Concept Reoort/Cost Estimate											
1.1.5	Informational Displays											
	Estimated Hours	0.0	0.0	0.0	0.0	0 0	0.0	0,0	0.0	0.0	0.0	0.0
	COSt	$0.00	$0 00	80.00	50.00	s0.00	S0 00	$0 00	S0 00	$0.00	s 00	50.00

Phase I ree= $0.00

GWINNETT COUNTY OEPARTMENT OF TRANSPQRTATION

Phase II. Data Base Preparation

	PHASE &TASK	Principal in Gharpe	Project Manager	Engineer, Senior	Engineer	Technician	Surveyor, Principal	Surveyor, Senior	Surveyor, Project	Survey Crew	CADD Technician	Admin Support
2.1	Coordination & Project Management											
2.2	Prooerty Research/Data Book-25+/- Parcels											
2.3	EstaÖlish Horszonlal & Vertical Control											
2.4	Topographical Survey											
2.S	Property 8 R/W Resolution											
2.6	QC/QA											
2.7	Conversion ta CAICe											
2.8	Utitan GJS Research											
	Max Hours	0.0	0.0	0.0	0.0	0.0	0.0	00	0.0	0.0	0,0	0.0
	Unit lee	SOOO	$0.00	50 00	$0.00	$0.00	$0 00	5000	SOOO	$0.00	$0.00	50.00
	PHASE Total											

Phase II. Data Base Preparatjon Fee= 50.00

GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION

Phase III. Preliminary Plans Fee Estimate

	PHASE & TASK	Principal in Charge	Project Manager	Engineer, Senior	Engineer	Technician	Surveyor, Principal	Surveyor, Senior	Surveyor, Project	Survey Crew	CAOD Technician	Admin Support
3.0	PRELIMJNARY PLANS											
3.1	ROADWAY PLANS											
3.1.01	Develop Surface Typical sections											
3.1.02	Mathemitize Horizontal Geometries											
3.1.03	Mathemitize Vertical Geometries											
3.1.04	Develop Cross Sections (50 foot)											
3.1.05	Drainage Design & Analysis											
3.1 .Q6	Develop Gonst. Staging/MOT											
3.1.07	TraWic Engineering Reports/Coordination											
3.1.08	Develop Intersection Layouts											
3.1.09	Develop PreiJm.R/\/V & Easement (25 parcels)											
3.1.10	Develop Sediment & Pollution Plans											
3.1.11	Roadway Plan Production											
	Cover Sheet											
	Typical Sections Sheet											
	Construction Layout Sheets											
	Plan sheets											
	Drainage Area Maps											
	Drainage Design & Profile Sheets											
	Construction Staging Plan & Profile Sheets											
	Driveway Profile Sheets											
	Signing & Marking Plans											
	Utility Plan Sheets (set-up and cad)											
	Cross Section Sheets											
	Erosion Control Sheef											
3.1.12	Develop Quantities & Cost Estimate											
3.1.13	Perform Quafity Assurance Review											
3.1.14	Submit Plans for Review											
3.1.15	Attend Prelirr\inary Field Plan Review											
3.1.1E	Prepare PFPR Response Report											
3.1.1-7	Address P*PR Comments											
3.1.18	Utility Coordination with Utility Companies											
3. .19	Coordinafion Meetings											
	Estimafed Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Cost	S0 00	S0 00	$0.00	SO.0U	T0.00	40.00	50.00	50.00	50.00	$0.00	50.00

Ph ase III Fee = $0. 00

GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION

Phase IV. Final P|ans Fee Estimate

	PHASE & TASK	Principal in Charge	Project Manager	Engineer, Senior	Engineer	Technician	Surveyor, Principal	Surveyor, Senior	Surveyor, Project	Survey Crew	CADD Technician	Admln Support
4.0	FINAL CONSTRUCTION PLANS											
4.1	ROADWAY PLANS											
4.1.01	QUANTITY CALCULATIONS											
4.1.02	SPECIAL PROVISIONS											
4.1.03	SPECIAL CONSTRUCTION DETAILS											
4.1.0	FINALIZE DRAINAGE DESICN											
4.1.05	ROADWAY PLAN PRODUCTION											
	COVER SHEET REVISIONS											
	INDEX SHEET											
	TYPICAL SECTIONS REVISIONS											
	SUMMARY OF QUANTITIES REVISIONS											
	DETAILED ESTIMATE REVISIONS											
	TRAFFIC FLOW DIAGRAMS											
	CONSTRUCTION LAYOUT SHEET											
	ROADWAY PLANS (MAINLINE & SIDE STREETS)											
	ROADWAY PROFILES (MAINLINE & SIDE STREETS)											
	DRIVEWAY PROFILES											
	DRAINAGE AREA MAPS											
	DRAINAGE PROFILES											
	CONSTRUCTION STAGING/MOT PLANS REVISIONS											
	WETLAND MITIGATION PLANS											
	UTILITY PLANS GOMMENT INCOR ORATION											
	SIGNING & MARKING PLANS REVISIONS											
	TRAF*IG SIGNAL PLANS											
	CROSS SECTIONS REVISIONS											
4.1.0G	FINAL DETAILED COST ESTIMATE											
^.1.0+	^INAL QA/QC REVIEW											
4.1.08	SUBMIT FINAL PLANS											
^ 1.09	ATTEND FFPR											
4. .10	ADDRESS FFPR COMMENTS											
4. .1	COORDINATION W/ DISTRICT OFFICES											
4 12	MEETINGS											
4 1.13	RIGHT OF WAY & EASEMENT TABLES (+/-25 parcels											
	Estimated Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	cost	$o oo	so oo	so oo	z0 oo	so oo	$0.00	$0.00	50.00	$0.00	$0.00	50.00

Phase IV Total= $0.00

Phase V. Additional Services												
Waterline Replacement - Backing Data												
PHASE & TASK		Principal n Charpe	Project Manager	Engineer, Senior	Engineer	Technician	Surveyor, Principal	Surveyor, Senior	Surveyor, Project	Survey Crew	GADD Technician	Admin Support
5.5 14	Site Visit											
	Water Line Reofacement Design (8")											
	Sewer Line Replacement Design											
	Estimated Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0 00	$0.00	$0 OO
										So btotal		$0.00

Plan Revisions due to R/W negotiations - Backing Data												
PHASE & TASK		Prfncioal in Charge	Project Manager	Engineer, Senior	Engineer	Technician	Surveyor, Pr1ncipal	Surveyor, Senior	Surveyor, Project	Survey Crew	CADD Technician	Admin Support
'2.5.5	Plan Revisions from R/W negotiations											
	Estimated Hours	0.0	0.0	00	00	0.0	0.0	0.0	0.0	0.0	0.0	00
	Cost	B0.00	60.00	S0.00	S0.00	$0.00	$0.00	S0.00	$0.00	TO.00	SO.00	s0.00
										Subtotal		$0.00

ATTACHMENT G
Acme Engineering
123 Gwinnett St
Lawrenceville, GA 30045

Gwinnett County Department of Transportation
75 Langley Dr.
Lawrenceville, GA 30046

Gwinnett County DOT
Project Manager:

Pay Statement Number:
Work Authorization Number

Bid Number: RPXXX-10
Invoice Date.
Invoice Number:
"roject Name:
Project No:
P.O. NumDer:
Dates covered by invoice:
SRM Contract Number

Phase 1: Concept Plans	Total Contract By Phase	Total Contract Hours	Total Hours This Invoice	Total Hours Precious Invoice	Total Hours Remainінр	Hourly Rate	Total This Invoice	Total Precious Invoice	TotaJ Remaining
Principal in Charge Pro ect Manager Engtneer, Senior Admin Support									
Subtotp		XXXX	XXXX	xXXX	XXXX		XXXX	XXXX	XXXX

SAMPLE INVOIC

Phase 2: Database Preparations	Total Contract By Phase	Total Contract Hours	Total Hours This Invoice	Total Hours Previous Jnvoice	Total jours Remaining	Hourly Rate	Total Tt\is Invoice	Total Precious Invoice	Total Remaining
Surveyor, Principal Surveyor, Senior CADD Techni0ian Admin Suppon									
Subtotal		XXXX	XXXX	XXXX	XXXX		XXXX	XXXX	XXRX

Phase 3: Preliminary Plans	Total Contract By Phase	Total Contract Hours	Total Hours This Invoice	Total Hours Previous Invoice	Total Hours Remaining	Hourly Rate	Total This Invoice	Total Previous Invoice	Total Remaining
Principal in Charge Project Manager Engineer, Senior Admin Supoort									
Subtotal		XXXX	XXXX	XXXX	XXXX		XXXX	XXXX	XXXX

SAMPLE INVOI

Phase 4: Final Plans	Total Contract By Phase	Total Contract Hours	Hours Thie Invoice	Hours Previous Invoice	Total Hour's Remaining	I-hourly Rate	Total This Invoice	Total Previous Jnvoice	Total Remaining
Project Manager Engineer, Senior Admin Supoort									
Subtotal		XXXX	XXXX	XXXX	XXXX		XXXX	XXXX	XXXX

Phase 5: Mise Servir es	Total Contract By Phase	Total Contract Hours	Total Hours This Invoice	Total Hours Precious Invoice	Total Hours Remaining	Hourly Rate	Total This Invoice	Total Precious Invoice	Total Remaining
Principal in Charge Project Manager Engineer, Senior Admin Support									
Subtotal		XXXX	XXXX	XXXX	XXXX		XXXX	XXXX	XXXX

SAMPLE INVOICE

Contract Total	Total Contract By Phase	Total Contract Hours	Total Hours This Invoice	Total Hours Previous Invoice	Total Hours Remaining	Hourly Rate	Total This Invoice	Total Previous Invoice	Total Remaining
Principal in Charge Project Manager Engineer, Senior Admin Support									
Subtotal		XXXX	XXXX	XXXX	XXXX		XXXX	XXXX	XXXX

Total Precious Invoice: _____
Total This Invoice: _____

Total Contract Amount: _____
Total inception to Date: _____
Contract Balance Remaining: _____

Project Manager or Contact: _____
(Signature)

GWINNETT COUNTY
FINANCIAL SERVICES | RISK MANAGEMENT

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(FOR PROJECTS LESS THAN $5,000,000)

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

A. **Minimum Coverage**

Commercial General Liability (Occurrence Form):

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

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

Automobile Liability to include:

Combined Single Limit – Each Accident	$1,000,000

- 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):

Each Occurrence and Aggregate Limit	$1,000,000

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

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

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the

performance of 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.

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: $1,000,000 limit of insurance
General Aggregate: $2,000,000 limit of insurance

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law. Could add "or scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as The County may designate", then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

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

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

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

Occurrence Limit	$5,000,000

- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.

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

Riggers Liability Insurance:

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

Crime or Fidelity Insurance:

Limit of Insurance	$1,000,000

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

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.

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

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

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

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an additional insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Crane and Aviation (if applicable) 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-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.

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.
*See above note regarding Professional Liability

G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.

H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.

I. All insurance coverage required to be provided by the Contractor will 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. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents 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 records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.

O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not

relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.

P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.

R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

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

SAMPLE MULTI-YEAR CONSULTANT CONTRACT

RP001-27, Transportation Consultant Demand Professional Services on a Multi-Year Contract

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

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

1. **TERM:**
   The services to be performed under this Agreement shall commence on _____. The initial term of this Agreement shall be through **December 31, 2027**. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of **five (5)** years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

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

3. **PERFORMANCE:**
   Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal.

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

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

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

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

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

8. TERMINATION FOR FUND APPROPRIATION:

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

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

10. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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

14. MERGER CLAUSE:

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

(Signature Next Page)

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

GWINNETT COUNTY, GEORGIA

By:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

CONSULTANT:_____

BY:_____
Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name
Corporate Secretary

(Seal)

GENERAL CONDITIONS
TO CONSULTANT AGREEMENT
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1. DEFINITIONS
Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

1.1 COUNTY-means Gwinnett COUNTY, Georgia, a political subdivision of the State of Georgia.

1.2 Supplemental Agreement-means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 Contract-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 Agreement Execution-means the date on which CONSULTANT executes and enters into a Agreement with COUNTY to perform the Work.

1.5 Agreement Price-means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

1.6 Contract Time-means the period of time stated in this Agreement for the completion of the Work.

1.7 CONSULTANT-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.

1.9 Drawings-means collectively, all the drawings, receipt of which is acknowledged by COUNTY, listed in this Agreement, and also such supplementary drawings as the CONSULTANT may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

1.10 Specifications-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

1.11 Subconsultant-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subconsultants at any tier to provide a part of the Work called for by this Agreement.

1.12 Work-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

2. CONTRACT DOCUMENTS

2.1 List of Documents

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

2.2 Conflict and Precedence

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

1. Supplemental Agreements

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

3. CHANGES AND EXTRA WORK

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

4. PERSONNEL AND EQUIPMENT

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

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

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

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation.

Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. FINDINGS CONFIDENTIAL

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

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

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

7. TERMINATION OF AGREEMENT FOR CAUSE

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

8. TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the

extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

11. COVENANT AGAINST CONTINGENT FEES

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

COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. INSURANCE

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

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

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

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

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

13. PROHIBITED INTERESTS

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

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

14. SUBCONTRACTING

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

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

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

SPECIAL PROVISIONS
TO CONSULTANT CONTRACT

Article

1. Scope of Services
2. Period of Services
3. Compensation for Consultant Services
4. Sub-consulting
5. Change of Address and Personnel

1. SCOPE OF SERVICES

1.1. The CONSULTANT, **upon written authorization to proceed from the DEPARTMENT**, agrees to perform such services as described in the proposal. The scope of each work authorization shall be determined by the DEPARTMENT with assistance from the CONSULTANT.

1.2. Each specific work authorization to be performed under this Contract shall be specifically defined and its cost presented as a **not-to-exceed total**. The specific work task to be performed shall be set forth in the letter of work authorization. **The not-to-exceed fee amount will be determined in accordance with the fee schedule.**

2. PERIOD OF SERVICES

2.1. **The completion schedule for each phase or work task of the project shall be mutually agreed to by the DEPARTMENT and the CONSULTANT prior to written authorization to proceed**. The CONSULTANT shall recognize that time is of the essence.

2.2. The effective date of this Contract shall be the date said Contract is signed by the Chairman of the Gwinnett County Board of Commissioners. The term of this Contract shall be twelve months from the effective date of the first fully executed Contract at which time it **shall terminate with no further obligation of the COUNTY, unless renewed as provided herein**,

This Contract is renewable for up to four additional one-year periods upon approval by the Gwinnett County Board of Commissioners. This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the COUNTY under this Contract.

3. COMPENSATION FOR CONSULTANT SERVICES

3.1. For each specific work authorized under Section I above, the DEPARTMENT shall pay the CONSULTANT on the basis of actual time worked on the project, times the hourly rates for the particular categories of personnel working on the project. Each invoice shall be accompanied by a letter progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the PROJECT execution. The Fee Proposal and Project Scope Description shall be similar to the format as shown in ATTACHMENT F or as approved by the COUNTY. For Work Authorizations, which may involve multiple years and multiple rates, CONSULTANT should prepare Fee Proposal based on anticipated schedule of plan production.

The CONSULTANT shall not perform work on any phase or task of the project that will result in costs that will exceed the estimated budget specified for such work authorization **without the written consent of the DEPARTMENT**.

3.2. All invoices submitted by the CONSULTANT shall be detailed to reflect hours per task by personnel category at the billing rates as referenced in the Proposal Schedule attached hereto and made a part hereof by reference. The billing rates shall include all other direct charges. **There shall be no lump sum billing for any work performed**. Invoices shall be similar to the format as shown in ATTACHMENT G.

3.3. There will be **no payments for overtime billing**. Overtime may be performed at the discretion of the CONSULTANT but the premium time portion of the **overtime will not be billed**.

3.4. The CONSULTANT shall bill for its services on a monthly basis for work completed in accordance with Section 3.1 for each work authorization. Requests for payment shall be submitted in the form required by the DEPARTMENT (see ATTACHMENT G). **Invoices for payment shall be submitted directly to Department of Transportation, 75 Langley Drive, Lawrenceville, GA 30046, or as directed by COUNTY.** Payment of invoices will follow the County policies and/or procedures. If the DEPARTMENT objects to all or any portion of an invoice, the DEPARTMENT shall so notify the CONSULTANT within thirty (30) working days after receipt of invoice, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment will be made in the amount of sums earned less previous partial payments. For the purposes of this Section 3.4, "working day" shall mean any day other than Saturday, Sunday, any legal holiday or any day where the DEPARTMENT may be closed to business for the public due to an emergency.

3.5. Final Payment: Upon completion by the CONSULTANT of the work, including the receipt of any final written submission of the CONSULTANT and the approval thereof by the authorized DEPARTMENT representative, the DEPARTMENT will pay the CONSULTANT all amounts earned. The COUNTY incurs no obligation to pay the consultant for 100 percent of the not-to-exceed amount. **Payment will only be made for the amounts earned**. The DEPARTMENT will notify the CONSULTANT when final payment is made. The CONSULTANT agrees that acceptance of final payment shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Contract, and for any and all work done, and labor and materials furnished, in connection with same.

3.6. Year End Invoicing: Gwinnett County's fiscal year is the same as the calendar year. The consultant shall make every effort to submit all back and current invoices to the Department of Transportation for any work done under this contract by December 31st of the contract year. This is to bring all invoices up to date for the County's fiscal year. Time is very crucial during Year End; please make sure corrections or revisions are not necessary on invoices. Please do NOT send the DEPARTMENT a copy of the invoice as this may create confusion. The consultant shall be notified in writing if additional year end time is allowed for invoicing. No invoices for work done in a prior year shall be submitted without the express written consent of the DEPARTMENT.

4. SUB-CONSULTING

The CONSULTANT shall not sub-contract any part of the work covered by this Contract or permit sub-contracted work to be further sub-contracted without the DEPARTMENT'S prior written approval. **The work of sub-consultants will be itemized and billed at the specified rates.**

5. CHANGE OF ADDRESS AND PERSONNEL

5.1. Each party to this CONTRACT within Thirty (30) days after the effective date of any change of the addresses shall provide written notice of such change of address to the other party.

5.2. No changes or substitutions shall be permitted in the CONSULTANT'S key personnel as set forth herein without the prior written approval of the DEPARTMENT.

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 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 then 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 on 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 may 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 prosper, 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 employes 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 EO2011, 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 Langley Drive, Lawrenceville, Georgia, 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.