
75 Langley Drive • Lawrenceville, GA 30046-6935 (tel) 770.822.8720 • (fax) 770.822.8735





INVITATION TO BID BL081-18

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Purchase and Installation of Fence on an Annual Contract** with four (4) options to renew for various Gwinnett County Departments.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **August 31, 2018** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Dana Garland, CPPB, Purchasing Associate III, at dana.garland@gwinnettcounty.com or by calling 770-822-8723, no later than **August 17, 2018**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

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

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

All companies submitting a bid will be notified in writing of award.

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

Dana Garland

Dana Garland, CPPB Purchasing Associate III



I. GENERAL SPECIFICATIONS

a. Scope of Work

The Gwinnett County Board of Commissioners is seeking bids from qualified contractors for the purchase and installation of various types of fence at various Gwinnett County facilities. Work may include but not be limited to demolition or repair of existing and installation of new fence systems. Gwinnett County reserves the right to award to more than one contractor.

b. **General Requirements**

- 1. The successful contractor shall warrant both materials and workmanship. If any work is found defective or not in accordance with the specifications or applicable codes and standards, the contractor shall correct warranted work promptly after notification from the County to do so. Labor shall carry a one year warranty. The County will not be liable for payment for materials or labor associated with defective work or work not in accordance with the specifications.
- 2. Work must begin within 10 business days of and be completed within 30 days of purchase order date unless otherwise mutually agreed upon, in writing, by the vendor and Gwinnett County staff. Refer to General Instructions for Bidders, Terms & Conditions, Section XII Delivery Failures attached.
- 3. Emergency requests (safety issues) must be completed the same day. Gwinnett County shall be the sole determinate of emergencies. This would not be a common occurrence.
- 4. When you enter unit prices, do not exceed 2 decimal points.
- 5. The approximate annual quantities shown on the bid schedule are only **estimates**. The actual amount of work may be less than or may exceed these quantities.
- 6. For new fence installations over \$10,000.00, Gwinnett County reserves the right to solicit competitive quotes to ensure that pricing is in the best interest of the County.
- 7. Rental Equipment: The cost to rent equipment that is not part of the normal equipment used to install/repair typical fencing shall be reimbursed by the County at cost with no markup allowed. Additionally, rental receipts must be attached to your invoice. Reimbursement will not occur without receipts. Prior approval by a County Representative must be obtained in advance.

8. Quality Assurance:

- a. Provide fences and gates as complete units produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings for consistent quality in appearance and physical properties.
- b. Installation shall be performed by a fence installer with demonstrated and verifiable experience within the last three years (2015-2018).
- c. Materials and installation shall comply with the following standards:
 - i. American Society of Testing and Materials, (ASTM)
 - ii. Chain Link Manufacturer Institute, (CLMI)
 - iii. American Wood Preservers Association Standards

9. Delivery, Storage and Handling:

- a. Deliver chain link fence materials in the manufacturer's original packaging with tags and labels intact and legible (for Section J Wood Barrier, AWPB Quality Mark Requirements).
- b. Handle and store material to prevent damage and deterioration.

10. Preparation and Installation:

a. Verify existing conditions before beginning work. Any discrepancies between plans and existing conditions should be brought to the attention of the County representative.

- b. Do not start fence work until unsatisfactory conditions are corrected.
- c. Locate all underground utilities prior to beginning work.
- d. Protect existing utilities and structures to remain. All existing items to remain must be restored to their previous condition.
- e. Where applicable, remove existing fence components and dispose of legally off-site.
- f. Locate and mark post positions.
- g. When replacing existing fence in the same location, posts shall be located in the same position as previous posts, except where existing post spacing exceeds 10'-0" on center or manufacturer's recommendation.
- h. Install the fence system in accordance with the manufacturer's installation instructions, attached drawings and/or as directed by the County representative.
- i. Provide a rigid, plumb, finished fence structure.
- j. Slope/alignment top rails on sideline and fences to be straight, true and uniform, without undulation.
- k. Drill post holes into firm, undisturbed or compacted earth. Excavated post hole dirt may be spread uniformly adjacent to fence line as approved by the County representative.
- I. Welding: Any necessary welding will be done by an experienced craftsman. Angles, heights and lines will be uniform and true. Grind welds smooth. Apply approved rust inhibitor primer (one coat). Apply two coats of approved paint for repairing galvanized finishes. Color to match adjacent pipe.

11. Cleaning:

- a. Perform cleaning during installation of the work and upon completion of the work. Remove from site all debris, wire clippings, and equipment. Repair all damage resulting from chain link fence system installation. All surrounding surfaces must be restored to their original condition.
- b. Inspect the site daily and do not leave the site without correcting any conditions caused by this work which would be hazardous to the public. Provide barricades, warning tape and other means to protect the public from hazardous conditions while work is in progress.
- 12. There shall be at least one person, in a position of responsibility, representing the contractor on site at all times that is capable of translating from English to languages used by the work force.

13. References:

Gwinnett County requests a minimum of three (3) references where services of similar size and scope have been completed in the past three (3) years.

II. SPECIFICATIONS

A. Galvanized Chain Link Fence (Section A)

1. Products

Acceptable Manufacturers

- o Acco Page Fence Division, Monessen, PA. Aluminized Steel
- o Allied Tube and Conduit Corp., Harvey, IL. Cold Rolled Steel Pipe (SS-40 Pipe).
- o Broski Brothers, Inc., Kansas City, MO. Galvanized Steel, Aluminized Steel.
- o Century Wire and Fence Co., Inc. Bladensburg, MD. Vinyl Coated Steel.
- Century Tub, Pine Bluff, Arkansas. Cold Rolled (DQ 40)
- Colorguard Corp., Raritan, NJ. Vinyl Coated Steel.
- o Davis Walker Corp., Memphis, TN. Vinyl Coated Steel.

- o P&H Tubing, Bossier City, LA. Cold Rolled Steel Pipe (SP-40).
- o Southeastern Wire, Tampa, FL. Fabric.
- o Wheatland Tube, Wheatland, PA. Schedule 40 Steel Pipe, Domestic.
- Master-Halco
- o Or approved equal.

2. Materials

- a. Chain Link Fabric: One-piece width, full height up to 12' 0", 2" mesh, 6 & 9 gauge (0.148") steel wire.
 - 1. Finish: galvanized, ASTM A392, Class I, 1.2 ounces zinc per square foot of surface; Coated after fabric fabrication.
 - 2. Selvages: Top and bottom selvages knuckled.
- 3. <u>Framework</u>: Provide manufacturer's standard roll-formed shapes, structural shapes or round pipe, except as otherwise indicated; Finish: Galvanized, ASTM A120 or A123, not less than 1.8 ounces zinc per square foot of surface.
- 4. <u>Hardware and accessories</u>: Provide manufacturer's standard hardware and accessories, except as otherwise indicated; Finish: Galvanized, ASTM A152.
- 5. Pipe weight chart: high tensile steel (SS-40) and Schedule 40 steel pipe.

Pipe Size	High Tensile Steel	Sch.40 Steel Pipe
1.66"od	1.836 lbs./lf	2.27 lbs./lf
1.90"o.d	2.281 lbs./lf	2.72 lbs./lf
2.375"od	3.117 lbs./lf	3.65 lbs./lf
2.875"od	4.640 lbs./lf	5.79 lbs./lf
3.50"od	5.706 lbs./lf	Not Available
4.00"od	Not Available	9.11 lbs./lf
6.625"od	Not available	18.97 lbs./lf

6. Components

- a. End, corner, and pull posts up to 6'-0" fabric height: 2.375" od steel pipe, 3.65 lbs./lf
- b. End, corner, and pull posts fabric over 6'-0" height: 2.875" od steel pipe, 5.79 lbs./lf
- c. Line Posts up to 6'0" fabric height: 1.90" od steel pipe, 2.72 lbs./lf
- d. Line Posts fabric over 6'0" height: 2.375" od steel pipe, 3.65 lbs./lf
- e. Gate Posts gate leaves 6'0" wide or less: 2.875" od steel pipe, 5.79 lbs. /lf
- f. Gate Posts gate leaves over 13'0" and up to 18"0" wide: 4.0" od steel pipe, 9.11 lbs./lf
- g. Gate Posts gate leaves over 18' 0" wide: 8.625" od steel pipe, 28.55 lbs./lf
- h. Rails:
 - i. 1.66" od steel pipe, 2.27 lbs./lf
 - ii. Include heavy-duty couplings for each joint. Provide necessary fittings for attaching top and bottom rail to each gate, corner, pull and end post.
- i. Bottom tension wire: 7 gauge (1.77") coiled spring wire; finish to match fabric finish.
- j. Gate frames up to 6' 0" high, and leaf width 8'-0" or less: 1.660" od steel pipe, 2.27 lbs./lf
- k. Gate frames over 6'-0" high, or leaf width exceeding 8'-0": 1.90" od steel pipe, 2.72 lbs./lf
- Tie wires: galvanized steel (aluminum ties may NOT be used). Minimum 10 gauge galvanized steel.
- m. Primer and paint for welds: Paint shall be high zinc dust content paint for repairing galvanized finishes with appropriate base primer. Color to match adjacent pipe dull at Schedule 40 and shiny at SS-40. Submit technical data for approval.

n. Post braces: Provide bracing assemblies for fences 6'-0" high or over, at each end and gate post and at each corner and at both sides of corner and pull posts.

7. Accessories

- a. Tubular post tops: Commercial grade, heavy-duty weather-tight closure caps, 1 top for each post. Provide tops with openings to accommodate top rails; finish to match framework finish.
- b. Sleeves, stretcher bars, stretcher-bar bands, clips, ties, rail ends, fasteners, fittings and accessories: Provide manufacturer's standard complying with CLMI specifications; finish to match framework finish.
- c. Concrete: ASTM C94 ready-mixed concrete, minimum 28 day compressive strength of 2,500 psi, airentrained 2% to 4%.

8. Gates

- a. Fabricate gate perimeter frames of tubular members assembled by welding or with special fittings at corners. Provide additional horizontal and vertical members to ensure proper operation and for attachment of fabric, hardware and accessories.
- b. Gate fabric: metal and finish to match fence fabric.
- c. Gate hardware: Provide manufacturer's standard hardware, complete with latches, stops, keepers and hinges complying with CLMI specifications. Provide hardware of sufficient design and strength for satisfactory gate operation.

9. Installation

- a. Install the chain link fence system in accordance with the manufacturer's installation instructions and complying with CLMI specifications.
- b. Provide a rigid, plumb, finished fence structure with fabric tight and in tension.
- c. Install fence structure, gates, dugout panels and fabric so that there is no gap or opening greater than 2".
- d. Post, hole and footing schedule:

Fence Height	Hole Diameter	Hole Depth	Post Depth in Hole
6'	12"	45"	42"
10'	12"	45"	42"
Gate, Pull, Corner Posts	12"	45"	42"

Drill post holes into firm, undisturbed or compacted earth. Excavated post hole dirt may be spread uniformly adjacent to fence line as approved by the County's representative.

10. <u>Post installation</u>:

- a. In grass/unpaved areas:
 - i. Place foundation concrete 3" below surrounding grade and tamp for consolidation. Align each post both vertically and laterally. Hold in position during concrete placement and finishing operation.
 - ii. Trowel finish tops of footings; when concrete has dried, cover with compacted fill to match surrounding grades.

b. In paved areas:

- i. Where post is located in paved area, place foundation concrete slightly above surrounding grade, so that water drains away from the post.
- ii. Grout-in posts set into sleeved holes with non-shrink exterior type grout.
- iii. Set keeps, stops, sleeves and other accessories into pavement as required.

11. <u>Top rails</u>: Install continuously through post caps. Rail must extend full depth into coupling (minimum 1").

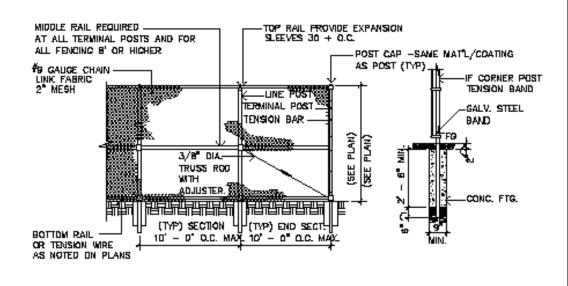
- 12. <u>Bottom & Intermediate Rails</u>: Provide rails as indicated on drawings. Provide boulevard-type connectors and rail end caps; finish to match fabric.
- 13. <u>Brace assemblies</u>: Install brace assemblies wherever the fence changes direction or height and at gates.

14. Tension wire:

- a. Install tension wires before stretching fabric and tie to each post with wire ties or clips.
- b. Install tension wire on outside of field between fabric and posts.
- 15. Stretch fabric tight between terminal posts. Install on field side of fence, and anchor securely to framework; position bottom of fabric flush with grade.
- 16. Cut fabric to form continuous piece between terminal posts.
 - a. Pull the fabric taut and clip or tie to posts, top rail, and bottom rail.
 - b. Install fabric on the playing field side of the fence.
 - c. Anchor to framework, so the fabric remains in tension after the pulling force is released.
 - d. Install wire ties of sufficient length to weave through the fence fabric, wrap around the post or rail a full 360 degrees and be twisted securely with three full twists. After twisting, cut off protruding wire ends to prevent untwisting by hand. Install wire ties to minimize hazard to the public. See Drawing on next page for details.
 - e. Peen bolt threads to prevent removal of nuts. Install bolts to minimize hazard to the public.
- 17. Install gates plumb, level, and secure for full opening without interference.
 - a. Adjust hardware for smooth operation.
 - b. Lubricate where necessary.

NOTES: FENCE FABRIC TO BE KNUCKLED AT TOP AND BUTTON WHERE FENCE IS OVER A PAVED AREA SURFACE. ELEVATION SHALL BE FLUSH W/ PAVING. FENCE FABRIC SHALL BE INSTALLED ON THE INSIDE OF ALL POSTS. SEE SITE PLAN FOR LOCATION AND EXTENT OF VINYL COATED CHAIN—LINK FENCE. BANDS 12" O.C.; TIES 18" O.C.

ALL FENCE TIES TO BE STEEL. ALUMINUM TIES WILL NOT BE ACCEPTED.



ELEVATION OF TYPICAL FENCE

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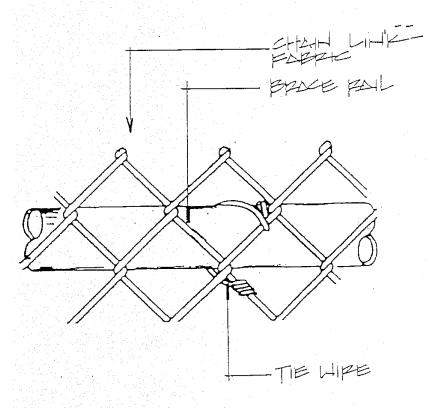
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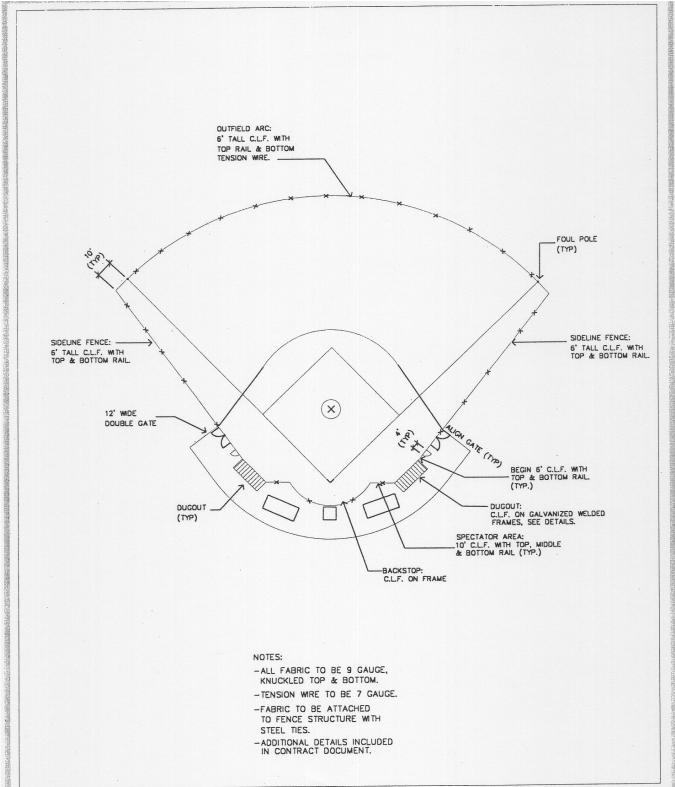
TYPICAL CHAINLINK FENCE

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B. Coated Chain Link Fence (Section B)

1. Products

Acceptable Manufacturers

- o Acco Page Fence Division, Monessen, PA. Aluminized Steel
- Allied Tube and Conduit Corp., Harvey, IL. Cold Rolled Steel Pipe (SS-40 Pipe).
- o Broski Brothers, Inc., Kansas City, MO. Galvanized Steel, Aluminized Steel.
- o Century Wire and Fence Co., Inc. Bladensburg, MD. Vinyl Coated Steel.
- o Century Tub, Pine Bluff, Arkansas. Cold Rolled (DQ 40)
- o Colorguard Corp., Raritan, NJ. Vinyl Coated Steel.
- o Davis Walker Corp., Memphis, TN. Vinyl Coated Steel.
- o P&H Tubing, Bossier City, LA. Cold Rolled Steel Pipe (SP-40).
- o Southeastern Wire, Tampa, FL. Fabric.
- o Wheatland Tube, Wheatland, PA. Schedule 40 Steel Pipe, Domestic.
- o Or approved equal.

2. Materials

- a. Chain Link Fabric: One-piece width, full height up to 12' 0", 1 3/4" mesh, PVC fuse-coated, galvanized core, 9 gauge (0.148") steel wire.
 - i. Finish: Comply with ASTM F688, Type 2B, Class 2B.
 - ii. Selvages: Top and bottom selvages knuckled.
- b. Framework: Galvanized steel, ASTM A120 or A 123 with not less than 1.8 oz. Zinc per sq.ft. of surface; thermally bonded polyvinyl chloride (PVC) plastic resin finish over galvanizing, not less than 10 mils (.010") thick. Color to match chain link fabric. Provide framework, fittings and accessories in accordance with manufacturer's standard.
- c. Hardware and accessories: Provide manufacturer's standard hardware and accessories, except as otherwise indicated; Finish: Galvanized ASTM A153. All items to be PVC coated except for hinges on gates. Gate hinges to be painted with an approved paint after installation.
- d. Pipe weight chart: high tensile steel (SS-40) and Schedule 40 steel pipe.

Pipe Size	High Tensile Steel	Sch.40 Steel Pipe
1.66"od	1.836 bs./lf	2.27 lbs./lf
1.90"od	2.281 lbs./lf	2.72 lbs./lf
2.375"od	3.117 lbs./lf	3.65 lbs./lf
2.875"od	4.640 lbs./lf	5.79 lbs./lf
3.50"od	5.706 lbs./lf	Not Available
4.00"od	Not Available	9.11 lbs./lf
6.625"od	Not available	18.97 lbs./lf

3. Components

- a. End, corner, and pull posts: 2.875" od steel pipe, 5.79 lbs./lf
- b. Line Posts: 2.375" od steel pipe, 3.65 lbs./lf
- c. Gate Posts for 7' tall gates with overhead transom:
 - i. For gates with leaves 3-6' wide, provide 3" posts.
 - ii. For gates with leaves 7-13' wide, provide 4" posts.
- d. Gate Posts for gates less than 7' tall:
 - i. For gates with leaves 3-6' wide, provide 3" posts
 - ii. For gates with leaves 7-13' wide, provide 4" posts
- e. Rails

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- i. 1.66" od steel pipe, 2.27 lbs./lf., finish to match fabric.
- ii. Provide continuous top, mid, & bottom rails for fence over 9' tall, in manufacturer's longest lengths. Include heavy-duty couplings for each joint. Provide necessary fittings for attaching top and bottom rail to each gate, corner, pull and end post.

f. Post brace assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 3/8" diameter rod and adjustable tightener. Provide at each end and gate post and at each corner and at both sides of corner and pull posts. Color to match framework.

4. Gates

- a. Gate frames over 6'-0" high, or leaf width exceeding 8'-0": 1.90" od steel pipe, 2.72 lbs./lf, finish to match framework.
- b. Gate frames 6' high or less, or leaf width 8' wide or less: 1.66" od steel pipe, 2.27 lbs./lf
- 5. Fabricate gate perimeter frames of tubular members assembled by welding or with special fittings at corners. Provide additional horizontal and vertical members to ensure proper operation and for attachment of fabric, hardware and accessories. Space frame members a maximum of 8' apart unless otherwise indicated.
- 6. <u>Welding</u>: All gate frames will be mitered for fit and welded by an experienced craftsman. Angles, heights and lines will be uniform and true. Welds shall be ground smooth, primed and painted with two coats of paint to match adjacent surfaces.
- 7. Gate fabric: metal and finish to match fence fabric. Attach stretcher bars to gate frames at vertical edges at a maximum of 15" o.c.
- 8. Gate hardware: Provide manufacturer's PVC-coated standard hardware, complete with latches, stops, keepers and hinges complying with CLMI specifications and in accordance with the following:
 - a. Hinges: size and material to suit gate size, non-lift-off type, offset to permit 180 degree gate opening. Provide 1 pair of hinges for each leaf. Hinges to be galvanized, then painted after installation with approved paint.
 - b. Latch: Forked type to permit operation from either side of gate with padlock eye as integral part of latch.

9. Accessories

- a. Tubular post tops: Commercial grade, heavy-duty weather-tight closure caps, 1 top for each post. Provide tops with openings to accommodate top rails. Post caps shall be PVC coated to match framework finish.
- b. Stretcher Bars: One-piece lengths equal to full height of fabric with minimum cross-section of 3/16" x 34". Provide one stretcher bar for each gate and end post, and two for each corner and pull post.
- c. Stretcher Bar Bands: Space not over 15" o.c. to secure stretcher bar to end, corner pull and gate posts. Finish: PVC coated to match framework. Minimum size: ¾" by 1/10" thick (nominal)
- d. Rail Sleeves: Material and finish to match rail. Minimum length shall be 6".
- e. Tie wires: Minimum 10 gauge galvanized, PVC-coated steel (aluminum ties may NOT be used).

10. Miscellaneous Materials

- a. Primer: Submit technical data for approval.
- b. Touch-up paint: Glossy enamel paint suitable for application on fence materials. Color to match adjacent pipe. Submit technical data for approval.

c. Concrete: ASTM C94 ready-mixed concrete, minimum 28 day compressive strength of 2,500 psi, airentrained 2% to 4%.

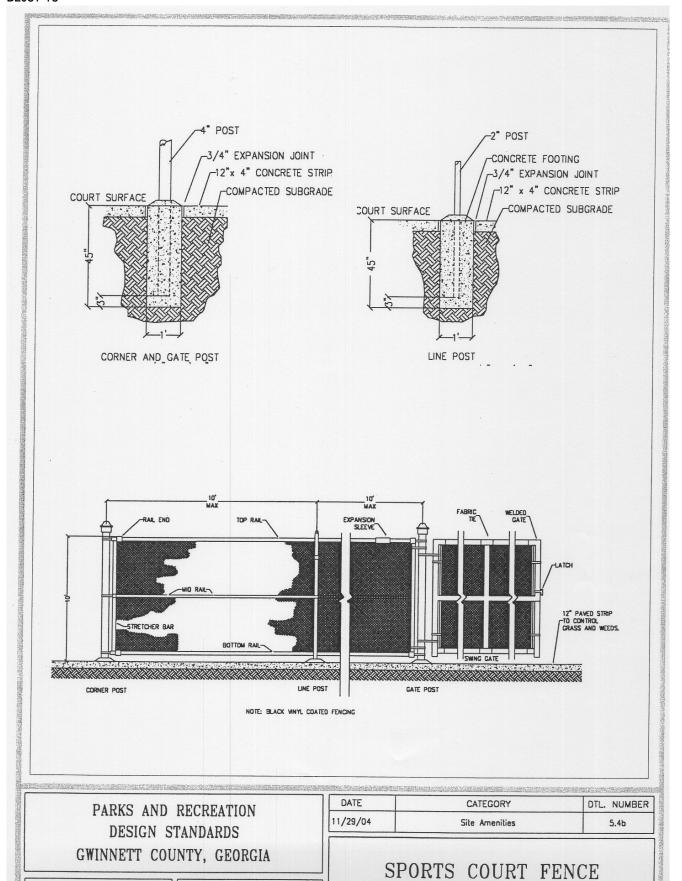
11. Installation

- a. Install fence structure, gates, and fabric so that there is no gap or opening greater than 2".
- b. Post installation in grass/unpaved areas:
 - i. Place foundation concrete 3" below surrounding grade and tamp for consolidation. Align each post both vertically and laterally. Hold in position during concrete placement and finishing operation.
 - ii. Trowel finish tops of footings; when concrete has dried, cover with compacted fill to match surrounding grades.
- c. Post installation in paved areas:
 - i. Where post is located in paved area, place foundation concrete slightly above surrounding grade, so that water drains away from the post.
 - ii. Grout-in posts set into sleeved holes with non-shrink exterior type grout.
 - iii. Set keeps, stops, sleeves and other accessories into pavement as required.
- d. Top rails: Install continuously through post caps. Rail must extend full depth into coupling (a minimum 1").
- e. Bottom and Mid Rails: Provide rails as indicated on drawings. Provide boulevard-type connectors and rail end caps; finish to match fabric.
- f. Brace assemblies: Install brace assemblies at each end, pull and gate post, both sides of corner posts and wherever the fence changes direction or height. Use brace rails and adjustable 3/8" diameter truss rods.
- g. Fabric Installation:
 - i. Cut fabric to form continuous piece between terminal posts.
 - ii. Stretch fabric tight between terminal posts. Install on court side of fence, and anchor securely to framework. Position bottom of fabric a maximum of 1" above ground level at each post.
 - iii. Pull the fabric taut and clip or tie to posts and rails at 15" o.c. Install fabric on the court side of the fence.
 - iv. Anchor to framework so the fabric remains in tension after the pulling force is released, using stretcher bars. Stretcher bars to be threaded through fabric and secured to posts with metal bands at 15" o.c.
 - v. Install wire ties of sufficient length to weave through the fence fabric, wrap around the post or rail a full 360 degrees and be twisted securely with three full twists. After twisting, cut off protruding ends to prevent untwisting by hand. Bend wire ties away from court and to minimize hazard to persons.
 - vi. Peen bolt threads to prevent removal of nuts. Install bolts to minimize hazard to the public
- f. Gates: Install gates plumb, level, and secure for full opening without interference. Provide lockable latches at all gates.
 - i. Adjust hardware for smooth operation.
 - ii. Apply 2 coats of approved paint to hinges.
 - iii. Lubricate where necessary.

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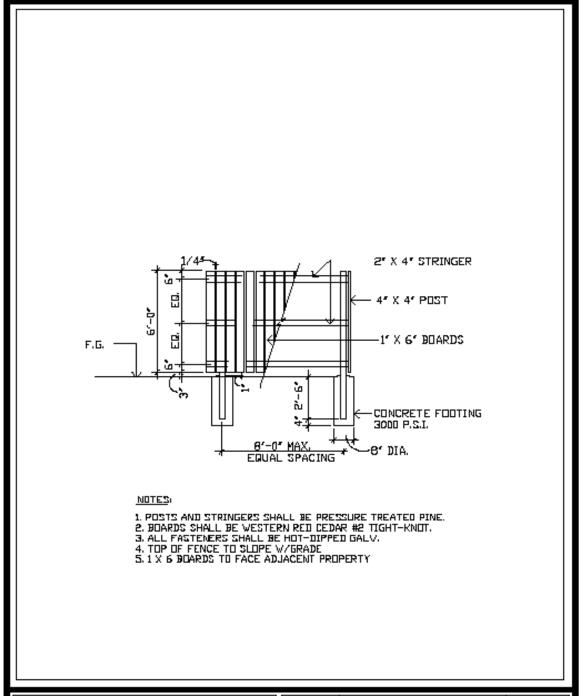
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C. Wood Fence (Section C)

- 1. Products: Timber
 - a. Posts: Pressure-treated pine
 - b. Back Rails: Pressure-treated pine
 - c. Boards: Western Red Cedar #2, tight-knot
 - d. Hardware: Galvanized
 - 2. <u>Concrete</u>: ASTM C94 ready-mixed concrete, minimum 28 day compressive strength of 2,500 psi, airentrained 2% to 4%.
 - 3. <u>Installation</u>: See detail



PARKS AND RECREATION DESIGN STANDARDS GWINNETT COUNTY, GEORGIA

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Wood Fence

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C. Aluminum Fence (Section D)

1. Products

Acceptable Manufacturers: subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:

- O Jerith Manufacturing Co., Inc., Philadelphia, PA 19124, 1-(800) 344-2242; Model: Regency, Style: Windsor (#202)
- o or equivalent
- 2. <u>Color</u>: Black, or as approved by County's representative.

3. Dimensions and Specifications Aluminum ASTM B429, alloy 6063-T6

Pickets	34" sq. x .050" thick
Rails: Top Wall Side Walls	1" x .055" thick 1 – ½" x .082" thick
Standard Posts	2" sq. x .060" thick
Gate Posts	4" sq. x .125" thick
Spacing between pickets	3 – 3 ½"
Post Spacing	95 – 5/8" on center
Height (with 2" ground clearance)	48"
Standard Color	Black
Standard Sections	6' - 0"
Weight Supported	350+ lbs. Per section
Finish	Baked enamel coating

4. Grout And Anchoring Cement

Non-shrink, nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive nongaseous grout complying with ASTM C 1107. Provide grout for exterior applications, as recommended in writing by the manufacturer.

5. Installation

a. Post Excavation:

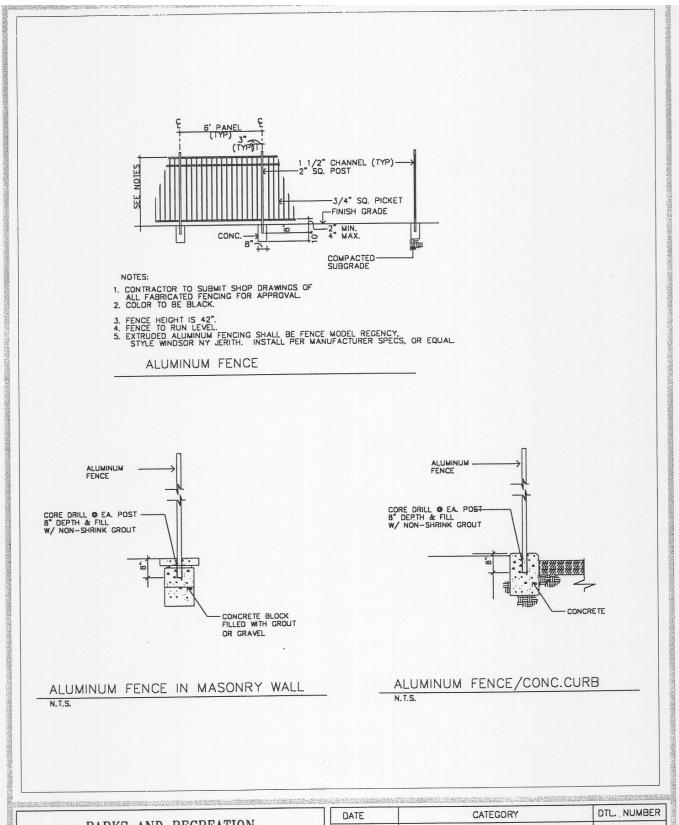
- i. In Existing Concrete: Core drill holes into concrete at an 8" depth, or as approved by the manufacturer.
- ii. In Compacted Subgrade: excavate holes to a depth of 18" & 8" in diameter, or as recommended by the manufacturer.

b. Post Setting:

- i. In Existing Concrete: Set terminal & line posts in concrete. Protect above-ground portions of posts from grout. Place grout around posts and tamp for consolidation. Install grout so that water drains away from posts. Verify that posts are set plumb, aligned and at correct height and spacing; hold in position during placement and finishing operations until grout is sufficiently cured.
- ii. In Compacted subgrade: Verify that posts are set plumb, aligned and at correct height and spacing; support in position while concrete foundation is poured & finished and until concrete is sufficiently cured. Install concrete foundation so that water drains away from the post.

c. Aluminum Fence Installation:

- i. Line Posts: Space line posts uniformly at 6' o.c. maximum, or as recommended by the manufacturer.
- ii. Erect the posts plumb & true.
- iii. Attach sections to posts per manufacturer's recommendations. Fence sections shall follow the existing grade in a uniform manner.



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Aluminum Fence

D. Rigid Polyvinyl Chloride (PVC) Fence (Section E)

1. Products

Acceptable Manufacturers

- o Outdoor Advantage, Jacksonville, FL
- o or approved equal.

2. Materials

- a. "Estate Fence" by Outdoor Advantage, or approved equal.
 - i. Posts: 5" x 5"; 135" wall thickness.
 - ii. Rails: 1.5" x 5.5"; .08" wall thickness
 - iii. Caps: over ½" lip
- b. "Routed Picket" by Outdoor Advantage, Jacksonville, FL, or approved equal.
 - i. Posts: 4" x 4"
 - ii. Rails: 2" x 3.5"
 - iii. Pickets: 7/8" x 1 1/2"
- c. Hardware and accessories: Provide manufacturer's standard hardware and accessories, except as otherwise indicated.

3. Accessories

Concrete: ASTM C94 ready-mixed concrete, minimum 28 day compressive strength of 2,500 psi, airentrained 2% to 4%.

4. <u>Installation</u>

a. Posts in grass/unpaved areas:

- i. Drill post holes into firm, undisturbed or compacted earth. Excavated post hole dirt may be spread uniformly adjacent to fence line as approved by the owner's representative.
- ii. Place foundation concrete 3" below surrounding grade and tamp for consolidation. Align each post both vertically and laterally. Hold in position during concrete placement and finishing operation.
- iii. Trowel finish tops of footings; when concrete has dried, cover with compacted fill to match surrounding grades.

b. Posts in paved areas:

- i. Where post is located in paved area, place foundation concrete slightly above surrounding grade, so that water drains away from the post.
- ii. Grout-in posts set into sleeved holes with non-shrink exterior type grout.
- iii. Set keeps, stops, sleeves and other accessories into pavement as required.
- c. Rails: Install per manufacturer's recommendations. Rail must extend full depth into routed posts.

F. Pasture Fence (Section F)

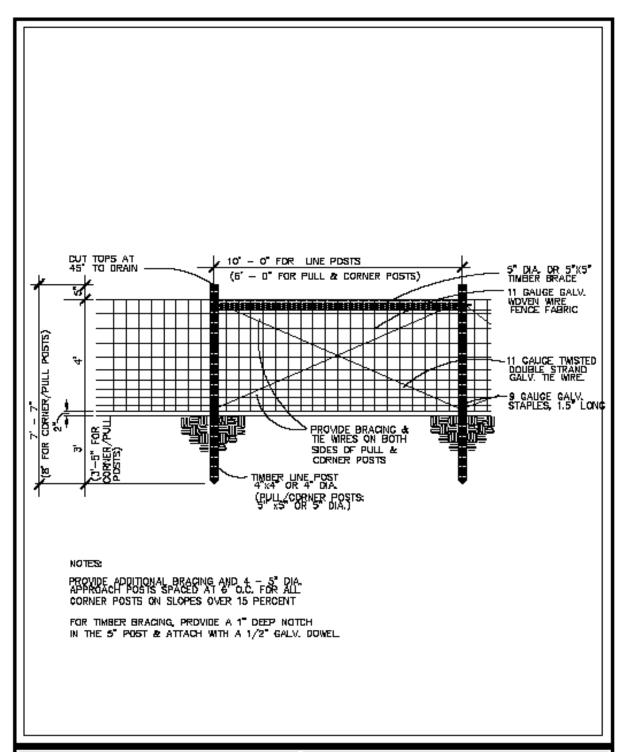
1. Products

- a. Welded Wire Fabric: Welded wire fence fabric shall be galvanized coated one ounce welded wire. The galvanizing shall be uniform and shall have no more than five percent (5%) of the joints deficient in coating as determined by Preece Test.
 - i. Wire Size: Steel core wire is 11 gauge
 - ii. Fabric: Height is 60" high with a mesh size of 2 x 4"
- b. Posts: Posts for welded wire fence shall be wood of the dimensions and shapes shown on the Drawing.
- c. Accessories: Accessories, including but not limited to tension wire, tie wire, fittings, staples and nails shall be galvanized in accordance with ASTM A153, except the minimum galvanizing shall be .60 oz. per sq.ft.

d. Ground Rods: Ground rods shall be 5/8" in diameter and shall be 8' in length. Ground rods shall be galvanized steel. Galvanizing shall have a minimum coating of 2 oz. per sf in accordance with the requirements of ASTM A153.

3. Installation

- a. Prior to installation, the fence contractor shall provide the fence manufacturers notarized certification that all materials fully comply with specifications and is fully warranted by the manufacturer against failure resulting from rust or corrosion.
- b. Install posts rigid, plumb, and spaced as shown in detail. Tamp excavated material around post. Spread and compact excess dirt.
- c. Brace Assemblies: Install brace assemblies at each end, pull & gate post, both sides of corner posts and wherever the fence changes direction or height.
- d. Fabric Installation:
 - i. Cut fabric to form continuous piece between terminal posts.
 - ii. Stretch fabric tight between terminal posts and anchor securely to framework. Position bottom of fabric a maximum of 2" above ground level at each post.
 - iii. Pull the fabric taut and staple to posts and rails.
 - iv. Anchor to posts and bracing so the fabric remains in tension after the pulling force is released.



PARKS AND RECREATION
DESIGN STANDARDS
GWINNETT COUNTY, GEORGIA

DATE	CATEGORY	DTL NUMBER
9/7/16	Sita Amerities	5.4g

FILE NAME Posturefence

SCALE:

N.T.S.

PASTURE FENCE

G. Barrier Netting Specifications (Section I)

1. Products

- a. Netting: Model #420 Varsity, as manufactured by BSN Sports, or approved equal.
- b. Hardware and accessories: Provide manufacturer's standard hardware and accessories.

2. Components

- a. Net Posts: Schedule 40 galvanized steel, 4" diameter, height shown on the detail.
- b. Net Cable: 9 gauge, 250 ksi tensile pre-stress cable
- c. Tie wires: galvanized steel (aluminum ties may NOT be used). Minimum 10 gauge galvanized steel.
- d. Primer and paint for welds: Paint shall be high zinc dust content paint for repairing galvanized finishes with appropriate base primer. Color to match adjacent pipe dull at Schedule 40 and shiny at SS-40. Submit technical data for approval.

3. Accessories

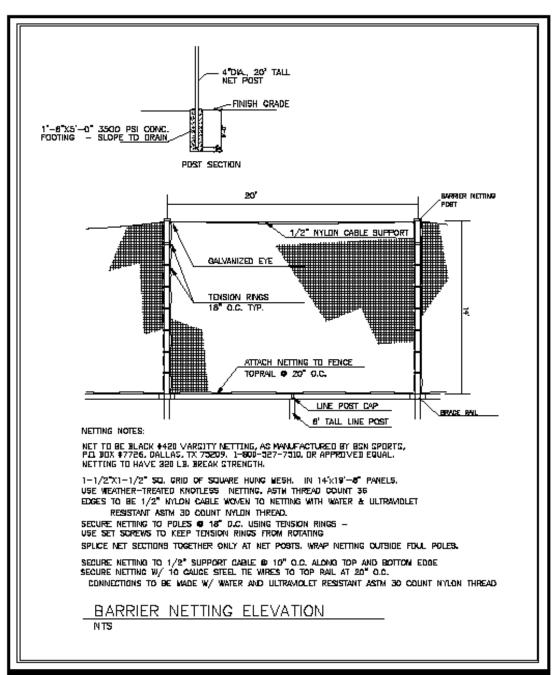
- a. Tubular post tops: Commercial grade, heavy-duty weather-tight closure caps, 1 top for each post. Finish to match framework finish.
- b. Concrete: ASTM C94 ready-mixed concrete, minimum 28 day compressive strength of 3,500 psi, air-entrained 2% to 4%.

4. Installation

a. Post, hole and footing schedule:

Pole type	Hole Diameter	Hole Depth	Post Depth in Hole
20' Net Posts	18"	60"	54"

- b. Place foundation concrete 3" below surrounding grade and tamp for consolidation. Align each post both vertically and laterally. Hold in position during concrete placement and finishing operation.
 - i. Trowel finish tops of footings; when concrete has dried, cover with compacted fill to match surrounding grades.
 - ii. Where post is located in paved area, place foundation concrete slightly above surrounding grade, so that water drains away from the post.
- c. Netting: Attach cable and netting to net posts and top rail as shown on the detail.



PARKS & RECREATION DESIGN STANDARDS GWINNETT COUNTY, GEORGIA

 DATE
 CATEGORY
 DTL. NO.

 B/1D/16
 ABHAND Complexes
 2.1p

FILE NAME barrier.net SCALE: N.T.S.

BARRIER NETTING

H. Wood Barrier/Guardrail(Section J)

1. Products

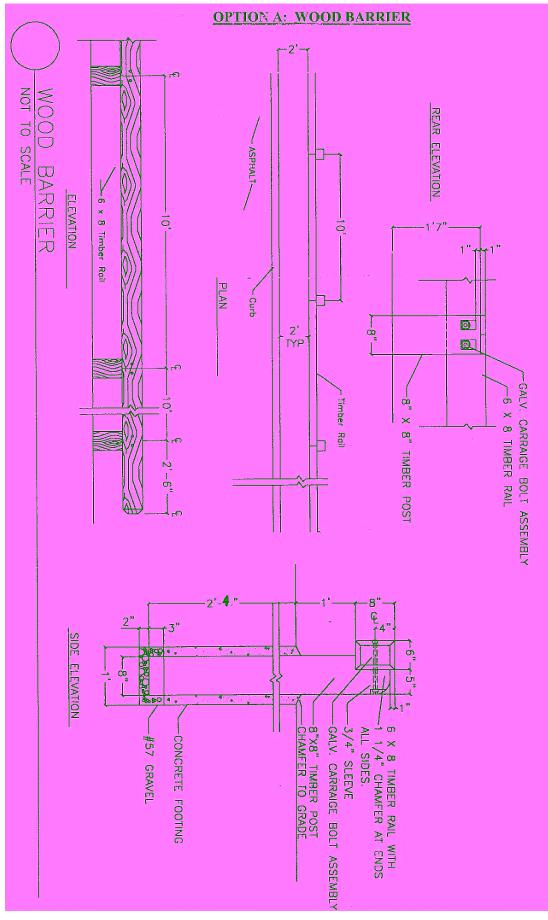
- a. Timber
 - i. Posts: Pressure-treated pine (AWPB LP-2, LP-3, LP-4 AND LP-22 as applicable)
 - ii. Rails: Pressure-treated pine (AWPB LP-2, LP-3, LP-4 AND LP-22 as applicable)
 - iii. Hardware: Hot-dip galvanized (ASTM A446-76 and A525-80)

2. Miscellaneous

Concrete: ASTM C94 ready-mixed concrete, minimum 28 day compressive strength of 3,000 psi, airentrained 2% to 4%.

3. Installation

- a. Install the barrier system in accordance with the detail.
- b. Provide a rigid, plumb, finished structure of the height indicated.
- c. If materials are cut after treatment, cut areas shall be coated with heavy brush coat of the same chemical used for treatment.



Company Name _____

I. Playground Barrier Fence (Section K)

1. Section includes wood posts and framing to form the wood fencing as indicated on the Details.

Submittals

a. <u>Product data</u>: For preservative-treated wood products, including treatment of wood indicated to have ground contact, include chemical treatment manufacturers' written instructions for handling, storing, installing, and finishing treated material.

3. Quality Assurance:

- a. Material Certificates: Indicate type of preservative used and net amount of preservative retained. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to project site.
- b. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with a grade stamp.

4. Requirements of Regulatory Agencies:

- a. Pressure treated material American Wood Preservers Bureau Standards.
- b. Span tables National Forest Products Association.
- 5. Deliver, store, and handle all materials in such a manner to protect against damage and the weather.
- 6. <u>Lumber</u>: Comply with DOC PS 20 and with applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules writing agency certified by ALSC (American Lumber Standards Committee) Board of Review. Provide lumber graded by an agency certified by ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - a. Factory mark each item with grade stamp of grading agency.
 - b. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed for dry wood products.
 - c. Provide dressed lumber, S4S, unless otherwise indicated.
- 7. <u>Certified Wood</u>: Wood products shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship".
- 8. <u>Exposed Lumber</u>: Provide material hand selected for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.
- 9. Dimension Lumber: No.1 grade, Mixed southern pine; SPIB (Southern Pine Inspection Bureau).

10. Preservative Treatment:

- a. Pressure treat boards and dimension lumber with waterborne preservative according to AWPA C2.
- b. Pressures treat poles with preservative to comply with AWPA C4. C-A and ACQ treatment is allowed. **Treatment with CCA is prohibited.**
- c. Use process that includes water-repellent treatment.
- d. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
- e. <u>Application:</u> Treat all exterior rough carpentry unless otherwise indicated.

11. Fasteners:

- a. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - i. Use Type 304 stainless steel fasteners or hot-dip galvanized-steel.
- b. Nails: ASTM F1667.
- c. Wood Screws: ASME B18.6.1.
- d. Lag Screws: ASME B18.2.1
- e. Stainless-Steel Bolts: ASTM F 593, Alloy Group 1 or 2; with ASTM F 594, Alloy Group 1 or 2 hex nuts and, where indicated, flat washers.

Company Name		

f. Post–installed Anchors: Type 316 Stainless-steel anchors with capability to sustain, without failure, a load equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing & inspecting agency.

12. Examination:

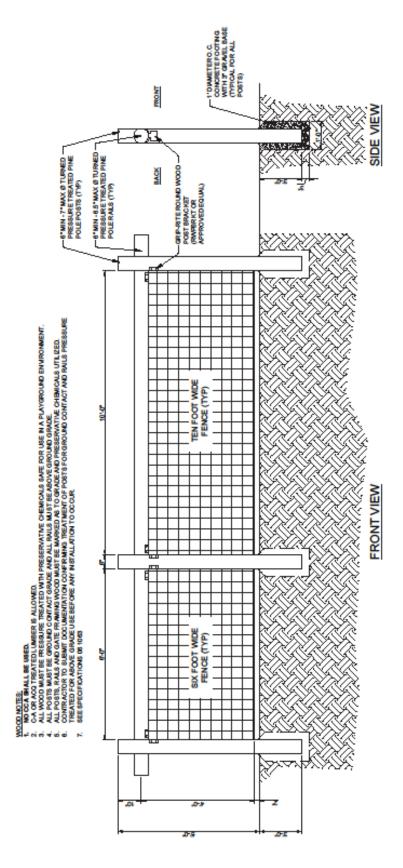
- a. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the work.
- b. Proceed with installation only after unsatisfactory conditions has been corrected.

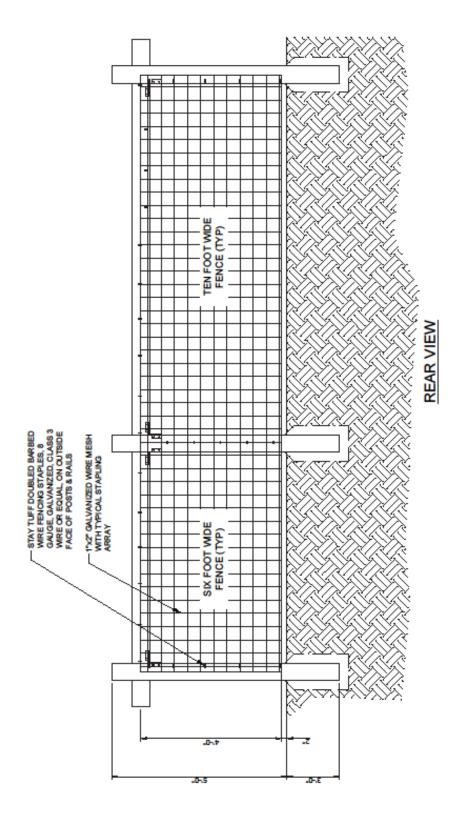
13. Preparation:

- a. Clean substrates of projections and substances detrimental to application.
- b. Prime lumber to be painted, including faces and edges. Cut to required lengths and prime ends.

14. Installation, General:

- a. Set exterior rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit exterior rough carpentry to other construction; scribe and cope as needed for accurate fit.
- b. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction".
- c. Install metal framing anchors to comply with manufacturer's written instructions.
- d. Do not splice structural members between supports unless otherwise indicated.
- e. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- f. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement
- g. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - i. Use copper naphthenate for items not continuously protected from liquid water.
- h. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated.
- i. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.





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Item #	Approx. Annual Qty.	Description	Unit Price	Total Price
SECTION	A: GALVANIZI	ED CHAIN LINK FENCE	•	
	New Fence Inst	tallation – Unit Price Includes All Labor And Materials		
1.	10 If	3' tall complete fence installation		
2.	260 If	4' tall complete fence installation		
3.	210 If	5' tall complete fence installation		
4.	400 If	6' tall complete fence installation		
5.	438 If	8' tall complete fence installation		
6.	400 If	10' tall complete fence installation		
7.	100 If	12' tall complete fence installation		
	Fence Material	Only For Parts & Repairs/Replacements (Does Not Include Labo	r)	
8.	10 If	3' tall fabric		
9.	60 If	4' tall fabric		
10.	60 If	5' tall fabric		
11.	250 If	6' tall fabric		
12.	250 If	8' tall fabric		
13.	350 If	10' tall fabric		
14.	100 If	12' tall fabric		
15.	6 ea	4' line posts		
16.	6 ea	5' line posts		
17.	26 ea	6' line posts		
18.	2 ea	7' line posts		
19.	14 ea	8' line posts		
20.	74 ea	10' line posts		
21.	20 ea	12' line posts		
22.	10 ea	14' line posts		
23	4 ea	4' terminal post		
24	14 ea	6' terminal post		
25	2 ea	7' terminal post		
26	6 ea	8' terminal post		
27	18 ea	10' terminal post		
28	6 ea	12' terminal post		
29	6 ea	14' terminal post		
30	2 ea	3' tension bar		
31	4 ea	4' tension bar		
32	4 ea	5' tension bar		
33	8 ea	6' tension bar		
34	12 ea	8' tension bar		
35	42 ea	10' tension bar		
33	.2 ea	TO CONSIGN DUI		<u> </u>

Company Name	

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BID SCHEDULE

Item #	Approx. Annual Qty.	Description	Unit Price	Total Price
36	10 ea	12' tension bar		
37	10 ea	14' tension bar		
38	200 If	1 5/8" tube frame		
39	23 If	166" OD rail		
40	200 If	7 G tension wire		
41	375 If	3 strand barb wire with support arms		
42	10 ea	Hinges		
43	6 box	10 g wire rings quantity per box		
44	12 ea	Loop cap		
45	20 ea	Rail end		
46	35 ea	Dome cap		
47	50 ea	Tension band		
48	2 9 ea	Brace band		
49	31 pkg	10 G steel ties quantity per pkg		
50	10 box	Bolts quantity per box		
51	120 ea	Line rail clamps		
		SECT	ION A - TOTAL	\$
SECTION	B: VINYL COA	TED CHAIN LINK FENCE		
1	New Fence Inst	allation – Unit Price Includes All Labor And Materials		
1	10 lf	3' tall complete fence installation		
2	1,010 lf	4' tall complete fence installation		
3	60,150 If	6' tall complete fence installation		
4	200 If	8' tall complete fence installation		
5	6,250 If	10' tall complete fence installation		
6	100 lf	12' tall complete fence installation		
		Only For Parts & Repairs/Replacements (Does Not Include Labor	<u>(</u>)	
7	10 If	3' tall, fabric		
8	10 lf	4' tall, fabric		
9	150 lf 200 lf	6' tall, fabric		
10 11	200 lf 250 lf	8' tall, fabric		
12	100 lf	10' tall, fabric 12' tall, fabric		
13	2 ea	4' line post		
14	2 ea	5' line post		
15	22 ea	6' line post		
16	2 ea	7' line post		
17	10 ea	8' line post		
18	40 ea	10' line post		
19	20 ea	12' line post		
I		'	1	

Company Name _____

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Item #	Appro Annu Qty	ıal	Description	Unit Price	Total Price
20	10	ea	14' line post		
21	2	ea	4' terminal post		
22	12	ea	6' terminal post		
23	2	ea	7' terminal post		
24	4	ea	8' terminal post		
25	16	ea	10' terminal post		
26	6	ea	12' terminal post		
27	4	ea	14' terminal post		
28	2	ea	3' tension bar		
29	2	ea	4' tension bar		
30	6	ea	6' tension bar		
31	10	ea	8' tension bar		
32	30	ea	10' tension bar		
33	10	ea	12' tension bar		
34	6	ea	14' tension bar		
35	200	lf	1 5/8" welded tube frame		
36	20	lf	19" welded tube frame		
37	20	lf	166" OD rail		
38	200	lf	7 G tension wire		
39	200	lf	3 strand barb wire with support arms		
40	8	ea	Hinges		
41	2	box	10 G wire rings quantity per box		
42	10	ea	Loop cap		
43	20	ea	Rail end		
44	15	ea	Dome cap		
45	20	ea	Tension band		
46	20	ea	Brace band		
47	45	pkg	10 G steel ties quantity per package		
48	15	box	Bolts quantity per box		
49	30	box	10 G tension wire rings quantity per box		
				SECTION B - TOTAL	\$
SECTION					
			allation – Unit Price Includes All Labor And Materials		
1	108 108	lf If	10' tall complete fence installation		
2	108	If If	8' tall complete fence installation		
3	8	If	6' tall complete fence installation 4' tall complete fence installation		
5	8	If	·		
3	0	П	3' tall complete fence installation		

Company Name			

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Item #	Approx Annual Qty.	Description ial Only For Parts & Repairs/Replacements (Does Not Include Labo	Unit Price	Total Price
6	2 ea	4" x 4" x 12' - 6" P T pine post		
7	6 ea	4" x 4" x 10' - 6" P T pine post		
8	6 ea	4" x 4" x 8' - 6" P T pine post		
9	2 ea			
10	2 ea	4" x 4" x 5' - 5" P T pine post		
11	2 ea	2" x 4" x 10' P T pine rail		
12	2 ea	2" x 4" x 8' P T pine rail		
13	14 ea	· · · · · · · · · · · · · · · · · · ·		
14	14 ea			
15	2 ea	1 in x 6 in x 6' P T pine boards		
16	2 ea	1 in x 6 in x 4' P T pine boards		
17	2 ea	1 in x 6 in x 3' P T pine boards		
18	14 ea	1 in x 6 in x 10' No. 2 cedar boards		
19	14 ea	1 in x 6 in x 8' No.2 cedar boards		
20	2 ea	1 in x 6 in x 6' No.2 cedar boards		
21	2 ea	1 in x 6 in x 4' No.2 cedar boards		
22	2 ea	1 in x 6 in x 3' No.2 cedar boards		
		SEC	TION C - TOTAL	\$
SECTION	D: ALUMII	UM FENCE		
	New Fence	nstallation – Unit Price Includes All Labor And Materials	1	
1	8 If	42" tall complete fence installation		
		ial Only For Parts & Repairs/Replacements (Does Not Include Labo	r)	
2	8 ea			
3	8 ea			
4	2 ea	¾ "sq x .05" thick picket		
5	2 ea			
6	2 ea	1" sq x .055" thick rail		
7	2 ea	1 ½ "sq x .082" thick rail		
8	2 ea	2" sq x .06" thick post		
9	2 ea	4" sq x .125" thick post		
		SECT	TION D - TOTAL	\$
SECTION	I E: RIGID P	DLYVINYL CHLORIDE (PVC) FENCE		
		nstallation – Unit Price Includes All Labor And Materials		
1	8 If	3' tall complete fence installation – estate fence		
2	8 If	4' tall complete fence installation – estate fence		
3	8 If	5' tall complete fence installation – estate fence		

Company Name	

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Item #	Approx Annual Qty.		Description	Unit Price	Total Price
4	8 If		3' tall complete fence installation – routed picket fence		
5	8 If		4 1/2 ft tall complete fence installation – routed picket fence		
6	8 e	а	5 ft tall complete fence installation – routed picket fence		
	Fence Mate	erial	Only For Parts & Repairs/Replacements (Does Not Include Labo	r)	
7	2 e	a	5' x 5" estate post		
8	2 e	a	15" x 55" estate rail		
9	2 e	a	½" lip estate caps		
10	2 e	a	4" x 4" routed picket post		
11	2 e	a	2" x 35" routed picket rail		
12	2 e	a	7/8" x 1 ½" routed picket - picket		
13	2 e	a	½" lip routed picket cap		
			SEC	TION E - TOTAL	\$
SECTION	N F: PASTUR	RE FE	NCE		
	New Fence	Insta	allation – Unit Price Includes All Labor And Materials		
1	10,020	lf	4' tall complete fence installation		
	Fence Mate	erial	Only For Parts & Repairs/Replacements (Does Not Include Labo	r)	
2	2	ea	4" diameter x 7' 5 "pt post		
3	2	ea	4" x 4" x 7' 5" pt post		
4	2	ea	5" diameter x 7' 11" pt post		
5	2	ea	5" x 5" x 7' 11" pt post		
6	2	ea	5" diameter x 6' pt rail		
7	2	ea	5" x 5" x 6' pt rail		
8	20	lf	11 G galvanized double strand tie wire		
9	20	lf	11 G 3' 4" tall galvanized woven wire fabric		
			Galvanized or powder coated field gate – 12' l x 40"-50" h x		
10	1	ea	1 %" - 1 5/8" tube frame with intermediate framing & rails,		
			hinge and mounting hardware		
11	20	ft	11G 4' tall galvanized woven wire fabric		
			SEC	TION F - TOTAL	\$
SECTION	G: MISCE	LLAN	EOUS FENCE WORK		
1	1020 If		Saw cut concrete		
2	1015 If		5" diameter core drill concrete		
3	120 e	a	Install grout in post holes		
4	130 e	a	Install concrete post footing		
5	2 e	a	50 cy disposal of fence		
6	120 h	r	2 man crew labor/installation		
7	65 h	r	2 man crew labor/demolition		

Company Name		

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Item #	Approx. Annual Qty.	Description	Unit Price	Total Price
8	232 hr	2 man crew labor/repair		
9	68 hr	2 man crew labor/emergency		
10	50 hr	2 man crew labor/welding		
11	50 hr	2 man crew labor/painting		
12	Miscellaneous	s hardware @% over cost (not to exceed 10%)		
		SECT	ION G - TOTAL	
SECTION	H: 6 GAUGE G	ALVANIZED FABRIC		
1	10 If	12' tall fabric		
2	10 If	10' tall fabric		
3	10 If	8' tall fabric		
4	10 If	6' tall fabric		
5	10 lf	4' tall fabric		
		SECT	ION H - TOTAL	
SECTION	I: BARRIER NE	TTING		
1	5,020 If	14' tall barrier netting		
2	2,502 ea	25' tall net post installation		
3	10,040 If	Net cable installation		
		SEC	TION I - TOTAL	
SECTION	J: WOOD BAR	RIER		
1	2,600 If	Complete wood barrier installation		
2	11 ea	Wood barrier post, including hardware		
3	150 lf	Wood barrier rail		
		SEC	TION J - TOTAL	
SECTION	K: PLAYGROU	ND BARRIER FENCE		
New Fen	ce Installation	– Unit Price Includes All Labor And Materials		
1	60 If	Complete installation of 6' Section Fence		
2	10 lf	Complete installation of 10' Section Fence	-	
		SECT	ION K – TOTAL	
			BID TOTAL	\$

Company Name			

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BID SCHEDULE

The undersigned acknowledge	es receipt of the following a	ddenda, listed by number an	d date as issued appearing on each:	
Addendum No.	Date	Addendum No	Date	
	will be sufficient cause for		the contract Failure to hold firm pricing bid non-responsive Contract to begin	for
Unless otherwise noted, quote If a percentage decrease of	-		provided together with an explanation	
1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal	
If a percentage increase c	ould be a part of this bid, p	lease note this in the space p	rovided together with an explanation	
1 st Renewal	2 nd Renewal	3 rd Renewal	4 th Renewal	
Certification Of Non-Collusion	In Bid Preparation			
	Signa	ture	Date	
The County requires that all w 13-10-91 and Rule 300-10-1-0			services with the County must satisfy O	CGA §
	0) days of the date of quote	e opening, to furnish any or a	es, if this quote is accepted by the Bo Il of the items upon which prices are quo specified in the bid schedule.	
TERMINATION FOR CAUSE				
	=		ce to the contractor of the contractor's out prejudice to any of the County's rig	
TERMINATION FOR CONVENIE	NCE			
The County may terminate th	nis agreement for its conve	nience 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

Company Name _____

to be submitted by the contractor, which shall itemize each element of performance.

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Legal Business Name	
	, , , , , , ,
Federal Tax ID	
Address	
Does your company currently have a location within Gwinnett County?	P Yes No No
Representative Signature	
Printed Name	
Telephone Number	Fax Number
E-mail address	

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REFERENCES

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

1	Company Name	
	Brief Description Of Project	
	Completion Date	
	Contact Person	
		_ Facsimile
	L-Iviali Address	
2	Company Name	
	Brief Description Of Project	
	Completion Date	
	Contact Person	
		_ Facsimile
	E-Mail Address	
3	Company Name	
	Brief Description Of Project	
	Completion Date	
	Contact Person	
	Telephone	_ Facsimile
	E-Mail Address	

Company Name _____

75 Langley Drive • Lawrenceville, GA 30046-6935 (tel) 770.822.8720 • (fax) 770.822.8735



BL081-18, Purchase and Installation of Fence on an Annual Contract

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 <i>(complete section 3 & section 4 below)</i>				
3. (if additional space is required, please attach list)				
0 : 0				
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name			
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name			
,	,			
4.	Sworn to and subscribed before me this			
BY:	day of, 20			
Authorized Officer or Agent Signature				
Printed Name of Authorized Officer or Agent	Notary Public			
Trinced Name or Additionized Officer of Agent	riotally i delic			
Title of Authorized Officer or Agent of Contractor				
	(seal)			

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



75 Langley Drive • Lawrenceville, GA 30046-6935 (tel) 770.822.8720 • (fax) 770.822.8735



BL081-18, Purchase and Installation of Fence on an Annual Contract

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

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

E-Verify * User Identification Number	Date Registered
Legal Company Name	
Street Address	
City/State/Zip Code	
BY: Authorized Officer or Agent (Contractor Signature)	Date
Title of Authorized Officer or Agent of Contractor	For Gwinnett County Use Only:
Printed Name of Authorized Officer or Agent	Document ID #
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 201	Issue Date: Initials:
N. D. LE	



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).

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

- 1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident \$100,000 each accident
 - ✓ Bodily Injury by Disease \$500,000 policy limit
 - ✓ Bodily Injury by Disease \$100,000 each employee
- 2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
- 3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
- 4. Umbrella Liability Insurance \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
- 5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
- 6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
- 7. Certificate Holder should read:

Gwinnett County Board of Commissioners

75 Langley Drive

Lawrenceville, GA 30046-6935

- 8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 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-5 or better.
- 9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- 10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

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

- All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
- 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- 15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- 17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
- 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

ATTENTION

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

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

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION

GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

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

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

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

addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

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

V. WITHDRAWAL OF BID DUE TO ERRORS

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

original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

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

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be

paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

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

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

XVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and

subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

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

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

XXXIII. PENDING LITIGATION:

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

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

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

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

Buyer Initials: DG

BL081-18, Purchase and Installation of Fence on an Annual Contract

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

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