



**SPALDING COUNTY, GEORGIA**

**INVITATION TO BID**

**BID 2021-0021**

**FOR**

**JENKINSBURG ROAD BRIDGE TRUSS REPAIR PROJECT**

**ISSUE DATE: OCTOBER 16, 2020**

**BID DUE DATE: TUESDAY, NOVEMBER 17, 2020 2:00PM EST in HARD COPY ONLY.**  
Electronic submissions via email or fax will NOT be accepted.

**Instructions to Bidders**

Questions should be directed in writing to the Spalding County Purchasing Department, Terri Bass, via email to: [tbass@spaldingcounty.com](mailto:tbass@spaldingcounty.com).

**The deadline to submit questions is Wednesday, November 11, 2020 at 5:00PM.**

**A MANDATORY onsite pre-bid meeting is scheduled for Tuesday, October 27, 2020 at 11:00AM.**

All spaces below are to be filled in and the BID FORM **must** be signed where indicated.  
**Failure to sign and return all required documents may result in rejection of the bid.**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Submit Proposal to:**

**Spalding County  
Attention: Purchasing  
P.O. Box 1087  
119 East Solomon Street  
Griffin, GA 30223**

**SPALDING COUNTY, GEORGIA**  
**INVITATION TO BID**  
**2021-0021**  
**JENKINSBURG ROAD BRIDGE TRUSS REPAIR**  
**PROJECT**

SECTION 1 BID INFORMATION

1.1 PURPOSE

- A. Spalding County is accepting sealed bids from qualified firms, meaning a Prequalified Prime Contractor listed by the Georgia Department of Transportation, Office of Contract Administration, to provide materials, equipment, labor, and services necessary (including traffic control) for repair of various structural bridge members on Jenkinsburg Road Bridge (GDOT Structure ID: 255-5020-0) in Spalding County.
- B. All work shall be done in accordance with Georgia Department of Transportation's (GDOT) Bridge Structure Maintenance and Rehabilitation Repair Manual, GDOT's Standard Drawings and Standard Specifications for the construction and completion of the work required.
- C. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

1.2 SCHEDULE

A **mandatory** Pre-Bid Meeting will be held on Tuesday, October 27, 2020 at 11:00AM at Jenkinsburg Road Bridge (GDOT Structure ID: 255-5020-0) located on Jenkinsburg Road at the Spalding County/Butts County line. The coordinates for the bridge are 33.290805, -84.095155. Prospective bidders must attend the pre-bid conference to be eligible to bid on the project and may contact Paragon Consulting Group at 770-412-7700 with any questions about the meeting location.

The purpose of this meeting will be to provide those interested with an oral and visual presentation of Spalding County's requirements and to allow for the presentation of questions. Attendance of the pre-bid meeting is **mandatory**.

- A. The deadline to submit questions is Wednesday, November 11, 2020 at 5:00PM.
- B. Sealed bids will be received no later than Tuesday, November 17, 2020 at 2:00PM in the Purchasing Department, Room 108 of the Spalding County Annex, 119 East Solomon Street, Griffin, Georgia 30223, at which time bids will be opened and publicly read aloud. Bids received after the above time or in any location other than the Purchasing Department **will not** be accepted. No award will be made until all bid responses have been evaluated.

1.3 SCOPE OF WORK

- A. The Contractor is to furnish all labor, material and equipment necessary to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the Spalding County Director of Public Works.

- B. All work as described in the technical specifications is subject to inspection of the Spalding County Public Works Department. All work shall be done in accordance with the laws of the State of Georgia and shall meet or exceed Georgia Department of Transportation's (GDOT) Bridge Structure Maintenance and Rehabilitation Repair Manual and/or Georgia Department of Transportation's (GDOT) 'Standard Specifications for the Construction of Roads and Bridges', latest edition and any amendments thereto. The most recent GDOT Bridge Inspection Report for the structure is attached at the end of the RFP.
- C. It shall be the Contractor's responsibility to coordinate with the Spalding County Public Works and the local GDOT Office for inspection services.

#### 1.4 GENERAL REQUIREMENTS

- A. SCHEDULE: All work shall be commenced within fifteen (15) days of the Notice to Proceed and shall be completed within ninety (90) calendar days thereafter, unless otherwise specified. Spalding County will issue the Notice to Proceed in December 2020.
- B. QUANTITIES: The quantities shown are approximate and may be increased or decreased as required to satisfy the needs of Spalding County. Any changes in the quantities are to be billed and paid for at the unit prices of the final contract.
- C. WORK ORDER CHANGES: Spalding County, without invalidating any contracts awarded based on this Invitation to Bid, may order changes within the general scope of the services required to complete the work, by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in the Bidder's total cost of or time required for, the performance of any part of the work, an equitable adjustment shall be made by mutual agreement and the Contract shall be modified in writing accordingly. All such work order changes shall be in writing.
- D. WARRANTY: The warranty period shall be for a two (2) year minimum from the date of final acceptance by Spalding County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered as defective. The Bidder also certifies that the services to be rendered pursuant to this Invitation to Bid shall be performed in accordance with the standards customarily provided by an experienced and competent professional rendering the same or similar services.
- E. PENALTIES: Spalding County will assess a \$500/per day penalty after the ninety (90) day period has expired.

#### 1.5 BRIDGE STRUCTURAL MEMBER REPAIR AND/OR REPLACEMENT REQUIREMENTS

- A. The Successful Bidder shall perform repairs and/or replacement of bridge members per GDOT's Bridge Repair Manual. Disposal of removed materials shall be the responsibility of the Contractor and at no additional cost to Spalding County.
- B. The Successful Bidder shall be pre-qualified by GDOT in Bridge Maintenance and Repairs. Certification to be provided with Bid
- C. Any welding activity must be completed by a GDOT certified Bridge Welder. Certification to be provided with Bid

## 1.6 TRAFFIC CONTROL REQUIREMENTS

- A. The Successful Bidder shall maintain safe and continuous vehicular access at all times, unless otherwise approved by Spalding County. The Contract shall provide all necessary signage and traffic control devices.
- B. The Successful Bidder shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices, and shall provide qualified flagmen where necessary to direct traffic; shall take all necessary precautions for the protection of the work and safety of the public.
- C. Construction traffic control devices and their installation shall be in accordance with the Georgia Department of Transportation and the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD).
- D. Placement and removal of construction traffic control devices shall be coordinated with Spalding County Public Works and/or Department of Transportation a minimum of 48 hours in advance. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities.
- E. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted.
- F. Construction traffic control devices used intermittently, such as “flagman ahead”, shall be removed and replaced when needed. When working within State or County Highway right-of-ways, provide trained and certified flagmen who have completed a training program approved by the Georgia Department of Transportation.
- G. Existing permanent traffic control devices within the construction work zone shall be protected from damage due to construction operations. All permanent traffic control devices requiring temporary relocation due to construction shall be located as near as possible to their original position. Their original position shall be measured for permanent reference points and recorded in a permanent log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original position. Relocated permanent traffic controls devices shall be reinstalled in their original positions as soon as possible following construction in the affected location. Any permanent traffic control device damaged during construction due to negligence of the contractor shall be replaced by the contractor at his expense.
- H. Construction traffic control devices shall be maintained in good repair, clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
- I. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Department of Transportation. Sign panels shall be of durable materials capable of maintaining their color, reflective character, and legibility during the period of construction.
- J. No highway, road, or street shall be closed to traffic without authorization from the proper authority. It shall be the contractor’s responsibility to determine the exact requirements of the authority having jurisdictions over the right-of-way and no extra compensation will be allowed the contractor for meeting such requirements.



## 1.7 BID EVALUATION CRITERIA

- A. The basis of evaluation will be the best-evaluated bid considering price and/or ability to meet Spalding County's specifications and requirements, prior Bidder performance, experience, customer references, and the capability of the Bidder to provide the service. Other considerations will include, but are not limited to:
  - i. Quality of workmanship and products used
  - ii. Timeliness of project completion
  - iii. Additional costs to Spalding County
  - iv. Guarantees and warranties
  - v. Value added services and/or options
  - vi. Compatibility with existing infrastructure

## SECTION 2 COMMUNICATION

### 2.1 COMMUNICATION OF BID INFORMATION

- A. All information, notices and addenda regarding this Bid shall be posted on Spalding County's website ([www.spaldingcounty.com](http://www.spaldingcounty.com)). It is the bidder's responsibility to check the site on a regular basis in order to confirm they have the most current information before submitting a response. Subsequent to the bid opening, all status notices will also be posted on Spalding County's website.

### 2.2 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

- A. Questions about this bid should be submitted in writing to the Spalding County Purchasing Coordinator, Terri Bass, via email ([tbass@spaldingcounty.com](mailto:tbass@spaldingcounty.com)), or by mail to Spalding County, Attn: Terri Bass, P.O. Box 1087, Griffin, GA 30224.
- B. Questions should be accompanied by the bidder's company name and cite the relevant section of the bid documents.
- C. Questions not submitted in writing will not be accepted and will not receive a response. No response other than in writing will be binding upon Spalding County. Questions received will be combined into one list of questions and responses, and the list transmitted to all Bidders who have received the bid documents.
- D. From the issue date of this request until an award has either been made or the bid deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or Spalding County employees with regard to the purpose or intent of this document. Spalding County reserves the right to reject the submission of the offending bidder if this provision is violated.
- E. Any updates or changes to this document and related documents will be posted on Spalding County's website. The current status values are: OPEN (close date has not been reached); EVALUATION (under review by the evaluation committee); NO AWARD (reason will be attached); NOIA ("Notice of Intent to Award", recommendation for the award) and AWARD (Tally of bid submissions will be published at this time).
- F. It is the bidder's responsibility to refer to the website for any addenda or other pertinent information before responding to this request.

## 2.3 PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

- A. All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, Spalding County may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.
- B. Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by Spalding County; 3) company financial information requested by Spalding County determine Contractor responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.
- C. Information received in response to this request will become the property of Spalding County and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". Spalding County will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

## SECTION 3 OVERVIEW AND PROCEDURES

### 3.1 COMPANY BACKGROUND AND EXPERIENCE

- A. Bidders must completely and truthfully fill out the attached Statement of Bidder's Qualifications form. Providing incomplete or false information may disqualify the bid at Spalding County's discretion.
- B. The Bidder will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

### 3.2 REFERENCES

- A. References should be for historical projects of similar size and scope. Details regarding these references are noted on the attached References form.

### 3.3 BID REQUIREMENTS

- A. By submitting a bid response, Bidders agree to be bound by the legal requirements and contract terms and conditions contained in this document. It is the goal of Spalding County to have contract/lease periods resulting from the award of a Bid to run congruent with Commission terms, which is calendar year. Upon agreement by both parties, the contract may be extended in annual increments, not to exceed a total of five years. Prices submitted shall be for the full term of the bid unless noted and agreed to by both parties in writing.

### 3.4 PACKAGING REQUIREMENTS

- A. Hard copies of the bid are to be submitted in a sealed opaque envelope containing one (1) original and one (1) copy, for a total of two (2) signed responses. No e-mail, fax, scanned, or verbal submissions will be accepted.

- B. The sealed envelope must be labeled on the outside with the bidder's name, the Bid Number, and the Bid Title.
- C. The bidder response to this bid must consist of the contents of the entire bid package. Incomplete submittals will be rejected at the discretion of Spalding County.

### 3.5 SUBMISSION OF BID

- A. One (1) original and one (1) copy of the **complete bid package** must be delivered to the Purchasing Department **no later than the time and date specified in Section 1. Any bid received after stated time or delivered to any department other than Purchasing will not be accepted or considered.**
- B. Proposals must be submitted to Spalding County, Attention: Purchasing, P.O. Box 1087, 119 E. Solomon Street, Griffin, GA 30224, or hand delivered to Spalding County, Attention: Purchasing, 119 E. Solomon Street, Room 108, Griffin, GA 30223.

### 3.6 ALTERNATE BID DOCUMENTS

- A. Documents prepared by Spalding County must be used for the submission of Bid Response. Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Bidders shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

### 3.7 ADDITIONAL INFORMATION / ADDENDA

- A. Spalding County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements, or explanations other than those made in this Request for Proposal and its addenda. Where there appears to be a conflict between the Request for Proposal and any addenda issued, the last addendum issued will prevail.
- B. Bidders must acknowledge any issued addenda. Bids which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the Owner's requirements.

### 3.8 WITHDRAWAL OF BID

- A. A bidder may withdraw a submitted bid before the submittal deadline without prejudice to the bidder by submitting a written request of withdrawal to the Spalding County Purchasing Coordinator, Terri Bass, via email (tbass@spaldingcounty.com), or by mail to Spalding County, Attn: Terri Bass, P.O. Box 1087, 119 E. Solomon Street, Griffin, GA 30224.

### 3.9 MINIMUM BID ACCEPTANCE PERIOD

- A. Bids shall be valid and may not be withdrawn for a minimum period of 60 days from the date specified for receipt of bids. Bidders will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

### 3.10 REJECTION AND AWARD OF BIDS

- A. Spalding County reserves the right to:
  - i. Reject any and all submittals received outside the time and place stated in the notice.

- ii. Reject any submittals showing omissions, irregularities, alteration of forms or unsolicited responses.
  - iii. Waive any technicalities or formalities of the bids.
  - iv. Reject any or all bids or any part thereof.
  - v. Obtain clarification on any point in a respondent's submittal or obtain additional information.
  - vi. Accept the bid that is in the best interest of Spalding County, regardless of whether or not it is the lowest bid.
  - vii. Award the bids received on the basis of individual items or on the entire list of items.
- B. Spalding County reserves the right to cancel this bid at any time, and will not be liable for any costs or losses incurred by the Bidder throughout this process.
- C. Where applicable, Spalding County reserves the right to make multiple awards, or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to Spalding County. If Spalding County determines that an aggregate award to one bidder is not in Spalding County's best interest, "all or none" offers will be rejected.

### 3.11 EXPENSES INCURRED BY BIDDERS

- A. All expenses involved with the preparation and submission of the bid to Spalding County, or any work performed in connection therewith, is the responsibility of the bidder.

### 3.12 BID OPENING AND AWARD OF CONTRACT

- A. All bids will be opened on the bid opening date established in Section 1, unless the date is revised by addendum, and the bids will be publicly read aloud.
- B. The bid details and related documents will not be reviewed at the bid opening. All bids and related documents will be turned over to a bid evaluation committee. No award will be made or implied at the bid opening.
- C. The Status field on Spalding County's website will be updated following any change in the Bid process. Refer to section 2.2.E for details regarding this status. Any exceptions to the public bid opening will be noted in the Schedule (Paragraph 1.2).
- D. Award of the contract will be made to the responsible bidder whose bid is responsive to the terms of this Request for Proposal and is most advantageous to Spalding County. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of Spalding County, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

### 3.13 INSPECTION AND ACCEPTANCE OF MATERIALS

- A. Where applicable, all items bid and furnished must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted.

- B. Where applicable, the manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions, and noise standards, as applicable.

### 3.14 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

- A. The bidder may be required, upon request, to prove to the satisfaction of Spalding County that he/she has the skill, experience, necessary facilities, and ample financial resources to perform the contract in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the proposal of such bidder may be rejected. Spalding County reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

### 3.15 NON-COLLUSION AFFIDAVIT

- A. By submitting a bid, the bidder represents and warrants that such bid is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the bidder has not directly or indirectly solicited any other bidder to put in a sham bid, or solicited any potential bidder to refrain from submitting a bid, and that the bidder has not in any manner sought by collusion to secure any advantage over any other bidder.
- B. By submitting a bid, the bidder represents and warrants that no official or employee of Spalding County has, in any manner, an interest directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

### 3.16 HOLD HARMLESS AND INDEMNIFICATION

- A. The Bidder agrees, insofar as it legally may, to indemnify and hold harmless Spalding County, its officers, employees and agents from and against all losses, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Bidder, its officers, employees, and agents under any of the terms of this contract.

### 3.17 BONDING REQUIREMENTS

- A. A Bid Bond in an amount equal to five percent (5%) of the base bid must accompany each bid submitted.
- B. A one hundred ten percent (110%) Performance Bond and a one hundred ten percent (110%) Payment Bond shall be furnished to Spalding County by the bidder specified on the Notice of Intent to Award.
- C. The Performance and Payment Bonds must be submitted within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later.
- D. Failure to submit appropriate bonding when requested will result in automatic rejection of the bid and the contract will not be awarded.

- E. Bonding companies must be authorized to do business in Georgia by the Georgia Insurance Commission and 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 (Department Circular 570 as amended). The bond amounts shall be increased as the contract amount is increased.

## SECTION 4 OTHER GENERAL SPECIFICATIONS

### 4.1 CONTRACTOR PAY REQUEST

- A. The Contractor shall prepare and submit monthly pay requests to the Spalding County Finance Office. Pay requests should include the information listed below.
  - i. Contractor's name and address
  - ii. Contractor contact name and telephone number
  - iii. Pay request date and number
  - iv. Quantities as listed on the Bid Tabulation for the period covered by the pay request
  - v. Tickets and other documentation used to establish quantities
  - vi. Any other information or documentation required by the contract

### 4.2 TAX LIABILITY

- A. The successful bidder will be provided with Spalding County's Sales and Use Tax Certificate of Exemption upon request.

### 4.3 PAYMENT

- A. Payment will be made for items accepted by Spalding County.
- B. Standard terms for payment are Net 30.

### 4.4 ESTIMATED QUANTITIES

- A. The quantities of items specified on the Bid Tabulation Sheet are estimates only and are not guaranteed. Payment will not be made for items or quantities specified on the Bid Tabulation Sheet which are not installed.
- B. Deviation from the estimated quantities caused by Spalding County's requirements for the project shall not constitute the basis for a price adjustment.

### 4.5 ASSIGNMENT OR NOVATION OF CONTRACT

- A. The Contractor shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of Spalding County; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of Spalding County.

#### 4.6 TERMINATION FOR CAUSE

- A. Spalding County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined, by providing a written notice to the Contractor at least thirty (30) days before the effective date of termination. The Contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.
- B. Installation of items by the completion date is critical to the terms of this contract. Spalding County considers late completion of contract items as reasonable cause to terminate the contract.
- C. The Contractor also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least sixty (60) days prior to the effective date of the contract termination.

#### 4.7 REPORTING DISPUTES

- A. The Contractor shall report any contract disputes and/or problems to the purchasing coordinator, both verbally and in writing within 48 hours of occurrence.

### SECTION 5 INSURANCE REQUIREMENTS

#### 5.1 STANDARD INSURANCE REQUIREMENTS

- A. The Contractor shall procure and maintain, at Contractor's own cost and expense, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the proposal.
- B. The required insurance must be maintained for the duration of the contract.
- C. Within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later, the Contractor must submit Certificates of Insurance and original endorsements affecting the required coverages. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by Spalding County before work commences.
- D. Comprehensive Commercial General Liability Insurance required coverages and amounts are as follows:
  - i. \$1,000,000 limit per occurrence for property damage and bodily injury
  - ii. Premise/Operations
  - iii. Blanket Explosion, Collapse and Underground Property Damage Hazard
  - iv. Products/Completed Operations Insurance
  - v. Blanket Contractual Liability
  - vi. Independent Contractors
  - vii. Broad Form Property Damage
  - viii. Personal Injury Coverage
- E. Business Automobile Liability Insurance required coverages and amounts are as follows:
  - i. \$1,000,000 limit per accident for property damage and personal injury

- ii. Comprehensive form covering all owned, leased, non-owned, and hired autos
- F. Workers' Compensation and Employers' Liability Insurance required coverages and amounts are as follows:
  - i. Benefits and monetary limits as set forth by Title 34, Chapter 9 of O.C.G.A.
  - ii. Employers' Liability coverage for \$1,000,000 per accident
  - iii. Workers' Compensation coverage is required as a condition of performing work or services for Spalding County whether or not the Bidder is otherwise required by law to provide such coverage.
- G. Umbrella Liability Insurance required coverages and amounts are as follows:
  - i. \$1,000,000 limit of liability
  - ii. Coverage at least as broad as primary coverage as outlined under paragraphs D, E and F above.
- H. Professional Liability Insurance required coverages and amounts are as follows:
  - i. \$1,000,000 or as per project (ultimate loss value per occurrence)

## 5.2 OTHER INSURANCE PROVISIONS

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Spalding County.
- B. If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Spalding County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- C. Alternatively, Spalding County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Contractor, Spalding County may deduct from sums due to the Contractor any premium costs advanced by Spalding County for such insurance.
- D. Spalding County shall be named as "additional insured" as its interest may appear.
- E. Commercial General Liability and Automobile Liability Coverage
  - i. Spalding County, members of its Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of Spalding County. The coverage shall contain no special limitations on the scope of protection afforded to Spalding County, members of Spalding County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
  - ii. The Contractor's insurance coverage shall be primary insurance as respects Spalding County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by Spalding County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.



- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Spalding County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
  - iv. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Workers' Compensation and Employers' Liability and Property Coverage
- i. The insurer shall agree to waive all rights of subrogation against Spalding County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Contractor in the performance of services under this Agreement.
- G. Deductibles and Self-Insured Retention
- i. Any deductibles or self-insured retentions must be declared to and approved by Spalding County. At the option of Spalding County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects Spalding County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- H. Acceptability of Insurer
- i. Insurance is to be placed with licensed companies doing business in the State of Georgia with an A.M. Best Rating of 'A' or better.
- I. SUBCONTRACTORS
- i. The Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

### 5.3 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- A. The following applies to successful bidders contracting for physical labor or providing services for Spalding County:
- i. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.
- B. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
- i. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

- ii. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 – DEFINED TERMS

- 1.01 Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
- A. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  - B. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  - C. *Bidder* – One who submits a Bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder.
  - D. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  - E. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  - F. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract super-sedes prior negotiations, representations, or agreements, whether written or oral.
  - G. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
  - H. Contractor—The individual or entity with whom Owner has entered into the Agreement.
  - I. Engineer—The individual or entity named as such in the Agreement.
  - J. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - K. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
  - L. Notice to Proceed—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

- M. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
- N. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- O. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- P. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- Q. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- R. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- S. *Successful Bidder*—The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes and award.
- T. Unit Price Work—Work to be paid for on the basis of unit prices.
- U. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office. Bidding Documents are open for inspection to prospective bidders at the Issuing Office for the purpose of review in order to determine if the prospective bidders wish to obtain Bidding Documents.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents whether obtained from the Owner, Engineer, Issuing Office, or other sources.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within ten (10) days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience of similar projects relative to cost and scope, present commitments, and such other data.
- 3.02 The Bidder will be required to provide evidence of compliance with the requirements of O.C.G.A. 43-14 (Construction Industry Licensing Board Acts and Rules and Regulations) with respect to the requirements of the code. Failure of Bidder to provide such information, if requested, within ten (10) days of notification of request, shall be grounds for forfeiting of the bid security of that Bidder. Any bid not bearing the Bidder's Contractor License number issued by the State of Georgia Construction Industry Licensing Board will not be considered by the Owner.
- 3.03 *Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.*
- 3.04 ***The bid bond and payment/performance bonds must be under the name of the contractor submitting the bid and listed as the bidder of record.***
- 3.05 ***The required information to be considered a bidder of record, including a completed Bidder of Record Information Form, bonding capacity letter from the plan holder's surety company, and a copy of the plan holder's current contractor license must be received at least three business days prior to the bid opening date and time. Any plan holder not providing the required information by this time will not be considered a bidder of record. A bid received from a plan holder not considered a bidder of record will not be accepted, opened, or considered by the owner.***

### ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Owner will provide:
1. Reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
  2. Drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. *(Note: There are no additional reports which have been prepared by Engineer for this specific project.)*

#### 4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. (Note: There are no additional reports which have been prepared by Engineer for this specific project.)

#### 4.03 *Hazardous Environmental Condition*

- A. The Owner will provide any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. (Note: There are no additional reports which have been prepared by Engineer for this specific project.)

4.04 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Instruction to Bidders as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.03 of the Instruction to Bidders as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1)

the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents;

- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; **this includes, but is not limited to, review of the Bid Tabulation quantities for the project. Contractor shall review the plans and all bid tabulation items/quantities and report any discrepancies immediately to the Engineer;** and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 – SITE AND OTHER AREAS**

5.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 6 – INTERPRETATIONS AND ADDENDA**

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 7 – BID SECURITY**

7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, cashier's check, cash or a Bid bond (on the form attached) issued by a surety meeting the requirements below.

### **A. Performance, Payment, and Other Bonds**

1. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Article 7.01.B, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
2. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
3. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Article 7.01.A.2, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Article 7.01.A.2 and 7.01.B.1.

### **B. Correction Period**

1. If within two year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - a. repair such defective land or areas; or
  - b. correct such defective Work; or



- c. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - d. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
2. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
  3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
  4. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article 7.01, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
  5. Contractor's obligations under this Article 7.01 are in addition to any other obligation or warranty. The provisions of this Article 7.01 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### C. Licensed Sureties and Insurers

1. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

7.02 *The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.*

7.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 8 – CONTRACT TIMES**

8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 9 – LIQUIDATED DAMAGES**

9.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

10.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## **ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

11.01 If the Bid Documents require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Contract.

11.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

11.04 Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:

- 11.05 shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
- 11.06 shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- 11.07 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- 11.08 Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- 11.09 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 11.10 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

## **ARTICLE 12 – PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 The bid tabulation consists of unit prices for completion of Project and shall include all necessary material, plus cost for delivery, installation, insurance, overhead, profit and applicable taxes.

- 12.04 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.05 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.06 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.07 A Bid by an individual shall show the Bidder's name and official address.
- 12.08 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.09 **All names shall be printed in ink below the signatures.**
- 12.10 *The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.*
- 12.11 *Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.*
- 12.12 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state utility contractor license number, if any, shall also be shown on the Bid Form.

### **ARTICLE 13 – BASIS OF BID; COMPARISON OF BIDS**

- 13.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
  - B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Article 13.01.C.
  - C. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor.

- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- E. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

#### **ARTICLE 14 – SUBMITTAL OF BID**

14.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be submitted in the Bid Submittal Document as contractor received it. If bid is not submitted (including all supporting documentation) within the Bid Submittal Document, the bid will be disqualified. The Bid Submittal Document should be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner at the address given in the advertisement.

#### **ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16 – OPENING OF BIDS**

- 16.01 **Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. The apparent low bidder will not be evaluated and/or announced at bid opening. Bids will be evaluated, and all bidders will be supplied the bid summary information within five (5) business days after the date of the bid opening.**
- 16.02 The Owner is not obligated to consider a Bidder's proposal, if Bidder is not on record with the Issuing Office as having received complete Bidding Documents from the Issuing Office.
- 16.03 No bid shall be considered unless a proper Bid Bond, Surety Affidavit or other security authorized in Article 7 of these Instructions to Bidders is submitted.

## **ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, incomplete, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

18.02 Owner reserves the right to not award the contract if the funding is not secured and not available within the time allowed for the bids to be accepted.

18.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Conditional bids will not be accepted.

18.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, financial ability, and historical data of past projects such as schedule, quality, and budget of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

18.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 19 – SIGNING OF AGREEMENT**

19.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within ten (10) days

thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within thirty (30) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 20 – LAWS AND REGULATIONS**

20.01 All applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## **BID FORM**

TO: PURCHASING COORDINATOR  
SPALDING COUNTY, GEORGIA

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with Spalding County, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

### **JENKINSBURG ROAD BRIDGE TRUSS REPAIR PROJECT**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with Spalding County in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation's (GDOT) Bridge Structure Maintenance and Rehabilitation Repair Manual and the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid Tabulation for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The quantities listed on the Bid Tabulation are estimates only. Bidders are responsible for field verification and calculations. Bidders should report any discrepancy greater than five percent (5%) that is discovered between their field verification and the estimated quantities listed on the Bid Tabulation.

If any discrepancy exists between the Unit Price and the Item Total submitted by the Bidder, the unit price will be used.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within fifteen (15) calendar days from receipt of Notice to Proceed and to complete all Work within ninety (90) calendar days from the Notice to Proceed. Spalding County will issue the Notice to Proceed in December 2020.

Attached hereto is an executed Bid Bond equal to five percent (5%) of the bid amount.

If this bid shall be accepted by Spalding County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Intent to Award of the Contract, then Spalding County may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to Spalding County as liquidated damages.



Bidder acknowledges receipt of the following addenda:

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

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ .

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

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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

Printed Title \_\_\_\_\_

**JENKINSBURG ROAD BRIDGE TRUSS REPAIR PROJECT**

**BID TAB**

**OCTOBER 2020**

<b>Item</b>	<b>Ref #</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Item Total</b>
1		PAYMENT & PERFORMANCE BONDS	1	LS	\$ -	\$ -
2		MOBILIZATION	1	LS	\$ -	\$ -
3		TRAFFIC CONTROL	1	LS	\$ -	\$ -
4		REPLACE BASE PLATES AND BEARING PADS	4	EA	\$ -	\$ -
5		REPLACE STRINGERS	4	EA	\$ -	\$ -
6		REPLACE DAMAGED/MISSING BOLTS	100	EA	\$ -	\$ -
7		REPLACE BRACING PLATES (5" x 11-1/4")	36	EA	\$ -	\$ -
8		REPLACE BRACING PLATES (7-3/4" x 11-1/4")	19	EA	\$ -	\$ -
9		REMOVE ACCESSORY WALK BOARD SUPPORTS	4	EA	\$ -	\$ -
10		REPAIR GOUGE IN ANGLE IRON BRACING	1	EA	\$ -	\$ -
<b>TOTAL COST =</b>						<b>\$ -</b>



Jenkinsburg Road Bridge (Note Overhead Utilities)



Base Plates and Bearing Pads



Base Plates and Bearing Pads



Base Plates and Bearing Pads

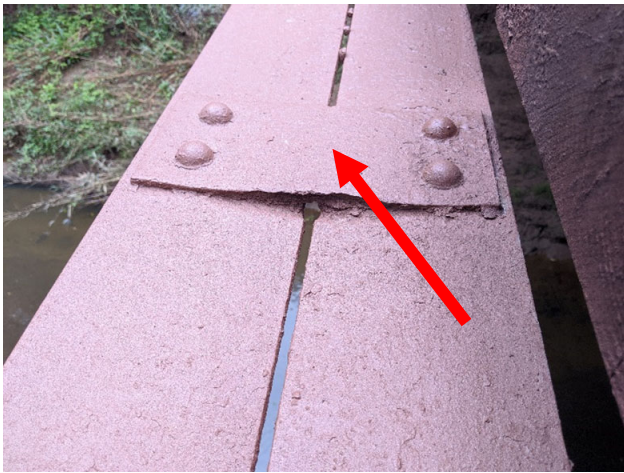


Bracing Plate (7-3/4" x 11-1/4")



Stringers





Bracing Plate (5" x 11-1/4")



Bracing Plate (5" x 11-1/4")



Example of Accessory Walk Board Support (1 of 4)



Example of Typical Damaged Bolt



Gouge in Angle Iron Bracing

08.27.2020

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized and submitted with Bid. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. Georgia Contractor License No. \_\_\_\_\_
4. When organized \_\_\_\_\_
5. If a corporation, where incorporated \_\_\_\_\_
6. How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_
7. General character of work performed by your company \_\_\_\_\_  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?
9. Have you ever defaulted on a contract? \_\_\_\_\_ If so, where and why?
10. Attached sheet(s) listing the more important projects recently completed by your company, stating the approximate cost for each, name, address, and telephone number of Owner and/or Engineer; and the month and year completed.
11. Attached sheet(s) listing your major equipment and equipment manufacturer available for this contract.
12. Attached sheet(s) listing experience in construction work similar in importance to this project.
13. Attached sheet(s) listing background and experience of the principal members of your organization, including the officers.
14. Attached sheet(s) detailing contracts on hand: (Schedule these, showing amount of each contract, name, address and telephone number of Owner and/or Engineer; and the appropriate anticipated dates of completion.)
15. Credit available: \$ \_\_\_\_\_
16. Give bank references: \_\_\_\_\_
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Spalding County? \_\_\_\_\_
18. Have the principals of the corporation ever been associated with another corporation?  
\_\_\_\_\_

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Spalding County in verification of the recitals comprising this Statement of Bidder's Qualifications. Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NAME OF BIDDER

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_ of  
(Name of Organization): \_\_\_\_\_ and that the answers to the foregoing  
questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires

\_\_\_\_\_, 20\_\_\_\_

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Effective July 1, 2007, the following language is required to be included in all contracts entered into by the SPALDING COUNTY for the physical performance of services:

"A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit E and is incorporated into this Agreement by reference herein.

B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. \_\_\_\_\_ 500 or more employees;
2. \_\_\_\_\_ 100 or more employees;
3. \_\_\_\_\_ Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

STATE OF GEORGIA  
\_\_\_\_\_ COUNTY

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with Spalding County has registered with and is participating in a federal work authorization program\* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with SPALDING COUNTY of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor’s execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Spalding County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify (# issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

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

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

Sworn to and subscribed before me  
This \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

My commission expires: \_\_\_\_\_

\*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 of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” 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).



STATE OF GEORGIA  
\_\_\_\_\_ COUNTY

**SUBCONTRACTOR AFFIDAVIT**

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between \_\_\_\_\_ (name of contractor) and Spalding County has registered with and is participating in a federal work authorization program\* in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

\_\_\_\_\_  
EEV / E-Verify (# issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

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

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

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My commission expires: \_\_\_\_\_

\*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 of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" 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).

**AFFIDAVIT VERIFYING STATUS FOR SPALDING COUNTY BUSINESS TRANSACTIONS**

By executing this affidavit under oath, as an applicant for a Spalding County, Georgia Business License or Occupational Tax Certificate, Alcohol License, Taxi Permit, or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Spalding County public benefit.

I am stating the following for \_\_\_\_\_  
(Name of person applying on behalf of business, corporation, partnership, or other private entity)

As a representative of \_\_\_\_\_  
(Name of the business, corporation, partnership, or other private entity)

Check only one:

- 1) \_\_\_\_\_ I am a United States citizen
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States 18 years of age or older, please include Alien Registration Number below signature\*
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States\*

\*OCGA § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_  
(Number and Document Source)

In making the above statement under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of OCGA Section 16-10-20.

\_\_\_\_\_  
Signature of Applicant                      Date

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

\_\_\_\_\_  
\*Alien Registration Number for Non-citizens

NOTARIZATION REQUIRED:

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

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

Please supply an E-mail address which Spalding County may use for any future correspondence to your firm or to request this form in subsequent years:

Email Address: \_\_\_\_\_

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER:

SPALDING COUNTY  
119 E. SOLOMON ST.  
GRIFFIN, GA 30223

BID

Bid Due Date: JUNE 30, 2020 at 2:00PM  
Description:  
LOCAL MAINTENANCE AND IMPROVEMENT GRANT  
RESURFACING PROJECT 2020

BOND

Bond Number:

Date:

Penal sum	FIVE PERCENT OF BID	5% OF BID
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 90 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in the Superior Court of Spalding County, Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**CONSTRUCTION PERFORMANCE BOND**  
**(This form must be used as Construction Performance Bond Form)**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER:

SPALDING COUNTY  
119 EAST SOLOMON STREET  
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: LOCAL MAINTENANCE AND IMPROVEMENT GRANT RESURFACING PROJECT 2020

BOND

Bond Number:

Date:

Amount: ***(110% of Contract Amount)***

Modifications to this Bond Form:  None  See Paragraph 16

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_ *(seal)*  
Contractor's Name and Corporate Seal

\_\_\_\_\_ *(seal)*  
Surety's Name and Corporate Seal

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted

within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**BOND SHALL BE 110% OF CONTRACT AMOUNT.**

**CONSTRUCTION PAYMENT BOND**  
**(This form must be used as Construction Payment Bond Form)**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER:

SPALDING COUNTY  
119 EAST SOLOMON STREET  
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: LOCAL MAINTENANCE AND IMPROVEMENT GRANT RESURFACING PROJECT 2020

BOND

Bond Number:

Date:

Amount: **(110% of Contract Amount)**

Modifications to this Bond Form:  None  See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or

Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**BOND SHALL BE 110% OF CONTRACT AMOUNT.**

# Georgia Department of Transportation

## Bridge Inspection Report

**District:** 4841300000 - District Three-

**Location ID:** 255-00115X-000.01S

**Structure ID:** 255-5020-0

**Bridge Information:** 6-Revised inventory or operating ratings; load limits

**Inspection Area:** 3

**Over:** TOWALIGA RIVER

**Road Name:** JENKINSBURG ROAD

**County:** Spalding



**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD

**County:** Spalding

## Evaluation

**Topside Inspection Team**                      **Inspection Type:** General                      **Inspection Date:** 08/27/2020  
**Team Leader:** Mark Otis Gooden  
**Assistants:** Keith Ford

### Deck

**NBIS Condition** 7 - Good Condition                      **Material:** I. Timber

**Deck Wearing Surface Type:** 7. Timber

Deck has been replaced 2010?? with 4" deep x 19.5" wide x 17.5' Long timber planks. Fastened to stringers with bolts. (bolted through the top flanges of stringers)

Most of the deck boards have become loose and need to be secured; loud banging noise as traffic crosses structure; loose connection at stringers could be causing attachment holes to enlarge. 2018:: Deck board connections have been tightened.

Several deck boards have moderate checks and splits.

### Superstructure

**NBIS Condition** 4 - Poor Condition                      **Material:** M. Steel                      **Year Painted:** 2010

**Paint Type :** 1- Lead Chromate Oil Alkyd System                      **Temperature (F):** 85

Steel truss 102' long with 8-W10X19 steel stringers (16.75' long), spaced 2.3'.

8/27/2020: Fracture critical inspection performed by Mark Otis Gooden and Byron Keith Ford.

Both Abutments; stringer ends have minor to moderate corrosion with section loss up to 1/16".  
Several stringers have missing bolts; also some have loose nuts on the bolts and need to be replaced.  
Floor beam connections have moderate rust.

Gusset plates at the abutments have section loss as noted: Original section = 0.375" thick.

Abutment 1 left, exterior gusset plate has moderate corrosion and pitting with section loss up to 0.0625". (See photo)  
Abutment 1 left, interior gusset plate has moderate rust and corrosion with section loss; from 0.188" to 0.25" remaining and needs to be repaired.  
Abutment 1 left, bearing 1, exterior nut on the bearing assembly has rusted away and needs to be repaired.

Abutment 1, right exterior gusset plate has minor to moderate rust and corrosion.  
Abutment 1 right, interior gusset plate has moderate corrosion and pitting with section loss up to 0.0625".

Abutment 2 left, exterior gusset plate has moderate corrosion and pitting with section loss up to 0.0625"  
Abutment 2 left, interior gusset plate has severe corrosion with section loss; small holes have now made one larger hole (1.5" long x 0.5" wide); also has pin holes in the surrounding section. (See new photo)

Abutment 2 right, exterior gusset plate has minor to moderate rust and corrosion.  
Abutment 2 right, interior gusset plate has moderate rust and corrosion with section loss; from 0.188" to 0.25" remaining and needs to be repaired.

LO 1 has missing bolts from side plate and nuts missing on top plate. (Bolt in side plate has been replaced 08/17/05).

Several of the lower interior gusset plates have bolts with nuts that have completely rusted away and need to be repaired. L2, L4, and L6, left and right. photos

Top left interior and exterior gusset plates at U5 have seven (interior) and six (exterior) loose nuts that need to be tightend; rust stains coming from behind nuts. 2018: Bolts have been tightened; however, now has one bolt missing and needs to be replaced. 8/27/2020: Several bolts in the exterior plate are loose; interior plate is still missing a bolt. photo

All stringers; deck boards are bolted through the top of flanges of each stringer, spaced approximately 1.0' apart throughout. (See photo)

Structure has been "Painted" Silver -- no primer 2010. Does not appear to have been cleaned before painting; paint is peeling/flaking at both abutments.---- Due to the "Rough" paint it is very hard to see any cracking at present time.

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD  
**County:** Spalding

Hazard boards have been tack welded to the upper cord vertical connectors.

8/27/2020: Temporary braces (Supports for scaffolding/platforms) have been welded to the bottom chords on both sides of the structure to be used during cleaning and painting. Clayton Bennett was notified by Team 3 and he advised the repair would need to be completed by a GDOT approved certified welder; TJ Imberger with Spalding County was notified by Mark Gooden by phone and e-mail. Photos Locations include 5' forward of abutment 1, 5' forward of L4, 5' rear of L 10, 4' rear of Abutment 2 on both sides; brace has been removed on the right side near abutment 1 leaving a notch/crack on the corner and top of outside chord and a gouge on the outside face.

### Substructure

**NBIS Condition** 7 - Good Condition      **Material:** O. Concrete      **Year Painted:** 0000

**Paint Type :** 0- Not Applicable

Concrete abutments.

Minor vertical cracking in the abutment walls.

### General

#### This Bridge:

Built 1953,Project Built by County

Equipment Used: Hand tools, wader, and ladder.

8/27/2020: Fracture critical inspection performed by Mark Otis Gooden and Byron Keith Ford.

2018: Local resident advised he has seen loaded log trucks cross this structure recently.

### Conditional Situations

**Confined Space:** No

**Traffic Control Needed:** No

### Equipment Used

**Access Equipment:** 24' Ladder

**Topside Boat:** None

**Waders:** Hip boots

**Special Imaging Device:** None

### Load Rating and Posting

Truck Type	Gross/H-Modified	HSMmodified	Tandem	3-S-2	Log	Piggy
Calculated Posting	08	00	00	00	00	00
Posting Required	Yes	No	No	No	No	No
Existing Posting	08	00	00	00	00	00

**Item 103 Temporarily Shored :** No

**Posting Required:** Yes

**Item 41 - Structure Open, Posted or Closed:** P. Posted for load

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD

**County:** Spalding

***Element Data***

Element	Parent Element	Measurement Unit	Env*	Quantity	State 1	State 2	State 3	State 4
31-Timber Deck		SQUARE FEET	2	2060	1760	200	100	
113-Steel Stringer		Linear Foot	2	816	0	784	32	
515-Steel Protective Coating (113)	113-Steel Stringer	SQUARE FEET	2	2146	0		2062	84
120-Steel Truss		Linear Foot	2	102	0		102	
515-Steel Protective Coating (120)	120-Steel Truss	SQUARE FEET	2	4292	0	4292		
152-Steel Floor Beam		Linear Foot	2	100	0	100		
515-Steel Protective Coating (152)	152-Steel Floor Beam	SQUARE FEET	2	353	0		318	35
162-Steel Gusset Plate		Each	2	26	0	22	2	2
515-Steel Protective Coating (162)	162-Steel Gusset Plate	SQUARE FEET	2	104	0		84	20
215-Reinforced Conc Abutment		Linear Foot	2	50	30	20		
311-Movable Bearing		Each	2	2	0		2	
515-Steel Protective Coating (311)	311-Movable Bearing	SQUARE FEET	2	4	0			4
313-Fixed Bearing		Each	2	2	0		2	
515-Steel Protective Coating (313)	313-Fixed Bearing	SQUARE FEET	2	4	0			4
330-Metal Bridge Railing		Linear Foot	2	204	204			

**Env\* = Environment**

***Defects***

Element	Defect	State 2	State 3	State 4
113-Steel Stringer	Corrosion	784	32	
120-Steel Truss	Corrosion		102	
152-Steel Floor Beam	Corrosion	100		
162-Steel Gusset Plate	Corrosion	21	2	2
162-Steel Gusset Plate	Connection	1		
215-Reinforced Conc Abutment	Cracking (RC and Other)	20		
31-Timber Deck	Check/Shake		100	
31-Timber Deck	Connection	200		
311-Movable Bearing	Corrosion		2	
313-Fixed Bearing	Corrosion		2	
515-Steel Protective Coating (113)	Effectiveness (Steel Protective Coatings)		2062	84
515-Steel Protective Coating (120)	Effectiveness (Steel Protective Coatings)	4292		
515-Steel Protective Coating (152)	Effectiveness (Steel Protective Coatings)		318	35
515-Steel Protective Coating (162)	Effectiveness (Steel Protective Coatings)		84	20
515-Steel Protective Coating (311)	Effectiveness (Steel Protective Coatings)			4
515-Steel Protective Coating (313)	Effectiveness (Steel Protective Coatings)			4

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD  
**County:** Spalding

***Maintenance Items***

Activity	Work Quantity	Priority	Location	Inspection Date	Completion Date	Comments
810 - DECK REPAIR (SQUARE FEET)		B	Deck boards	08/24/2016	08/27/2018	Deck has several deck boards that have become loose and need to be tightend/secured.
000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce) ()		C	Stringers and floor beams	08/24/2016		Stringer bearings, and floor beams need to be cleaned and painted.
845 - OTHER BRIDGE MAINT (PERSON HOURS)		B	Left B 4 Gusset plate	08/24/2016		Top left interior and exterior B 4 gusset plate has loose nuts that need to be tightened.
830 - REP MAIN STRUCT MEMBERS (PERSON HOURS)		B	Truss	08/24/2016		Repair corrosion and section loss in the structural members.

**District:** 4841300000 - District Three-

**Inspection Area:** 3

**County:** Spalding

**Location ID:** 255-00115X-000.01S

**Over:** TOWALIGA RIVER

**Structure ID:** 255-5020-0

**Road Name:** JENKINSBURG ROAD

---

**No Specialized Inspection performed on this bridge.**



**District:** 4841300000 - District Three-

**Inspection Area:** 3

**County:** Spalding

**Location ID:** 255-00115X-000.01S

**Over:** TOWALIGA RIVER

**Structure ID:** 255-5020-0

**Road Name:** JENKINSBURG ROAD

---

**No Other Special Inspection performed on this bridge.**

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD

**County:** Spalding

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## *Fracture Critical Inspection*

### **Inspection Team**

**Team Leader :** Mark Otis Gooden

**Inspection Date :** 08/26/2019

**Assistants :** Keith Ford

### **Deck**

**NBIS Condition Code :** 6 - Satisfactory Condition

Deck has been replaced 2010?? with 4" deep x 19.5" wide x 17.5' Long timber planks. Fastened to stringers with bolts. (bolted through the top flanges of stringers)

Most of the deck boards have become loose and need to be secured; loud banging noise as traffic crosses structure; loose connection at stringers could be causing attachment holes to enlarge. 2018:: Deck board connections have been tightened.

Several deck boards have moderate checks and splits.

### **Superstructure**

**NBIS Condition Code :** 4 - Poor Condition

**Temperature (F):** 85

Steel truss 102' long with 8-W10X19 steel stringers (16.75' long), spaced 2.3'.

Both Abutments; stringer ends have minor to moderate corrosion with section loss up to 1/16".

Several stringers have missing bolts; also some have loose nuts on the bolts.

Floor beam connections have moderate rust.

Gusset plates at the abutments have section loss as noted: Original section = 0.375" thick.

Abutment 1 left, exterior gusset plate has moderate corrosion and pitting with section loss up to 0.0625". (See photo)

Abutment 1 left, interior gusset plate has moderate rust and corrosion with section loss; from 0.188" to 0.25" remaining and needs to be repaired.

Abutment 1 left, bearing 1, exterior nut on the bearing assembly has rusted away and needs to be repaired.

Abutment 1, right exterior gusset plate has minor to moderate rust and corrosion.

Abutment 1 right, interior gusset plate has moderate corrosion and pitting with section loss up to 0.0625".

Abutment 2 left, exterior gusset plate has moderate corrosion and pitting with section loss up to 0.0625"

Abutment 2 left, interior gusset plate has severe corrosion with section loss; small holes have now made one larger hole (1.5" long x 0.5" wide); also has pin holes in the surrounding section. (See new photo)

Abutment 2 right, exterior gusset plate has minor to moderate rust and corrosion.

Abutment 2 right, interior gusset plate has moderate rust and corrosion with section loss; from 0.188" to 0.25" remaining and needs to be repaired.

LO 1 has missing bolts from side plate and nuts missing on top plate. (Bolt in side plate has been replaced 08/17/05.

Top left interior and exterior gusset plates at B 4 has seven (interior) and six (exterior) loose nuts that need to be tightend; rust stains coming from behind nuts. 2018: Bolts have been tightened; however, now has one bolt missing and needs to be replaced.

All stringers; deck boards are bolted through the top of flanges of each stringer, spaced approximately 1.0' apart throughout. (See photo)

Structure has been "Painted" Silver -- no primer 2010. Does not appear to have been cleaned before painting; paint is peeling/flaking at both abutments.---- Due to the "Rough" paint it is very hard to see any cracking at present time.

Hazard boards have been tack welded to the upper cord vertical connectors.

### **Substructure**

**NBIS Condition Code :** 7 - Good Condition

Concrete abutments.

Minor vertical cracking in the abutment walls.

### **General**

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD  
**County:** Spalding

---

Built 1953, Project Built by County

Equipment Used: Hand tools, wader, and ladder.

Large amount of dirt and debris around the gusset plate connections at both abutments needs to be removed. 2018: County has pressure washed out around the connections at both abutments.

8/26/2019: Fracture critical inspection performed by Mark Otis and Keith Ford

2018: Local resident advised he has seen loaded log trucks cross this structure recently.

Recommended maintenance:

Clean and paint stringers and bearings at both abutments.

Gusset plates at both abutments have section loss and need to be repaired.

Floor beam connections have moderate rust.

Top left interior gusset plate (B 4) has a bolt missing and needs to be replaced.

Several stringers have missing bolts; also some have loose nuts and need to be repaired.

### Conditional Situations

**Confined Space:** No

**Traffic Control Needed:** No

### Equipment Used

**Access Equipment:** 24' Ladder

**Special Imaging Device:** None

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3      **County:** Spalding  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD

---

***Bridge Components***  
***Superstructure Data***

Span #	Beam Type	Beam Spacing	Length	# Beams	Remarks
1	Steel	2.3	102	8	Steel Truss

***Bearing Data***

Span #	Rear Type Bearing	Forward Type Bearing	Remarks
1	08 - Beam on Cap	08 - Beam on Cap	Truss Bearing Joints.

**District:** 4841300000 - District Three-

**Inspection Area:** 3

**County:** Spalding

**Location ID:** 255-00115X-000.01S

**Over:** TOWALIGA RIVER

**Structure ID:** 255-5020-0

**Road Name:** JENKINSBURG ROAD

---

**This bridge has no intersected feature.**

**District:** 4841300000 - District Three-

**Inspection Area:** 3

**County:** Spalding

**Location ID:** 255-00115X-000.01S

**Over:** TOWALIGA RIVER

**Structure ID:** 255-5020-0

**Road Name:** JENKINSBURG ROAD

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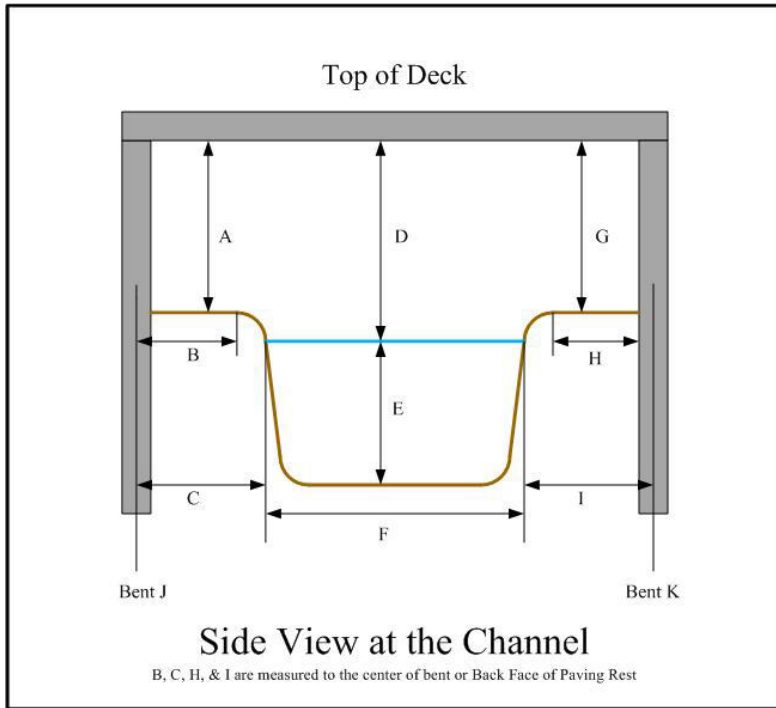
**No Underwater Inspection performed on this bridge.**

**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD

**County:** Spalding

**Waterway Information**



- A :** 10
- B :** 16
- C :** 26
- D :** 14.7
- E :** 01.5
- F :** 56
- G :** 12
- H :** 15
- I :** 20
- J :** 1
- K :** 2

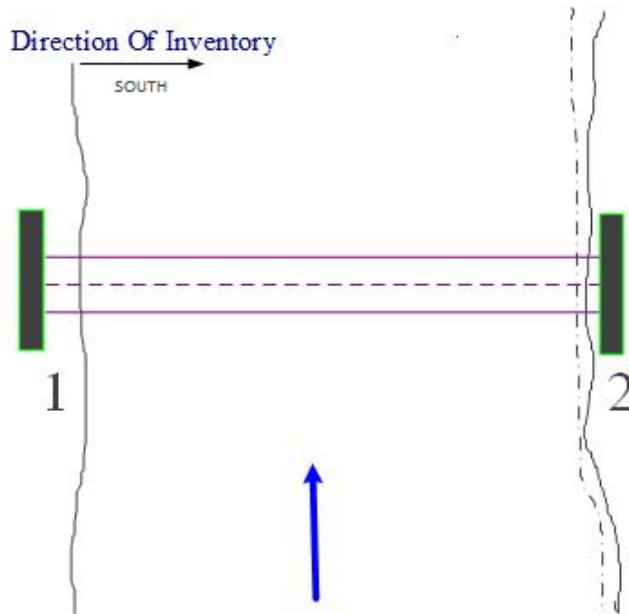
**Location of Bridge Height :** 29' rear of abutment 2  
**Bridge Height Taken:** DOWNSTREAM  
**Scour Condition :** 7  
**Waterway Adequacy :** 7  
**Channel Protection :** 7

**Comments :**

**Substructure Skew =** 0

**Channel Skew =** 0

**Stream Angle =** 0



**District:** 4841300000 - District Three-  
**Location ID:** 255-00115X-000.01S  
**Structure ID:** 255-5020-0

**Inspection Area:** 3                      **County:** Spalding  
**Over:** TOWALIGA RIVER  
**Road Name:** JENKINSBURG ROAD

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***Collision Information***

**Beam Type :**  
**Span # with Beam Damage :**  
**Total # of Beams in Span :**  
**# of Damaged Beams :**

**Minimum Vertical Clearance :** ft - in

**Actual Vertical Clearance at  
Point of Impact :** ft - in

**Posted Vertical Clearance :** ft - in

**Report Type :**

**Report Date :**

---

**Damage Location in Span :**

**Damage Type :**  
**Damage Details :**

**Repairs Required :** No  
**Repair Details :**

**Repairs Made :** No

**Additional Comments :**



*Photographs*

Spalding 8-27-2020 058.JPG



Abutment 1, left exterior gusset plate has moderate rust and corrosion with section loss up to 0.0625"

Spalding 8-27-2020 063.JPG



Abutment 2, left interior gusset plate has severe corrosion/section loss with some 1/16" to 1/8" dia. holes. 0.12" remaining in this area. 9/01/2010: Small holes now make one larger hole 1.5" long x

Spalding 8-27-2020 064.JPG



Abutment 2, left interior gusset plate has severe corrosion/section loss with some 1/16" to 1/8" dia. holes. 0.12" remaining in this area. 9/01/2010: Small holes now make one larger hole 1.5" long x

Spalding 8-27-2020 044.JPG



Posting Rear

Spalding 8-27-2020 061.JPG



Posting Forward

Spalding 8-27-2020 071.JPG



Right side



### Photographs

Spalding 8-27-2020 038.JPG



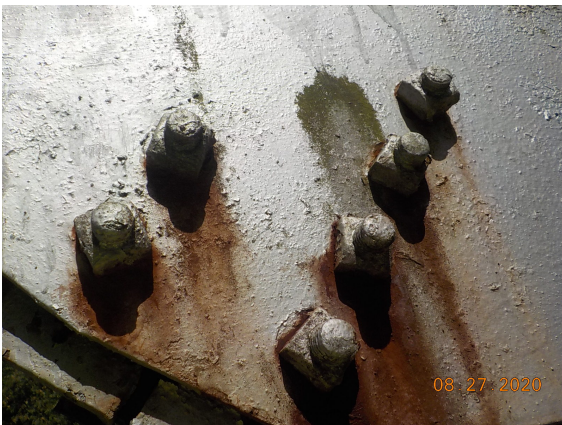
Top left interior gusset plate U5 has several loose nuts that need to be tightend; rust stains coming from behind nuts; interior plate is missing one bolt.

Spalding 8-27-2020 039.JPG



Top left interior gusset plate U5 has several loose nuts that need to be tightend; rust stains coming from behind nuts; interior plate is missing one bolt.

Spalding 8-27-2020 040.JPG



Top left interior gusset plate U5 has several loose nuts that need to be tightend; rust stains coming from behind nuts; interior plate is missing one bolt.

Spalding 8-27-2020 065.JPG



Abutment 2, right interior gusset plate has corrosion with pitting and section loss with 0.188" to 0.25" remaining.

Spalding 8-27-2020 066.JPG



Abutment 2, right interior gusset plate has corrosion with pitting and section loss with 0.188" to 0.25" remaining.

Spalding 8-27-2020 059.JPG



Deck boards have been bolted through the top flanges of each stringer; approximately 1.0' apart.



**Photographs**

**Spalding 8-27-2020 069.JPG**

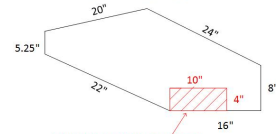


Looking at Abutment 2

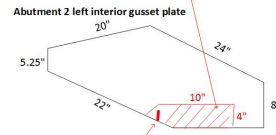
**255-5020-0 Interior Gusset Plates.jpg**

Interior gusset plates with moderate to severe section loss

Abutment 1 left interior gusset plate  
 Abutment 2 right interior gusset plate



Severe corrosion with pitting and section loss with 0.188" to 0.25" remaining. Original section 0.375"



Severe corrosion with section loss. Small holes have now made one larger hole (1.5" long x 0.5" wide) also pin holes in the surrounding area

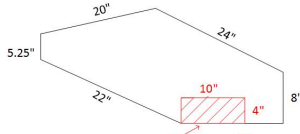
Abutment 1 right interior gusset has minor section loss up to 0.0625"

Sketch showing area for section loss at the abutments; Interior plates.

**255-5020-0 Exterior Gusset Plates.jpg**

Gusset plates with section loss

Abutment 1, left exterior gusset plate  
 Abutment 2, left exterior gusset plate



Moderate corrosion with pitting and minor section loss up to 0.0625"  
 Original section 0.375"

Abutment 1, right exterior gusset plate has minor to moderate rust and corrosion

Abutment 2, right exterior gusset plate has minor to moderate rust and corrosion

Sketch showing area for section loss at the abutments; Interior plates.

**Spalding 8-27-2020 054.JPG**



Abutment 1, right exterior gusset plate has minor to moderate rust and corrosion.

**Spalding 8-27-2020 056.JPG**



Abutment 1, left interior gusset plate has moderate rust and corrosion with section loss; from 0.188" to 0.25" remaining and needs to be repaired.

**Spalding 8-27-2020 057.JPG**



Abutment 1, left interior gusset plate has moderate rust and corrosion with section loss; from 0.188" to 0.25" remaining and needs to be repaired.



*Photographs*

Spalding 8-27-2020 060.JPG



Deck board split

Spalding 8-27-2020 070.JPG



Abutment 2, left exterior gusset plate

Spalding 8-27-2020 062.JPG



Abutment 2, left exterior gusset plate

Spalding 8-27-2020 067.JPG



Abutment 2, right exterior gusset plate

Spalding 8-27-2020 068.JPG



Abutment 2, right exterior gusset plate

Spalding 8-27-2020 055.JPG



Abutment 1, right interior gusset plate.



### Photographs

Spalding 8-27-2020 045.JPG



Right bottom chord, 6.0' forward of abutment 1; temporary brace removed leaving a crack/notch on the top of angle and a gouge on the exterior face.

Spalding 8-27-2020 046.JPG



Right bottom chord, 6.0' forward of abutment 1; temporary brace removed leaving a crack/notch on the top of angle and a gouge on the exterior face.

Spalding 8-27-2020 037.JPG



Lower gusset plate nuts rusted away. L 6 right pictured; others similar.

Spalding 8-27-2020 043.JPG



Looking, direction of inventory.

Spalding 8-27-2020 042.JPG



Temporary scaffold support braces welded to the bottom chord on both sides.

Spalding 8-27-2020 041.JPG



Temporary scaffold support braces welded to the bottom chord on both sides.



**Photographs**

**Spalding 8-27-2020 051.JPG**



Temporary scaffold support braces welded to the bottom chord on both sides.

**Spalding 8-27-2020 052.JPG**



Temporary scaffold support braces welded to the bottom chord on both sides.

**Spalding 8-27-2020 053.JPG**



Temporary scaffold support braces welded to the bottom chord on both sides.