



SPALDING COUNTY, GEORGIA

INVITATION TO BID

BID 2022-001

FOR

**2021 LOCAL MAINTENANCE AND IMPROVEMENT GRANT
RESURFACING PROJECT**

ISSUE DATE: July 9, 2021

BID DUE DATE: Thursday, August 12, 2021 At 3:30pm EST in HARD COPY.
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.

A pre-bid meeting is scheduled for Tuesday, July 27, 2021 at 11:00AM.

The deadline to submit questions is Wednesday, August 4, 2021 at 5:00PM.

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
119 East Solomon Street, Room 104
Griffin, GA 30223**

SPALDING COUNTY, GEORGIA
INVITATION TO BID
2022-001
LOCAL MAINTENANCE AND IMPROVEMENT GRANT
RESURFACING 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 paving, resurfacing and striping work on various roadways in Spalding County for a Local Maintenance and Improvement Project Grant (LMIG) Resurfacing Project.
- B. All work shall be done in accordance with Georgia Department of Transportation's (GDOT) 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. A Pre-Bid Meeting will be held on Tuesday, July 27, 2021 at 11:00AM in Room 108 of the Spalding County Annex. The purpose of this meeting will be to provide those interested with an oral presentation of Spalding County's requirements and to allow for the presentation of questions. Although attendance at the pre-bid meeting is not mandatory, all interested parties are 'strongly' urged to attend, as important requirements will be discussed, and attendance is part of the evaluation criteria. No other meeting is planned.
- B. The deadline to submit questions is Wednesday, August 4, 2021 at 5:00PM.
- C. Sealed bids will be received no later than Thursday, August 12, 2021 At 3:30pm in the Purchasing Department, Room 104 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 Georgia Department of Transportation's (GDOT) 'Standard Specifications for the Construction of Roads and Bridges is subject to inspection by 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) 'Standard Specifications for the Construction of Roads and Bridges', latest edition and any amendments thereto.

- C. It shall be the Contractor's responsibility to coordinate with the Spalding County Public Works and the local GDOT Office for inspection services.
- D. It shall be the Contractor's responsibility to deliver copies of asphalt tickets and tack tickets weekly to the Purchasing Department, Attn: Terri Bass, Spalding County Annex, 119 East Solomon Street.
- E. A grid detailing the project locations are included as Exhibit LMIG-1.

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 one hundred twenty (120) calendar days thereafter, unless otherwise specified. Spalding County will issue the Notice to Proceed in August 2021.
- 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 one (1) 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 one hundred twenty (120) day period has expired.

1.5 RESURFACING AND STRIPING REQUIREMENTS

- A. The Successful Bidder shall perform the resurfacing and striping. Removal and disposal of waste asphalt and dirt shall be the responsibility of the Contractor and at no additional cost to Spalding County.
- B. The Successful Bidder shall be responsible for the clearing of right-of-way obstructions (if any) as part of the work to be performed.
- C. **All striping shall be in accordance with the specifications of GDOT and the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD).**
- D. Glass spheres (beads) and/or reflective composite optics must be used with striping paint to meet GDOT reflectance performance requirements.

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). 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), 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 posted on Spalding County's website as an addendum.
- 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; 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 should be noted as requested in item #13 of the Statement of Bidder's Qualifications 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.

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 department other than Purchasing will not be accepted or considered.**
- B. Proposals must be submitted to Spalding County, Attention: Purchasing, P.O. Box 1087, Griffin, GA 30224, or hand delivered to Spalding County, Attention: Purchasing, 119 E. Solomon Street, Room 104, 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, 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. Asphalt 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."

**LMIG PRIORITY LIST FOR SPALDING COUNTY
2021 Resurfacing**



DISTRICT	ROAD/STREET NAME	CR#	BEGINNING AT	ENDING AT	LENGTH
2	Morgan Road	406	Swint Road	End	0.3
2	Woodland Road	409	Barnesville Road	End	0.3
5	Baptist Camp Road	153	Eastside RR	Jordan Hill Road	2.3
4	South Honey Bear Drive	960	Grizzley Lane	End	0.1
4	Quail Creek Drive	965	Quail Road	End	0.3
4	Bicycle Road	872	Fayetteville Road	David Elder Road	0.6
2	Karen Court	902	Brice Street	Laurashley Lane	0.9
2	Liberty Hill Road	226	County Limits	Swint Road	0.3
2	Melissa Circle	407	Swint Road	End	0.4
5	Tanglewood Trail	491	High Falls Road	End	0.2
1	East Northwood Drive	343	Pineview Road	End	0.4
Total					6.1

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:

2021 LOCAL MAINTENANCE AND IMPROVEMENT GRANT RESURFACING 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 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 one hundred twenty (120) calendar days from the Notice to Proceed. Spalding County will issue the Notice to Proceed in August 2021.

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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

SPALDING COUNTY
LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG)
RESURFACING PROJECT
BID TABULATION
2022-001

Item	Description	Estimated Quantity	Unit	Unit Price	Item Total
1	PAYMENT & PERFORMANCE BONDS	1	LS		
2	MOBILIZATION	1	LS		
3	TRAFFIC CONTROL	1	LS		
4	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (330 LBS/SY)	1,212	TN		
5	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME, TP 1 (85 LBS/SY)	2,574	TN		
6	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 1, GP 1, INCL BITUM MATL & H LIME (135 LBS/SY)	5,195	TN		
7	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 1, GP 1, INCL BITUM MATL & H LIME (220 LBS/SY)	3,470	TN		
8	BITUMINOUS TACK COAT	5,278	GAL		
9	SOLID TRAFFIC STRIPE, 5 INCH WHITE	10.52	LM		
10	SOLID TRAFFIC STRIPE, 5 INCH YELLOW	7.96	LM		
11	SKIP TRAFFIC STRIPE, 5 INCH YELLOW	1.58	GLM		
12	THERMOPLASTIC PAVEMENT MARKING, 24" WHITE STOP BAR	11	EA		
13	RAILROAD ADVANCE WARNING MARKINGS (Baptist Camp Road)	1	LS		
14	ADJUST WATER MAIN VALVE BOX TO GRADE	1	EA		
TOTAL COST =					

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/Utility 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. 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.)
8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

10. Have you ever defaulted on a contract? _____ If so, where and why?

11. List 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.
12. List your major equipment and equipment manufacturer available for this contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
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: Thursday, August 12, 2021 At 3:30pm

Description:

LOCAL MAINTENANCE AND IMPROVEMENT GRANT RESURFACING PROJECT 2020

BOND

Bond Number:

Date:

Penal sum	<u>FIVE PERCENT OF BID</u>	<u>5% OF BID</u>
	(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

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

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

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

Contractor's Name and Corporate 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.