



Emergency Response

Clayton Bennett, PE
State Bridge Inspection Engineer, GDOT

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Procedure

1. Determine if damage to bridge warrants an emergency.
2. Notify Management of the bridge Damage.
3. Director of Finance issues Emergency P.I. Number.
4. Develop Emergency Contract.
5. Send Emergency Contract to a minimum of three Contractors.
6. Allow the Contractor 4 to 7 days to send in Bids.
7. Award contract the same day bids are received.



Contract



EMERGENCY CONTRACT

PROJECT #: A000768

COUNTY: JACKSON



AGREEMENT FOR SERVICES

This agreement is made and entered into this the ____ day of _____, 2016, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, and _____ a company licensed to do business in the State of Georgia, hereinafter called the CONTRACTOR.

WHEREAS, the DEPARTMENT and CONTRACTOR are desirous of entering into an agreement for services to be performed in accordance with Georgia Department of Transportation, State of Georgia Standard Specifications, Construction of Transportation Systems, 2013 Edition, and any supplements thereto; and

WHEREAS, the CONTRACTOR has represented to the DEPARTMENT that it is experienced and qualified to provide those services and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT is authorized to enter into Agreement in accordance with the Official Code of Georgia Annotated, section 32-2-61(d).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed by and between the DEPARTMENT and the CONTRACTOR:

The CONTRACTOR shall furnish all materials, labor, tools, equipment, superintendents, and incidentals required to perform the work required under this agreement, as set out in Attachment A, attached herein and incorporated hereto.

The DEPARTMENT will make payment to the CONTRACTOR for the work required under this agreement in accordance with Attachments A.

This Agreement shall be effective from the date hereof and shall remain in effect until **Forty (40) days from Notice To Proceed date**. This term may be extended thereafter by mutual written agreement.

The DEPARTMENT reserves the right to terminate this agreement at anytime for just cause, or for any cause, upon written notice to the CONTRACTOR, notwithstanding any just claims by the CONTRACTOR for payment for service rendered prior to the date of notice of termination

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, and local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this agreement.

If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all previous communication, oral and written, between the parties relating to the subject matter of this Agreement.

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

This covenants herein contained shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.



**EMERGENCY CONTRACT
PROJECT #: A000768 JACKSON**

CONTRACTOR

BY: _____ (Seal)
Name

Print Name

Title

Witness

Notary Public (Seal)

DEPARTMENT OF TRANSPORTATION

BY: _____ (Seal)
Commissioner

ATTEST: _____ (Seal)
Treasurer



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<p align="center">ITEM 1: INVITATION TO BID</p> <p>PROJECT #: A000768 JACKSON</p> <p>DATE: October 5, 2016</p>	<p>THIS BID TO BE RETURNED TO:</p> <p>Andy Doyle, State Bridge Maintenance Engineer Office of Maintenance 935 E. Confederate Ave. Bldg. 24, Room 408 Atlanta, GA 30316-2531</p>												
<p>BILL TO: Georgia Department of Transportation attn: Andy Doyle, State Bridge Maintenance Engineer Office of Bridges and Structures 935 E. Confederate Ave. Bldg. 24, Room 402 Atlanta, GA 30316-2531</p>	<p>INVITATION TO BID NUMBER: N/A</p> <p>Opening Date: (Date Bid Required) X Regular Bid October 12, 2016 Sealed Bid</p> <p>Time: 5:00 p.m.</p>												
<p align="center">PROJECT LOCATION:</p> <p>County Road 177 (Liberty Church Road) over I-85</p> <p>Structure ID: 157-0020-0 Location ID: 157-00177X-000.75N</p>	<p>BIDDER INFORMATION:</p> <p>Company Name: _____</p> <p>Address: _____</p> <p align="center">_____ <i>City State Zip</i></p> <p align="center">_____ <i>Telephone / Fax</i></p>												
<p align="center">COMPLETION DATE:</p> <p align="center">Forty (40) days after " Notification to Proceed"</p>	<p>FEIN (Federal Employer ID Number) or SSN (Social Security Number): _____</p> <p>Bidder must furnish one of the above numbers before any award of State business will be made.</p>												
<p>The bidder information blocks on the right and below to be completely filled out. Failure to sign statement below by authorized representative will render bid invalid.</p> <p><i>All bids must be typewritten or printed in ink.</i></p>	<p>If the above address is not in Georgia, does your company maintain an office in Georgia? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, note Georgia Address: _____</p> <p>_____</p> <p align="center"><i>City State Zip</i></p>												
<p>Include all costs in the overall Bid submitted</p> <p>Payment Terms: Net 30 Days</p>	<p>D.O.T. CONTACT: Andy Doyle, State Bridge Maintenance Eng.</p> <p>TELEPHONE: (404) 635-8179</p>												
<p>ALL BIDS ARE SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN CHECKED:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. <input checked="" type="checkbox"/> Invitation to Bid</td> <td style="width: 50%;">7. <input checked="" type="checkbox"/> Safety</td> </tr> <tr> <td>2. <input checked="" type="checkbox"/> Bid Continuation Sheet (Description of work & pay items)</td> <td>8. <input checked="" type="checkbox"/> Drug Free Workplace</td> </tr> <tr> <td>3. <input checked="" type="checkbox"/> Special Conditions (project specific)</td> <td>9. <input checked="" type="checkbox"/> Utility Conflicts</td> </tr> <tr> <td>4. <input type="checkbox"/> Plan Sheets: Layout, Typical Sections, Traffic Control, Other</td> <td>10. <input checked="" type="checkbox"/> Insurance Requirements and Policies</td> </tr> <tr> <td>5. <input checked="" type="checkbox"/> Compliance with Specifications and Standards</td> <td>11. <input checked="" type="checkbox"/> Final Release Form</td> </tr> <tr> <td>6. <input checked="" type="checkbox"/> Certifications-Examination of Plans and Specifications, Conflicts of Interest</td> <td>12. <input checked="" type="checkbox"/> Performance Bond</td> </tr> </table> <p align="center">THE FOLLOWING STATEMENT MUST BE SIGNED AT THE TIME BIDS ARE SUBMITTED FAILURE TO SIGN THIS STATEMENT WILL RENDER BID INVALID</p> <p>"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder. (O.C.G.A. 50-5-67) I further certify that the provisions of the official code of Georgia annotated 45-10-20 et. seq. have not, and will not, be violated in any respect."</p> <p>Authorized Signature _____ Date _____</p> <p>Name (typed or printed) _____ TOTAL _____</p> <p align="center">Bidder is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of bid.</p> <p align="center">5</p>		1. <input checked="" type="checkbox"/> Invitation to Bid	7. <input checked="" type="checkbox"/> Safety	2. <input checked="" type="checkbox"/> Bid Continuation Sheet (Description of work & pay items)	8. <input checked="" type="checkbox"/> Drug Free Workplace	3. <input checked="" type="checkbox"/> Special Conditions (project specific)	9. <input checked="" type="checkbox"/> Utility Conflicts	4. <input type="checkbox"/> Plan Sheets: Layout, Typical Sections, Traffic Control, Other	10. <input checked="" type="checkbox"/> Insurance Requirements and Policies	5. <input checked="" type="checkbox"/> Compliance with Specifications and Standards	11. <input checked="" type="checkbox"/> Final Release Form	6. <input checked="" type="checkbox"/> Certifications-Examination of Plans and Specifications, Conflicts of Interest	12. <input checked="" type="checkbox"/> Performance Bond
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ITEM 2: SPECIAL CONDITIONS

- A. All costs shall be included in the overall bid submitted.
- B. Payment for this work will be made in full to the Contractor within thirty (30) days after:
 - 1. Satisfactory completion and final acceptance of work by the Department
 - 2. Receipt of proper invoice from the Contractor
 - 3. Receipt of signed and notarized final release form.
- C. If amount of contract exceeds \$100,000.00, a performance bond will be required.
- D. It will be the contractor's responsibility to verify site conditions, dimensions, and quantities in order to determine the requirements of this project. No additional compensation will be given for errors or omissions.
- E. Work under this contract shall be fully completed no later than Thirty (30) days after "Notification to Proceed" is received.
- F. Contractor must notify the District Construction Office and Bridge Maintenance Unit forty-eight hours prior to beginning work at site.
- G. Contractor shall be responsible for locating (or having located) any underground utilities (such as water, gas, power) if required.
- H. Contractor shall remove trash and debris from work site at least daily. All debris including but not limited to, trash, construction materials, and other related debris shall be properly disposed of off premises and burning of materials on site will not be permitted.
- I. Traffic Control must be in accordance with Georgia Department of Transportation Special Provisions Section 150.

ITEM 3: PLAN SHEETS

"ADD AS NEEDED"

The following plan sheets are incorporated and made a part of this Agreement:

- Layout
- Typical Sections
- Traffic Control (in accordance with M.U.T.C.D. and as directed by District Traffic Operations section)
- Other:



ITEM 4: COMPLIANCE WITH SPECIFICATIONS AND STANDARDS

All work performed shall be in compliance with the State of Georgia Standard Specifications, Construction of Transportation Systems, 2013 Edition, and the Supplemental Specifications, including any and all revisions since the last publication of both and the Special Provisions included in and made a part of this contract.

NOTE: The below numbered specification section numbers correspond to their listings in the Current Edition of the Georgia Department of Transportation's Standard Construction Specifications.

Specification Section Number Description

NOTE: The below-indicated standard number corresponds to its inclusion in the Georgia Department of Transportation's Book of Standards.

Standard Number Description

NOTE: The below Special Provisions are attached hereto and incorporated as if fully set out herein.

<u>Special Provision Number</u>	<u>Description</u>
108	Prosecution and Progress
150	Traffic Control
999	Heat Straightening and Repair of Structural Members



ITEM 5: CERTIFICATIONS

A. EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Plans for this project and the Standard Specifications, 2013 Edition, and the Supplemental Specifications, including all revisions made since the last publication, and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.

By signing and submitting this contract, I hereby certify that I will begin and complete the work within the time limit provided. I also propose to furnish a Performance Bond as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia (if required - See Item B of Special Conditions).

B. CONFLICT OF INTEREST

By signing and submitting this Contract, I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify the Georgia Department of Transportation, through its District Engineer, of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.



ITEM 6: SAFETY

Any work performed within the limits of the Department Right-of-Way shall be done in accordance with the Manual on Uniform Traffic Control Devices. In the event the work site becomes dangerous or unsafe to the traveling public using the highway, or in case the work site should create unreasonable interference with the proper use of the highway by the Department or the traveling public, or in case it becomes necessary to use all the right-of-way to widen the existing roadway or to construct service roads or to make any other revisions in location, alignment or grade of the roadway, making an approved plan impractical, hazardous or otherwise objectionable, the work may be stopped by the Department until appropriate corrective action is approved by the Department and taken by the Contractor to resolve any such problems. The Department may cause work to be halted for any reason deemed to be in the interest of the Department and traveling public.

ITEM 7: DRUG FREE WORKPLACE

The undersigned certified that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", have been complied within full. The undersigned further certifies that:

A drug-free workplace will be provided for the Contractor's employees during the Performance of the Contract; and

Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with

(Contractor's Company Name)

(Subcontractor's Company Name)

Certifies to the Contractor that a drug free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONTRACTOR / SUBCONTRACTOR

Name

Date

Print Name



ITEM 8: UTILITY CONFLICTS

Utility companies having known facilities that conflict with the construction of this project will be directed by the Department to adjust or relocate their facilities and will be notified of the contract award.

It will be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. The contractor's attention is directed to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Subsection 107.21.

It shall be the responsibility of the contractor to coordinate his work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, it shall be the Contractor's responsibility to notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

Information concerning utility facilities known to exist within the project limits, including the list of owners, is shown on the plans.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Department is required to give the utility at least 60 days written notice directing the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.

Under agreements with the Department, Georgia Power Company, Atlanta Gas Light Company, Southern Bell, all other local service telephone companies, all Electric Membership Cooperatives and certain other utilities, are liable to the Contractor for his cost for delays to construction that are due to the utilities failure to clear conflicts within reasonable time as may be approved by the Department or the Contractor. The Contractor may bill the utility company directly for any costs or delay as described in the agreement between the Department and the utility company. Such bill shall be sufficiently detailed to allow the utility company to verify that the charges are accurate and properly attributable to delays in relocation of their facilities. Upon request, copies of all agreements with utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office.

In accordance with Subsection 105.06 of the Specifications, the Department shall not be liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them. In accordance with Subsection 107.21.G, delays by utilities will continue to be considered by the Department in charging Contract Time. For purposes of applying provisions of this paragraph, railroads and the Metropolitan Atlanta Rapid Transit authority (MARTA) are considered utilities.

ITEM 9: INSURANCE REQUIREMENTS

Prior to formally awarding project to your firm, we will require that you furnish proof of Insurance in accordance with the Bid Documents. The Coverages and endorsements as indicated in the documents must include as a minimum the following:

Comprehensive General Liability Insurance with \$1,000,000/\$3,000,000 Limits

Business Automobile Liability with \$1,000,000/\$3,000,000 Limits

Worker's Compensation Coverage with \$500,000 Limits

Upon receipt of the aforementioned proof of insurance, a formal award will be made and the Area Engineer will advise you of the start date to begin and complete work on the project.



ITEM 10: GENERAL RELEASE OF ALL CLAIMS

UPON RECEIPT by the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter sometimes referred to as the "Department", of this Final Release executed by the undersigned, and upon completion and acceptance of the work performed for the subject project, the Department shall draw a check which shall be payable to the undersigned and will constitute full and final settlement and acceptance of the balance due, as shown in the final statement, which shall encompass all costs associated with the project as mutually agreed upon by the PARTIES.

IT IS AGREED that said final statement covers all claims arising against the Department for work done, materials, furnished or otherwise arising out of the contract entered into between the Releasor(s) and the Department on the ____ day of _____, 2016, Project Number: A000768, a copy of which is attached hereto.

IN CONSIDERATION of the payment by the Department of the above referenced amount, the undersigned, as Releasor, shall release, acquit, and forever discharge, and by these presents on behalf of itself, its representatives, successors and assigns, release, acquit, and forever discharge the Georgia Department of Transportation, an agency of the State of Georgia, ("Department"), and its officers, employees, members, agents, directors, and assigns, from and against any and all claims, debts, demands, rights, obligations, or cause of any action of any nature whatsoever, that the undersigned has or may have, for on account of said contract, and for any and all work performed, and labor and material furnished, in connection therewith.

THIS RELEASE contains the ENTIRE AGREEMENT between the parties hereto.

THIS RELEASE is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced and governed under the laws of said State.

THE RELEASOR represents and agrees that he has carefully read the foregoing Release and knows the contents thereof and has had an attorney explain any portion of the Release, which he did not otherwise understand.

CAUTION! READ THE RELEASE BEFORE SIGNING

Dated: _____

Signed, _____ (Signature of Releasor)

_____ (Typed or Printed Name)

Address: _____

Signed, sealed and delivered this ____ Day of _____, 2016 in the presence of:

Witness

Notary Public





























Emergency Response

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State Bridge Inspection Engineer, GDOT

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