



2194 EMORY STREET N.W. * P.O. BOX 1527
COVINGTON, GEORGIA 30015

Phone: (770) 385-2000
Fax: (770) 385-2060

Steve Horton, Mayor
Scott Andrews, City Manager

February 23rd, 2020

The City of Covington is accepting bids for Kirk Street pipe lining project. Sealed bids must be received by the Purchasing Department, Attn: Scott Cromer in City Hall by Wednesday, April 1st, 2020 at 10:00 am at which time the bids will be opened. A **mandatory** pre-bid meeting will be held on Wednesday, March 11th, 2020 at 10:00am at the City of Covington City Hall located at 2194 Emory Street, Covington, Georgia 30015.

The City of Covington will consider the competency and responsibility of bidders in making the award. City of Covington reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids and to award contracts in a manner consistent with the City and laws governing the State of Georgia.

SCOPE AND SPECIFICATIONS

Vendors are invited to submit a bid to furnish all labor, material and equipment for the pipe lining project. The location of the project has been outlined in an attached document titled "Exhibit A". The projected work includes lining approximately 1200 linear foot of corrugated metal pipe using the cured in place method, installing new access points as necessary to provide access, altering existing structures to provide proper access, adjusting all new and altered access points to grade for future maintenance access, pre and post repair CCTV inspection, cleaning and haul away of waste materials, regrading around new and altered access point to tie in to existing yards, and sodding all disturbed areas. The contractor will also be responsible for traffic control, erosion control and proper disposal of any environmentally sensitive waste materials as well as any fees associated for water usage for the City of Covington.

A **mandatory** pre-bid meeting will be held at 10:00 am Wednesday, March 11th, 2020 at City Hall located at 2194 Emory Street NW, Covington, Georgia 30014. All questions must be submitted by email to Michael Willis at mwillis@cityofcovington.org no later than 4:00pm Tuesday, March 24th, 2020. All answers to questions and/or Addenda will be posted to the City of Covington website by 4:00pm Friday, March 27th, 2020. Bids are due to the City of Covington Purchasing Department attention Scott Cromer located at 2194 Emory Street NW, Covington, Georgia 30014 by 10:00 am Wednesday, April 1st, 2020. Late bids will not be accepted. Bids will be opened and read aloud at City Hall at 2194 Emory Street NW, Covington, Georgia 30014 10:00 am Wednesday, April 1st, 2020.

Please submit an **original** and **one (1) copy** to:

City of Covington Purchasing Department

Marked: **Kirk Street pipe lining project 2020-04**

Attention Scott Cromer

2194 Emory Street NW

Covington, Georgia 30014

This Invitation to Bid is for the City of Covington Kirk Street pipe lining project.

SPECIAL TERMS AND CONDITIONS

I. Contract Period:

Contractor shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work by sixty (30) calendar days from Notice to Proceed, or as may be specified by Special Provision.

II. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the City of Covington Purchasing Department with the name of the bidder, the date and hour of opening and marked “**Kirk Street pipe lining project 2020-04**”. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.

City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

III. Requirements

All work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems, 2013 Edition and any modifications identified in the bid documents.

Must provide a valid State of Georgia Utility Contractors license and must have the license number visible on the outside of the sealed bid package.

The contractor will be responsible for all traffic control and conform to the guidelines set forth by the Manual on Uniformed Traffic Control Devices, Part 6.

The quantities listed are estimates only. The City of Covington reserves the right to increase or decrease these quantities according to the needs of the City of Covington.

The **Bidder** shall be responsible for performing with his own organization at least eighty percent (80%) of the **Work** in this contract. The **Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contractor any portion thereof, without the written consent of the City.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

The successful **Bidder** shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations.

Any change orders to the project must be submitted to the City of Covington for approval before construction begins.

IV. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received. The Bidder does not have the exclusive right to fill all of the City's requirements for the goods or services awarded nor will the City be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-City vendor.
2. The bid will be awarded to the in-State vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The City reserves the right to award by line item to more than one vendor. If the City is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the City. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

5000.03 - LOCAL VENDOR PREFERENCE

It shall be the policy of the City of Covington to give local vendors preference given that the quality, prior performance, availability of service, supplies and materials, delivery schedule and price are equal.

V. Joint Purchasing

The Newton County Shared Cost Initiative is an effort to lower the cost of goods and services purchased by public agencies in Newton County through use of shared resources and economies of scale. Accordingly, public agencies located in Newton County and participating in the shared cost initiative shall be allowed to purchase identical items and services at the same price and upon the same terms and conditions as established in this contract.

Participating agencies include the following: Newton County Board of Commissioners; Newton County Board of Education; Newton County Water and Sewerage Authority; the City of Covington; City of Oxford; City of Porterdale; Town of Mansfield; and Town of Newborn.

CITY OF COVINGTON

Invitation to Bid

Kirk Street Pipe Lining Project **#2020-04**

Pipe lining project using
Cured in Place Pipe



February 23rd, 2020

ADVERTISEMENT FOR BIDS

The City of Covington is soliciting sealed bids to furnish all labor, material and equipment for the pipe lining project. The location of the project has been outlined in an attached document titled "Exhibit A". The projected work includes lining approximately 1200 linear foot of corrugated metal pipe using the cured in place method, installing new access points as necessary to provide access, altering existing structures to provide proper access, adjusting all new and altered access points to grade for future maintenance access, pre and post repair CCTV inspection, cleaning and haul away of waste materials, regrading around new and altered access point to tie in to existing yards, and sodding all disturbed areas. The contractor will also be responsible for traffic control, erosion control and proper disposal of any environmentally sensitive waste materials as well as any fees associated for water usage for the City of Covington.

Sealed bids must be delivered to City Hall, 2194 Emory Street NW, Covington, GA 30014, Attn: Scott Cromer no later than 10:00 am Wednesday, April 1st, 2020. Bids will be opened and read aloud at that time. A **mandatory** pre-bid meeting will be held at 10:00 am Wednesday, March 11th, 2020 at City Hall located at 2194 Emory Street NW, Covington, Georgia 30014. A 5% Bid Bond will be required with bid. A Payment and Performance Bond in the amount of 100% will be required from awarded vendor.

Request for Bids and additional information may be obtained at City Hall or by accessing the request for proposals on the City's website at <https://www.cityofcovington.org/index.php?section=business-opportunities>

The City of Covington reserves the right to reject any and all bids.

INTRODUCTION:

Vendors are invited to submit a bid to furnish all labor, material and equipment for the pipe lining project. The location of the project has been outlined in an attached document titled "Exhibit A". The projected work includes lining approximately 1200 linear foot of corrugated metal pipe using the cured in place method, installing new access points as necessary to provide access, altering existing structures to provide proper access, adjusting all new and altered access points to grade for future maintenance access, pre and post repair CCTV inspection, cleaning and haul away of waste materials, regrading around new and altered access point to tie in to existing yards, and sodding all disturbed areas. The contractor will also be responsible for traffic control, erosion control and proper disposal of any environmentally sensitive waste materials as well as any fees associated for water usage for the City of Covington.

Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

The City of Covington provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the City of Covington.

CONTACT FOR THIS REQUEST:

All questions regarding this bid shall be made via email to Michael Willis mwillis@cityofcovington.org. The deadline to submit a question is 4:00pm Tuesday, March 24th, 2020. The City will post "Response to Questions and/or Addenda", if applicable, on the City website, www.cityofcovington.org under Business / Bids, by 4:00pm Friday, March 27th, 2020.

BID COPIES FOR EVALUATION:

Two (2) hard copies will be required for review purposes.

CONTRACT TERM:

Contractor shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work by sixty days (60) calendar days from Notice to Proceed or as may be specified by Special Provision.

DUE DATE:

Sealed bids must be received by the City of Covington Purchasing Department, 2194 Emory Street NW, Covington, Georgia 30014 10:00 am Wednesday, April 1st, 2020. Bids received after this time will not be accepted.

PRE-BID/BID MEETING:

A **mandatory** pre-bid meeting will be held at 10:00 am Wednesday, March 11th, 2020 at City Hall located at 2194 Emory Street NW, Covington, Georgia 30014.

QUALIFICATIONS OF OFFERORS:

Contractor and all subcontractors must obtain a business license in Georgia and provide a copy of that license with the submittal of their bid response.

Proposals will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude. Contractors must be presently prequalified to do this type of work with the Georgia Department of Transportation and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board.

Bidders may be required to submit evidence setting forth qualifications which entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the **City** may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

The **City** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, and the **Bidder** shall furnish to the **City** all such information and data for this purpose as the **City** may request. The **City** reserves the right to reject any bid if the evidence submitted by, or investigation of, such **Bidder** fails to satisfy the **City** that such **Bidder** is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

INSURANCE:

Contractor shall maintain the following insurance, (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with no limits of no less than \$1,000,000 per accident, (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance

Contractor shall include in their bid, a certificate or policy of insurance evidencing Contractor's compliance with this paragraph with the City of Covington listed as the certificate holder. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

BONDS:

All bids **must be** accompanied by a **Bid Bond** in an amount not less than five percent **(5%)** of the Base Bid.

Performance Bond and **Payment Bond**, each in the amount of one hundred percent **(100%)** of the contract amount, will be required of the successful bidder and must be provided to the City within ten (10) days of being notified of the award.

Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury, Circular 570, latest edition.

PERMITS:

The successful bidder shall secure and pay for all permits, assessments, charges or fees required in connection with the proposed construction.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

A. The form must be signed by an authorized officer of the contractor or their authorized agent.

B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits.

GENERAL INFORMATION:

RECEIPT OF BID:

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to City of Covington for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:

A bidder may withdraw their bid **before** the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the City of Covington Purchasing Department.

Bids may not be withdrawn for a period of sixty (60) days from the due date.

REJECTION OF BID:

City of Covington may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with the City of Covington. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. The City of Covington shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of the City of Covington that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:

The vendor shall not take advantage of any errors or omissions in this Bid Request, and shall promptly notify the City of Covington of any omissions or errors found in this document.

TORT IMMUNITY:

No officer, employee, or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the City if officially requested, to be audited by a designated City auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by the City of Covington and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from the City of Covington. Failure to comply with the written specifications for this bid may result in disqualification by the City of Covington.
3. All goods and materials shall be F.O.B. Destination Covington, Georgia and no freight or postage charges will be paid by the City of Covington unless such charges are included in the bid price.
4. The following **ITB#2020-04 Kirk Street pipe lining project Bid** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. The City of Covington accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 60 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to the City of Covington, the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.

8. The City of Covington reserves the right to accept a bid that is not the lowest price if, in the City's judgment, such bid is in the best interest of the City and the public. The City of Covington reserves the right to reject any and all bids.
9. Telephone, Telegraphic or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders. City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.
11. If applicable, completed questionnaires must be signed manually. The City of Covington reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
14. Bidders shall identify any subcontractors, and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:

The specifications are as follows and on the attached pages:

A. General:

1. The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
2. The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
3. The contractor shall perform all work in coordination with the City's schedule and/or other contractors engaged by the City.
4. Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of installation.
5. Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
6. Contractor shall provide a one year unconditional warranty for all material and labor performed.
7. Street dimensions may be altered or deleted as contract quantities dictate.

BID FORM

#2020-04 Kirk Street pipe lining project (Page 1 of 2) City of Covington

Item	Quantity	Unit	Price/Unit	Subtotal	Notes
15" CMP	35	LF			CIPP Line existing 15" pipe
18" CMP	40	LF			CIPP Line existing 18" pipe
24" CMP	1150	LF			CIPP Line existing 24" pipe
CCTV	1216ft ±	Lump Sum			Pre-lining CCTV inspection of existing pipe
CCTV	1216ft ±	Lump Sum			Post-lining CCTV inspection of existing pipe
Cleaning	1216ft ±	Lump Sum			Clean pipe as needed to include disposal of environmental waste
Repair	1216ft ±	LF			Repairs to existing pipe as needed to accommodate proper lining as determined by CCTV inspection
Access Construction	4	Ea.			Construct access points as needed on existing structures to provide access for lining and post repair maintenance
Access Construction	1 ±	Ea.			Construct access points as needed to provide access for lining and post repair maintenance.
Regrading	1	Lump Sum			Re-grading around all access points to include replacing vegetation with Bermuda sod.
Traffic Control	1	Lump Sum			Contractor to provide any necessary traffic control
Erosion Control	1	Lump Sum			Contractor to provide any necessary erosion control

BID FORM

#2020-04 Kirk Street pipe lining project
(Page 2 of 2) City of Covington

PART I: Bid Summary

Bidder agrees to furnish all labor, material and equipment for the pipe lining project. The location of the project has been outlined in an attached document titled "Exhibit A". The projected work includes lining approximately 1200 linear foot of corrugated metal pipe using the cured in place method, installing new access points as necessary to provide access, altering existing structures to provide proper access, adjusting all new and altered access points to grade for future maintenance access, pre and post repair CCTV inspection, cleaning and haul away of waste materials, regrading around new and altered access point to tie in to existing yards, and sodding all disturbed areas. The contractor will also be responsible for traffic control, erosion control and proper disposal of any environmentally sensitive waste materials as well as any fees associated for water usage for the City of Covington for the lump sum of:

_____ Dollars (\$))

The above lump sum and unit prices shown shall include all labor, materials, equipment, cleaning, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the City of Covington reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Covington in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening.

BIDDER has familiarized itself with the nature and extent of the Department of Transportation Standard Specifications, 2013 Edition, Construction Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

SUBMITTED on _____, 2020

BIDDER: _____

By: _____

Title: _____

BID BOND, page 1 of 2

Five Percent (5%) of **Bid**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **Contractor**, and

_____, as **Surety**, are

hereby held and firmly bound unto CITY OF COVINGTON, GEORGIA, as **CITY**, in the penal sum of

_____ Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2020.

The condition of the above obligation is such that whereas the **Contractor** has submitted to THE CITY OF COVINGTON, GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

Furnish all labor, materials, and equipment for the removal of the existing pipe and replacement project in two locations. The location of the project has been outlined in an attached document titled "exhibit A". The projected work includes the removal of existing storm drain pipe, installing new storm drain pipe, open cut roadway, remove and replace existing asphalt, minor clearing, haul away of waste materials, regrading, sodding all disturbed areas and replacing ornamental trees for the City of Covington.

NOW, THEREFORE,

(a) If said **Bid** shall be rejected or in the alternate,

(b) If said **Bid** shall be accepted and the **Contractor** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said **Bid**, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **Surety** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any extension of the time within which the **City** may accept such **Bids**, and said **Surety** does hereby waive notice of any such extension.

BID BOND, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Contractor

By: _____

_____(SEAL)
Surety

By: _____
Georgia Representative

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The **Bidder** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Bidder** agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Bidder** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Bidder (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

**Affidavit Verifying Status
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with the City of Covington, Georgia, I _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

_____ I am a United States citizen

OR

_____ I am a legal permanent resident 18 years of age or older or I am an otherwise 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.*

In making the above representation 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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

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

Printed Name:

* _____
Alien Registration number for non-citizens

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their 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.

CITY OF COVINGTON
NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFB;
- (2) He is fully informed respecting the preparation and contents of the attached RFB and of all pertinent circumstances respecting such RFB;
- (3) Such RFB is genuine and is not a collusive or sham RFB;
- (4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFB in connection with the Contract for which the attached RFB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Covington or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of, 2020

Name _____

Title _____

Notary Public: My commission expires (Date)

CITY OF COVINGTON
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFB;

(2) He is fully informed respecting the preparation and contents of the attached RFB and of all pertinent circumstances respecting such RFP;

(3) Such RFB is genuine and is not a collusive or sham RFB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFB in connection with the Contract for which the attached RFB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Covington or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of, 2020

Name _____

Title _____

Notary Public: My commission expires (Date)

CERTIFICATIONS

Page 1 of 2

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the **Bid** non-responsive.

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Construction Documents for this project and the Georgia Department of Transportation Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the sites of the **Work**. On the basis of the said Specifications and Documents, I proposed to furnish all necessary labor, machinery, tools, apparatus and other means of construction, and do all the **Work** and furnish all the materials in the manner specified.

I understand that any quantities mentioned or provided 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.

I also hereby agree that the City of Covington would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within ten (10) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the City of Covington as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the **Work** is awarded to me, and to begin and complete the **Work** within the time limit provided. I also propose to furnish a Contract Bond, approved by the City of Covington as required by the laws of the State of Georgia. This bond shall not only service 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.

CERTIFICATIONS

Page 2 of 2

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 City of Covington or Consulting Engineers 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 City of Covington of through its Director of Transportation 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 the City of Covington employees.

Contractor

(Signature)

Name of Signer

Title of Signer

Date

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of CITY OF COVINGTON has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____ and _____ on behalf of the CITY OF COVINGTON has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 202 .

NOTARY PUBLIC

My Commission Expires: _____

SUBCONTRACTOR NOTIFICATION LIST

Required information on Subcontractors doing work in the City of Covington:

Please list any Subcontractors, the address, Business License number, scope of work and start date, and percent of work assigned for each Subcontractor who may be doing work in the City.

General Contractor/Developer: _____

License Number: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Document Checklist to Be Submitted With Bid

Required Forms

(Please arrange documents when submitting bid in this order)

Documents Required

Bid Forms Completed
and Included (2 pages) _____

Bid Bond (5%) _____

Copy of Georgia Business License _____

Insurance Certificate of Coverage
(As required in bid documents) _____

Certification of Non-Segregated Facilities Form _____

City Benefit Affidavit _____

Affidavit of Non-Collusion
(Contractor) & (Sub-Contractor if applicable) _____

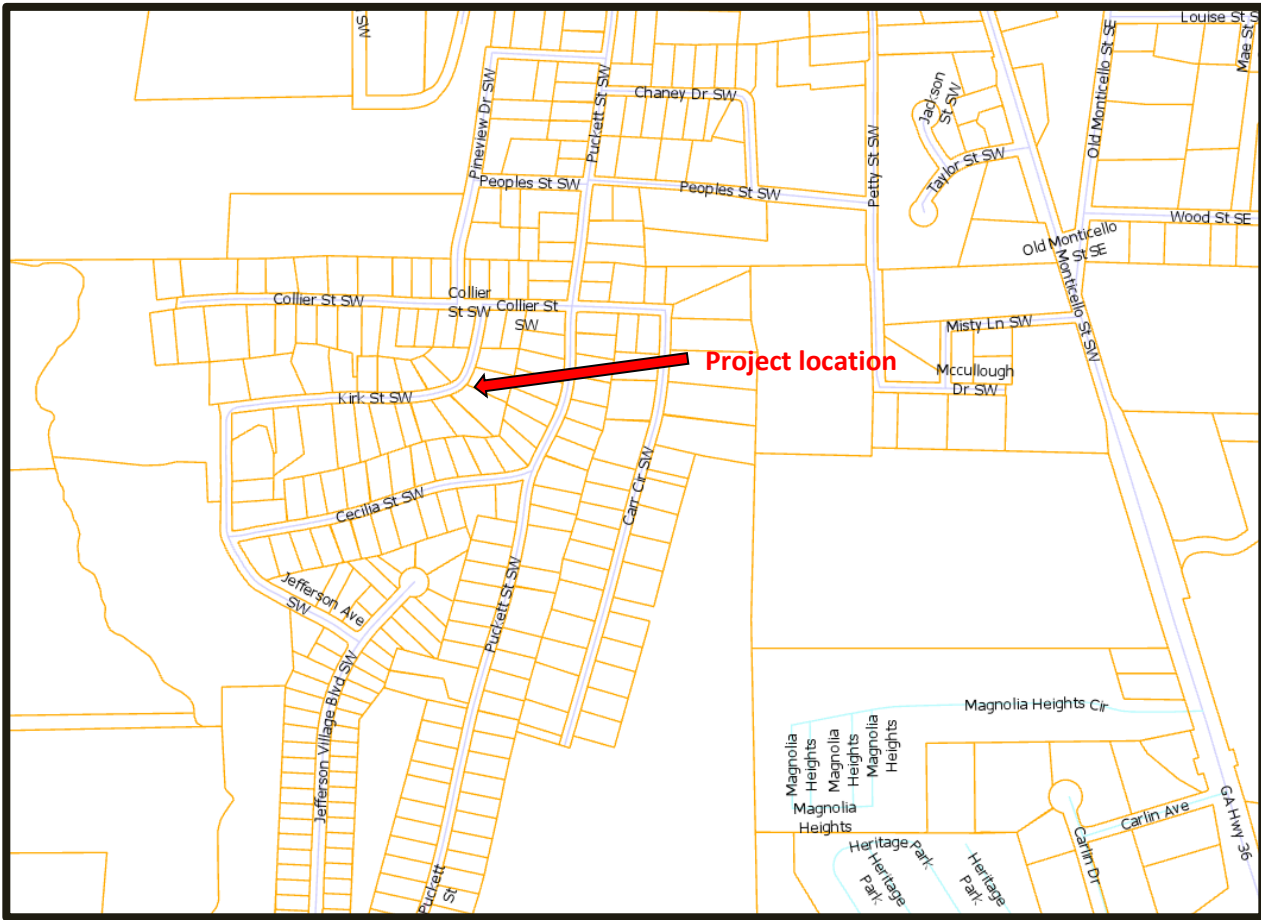
Certifications Requirements (2pages) _____

Immigration & Security Form
(Contractor) _____

Immigration & Security Form
(Sub- Contractor) if applicable _____

Sub-Contractor Notifications List _____

Exhibit "A"



Please see the list and Map below for the project outline. The Project is located on Kirk St. in the City of Covington, Ga. 30014

ITEM #	DESCRIPTION	UNITS	QTY	EXISTING PIPE SIZE AND TYPE	NOTES
1	OUTLET TO STRUCTURE A	LF	45	24 IN. CMP	Image 1-1
2	STRUCTURE A TO STRUCTURE B	LF	22	18 IN. CMP	Image 1-1
3	STRUCTURE A TO STRUCTURE C	LF	687	24 IN. CMP	Image 1-1 NO VISIBLE ACCESS POINTS BETWEEN THESE TWO STRUCTURES. ACCESS POINT TO BE ADDED BY CONTRACTOR IF NEEDED.
4	STRUCTURE C TO STRUCTURE D	LF	35	15 IN. CMP	Image 1-1
5	STRUCTURE C TO STRUCTURE E	LF	125	24 IN. CMP	Image 1-2
6	STRUCTURE E TO STRUCTURE F	LF	260	24 IN. CMP	Image 1-2 STRUCTURE F IS BELOW GRADE AND WILL NEED TO BE ADJUSTED TO GRADE.
7	STRUCTURE F TO STRUCTURE H	LF	27	18 IN. CMP	Image 1-2
8	STRUCTURE F TO STRUCTURE G	LF	15	18 IN. CMP	Image 1-2

Measurement provided are approximate but have been measured in the field to be as accurate as possible. Pipe size data shown on GIS map may be inaccurate. Pipes were measured in the field where possible to be as accurate as possible.

Image 1-1



Image 1-2

