

CITY OF COVINGTON

Invitation to Bid

Newton Drive Storm Drainage Improvements

Bid No. 2026-21



August 21, 2026

Revised September 29, 2026

INTRODUCTION:

The City of Covington is soliciting sealed bids from qualified contractors to complete storm drainage improvements along Newton Drive in Covington, Georgia. Sealed bids must be received by the Purchasing Department, Attn: Maranna Gilbert in City Hall by Tuesday, October 13, 2026 at 10:00 am. Bids will be opened at 10:15 am.

The project consists of removing and replacing drainage structures and storm drain pipe, installing bedding and backfill, constructing concrete trench caps and roadway restoration without steel reinforcement, replacing concrete improvements, regrading a drainage ditch, placing riprap and sod, and restoring all disturbed areas.

The Work includes, but is not limited to:

- Removal and replacement of four (4) curb catch basins designated CB-1 through CB-4 with a consistent finished configuration; CB-1, CB-2, and CB-3 are exposed, while CB-4 is concealed and shall be located and exposed. The Work also includes locating, exposing, and replacing one (1) concealed blind-box structure designated GI-1 with a new non-traffic-rated grated drainage junction structure, and locating, exposing, and replacing two (2) concealed existing drainage structures designated MH-1 and MH-2 with new drainage access structures equipped with traffic-rated manhole rings and covers
- Removal and replacement of approximately 208 linear feet of reinforced concrete storm drainage pipe
- Pipe bedding, backfill, compaction, trench caps, excavation, and disposal
- Replacement of curb and gutter, sidewalk, full-depth concrete roadway pavement, concrete road-area rehabilitation, and residential driveway pavement
- Drainage ditch regrading, riprap placement, sod installation, and site restoration
- Traffic control and erosion and sediment control measures

The Contractor shall furnish all labor, materials, equipment, traffic control, erosion and sediment control measures, mobilization, cleanup, and incidentals necessary to complete the Work.

This Invitation to Bid outlines the scope of work, submission requirements, bid schedule, and general contract terms. Bidders shall review all Contract Documents and submit a complete and responsive bid.

SCOPE OF WORK:

The Contractor shall furnish all labor, materials, equipment, supervision, and incidentals necessary to complete the storm drainage improvements shown on the conceptual exhibits and described below.

1. Drainage Structures

Remove and replace four (4) curb catch basins designated CB-1 through CB-4. CB-1, CB-2, and CB-3 are exposed; CB-4 is concealed and shall be located and exposed. Provide each catch basin with a consistent finished configuration and appearance, adjusted to final grade and equipped with a new

traffic-rated grate, frame, and hood.

Locate and expose the concealed existing blind-box structure designated GI-1. Remove and replace it with a new grated drainage junction structure, adjust it to final grade, and install a new grate and frame. GI-1 is outside the roadway; its grate and frame are not required to be traffic-rated, and no hood is required.

Locate and expose two (2) concealed existing drainage structures at MH-1 and MH-2. Remove and replace each with a new drainage access structure; adjust each structure to final grade; and install a new traffic-rated manhole ring and cover. Do not provide a grate, frame, or hood at MH-1 or MH-2. Brick masonry or precast concrete structures are permitted if they meet the requirements for configuration, grade, connections, traffic-rated components where specified, and positive drainage.

The concealed structures designated MH-1 and MH-2 are estimated to be approximately two (2) feet deep based on available field information. This estimate is provided for bidding information only and was not established by excavation or survey. Depths of other structures may vary. The Contractor shall verify actual dimensions, elevations, connections, and field conditions before construction.

Shape the bottom of each drainage structure to form a smooth, continuous flow channel between connected pipes, eliminate standing water, and provide positive drainage through the structure.

2. Reinforced Concrete Storm Drainage Pipe

Provide ASTM C76 Class V reinforced concrete pipe for the approximately 27-linear-foot, 15-inch pipe segment between MH-1 and MH-2. Provide ASTM C76 Class III reinforced concrete pipe for all remaining 15-inch and 18-inch pipe segments.

Remove and replace approximately 43 linear feet of 15-inch reinforced concrete pipe (RCP), consisting of approximate segments of 8 feet, 27 feet, and 8 feet as shown on Exhibit A1.

Remove and replace approximately 165 linear feet of 18-inch reinforced concrete pipe (RCP), consisting of approximate segments of 60 feet, 35 feet, 45 feet, and 25 feet as shown on Exhibit A1.

Pipe locations and quantities are approximate. Maintain the general alignment shown, connect to the designated structures and existing system, and verify all locations, slopes, elevations, and dimensions in the field. Existing invert elevations need not be matched when an adjustment maintains positive drainage, allows proper connections, and does not conflict with utilities or other improvements.

Coordinate any needed adjustment with the City before installation.

The existing 18-inch inlet pipe invert at CB-2, for the pipe run from CB-4, is approximately 50 inches below the top of the existing grate. This measurement is provided for bidding information only. The Contractor shall verify all pipe inverts, depths, elevations, dimensions, and connections during construction.

3. Pipe Installation, Bedding, and Backfill

Install RCP in accordance with the pipe manufacturer's written instructions and applicable City standards. Provide tongue-and-groove joints and seal the joints with non-shrink mortar in accordance with the pipe manufacturer's recommendations.

Provide a minimum of six (6) inches of washed No. 57 stone bedding beneath the RCP and washed No. 57 stone embedment to at least the pipe spring line. For pipe installed beneath a roadway or curb, use washed No. 57 stone as backfill from the pipe embedment to the bottom of the concrete trench cap.

Outside roadway and curb areas, suitable excavated material may be used above the required pipe embedment when properly placed and compacted. Install all bedding and embedment in accordance with the pipe manufacturer's written instructions.

Include excavation, dewatering, temporary support and protection as required by field conditions and law, connections, backfill, compaction, testing, disposal of excess material, and all incidentals necessary for a complete installation.

If the City determines based on field observations that testing is necessary, the City will direct the applicable tests, which may include concrete cylinder compressive-strength testing, Proctor testing, or field density testing. The Contractor shall arrange and pay for testing directed by the City. Testing costs shall be included in the bid prices and will not be separately reimbursed.

The Contractor is solely responsible for excavation means and methods and for compliance with OSHA and all other applicable trench and excavation safety requirements. No assumed excavation depth or prescribed protective system is established by the conceptual exhibits.

4. Concrete and Curb Restoration

Provide approximately 496 square feet of full-depth concrete roadway restoration, based on a nominal eight (8)-foot restoration width over the 35-foot pipe run between CB-4 and CB-2 and the 27-foot pipe run between MH-1 and MH-2, as conceptually shown on Exhibit A2. The eight-foot dimension represents the concrete pavement replacement limits and does not establish or require an eight-foot excavation width. The Contractor shall determine and use the excavation width necessary to safely install the pipe, bedding, embedment, and backfill. Concrete extending beyond the actual trench limits shall form the roadway bridge-cap/restoration area. Construct the restoration in accordance with Exhibit B - City Pavement Replacement Detail (Standard W19), as modified by the written requirements of this ITB. Provide a monolithic minimum ten (10)-inch Class B concrete roadway section consisting of the eight (8)-inch concrete restoration required by Standard W19 plus an additional two (2) inches of concrete in lieu of the asphalt surface layer. The upper two inches are intended to accommodate future milling or removal when the roadway is resurfaced. No asphalt surface course is required under this Contract. Restoration made wider than the specified limits solely because of the Contractor's excavation means and methods shall be incidental unless additional restoration is authorized in writing by the City due to unforeseen conditions. Steel reinforcement is not required for this monolithic 10-inch Class B roadway section or the concrete trench-cap portion of it.

Provide concrete road-area rehabilitation extending approximately eight (8) feet south from the straight curb restoration limits along the north side of Newton Drive, as shown on Exhibit A2. This work is separate from full-depth pipe-trench restoration. Provide a minimum ten (10)-inch Class B concrete section without steel reinforcement.

Restore approximately 120 square feet of the residential driveway crossed by the southern 18-inch RCP segment with a minimum six (6)-inch-thick concrete section matching adjoining grades. Black-dyed concrete is permitted if needed to blend with the appearance of existing asphalt but is not required.

Remove and replace approximately 200 square feet of sidewalk in the area shown on Exhibit A2.

Replace complete panels where practicable. Provide a minimum four (4)-inch-thick concrete sidewalk matching adjacent finished grades.

Remove and replace curb and gutter along the north side of Newton Drive, extending approximately ten (10) feet beyond CB-1 to the east and approximately ten (10) feet beyond CB-4 to the west.

Construct the two curb-return/radius sections at the Newton Drive and Elizabeth Street connection to follow the existing natural curves, approximately twenty (20) linear feet each, as shown on Exhibit A2. Concrete-only restoration is required at the designated roadway areas; do not place an asphalt surface course unless directed by written change order.

5. Grading, Riprap, Sod, and Site Restoration

Regrade approximately sixty (60) linear feet of drainage ditch along Elizabeth Street from the south side of the residential driveway to the downstream pipe inlet area shown on Exhibit A3. Remove only the material reasonably necessary to establish positive drainage without creating ponding or abrupt grade transitions.

Place approximately six (6) cubic yards of GDOT Type 3 riprap over nonwoven geotextile filter fabric

at the downstream pipe inlet and adjacent stabilized area shown on Exhibit A3. Include excavation, subgrade preparation, shaping, and keying of stone necessary to provide stable erosion protection while maintaining positive drainage.

Install approximately 2,000 square feet of Bermuda sod over all areas disturbed by the Work, including the entire regraded drainage ditch and the areas adjoining the sidewalk near GI-1 and the landward side of the reconstructed curb on the north side of Newton Drive, except where riprap, concrete, pavement, or another specified permanent surface treatment is installed. Prepare and fine-grade the soil to provide positive drainage and support successful sod establishment. Do not place sod in roadway areas. Restore every disturbed area, driveway, shoulder, yard, sidewalk, pavement, utility feature, and appurtenance to equal or better condition.

6. Traffic Control, Utilities, and Environmental Controls

Provide and maintain traffic and pedestrian control, access to adjoining properties, erosion and sediment control, dust control, cleanup, and protection of existing improvements throughout the Work. Restore pavement markings disturbed by the Work to match the existing markings in material, color, location, and dimensions, including thermoplastic markings where existing.

Before beginning excavation, the Contractor shall notify Georgia 811 and pothole each marked existing utility located within or immediately adjacent to the anticipated excavation limits to verify its horizontal location and elevation. Potholing shall be performed using safe, non-destructive methods. The Contractor shall notify the City of any identified or suspected conflict before beginning excavation in the affected area. Utility coordination, locating, and potholing shall be incidental to the Work, and no separate payment will be made. Protect utilities in place and promptly repair damage caused by the Work at no additional cost to the City.

7. Exhibits and Field Verification

Exhibit A, consisting of Exhibits A1 through A4 listed below, is incorporated into and made part of the Contract Documents.

Exhibit A1 — Drainage Structures and Pipe.

Exhibit A2 — Concrete and Curb Restoration.

Exhibit A3 — Grading, Sod, and Riprap.

Exhibit A4 — Existing Conditions Photographs.

Exhibit B — City Pavement Replacement Detail (Standard W19) is incorporated into and made part of the Contract Documents.

Exhibits A1 through A4 are conceptual and are not engineered construction plans. Locations, dimensions, quantities, elevations, utilities, and existing conditions are approximate and shall be verified by the Bidder in the field. Exhibit B is a City standard construction detail. If Exhibit B conflicts with a project-specific written requirement of this ITB, the project-specific written requirement controls. The written Contract Documents and Bid Schedule control the required Work.

PRE-BID MEETING:

A nonmandatory pre-bid meeting will be held on September 8, 2026, at 11:00 a.m. at City of Covington City Hall, 2194 Emory Street N.W., Covington, Georgia 30014. Attendance is strongly encouraged so prospective Bidders may review the Work and raise questions. Any statement affecting the Contract Documents will be issued only by written addendum.

COMMUNICATIONS:

The Owner Contact will act as the sole point of contact for this ITB and will administer the ITB process. All communications should be submitted in writing via email, and specifically reference Newton Drive Storm Drainage Improvements Bid No. 2026-21 in the subject line. This ITB is subject to revision after the date of issuance via written Addenda. Any such addenda will be distributed directly to known Bidders via email and posted on the City's website. All questions and responses will be shared by Addenda in accordance with the dates and times specified in the ITB.

Please direct all questions and Requests for Information (RFIs) to the City's Contact as follows:

Mr. Ryan McCollum
Senior Engineering Technician
City of Covington
2194 Emory Street
Covington, GA 30014
Phone: (770) 385-2064
Email: RMcCollum@cityofcovington.org

Please note that verbal communications with the City's Contact or other individuals are not binding. With the exception of the City's Contact or specified delegates, no contact with City staff, City administration, or any public official concerning the ITB during the procurement process is allowed. Violation of this provision may result in disqualification of Bidder.

PROCUREMENT SCHEDULE:

The current procurement schedule is as follows:

Advertise / Issue ITB	August 21, 2026
Nonmandatory Pre-Bid Meeting	September 8, 2026 at 11:00 a.m.
Deadline for Questions/RFIs	September 22, 2026 at 3:00 p.m.
Final Addendum, if any	September 29, 2026 at 5:00 p.m.
Bid Due and Public Opening	October 13, 2026 at 10:00 a.m.

All requests for information, addendum and other publication by the city will adhere to the procurement schedule listed above unless otherwise revised by written addendum.

SUBMISSION REQUIREMENTS:

Submit One (1) hard Copy and One (1) electronic copy on a USB thumb drive in .pdf format, and at the appropriate date and time listed above to:

**City of Covington
Attn: Maranna Gilbert
2194 Emory Street NW
Covington, GA 30014**

Submittals may be made in person at City of Covington City Hall, or by UPS or FedEx only, at the address listed above. Each Bidder assumes full responsibility for the timely delivery of its bid at the required location. Any bid received after the submittal deadline will be deemed non-responsive and returned unopened. The delivered package containing the bid documents must note "Invitation to Bid (ITB) for Newton Drive Storm Drainage Improvements" on the envelope.

The submittal packet must include all of the following items:

1. Georgia Business License

Copy of the bidding company's current Georgia Utility Contractor Company license

2. Evidence of insurance certificate as outlined in this ITB
3. Non-collusion Affidavit (Appendix E)
4. Certification of Non-segregated Facilities (Appendix E)
5. Certifications — Examination of Plans and Specifications and Conflict of Interest (Appendix E)
6. Contractor Affidavit – E-Verify (Appendix E)
7. Bid Form (Appendix A)
8. Bid Bond in an amount not less than five percent (5%) of the Base Bid (Appendix B)
9. Affidavit Verifying Status for City Public Benefit Application (Appendix E)

The City reserves the right to deem any bid lacking any part of the required documentation as non-responsive, and to reject it without further consideration.

BID EVALUATION

Bids will first be reviewed for responsiveness to the Invitation to Bid, including timely delivery, required signatures, bid security, affidavits, licenses, and completion of the Bid Form. The City will then evaluate each responsive bidder for responsibility, including relevant experience, available personnel and equipment, financial capacity, references, safety record, and documented performance under prior contracts. Documented performance may include material deficiencies, failure to correct defective work, failure to meet contractual completion dates without excusable delay, defaults, and compliance with contract requirements. Cost will be considered as part of the City's evaluation; however, award will not

be based solely on price. The City reserves the right to award the contract to the responsive and responsible bidder whose bid is determined to be in the best interest of the City, considering price and the other evaluation factors identified in this Invitation to Bid.

AWARD

Award, if made, will be to the responsive and responsible Bidder whose bid is determined to be in the best interest of the City. The City may request information reasonably necessary to determine responsibility and will document its determination. The City reserves the right to reject any or all bids, waive informalities or minor irregularities as permitted by law, and reject conditional or qualified bids.

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.

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.

WITHDRAWAL OF BID:

A Bidder may withdraw its bid within 72 hours after the bid due date, without prejudice to the Bidder, by submitting a written request of withdrawal to the City of Covington Purchasing Department. Following that deadline, bids shall remain subject to acceptance and may not be withdrawn for sixty (60) calendar days, except as permitted by applicable law.

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, Instructions for Bidders, Special Conditions, Supplemental 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 Bidder 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.

OPTION TO AUDIT

Successful Bidder will be required to maintain complete records during the life of the contract and for a period of three years 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. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

TERMS AND CONDITIONS:

Contract Terms:

Contract negotiation shall begin within ten (10) calendar days of the Contractor receiving the Notice of Award, or as otherwise directed by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to complete the Work as described in the Contract Documents.

The Contractor shall commence work within ten (10) calendar days after receipt of the Notice to Proceed, unless otherwise approved by the City

The City reserves the right to omit, reduce, defer, or not authorize any bid item or portion of the Work. The Notice to Proceed may authorize less than the entire scope of Work, and the Contractor shall perform only the Work expressly authorized by the City. The Contractor shall have no claim for anticipated profits or other compensation for Work not authorized or performed.

I. Contract Period:

The Contractor shall complete all Work within **forty-five (45) calendar days** following issuance of the Notice to Proceed, unless otherwise approved in writing by the City. The Contract shall remain in effect until the Work is completed and accepted by the City.

II. Contract Cost:

All pricing submitted in the Contractor's bid shall remain firm for the duration of the project.

No adjustments to unit prices will be allowed unless approved by the City through a written change order. Additional work shall not proceed until authorized through an executed Change Order unless otherwise directed in writing by the City.

III. Suspension of Work and Termination:

A. Suspension of Work

The City may, at any time and without cause, suspend all or part of the work for scheduling, operational requirements, or budgetary considerations. Suspension will be issued in writing, with notification of when work may resume.

B. Termination for Cause

The following, individually or collectively, constitute grounds for termination for cause:

1. Persistent failure to perform work in accordance with the contract documents, including but not limited to:
 - Failure to supply sufficient skilled labor
 - Failure to provide suitable materials or equipment
 - Failure to meet project schedule requirements
 - Failure to adhere to safety, traffic control, or technical standards
2. Disregard for worker safety or public safety
3. Negligence resulting in damage to public or private property
4. Failure to follow required quality control or documentation procedures

If terminated for cause, the Contractor shall be compensated only for work satisfactorily completed as of the termination date.

C. Termination for Convenience

The City reserves the unrestricted right to terminate this contract, in whole or in part, without cause. A written notice of termination will be provided a minimum of seven (7) days prior to the effective termination date.

Upon termination for convenience, the Contractor shall be paid for work verified as complete, without duplication or entitlement to anticipated profit on unperformed work.

Payment for Work:

VI. Payment for Work

Payment shall be issued only for work completed, inspected, and approved by the City.

- Monthly and progress-payment invoices will not be accepted. The Contractor shall submit one final invoice after the entire Work has been completed, inspected, and accepted by the City. Payment for mobilization and traffic control is also made at final payment. No retainage will be withheld.
- No payment will be made for assumed, incomplete, or unsupported work
- All invoices must include supporting documentation required by the Contract Documents

VII. Measurement and Payment

Payment will be based on accepted quantities and the unit or lump-sum prices stated in the Bid Form.

Unit prices shall include all labor, materials, equipment, excavation, bedding, backfill, compaction, disposal, testing, restoration, overhead, profit, and incidentals required for a complete installation.

Curb Catch Basins, CB-1 through CB-4 (EA): Measured per catch basin removed, replaced, adjusted to final grade, and accepted, including a new traffic-rated grate, frame, and hood, connections, excavation, backfill, and restoration. CB-4 payment also includes locating and exposing the concealed existing structure. All four catch basins shall have a consistent finished configuration and appearance.

Grated Drainage Junction Structure, GI-1 (EA): Measured as one complete concealed blind-box structure located, exposed, removed, and replaced with a new grated drainage junction structure, adjusted to final grade, and accepted, including a new non-traffic-rated grate and frame, connections, excavation, backfill, and restoration. No hood is required.

Concealed Drainage Access Structures (EA): Measured per concealed existing drainage structure located, exposed, removed, and replaced with a new drainage access structure, adjusted to final grade, and accepted, including a new traffic-rated manhole ring and cover, connections, excavation, backfill, and restoration. No grate, frame, or hood is required at MH-1 or MH-2.

Storm Drainage Pipe (LF): Measured by linear foot of the specified Class III or Class V RCP installed and accepted, including removal of existing pipe, excavation, tongue-and-groove joint sealing, a minimum of six inches of washed No. 57 stone bedding beneath the pipe, washed No. 57 stone embedment to at least the spring line, backfill, compaction, connections, disposal, and restoration, excluding work measured and paid under separate Bid Form items. For pipe installed beneath a roadway

or curb, the pipe price also includes washed No. 57 stone backfill from the pipe embedment to the bottom of the concrete trench cap. Outside roadway and curb areas, suitable excavated material may be used above the required pipe embedment when properly placed and compacted.

Concrete Improvements: Curb and gutter will be measured by linear foot. Full-depth roadway restoration, road-area rehabilitation, driveway restoration, and sidewalk restoration will be measured by square foot unless designated lump sum. Payment includes sawcutting, removal, concrete, finishing, curing, restoration, and reinforcement only where expressly required by the Contract Documents. No steel reinforcement is required for either roadway concrete item. Payment for Full-Depth Roadway Restoration includes the entire monolithic minimum 10-inch Class B concrete section, including the concrete trench-cap portion, without steel reinforcement. No separate or duplicate payment for this concrete will be made under the storm drainage pipe items.

Riprap (CY), Sod (SF), and Drainage Ditch Regrading (LF): Measured in the units shown on the Bid Form and paid at the applicable unit prices for completed and accepted work. Riprap payment includes GDOT Type 3 stone, nonwoven geotextile filter fabric, excavation, preparation, shaping, and keying. Sod payment includes Bermuda sod and all soil preparation, installation, watering, and establishment work.

City-Controlled Contingency Allowance: A contingency allowance equal to fifteen percent (15%) of the Total Base Bid will be included in the Contract Amount. The allowance may be used only for unforeseen conditions or additional work authorized in writing by the City. The Contractor shall provide documentation supporting the labor, materials, equipment, quantities, and cost of authorized contingency work. The allowance is not guaranteed compensation to the Contractor, and any unused balance remains with the City.

Mobilization and Traffic Control (LS): Measured as complete lump-sum items and paid with the final invoice after completion, inspection, and acceptance of all Work.

VIII. Liquidated Damages

The Contractor acknowledges that timely completion of the Work is critical to the City's operations and that actual damages resulting from delayed performance may be difficult to ascertain.

If the Contractor fails to complete the Work within the time specified in the Contract Documents, the Contractor shall be assessed liquidated damages in the amount of **Two Hundred Fifty Dollars (\$250.00) per calendar day** for each day beyond the approved completion date.

Liquidated damages shall continue to accrue until the Work is fully completed and accepted by the City.

Liquidated damages shall be deducted from amounts otherwise due to the Contractor or may be recovered by the City through other lawful means. Assessment of liquidated damages shall not relieve the Contractor of its obligation to complete the Work, nor shall it limit the City's right to pursue other remedies available under the Contract or at law.

Liquidated damages shall not be assessed for delays caused by the City, force majeure events, or other circumstances beyond the Contractor's control, provided such delays are documented and approved in writing by the City.

IX. General Requirements

A. Standards and Specifications

All work shall comply with:

- City of Covington Standards and Specifications
- Georgia Department of Transportation (GDOT) Standard Specifications for the Construction of Transportation Systems (latest edition)
- Georgia Soil and Water Conservation Commission (GSWCC) requirements for erosion and sediment control
- Applicable federal, state, and local regulations
- Manual on Uniform Traffic Control Devices (MUTCD), Part 6 for traffic control
- Manufacturer recommendations for all materials used, including erosion control products, seed, mulch, and stabilization materials

If a discrepancy occurs between standards, the stricter of standards and/or specifications shall apply.

B. Licensing and Documentation

The bidding company shall hold a current Georgia Utility Contractor Company license and provide a copy with its bid, in addition to its Georgia Business License. A general-contractor license, prequalification or registration, or an employee's individual credential alone does not satisfy this company-license requirement. The Bidder and its subcontractors shall also hold all occupational tax certificates, business licenses, professional or trade licenses, and other credentials legally required for the Work they perform. Copies of other credentials shall be provided with the bid when requested by the Bid Form or otherwise upon request by the City.

C. Dewatering and Flow Control

The Contractor shall provide all labor, materials, equipment, and incidentals necessary to manage surface water, groundwater, and stormwater during construction activities. Work shall be performed in a manner that maintains site stability and prevents downstream impacts.

At a minimum, the Contractor shall:

1. Provide adequate means to control and divert water as necessary to perform excavation, grading, and restoration work.
2. Maintain positive drainage throughout the project site to prevent ponding, erosion, or unsafe working conditions.
3. Provide pumps, hoses, temporary channels, or other methods as required to manage water within the work area.

4. Implement appropriate erosion and sediment control measures to prevent sediment from leaving the site.
5. Prevent discharges that could cause erosion, flooding, or damage to adjacent properties or infrastructure.
6. Monitor site conditions and adjust water control measures as necessary throughout construction.

If required by site conditions, the Contractor shall submit a dewatering and flow control plan to the City for review prior to beginning work.

D. Inspection Documentation Requirements

- Provide progress photographs of key construction activities, including clearing, excavation, grading, and stabilization
- Maintain documentation sufficient for the City to verify installed quantities submitted for payment.
- Provide documentation of erosion control installation and maintenance
- Notify the City for observation of critical stages of work, including rough grading and final stabilization
- Provide final documentation upon completion of the project, including photographs of restored conditions

All documentation shall be submitted in a digital format acceptable to the City.

Any work not meeting the requirements of the Contract Documents shall be corrected at no additional cost to the City.

E. Contractor Safety Responsibilities

The Contractor is solely responsible for job-site safety, construction means and methods, and compliance with all applicable federal, state, and local safety requirements, including OSHA requirements governing excavation and trenching.

The Contractor shall designate a competent person as required by OSHA for excavation and trench-safety operations and shall provide the City with current project emergency-contact information before beginning Work.

Any observation, review, or acceptance by the City shall not relieve the Contractor of responsibility for the safety of its employees, subcontractors, the public, or the Work.

F. Traffic Control

The Contractor shall furnish, install, maintain, and remove all traffic-control devices required for safe operations in accordance with the MUTCD. Before any lane closure, full road closure, or detour, the Contractor shall submit a project-specific traffic-control plan for City acceptance and coordinate the proposed closure dates and hours with the City. The plan shall address signs, barricades, flaggers, pedestrian routing, emergency access, and access to adjoining properties. City acceptance of the traffic-control plan does not relieve the Contractor of responsibility for traffic control or public safety. The City prefers that one lane remain open where practicable, and bidders shall price the base work

accordingly. Closing both lanes requires prior City approval in addition to an accepted traffic-control plan. A Transportation Department right-of-way encroachment permit is required for either a one-lane or two-lane closure.

G. Estimated Quantities

The quantities provided in this Invitation to Bid are estimates based on the City's best available information and are intended solely for bid evaluation and comparison. Bidders are responsible for examining the project site, reviewing the Contract Documents, and satisfying themselves as to the nature and extent of the Work.

Final payment for unit-price items will be based on the actual quantities of work completed and accepted by the City. Variations between the estimated quantities and the actual quantities shall not constitute grounds for adjustment of the unit prices contained in the bid.

H. Subcontracting

The Contractor shall perform work equal to at least seventy-five percent (75%) of the total Contract Value using its own forces. Subcontractors may be utilized for specialized portions of the Work, provided that all subcontractors are identified in the bid or approved in writing by the City prior to performing any Work.

The Contractor shall remain fully responsible for the performance, quality, scheduling, and coordination of all subcontracted Work. All subcontractors shall be properly licensed and qualified to perform their respective scope of Work.

The City reserves the right to reject any proposed subcontractor deemed unqualified or unsuitable.

No substitution of subcontractors shall be made without the prior written approval of the City.

I. Federal Compliance Requirements

Bidders must comply with:

- Title VI of the Civil Rights Act of 1964
- Anti-Kickback Act
- Contract Work Hours and Safety Standards Act
- OSHA requirements

Contractors must certify that they do not provide or maintain segregated facilities based on race, color, creed, or national origin.

J. Permits and Approvals

The successful Contractor shall secure and pay for all permits, assessments, inspections, and regulatory approvals required for completion of the work, unless otherwise stated in the specifications. The Contractor shall obtain a right-of-way encroachment permit from the Transportation Department for any one-lane or two-lane closure. No separate road-closure permit or road-closure bond is required.

INSURANCE:

The successful Bidder shall maintain the following insurance throughout performance of the Contract: Commercial General Liability: not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability: not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles used in connection with the Work.

Workers' Compensation: statutory limits; and Employer's Liability: not less than \$1,000,000.

The commercial general liability and automobile liability policies shall name the City of Covington, its officials, officers, employees, and agents as additional insureds with respect to the Work. Before contract execution and issuance of the Notice to Proceed, the successful Bidder shall provide certificates of insurance evidencing the required coverage and identifying the City of Covington as certificate holder.

SUPPLEMENTAL REQUIREMENTS:

- The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
- The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
- The contractor shall perform all work in coordination with the City's schedule and/or other contractors engaged by the City.
- Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of work.
- Contractor must clean up site after completion of the work and must dispose of all debris, trash, materials, packaging, etc.
- Material quantities may be altered or deleted as contract quantities dictate.

City of Covington

Special Conditions

I. Easements:

It shall be the responsibility of the contractor to identify the boundaries of any easements associated with the access and execution of the work to be completed at each site. The contractor shall ensure all employees, machinery, appurtenances, and the work itself always remains within the prescribed easements. If access is required through private property, the Contractor shall be responsible for coordinating with the property owner and City staff to perform the work at such time as to not inconvenience the property owner in any way.

II. Contractor's Status:

It is agreed that the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

III. Payment of Employees, Sub-contractors, and Bidders:

The Contractor shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the execution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise.

IV. Hold Harmless Clause:

The Contractor agrees to hold harmless, indemnify and defend the City of Covington and its agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any and all related costs and expenses, of every kind and character, growing out of, incidental to, of resulting directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except that the Contractor shall have no liability for damages or the cost incidental thereto caused by the sole negligence of the City, his agents, architects, engineers, or employees. The Contractor will require all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure that this clause is in conformity with the insurance provisions of the contract.

V. Hours of Operation:

Normal work hours shall be 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding City holidays. Work outside normal hours requires prior written authorization from the City. Any lane closure, full road closure, detour, or work outside normal hours shall be performed only during dates and hours authorized by the City through the accepted traffic-control plan. Unless otherwise authorized in writing, the roadway shall be reopened to traffic at the end of

each workday.

VI. Danger and Warning Signs

The Contractor shall install and maintain all barricades, suitable and sufficient lights, danger signals, signs, and other devices in accordance with MUTCD standards and shall take all necessary precautions for the protection of the work, its employees, the general public and private property. A “Hazardous Work Safety Zone” shall be established to prevent unauthorized persons from entering the area while the work is being completed. Suitable warning signs shall be provided to control, direct and warn the general public and neighboring private property owners of potential flying debris or falling objects. Upon completion all barricades, signs and the like shall be removed. The installation, maintenance, and removal of any barricades, lights, danger signals, signs, and other devices, shall be considered incidental and a subsidiary part of the contract.

VII. Sanitary Provisions:

The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. All facilities shall be removed at the completion of the work in each location.

VIII. Safety and Health Regulations:

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91–596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91–54). The regulations administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

IX. Existing Utilities and Structures:

The existence and location of all underground, and overhead utilities will be investigated and verified in the field by the Contractor before starting any work. The Contractor shall call for underground utility locations with the GA 811 Utility protection center as needed. The Contractor shall be responsible for identifying the location of any utilities within the area where work is to be performed and shall adequately flag or mark any utilities within the work area, to protect existing utilities from damage. The Contractor shall notify the City of any damaged utilities discovered prior to work beginning, or during the execution of the work and provide ample notice to all affected utility owners. Trimming, mowing, or excavating in the vicinity of existing structures and utilities shall be done carefully by hand. The Contractor shall be held responsible for any damage to, and for the maintenance and protection of existing utilities and structures during the execution of the work.

X. Property Corners:

The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

XI. Photos and Documentation:

The Contractor shall be responsible for collecting digital photos, and/or a video showing existing site conditions prior to start of any work and after its completion. The Contractor shall provide the City a copy of all photos and video collected as part of the work. Contractor is encouraged to record any existing damaged facilities that could be questioned later by property owners. A written or recorded narrative should be provided with the photos and video. The City shall be notified 72 hours in advance of the photography or videoing. Contractor is responsible for all costs associated with photographing and videoing and shall be considered a subsidiary part of the contract. The contractor shall collect new photos and/or video upon each return service, and shall retain a copy of all photos and videos for a minimum of one (1) year after the completion of the work at each location.

XII. Inspection and Acceptance of Work:

All work must be inspected and approved by the City's designated representative upon completion at each location.

XIII. Notification Prior to Beginning Work:

The Contractor shall notify the City at least **five (5) business days** prior to commencing Work under this Contract.

SUPPLEMENTAL SPECIFICATIONS

Storm Drainage Improvements and Earthwork

PART 1 GENERAL

1.1 Description of Work

Provide all labor, supervision, equipment, materials, tools, transportation, and incidentals necessary to complete the Newton Drive Storm Drainage Improvements. The Work includes removal and replacement of drainage structures and RCP; excavation, bedding, embedment, backfill, and compaction; concrete, curb, sidewalk, and driveway restoration; drainage-ditch regrading; riprap and sod; erosion control; traffic control; cleanup; and final restoration in accordance with the Contract Documents.

1.2 Intent

The intent of this specification is to complete the Newton Drive storm drainage improvements by replacing deteriorated drainage structures and pipe, restoring affected concrete improvements, establishing positive drainage, and permanently stabilizing disturbed areas.

The completed Work shall result in a complete and functional storm drainage system and a stable, maintainable finished condition. All Work shall minimize disturbance to adjacent properties and infrastructure and prevent erosion and sediment transport during and after construction.

1.3 Work Components

The Work includes, but is not limited to, the following components:

1. Removal and replacement of drainage structures and storm drainage pipe.
2. Drainage ditch regrading and final site restoration.
3. Installation, maintenance, and removal of temporary erosion and sediment control measures.
4. Permanent stabilization of disturbed areas through Bermuda sod or other stabilization specifically required by the Contract Documents.
5. Mobilization, demobilization, and all incidental work necessary to complete the project.

Minor clearing of vegetation or removal of incidental obstructions necessary to perform the Work shall be considered subsidiary to the applicable contract pay item and no separate payment will be made.

PART 2 QUALIFICATIONS

2.1 General

It is the intent of this section to establish minimum qualifications and experience requirements for the Contractor to ensure the Work is performed in a safe, competent, and professional manner.

The Contractor shall demonstrate experience in similar earthwork, drainage, and site restoration projects.

2.2 Contractor Experience

- ☐ The Contractor shall have a minimum of five (5) years of experience performing work of similar size and scope, including excavation, grading, and erosion control.
- ☐ The Contractor shall have successfully completed at least three (3) projects involving earthwork, drainage improvements, or Storm Drainage Improvements within the past five (5) years.
- ☐ The Contractor shall submit a list of relevant project experience upon request, including:
 - Project name
 - Owner
 - Contact person and phone number
 - Description of work performed
 - Project completion date

2.3 Personnel Experience

- ☐ The Contractor shall provide a qualified superintendent to be present on-site during all major construction activities.
- ☐ The superintendent shall have a minimum of five (5) years of experience supervising similar work, including excavation, grading, and site restoration.
- ☐ The Contractor shall provide documentation of superintendent qualifications upon request.

2.4 Equipment Capability

- ☐ The Contractor shall demonstrate the ability to provide adequate equipment necessary to perform the Work, including drainage-structure installation, pipe excavation, concrete restoration, grading, and stabilization operations.
- ☐ All equipment shall be maintained in good working condition and suitable for use in potentially wet or unstable soil conditions.

2.5 Submittal Qualifications

- ☐ The Contractor shall submit evidence of the qualifications and experience required by this Part upon request by the City.

PART 3 Materials and Construction Requirements

3.1 General

All materials and construction methods shall be suitable for Storm Drainage Improvements and shall result in a stable, functional, and durable finished condition. Materials shall be new, free of defects, and appropriate for their intended use.

3.2 Earthwork and Excavation Materials

- Excavated materials may be reused on-site if deemed suitable by the City
- Unsuitable and excess materials shall be removed from the project and lawfully disposed of by the Contractor unless otherwise directed in writing by the City.
- Imported fill, if required, shall be free of debris and capable of being compacted to a stable condition

PART 4 EXECUTION

4.1 General

Perform all Work in accordance with the Contract Documents, applicable permits, and recognized construction practices. The Contractor shall furnish all labor, supervision, equipment, materials, tools, transportation, and incidentals necessary to complete the Work. Coordinate construction activities to minimize disruption to adjacent properties and maintain a safe, orderly work site throughout the project.

4.2 Storm Drainage Pipe Installation

Storm Drainage Pipe Installation. Remove and replace the pipe lengths and materials shown in the Bid Form. Payment under the applicable storm drainage pipe item includes removal of existing pipe, excavation, bedding, embedment, backfill, compaction, connections, disposal of excess material, and incidentals necessary for complete and accepted pipe installation. Concrete trench caps and full-depth concrete roadway restoration shall be measured and paid under the Full-Depth Roadway Restoration bid item and shall not be included in the pipe item prices.

4.3 Drainage Ditch Regrading and Site Restoration

Drainage Ditch Regrading and Site Restoration. Regrade approximately 60 linear feet of drainage ditch to provide positive drainage, place approximately 6 cubic yards of riprap, and install Bermuda sod throughout the regraded ditch limits except within the designated riprap area. Install approximately 2,000 square feet of sod in total and restore disturbed areas to equal or better condition.

4.4 Erosion and Sediment Control

Erosion and sediment control is incidental to the Work, and no separate payment will be made. Install, maintain, inspect, repair, replace, and remove temporary erosion and sediment control measures necessary to prevent sediment from leaving the project site. Maintain all measures throughout construction until permanent stabilization has been achieved. All practices shall comply with the latest edition of the Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment Control.

4.5 Permanent Stabilization and Site Restoration

Upon completion of grading, permanently stabilize all disturbed areas through Bermuda sod or other stabilization specifically required by the Contract Documents. Restore all disturbed areas to a condition equal to or better than that existing before construction. Repair damage to adjacent property, utilities, or infrastructure resulting from the Contractor's operations. Maintain stabilized areas until accepted by the City.

4.6 Inspection and Acceptance

The City may observe and inspect the Work at any time. Routine construction stages are not automatic hold points unless the Contract Documents identify them as such. The Contractor remains responsible for proper construction and correction, at no additional cost to the City, of erosion, instability, settlement, improper drainage, defective work, or other deficiencies identified before final acceptance.

PART 5 SUBMITTALS

5.1 Pre-Construction Submittals

Prior to the start of any field work, the Contractor shall submit the following for review by the City:

1. A construction work plan outlining the sequence of operations, including clearing, excavation, grading, and restoration
2. A traffic control plan, if required
3. A site safety plan in accordance with applicable OSHA requirements
4. A dewatering and/or flow control plan, if required based on site conditions
5. Product data for materials to be used, including erosion control materials, seed, mulch, and stabilization materials

5.2 Construction Submittals

During construction, the Contractor shall provide the following upon request:

- a. Documentation of site conditions and progress, including photographs
- b. Daily activity logs, if requested by the City

5.3 Post-Construction Submittals

Upon completion of the Work, the Contractor shall submit the following:

- a. Final documentation of completed work, including photographs of restored areas
- b. Documentation of materials used, including erosion control and stabilization measures

- c. Confirmation that all disturbed areas have been stabilized and restored
- d. Any additional documentation required by the City to verify completion of the Work

**APPENDIX A
BID FORM**

Page 1 of 2

Newton Drive Storm Drainage Improvements #2026-21

Item	Unit	Approx. Qty	Unit Price	Total Price
Mobilization	LS	1		
Traffic and Pedestrian Control	LS	1		
Curb Catch Basins (CB-1 through CB-4)	EA	4		
Grated Drainage Junction Structure (GI-1)	EA	1		
Concealed Drainage Access Structures	EA	2		
18-inch Class III RCP	LF	165		
15-inch Class III RCP	LF	16		
15-inch Class V RCP (MH-1 to MH-2)	LF	27		
Curb and Gutter Restoration	LF	130		
Full-Depth Roadway Restoration (10-in. Class B; no steel)	SF	496		
Road-Area Rehabilitation (10-in. Class B; no steel)	SF	180		
Driveway Restoration (6-in. concrete)	SF	120		
Sidewalk Restoration (4-in. concrete)	SF	200		
GDOT Type 3 Riprap with Nonwoven Geotextile	CY	6		
Bermuda Sod	SF	2,000		
Drainage Ditch Regrading	LF	60		
Cleanup and Final Restoration	LS	1		
TOTAL BASE BID				
CITY-CONTROLLED CONTINGENCY ALLOWANCE	%	15		Calculated by City
TOTAL CONTRACT AMOUNT INCLUDING CONTINGENCY				Calculated by City

City of Covington

Note: Bidders shall enter a Unit Price and Total Price for every item shown and a Total Base Bid. For unit-price items, Total Price equals Approximate Quantity multiplied by Unit Price. The City will add a City-controlled contingency allowance equal to fifteen percent (15%) of the Total Base Bid. If a Total Price or Total Base Bid contains a mathematical discrepancy, the stated Unit Price shall control, and the City may correct the extension or total. The contingency allowance may be used only for unforeseen conditions or additional work authorized in writing by the City and is

not guaranteed compensation to the Contractor.

**BID FORM
Page 2 of 2
Newton Drive Storm Drainage Improvements #2026-21
City of Covington**

PART I: bid Summary

Furnish all labor, materials, equipment, and incidentals necessary to complete the Newton Drive Storm Drainage Improvements for the City of Covington.

The Work includes removal and replacement of drainage structures and storm drain pipe; bedding, backfill, compaction, and trench caps; curb, sidewalk, roadway, and concrete pavement replacement; ditch regrading; riprap and sod installation; traffic control; erosion control; and restoration.

The total bid amount for the Work shall be the sum of all bid items as submitted in Appendix A.

_____ **Dollars**
(\$ _____)

The above unit prices and lump sum prices shall include all labor, materials, equipment, disposal, overhead, profit, insurance, and incidentals necessary to complete the Work as specified.

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 agrees that, if this bid is accepted, the Bidder will enter into an Agreement with the City of Covington in the form included in the Contract Documents and will perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time, in accordance with the 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 (60) calendar days after the expiration of the 72-hour withdrawal period following the bid due date.

Bidder has familiarized itself with the nature and extent of the Construction Documents, the Work, the site, the locality, and all applicable local conditions, laws, and regulations affecting the performance of the Work.

SUBMITTED on _____, 2026 Bidder:

By: _____

Title: _____

APPENDIX B

BID BOND

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 _____, 2026.

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, equipment, and incidentals necessary to complete the Newton Drive Storm Drainage Improvements for the City of Covington, Georgia

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.

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.

CONTRACTOR (Principal)

BY: _____

NAME: _____

(Please Print or Type)

TITLE: _____

(CORPORATE SEAL)

ATTEST:

NAME: _____

TITLE: _____

*NOTE: Date of Bond must not be prior to date of Contract. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

LOCAL SURETY AGENT

SURETY

NAME: _____

BY: _____

ADDRESS: _____

NAME: _____

(Please Print or Type)

PHONE NO: _____

TITLE: _____

(SEAL)

WITNESS:

NAME: _____

TITLE: _____

NOTE: Surety companies executing Bonds must appear on the Treasury Dept. most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

APPENDIX C

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____, GA
of the State of Georgia, hereinafter called the "Principal", and

(Name/Address of Surety), hereinafter called the "Surety", are held and firmly bound unto the City of Covington, Georgia, hereinafter called the "OWNER", in the total aggregate penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum in lawful money of the United States well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

The condition of this obligation is such that whereas Principal has entered into a certain Contract with OWNER, dated as of the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of City of Covington, Newton Drive Storm Drainage Improvements contract.

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the terms and conditions of the Contract (which includes the Specifications, and Contract Documents) and such alternations as may be made in said Contract as the documents therein provide for, during the original term thereof and any extensions thereof which may be granted by OWNER, with or without notice to Surety, and during the one (1) year warranty period, and if Principal shall satisfy all claims and demands and shall indemnify and save harmless the OWNER against and from all costs, expenses, damages, injury, or conduct, want of care, skill, negligence or default, including compliance with performance guarantees and patent infringements by the Principal, then this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay to OWNER any difference between the sum to which the Principal would be entitled on completion of the Contract and that which OWNER may be obliged to pay for the completion of the WORK by contract or otherwise, together with any damages, direct or indirect, or consequential, which OWNER may sustain on account of such work, or on account of the failure of the Principal to keep and execute all provisions of the Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that if the Principal shall keep and perform its agreement to repair or replace defective work or equipment during the warranty period of one (1) years as provided, then this paragraph shall be void; but if default shall be made by Principal in the performance of its contract to so repair or replace said work, then this paragraph shall be in effect and OWNER shall have and recover from Principal and its Surety, damages for all defective conditions arising by reason of defective materials, work, or labor performed by or on the account of Principal and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and the successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation therein to maintain said Work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during

said time; and to fully save and hold OWNER harmless for any damages it may be caused to pay on account of injury to person, loss of life or damage to property.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract, the WORK to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that executors, administrators, successors, assignees, subcontractors, and other transferee shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to the Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

No final settlement between the OWNER and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and Government are the only beneficiaries hereunder.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the ____ day of _____, 2026.

CONTRACTOR (Principal)

BY: _____

NAME: _____

(Please Print or Type)

TITLE: _____

(SEAL)

ATTEST: _____

NAME: _____

TITLE: _____

*NOTE: Date of Bond must not be prior to date of Contract. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

LOCAL SURETY AGENT

SURETY

NAME: _____

BY:

ADDRESS: _____

NAME:

(Please Print or Type)

PHONE NO: _____

TITLE:

(SEAL)

WITNESS:

NAME: _____

TITLE: _____

NOTE: Surety companies executing Bonds must appear on the Treasury Dept. most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

APPENDIX D
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____, hereinafter called the "Principal", a Corporation duly organized within the State of Georgia and, _____, (show name and address or legal title of Surety), hereinafter called the "Surety", are held and firmly bound unto the City of Covington, 2194 Emory St. NW, Covington, Georgia 30014, hereinafter called the "OWNER", and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2026, entered into a contract with OWNER for the Newton Drive Storm Drainage Improvements contract for City of Covington, Georgia which consists of:

Furnish all labor, materials, equipment, and incidentals necessary to complete the Newton Drive Storm Drainage Improvements in accordance with the Contract Documents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last work or labor, or furnished the last of the

materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

a. After the expiration of one (1) year following the date on which Principal ceased WORK on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a state court of competent jurisdiction in and for the city or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2026.

CONTRACTOR (Principal)

BY: _____

NAME: _____

(Please Print or Type)

TITLE: _____

(SEAL)

ATTEST: _____

NAME: _____

TITLE: _____

*NOTE: Date of Bond must not be prior to date of Contract. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

LOCAL SURETY AGENT

SURETY

NAME: _____

ADDRESS: _____

PHONE NO: _____

(SEAL)

BY: _____

NAME:

(Please Print or Type)

TITLE:

WITNESS:

NAME: _____

TITLE: _____

NOTE: Surety companies executing Bonds must appear on the Treasury Dept. most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

APPENDIX E

AFFIDAVITS

**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 Bidder that has submitted the attached ITB;

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

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

(4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB 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 Bidder, firm or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Bidder, 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 ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder 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, 2026

Name _____

Title _____

Notary Public: My commission expires (Date)

**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

Print

ed Name: BEFORE ME ON THIS THE
____ DAY OF _____, 20____.

* _____
Alien Registration number for non-citizens

Notary Public
My commission Expires:

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: _____

CERTIFICATIONS

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 specification in this ITB and documents for this project, and have also personally examined each location where work is to be performed. On the basis of the said specifications and documents, I proposed to furnish all necessary labor, machinery, tools, apparatus, materials and other means necessary to complete the work, and will 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 within reason, and hereby propose to perform any increased or decreased quantities of **Work** or extra **Work** on the basis provided for in the specifications.

I further propose to execute the Contract agreement described in the Specifications as soon as the Work is awarded to me, and to begin the Work within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision. Should I fail to do so I understand I may be subject to penalties or contract termination as outlined in the contract agreement.

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 through its Director of Public Works 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: _____