

ADDENDUM 3

DATE: 10/15/2026

TO: ALL PROSPECTIVE BIDDERS/OFFERORS

FROM: Sonya Volve, PE
RS&H Project Manager

RE: Addendum 3, "Runway 10 Obstruction Removal"

GENERAL

1. The BID DATE has been **CHANGED by this addendum.**
2. The BID TIME has been **CLARIFIED by this addendum.**
3. The BID LOCATION remains **UNCHANGED by this addendum.**

Pursuant to Project Manual "Instructions to Bidders," and "Invitation For Bid" the following clarifications are provided:

No.	Clarification
1	This addendum revises the bid receipt and opening date for this project. The previously stated bid receipt and opening date is hereby superseded. Sealed bids will now be received until 11:00 AM on Wednesday, October 21, 2026, at Covington City Hall, 2194 Emory Street NW, Covington, Georgia 30014. Bids will be publicly opened and read aloud only at that time and location. All references to the previous bid receipt and opening date within the Contract Documents have been revised accordingly. All other requirements of the Contract Documents remain unchanged unless specifically modified by this or a previous addendum. Bidders who already have submitted their bids may either: 1. Proceed with their bids as submitted. The City will keep the date stamped bids and hold them until the extended bid opening date. Or, 2. Choose to redact the submitted bid. Redacted bids shall NOT be opened, shall be marked "VOID" and returned to the Bidder via certified mail by the City of Covington.

Questions and Answers are hereby added to and become a part of the bid. This Addendum modifies and forms a part of the Bid Documents. All other terms and conditions remain unchanged.

The following items should be replaced in the Project Manual:

- Sheets N-1 through N-4 Invitation For Bid
- Sheets IB-1 through IB-30 Instruction to Bidders

Any inquiries concerning this bid should be made to Sonya Volve, (770) 983-4991 at sonya.volve@rsandh.com.



1349 W Peachtree St NE, Suite 2000
Atlanta, Georgia 30309

• 678-528-7200
rsandh.com

The City of Covington reserves the right to reject any and all bids/proposals, to waive any technicalities or irregularities and to award the bid/proposal based on the highest and best interest of the City of Covington.

NOTICE OF INVITATION FOR BID

RUNWAY 10 OBSTRUCTION REMOVAL CITY OF COVINGTON, GEORGIA

Sealed bids will be received by the Owner, the **City of Covington, Covington, GA**, in the offices of **City of Covington, 2194 Emory Street NW, Covington, GA, 30014** until **11:00 a.m.** local time, on **October 21, 2026** and then publicly opened and read aloud, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Runway 10 Obstruction Removal Project (2026)**.

This project consists of the following:

SCOPE OF WORK

RUNWAY 10 OBSTRUCTION REMOVAL. In general, the improvements on which bids are requested will require the following major construction items:

- Clearing
- Tree Removal
- Tree Topping
- Seeding and Mulching disturbed areas (where necessary)
- Miscellaneous Landscaping

A pre-bid conference to respond to all inquiries with regards to this project will be held at **Wednesday, September 23rd, 2026 at 10:00 am (ET)** in the Covington Municipal Airport, located at 14100 GA-142, Covington, GA 30014. Pre-bid conference will have a virtual component, but potential bidders are encouraged to attend. A site visit will also be made at this time.

To submit a bid on this project, Bidding and Contract Documents must be requested from RS&H. Please contact Sonya Volce (sonya.volce@rsandh.com) for assistance in downloading and working with this digital project information. Downloaded documents may then be printed at any reprographics company convenient to the bidders.

Plans/Specifications/Contract Documents will be on file FOR INSPECTION ONLY at the following locations on or after September 3, 2026.

Office of the Owner:

City of Covington
Purchasing Department
2194 Emory Street NW
Covington, GA 30014
(770) 385-2000

NOTICE OF INVITATION FOR BID

Airport Administration Office:

Covington Municipal Airport
14100 GA-142
Covington, GA 30014
(770) 787-0098

Office of the Engineer:

RS&H, INC
1349 W. Peachtree St. NE, Suite 2000
Atlanta, Georgia 30308
(678) 528-7200

Bids are to be sealed, marked with the bidder's name and address and labeled: "**Covington Municipal Airport – RUNWAY 10 OBSTRUCTION REMOVAL**" and delivered to:

The City of Covington
Purchasing Department
2194 Emory Street NW
Covington, GA 30014

Not later than **Wednesday, October 21st, 2026 at 11:00 am (ET)**

Each bidder shall be GDOT pre-qualified to perform the work defined herein.

A Bidder's bond must be executed on the form furnished by the Owner, and the required bond, cash, cashier's check, or certified check must accompany each proposal, in the amount of 5% of the total amount of the proposal. A 100% performance bond and a 100% payment bond will be required of the Contractor at time of contract execution. A Georgia Resident Agent must countersign all bonds from a surety company authorized by law to do business in this State pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance; no bond shall be approved unless the surety is on the United States Department of Treasury's list of approved bond sureties.

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Covington** of **Covington, GA** for a period not to exceed **one-hundred twenty (120) calendar days** from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

NOTICE OF INVITATION FOR BID

Award of contract will be based on the lowest aggregate sum proposal (for the award option that is in the Owner's best interest based on available Federal Funding) submitted from those bidders that are confirmed as being responsive and responsible. **Contractors bidding shall bid all items.** The right is reserved, by the Owner, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received.

The successful bidder will be required to furnish separate performance and payment bonds, each in an amount equal to 100% of the contract.

Prospective Bidders are hereby advised that award of contract is contingent upon owner receiving Federal funding assistance under the Airport Improvement Program (AIP).

DBE Requirement: This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The owner has established a contract participation goal of 9.73% for small business concerns owned and controlled by certified socially and economically disadvantaged business enterprise (DBE). The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The **City of Covington**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Federal Provisions

Award of contract is also subject to the following provisions: Each bidder shall be aware and acknowledge that the project is subject to the FAA's current Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Project itemized as follows and included in Appendix D Contract Provisions of the contract documents:

- Affirmative Action Requirement
- Buy American Preference
- Civil Right – Title VI Assurance
- Davis Bacon Requirements
- Debarment and Suspension
- Disadvantaged Business Enterprise
- Foreign Trade Restriction
- Lobbying and Influencing Federal Employees

NOTICE OF INVITATION FOR BID

- Procurement of Recovered Materials

By: The City of Covington, Georgia.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these INSTRUCTIONS TO BIDDERS are defined in the General Provisions of the Construction Contract and shall have the intent and meaning assigned them therein. Terms defined in the General Provisions shall have the intent and meaning assigned them in the General Provisions.
- 1.2 Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:
1. "Owner" shall mean the City of Covington, Georgia, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 2. "Engineer" shall mean RS&H, Inc.
 3. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 4. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
 5. "Contract Time" shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Project, to beginning with and inclusive of the date of the Notice to Proceed.
 6. "Liquidated Damages" shall be as stipulated in the Agreement.
 7. "Products" shall mean materials or equipment permanently incorporated into the Project.
 8. "Provide" shall mean to furnish and install.
 9. "Balanced Bid" shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.
 11. The term "Successful Bidder" means the lowest, qualified, responsible, responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter

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provided) makes an award.

12. The term "Bidding Documents" means the Bidding Requirements, Contract Forms, Bid Forms, Conditions of the Contract, Specifications, Drawings, and Addenda issued by the OWNER for the purpose of obtaining a bid on the Work.

1.3 A BID is a complete and properly signed proposal to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

2. BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents shall be used in preparing bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.2 OWNER and ENGINEER in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, the Low (Successful) BIDDER must submit, within (7) days of Bid Opening, as part of his BID on the prescribed form, evidence which may be required by the OWNER, such as, but not limited to, financial data and previous experience. Each BID must contain evidence of the BIDDER's qualification to do business in the state where the Project is located. Conditional or qualified BIDS will not be accepted. In addition, pertinent provisions of Paragraph 16 of this section determine additional requirements for qualifications of BIDDERS.

3.2 By submission of a BID the BIDDER agrees, that if awarded a contract, to perform on the Site and with his own organization, work equivalent to at least **TWENTY FIVE PERCENT (25%)** of the total amount of the Work to be performed for the bid. If during the progress of the Work hereunder, the CONTRACTOR requests an adjustment of such percentage and the ENGINEER determines that it would be to the OWNER's advantage, the percentage of the Work required to be performed by the CONTRACTOR's organization may be adjusted; PROVIDED prior written approval of such adjustment is obtained from the ENGINEER.

3.2.1 Each BIDDER must furnish with his BID a list of items that he will perform with his own forces and the estimated total cost of these items.

3.3 All BIDDERS must be properly licensed contractors at the time of submitting bids in

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accordance with the provisions of the State of **Georgia** and must indicate their current license number on the outside of the sealed envelope containing their Bid, and on their Bid.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a BID, each BIDDER must (a) examine the Bidding Documents thoroughly; (b) visit the sites to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself of federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate BIDDER's observations with the Drawings and Specifications; and (e) notify ENGINEER of all conflicts, errors or discrepancies.
- 4.2 Reference is made to the General Provisions for identification of:
- 4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents. BIDDER may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.
- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. BIDDER may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
- 4.3 Before submitting his BID each BIDDER may, at his/her own expense and assuming all risks, make such additional investigations and tests as the BIDDER may deem necessary to determine his BID for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide each BIDDER access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a BID. BIDDER shall fill all holes, cleanup and restore the site to its former condition upon completion of such explorations.
- 4.4 The lands upon which the Work is to be performed rights-of-way for access thereto and other lands designated for use by the CONTRACTOR in performing the Work are identified in the Contract Documents.
- 4.5 The submission of a BID will constitute an incontrovertible representation by the

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BIDDER that he has complied with every requirement of this Item 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. **ADDENDA AND INTERPRETATIONS**

5.1 No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

5.2 The contact person for this BID is Adam Webb, Airport Manager. Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via phone at (678) 615-1372 or awebb@cityofcovington.com. Technical questions may be directed to Sonya Volve, RS&H, Inc. at sonya.volve@rsandh.com.

Every request for such interpretation should be made in writing and addressed to: Ronny Peguero, RS&H, Inc. at ronnypeguero@rsandh.com, and to be given consideration must be received by the questions due date of Thursday October 1st at 4:00 p.m.. Make requests by e-mail to ronnypeguero@rsandh.com.

5.3 Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

5.4 The City of Covington will issue responses to inquiries and any other corrections of amendments it deems necessary in written addenda issued prior to the Bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this invitation for Bid or in any addendum to this Invitation for Bid. Where there appears to be a conflict between the Invitation for Bid and any addenda issued, the latest addendum issued will prevail.

5.5 Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

5.6 Bidders who obtain this Bid document from any source other than by requesting it from RS&H, Inc. **are not eligible for bidding on this project.** The City of Covington assumes no responsibility for Bidders' failure to receive and acknowledge any addenda issued.

5.7 On-Site Visit: Point of Contact for the On Site Visit is Adam Webb who can be

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reached by phone at 678-615-1372 or email: awebb@cityofcovington.com. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to inspect the site shall in no way relieve any bidder from any obligation in respect to his bid. The Owner reserves the right, at the time of the site visit, to reject requests to inspect specific areas of the airfield, if it is not conducive to airport operations at the time.

- 5.8 All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies, when considered necessary by the ENGINEER, will be issued by Addenda, mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Failure of any BIDDER to receive any such Addendum or interpretation shall not relieve BIDDER from any obligation under this BID as submitted.

Questions received after the Questions Due Date of Thursday, October 1, 2026, at 4:00 p.m. will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.9 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

6. BID SECURITY

- 6.1 Each Bid must be accompanied by an Original Bid Bond with original signatures for both Bidder and Surety, and Power of Attorney (with Surety Seal), prepared on the form of Bid Bond included herein or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia. Bid Bonds must contain, at a minimum, the following:

1. Bidder named as Principal on Bid Bond.
2. The City of Covington named as Obligated. Specific Bid Project referenced on Bid Bond.
3. Bid Bond meets minimum dollar amount (5% of total bid sum).
4. Bid Bond signed by same representative signing Bid.
5. Attorney-in-fact representing Surety listed on Power of Attorney (exact name).

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6. Bid Bond dated the same date as Power of Attorney and Bid Form.

6.2 Surety on Federal Treasury's list of approved sureties (http://www.fms.treas.gov/c570/c570.html#Certified_Companies); Bid Bond amount within underwriting limit and Surety authorized to do business in Georgia.

6.3 If for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required within 10 days after receipt of notice of the acceptance of Bid, the Owner may proceed to enforce the provisions of the Bid Bond.

6.4 If awarded Bidder refuses to enter into a Contract, the Owner will retain bid security as liquidated damages, but not as a penalty.

7. CONTRACT TIME

7.1 The owner has established a contract performance time as shown below beginning on the date of the Notice-to-Proceed. The first calendar day charged, according to General Provisions 80-07 paragraph "(b)", will be the effective Notice-to-Proceed date. A formal Notice-to-Proceed letter will be issued by the Owner/Engineer for each phase. All project work shall be substantially completed within the stated timeframe(s). All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed below.

	Calendar Days
Element	84
Total	84

See General Provisions Section 80-08 and the CSPP Plans for additional information.

8. LIQUIDATED DAMAGES

8.1 Provisions for Liquidated Damages are set forth in the Contract Form and General Provisions Section 80.

9. SUBSTITUTE OR "OR-EQUAL" MATERIAL AND EQUIPMENT

9.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used if acceptable to ENGINEER, application for its acceptance must be submitted in accordance with requirements of

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General Provisions Section 60.

- 9.2 Substitutions and Product Options: BIDDERS are directed to read the statements contained under General Provisions Section 60, for substitutions or product options, which specify the conditions under which the material, devices, or equipment to be furnished by the CONTRACTOR are equal to those designated.

10. SUBCONTRACTORS, ETC.

- 10.1 All BIDDERS shall submit as part of their BID on the prescribed schedules a list of all subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the Work as to which such identification is required. If requested by OWNER, the low BIDDER shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, other person or organization. If OWNER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, the OWNER may, before giving the NOTICE OF AWARD, require the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful BIDDER declines to make any such substitution, the Contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person, or organization so listed and to whom the OWNER does not make written objection prior to giving the NOTICE OF AWARD will be deemed acceptable to OWNER.
- 10.2 No CONTRACTOR shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

11. BID FORM AND SCHEDULES

- 11.1 Official Bid Form and Schedules will be distributed electronically by RS&H by request. Contractors shall be required to print Bid Form and Schedule for bidding.
- 11.2 Bid Forms and Schedules must be completed in ink or by typewriter. Each BID must be submitted on the prescribed form. All blank spaces and Bid Prices must be filled in. The Bid Price must be stated in words and numerals or as indicated in the BID Forms.
- 11.3. The firm, corporation, or individual name of the BIDDER must be signed in ink in the space provided for the signatures on the Bid Form. BIDS by corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate

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seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.

- 11.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 BIDS by individuals must be signed by the individual owner and the terms "doing business" or "sole owner" must appear under the signature.
- 11.6 The BIDDER must state in his BID the name and address of each person or corporation interested therein.
- 11.7 The numbers of all addenda and the date each was received shall be filled in on the Bid Form.
- 11.8 The address to which communications regarding the BID are to be directed must be shown on the Bid Form.
- 11.9 Affidavits: Each BIDDER is required to duly execute the BIDDER's and Non-Collusion Affidavits at the end of the BID.
- 11.10 All names must be typed or printed below the signature.
- 11.11 The only markings by the BIDDER which will be considered by the OWNER in evaluating the BID are those made on the bid form itself. No markings on the exterior of the envelope or other extraneous marks will be considered as part of the BID.
- 11.12 The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid.
- 11.13 The Bidder must include a unit or lump sum price for all items shown on the Bid Form; failure to comply may be cause for rejection. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities or extra per unit compensation allowed.
- 11.14 Unbalanced Bids: The City of Covington may reject a Bid as non-responsive if the

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prices bid are materially unbalanced between the line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work or prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid will result in the lowest overall cost to the Unified Government even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

- 11.15 Discrepancy in Unit Price: In case of discrepancy between a unit price and an extended price and total amount, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

12. **SUBMISSION OF BIDS**

- 12.1 One original Bid and one copy shall be submitted at the time and place indicated in the Advertisement in a sealed envelope. Each BID shall be marked and addressed as required in the Advertisement and shall be accompanied by the Bid Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **“COVINGTON MUNICIPAL AIRPORT - BID ENCLOSED, RUNWAY 10 OBSTRUCTION REMOVAL” on the face thereof. DO NOT SUBMIT THE PROJECT MANUAL OR DRAWINGS WITH BID.**

Submit sealed Bids addressed as follows:

**City of Covington
Purchasing Department
2194 Emory Street NW
Covington, GA 30014**

Bids are to be submitted on the proper form furnished by the Airport Owner and shall be addressed to the **City of Covington**, sealed, dated, and enclosed in an envelope appropriately marked on the outside by below:

**Covington Municipal Airport
RUNWAY 10 OBSTRUCTION REMOVAL
Bidder's Name and Address**

- 12.2 Bidders must submit bids in their entirety.
- 12.3 Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.

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12.4 Each Bid must be submitted on the Bid Forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.

12.5 Bid Timetable: The anticipated schedule of the bid process is as follows:

Bid Documents Available	Thursday, September 3, 2026
Pre-Bid Conference	10:00 am ET Wednesday, September 23, 2026
Deadline for submission of questions	4:00 pm ET Thursday, October 1, 2026
Bid Due Date and Opening	11:00 am ET Wednesday, October 21, 2026
Bids valid until	One Hundred Twenty Days after Bid Opening Date.

12.6 All bid copies must be submitted in a sealed envelope or container with the OUTER MOST Container stating the City of Covington address, telephone number, the BID number and title "Covington Municipal Airport – RUNWAY 10 OBSTRUCTION REMOVAL".

- ☐ **One (1) marked original of the complete signed bid**
- ☐ **One (1) marked COPY of the complete signed bid**
- ☐ **One (1) USB with a PDF copy of the complete signed bid (By apparent low bidder) are to be delivered to:**

The City of Covington
Purchasing Department
2194 Emory Street NW
Covington, GA 30014

Hand-delivered copies may be delivered to the above address only between the hours of 8:00 am and 5:00 pm ET, Monday through Friday, excluding holidays observed by the City of Covington.

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the City of Covington for premature opening of a bid not properly addressed and identified, and/ or delivered to the proper designation.

12.7 The Bidder shall provide on the outside of the sealed envelope the following information, otherwise the Bid will not be opened and will be returned to the Bidder:

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1. Bidder's Name
2. Georgia General Contractor License Number

12.8 If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Covington Purchasing Department, 2194 Emory Street NW, Covington, Georgia 30014.

12.9 Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive, and subsequently returned to the Bidder.

12.10 The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:

1. The Bid submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the bidder.
2. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
3. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
4. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By ____". Corporation seal shall also be affixed to the Bid and Bid Bond.
5. The Bidder shall complete, execute and include the following mandatory documents, which are attached to these Contract Documents. Bids received without all of the Mandatory Documents may be rejected:
 - a. Bid Form, to include acknowledgement of all addenda issued
 - b. Bid Bond, in the amount of no less than 5% of the total base bid
 - e. Corporate Certificate, if the Bidder is a corporation
 - f. Partnership Certificate, if Bidder, is a partnership
 - g. Subcontractor Listing Form
 - h. Statement of Bidder's Qualifications

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- i. General Contractor's License Certification
- j. Georgia Security and Immigration Compliance Act Affidavits
- k. Non-collusion Affidavit of Prime Bidder

6. Upon award of the bid, bidder must be eligible and able to establish themselves as a Vendor with the City.

12.11 Any and all bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive, and subsequently returned.

12.12 Cost Incurred by Bidders: All expenses involved with the preparation and submission of the Bid to the City of Covington, or any work performed in connection therewith shall be borne by the Bidder. No payment will be made for any responses received or for any other effort required of or made by Bidder(s) prior to commencement of work as defined by a contract approved by the governing body of the City of Covington.

13. MODIFICATIONS AND WITHDRAWAL OF BIDS

13.1 BIDS may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDS are to be submitted at any time prior to the opening of BIDS.

13.2 Bidders may modify their Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two business days from the closing time, no consideration will be given to the telegraphic modification.

13.3 Late Submittal, Late Modifications and Late Withdrawals: Bid submittals received after the Bid opening date and time are late and will not be considered. Requests received after the Bid opening date for modifications to or to withdraw bids are also late and will not be considered. No responsibility shall attach to the City of Covington for the premature opening of a Bid not properly addressed and identified, and/ or delivered to the proper designation.

14. OPENING OF BIDS

INSTRUCTIONS TO BIDDERS

- 14.1 BIDS will be opened and read aloud publicly. An abstract of the amounts of the bids will be made available after award is made by OWNER.
- 14.2 The Owner may consider a minor irregularity of any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.
- 14.3 If a Bidder, after the Bid opening determines that its Bid contained an appreciable error, the Bidder may withdraw its Bid, subject to the provisions of, and, if the mistake meets the criteria in, O.C.G.A. Section 36-91-52.
- 14.4 Withdrawal of Bid: A bidder may withdraw his Bid before the expiration of the time during which bids may be submitted without prejudice to the Bidder, by submitting written request of withdrawal to the Purchasing Administrator.
- 14.5 Rejection of Bids: The City of Covington reserves the right to accept or reject any and all Bids and reserves the right to waive any irregularities or informalities or technical defects and to accept or reject any Bid, if in the judgment of the City of Covington its best interest will be served.
- 14.6 Award may be refused to any Bidder who, in the opinion of the City of Covington, is not a responsible Bidder, is in default of any bid, proposal, purchase order, or contract with City of Covington prior to the date of Bid under consideration, or whose performance under any prior proposal or contract was determined by the City of Covington to be unsatisfactory. The Bidder's performance on behalf or other entities (public or private) may be considered.
- 14.7 Bid submittals received after said time or at any place other than the time and place as stated in the notice may not be considered.

15. **SUBCONTRACTS**

- 15.1 Names of principal subcontractors must be listed using the **Subcontractor Listing Form** and attached to Bid. There shall be only one subcontractor named for each classification listed or specific trade.
- 15.2 The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

INSTRUCTIONS TO BIDDERS

- 15.3 The Contractor shall not subcontract more than 75% percent of the total cost of the Project.

16. CONDITIONS OF THE PROJECT

- 16.1 Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

- 16.2 The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.

- 16.3 The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

- 16.4 The Contractor will not be given extra payments for conditions which can be determined by examining the site and documents.

17. NOTICE OF SPECIAL CONDITIONS

- 17.1 If any special federal, state, county or city laws, and municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails.

18. OBLIGATION OF BIDDERS

INSTRUCTIONS TO BIDDERS

18.1 By submission of a Bid, the Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

18.2 By submission of a Bid, the Bidder warrants that it has notified, prior to the opening of Bids, the Engineer and/or Owner in writing, of any conflict, error, ambiguity or discrepancy which the Bidder may discover prior to the opening of Bids, which would have an impact on the cost of the Project on the performance of the constructed Work.

19. **BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE**

19.1 The BID shall remain open for **one hundred twenty (120)** days after the day of the opening, but OWNER may, in his sole discretion, release any BID and return the Bid Security prior to that date.

20. **AWARD OF CONTRACT**

20.1 It is the intent of the Owner to award the Contract to the responsive, responsible Bidder submitting the lowest **Bid** complying with the conditions of the Contract Documents. Add alternates may be accepted as part of initial contract or by Change Order at the Bid Price at any time during the Contract duration.

The bidders shall submit bids for all schedules. The owner will evaluate each schedule based on available funding and construction timelines. The owner will base selection of contractor on this criteria and award project to the lowest, most responsive bidder for the construction timeline that best fits the owner's operational needs and funds availability."

20.2 The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's best interest.

20.3 A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who binds himself or herself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.

INSTRUCTIONS TO BIDDERS

- 20.4 A responsible Bidder shall be one who can fulfill the following requirements:
1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
 2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.
 3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.
 4. Possesses a valid Georgia General Contractor's License.
- 20.5 Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents and the Bidder will not be exempted from any other legal recourse the Owner may elect to pursue.
- 20.6 Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten (10) days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- 20.7 The accepted Bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within ten (10) days following its presentation shall execute same and return it to the Owner.
- 20.8 OWNER reserves the right to reject any and all BIDS, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the successful BIDDER, and the right to disregard all nonconforming, nonresponsive,

INSTRUCTIONS TO BIDDERS

unbalanced, or conditional BIDS. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive, or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies between words and figures for unit prices will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.8.1 The following are examples of factors which, among others, will determine the responsiveness of bids:
- a. The completeness and regularity of Bid Form;
 - b. A Bid Form without excisions or special conditions;
 - c. A Bid Form having no alternative bias for any items unless requested in the Specifications;
 - d. A Bid Form without obviously unbalanced unit prices;
 - e. Submission of a properly executed Bid Bond; and
 - f. A Bid responsive to the requirements of Part 152 of Federal Aviation Regulations.
- 20.9 In evaluation of BIDS, OWNER shall consider qualifications of the BIDDERS and whether or not the BIDS comply with the prescribed requirements in the Bid Forms.
- 20.9.1 If, a BIDDER submits a BID which lists DBE compliance at a percentage lower than the goal stated in the Bid Documents, that BIDDER shall within 48 hours of the bid opening submit written evidence to the Owner and Engineer, of BIDDER's good faith efforts to comply with the goal. The burden for coming forward with evidence of good faith efforts shall be on the BIDDER, not upon the OWNER or any of its representatives or consultants. Failure to come forward with such evidence shall remove the BIDDER's Bid from further consideration.
- 20.10 OWNER may consider the qualifications and experience of subcontractors, other persons or organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Maintenance considerations, performance data and guarantees of materials may also be considered by OWNER. OWNER will consider DBE participation and whether or not BIDDER made an effort to meet specified DBE goals.
- 20.11 OWNER may conduct such investigations as he deems necessary to assist in the

INSTRUCTIONS TO BIDDERS

evaluation of any BID and to establish the responsibility, qualifications and other persons and organizations to do the work in accordance with the contract documents to OWNER's satisfaction within the prescribed time.

- 20.11.1 Responsibility shall be based on whether the BIDDER:
- a. Maintains a permanent place of business;
 - b. Has adequate equipment and staff to do the Work properly and within the time limit that is established; and
 - c. Has adequate financial status to meet his obligations contingent to doing the Work.
 - d. Otherwise demonstrates that he is clearly capable, both financially and in terms of past experience, to carry out the work of the contract in a competent and timely fashion.
- 20.12 OWNER reserves the right to reject the BID of any BIDDER who does not pass any evaluation to OWNER's satisfaction.
- 20.13 If a contract is to be awarded, it will be awarded pursuant to the OWNER's procurement policy and to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project.
- 20.14 If a contract is to be awarded, OWNER will give the Successful BIDDER a NOTICE OF AWARD within **one hundred twenty (120)** days after the day of Bid Opening.
- 20.15 After bids are opened all communications between the BIDDER and the OWNER or his representatives upon which the BIDDER intends to rely must be in writing. No oral statements by the OWNER or its representatives will modify or waive any of the requirements of these instructions or other contract documents.

21. EMPLOYMENT OF LOCAL LABOR

- 21.1 Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.

22. AMERICANS WITH DISABILITY ACT (ADA)

- 22.1 In accordance with the Americans with Disabilities Act (ADA), reasonable accommodations will be made for qualified individuals with disabilities who wish to participate in the bidding process. Bidders requiring accommodations should contact Adam Webb, CVC Airport Manager at awebb@cityofcovington.org no later than seven (7) calendar days prior to the bid opening to ensure that appropriate

INSTRUCTIONS TO BIDDERS

arrangements can be made.

23. MINORITY BUSINESS ENTERPRISE STATEMENT

- 23.1 It is the policy of the City of Covington that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

24. HOLD HARMLESS AND INDEMNIFICATION

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

25. INDEPENDENT CONTRACTOR

- 25.1 The Contractor shall not be an employee of the City of Covington, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the City of Covington, or to otherwise act on behalf of the City of Covington, except as the City of Covington may expressly authorize in writing.

26. BONDS, CONTRACT SECURITY AND INSURANCE

- 26.1 This section sets forth OWNER's requirements as to Bonds and Insurance. When the Successful BIDDER delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security and Insurance Certificates and Policies.
- 26.2 All Bonds (Bid, Payment and Performance) must be signed or countersigned by the Surety Company's proper resident agent, authorized to do business in the State of **Georgia**, on whom service can be made in the event of litigation.
- 26.3 CONTRACTOR'S LIABILITY INSURANCE: Contractor shall purchase and maintain such comprehensive general liability, comprehensive automobile liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other

INSTRUCTIONS TO BIDDERS

obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- (4) Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
- (5) Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use of resulting therefrom;
- (6) Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- (7) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 26.3 shall include the specific coverages and be written for no less than the limits of liability and coverages specified in paragraph 26.7 or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Engineer by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with subsection 50-18. In addition, contractor shall maintain such completed operations insurance for at least two years after final payment and furnish Owner with evidence of continuation of such insurance at final payment and one year thereafter.

INSTRUCTIONS TO BIDDERS

26.4 CONTRACTUAL LIABILITY INSURANCE:

The comprehensive general liability insurance required by paragraph 26.3 above will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraph 26.3.

26.5 OWNER'S LIABILITY INSURANCE:

OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and the CONTRACTOR shall purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

26.6 INDEMNIFICATION:

- (1) The Contractor shall indemnify and hold harmless Owner and Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.
- (2) In any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 26.6 (1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

26.7 COVERAGES: The limits of liability for the insurance required by, Paragraph 26.3 shall provide coverage for not less than the following amounts or greater where

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required by law:

- (1) Workers' Compensation, etc.:
 - (a) State: Statutory
 - (b) Applicable Federal Statutory
(e.g. Longshoreman's)
 - (c) Employer's Liability **\$1,000,000 Per Occurrence**
\$3,000,000 Per Aggregate
 - (2) Comprehensive General Liability:
 - (a) Bodily Injury and Property Damage: **Combined Single Limit**
\$5,000,000 Per Occurrence
\$10,000,000 Aggregate
 - (b) The Contractor's General Liability insurance shall provide coverage for the following: (1) Premises - Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (4) Underground Hazard, (5) Broad Form Property Damage, (6) Where applicable, Explosion and Collapse Hazard, and (7) Personal Injury.
- The Owner, its officials and staff; and The Engineer, its staff and consultants shall be named as additional insureds by endorsement to the policy.
- (3) Comprehensive Automobile Liability:
 - (a) Bodily Injury and Property Damage: **Combined Single Limit**
\$1,000,000 Per Occurrence
 - (b) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage Per Occurrence for owned, hired and non-owned vehicles.

26.8 The City of Covington, Covington Municipal Airport, and the OWNERS, its officials and staff; the Georgia Department of Transportation (GDOT), its officials and staff; and **RS&H, Inc.**, its staff and consultants shall be named as additional insureds with right of notice in the policy. A Certificate of Insurance naming The City of Covington, Covington Municipal Airport, and the OWNER as a certificate holder as well as a Certificate of Insurance naming **RS&H, Inc.**, as a certificate holder shall

INSTRUCTIONS TO BIDDERS

be issued by the Contractor's insurance provider. The Contractor's insurance provider shall edit the Certificate of Insurance standard cancellation clause from ", the issuing company will endeavor to mail (standard) days written notice to the certificate holder" to ", the issuing company will mail 30 days written notice to the certificate holder".

- 26.9 Contractor shall purchase and maintain such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or right-of-way may be affected by the Work to be done under this Contract.
- 26.10 Contractor will provide such additional information in respect of insurance provided by him as the Owner may reasonably request. Failure by Owner to give any such notice of objection within the time provided shall constitute an acceptance of such insurance purchased by Contractor as complying with the Contract Documents.
- 26.11 Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with Owner before operations are begun. Certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this subsection. The certificates shall, in addition to the information relative to the insurance required, contain the following:
- (1) Inception and expiration dates of insurance policy.
 - (2) Limits of liability provided (Public Liability and Property Damage).
 - (3) Coverage provided, including special hazards if required.
 - (4) Name of insurance company.
 - (5) Policy number.
 - (6) Additional insureds' interests covered.
 - (7) Statement that the Explosion, Collapse, and Underground exclusions do not apply.
 - (8) Certificate shall reflect self-insured retention applicable to any contract of insurance.
 - (9) Excess liability certified contracts must state underlying insurance requirements.
 - (10) Project number and nature of work.
 - (11) Cancellation notice stipulation paragraph 26.7.
 - (12) Statement that the general aggregate required by 26.7.2.a shall apply to the project only.

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All blanks and questions on certificates of insurance must be filled out completely. Incomplete or inadequate certificates will be returned to the CONTRACTOR as unsatisfactory and commencement of his work will be delayed until satisfactory certificates are submitted. Any such delay will not warrant an extension of Contract time.

No certificate will be accepted which exculpates the issuer or reduces any rights conferred on the Owner by the above certificates, nor will they be accepted unless the certificates bear a live signature of a direct representative of a company authorized to do business in the State of Georgia.

No certificate will be accepted unless the person signing the certificate certifies, in a separate letter, his exact relationship with the insurance carrier or carriers indicated in the certificate.

In addition to the required certificates, Contractor will file with the Owner prior to commencement of the work original endorsements, or copies of any blanket endorsement in the Contractor's GCL policy, confirming the status of the Owner and Engineer, their agents and employees, as additional insureds, both as to premises operations coverage and completed operations.

The Owner may, at his discretion, modify or waive any of the foregoing requirements. But the OWNER's failure to assert any of its rights shall not constitute waiver of any such rights.

No contract of insurance containing a "claims made" insuring agreement will be acceptable unless the Contractor offering such insurance to fulfill the requirements of this Contract agrees that each such contract of insurance shall be renewed for the entire existence of the Contractor, their successors or assigns; and that on termination of such coverage which is not replaced by a similar contract with the required limits of liability, a "tail policy" will be purchased with limits not less than those required by this Contract."

27. SIGNING OF AGREEMENT

- 27.1 When OWNER gives a NOTICE OF AWARD to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other required Contract Documents. Within **fifteen (15)** days following the effective date of "Award" CONTRACTOR shall sign and deliver all executed counterparts of the Agreement to the OWNER with all other Contract Documents including insurance certificates and executed bonds attached thereto. ENGINEER will

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identify those portions of the Contract Documents not fully signed by the OWNER and CONTRACTOR and such identification shall be binding on all parties.

28. **SPECIAL REQUIREMENTS**

28.1 Laws and Regulations: The BIDDER's attention is directed to the fact that applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though therein written out in full.

Estimated Quantities: Where quantities of work are given in the BID these are approximate and are assumed solely for comparison of the BIDS. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the Contract, it being presumed that the BIDDER has verified the quantities necessary to complete the Work of the Contract as intended, and any departure there from will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; nor will any additional payment, be made regardless of the actual quantities required or ordered to complete the Work.

29. **PRE-BID CONFERENCE**

29.1 A Non-Mandatory Pre-Bid conference will be held at the time indicated in the Notice to Bidders, in the **Covington Municipal Airport, located at 14100 GA-142, Covington, Georgia**. Representatives of OWNER and ENGINEER will be present to discuss the Project. All prospective BIDDERS may attend and participate in the conference. The ENGINEER will transmit to all prospective BIDDERS of record any such Addenda as ENGINEER considers necessary in response to questions arising at the conference.

30. **SALES TAX**

30.1 Bidders shall not include sales tax in the federal portion of their bids. This project is sales tax exempt for federally funded items only. The Owner will furnish the Contractor a Sales Tax Exempt Certificate (Form 17 – Purchasing Agent Appointment and Delegation Of Authority For Sales And Use Tax) for use in purchasing materials. Bid Additive No. 2 is locally funded and therefore not exempt from sales tax.

31. **PREVAILING WAGE RATES**

31.1 The construction wage rates have been certified by the US Department of Labor to be wages prevailing for construction of the contract. In accordance with the terms of

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the Proposal, the Contractor agrees to pay to each employee of the corresponding craft at least the wage rate listed.

In addition to the basic hourly rates shown, certain crafts, trades or industries indicate health, welfare, pension, and other fringe benefits which are given employees pursuant to a bona fide Collective Bargaining Agreement for the respective craft, trade, or industry. In the absence of any such Agreement, the basic hourly rates plus the monetary equivalent for the fringe benefit payments indicated, less any legal deductions, shall be paid directly to the employees.

The wage rate determination of the US Department of Labor incorporated on the following pages does not include rates or the requested classification listed below. The BIDDER is responsible for ascertaining the rates payable for such classification and whether area practice requires their use in accomplishing the work. No inference concerning area practice is to be drawn from their omissions. Further, the omission will not, per se, establish any liability for increased labor costs resulting from the use of such classification.

32. FUNDING AGENCY REQUIREMENTS

- 32.1 BIDDERS are advised that the Work under this Contract will be financed in part by a grant of the Federal Government under the Department of Transportation, Federal Aviation Administration, Airport and Airway Safety and Capacity Expansion Act of 1987.
- 32.2 To receive funds under the applicable Federal Programs, the OWNER must comply with the requirements of the administering agencies which are imposed as conditions under which the grants of funds are made.
- 32.3 It is a condition of the grant of Federal funds that certain provisions be included and be made a part of the Contract Documents for the Work in which these funds are to be used.
- 32.4 The CONTRACTOR is notified hereby that he must meet all of the terms and conditions related to this Project imposed by the administering agencies named herein, including, but not limited, to the following:
 - 32.4.1 WAGES AND SALARIES: Attention of BIDDER is called to the requirements concerning the payment of not less than the prevailing wage and salary rates determined by Secretary of Labor specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

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- 32.4.2 The rates of pay set forth under GENERAL PROVISIONS are the minimums to be paid during the life of the Contract. It is therefore the responsibility of BIDDERS to inform themselves as to local labor conditions, such as the length of workday and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.
- 32.4.3 EMPLOYMENT PRACTICES: (1) Contractor shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) insert or cause to be inserted the same provision in each construction subcontract.
- 32.4.4 AFFIRMATIVE ACTION REQUIREMENTS: The BIDDER's attention is called to the Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity.
- 32.4.5 All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer's instructions.
- 32.4.6 BIDDERS must comply with the requirement that siltation and erosion are to be held to the absolute minimum during construction.
- 32.4.7 Equal Employment Opportunity Requirements:
- a) BIDDERS must comply with the President's Executive Order No. 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
 - b) Each BIDDER shall complete, sign and include in his bid proposal the Equal Opportunity Report Statement. When a determination has been made to award a contract to a specific Contractor, such Contractor shall, prior to award, after award or both, furnish such other pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors as the OWNER, or the Secretary of Labor may require. All such information required of a subcontractor shall be furnished by the Contractor.
 - c) Notice of Affirmative Action: Specific goals for minority and female participation expressed in percentage terms are specified in the General Provisions.

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- d) Disadvantaged Business Enterprise Program: The OWNER has established goals for DBE participation on this Project. The BIDDER's attention is directed to the Notice to Bidders, General Provisions and Bid Forms for the specific goals.

32.4.8 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

- a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
 - 1. Steel and Manufactured Products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.
 - 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - 3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- b) The successful BIDDER will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those-
 - (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that

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domestic preference would be inconsistent with the public interest;
or

- (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

32.4.9 PRECONSTRUCTION CONFERENCE: Attention of BIDDERS is called to a preconstruction conference to be held with the successful BIDDER and all known subcontractors, prior to the issuance of a NOTICE TO PROCEED. This conference will be held to acquaint the Successful BIDDER with the contract provisions concerning the Labor Standards, Equal Employment Opportunity obligations, and other items related to the contract. The date of the preconstruction conference will be established after the Contract is awarded to the successful BIDDER.

END OF INSTRUCTIONS TO BIDDER

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