



August 14, 2019

TO: All Potential Proposers
SUBJECT: Demolition of Structures
Bid Ref. #20-005
Bid Closing Date & Time: **August 14, 2019 at 2:30 p.m.**

BID DATE CHANGE

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted and become part of the specifications and proposal documents for the above referenced request for proposals.

Note: Bid Date Extension: August 21, 2019 at 2:30 p.m.

Kimberly M. Allen
Kimberly M. Allen, Buyer

CENTRAL SERVICES



July 29, 2019

**INVITATION TO BID
DEMOLITION OF STRUCTURES
CODE ENFORCEMENT DEPARTMENT
Bid Ref#. 20-005**

Sealed Bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **2:30 p.m. on August 14, 2019** for work required to perform demolition services at 1709 E. Broad Avenue, Albany, Georgia in accordance with bid documents, specifications, and all other contract documents.

The City of Albany strongly encourages Small Business firms to participate in this bid.

This demolition project will be bid on a lump sum basis for all specified work and will be awarded to the lowest responsive and responsible bidder in the manner that best benefits the City of Albany. Contractor is responsible for all disposal fees.

All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

5% Bid Bond is required of all bidders. Bid bond must be present for bid to be read or considered. A Contract Performance Bond, and Labor and Material Payment Bond each in an amount equal to 100% of the contract amount will be required of the successful bidder.

The City of Albany strongly encourages Small Business firms to participate in this bid.

For more information, contact **Kimberly M. Allen, Buyer**, at **(229) 431-3211** or kiallen@albanyga.gov, cc: mtrotter@albanyga.gov and tewilliams@albanyga.gov, or fax questions to (229) 431-2184.

City of Albany,

Yvette Fields, CPPB
Director

CENTRAL SERVICES

**CITY OF ALBANY
PROCUREMENT DIVISION
CENTRAL SERVICES DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by

- the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.
 26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
 27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
 28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
 29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
 30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
 31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
 32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
 33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
 34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
 35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
 36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
 37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
 38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
 39. All questions, inquiries and requests for clarification shall be directed to Procurement.
 40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

PROCUREMENT FORM - Revised 07/29/2019

SPECIAL INSTRUCTIONS TO BIDDERS
DEMOLITION OF STUCTURES
CODE ENFORCEMENT DEPARTMENT

1. **General:** This bid provides for demolition of 1709 E. Broad Avenue, Albany, Georgia. Work included is complete demolition as specified, hauling of demolition debris and disposal of debris as described in Special Instructions Item 2. All bids shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained herein.

Scope: 1709 E. Broad Ave. (Main Structure) including all trailers, accessory building, asphalt, all down trees, topped out trees, root balls and any/all storm debris on premises. Also, need to install approx. 200' of construction fencing around manhole, grate inlet and exposed RCP pipe to prevent equipment from driving over and damaging infrastructure. Construction fencing to be removed upon completion of project. All standard demolition specifications still apply.

The contract shall be written for all work required, expressed and/or implied, that is necessary to perform the work described in the bid documents and specifications. No money shall be paid for any extra work or modifications to the specifications unless such work or modification is approved in writing by the owner's designated representative prior to execution. **It is the contractor's responsibility to visit the work site(s) and become familiar with the work conditions.**
2. **Demolition Debris Disposal:** Contractor is responsible for disposal of demolition debris in the Dougherty County Landfill, the Maple Hill Landfill, or delivery to a Georgia permitted recycling facility. If the material is to be recycled, a copy of the recycling permit must be submitted prior to commencement of contract. Cost for disposal (tipping fees) are the responsibility of the Contractor. Weight tickets must be provided to the Project Manager prior to release of payment on this contract. All landfill charges must be paid before contractor receives a check and proof provided by landfill, unless landfill provides documentation to Code Enforcement stating otherwise. **All bidders must sign the attached Checklist for Demolition on page 15 and submit.**
3. **Bid Form:** Bid must be submitted on the form provided in this bid document. Bid is for lump sum contract for all work specified as part of this bid document. Contract will be awarded to the lowest responsive and responsible bidder in the manner that best benefits the City of Albany. **Contractor must provide projected tonnage per address of debris that will be delivered to the landfill. Failure to provide projected tonnage will cause the bid to be deemed non-responsive.**
4. **Corporations:** All Corporations should provide the corporate seal, a copy of the Secretary of State Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
5. **Contract Time: Contract time is 60 calendar days. The contract must be completed by October 14, 2019. Liquidated Damages will be assessed at \$100.00 per calendar day and deducted from the final contract payment for each day in excess of October 14, 2019, with an allowance for natural catastrophe (i.e. flood, earthquake, etc.). An allowance may be considered for abnormal rain days.**
6. The Owner of this project is the City of Albany. The Owner reserves the right to reject any and all bids and to waive any informalities in the bid process.
7. **Insurance Requirements:** Contractor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by contractor, whether arising from the acts or omission,

negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Contractor shall also carry product/completed operations liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Contractor shall maintain a combined single liability limit of Five Hundred Thousand (\$500,000) Dollars covering owned, non-owned, leased, and hired vehicles and name the City of Albany as an additional insured. Contractor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand (\$100,000) Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany.

Contractor shall furnish evidence of the continuance in force of said policies by providing copies of timely declaration page(s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies which show the City of Albany as additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation.

The City's sole judgment shall control as to the sufficiency of the coverage.

8. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of O.C.G.A § 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A §13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. Complete and submit a copy of the form, applicable to your company, and applicable Subcontractor Affidavits, with your bid.
9. **Preservation of Property:** The contractor shall carry out their work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at their own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the

work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.

10. **Superintendent:** The contractor shall have a superintendent or representative on the site at all times while work is being performed. They will represent the contractor and all communications given to them shall be binding as if given to the contractor.
11. Contractor must make payment arrangements with the Dougherty County Landfill, 229-430-3044, or Maple Hill Landfill, 229-903-8916, prior to disposal. Checks, credit/debit cards, and cash are acceptable methods of payment. Any other arrangements must be approved by Landfill Management prior to disposal.
12. Contractor is responsible for cleaning all of the debris from the demolition site, and all other debris located on the premises, from lot line to lot line. **Contractor is also responsible for removing all trees deemed hazardous to public safety and/or dead from lot line to lot line. The Contractor shall grind the tree stump 6" below grade.**
13. **Permits and Fees:** Within five (5) calendar days following issuance of the Notice to Proceed, the contractor shall apply for demolition permit(s). Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The Demolition permit(s) must be obtained from Albany/Dougherty County Code Enforcement Department. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate before any work can commence. The contractor as well as any and all subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration **prior** to award of contract. This documentation should be on file in the Procurement Office prior to start of any work associated with this contract. **The contractor is required to contact the Project Manager, Scott Tennison at 229-438-3913 or 229-407-0934, within five (5) days of completion of each job for a final inspection.**
14. **Bid Bond:** Each bid shall be accompanied by a certified check, cashier's check, cash, or bid bond (surety) acceptable to the Owner, in an amount equal to at least five (5%) percent of the bid, payable without condition to the Owner as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the bid and other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The bid bond must be presented in its original form. Copies are not acceptable.
15. **Performance Bond and Labor and Material Payment Bond:** The successful bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred (100%) percent of the contract amount and a Labor and Material Payment Bond equal to one hundred (100%) percent of the contract amount; said bonds shall be secured from a surety company satisfactory to the Owner.
16. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that they are, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents. Bidder further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that they are competent, knowledgeable and have special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to adequately

and safely perform the construction work with respect to such hazards. **Suitable evidence of the successful bidder's experience, to include references, may be submitted with bid.**

17. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the Contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
18. **Termination for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
19. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
20. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).
21. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).
22. **Debarred Bidders Certification:** An executed copy of this form should accompany your bid. (See attached).
23. **Drug Free Workplace:** An executed copy of this form should accompany your bid. (See attached).
24. **Barricades and Warnings:** The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient number of watchmen to direct traffic, and take all necessary precautions for the protection of the work and safety of the public. Barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.
25. **Removal of Trash and Rubbish:** The contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily.

26. **Bid Submittals (All items listed below must be submitted with bid)**

- A. Bid Form
- B. Checklist for Demolition (See attached)

The following items should be submitted with bid:

- C. Governing Law & Venue Form (See Attached)
- D. Certificate of Non-Collusion Form (See Attached)
- E. Debarred Bidders Certification (See Attached)
- F. Drug Free Workplace (See Attached)
- G. Indemnification Agreement (See Attached)
- H. Corporate Seal
- I. Secretary of State's Certificate of Incorporation
- J. Listing of the principals of Corporation
- K. Affidavit to Comply with OCGA § 13-10-91 (for corporations or sole proprietorship, whichever is applicable to your company, and subcontractor affidavits, if applicable)

27. List of addresses: This is a single project.

1709 E. Broad Ave. (Main Structure)

1709 E. Broad Ave. (Trailer – Lot #1,2,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,21,23)

1709 E. Broad Ave. (Accessory Building – Lot #3)

28. The Owner reserves the right of first refusal for any and all items scheduled for demolition / removal.

29. No bid may be withdrawn for a period of **sixty (60)** days from the bid opening date.

30. **Compliance:** The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.

31. **Local Preference:** City of Albany ordinance #13-115 provides for a five percent (5%) Local Preference. No preference will be available where the supplier/vendor fails to make such a written request. Per City of Albany ordinance #13-115, a local vendor/supplier is defined as one that:

- 1) Maintains and has maintained an office and place of business physically located (post office boxes will not be used for the purpose of establishing physical address) within Dougherty County with at least two (2) full time employees working at or out of said office and business location for a period of at least ninety (90) days prior to bid opening/proposal closing; and
- 2) Holds a current City of Albany or Dougherty County Occupational Tax Certificate; and
- 3) Said Vendor/Supplier's ad valorem taxes on real and personal property in Albany/Dougherty County are not delinquent.

32. For additional information, contact Kimberly M. Allen, Buyer, at (229) 431-3211.

Specifications
Demolition of Structures

A. General: These specifications include requirements for Demolition of properties throughout the City as set forth on the Bid Form contained herein.

B. Demolition:

1. The structure(s) shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718 of the Code as attached "A", p. 16, and these specifications.
2. A primary inspection, in accordance with Appendix D pages 717-718 of the Southern Building Code, will be conducted by the Planning & Development Services Department prior to release to the Project Manager.

The Project Manager will perform a secondary inspection for compliance with these specifications prior to release of final payment.

3. No demolition will start until Notice to Proceed has been issued by the Owner to the contractor and contractor has secured all necessary permits. Unless an alternate prior agreement on completion time is approved, the contractor will have thirty days to complete work following receipt of permits.

Notice to Proceed will not be issued for demolition until the Owner has final clearance that the structure is clean of all hazardous materials, i.e. Asbestos.

4. Demolition Equipment: The contractor shall provide all necessary equipment in a safe and good operating condition. Any equipment found to be unsafe and causes a danger to the work or workers will not be used on the site. All equipment used shall be compliant with OSHA regulations.
5. Trees, shrubs, plants and/or greenery are to remain, where practicable in order to present a greenbelt appearance and to preserve and maintain an environmental balance. There will need to be controlled ingress and egress and material put down to protect the tree root zones and also temporary fencing to control where equipment can travel on the site, protect the tree trunks and to also keep people out of the construction zone. When roots are encountered and removal is necessary they should be cleanly cut and not just torn or broken off when removed. If there are any questionable, items please contact the Code Enforcement Department at 229-438-3913.
6. All boulders, stumps, large roots and other undesirable objects shall be removed.
7. All manmade improvements to the site shall be removed. This includes mailboxes, driveways, foundations, footings, and piping (cut off and plugged at property line boundary at or below ground level to alleviate any above ground hazard).
8. The contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which may include the addition of fill (soil), and over-seed the site with approved grasses (see attachment "B", p. 17).
9. The disconnection of all permanent utilities is the responsibility of the contractor. This contractor is responsible for contacting the various departments to coordinate all work as it relates to water, gas, electrical and sewer disconnects.

- A. All water, gas and electrical work shall be coordinated and under the direction of the City of Albany Utility Department at 229-883-8330.
 - B. The sewer service shall be removed to the property line. Sewer taps shall be located and capped prior to the structure demolition. This contractor will coordinate all sewer work through the City of Albany Sewer Division at 229-883-6950. Backfilling of the excavated sewer line will not be accomplished until the City of Albany Sewer Division has inspected the cap and referenced location.
 - C. It is this contractor's responsibility to call the buried locator service at 1-800-282-7411 before excavation work can begin to locate all existing utilities.
 - D. This contractor must have a fully executed Contractor's Agreement for Demolition (see attachment "C", p. 18) and Demolition permits on file in the Building Inspection Department for each property listed on the Bid Form respectively, before any demolition work can commence.
 - E. Contractor will be responsible for Re-Inspection Fees, which shall be applied if more than two (2) final inspections are requested. Fees are \$50.00 for the third inspection and \$25.00 for each additional inspection
10. Contractor must follow all regulations for erosion and sediment control contained in the Field Manual for Erosion and Sediment Control in Georgia. This manual can be found at <http://gaswcc.georgia.gov/portal/site/SWCC/>.

COMPLETE AND SUBMIT

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

The Contractor submitting this certification and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

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

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY (“ALBANY”), a municipal corporation, by _____.

WHEREAS, _____ has submitted a bid to ALBANY so as to provide _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to _____.

_____ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of _____, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY’s sole negligence or willful misconduct of ALBANY. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2019.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

COMPLETE AND SUBMIT

**DEMOLITION OF STRUCTURES
CODE ENFORCEMENT DEPARTMENT**

CHECKLIST FOR DEMOLITION

The following items must be completed in full before any invoices will be paid:

1. Contractor is to provide proof to Code Enforcement that all utilities have been capped or disconnected.
2. Contractor is to provide proof of permit to Code Enforcement.
3. The entire foundation is to be removed in full; this includes all block and concrete.
4. All debris is to be removed from properties.
5. These sites may require additional fill dirt to be brought in during the final grading (final grading means no lumps, hill, or valleys on property when complete). All lots should have positive drainage and hold no water.
6. All landfill charges must be paid before contractor receives a check and proof provided by Landfill, unless Landfill provides documentation to Code Enforcement stating otherwise.
7. Lots must be seeded entirely and then straw placed over seeded area.
8. Copies of all dump tickets are to be turned in to Code Enforcement.

I, _____, understand the above items are to be completed
(Contractor)
in full before a payment is released.

Authorized Signature

Date

If there are any questions in regards to this, please feel free to contact Scott Tennison at 229-438-3913.

APPENDIX D STANDARDS FOR DEMOLITION

D101 PURPOSE AND SCOPE

The standards set forth in this appendix shall apply to the demolition of buildings or structures for which a permit is required under 104 of this code.

D102 DEFINITION

DEMOLITION – the act of razing, dismantling, or removal of a building or structure, or portion thereof to the ground level.

D103 TIME LIMIT

Notwithstanding the provision of 104.6 the building official may impose a time limit as an additional condition of a permit for completion of demolition work once such work shall have commenced, provided that for cause one or more extensions of time, for periods not exceeding thirty days each, may be allowed in writing by the building official.

D104 STANDARDS

D104.1 Demolition work having commenced shall be pursued diligently and without unreasonable interruption with due regard to safety. It is the intent of this section to limit the existence of an unsafe condition or nuisance on the premises during the period of demolition operations.

D104.2 Any surface holes or irregularities, wells, septic tanks, basements, cellars, sidewalk vaults, or coal chutes remaining after demolition of any building or structure shall be filled with material as approved by the building official, and shall be graded in such manner that will provide effective surface drainage.

D104.3 All debris and accumulation of material resulting from demolition of any building or structure shall be removed from the premises.

D104.4 All building sewers shall be effectively plugged with concrete at the property line, or as may be required by the building official.

D104.5 Except where there is adequate space, or approval has been granted by the building official, the demolition of a multistory building by other than explosive means shall proceed with the complete removal of one story at a time. In the demolition of any building other than by explosive means, story after story shall be removed and shall be properly wet to alleviate any dust.

D104.6 No wall, chimney or other construction shall be allowed to fall in mass on an upper floor. Bulky material, such as beams and columns, shall be lowered and not allowed to fall. When any building over one story in height is demolished, precautions for protecting the public shall be taken as prescribed in Chapter 33.

D105 INSPECTIONS

In lieu of the inspections required by 105.6, the building official shall make the following inspections upon notification from the permit holder or his agent:

1. Initial Inspection: To be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or remain after demolition operations.
2. Final Inspections: To be made after all demolition work is complete.

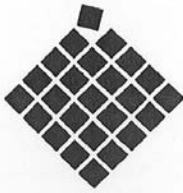
Seeding Rates for Lawn Grasses in Georgia

Grass	Seeding Rate (lbs/1000 sq. ft.)	When to Plant
Annual Ryegrass	5-10	December - January
Common Bermuda	1-2 (hulled) 3-5 (unhulled)	April - October November - March

Seed labeled in accordance with U.S. Department of Agriculture rules and regulations under Federal Seed Act shall be furnished. Seed shall be furnished in sealed standard containers unless written exemption is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable.

Distribute seed uniformly. Rake and roll the seeded area lightly to firm the soil then place a mulch of clean pine straw (or hay) over the soil to prevent erosion.

Contractor must follow all regulations for erosion and sediment control contained in the Field Manual for Erosion and Sediment Control in Georgia. This manual can be found at <http://gaswcc.georgia.gov/portal/site/SWCC/>.



PLANNING & DEVELOPMENT SERVICES

Serving the Citizens of Albany and Dougherty County

240 PINE AVENUE / P. O. BOX 447 ALBANY, GEORGIA 31702-0447

PHONE: 229-438-3900 FAX: 229-438-3965 OR 229-434-2687

CONTRACTOR'S AGREEMENT

SAMPLE

- | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> CITY | <input type="checkbox"/> COUNTY | <input type="checkbox"/> DEMOLITION |
| <input type="checkbox"/> RESIDENTIAL | <input type="checkbox"/> COMMERCIAL | <input type="checkbox"/> HOUSE MOVE |
| <input type="checkbox"/> CHARGE | <input type="checkbox"/> NO CHARGE | APPROVING INITIALS: _____ |

Date Agreement Issued: _____

Location of Project: _____

Details of Project: _____

A. I, _____ of _____, understand that before issuance of a Demolition or House-moving permit, it is my responsibility to:

- 1) Have all utility services removed from said building and premises, (to include all electrical lines, gas, and water pipes). This can be arranged by calling the Water, Gas and Light Commission office at (229) 883-8330, and by calling the Utility Protection Center in Atlanta, Georgia at 1-800- 282-7411 for the removal of gas lines, (in compliance with Ordinance 87-210, Pipe Line Regulations).

_____ Date
Water, Gas & Light Approval

- 2) Locate and cap the sewer line at the nearest property line and to notify the Engineering Department at (229) 883-6955, to have said sewer tap referenced. Said hole shall then be filled with dirt.

_____ Date
Engineering Department Approval

Upon completion of the above (with signatures from each department) said permit will be issued to a licensed demolition or general contractor. Call 229-431-2118 for licensing information if necessary.

B. After issuance of demolition or house moving permits, the following must be completed before release from this office:

- 1) Remove all trash, debris, and building materials resulting from said demolition or house move so that no parts of the building materials on the premises are above ground level.
- 2) Said demolition or house move shall be accomplished and completed within thirty (30) days after issuance of permit. The Development Services Senior Manager may allow a thirty (30) day extension of time (time extensions should be requested in writing).
- 3) Contact the Code Enforcement Office @ (229) 438-3913 for a final inspection of residential removals, or Planning & Development Services @ (229) 438-3904 for a final inspection of commercial removals.

Contractor's Signature Phone Number Date

Rev. 5/06

**CONTRACT
DEMOLITION OF STRUCTURES
Bid Ref. #20-005**

THIS AGREEMENT, made as of the _____ day of _____ 20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay and the Contractor shall receive the **LUMP SUM** stipulated in the Bid for **Demolition of Structures** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump sum of \$ _____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate this ____ day of _____, 20__.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

(Title)

(Contractor)

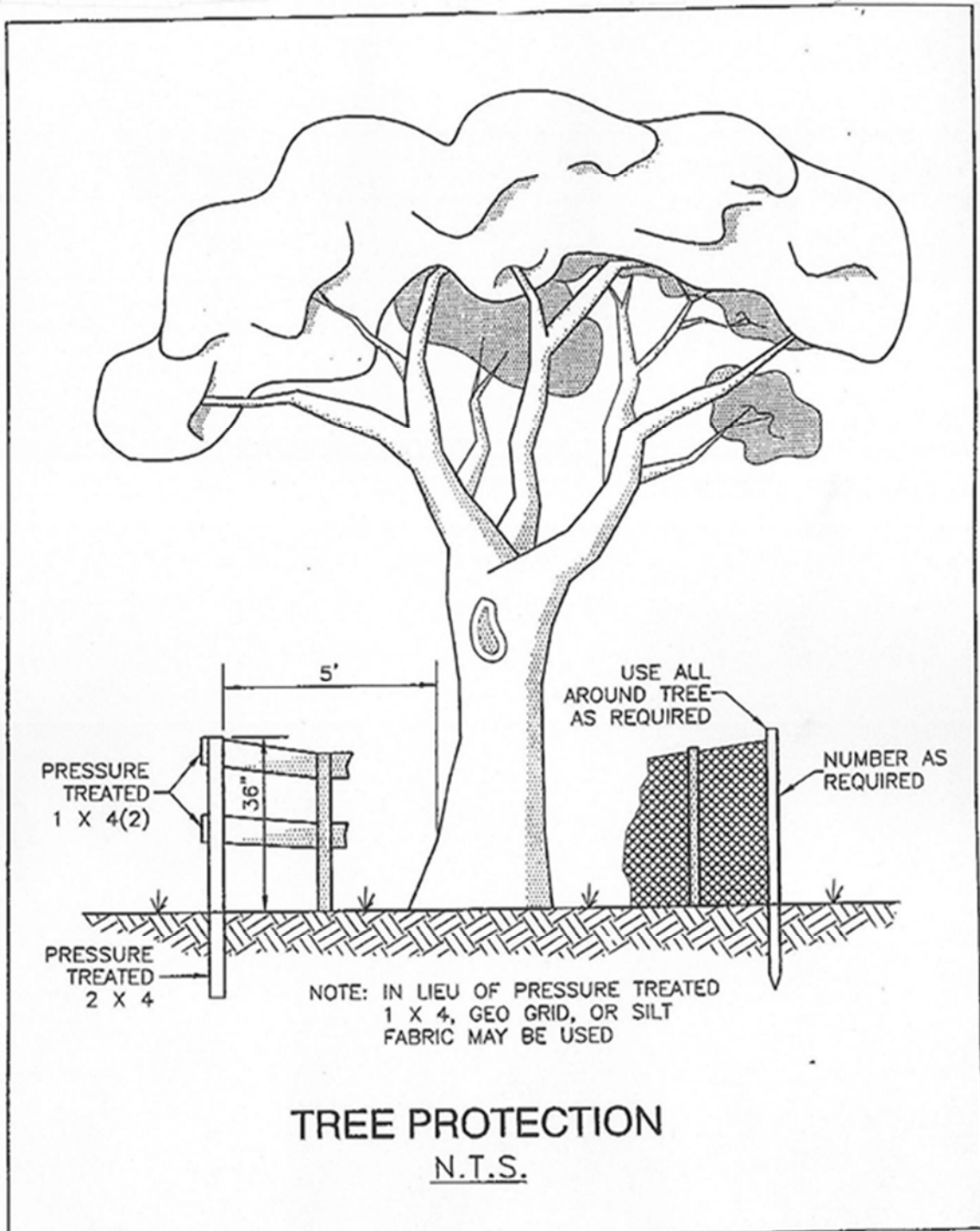
By: _____

(Title)

(SEAL)

(Witness)

(Witness)



	<p>(TP1) TREE PROTECTION</p>	<p>DETAIL NO: 6038 DATE: 04/14/99</p>
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