



25-700 Demolition of Unsafe Buildings – Group 1

BID NUMBER	ADDRESS	TAX MAP	PARCEL	COMMISSION DISTRICT
25-701	1604 Ramsey St	058	058-2-169-00-0	1
25-702	1070 Daniel St	059	059-3-558-00-0	2
25-703	2031 Joseph St	058	058-4-333-00-0	2
25-704	2049 Clark St	027	027-3-040-00-0	1
25-705	2438 Southgate Dr	086	086-3-100-00-0	2
25-706	1132 Wrightsboro Rd	059	059-1-532-00-0	1
25-707	1242 Hernlen St	058	058-4-319-00-0	2
25-708	1019 Ninth Ave	072	072-2-511-00-0	2
25-709	1117 Maxwell St	059	059-1-568-00-0	2
25-710	2636 Royal St	033	033-2-205-00-0	1
25-711	1736 Twelfth St	059	059-3-436-00-0	2
25-712	2146 Reedale Ave	109	109-4-079-00-0	5
25-713	1638 Douglas St	058	058-4-061-00-0	1
25-714	1642 Emory St	058	058-4-201-00-0	1
25-715	1544 Chestnut St	059	059-3-050-00-0	2
25-716	2128 Hillsinger Rd	056	056-4-107-00-0	2
25-717	3228 Milledgeville Rd	069	069-4-073-00-0	5
25-718	2005 Shirley Ave	072	072-1-003-00-0	1
25-719	1671 Emory	058	058-3-081-00-0	1
25-720	2437 Danville St	099	099-1-153-00-0	2
25-721	1382 Clark Rd	301	301-0-005-00-0	8

Bid Invitation for the following Properties:

For Augusta, Georgia – Engineering and Environmental Services Department

Local Vendor Preference Applies

Bid Due: Thursday, March 6, 2025 @ 1:00 P.M.

Thanks for doing business with us
Darrell White, Interim Procurement Director
 535 Telfair Street, Room 605
 Augusta, Georgia 30901

PROCUREMENT DEPARTMENT BIDS AND CONTRACTS ELECTRONIC BID OPENING INFORMATION

Darrell White, Interim Director of Procurement

The Augusta, Georgia Procurement Department conducts Public Bid Openings to award quality contracts for Augusta. Bidders may participate in our Public Bid Openings via webcast or teleconference by following the instructions outlined below.

NOTE: PRIOR TO ZOOM BID OPENING - If your company is submitting a Bid, please note, ALL Sealed Bids **MUST** be received by the Augusta, Georgia Procurement Department, 535 Telfair Street, Suite 605, Augusta, Georgia 30901 **NOT LATER THAN 1:00 p.m. March 6, 2025.**

ELECTRONIC BID INSTRUCTIONS

Join from a PC, Mac, iPad, iPhone or Android device

Thursday, March 6, 2025 @ 1:00 p.m.

Opening – Demolition of Unsafe Buildings Program

GROUP 1 - Bid #25-701 - #25-721

for Augusta, GA

Engineering and Environmental Services Department

ZOOM Opening:



1. Click this URL to start or join Zoom:
2. <https://augustaga-gov.zoom.us/j/85393953712?pwd=Qit0LOVPVFIRUXhlaGNWVng0bWc1Zz09>
3. Or, go to <https://zoom.us/join> and enter meeting ID: **836-4290-1667**
4. Password: **622309**

For Assistance: Please contact Doreen Holmes at (706) 821-2424



Sealed bids will be received by Augusta, Georgia Procurement Department, 535 Telfair Street, Suite 605, Augusta, Georgia 30901 until **1:00 p.m., March 6, 2025**, for work required to demolish structures within Augusta, Georgia, in accordance with Bid Documents, Specifications. The addresses listed in this bid are court-ordered demolitions. The property addresses Below are listed by “Bid Number(s)”.

BID NUMBER	ADDRESS	TAX MAP	PARCEL	COMMISSION DISTRICT
25-701	1604 Ramsey St	058	058-2-169-00-0	1
25-702	1070 Daniel St	059	059-3-558-00-0	2
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25-718	2005 Shirley Ave	072	072-1-003-00-0	1
25-719	1671 Emory	058	058-3-081-00-0	1
25-720	2437 Danville St	099	099-1-153-00-0	2
25-721	1382 Clark Rd	301	301-0-005-00-0	8

The addresses listed above are listed as individual projects. Contractor can bid on one, any combination, or all projects. These demolition projects will be awarded by line item for all specified work and will be awarded to the responsive and responsible bidder in the manner that best benefits Augusta.

Augusta, Georgia is responsible for all disposal fees for the projects listed above. Tipping disposal tickets will be provided to the successful vendor(s) by project.

Augusta, Georgia strongly encourages participation of Local Business firms

All contractors should read the attached specifications thoroughly to gain a clear understanding of all requirements under this bid. When making a quote, vendors should include all costs referred to under each section including demolition permit fees, city license fees, rental costs of equipment, and any other costs incurred when performing demolition services. All salvage materials resulting from work under this contract and located within specified areas will become the property of the Contractor.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project. Bid documents are available in the Procurement Department, www.augustaga.gov. For additional information, contact Doreen Holmes at (706) 821-2422.



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 Augusta use.
 - (f) The ability of bidder to provide future maintenance.
2. Payment terms are Net 30 unless otherwise specified.
3. All requested information should be included in bid envelope. All desired information must be **signed** and included for your bid to receive full consideration. **Failure to submit any required form will be cause for bid to be rejected as non-responsive.**
4. All firms responding are cautioned to read this bid carefully for understanding and request clarification from Augusta on any questions pertaining to this bid. **All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department not later than five (5) days prior to bid due date.**
5. Each bid must be submitted in a sealed envelope and must be plainly marked on the outside as "Written Bid Demolition of Unsafe Buildings" to include the individual bid numbers.
6. Bid must be received and stamped by the Procurement Office before time stipulated in bid documents. No responsibility will attach to any Augusta employee for premature opening of bid not properly addressed or identified.
7. If only one bid is received, the bid may be rejected and/or re-advertised.
8. Bids received late will not be accepted, and Augusta will not be responsible for late mail delivery.
9. 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).
10. Prospective bidders are responsible for examining the location of the proposed work and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
11. A purchase order **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears with Augusta or who has failed in any former contract with Augusta 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.
12. Unless otherwise specified Augusta reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of Augusta.
13. Augusta reserves the right to waive any minor discrepancies, reject any or all bids.
14. Failure of the bidder to sign the bid 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 must be written in ink.
15. 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.



16. It is mutually understood and agreed that if any time Augusta, Georgia 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 purchase order, or is executing the same in bad faith, Augusta, Georgia 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. If after three working days of notification the conditions are not corrected to the satisfaction of Augusta Georgia, 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 Augusta, Georgia out of such monies as may become due to the said contractor, under and by virtue of the purchase order.
17. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made in writing prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
18. Purchase Orders may be cancelled by Augusta, Georgia with or without cause. An invitation for bids/quotes, a request for proposals, or other solicitation may be canceled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of Augusta, Georgia. The reasons thereof shall be made part of the contract file.
19. **All bidders must provide their Business License Number and E-Verify Number. Georgia Law: ALL CONTRACTS OVER \$2,499.99 MUST HAVE AN E-VERIFY NUMBER REGARDLESS OF NUMBER OF EMPLOYEES.**
20. Local bidder (domiciled in Richmond County 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 reciprocity ordinance in 2009 (amended in 2011). Where applicable, this ordinance will govern.**
21. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and business license 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 an Augusta Business License.
22. The successful bidder will be responsible for complying with all applicable state and federal (OSHA) laws governing asbestos materials removal and disposal. The contractor removing and disposing of the asbestos will be state certified in removing and disposing of the material. The contractor/subcontractor that removes the asbestos materials must be licensed by the State of Georgia for asbestos/hazardous waste abatement.
23. Retainage: Augusta, Georgia has the right to retain 10% in accordance with its procurement code.

Sec. 1-10-106. Retainage.

- (a) *Maximum amount to be withheld.* In any contract or subcontract for construction which provides for progress payments in installments based upon an estimated percentage of completion with a percentage of the contract's proceeds to be retained by Augusta, Georgia pending completion of the contract or subcontract, the retained amount of each progress payment or installment shall be no more than ten (10) percent). The retainage may be reduced to five (5) percent after fifty (50) percent of the work is complete if Augusta, Georgia desires.
- (b) *When used.* Retainage may be applied to any construction contract, regardless of the dollar amount and its use shall be set forth in the invitation for bids or proposals.
- (c) *Release of retainage.* Funds held by Augusta, Georgia as retainage under the contract shall be released upon completion and acceptance of work except as described in the contract.
- (d) *No interest on retainage.* No interest shall be due to any contractor on any sum held as retainage pursuant to any construction contract.

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SECTION I: INTRODUCTION

The services required consist of Demolition and Hazardous/Regulated Materials Abatement activities for residential structures within Augusta, Georgia as directed by the Engineering and Environmental Services Department. The following protocol for demolition and abatement seeks to efficiently eliminate vacant, blighted, and hazardous structures in Augusta, while protecting the health and safety of community residents, workers, and natural resources. The purpose of this work is to physically improve neighborhoods and quality of life for the people of Augusta.

All Demolition Projects are to be conducted with the following specifications and performance requirements. Augusta will identify structures for demolition and inspect the property for Hazardous/Regulated Material. Complete Hazardous/Regulated Materials Surveys will be assembled and provided to Contractors as part of the bid. Emergency demolition activities will be identified on an individual or as needed basis.

Detailed Specifications:

All contractors should read the attached specifications thoroughly to gain a clear understanding of all requirements under this bid. When making a quote, contractors should include all costs referred to under each section including demolition permit fees, city license fees, rental costs of equipment, and any other costs incurred when performing demolition services. All salvage materials resulting from work under this contract and located within specified areas will become the property of the Contractor.

Bid Proposal:

Complete the attached Bid Proposal Form and submit to: **The Augusta Procurement Department, 535 Telfair Street, Suite 605 Augusta, Georgia 30901.** Each bid must be submitted in a sealed envelope and must be plainly marked on the outside as "Written Bid Demolition of Unsafe Buildings" to include the individual bid numbers **(Bid #25-701-25-721)** and indicate your business name on the outside of the envelope. All bids must be received on or before **1:00 pm, March 6, 2025.** Please use the enclosed Bid Sheet.

Asbestos Identification:

For each structure, the ESD will provide the bidder with an asbestos assessment survey conducted in accordance with EPA regulations. The successful bidder will be responsible for the abatement of all asbestos materials on the structure, including but not limited to the asbestos identified in the assessment survey. At least ten calendar days prior to work commencing on the project, the successful bidder will be responsible for paying the "project fee" and "properly notifying" the Director of the Environmental Protection Division of the Department of Natural Resources of the State of Georgia of the demolition activities. ***The successful bidder will be responsible for complying with all applicable state and federal (OSHA) laws governing asbestos materials removal and disposal.*** The contractor removing and disposing of the asbestos must be **State of Georgia** certified in removing and disposing of the material. Under no circumstances shall asbestos or other hazardous waste removal be undertaken by a non-certified contractor. **(Contractor will be responsible for submitting project notification form and project fee to: EPD – Asbestos Fees, PO Box 101173, Atlanta, Georgia 30392).** ***(The contractor shall forward to ESD a copy of EPD's reply to the project notification form before demolition of the structure can take place.)***

By signing the attached bid document, the contractor is representing that he is aware of all the provisions of these and other applicable laws. He also acknowledges responsibility for any damage or expense that may result during the execution of the contract. Additionally, due to the age of the structure, the contractor is notified of the potential of exposure to lead from the coatings. Contractor is notified to comply with 29 CFR 1926.62 and the GA Solid Waste Regulations in addition to the above.

If the Contractor refuses or fails to perform the work with such diligence to ensure its completion within the time specified in these contract documents, Augusta, by written notice to the Contractors, may terminate the Contractor's right to proceed with the work. Upon such termination **Augusta may take over the work and prosecute the same to completion, by the contract or otherwise, and the Contractor and his sureties shall be liable to Augusta for any additional cost incurred by Augusta in its completion of the work, and the Contractor shall also be liable to Augusta for liquidated damages for any delay in the completion of the work in the amount of ONE-HUNDRED DOLLARS (\$100.00) per day.**

Special Conditions:

The successful bidder may not subcontract any part of the work covered by this contract without prior written approval of the Engineering and Environmental Services Department Director. The contractor/subcontractor that removes the asbestos materials must be licensed by the **State of Georgia** for asbestos/hazardous waste abatement.

Augusta reserves the right to cancel any purchase order/contract if and when it feels services rendered are unsatisfactory. Augusta shall be the sole judge in this matter.

Basis of Award:

These demolition projects will be awarded by line item and who meets or exceeds all specifications herein.

Unless otherwise specified Augusta reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of Augusta, Georgia.

Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprise (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code).

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011, Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

Augusta reserves the right to revise these protocols over time to maximize efficiency and minimize demolition-associated hazards. Contractors are responsible for understanding and executing the specifications referenced herein.

SECTION II: TIMELINE

A. Standard Demolition

1. Begin work within twenty (20) calendar days after receiving a notice to proceed from Augusta. It is the Contractors responsibility to notify Augusta or its authorized representative within 24 hours if the site is not accessible.
2. Complete excavation and loading of debris within 48 hours after knockdown.
3. Backfill open holes within 48 hours after Open Hole Inspection.
4. Complete all demolition activities including clean-up and site finishing within 45 calendar days.

B. Ordered/Emergency Demolition

1. Must begin work within 24 hours of receipt of Notice to Proceed from Augusta.
2. Complete excavation and loading of debris within 48 hours of knockdown.
3. Complete backfill within 48 hours after Open Hole Inspection.
4. Complete all demolition activities including clean-up and site finishing within 7 calendar days.

If unforeseen circumstances arise or work must be performed outside of the Contractors usual workweek, modifications to schedules may be requested and written approval must be received in writing from Augusta or its authorized representative.

SECTION III: PRE-DEMOLITION WORK

Prior to any work being performed, all of the following items must be completed by the contractor:

- A. The Contractor shall have received a notice to proceed from Augusta, indicating the property to be demolished and the awarded value of the work.
- B. The contractor shall procure a demolition permit from the Augusta Planning and Development Department.
 1. The Planning and Development Department can be reached at (706) 312-5050
 2. The demolition permit shall be posted at the property in a prominent place.
 3. An electronic copy of the permit shall be e-mailed to demolition@augustaga.gov.
- C. The Contractor shall identify any sub-contractors to be used for the project.
 1. All sub-contractors shall be approved by Augusta before work begins.
 2. The sub-contractor(s) information shall be provided to Augusta at the pre-demolition meeting.
- D. The Contractor shall properly notify the Georgia Environmental Protection Division of its intent to demolish the structure.
 1. The Contractor shall gain any required state permits and wait any applicable waiting period.
- E. **The Contractor shall provide written proof of general liability insurance and a standard workmen's compensation policy prior to the commencement of work.** The Contractor shall present a copy of its insurance certificate to the Engineering and Environmental Services Department. Contractor shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify City against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any product defect, or negligent error, act, or omission of the Contractor in performance of the work during the term of this Agreement. Contractor

shall provide, at all times that this Agreement is in effect, insurance with limits of not less than \$500,000.

The Contractor shall provide written proof of general liability insurance and a standard workmen's compensation policy.

1. The amount of liability insurance required under this contract is \$500,000.
 2. **If an authorized subcontractor is used, the primary vendor must show the subcontractor as additionally insured.**
- F. The Contractor will arrange for disconnection of all utility service connections. Contractor will verify that all disconnections have taken place.
1. This includes but is not limited to water, gas, electricity, and telephone connected to the structure or structures to be demolished.
 2. Utility disconnects will be in accordance with the regulations of Augusta and the utility company concerned.
 3. The Contractor will preserve in operating condition all active utilities traversing the areas where demolition and removal work is done, project manholes, catch basins, valve boxes, poles, and other appurtenances.
 4. The contractor shall repair all damage to any such utility due to demolition work, to the satisfaction of Augusta or utility companies and at no additional cost to Augusta.
- G. The Contractor shall locate and mark the real property corners of the property parcel where the demolition will take place.
- H. The contractor shall take pre-condition photos of the property.
1. Photos should include structure(s) to be demolished, sidewalks, drive approach, neighboring residences and/or structures, specimen trees to be saved, and all surrounding areas.
 2. Photos are to document existing site conditions.
 3. Photos shall be labeled with the address of the property to be demolished.
 4. Photos shall be transferred to ESD on a USB thumb/flash drive at the pre-demolition site meeting
- I. The Contractor shall schedule a pre-demolition site meeting with the ESD representative.
1. During this meeting site specific issues will be discussed, and a firm start date for the project will be established.
 2. The ESD representative will also verify the items listed in Items A-H, above.
- J. The Contractor shall designate a project manager or designated representative who will serve as the Contractor's contact person and has final authority for the Contractor on all matters related to the work.
1. Contact information for this person will be provided at or before the Pre-Demolition Meeting.
- K. The Contractor shall understand that;
1. Augusta or its Authorized Representative may monitor the site during all phases of demolition and backfilling and to ensure that all enumerated demolition protocols are followed.
 2. While engaged in field operations, Contractor and authorized Subcontractors represent Augusta and are required to always maintain a professional and friendly demeanor when interacting with the public.

When approached by a citizen, Contractor's staff shall make every effort to factually answer any question or address any concern in a professional and courteous manner. If staff does not know the answer to a question, they are to politely refer the party to the 311 Call Center for assistance. If the concerned individual is not satisfied with the Contractor's factual reply, they are also to be referred to the 311 Call Center for further assistance.

SECTION IV: SITE PREPARATION

Part 1: Safety

- A. Demolition shall be executed in an orderly and careful manner and shall not involve undue hazards to the general public or unnecessary risks to workers.
- B. During the course of all work on the site, all Contractors and authorized Subcontractors must wear appropriate safety equipment including hard hats and high visibility clothing or vests.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent properties. Ensure safe passage of people around demolition area and minimize exposure to dust and flying debris. The contractor shall adhere to the Manual for Uniform Traffic Control Devices for all vehicular and pedestrian detours around their construction zone.
 - 1. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. When required, fences and barriers should be a minimum of four feet high.
 - 2. The barricades shall extend no further than four feet from the inside of the street curb.
 - 3. In cases where scaffolding or other physical barricade is constructed due to proximity of demolition to nearby structures or pedestrians, utilize tarps, canopies, or other physical barrier to limit the spread of dust.
 - 4. There shall be no storage of debris or equipment on the street at any time.
 - 5. Do not close or obstruct streets or walks without permission from Augusta.
- D. The Contractor shall perform all work in a manner to ensure maintenance of fences, warning signs, lights and danger signals intended for the protection of life and property, along all adjacent streets and walks. Signs must be posted during all phases of demolition to prevent trespassing.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near adjacent properties.
- F. Must comply with Federal, State and local laws and rules related work performed to include OSHA.

Part 2: Utilities and Existing Site Improvements

- A. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and/or capping of utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to the start of demolition.
- B. The Contractor will meet with representatives of the utility companies and applicable inspectors prior to beginning work.
 - 1. This meeting is to review work site operations so that demolition will not have an adverse impact on existing systems, property, or persons.
 - 2. Augusta or its Authorized Representative shall resolve any question regarding the necessity of the meeting.
- C. Any accidental damage or break of any live utility lines will be the Contractor's responsibility. The contractor is responsible to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's expense.
- D. The Contractor shall protect all structures, conduits, wires, pipes, sewers and drains that are to remain in place from damage.
- E. Any existing surface drainage or drainage structures and improvements will not be obstructed or impaired in any manner.

- F. Contractors shall make all efforts to protect sidewalks from damage. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project unless otherwise specified by Augusta.
- G. The Contractor shall protect any items designated to remain as to ensure that no damage occurs to such items.
- H. Trees (6 inch in diameter or greater) will not be disturbed by the Contractor unless disturbance or removal is absolutely necessary to demolish the structure.
 - 1. Questions regarding trees can be addressed during the Pre-Demolition Meeting and will be resolved by Augusta or Authorized Representative.
 - 2. All trees (diameter of 6" or greater) located more than ten feet from the structure to be demolished shall be protected.
 - 3. Do not stockpile heavy materials or heavy equipment within drip line of remaining trees whenever possible.
 - 4. If such trees are damaged, the contractor shall replace damaged tree as directed by Augusta.

SECTION V: HAZARDOUS AND REGULATED MATERIALS

- A. A copy of the site-specific Hazardous/Regulated Materials Survey and summary of the identified materials will be supplied by Augusta at the time the Contractor is authorized to begin work on the site or at the time of the bid.
 - 1. The Survey will comply with NESHAP standard subpart M, Sec 61.145 (a) documenting the thorough inspection of the property for the presence of Asbestos Containing Materials (ACM), including Category I and Category II non-friable ACM, and other Hazardous/Regulated Materials.
 - 2. The survey will list (at a minimum) the type of each material/waste present, the location within the property, the quantity of each material, and recommendations for specific disposal protocol (if applicable).
- B. In addition to Regulated Asbestos Containing Material (RACM), Hazardous/Regulated Materials identified in the Survey, those that are present in excess of typical household quantities, and those that pose hazard for explosion or combustion the contractor shall remove for proper disposal prior to demolition.
 - 1. According to these standards, the following Hazardous/Regulated Materials shall be removed and disposed of, including, but not limited to: gasoline; oil; solvents; aerosol cans; under- and above-ground storage tanks; pesticides/insecticides; unlabeled containers; PCB-containing materials; CFC-containing materials; batteries; CRTs/TV screens/monitors; exit signs; flashing molds; leaded glass; solvents; paint cans; security alarms; security systems; solid waste; fluorescent light tubes; mercury-containing equipment and other hazardous/regulated materials.
 - 2. Unless otherwise specified in the hazardous/regulated materials survey, de minimis or typical household quantities of Hazardous/Regulated Materials do not require removal prior to demolition, if Contractor can provide evidence that all demolition waste and debris will be handled as Hazardous/Regulated Material and disposed of in a State approved Subtitle D, MSW Landfill.
- C. Prior to proceeding with the authorized Work, the Contractor is encouraged to visit each site to arrive at a clear understanding of the conditions under which the work is to be done and to confirm the amount of Hazardous/Regulated Materials to be removed from the sites.
 - 1. Contractor will be held responsible to have compared the premises with the Hazardous/Regulated Materials Survey, drawings, specifications, or other provided items, and to report any discrepancies affecting the execution of the work.

2. In the event Hazardous/Regulated Materials are found to be in excess of the quantities identified in the Survey, Change Orders must be submitted to Augusta before removal.
 3. No payment adjustments shall be made without prior written authorization.
 4. Any material referenced in the report as “assumed” or other work indicating that the material is probable for having asbestos shall be treated as asbestos and shall be handled accordingly.
- D. The Contractor shall provide approved containers, vehicles, equipment, signs, placards, labels, labor, manifests, permits, and other documents necessary to carry out the removal and disposal of Regulated Asbestos Containing Materials (RACM) and other Hazardous/Regulated Materials described in the Survey.
1. Personnel shall be trained as required and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work.
 2. Provide verification that Contractor, on-site supervisors, workers, Subcontractors, and the independent testing laboratory performing Asbestos Abatement Activities are properly trained in safety procedures associated with handling Regulated Asbestos Containing Materials (RACM).

Augusta must approve the use of any asbestos abatement Subcontractors prior to start of Work. Abatement contractors shall be licensed in Georgia to perform such activities.
 3. Work associated with Hazardous/Regulated Materials shall be performed at appropriate Personal Protection Level as defined by the Occupational Safety and Health Administration (OSHA).
 4. Areas where Asbestos Abatement Activities are conducted should be appropriately restricted. The contractor shall ensure that any person having access to the work area has any required asbestos training.
 5. **Contractors are required to submit a completed, Subcontractors Affidavit. The document is required to be notarize and returned with your bid. (No Exceptions)**
- E. The Contractor shall ensure that the project notification form (Asbestos Abatement or Demolition Project Notification Form) as required by the GA EPD, is submitted at least 10 calendar days in advance of asbestos abatement activities, including payment of any applicable fees.
1. Contractor is responsible for ensuring that the form is completed correctly and as accurately as possible.
- Perform sampling and analysis for airborne concentration of asbestos fibers in accordance with 29 CFR Part 1926.1101. Collect personal air monitoring samples to represent the work activities for each shift, or a minimum of two, whichever is greater. Results of the personal samples shall be posted at the job site and made available to Augusta. The Contractor shall maintain a fiber concentration inside enclosed containment regulated work area equal to or less than 0.1 f/cc expressed as an 8-hour, Time Weighted Average (TWA) during Asbestos Abatement Activities. If fiber concentration rises above 0.1 f/cc, the Contractor will examine work procedures to determine the cause and work to implement corrective actions.
- F. Disposal of Hazardous/Regulated Materials shall be in accordance with all Federal, State, and local solid and Hazardous/Regulated Materials Material laws and regulations, including Resource Conservation and Recovery Act (RCRA).
1. The Contractor shall provide Augusta with licenses, certifications, permits, agreements, manifests, chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for the disposal of materials as may be required by Federal, State, and local regulations, to show that Hazardous/Regulated Materials of all types were properly transported, received, and disposed of in appropriate disposal facilities.
 2. All Asbestos Containing Waste Materials (ACWM) must be disposed of in a Subtitle D, MSW Landfill, and disposal receipts must be kept by the contractor.

3. All tires shall be removed and hauled to Augusta's landfill located at 4330 Deans Bridge Road for proper recycling. Tires shall not be mixed in with other demolition debris.
- G. Post-abatement (clearance) air monitoring will be the responsibility of the Contractor and may be completed by an independent third-party contractor.
- H. In case of a discrepancy between the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents, the most stringent requirement as determined by Augusta or Authorized Representative shall apply.

SECTION VI: DEMOLITION

Part 1: Execution

A. Contractor shall clear the entire parcel to include the following:

- Buildings, standing structures, subsurface structure, facilities
- Debris such as – brush, overgrown shrubbery, dead trees, vegetation
- Debris that causes unsightly appearance and fallen trees or logs from the property

With the exception of the following:

- Trees required to stay under these specifications
- Shrubs, sidewalks, curbs, and gutters
- Other items identified as staying on the property by Augusta

Any questions regarding what should or should not be removed will be discussed during the Pre-Demolition meeting.

- B. The work area is limited to the property boundaries (parcel) which the structure(s) to be demolished are located on. If additional workspace is required, Contractor will, at his/her expense, make such arrangements as necessary with adjacent property owners. Creation of a nuisance at the worksite is prohibited.
- C. Conduct demolition operations to prevent injury to community residents and workers, and damage to adjacent buildings and facilities.
 1. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 2. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation. Claw bucket excavators are required in Augusta for demolition activities.
 3. Use of explosives is not permitted.
 4. Intentional burning of wood, debris or existing structures is not permitted
 5. From the commencement of the Work until the final completion of the Work, the Contractor shall ensure that no building or structure is left in a precarious or dangerous condition that may cause direct harm to nearby residents at any time.
- D. Completely remove all subsurface structures that may be present, including basement exterior walls, basement walls, basement, foundations, footings, and slab-on-grade. Concrete, asphalt and/or gravel driveways are to be removed. Sidewalks shall remain in place.
 1. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
 2. The contractor shall only cross sidewalks that are necessary for demolition. Contractors will make all provisions to not damage existing concrete and sidewalks.
 3. No existing surfacing of streets or curbs shall be removed or damaged and all streets shall be kept open and clear of debris and litter.

- E. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, or from flooding project site and surrounding area. Protect subgrades from softening and damage by rain or water accumulation.
- F. At any time during the demolition process when an open hole and/or debris pile must be left unattended, a 4' tall perimeter safety fence shall be erected and maintained around the entire circumference of the hole and/or debris pile.
 - 1. Safety barrier shall be 4' high and shall be constructed of orange high-density polyethylene material with 1.75"x 1.75" mesh equal to Texan Guardian Warning Barrier.
 - 2. Safety fence shall be installed using pre-approved SPF kiln-dried or equal wooden stakes measuring at minimum 6'0" length, nominal 2" square width with a sharpened end.
 - 3. Safety fence stakes shall be installed in solid ground approximately three feet away from edges of the open hole and/ or debris pile and driven to a depth of 24" below grade with a minimum of 4' remaining above ground.
 - 4. Fence must be supported by a stake at each corner, with additional stakes at intervals of 20' or less on each side.
 - 5. Securely attach barrier fence to each stake using heavy-duty cable ties.
 - 6. Mend individual pieces of safety barrier fence together using cable ties at each row of mesh.
 - 7. Finished installation must yield a secure enclosure without noticeable sagging and provide a reasonable barrier to trespassing or accidental injury.
- G. Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Promptly repair damages to adjacent facilities caused by demolition operations. Any damage to surrounding buildings or property will be repaired by the Contractor at their expense.

Part 2: Dust Suppression

- A. Contractor shall use all means necessary to control dust on and near the Work, and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site.
 - 1. The Contractor should use water mist, temporary enclosures, and other suitable methods to prevent the spread of dust and dirt during all demolition activities, which include but are not limited to i and ii below.
 - i. The contractor should keep all building components Adequately Wet during all phases of demolition and debris removal to prevent the release of particulates into the air and to minimize the spread of lead-containing dust. This must include the application of water during knockdown and load-out, also referred to as "wet-wet" demolition.
 - ii. Wetting may include the use of a cherry picker or bucket lift to ensure proper wetting of higher elevation surfaces prior to and during demolition and/or in cases when the structure is unsafe to enter prior to demolition. Water must be applied directly to the point of impact to maximize dust control.
- B. Contractors are responsible for procurement of consistent water source such as a hydrant permit or water trucks for duration of demolition activities. Upon completion of the work, all temporary water lines installed by the Contractor shall be removed by the Contractor.
- C. Direct water, use misting nozzles, and utilize erosion control measures to prevent displacement of soils, discharge of soil-bearing water runoff, or settled airborne dust onto adjacent properties, drives and walkways. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution when using water.

- D. The Project Manager is responsible for monitoring the dust generated from all the demolition activities at the site and for the implementation of the dust suppression measures. Appropriate dust suppression measures must make every effort to prevent dust from traveling outside of the demolition property lines. If a complaint is received by any of the Contractor's staff concerning fugitive dust emissions, the process causing the concern shall be halted immediately until the issue is investigated and a satisfactory resolution can be implemented. If the issue becomes beyond resolution, the Contractor or designated representative shall contact Augusta to assist in problem solving.
- E. During high wind weather conditions (i.e., above 25 mph) the contractors shall limit Work to those activities that generate minimal or no fugitive dust, and knock-down and earthwork activities should be avoided whenever possible.

SECTION VII: DEMOLITION WASTE AND DEBRIS REMOVAL

- A. Load-out of demolition debris shall be completed within forty-eight (48) hours after Knockdown.
- B. All debris, as allowed by Georgia EPD, shall go to Augusta's Subtitle D, MSW sanitary landfill, located at 4330 Deans Bridge Road, Blythe, GA 30805, unless otherwise approved or directed by Augusta.

Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested. All generated materials and waste manifests shall be furnished to Augusta or its authorized representative.
- C. **Augusta shall be responsible for all disposal fees related to materials accepted at its Subtitle D, MSW sanitary landfill located at 4330, Deans Bridge Road, Blythe, GA 30805.**
 - 1. Each load must have proper paperwork.
 - 2. Each load must come to the landfill with a properly completed demo program load ticket (see attached)
- D. Except for items indicated to remain on the property, demolished materials shall become the property of the Contractor and shall be removed from the site and disposed of legally.
 - 1. On-site storage or sale of removed items is prohibited.
 - 2. There shall be no storage of materials or equipment on the street at any time.
- E. All excess material (e.g., demolition rubbish, debris) and equipment (e.g., barricades, scaffolds etc.) used by the Contractor shall be promptly removed from the premises when no longer required for completion of the Work.
- F. The Contractor shall be responsible for obtaining approval for transportation and disposal of waste in compliance with applicable EPA, Federal, Georgia and DOT regulations.
- G. Clean adjacent buildings, driveways, and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- H. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.
- I. An Open Hole Inspection is required after all demolition debris, vegetation, trash, topsoil, wet and unsatisfactory soil, and other deleterious materials from all disturbed ground surfaces have been removed from the site.
 - 1. All requests for inspections must be made at least twenty-four (24) hours prior to the date of the requested inspection.

SECTION VIII: SITE FINISHING

Part 1: Earthwork

- A. All resulting holes, voids and in-ground pools shall be backfilled to adjacent grade level and compacted with clean backfill per the requirements as detailed in Section 208 of the Georgia Department of Transportation (GDOT) Standard Specifications 2013 Edition.
 - 1. All fill material shall meet the requirements of Class I or II materials as defined in Section 810 of the GDOT Standard Specifications.
 - 2. The fill material shall be free of rock, gravel, waste, frozen material, concrete, brick, wood chips, crushed demolition debris, frost, ice, soil recovered from street sweeping, and other deleterious matter as defined by Augusta. On-site crushing of building materials is prohibited.
- B. Documentation shall be provided to Augusta or its authorized representative as to the origin of backfill material (form attached). Appropriate documentation shall consist of sworn statements/affidavits; material transportation receipts, load tickets, manifests, etc. that track quantity, date, and origin; and/or a written report detailing the known history and/or current environmental condition of a soil stockpile being proposed for use by Augusta.
- C. Augusta, Georgia reserves the right to refuse soil or approved material for any breach of policy, specifications and/or violation of applicable laws and regulations at any time.
- D. Augusta, Georgia or its authorized representative may perform periodic soil analysis testing at Demolition locations. In the event of testing the backfill, if it is discovered that the material does not meet specifications, the Contractor shall be required to remove all backfilled material within forty-eight (48) hours and supply acceptable backfill with certified test results from an accredited laboratory sustaining that the backfill material meets contaminant standards. All cost associated with testing, removal of the unacceptable material and replacement with acceptable material shall be paid by the Contractor.

Part 2: Stockpiling

- A. All stockpiling shall be limited to within the property boundaries (parcel) which the structure(s) to be demolished are located on and any alternate locations (i.e., stockyards, staging areas) shall be determined acceptable by Augusta and authorized representatives
- B. Authorized agents or representatives of Augusta, Georgia shall be granted reasonable access to inspect the stockpile location and activity conducted thereon.
- C. Contractor shall have adequate dust control measures and erosion control best management practices to ensure compliance with State and local requirements.
- D. No contaminated soil may be stored at any time.
- E. The contractor shall be required to remedy any damages to the surrounding properties if control measures fail as a result of stockpile operations.

Part 3: Execution of Excavation and Backfill

- A. All Open Holes shall be backfilled within forty-eight (48) hours after Open Hole inspection. If open hole must be left overnight or unattended, Contractor must comply with 29 CFR 1926 Subpart M regarding fall protection.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.
- C. Comply with all codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by backfilling operations.

- D. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding project site and surrounding areas.
- E. Prior to placing fill in open holes perform following procedures:
 - 1. Drain water, and remove muck, mud, debris, and other unsatisfactory material by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
 - 2. All muck, mud, and other materials removed from low areas shall be dried on site by spreading in thin layers for observation. Material shall be inspected and, if found to be satisfactory, may be used as fill material. If, after inspection, material is found to be unsatisfactory, it shall be removed from site.
 - 3. Remove temporary protection measures before placing subsequent materials.
- F. Place backfill and fill materials in layers not more than 18 inches in loose depth, using appropriate methods of compaction.
- G. When performing backfilling operations during periods of prolonged wet or dry conditions, provide adequate measures for surface drainage or ground water and moisture control of the soils (i.e., wetting or drying, scarify and disking) so as to place and compact the soil within the moisture content range of a few percentage points of its optimum water content.
- H. Water pumped out of excavations shall be disposed of onsite and will not be discharged to the municipal storm drainage system or to surface waters unless approval to do so has been granted by Augusta, Georgia.

Part 4: Grading

- A. Site restoration includes application of topsoil and grading all disturbed areas. After demolition, the lot shall be graded uniformly to conform to the grade of the adjoining properties. The leveling of the lot surface shall be done in a way to prevent excessive runoff into the abutting street, alley, or property or cause pooling in the lot area and must provide a smooth transition between existing adjacent grades and new grades.
- B. Four inches of screened topsoil must be applied to each lot. Topsoil shall meet the requirements of GDOT Standard Specification Section 893.2.01. Topsoil placement shall be in accordance with Section 708 of the same specifications.
- C. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances. At the completion of the Work, the premises shall be left rake clean with a Final Grade.
- D. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
- E. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of demolition activities to the greatest extent possible.

Part 5: Seeding and Watering

- A. Property shall be seeded with 100% dutch white clover seed and shall be applied in accordance with the manufacturer's specifications.
- B. The Contractor may elect to utilize one of the below mixtures to ensure an adequate stand of vegetation. All quantities are quoted per acre, so a proration will be required based on the actual seed area.
 - 1. For the months of April through September, 20 lbs. of dutch clover, 40-50 lbs. of Bermuda and 10-15 lbs. of brown top millet.
 - 2. For the months of October through March, 20 lbs. of dutch clover, 150 lbs. of fescue, and 15-20 lbs. of annual rye.

- C. Should the Contractor have access to other grass seed or mixtures which are found to be appropriate for this area and growing season; Augusta will consider the Contractor's written request to use that seed.
- D. Mulch entire planting area using **straw** to ensure proper moisture levels, removing bale string from the site. **Hay is not acceptable.**
- E. The Contractor shall be responsible for maintaining the proper moisture content of the soil to ensure adequate plant growth until a satisfactory stand is obtained. If necessary, watering shall be performed to maintain adequate water content in the soil.
- F. Any areas disturbed by construction activities shall be re-graded and reseeded if necessary. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion.
- G. Prior to final payment, planted vegetation shall be growing in a uniform cover with no bare areas.
- H. After any final grading, vegetation planted and straw blown, the contractor shall sweep the sidewalk and streets fronting the property.
- I. A Final Inspection is required when all Work has been successfully completed and before a Request for Payment can be submitted.
 - 1. Contractor shall schedule a final inspection with ESD once the Contractor believes all work has been properly completed in accordance with the specifications.
 - 2. All requests for inspections must be made at least twenty-four (24) hours prior to the date of the requested inspection.

<p>SECTION IX: POST DEMOLITION AND PAYMENT REQUEST</p>

- A. All documentation must be submitted on organization's letterhead or appropriate Augusta provided form for any payment to be processed.
- B. Request for Payment Packet must include:
 - 1. The Contractor shall provide a detailed bill for each separate property. Such bill shall be on Contractor letterhead and include the date, property address of the demolition, the amount of the invoice.
 - 2. Schedule of Values and Sworn Statement for each property address. Form attached
 - 3. Unconditional waivers of lien from yourself, as well as all Subcontractors who performed work on the project. Form attached.
 - 4. Documentation of abatement activities and waste disposal in compliance with Environmental Inspection Report or authorized change orders.
 - i. Asbestos quantity sheet
 - ii. A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility with load description and time stamps.
 - 5. Documentation of origin of backfill and topsoil sources, and certification or analytical data where appropriate, verifying material is uncontaminated. Form attached
 - 6. Seed tags identifying correct seed used per specification.

SECTION X: DELIVERABLES

1. Deliverables. Contractor shall provide demolition service that meets or exceeds all performance requirements set forth in the Augusta, Georgia Demolition of Unsafe Buildings Program (hereinafter referred to as the “Program”). Contractor shall comply with all the terms, conditions, and requirements of this Agreement as well as all the terms, conditions, and requirements of the Program. **ITB #25-701 thru 25-721** is incorporated herein by reference and attached hereto as Attachment A. To the extent there are any inconsistencies between this Agreement and **ITB #25-701 thru 25-721**, the terms of this agreement shall prevail. Contractor will be issued a Purchase Order for the covered work that shall also incorporate the terms of this Agreement. Work shall commence within twenty (20) calendar days of receiving a Notice to Proceed from Augusta. All work is to be completed within forty-five (45) calendar days after the date of the Notice to Proceed.
 - 1.1 Standard of Performance. Contractor represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources and capacity to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices. Contractor shall comply with all terms and requirements found in the Scope of Service: Demolition of Unsafe Building Document found in Attachment A.
 - 1.2 Qualifications, Licenses, and Permits, Compliance with Law. Contractor represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement, and agrees to comply with all applicable federal, state, and local statutes, regulations, codes, ordinances, and policies in performing its obligations under this Agreement to carry out said project in a safe and timely manner.
 - 1.3 Independent Contractor Relationship. The parties intend that Contractor’s relationship to Augusta in providing services hereunder shall be that of an independent contractor. Nothing in this Agreement or any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Augusta and Contractor.
2. Assignment of Rights Regarding Deliverables; Records.
 - 2.1 Assignment. Contractor does hereby assign, grant, and deliver to Augusta, and Augusta hereby accepts, the entire worldwide right, title, and interest of every kind and nature whatsoever in and to the deliverables under this Agreement.
 - 2.2 Records. Contractor shall maintain throughout the term of this Agreement and for a period of seven (7) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by Augusta all records, books of account, memoranda, and other documents pertaining to Augusta, except medical records, at any reasonable time upon request.
 - 2.3 Open Records. Contractors acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia’s Open Records Act (O.C.G.A. § 50-18-70, et seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

3. Fee; Expenses; Invoicing.

- 3.1 Fee; Expenses. In consideration of Contractor performing its obligations under this Agreement, Augusta will pay Contractor in accordance with the amounts submitted in Contractor's bid proposal.
- 3.2 Invoicing. Contractor shall submit invoices to the Director of the Augusta Engineering and Environmental Services Department identifying this Agreement and the amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after Augusta's receipt of the invoice.
- 3.3 Georgia Prompt Pay Act Not Applicable. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 3.4 Defective Pricing. To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- 3.5 Prohibition Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- 3.6 Progress Payments. Augusta may at its sole discretion make progress payments. Such payments will be made based upon the weighted percentage of work completed in accordance with the Scope of Service terms and requirements.
- 3.7 Final Payment. Augusta shall make final payment to Contractor for the percentage of work completed under the Program specifications as verified by the Engineering and Environmental Services Department.
- 3.8 Changes in Work. Without invalidating the Contract, Augusta may at any time or from time-to-time order additions, deletions, or revisions in the Work.
- a. Augusta shall provide Contractor with a proposal request, identifying the Work to be added, deleted, or revised. Upon receipt, Contractor shall promptly submit a written proposal for the changed work prepared. If the proposal request calls only for the deletion of Work, Augusta may order the partial suspension of any Work related to the proposed deletion, in which case Contractor must cease performance as directed. Contractor shall not be entitled to claim lost profits on deleted work; however, Contractor shall be entitled to payment of the portion of the deleted work that has been completed, if any, prior to the receipt of the notice of the proposed deletion. All changed Work shall be executed under the applicable conditions of this Agreement and the conditions of the Program.
 - b. Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Section 5.6. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in this Agreement.

- c. Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided in Section 5.6, and any other claim of Contractor for a change in the Contract Time or the Contract Price, Augusta will prepare a written Change Order to be signed by Contractor and submitted to Augusta for approval.
 - d. Contractor shall proceed diligently with performance of the Work as directed by Augusta, unless otherwise agreed to in writing.
- 4. Contractor Waiver and Release upon Final Payment. The final payment to Contractor shall be conditioned upon the receipt of the subcontractor's Unconditional Lien waiver and Release upon Final Payment. Upon receipt of the final payment from the Contractor, subcontractor(s) shall submit to Contractor an Unconditional Lien Waiver and Release upon Final Payment. It shall be the responsibility of the Contractor to obtain the Unconditional Lien Waiver and Release upon Final Payment from the subcontractor(s). Failure of the Contractor to obtain and submit the Unconditional Lien Waivers and Releases upon Final Payment from the subcontractor(s) shall result in Contractor's forfeiture of the final payment.
- 5. Term; Termination; Survival.
 - 5.1 Term. Work shall commence within twenty (20) calendar days of receiving a Notice to Proceed from Augusta. All work is to be completed within forty-five (45) calendar days after the date of the Notice to Proceed.
 - 5.2 Liquidated Damages. The Contractor agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100.00) for each consecutive calendar day after expiration of the Agreement Time of Completion, except for authorized extensions of time by Augusta. This Section is independent of Section 5.4 – Default of Contractor. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented Contractor failures. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.
 - 5.3 Termination. Augusta may terminate this Agreement in part or in whole upon written notice to the Contractor. The Contractor shall be paid for any validated services under this Contract up to the time of termination.
 - 5.4 Termination for Default by Contractor. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with the terms and conditions of the Program and of this Agreement shall constitute default. If the contractor fails to perform the work with such diligence to ensure its completion within the time specified in this Agreement, Augusta, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, Augusta may take over the work and prosecute the same to completion, by the Agreement or otherwise, and the Contractor and his sureties shall be liable to Augusta for any additional costs incurred by Augusta in its completion of the work, and the Contractor shall also be liable to Augusta for liquidated damages for any delay in the completion of the work as detailed in Section 5.2 above.

In the event of a termination of this Agreement pursuant to this Section 5.4, Augusta and Contractor will in good faith negotiate an appropriate reduction in the fees payable to Contractor pursuant to Section 3.1 above.

5.5 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 7 below shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

5.6 Specified Excuses for Delay or Non-Performance. Neither Augusta, nor Contractor, shall be liable for any delay in the performance of this Agreement, nor for any other breach, not for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.

6. Special Conditions.

6.1 Subcontracting. Contractor shall not subcontract any part of the work covered by this Agreement without prior written approval of the Engineering and Environmental Services Department Director.

6.2 **Asbestos Removal**. **Contractor or the subcontractor that removes the asbestos materials, if any, must be licensed by the State of Georgia for asbestos and or hazardous waste abatement. Contractor or the subcontractor that removes the asbestos materials must fully comply with the requirements and standards of the National Emission Standard for Asbestos of the Clean Air Act, 29CFR 1926.1101, and Asbestos Program of the Georgia Environmental Protection Division (EPD). Failure to comply with this asbestos removal provisions shall result in a breach of this Agreement.**

6.3 Unsatisfactory Services. Augusta reserves the right to cancel this Agreement if and when it feels that the services rendered by Contractor are unsatisfactory. Augusta shall be the sole judge in this matter.

7. Indemnification.

7.1 Indemnification. Contractor shall indemnify, hold harmless, protect and defend Augusta and its Commissioners, elected officials, trustees, officers, employees, agents, and representatives (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with Contractor's product or the performance of Contractor's obligations under this Agreement. Contractor's indemnification obligations under this Section 7.1 shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others but shall not extend to such concurrent fault or negligence. Contractor's defense obligations under this Section 7.1 shall be with attorneys approved by Augusta, which approval shall not be unreasonably withheld.

8. Miscellaneous.

- 8.1 Right to Inspect Premises. Augusta may, at reasonable times, inspect the part of the plant, place of business, or work site of Contractor or any subcontractor of Contractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta.
- 8.2 Local Small Business Program. In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



REQUIRED CONTRACTOR FORMS

PLEASE READ THOROUGHLY

- Attachment B (Complete and return two (2) Pages – MUST BE NOTARIZED)
- Systematic Alien Verification for Entitlements (SAVE) Program (Complete and return–MUST BE NOTARIZED)
- Subcontractor Affidavit/Asbestos Abatement Contractor (Complete and return – MUST BE NOTARIZED)
- Non-Collusion Affidavit of Subcontractor/Asbestos Abatement Contractor (Complete and return–MUST BE NOTARIZED)
- Bid Price Sheet (Complete and return the Bid Form)
- Form 0001 – Schedule of Values & Sworn Statement
- Form 0002 – Back Fill Certification
- Augusta Landfill Load Ticket
- Request for Payment Checklist
- Agreement (Complete and return the form)
- Insurance Requirements (Complete and return the form & A copy is required before Commencement of Work)
- Contractor's Final Release And Waiver Of Lien



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The date of authorization is the date your company registered with homeland security and is located on the Memorandum of Understanding (MOU). The recommended awarded vendor will be required to provide a copy of Homeland Security's MOU. **Contractors, Bids, RFPs, RFQs** - Any contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. HOMELAND SECURITY. LOCATED ON MOU.

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

*****SUBCONTRACTOR REQUIREMENTS*****

If you are using Subcontractors/Asbestos Abatement Contractors - You Must Complete and Return with Your Submittal.

1. **Georgia Security and Immigration Subcontractor Affidavit: Document MUST BE NOTARIZED**

NOTE: PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

2. **Non-Collusion Affidavit of Sub-Contractor: Document MUST BE NOTARIZED**

WARNING:

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications. Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License Number for your Company (Must Provide): _____

Other Than Augusta Business License Number for your Company (Must Provide): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

What State, City & County issued your Business License: _____

Acknowledgement of Addenda: (#1) _____ : (#2) _____ : (#3) _____ : (#4) _____ : (#5) _____ : (#6) _____ : (#7) _____ : (#8) _____ :NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the **contractor affidavit** as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 8, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00 **Date of Authorization (CHECK MOU)**

**** (E-Verify Number)** _____

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20_____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application by executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[ITB Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

***Alien Registration Number for Non-Citizens**

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

Notary Public
My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



ASBESTOS ABATEMENT CONTRACTOR OR SUBCONTRACTOR

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

CONTRACTOR'S NAME: (YOUR COMPANY)	
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	
STATE LICENSE NUMBER: (ASBESTOS ABATEMENT)	
BUSINESS LICENSE NUMBER:	

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ name of contractor) on behalf of **AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS

_____ ****** (Provide E-Verify Number Here) ******

_____ **Date of Authorization**
(NOTE: Registered date can be found on MOU)

_____ **Name of Subcontractor**

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

_____ Printed Name (of Authorized Officer or Agent of Contractor)

_____ Title (of Authorized Officer or Agent of Contractor)

_____ Signature (of Authorized Officer or Agent of Contractor)

_____ Date Signed

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

_____ **Notary Public**

_____ **My Commission Expires:**

_____ **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

**If you are using Asbestos Abatement Contractor or Subcontractor
You Must Complete and Return This Form with Your Submittal. Document Must Be Notarized**



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

**NON-COLLUSION AFFIDAVIT OF
SUBCONTRACTOR / ASBESTOS ABATEMENT SUBCONTRACTOR**

I, _____ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ **NOTARY SEAL**

**If you are using Asbestos Abatement Contractor or Subcontractor
You Must Complete and Return This Form with Your Submittal. Document Must Be Notarized**

(REQUIRED TO BE SUBMITTED WITH BID)

25-700 DEMOLITION OF UNSAFE BUILDINGS: BID PRICE SHEET – GROUP 1 (25-701 – 25-721)

BID NUMBER	ADDRESS	TAX MAP	PARCEL	COMMISSION DISTRICT	TOTAL BID PRICE
25-701	1604 Ramsey St	058	058-2-169-00-0	1	\$
25-702	1070 Daniel St	059	059-3-558-00-0	2	\$
25-703	2031 Joseph St	058	058-4-333-00-0	2	\$
25-704	2049 Clark St	027	027-3-040-00-0	1	\$
25-705	2438 Southgate Dr	086	086-3-100-00-0	2	\$
25-706	1132 Wrightsboro Rd	059	059-1-532-00-0	1	\$
25-707	1242 Hernlen St	058	058-4-319-00-0	2	\$
25-708	1019 Ninth Ave	072	072-2-511-00-0	2	\$
25-709	1117 Maxwell St	059	059-1-568-00-0	2	\$
25-710	2636 Royal St	033	033-2-205-00-0	1	\$
25-711	1736 Twelfth St	059	059-3-436-00-0	2	\$
25-712	2146 Reedale Ave	109	109-4-079-00-0	5	\$
25-713	1638 Douglas St	058	058-4-061-00-0	1	\$
25-714	1642 Emory St	058	058-4-201-00-0	1	\$
25-715	1544 Chestnut St	059	059-3-050-00-0	2	\$
25-716	2128 Hillsinger Rd	056	056-4-107-00-0	2	\$
25-717	3228 Milledgeville Rd	069	069-4-073-00-0	5	\$
25-718	2005 Shirley Ave	072	072-1-003-00-0	1	\$
25-719	1671 Emory	058	058-3-081-00-0	1	\$
25-720	2437 Danville St	099	099-1-153-00-0	2	\$
25-721	1382 Clark Rd	301	301-0-005-00-0	8	\$

The addresses listed above are listed as individual projects. Subject to availability of funds, Augusta reserves the right to cancel this bid.

CLOSEOUT DOCUMENTS MUST BE SUBMITTED FOR FINAL PAYMENT

COMPANY'S NAME: _____

ADDRESS/CITY/STATE/ZIP: _____

SIGNATURE: _____

PRINT NAME: _____

NOTE: PRICING SHEET: YOU MUST COMPLETE AND RETURN THIS FORM WITH YOUR SUBMITTAL

**AUGUSTA DEMOLITION PROGRAM –
SCHEDULE OF VALUES & SWORN STATEMENT**

PROJECT ADDRESS: _____

BID NUMBER: _____

CONTRACTOR: _____

CONTRACTOR CONTACT: _____

1 ASBESTOS SURVEY COST	\$ _____	(Provided by ESD)
2 DEMOLITION/ABATEMENT	\$ _____	ASBESTOS YARDS: _____
3 DISPOSAL	\$ _____	DISPOSAL TONS: _____
	(Total ARC load tickets)	
PROJECT TOTAL	\$ _____	
	(Total of 1-3)	

I, _____, attest that the amounts shown above are true and accurate:

Contractor Signature

Date

RECEIVED BY ESD STAFF:

NAME

TITLE

DATE

Verified complete and correct by Project Manager



AUGUSTA ENGINEERING AND ENVIRONMENTAL SERVICES DEPARTMENT LOAD TICKET – DEMO PROGRAM

Address of Demolition: _____

Contractor Name: _____

Certification: I certify that the contents of this load are only from the demolition project listed above. Mixing of waste from other disposal sites is strictly prohibited.

Signature of Contractor: _____

Title: _____

TRANSPORTER:

Company Name: _____

Driver Name: _____

Address: _____

Truck Number: _____

City/State/Zip: _____

Phone: _____

Driver Signature: _____

Landfill Use Only

Ticket Number: _____

Cell/Lift: C1-S15lift

Tonnage: _____

Asbestos: _____ Cu. Yds

Authorized Agent: _____

Date of Disposal: _____

Comments:

Additional tickets for the above address can be requested from Engineering and Environmental Services Department. This ticket will be voided if the city generated label has been tampered with or changed. White & Yellow Copies – Engineering and Environmental Services Department Pink Copy – Contractor Retain for file

**AUGUSTA DEMOLITION PROGRAM
REQUEST FOR PAYMENT CHECKLIST**

PROJECT ADDRESS: _____

BID NUMBER: _____

CONTRACTOR: _____

CONTRACTOR CONTACT: _____

SUBCONTRACTOR (IF APPLICABLE): _____

Request for Payment Required Documentation (on organization's letterhead):		✓	NA
1	Invoice on company letterhead (indicate address of property demolished)		
2	Schedule of Values and Sworn Statement for each property address		
3	Unconditional waivers from lien		
4	Documentation of abatement activities and waste disposal (Disposal Tickets, copy of Manifests):		
	Disposal tickets, manifests (with property address and dates)		
5	Origin of backfill/topsoil verifying material is uncontaminated		

Contractor's Signature

Date

(REQUIRED TO BE SUBMITTED WITH BID)



AGREEMENT

I, (contractor) _____ have read and understand the specifications as stated in the above referenced Invitation to bid. I shall provide demolition service that meets or exceeds all performance requirements set forth in the Augusta, Georgia Demolition of Unsafe Buildings Program (hereinafter referred to as the "Program"). I shall comply with all the terms, conditions and requirements of the specifications as well as all the terms, conditions and requirements of the Program. To the extent there are any inconsistencies between this Agreement and the Contractor the terms of this agreement shall prevail. Contractor will be issued a Purchase Order for the covered work that shall also incorporate the terms of this Agreement. Work shall commence within twenty (20) calendar days of receiving a Notice to Proceed from Augusta. All work is to be completed within forty-five (45) calendar days after the date of the Notice to Proceed.

Company Name

BY: Authorized Officer or Agent (Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

(REQUIRED TO BE SUBMITTED WITH BID)



AGREEMENT (Proof of Insurance)

I, (contractor) _____, **prior to the commencement of work, shall present a copy of its insurance certificate to the Engineering and Environmental Services Department.** Contractor shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify City against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any product defect, or negligent error, act, or omission of the Contractor in performance of the work during the term of this Agreement. Contractor shall provide, at all times that this Agreement is in effect, insurance with limits of not less than \$500,000.

The Contractor shall provide written proof of general liability insurance and a standard workmen's compensation policy.

The amount of liability insurance required under this contract is \$500,000.
If an authorized subcontractor is used, the primary vendor must show the subcontractor as additionally insured.

Company Name

BY: Authorized Officer or Agent (Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Contractor

Project: _____

Name: _____

Address: _____

Address: _____

Owner: _____

Contractor License: _____

Contract Date _____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

_____ Dollars (\$)) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this _____ day of _____ 20____

Contractor

Witness to Signature:

_____ By: _____

_____ Title: _____