



REQUEST FOR PROPOSAL

FOR

Demolition, Removal and Stabilization – Parcel B01E 067

ISSUED: DECEMBER 18, 2024

BIDS DUE NO LATER THAN 10:00 AM ON TUESDAY, JANUARY 21, 2025

Byron Municipal Complex
401 Main Street
Byron, Georgia 31008



Request for Proposals

Demolition and Site Stabilization of Parcel B01E 067

Parcel ID: B01E 067

The City of Byron will be accepting sealed bids for the demolition of Parcel B01E 067 and abatement of any hazardous material on site. Bids will be received at the Byron Municipal Complex, 401 Main Street, Byron, GA 31008 until 10:00 AM on January 21st, 2025, at which time and location they will be publicly opened and read. This project will be open to all licensed and insured contractors. There will be a mandatory pre-bid meeting and walk-through to be held on January 3rd, 2025, at 10:00 am to explain the details of the solicitation documents to interested bidders. Prospective bidders are permitted to request clarification on the invitation for bids or request for proposals at this time.

The work to be done under this contract will consist generally of demolition of the project site at parcel B01E 067 in Byron, Georgia, including but not limited to slab and footings of the building, removal of all debris in a manner consistent with all local, state, and federal regulations for the disposal of potentially contaminated or hazardous materials. There will be professionals onsite (paid for by the City of Byron) during the project monitoring the disposal of potentially contaminated or hazardous materials. After work is complete the site shall be leveled, strawed, and seeded. The site shall have temporary fencing installed before any work begins. All work on the project must be completed within 180 consecutive calendar days of the date given by the contractor to proceed.

The one-story building is approximately 22,000 square feet in size. The facility is currently owned by the City of Byron and site visits may be scheduled by calling Tiffany Sandefur with the City of Byron at 478-956-5555.

All bids shall include a copy of at least three references and a copy of insurance with bids. All necessary permits will need to be obtained by the contractor. All necessary specifications will need to be factored into the bid.

No bid will be considered unless sealed and filed with the City of Byron prior to the time set forth above, and shall be accompanied by a Bidder's Bond, payable to the City of Byron, Georgia, for 10 percent of the amount of the bid; to be forfeited as liquidated damages in the event that the bid be accepted, and the bidder fail to enter promptly into a written contract and furnish the required Payment Bond and Performance Bond and Insurance Certificates. Bids arriving after the designated time will be returned unopened.

No Bids shall be withdrawn for a period of 60 days after the opening of bids. The City of Byron reserves the right to reject any and/or all bids, with or without cause, at its sole discretion, and to overlook, disregard, or wave informalities or irregularities in the proposals. The City of Byron is an equal-opportunity employer.

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FORMS TO BE PROVIDED BY CONTRACTOR:

- BIDDER QUALIFICATION FORM
- FINANCIAL & LEGAL STABILITY STATEMENT
- LIST OF SUB-CONTRACTORS
- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT
- TITLE VI NON-DISCRIMINATION NOTICE
- ALL REQUIRED SUBMISSION DOCUMENTS

Demolition, Removal and Stabilization – Parcel B01E 067 (School)

I. GENERAL

A. Invitation

1. The City of Byron, is issuing this request for proposals (“**RFP**” original along with 6 copies and a flash drive) for the demolition, removal, and stabilization of a building and related improvements located on Parcel B01E 067 in Byron, Georgia 31008, formerly known as the old Byron School, as more particularly depicted on **Attachment C** (the “**Demolition Area**”). The Contractor will be responsible for supplying all labor, equipment and supervision to complete the Scope of Work and satisfy the Specifications described on **Attachment B** (the “**Work**”).
2. The City of Byron will receive sealed bids from contractors at the Byron Municipal Complex, 401 Main Street Byron, Georgia 31008, until **10:00 a.m., EDT on Tuesday, January 21, 2025.**
3. **NO BIDS WILL BE ACCEPTED AFTER THE DESIGNATED TIME.**
4. Bids will be publicly opened in the Office of the Mayor on **Tuesday, January 21, 2025, at 10:00 am.**

B. Bid Documents

Bid documents may be examined and obtained at the Byron Municipal Complex, 401 Main Street, Byron, Georgia 31008, by calling (478) 956-5555, or may be viewed and downloaded from the City of Byron website at www.byronga.com

C. Pre-Bid

1. Pre-Bid Walk-Through. A mandatory Pre-Bid walk-through of the Demolition Area will occur on **January 3, 2025, 10:00 AM**. Attendance at the Pre-Bid Walk-Through is **mandatory** for a contractor to bid on the Work. Failure to attend will result in automatic rejection of any bids. The deadline to submit questions will be **Wednesday, January 8, 2025, by 3:00 P.M.** All questions must be submitted by email only to tsandefur@byronga.com
2. Bid Bond. For a contractor's bid to be considered, it must be accompanied by a bid bond, payable to the City of Byron, in an amount not less than ten percent (10%) of the total base bid. This bid security shall become payable to the City if the contractor to whom the award is made fails to execute a contract with the City, furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award, or fails to meet any other requirements in the RFP.

D. Sealed Bids

Envelopes shall be identified on the outside as **“Demolition and Site Stabilization of Parcel B01E 067”**, and shall be delivered by hand or mailed to:

Byron Municipal Complex

401 Main Street
Byron, Georgia 31008

E. Responsiveness

To be considered “responsive”, the bid submission must include completed copies of the following documents:

1. Price Proposal, Demolition Schedule, and Project Approach
2. Proposer Qualification Form
3. List of Sub-Contractors
4. Financial & Legal Stability Statement
5. Georgia Security and Immigration Compliance Act (E-Verify) Affidavit
6. Title VI Non-Discrimination Notice
7. Bid Bond

F. Responsibility

To be considered “responsible”, the submitting contractor must meet the following minimum qualifications:

1. Three (3) years of experience providing the services required in this RFP.
2. Licensed to do business in the State of Georgia.
3. Financially and legally responsible to perform the services required in this RFP. The contractor must own and operate its own demolition crushing equipment that meets or exceeds industry standards or provide absolute indemnity to the City of Byron for any damaged equipment of any kind in the form of insurance coverage. Along with a hold harmless agreement.

G. Validity

No bid may be withdrawn for a period of sixty (60) days after January 21, 2025. Nothing in this section shall preclude the City of Byron from awarding the contract to a successful bidder prior to the expiration of the sixty (60) day period.

H. Contract Award

1. The contract, if awarded, will be based on technical and cost proposal scores as set forth herein.
2. Guidelines in the award of the contract are governed by O.C.G.A. Sec. 36-91-1, et seq.
3. Upon award of the contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work and additional procedures.

I. Surety

The Contractor to whom the award is made shall submit a payment insurance bond and a performance insurance bond in the amount of one hundred percent (100%) of the contract price. The Bonding Company/Surety shall be Rated B+ or better in the current Key Rating Guide as issued by A.M. Best Company and be licensed to do business in the State of Georgia.

J. Payment Conditions

1. The City Inspector will collect material tickets, measure, and inspect Work completed to date, and report to the City Administrator and the Project Manager for payment.
2. A ten percent (10%) retainage will be withheld from each payment until the final payment is made. The city will only pay for items used and actual Work performed.
3. Change orders are issued for any variance from contract or plan sheets. All change orders must be submitted to the city, approved by the City, and agreed to by the City and Contractor in writing.
4. Any unauthorized work or material change will not be paid for unless a written change order has been issued and agreed to by the City and the Contractor.

K. Excise Taxes

1. Any material that is to be incorporated into the Work may be consigned to the city in the care of the Contractor. If the shipping papers show clearly that any such materials are so consigned, the shipment may be exempt from the tax on transportation of property under the provisions of [Section 3478(b)] of the Internal Revenue Code, as amended by Public Law 180-78th Congress. Each bidder shall take this exemption into account in calculating its bid.
2. The Contractor shall pay all transportation charges.

L. Insurance

1. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Georgia where the Demolition Area is located having a rating of A-VIII or better by AM Best, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the operations and completed operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a) Claims under workers' compensation, disability benefits, and other similar employee benefit acts that are applicable to the Work to be performed.
 - b) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
 - d) Claims for damages insured by usual personal injury liability coverage; loss of use resulting therefrom.
 - e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - f) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
 - g) Claims for bodily injury or property damage arising out of completed operations; and
 - h) Claims involving contractual liability insurance applicable to the Contractor's obligations under any contract awarded: and
 - i) Any and all claims, of any type, for bodily injury, death of a person, sickness or disease, or property damages to any person or entity arising out of the existence of asbestos, lead, or any other dangerous materials, involved in this demolition project.
2. The insurance required by this RFP shall include, without limitation, the following coverages with the indicated minimum coverage limits:
 - a) Commercial General Liability Insurance on ISO form CG 00 01 12 07 or an equivalent form ("CGL"), covering liability arising from bodily injury, property damage, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract on an occurrence basis. Such policy shall include, but not be limited to, the greater of current limits carried or the following limits, endorsements, and coverages, on a per project basis: \$4,000,000 General Aggregate Limit (other than Products-Completed Operations); \$4,000,000 Products-Completed Operations Aggregate Limits; \$2,000,000 Personal and Advertising Injury Limit; \$2,000,000 each occurrence limit; Cross-liability coverage, as provided under ISO forms' Separation of Insureds clause. The City (and Additional Insureds as defined below) shall be named as additional insured on the Commercial General Liability Policy. Separate Additional Insured Endorsements for ongoing and completed operations, attached to the Certificate of Insurance, must be included

using ISO CG 20 10 10 01 and CG 20 37 10 01 or carrier equivalent forms. The policy must not contain any exclusions or limitations for any portion of the Work (including any demolition operations). Products and Completed Operations Coverage shall be maintained for a period not less than the applicable statute of repose for liability arising out of the Work. The CGL Policy shall include a waiver of subrogation against the City and other required Additional Insureds using ISO endorsement CG 2404 1219 (“Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)”), or equivalent.

b) Business Automobile Coverage: Insuring all hired, owned, and non-owned vehicles with a combined limit of \$1,000,000 per occurrence. If Work to be performed includes hauling or transporting any hazardous materials, then the policy shall include the most current version of the ISO CA 99 48, Broadened Pollution Liability Endorsement, or its equivalent, and the MCS-90 shall also be attached to the policy. The policy must include ISO Waiver of Subrogation endorsement CG 04 44 10 13, or equivalent.

c) Workers Compensation Insurance: As required by law, including Employer’s Liability, with minimum limits of \$1,000,000 for each accident, \$1,000,000 disease, \$1,000,000 disease policy limit (or such other higher amount as is required by the City). Coverage must be provided for the Contractor and Contractor’s Members, Executives, and Officers. The policy must include ISO Waiver of Subrogation endorsement WC 00 03 13 04 84, or equivalent.

d) Contractor’s Professional Liability Insurance/Errors and Omissions Insurance: With minimum limits of \$5,000,000 per claim and aggregate, with a retroactive date which shall be no later than the date of first service from Contractor on the project or the first date of professional service, whichever comes first, which provides coverage for claims arising out of the performance of Contractor’s Work allegedly caused by the negligence of Contractor.

e) Contractor’s Pollution Liability Insurance: With minimum limits of \$10,000,000 per occurrence and in the aggregate. The insurance shall cover losses caused by pollution conditions, including but not limited to asbestos, lead, or other hazardous materials, that arise from the Contractor’s ongoing or completed operations. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured and natural resource damages), cleanup costs (including restoration costs and emergency response costs), waste disposal liability, and non-owned location coverage and transportation pollution liability (including loading and unloading and mis delivery), and defense (including costs and expenses incurred in the investigation, defense, and settlement of claims). If such coverage is written on a claims-made basis, any retroactive date applicable to coverage under the policy shall precede the commencement of any Work, and continuous coverage shall be maintained (or an extended reporting period shall be obtained) for a period not less than the applicable statute of repose for liability arising out of the Work).

f) Umbrella/Excess Liability coverage: Written on an occurrence basis with coverage as broad as, or no less restrictive than, the primary Commercial General Liability policy. The policy shall be issued on a “follow form” basis and provide coverage in excess of the Commercial General Liability, Employers Liability, and Automobile Liability policies, without additional exclusions or qualifications. The policies or endorsements cannot contain language that excludes coverage to Additional Insureds for claims(s) arising out of bodily injury to Contractors (or any subcontractors, vendors, suppliers, and/or other parties performing Work at or emanating from the Demolition Area) if the claim occurs in the course of employment (*i.e.*, 3rd party claims). The minimum limit shall be \$5,000,000 per occurrence and in the aggregate. Each Umbrella/Excess Liability policy must be endorsed to provide that this insurance is primary to, and non-contributory with, any other insurance on which the City and other Additional Insureds are insured, whether such other insurance is primary, excess, contingent, self-insurance, or insurance on any other basis.

g) All Risk Property Insurance: Covering physical loss or damage to all property of the Contractor used in the performance of the Work. The policy shall have limits of liability adequate to cover all property of the Contractor (including personal property of others in Contractor’s care, custody, or control) and shall include a waiver of subrogation against the City and other required Additional Insureds.

3. Additional Insured. The contractor shall cause the insurance policies required by the contract (other than Worker’s Compensation and Professional Liability) to include the City, its elected and appointed officials, employees, and agents as additional insureds on a primary and non-contributory basis, using ISO endorsement CG 20 01 04 13 (“Primary and Noncontributory – Other Insurance Condition Endorsement”), or equivalent.
4. Certificates of Insurance. Original or certified certificates of insurance, together with the actual forms establishing coverage denoted on the certificates of insurance (e.g., additional insured endorsements, waiver of subrogation endorsements, and primary and non-contributory endorsements) and, if requested by the City, copies of the insurance policies (with any premiums or other proprietary information redacted) acceptable to the City establishing that the Contractor has secured the required insurance must be filed with the City before commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The City may withhold any payments due to the Contractor at any time that the City has not received current certificates of insurance (and, if requested by the City, copies of the insurance policies, with any premiums or other proprietary information redacted) complying with the requirements of this paragraph. These certificates and the underlying insurance policies shall contain a provision that the City’s designated representative will be notified in writing 30 days prior to cancellation.

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “City” or “City of Byron” occurs in these specifications, it shall mean the City of Byron, a political subdivision of the State of Georgia acting through the City of Byron Mayor and City Council.
2. Wherever the term “Contractor” occurs in these specifications, it shall mean any person having or seeking a contract with the City of Byron.
3. Wherever the term “Contract Documents” occurs in these specifications, it shall mean any and all legal and binding agreements between the Contractor and the City of Byron pertaining to the Demolition and Site Stabilization of Parcel B01E 067.
4. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the City, or his representative.

B. Bidder’s Representation

1. Each bidder, by making a bid, represents that the bidder has:
 - a) Read and understand the bidding documents; and,
 - b) Had reasonable opportunities to engage legal counsel to review the RFP, bidding documents, and or all other contract documents; and
 - c) Visited the Demolition Area and became familiar with the local conditions under which the Work is to be performed.
 - (1) Bidders shall examine the areas wherein the work of this project is to be carried out and shall take into consideration all conditions that might affect the work.
 - (a) The failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve the bidder of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given to any claim based on a lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

C. Document Discrepancies

1. Should the bidder find discrepancies in or omissions from the documents, the bidder shall at once notify the City of Byron City Administrator.
2. Requests for Interpretations of Drawings and Specifications shall be made to the City of Byron not later than seven days prior to receipt of bids, email preferred to tsandefur@byornga.com
3. Any subsequent instructions to bidders will be issued in the form of an addenda to the specifications and sent to the bidder.
4. All definitions set forth in the specifications are applicable to this RFP and the proposed Contract Documents including, but not limited to, Drawings, project manual, and any addenda issued prior to receipt of bids. All definitions set forth in this RFP are applicable to all documents and the proposed Contract Documents including, but not limited to, Drawings, project manual, and any addendum issued prior to receipt of bids.
 - a) Addendums are written or graphic instruments issued prior to the execution of the contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
 - b) The addendum will become part of the Contract Documents when the contract is executed.

D. Reservations

The City will not provide compensation to respondents for any expenses incurred by the respondents for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this RFP. Emphasis should be on the completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

The City makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the City's best interest.

The city will consider only representations made within the submission in response to this RFP. The city will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RFP.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

E. Surety and Insurance Companies

The contract shall provide that the surety and insurance companies must be acceptable to the City. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

All Work to be performed as part of this specification shall comply with all codes, ordinances, and regulations applicable to the contract, including, but not limited to:

1. International Building Code
2. State and Local Building Code
3. Georgia Department of Transportation (D.O.T.)
4. Occupational Safety and Health Administration (OSHA)
5. Other Federal, State, or Local Codes

B. Inspections

The contractor shall arrange for necessary inspections required by the city or its designee and submit certificates of approval to the City.

IV. WARRANTY

The Contractor shall guarantee all labor and workmanship for a minimum of one (1) year from the date of final completion.

V. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of twenty (20) pages and must be organized in a manner to display the required information in easily accessible tabs labeled:

Contractor Background

- Letter of Interest
- History of the Contractor (including years in business)
- Contact information (including address(es), telephone/fax numbers, email, etc.
- Structure of the firm (include principal(s), project team, if applicable)

Experience

- Resume(s) of key personnel
- Reference list
- List of projects with similar scope and size
 - Significant experience in demolition and removal of commercial sites, debris, backfill, and grading. The successful bidder shall clearly possess an understanding of the scope of Work including but not limited to:

- Permitting and clearances
 - Asbestos/Universal Waste abatement. Eight-Hour OSHA Class II Asbestos Removal certification.
 - Project completion documentation.
 - Possess the required licenses, insurance, bonding, etc.
- The contractor will ensure that all permitting, abatement, demolition, and debris removal will comply with applicable regulations and procedures covering demolition.

Project Approach

- Detailed plan for accomplishing the Work.

Demolition Schedule

- Provide a Demolition Schedule outlining the timetable for completing the Work. The Demolition Schedule should take into consideration the City’s explicit preference that the main building be demolished on or before February 17, 2025.

Price Proposal

- Provide prices based on each step identified in the Project Approach.

VI. SCORING (TOTAL POSSIBLE NUMBER OF POINTS = 100)

Scoring will be performed by a team of reviewers utilizing the general point allocations system set forth below:

1. Experience	–	Maximum 25 points
2. Project Approach	–	Maximum 20 Points
3. Demolition Schedule	–	Maximum 20 Points
4. <u>Price</u>	–	<u>Maximum 35 Points</u>
TOTAL		100 Points

The contract for the Work will be awarded to the bid that receives the highest number of points.

STATEMENT OF BIDDER QUALIFICATIONS
Demolition Services of Parcel B01E 067

The following information shall be provided with the proposal submittal to allow the City to determine if the offeror is qualified to perform the work specified:

- (1) Name of Vendor/Company.
- (2) Permanent main office address.
- (3) When organized.
- (4) If a corporation, when/where incorporated.
- (5) How many years have you been engaged in business under your present company/trade name?
- (6) General character of work performed by your company.
- (7) List your equipment available for this project.
- (8) Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- (9) Provide a contact person who will be directly responsible for this contract and a direct telephone number.
- (10) Have you ever failed to complete a project and/or defaulted on a contract? If yes, specify when, where and with whom
- (11) Please list prior demolition projects as examples identifying the government entity and structures demolished.

Demolition Area is outlined in red

