

Specifications for the Demolition or Removal and Relocation of Three FEMA Buy-out Properties in Decatur County, Georgia

I. General:

- A. These specifications cover the demolition or removal and relocation of structures on the following sites:
 - 1. 2576 Lake Douglas Road
 - 2. 205 Riverview Drive
 - 3. 150 Whispering Pines Drive
- B. It is the intent of these specifications to ensure that all materials are removed from the sites, site clean-ups are performed within a reasonable time and during the process no liabilities are incurred to Decatur County or its representatives.
- C. The proposal shall be for only the three (3) properties listed above and proposers should be aware that proposals for each site will be considered separately.
- E. The successful proposer shall post a performance bond in the amount of \$25,000 with Decatur County. The bond may be in the form of a cashier's check, certified check or a performance bond made payable to Decatur County. This bond is to ensure that the work is carried out and will be forfeited to Decatur County in the event of failure on the part of the successful proposer to complete the work under this contract.
- G. These specifications shall cover the demolition or removal and relocation, at the election of the contractor, of the three properties located at:
 - 1. 2576 Lake Douglas Road
 - 2. 205 Riverview Drive
 - 3. 150 Whispering Pines Drive

II. Conditions:

- A. Permits shall be secured within ten (10) working days from the time the contracts are approved and the contractor notified.
- B. The successful proposer agrees to start work ten (10) working days and complete the work described in the contract within forty - five (45) days upon entering into such contract. Decatur County reserves the right to grant an extension of time for the completion of the described work, when it is determined to be in the best interest of Decatur County.

C. All work shall proceed in a workmanlike manner.

1. All parts of the structures, including but not limited to brick, block, timbers, steps, etc. are to be removed. Decatur County will be responsible for removal of footings, slabs, pools, septic systems and driveways.
2. The contractor shall, when and where necessary protect the public (i.e. pedestrians and motorists) and other property by using suitable barricades and other shielding. At the end of each working day, the structure shall be left in a stable condition with no dangerous unsupported walls, roofs or other elements.
3. The contractor shall be responsible for repair of any damage done to other structures or property located on or adjacent to this site which results from actions by them or their employees.
4. The contractor shall protect all infrastructures on adjoining properties from damage and will replace or repair any damage caused by any equipment used in the performance of this contract.
5. Any utilities involved in the course of performing under this contract shall be disconnected.
6. Work progress will be monitored and completion of the entire scope of work will be approved by a County representative prior to any monetary draws and close of projects.

D. The contractor is responsible for compliance with State and federal regulations which shall include but not limited to the following regulations:

1. Disposal of removed materials, waste, trash and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances as prescribed by authorities having jurisdiction.
2. Burying of trash and debris on the site will not be permitted. Burning of trash and debris on the site will not be permitted.
3. Remove trash and debris from the site at frequent intervals so as not to delay the progress of the work or cause hazardous conditions to workers or the public.
4. All materials, trash, buildings and debris shall become the property of the Contractor and shall be removed from the property and disposed of in a legal and lawful manner using best

efforts. Location of disposal site and length of haul shall be the Contractor's responsibility.

5. During the course of the project no adjacent street frontage shall be damaged in excess of its condition prior to the beginning of the project. Any street repairs shall be made to the satisfaction of the Public Works Department of Decatur County before any final payment is authorized.

III. Insurance and Indemnification

1. Insurance – General

Upon submitting the Contractor's proposal, and before starting and until termination of work for, or on behalf of, the County, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term "County" as used in this section of the specifications is defined to mean Decatur County itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to Decatur County, for the County's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

A. Worker's Compensation

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|-------------------------|-------|------------------------------|
| 1. State | ----- | Statutory |
| 2. Employer's Liability | ----- | \$1 million each
accident |

- | | | |
|----------------------|-------|--------------------------------|
| B. General Liability | ----- | \$1 million each
occurrence |
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2. Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance that Decatur County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change or restriction in coverage. Decatur County shall be named on each Certificate as an Additional Insured.

3. Primary Insurance of the Contractor

The Contractor required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relating to all provisions of the contract.

4. Loss Control and Safety

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the County. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected

5. Hold Harmless

The Contractor shall indemnify and hold harmless Decatur County, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance

IV. Mandatory Pre-Proposal Conference:

No proposal will be accepted from any respondent unless the proposer, or a representative of the proposer, attends the pre-proposal conference.

Proposal Forms will be handed out at the pre-proposal conference to qualified proposers. The Proposal Form will identify properties and require pricing for each individual property.

No proposal will be accepted that is not submitted on a Proposal Form supplied by the County, thus ensuring uniformity of proposal interpretation and analysis.