

**CANTON HOUSING AUTHORITY
INVITATION TO BID FOR THE
TIPPENS ELEMENTARY SCHOOL DEMOLITION PROJECT**

The Canton Housing Authority (“CHA”), Canton, Georgia, will receive bids until Monday, December 29, 2023, 4:00 p.m. for the demolition of Tippens Elementary School buildings, located at 8 Glenwood Street, Canton, Georgia. These buildings are expected to have asbestos materials which will require proper disposal. The existence, quantity, and location of any materials made from asbestos are unknown to CHA. However, the main building is approximately 60-years old, and it is known that asbestos was commonly used in building materials during that time. If involved, removal and disposal of asbestos materials must meet all federal, state, and local requirements. The contractor is responsible for all notifications and fees for the demolition and asbestos removal, if applicable.

Demolition includes removal of the main school building, secondary school building, cafeteria, and shed—miscellaneous debris associated with the structures, and all foundations and slabs. Any playground equipment and internal fencing must be removed. Any retention walls will need to remain to avoid erosion. The contractor shall be responsible for all utility disconnections and will need utility disconnect letters for gas, electricity, and water. The historic gymnasium structure is to remain and must be preserved.

Potential bidders should contact Jacquelyn Loberg by emailing JLoberg@cantonha.org to schedule a time to view the school buildings between December 6, 2023, and December 20, 2023.

Bids are to be addressed to Jacquelyn Loberg, Executive Director, and mailed or delivered to the Canton Housing Authority, 1400 Oakside Drive, Canton, Georgia 30161. If mailed they must be received by December 29, 2023, at 4:00 p.m.

Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder’s name, address, and license number, expiration date, and classification.

The successful bidder will be required to furnish a performance and payment bond. Payment shall be for the entire contract amount after completion and acceptance.

CHA reserves the right to waive any irregularities and reserves the right, in its sole and absolute discretion, to reject any and all bids.

Further information may be obtained from Jacquelyn Loberg, Executive Director, at emailing JLoberg@cantonha.org or Stewart Duggan, General Counsel, at isduggan@brinson-askew.com or (706) 295-0567.

Instructions to Bidders and General Conditions for Tippens Elementary School Demolition Project

1. Defined Terms:

- 1.1. The term “Bidder” means one who submits a bid directly to CHA, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.2. The term “Successful Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom CHA shall make an award of the contract and will be the contractor.
- 1.3. The term “Bidding Documents” includes the advertisement, these instructions, the bid form, and the proposed contract documents.

2. Work

- 2.1. Work. The contractor will furnish all products, tools, construction equipment, skill, labor, and documentation (“Work”) of every description necessary to carry out and complete in a good and workmanlike manner the following:
 - 2.1.1 Installation of a temporary fence around the property to deter unauthorized access to the demolished buildings (this fencing is to remain after the Work is completed and will be removed by CHA);
 - 2.1.2 Demolition and removal of the following buildings of the previous Tippens Elementary School: main school building, secondary school building, cafeteria, shed, and any other buildings not excluded from the Work below;
 - 2.1.3 Demolition and removal of the canopies on the property;
 - 2.1.4 Removal of playground equipment, internal fencing, and other miscellaneous items on the property, if any;
 - 2.1.5 Removal and disposal—in an approved offsite location—of all hazardous materials, including asbestos, if any;
 - 2.1.6 Removal of the slab on grade and foundations;
 - 2.1.7 Disconnection of sewer, water, and electric utilities;
 - 2.1.8 Installation of proper erosion control measures, including silt fence, grassing, and a construction entrance;
 - 2.1.9 Provide supervision for the duration of the project; and
 - 2.1.10 Perform other related work reasonably expected to be performed in a similar demolition project.
- 2.2. **Removal Days.** Contractor shall only remove trash and debris from the site two days

per week in coordination with the City of Canton, Georgia (“City”). The trash day for the site is Tuesday.

2.3. **Coordination with City.** The contractor shall coordinate with the City to organize street parking restrictions surrounding the site to make space for contractor’s debris trucks. The contractor shall also provide the City with the routes for entry and debris removal to assist the City with its parking enforcement.

2.4. **Exceptions to Work.** The following items are excepted from the Work:

2.4.1 Removal of the gym building and the canopy between the gym and the main school building;

2.4.2 Removal of parking and pavement;

2.4.3 Grading the site;

2.4.4 Removal of water meters;

2.4.5 Removal of underground utilities;

2.4.6 LDP permits and design drawings; and

2.4.7 Removal of trees, shrubs, and landscaping.

3. **Contract Times.**

3.1. **Time of the Essence.** All Contract times and deadlines in the Contract Documents are of the essence and are an essential element of this agreement.

3.2. **Contract Time.** All Work shall be completed within two months of the project start date set in the Notice to Proceed from CHA.

3.3. **Liquidated Damages.** Contractor and CHA recognize that time is of the essence in this agreement and that Owner, and the citizens of the City of Canton, Georgia, will suffer financial damage and other loss, which will be difficult or impossible to accurately estimate, if the Work is not completed within the time in Section 3.2, plus extensions allowed by written change orders (“Allowed Time”). If contractor fails to complete the Work within the Allowed Time, contractor shall pay to CHA—not as a penalty, but as liquidated damages—\$200 for each day that expires after the Allowed Time until contractor completes the Work. Such liquidated damages are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under this agreement. If the contractor fails to complete the Work, including never beginning the Work, contractor shall pay liquidated damages from the Effective Date until CHA is reasonably able to have to Project completed.

4. **Qualifications of Bidders:**

4.1. Bidders must be licensed contractors to conduct business in the State of Georgia.

- 4.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders' qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he or she has the proper license to do the Work for CHA, including contractors and business license.

5. Examination of the Contract Documents and Project Sites:

- 5.1. It is the responsibility of the Bidder to:
 1. Thoroughly examine the Bidding Documents.
 2. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance, or furnishing of the Work,
 3. Consider all federal, state, and local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work,
 4. Study and carefully correlate the bidders observations with the Bidding Documents, and
 5. Notify CHA of all conflicts, errors, or discrepancies found in the Bidding Documents.
- 5.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the Work required by the Bidding Documents, using the products, means, methods, techniques, sequences, and procedures contained therein, and that the Bidding Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

6. Bid Form:

- 6.1. The Bid Form is included in the Bidding Documents.
- 6.2. All blanks on the Bid Form must be completed, either in ink or typewritten, and any required attachments must be provided.
- 6.3. Bids by corporations must be executed in the corporate name by the president or vice-president, or other corporate officer, when proper authorization to sign is attached to the bid.
- 6.4. Bids by a partnership must be signed by all partners.

7. **Bonds:**

Due to the dollar amount of the contract and time for construction, no bonds will be required for the project. However, no payment shall be made to the contractor until the project is completed and accepted by CHA. Should the project be delayed for some reason that is not the fault of the contractor, a performance bond for the remainder of the work may be submitted and payment made.

8. **Signing of the Agreement:**

When CHA submits the Notice of Award and contract for execution to the Successful Bidder, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original contract. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the contract to CHA, accompanied by a certificate of insurance. CHA, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the contract.

9. **Notice of Award:**

CHA may give the Successful Bidder a Notice of Award at any time within 30 days from the date of opening of bids. The Successful Bidder shall begin the work no less than 15 days from the receipt of the Notice to Proceed or no less than 10 days from the date of receipt of the fully executed agreement, whichever is later.

10. **Indemnity**

The contractor will indemnify and save harmless CHA, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants, and employees in the performance of the contract; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of CHA, its officers, agents, servants, and employees.

11. **Insurance**

For this contract, the contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory

Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The Contractor shall at all times during the Contract maintain in full force and effect and without interruption Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to CHA and before commencement of work hereunder the contractor agrees to furnish CHA certificates of insurance or other evidence satisfactory to CHA to the effect that such insurance has been procured and is in force. In addition, CHA must be named as an additional insured on each such policy of insurance.

**Canton Housing Authority
Bid Form**

Tippens Elementary School Demolition Project

Name of Bidder: _____

Legal structure and state of registration of Bidder (i.e., a Georgia corporation, LLC, etc.):

In compliance with the Invitation to Bid for the Tippens Elementary School Demolition Project, the undersigned bidder, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, equipment, and disposal necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price and time schedule stated or listed below.

Total bid price for the demolition of all the building of Tippens Elementary School, including asbestos removal, if applicable: \$ _____.

Timeline or date for completing all the Work: _____.

Bidder must attach a list of large equipment to be used to complete the Work, including trailer and truck sizes and Bidder's planned route to dispose of the building debris.

Bidder understands that CHA reserves the right, in its sole and absolute discretion, to reject any or all bids and to waive any informality in bidding process. Each Bidder expressly agrees that its bid shall be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver insurance coverage as required by Bid Documents.

Contractor: _____

Signature: _____ (Seal)

Name: _____

Title: _____

Date: _____