

City of Byron  
Mayor and Council Minutes  
January 29, 2025

The City of Byron Mayor and Council met in special session at 12:00 pm in the Council Chambers at the Municipal Complex. The meeting started at 12:10 pm due to the unexpected tardiness of Council Member James Richardson. Mayor Michael Chidester, Council Members James Richardson, Rusty Adams, and Chris Hodges were in attendance. Council Members Michael Chumbley and Alan Dorsey were absent. City employees that attended were City Administrator Tiffany Sandefur, City Clerk Telina Allred, Deputy Clerk Elissa Lee, and Assistant to the City Administrator Melanie Bickford. City Attorney Brian Causey was absent. There were no visitors at the meeting and no representatives from the media were in attendance as well.

Mayor Michael Chidester called the meeting to Order at 12:10 pm.

AGENDA AMENDED: Mayor Chidester asked that the agenda be amended to remove item 2 altogether.

APPROVE BID AWARD OF OLD BYRON SCHOOL DEMOLITION: Motion made by Chris Hodges, seconded by James Richardson to award Eagle Demolition the bid for the Old Byron School demolition with the condition that the entire Request for Proposal Exhibit "A" be met within ten (10) days of the award date and that the RFP exhibit be included in the minutes as well. Those in favor were James Richardson and Chris Hodges. Rusty Adams opposed. MOTION PASSED.

Exhibit "A"

REQUEST FOR PROPOSAL

FOR

Demolition, Removal and Stabilization – Parcel B01E 067

ISSUED: DECEMBER 18, 2024

BIDS DUE NO LATER THAN [10:00 AM ON MONDAY, JANUARY 20, 2025

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**FORMS PROVIDED:**

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

**ATTACHMENTS:**

- A – REQUIRED SUBMISSION DOCUMENTS
- B – SCOPE OF WORK AND SPECIFICATIONS
- C – DEMOLITION ARE

## **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 5 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 Monday, January 20, 2025.**
3. **NO BIDS WILL BE ACCEPTED AFTER THE DESIGNATED TIME.**
4. Bids will be publicly opened in the Office of the Mayor on **Monday, January 20, 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](http://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. 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](mailto: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 five percent (10%) of the total base bid. This bid security shall become payable to the City if the contractor to whom award is made fails to execute a contract with the City and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

**CI. 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**

In order 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

**F. Responsibility**

In order 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. Contractor must own and operate its own demolition crushing equipment that meets or exceeds industry standards.

**G. Validity**

No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

**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 found at Section 36-10-2.2, Official Code of Georgia Annotated.
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 bond and a performance 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 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.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

**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 jurisdiction in which 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 benefit 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.
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. 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 County 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 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. 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 each accident, \$1,000,000 disease, \$1,000,000 disease policy limit (or such other higher amount as is required by County). Coverage must be provided for the Contractor and Contractor’s Members, Executives and Officers. 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 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 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 which 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 an 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. 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 County, copies of the insurance policies (with any premiums or other proprietary information redacted) acceptable to the County establishing that the Contractor has secured the required insurance must be filed with the County prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The County may withhold any payments due Contractor at any time that the County has not received current certificates of insurance (and, if requested by the County, 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 County'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” occur in these specifications, it shall mean 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 understands the bidding documents; and,**
  - b) **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 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 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](mailto:tsandefur@byornga.com)
3. Any subsequent instructions to bidders will be issued in the form of 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 Attachment B and the proposed Contract Documents including, but not limited to, Drawings, project manual, and any addenda issued prior to receipt of bids.
  - a) Addenda 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) Addenda will become part of the Contract Documents when the contract is executed.

**CI. 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 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**

Contractor shall arrange for necessary inspections required by the city, and submit certificates of approval to the City.

**IV. WARRANTY**

The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from 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 site, 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.
  - Contractor will assure 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 20 points
2. Project Approach	–	Maximum 35 Points
3. Demolition Schedule	–	Maximum 20 Points
4. Price	–	Maximum 25 Points
<b>TOTAL</b>		<b>100 Points</b>

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

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ADJOURNMENT: Motion made by Chris Hodges, seconded by James Richardson to adjourn the meeting at 12:21 pm. Unanimous.

Elissa Lee  
Deputy Clerk