

**DEMOLITION**  
**TECHNICAL SPECIFICATIONS**

**Office of Right of Way  
Property Management**

**Georgia Department of Transportation  
One Georgia Center, 14th Floor  
600 West Peachtree Street N.W.  
Atlanta, GA 30308**

*Revision 1d  
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# **DEMOLITION TECHNICAL SPECIFICATIONS**

## **I. SCOPE OF WORK**

All improvements must be completely demolished and removed from their present site. All demolition debris must be removed and disposed of properly in an appropriate landfill or recycled in accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act of 1990 and the Georgia Rules for Solid Waste Management Chapter 391-3-4.

The *Summary: Asbestos Inspection and Pre-Demolition Report* prepared by the Site Inspector and included within this document describes the parcels and specific activities to be performed during the abatement and/or demolition. The Successful Bidder, hereinafter referred to as the Demolition Contractor will also receive *Project Notification for Asbestos Renovation, Encapsulation or Demolition Project* (Project Notification Form). The Demolition Contractor will submit the Project Notification Form to the GA EPD as directed in *Article II. Scheduling*. Work will commence immediately after the Notice to Proceed is issued and will be performed in the time frame established on the submitted Project Notification Form.

Any modification to the contents of the Technical Specifications shall be described in *EXHIBIT 1 – Project Requirements and Scope of Services* issued with the Bid Package

## **II. SCHEDULING**

The schedule for demolition or the removal of the improvements for the subject parcel(s) are critical. The specified time limit for the completed demolition or removal, disposal, and site restoration of this project shall be specified in *EXHIBIT 1 – Project Requirements and Scope of Services*. Liquidated damages will be assessed and a penalty of \$500.00 will be imposed for each day beyond the specified day limit on each parcel.

To meet this schedule, the ten (10) working day notification for demolition must be filed with the Georgia Environmental Protection Division (GA EPD) on the “Project Notification of Asbestos Renovation, Encapsulation or Demolition Project” (Project Notification Form) within 2 days after the Bid Opening and notification of intent to award is made to the successful bidder. Project Notification Forms may now be submitted through the Georgia EPD Online System (GEOS) portal:

<https://geos.epd.georgia.gov/GA/GEOS/Public2/GovEnt/Shared/Pages/Main/Login.aspx>.

Beginning July 1, 2018, all Project Notification Forms must be submitted through the GEOS portal.

After the Demolition Contractor has received the Notice to Proceed, the Demolition Contractor shall make appropriate amendments to the Project Notification Form for the dates and times he/she is scheduled to be on site and commence the demolition immediately. Receipts from a postal service, e-mail confirmations, or a screen shot of the GEOS portal confirming the date of submittal of forms to the GA EPD shall be kept as part of the project records. The Demolition Contractor shall have a copy of the Project Notification Form and any amendments to the Project Notification Form at the site at all times during the demolition efforts. *The Demolition Contractor should be aware that the Georgia Environmental Protection Division does inspect these projects on a random basis and there can be*

***severe penalties if the demolition schedule is not followed or amendments filed as changes occur. The U. S. Environmental Protection Agency, Region IV also inspects the notification forms for compliance with start and completion dates.***

Whenever the Scope of Work includes asbestos abatement work to be performed by a pre-qualified asbestos abatement sub-contractor, it shall be the responsibility of the Demolition Contractor to coordinate the submittal of the Project Notification Form and Completion Notification Form (for asbestos projects). In no instance shall demolition activities be performed until the completion of the asbestos abatement activities and/or approval by the Site Inspector.

### **III. CODES AND REGULATIONS**

The Demolition Contractor will comply with all Federal, State, or local laws or ordinances applicable to this Work during the performance of this Contract.

The Demolition Contractor, his assignees, and successors in also agrees to comply with Regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in Federally-assisted programs of the Georgia Department of Transportation herein defined:

a. Compliance with Regulations: The Demolition Contractor will comply with the regulations of the U. S. Department of Transportation (Title 15, Code of Federal Regulations, Part 8, herein referred to as the “Regulations”) relative to non-discrimination in Federally-assisted programs of the Georgia Department of Transportation. The USDOT Regulations referenced above are herein incorporated by reference and made a part of this Contract.

b. Non-Discrimination: The Demolition Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Demolition Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix A-11 of the Regulations.

c. Solicitations: In all solicitations either by competitive bidding or negotiation made by the Demolition Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor, shall be notified by the Demolition Contractor of the Demolition Contractor’s obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

d. Information and Reports: The Demolition Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Demolition Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Demolition Contractor shall so certify to the Department, or the Federal Highway

Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the Demolition Contractor's noncompliance with non-discrimination provisions of the USDOT Regulations. The Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(1) withholding of payments to the Demolition Contractor under the Contract until the Demolition Contractor complies, and/or

(2) cancellation, termination, or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: The Demolition Contractor will include the provisions of this contract in every subcontract, including procurement of materials and leases pursuant thereto. The Demolition Contractor will take such action with respect to any subcontract, procurement, or lease as the Department, or the Federal Highway Administration may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Demolition Contractor becomes involved in, or is threatened with litigation with a subcontractor, supplier, or lessor as a result of such direction, the Demolition Contractor may request the State enter into such litigation to protect the interest of the State, and in addition, the Demolition Contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### **IV. SITE CONDITIONS**

The Demolition Contractor shall become thoroughly familiar with the requirements of these specifications and with the existing conditions under which the work of this Contract is to be performed. Changes in building conditions and at the site may occur. The Department assumes no responsibility for the actual condition of the improvements to be demolished. Assumed salvage materials or salvage value at the time of the bid is not guaranteed by the Department.

The Department will not be responsible for the condition of improvements, vandalism and damaged or missing equipment and fixtures. No guarantee, expressed or implied, is made as to the quality or condition of the improvements, materials in the buildings, or other improvements.

In no case will the Demolition Contractor be permitted to collect rentals on right of way property or improvements released for demolition.

#### **V. PRE-JOB SUBMITTALS**

Prior to issuing of Notice to Proceed, the Demolition Contractor must furnish:

**a. Certificate of Insurance and Performance Bond**

The Certificate of Insurance and Performance Bond will be submitted as required by the Procurement Office in the Bid Package within the specified period of time prior to the issuance of a Notice to Proceed.

**b. Copies of EPD Project Notification Form or Permits**

Copies of the EPD Project Notification Form or permits as required by any entity prior to the commencement of the demolition shall be submitted to the Site Inspector in accordance with *Section II. Scheduling* of this document.

**c. Copies of Evidence of NPDES Certification (Blue Card minimum)**

Georgia Erosion and Sediment Control Act (GESA) requires all persons involved in land development design, review, permitting, construction, monitoring, or inspection, or any land disturbing activity to meet the education and training certification requirements. For all site supervisory personnel, evidence of this training is required to be submitted.

**d. Copies of Advanced Awareness Training**

Copies of Advanced Awareness Training certificates shall be submitted for individuals trained in the provisions of Federal Regulations (NESHAP/40/CFR Part 61) who are required to be on site during demolition.

**e. Contact information**

Provide contact information for the project supervisor, the point of contact on site.

**f. Dig Permit**

The Georgia Utility Facility Protection Act (GUFPA) was established to protect the underground utility infrastructure of Georgia. GUFPA mandates that, before starting any mechanized digging or excavation work, Georgia 811 must be contacted at least 48 hours but no more than 10 working days in advance to have utility lines marked. Provide the Dig Permit number and effective dates.

## **VI. ASBESTOS-CONTAINING MATERIALS**

Prior to the release of the bid package, an AHERA accredited inspector has inspected the structures on each parcel for asbestos-containing materials. The Summary: Asbestos Inspection and Pre-Demolition Report is included in *EXHIBIT 1 – Project Requirements and Scope of Services* to provide the Demolition Contractor information regarding the suspect asbestos-containing materials previously identified in the structures. The Summary: Asbestos Inspection and Pre-Demolition Report will include *Attachment 1 – Summary of Bulk Samples* that documents all suspect asbestos-containing materials sampled and analyzed for asbestos content. The Demolition Contractor shall have a complete copy of the Summary: Asbestos Inspection and Pre-Demolition Report at the site at all times during the demolition efforts.

Materials identified as asbestos-containing materials shall be removed by a GDOT Right of Way prequalified licensed Abatement Contractor as a subcontractor of the Demolition Contractor. If the Demolition Contractor is a licensed Abatement Contractor, the removal of asbestos-containing materials will be removed by the Demolition Contractor's trained and licensed personnel. The Technical Specifications for Asbestos Abatement are provided in a separate document.

The Abatement Contractor may be required to selectively demolish building components to facilitate removal efforts. Depending upon the abatement efforts necessary, these items that may be selectively demolished or removed include, but are not limited to: furnishings, appliances, plumbing fixtures, cabinetry, lighting fixtures, doors, windows, and decorative molding and trims as well as any paneling or covering that may conceal an asbestos-containing material. Materials selectively demolished to facilitate asbestos abatement will be disposed of properly in waste containers by the Abatement Contractor.

During demolition efforts, suspect materials (such as Transite™ panels, cement-asbestos flues, pipe insulation, flooring concealed under an existing floor system, etc.) previously concealed may be exposed by the demolition efforts. At the time of discovery, these materials should be assumed to contain asbestos until properly sampled by the Site Inspector to verify otherwise.

In the event previously concealed, suspect asbestos-containing materials are discovered, the Demolition Contractor will notify the Site Inspector identified in the Summary: Asbestos Inspection and Pre-Demolition Report within the Bid Proposal Package. The Demolition Contractor will stop all demolition efforts that will further disturb this material until the material is determined to be non-asbestos containing or abated by a Georgia Licensed Abatement Contractor. Provide, as necessary, appropriate notifications or amendments to prior GA EPD Project Notification Forms regarding the increase in asbestos-containing material and/or change in the completion date.

Asbestos requires special handling and is regulated by the Georgia Asbestos Safety Act and the respective promulgated Rules. *The Demolition Contractor should be aware that the Georgia Environmental Protection Division does inspect these projects on a random basis and there can be severe penalties if violations are discovered.*

## **VII. PRE-JOB SET-UP /MOBILIZATION REQUIREMENTS**

To locate each improvement, the Demolition Contractor shall use the address within the Summary: Asbestos Inspection and Pre-Demolition Report as well as contact the appropriate Site Inspector to correctly identify each improvement prior to proceeding with demolition. If no specific street address is available for the improvement, the Demolition Contractor shall use the description listed along with photos, GPS coordinates, and plan sheets to determine location and/or have the site physically located by the Site Inspector.

It is the intent of the Department that utilities to the parcels or structures shall be severed prior to the mobilization of the Demolition Contractor. However, it shall be the responsibility of the Demolition Contractor to verify the status of the various utilities in order to prevent an accident that could result from a utility remaining connected. The Demolition Contractor should be equipped with a water meter stop key wrench to assure that water service to the structure is cutoff prior to demolition.

The Demolition Contractor is responsible for providing electricity and water to each site.

## **VIII. EROSION CONTROL**

The Demolition Contractor will implement erosion control measures in compliance with *TITLE 12. Conservation and Natural Resources Chapter 7. Control of Soil Erosion and Sedimentation O.C.G.A. § 12-7-1 (2009)*. The design of the erosion control measures ~~will~~ shall be provided by NPDES trained and certified personnel.

The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and best management practices (BMPs) prior to, or concurrent with, land disturbing activities. The Demolition Contractor is required to follow all erosion, runoff, and sediment control practices, including erecting of silt fencing or other measures as necessary, as required by local, state, and federal regulations. Further, adjacent property will be protected from any damage that potentially could result from the demolition efforts including runoff or erosion from the site. Erosion control measures will be maintained at all times. Any disturbed area left exposed for a period greater than 14 days shall be

stabilized with temporary seeding and mulch.

## IX. DEMOLITION REQUIREMENTS

The Demolition Contractor is required to remove the structure(s) as described in Exhibit B in its (their) entirety from the subject parcel(s). Specifically, the Demolition Contractor shall remove structures, appurtenances and other improvements, down to bare soil. Unless specified in *EXHIBIT 1 – Project Requirements and Scope of Services*, the structures shall be completely demolished. No portion of a structure shall remain in any location of the parcel or remainder of the parcel. The finished project will be a vacant, mowable lot.

**Only improvements listed on the EXHIBIT 1 – Project Requirements and Scope of Services will be demolished.** If the Demolition Contractor suspects that there is a structure that is in the R/W, but not listed within *EXHIBIT 1 – Project Requirements and Scope of Services*, the Demolition Contractor will not demolish the structure without written approval by the GDOT State Property Manager, Demolition & Removal or the Site Inspector. The Demolition Contractor shall contact the Site Inspector to verify if the structure in question is in the Right of Way (R/W). If it is determined to be in the R/W, a cost for demolition will be negotiated after an Asbestos Inspection has been completed and a change order will be issued. Approval of the demolition of any structure not shown within *EXHIBIT 1 – Project Requirements and Scope of Services* shall be in writing. The Demolition Contractor shall be responsible for all costs associated with removal of an unauthorized structure.

In addition, the Demolition Contractor shall be responsible for the following:

- a. The Demolition Contractor shall provide for the security of the job site during the demolition and site restoration efforts.
- b. The Demolition Contractor is responsible for clearing all human inhabitants from all spaces within the interior of all structures to be demolished prior to demolition.
- c. Before removing any part of a building, all volatile or inflammable materials, such as gasoline, kerosene, benzene, cleaning fluids, and other similar substances, shall be removed/handled as required by regulation and disposed of properly. Any remaining furnishings, clothing, appliances, or rubbish are considered abandoned and must be remove/handled as required by regulations and disposed of properly.
- d. If the structure was abated prior to the demolition efforts, those components of the structures that were not removed prior to abatement may not be used for salvage.
- e. No unstable portions of any building shall be left freestanding or inadequately braced against all reasonable cause of collapses at the end of a day's work.
- f. All rubbish, refuse, dumped material, debris, junk, old automobiles, etc., shall be completely removed from the right of way or easement areas. The right of way shall be left clear of existing trash or debris as well as any debris generated by demolition efforts.
- g. All vegetation, shrubbery, brush, etc. required to be removed to facilitate the demolition of the structures will be removed from the site and disposed of properly.

- h. All concrete slabs within the structure or adjacent to the structure such as garage slabs, carport slabs, porches, and patios at grade level or below grade level (basement or crawl space), concrete foundation walls, and footings must be completely removed to bare soil. Depressions created by the removal of these components shall be filled to match the mean grade or graded and sloped to match the mean grade. Mean grade, when referred to in these specifications, shall be defined as that grade existing adjacent to the foundation prior to demolition. Fill material, if required, shall be clean soil to a 95% compaction. All paved areas or ground slabs within the right of way such as driveways and parking areas are required to be removed except as noted in bid package and will be identified on site by the Site Inspector.
- i. All concrete pool decks, pools, bottom slabs, steel retaining walls, liners, and other in ground pool components shall be completely removed prior to filling. Swimming pools, if any, must be filled to the mean grade. Fill material, if required, shall be clean soil to a 95% compaction.
- j. All sewer connections must be covered with wire mesh and filled with cement completely sealing off all sewers. Refer to *Section X. Septic Tanks* for specific requirements for the removal of septic tanks.
- k. The Demolition Contractor shall take whatever steps necessary to control dust during demolition and removal. Water shall be sprayed to adequately wet the debris to control dust during the entire demolition process.
- l. Improvements shall not be used for storage purposes or cleared lots used as salvage yards or storage areas.

The Demolition Contractor is responsible for finding and properly removing all hazardous material, with the exception of asbestos-containing materials, as required by applicable laws. The removal of these materials, if applicable, will be included in the base price for the demolition of the structure. The Demolition Contractor shall submit an executed "*Certificate of Compliance*". Contract payments and bond releases will not be processed before the "*Certificate of Compliance*" has been furnished and the parcel site has been found to be complete by the Site Inspector.

The Demolition Contractor agrees to assume all liability for both personal and property damages in the removal of the above improvements. The State of Georgia and its authorized agents or consultants of the Department are not liable in any way in connection with the removal of these improvements, etc., from their present location. The Demolition Contractor agrees to indemnify and hold harmless the Department and its authorized agents or consultants of the Department in the Administration of this Contract from any and all claims in connection with construction of this road project due to the failure of the Demolition Contractor to perform in accordance with this Contract. It is the Demolition Contractor's responsibility to have all utilities disconnected prior to demolition.

The Demolition Contractor agrees to indemnify and hold harmless the Department or any of its authorized agents or consultants from any and all claims in connection with removal of hazardous material contained with the improvements to be removed and furnish an executed "Certificate of Compliance" (to be furnished to the successful bidder by the Department) with the payment invoice. Contract payments and bond releases will not be processed until the "Certificate of Compliance" has been received. Failure to properly inspect and test materials will not constitute grounds for adjustments to this Contract.

**The Demolition Contractor agrees that a person with training previously described as Advanced Asbestos Awareness Training shall be on site at all times during the performance of work under this Contract.**

It is further understood and agreed that the Department will not be liable in any way for utility reconnections adjacent to rights of way acquired or to be acquired on this project or any subsequent location of improvements.

## **X. SEPTIC TANKS**

If identified in “*EXHIBIT 1 – Project Requirements and Scope of Services*”, the Demolition Contractor shall be required to remove or close the septic tank in accordance with the following procedures:

- a. The septic tank must be pumped and the contents disposed of in accordance with all federal, state, and local regulations. Provide to the Department, through the Site Inspector, a receipt documenting the pumping and disposal of the contents of the septic tank.
- b. Add two 50# bags of lime to the emptied septic tank.
- c. The septic tank must be cracked or punctured sufficiently to allow drainage through the remaining tank materials after the septic tank is closed and filled.
- d. The lid for the septic tank must be cracked or broken and dropped inside of the remaining tank.
- e. The septic tank will be completely filled with 1 ½ inch gravel.
- f. The gravel will be covered with a water permeable mat allowing water to flow through the gravel and tank walls, keeping the soil outside of the remaining tank.
- g. The tank pit will be backfilled. Fill material, shall be clean soil to a 95% compaction.
- h. The excavated area will be landscaped and grassed in accordance with the Technical Specifications, Section XII.

If a septic tank is discovered that is not identified in “*EXHIBIT 1 – Project Requirements and Scope of Services*”, the Demolition Contractor shall contact the Site Inspector for further instructions and to initiate a change order, if necessary.

## **XI. PLUGGING/SEALING ABANDONED WATER WELLS**

All open pump and dug wells located within the required right of way of the awarded parcel will be temporarily closed in accordance with The State of Georgia Water Well Standards Act, (OCGA 12-5-120--12-5-137) All open wells located within the required right of way of the awarded parcel must be covered with a reinforced four (4) inch thick concrete slab as required for a temporary closure. Mark the concrete slab with a blue painted “W” inside of a blue circle to denote the well and place a 4’ high PVC pipe, spray painted orange, beside the well. Well piping shall not be removed and well holes shall not be filled.

## **XII. SITE RESTORATION REQUIREMENTS**

The site of the demolition shall be graded and filled, if necessary, such that ponding shall not occur in the areas of the demolition after the demolition is completed and site is restored. The right of way property shall remain in a manner that is similar in appearance to the adjacent properties. As the entire area acquired for the right of way may not be disturbed during road improvement projects and may remain as frontage to other properties, it is imperative that the demolition site remain in a finished manner after the demolition efforts are complete. The contractor shall fill and final grade the site to eliminate any depressions and/or holes on the property. Fill material, if needed, shall be clean soil to a 95% compaction and compacted in 6" lifts.

The final grade shall be prepared for landscaping by smoothing or raking the surface to remove **all debris** from the surface. Surface debris includes large dirt clods, rocks, debris from demolition, trash, etc. The soil surface should be smoothed such that ruts and treads from the excavation equipment are not visible. The final grade should be in a condition that it can be maintained by a residential lawn mower.

To stabilize the demolition area and assist in erosion control, the Demolition Contractor shall apply temporary seeding as prescribed in the *Field Manual for Erosion and Sediment Control in Georgia*. Alternative grassing standards may be submitted for review and approval by the Department.

Special provisions may be required on each parcel as noted in the description within *Additional Instructions to the Bidders*. These provisions shall prevail when in conflict with the above requirements.

## **XIII. MOVING OF STRUCTURES**

Houses or other permanent structures, previously abated of asbestos-containing materials, may not be removed from the parcel. The Demolition Contractor may not move any such structure for the purpose of relocation and re-inhabiting the structure nor may the Demolition Contractor sell a previously abated structure to a third party with the intent to relocate and re-use the structure.

Any exception to this demolition requirement will be specified in "EXHIBIT 1 – Project Requirements and Scope of Services" of the Bid Proposal Package and is subject to the approval of the GDOT State Property Manager, Demolition & Removal.

## **XIV. MOBILE HOMES**

No mobile home titles will be furnished to the Demolition Contractor. The Demolition Contractor shall not sell, give away, move, transfer, or dispose in any way other than by demolition any mobile home and/or manufactured home previously abated of any quantity of asbestos-containing materials. The Demolition Contractor shall notify anyone that they sell or give away a mobile home, not previously abated of any quantity of asbestos-containing materials, that titles are not available. Additionally, the Demolition Contractor will instruct this person(s) not to contact Property Management with regard to obtaining a title for a mobile home acquired from the Demolition Contractor.

## **XV. WASTE DISPOSAL**

Waste disposal or recycling from the demolition projects shall comply with the provisions of the Georgia Comprehensive Solid Waste Management Act of 1990 and the Georgia Rules for Solid Waste

Management Chapter 391-3-4. The Demolition Contractor is required to maintain waste shipment records, disposal receipts, or recycling manifests for at least one year after the project is completed to document "proof of proper disposal or recycling". On projects when the Demolition Contractor uses a licensed, pre-qualified asbestos abatement contractor to abate asbestos-containing material, it shall be the responsibility of the Demolition Contractor to collect such records from the Abatement Contractor for submittal to the Site Inspector as part of the Job Completion process. Additionally, the Demolition Contractor is to complete "Certificate of Compliance" submitted at the completion of the job. "

The Demolition Contractor agrees to indemnify and hold harmless the Department from any and all claims in connection with removal and/or disposal of hazardous material contained within the improvement to be removed.

The Demolition Contractor should be aware that on-site burning of structures is not permitted within the right of way or adjacent property under any circumstances and the destruction of trees is not permitted without first receiving permission from the GDOT State Property Manager, Removal & Demolition through a request submitted through the Site Inspector.

## **XVI. INTERIM AND COMPLETION INSPECTIONS**

To verify completion and compliance with the Technical Specifications, the Site Inspector will perform a post demolition final inspection on all projects. The final inspection will occur within 10 days after the Demolition Contractor notifies the Site Inspector that the project has been completed. For projects that fail the visual inspection, the Demolition Contractor will correct any deficiencies and the Site Inspector shall re-inspect the project for completion.

Additionally, the Department reserves the right to perform on-site inspections at any time during the demolition process using a Department representative or Site Inspector.

## **XVII. JOB COMPLETION/REQUEST FOR PAYMENT**

Upon completion of the demolition project, the Demolition Contractor must submit payment request, waste shipment records and/or manifests, and the attached "Certificate of Compliance" in electronic form to the Site Inspector. The Site Inspector will forward the submitted documentation along with final inspection reports to the Department to be processed for payment. Payment and bond release payments will be made within forty-five (45) days after approval of the site by the Site Inspector.

## **XVIII. LIQUIDATED DAMAGES**

It is the intent of the Department that the time schedule for demolition of all improvements shall be enforced. At the discretion of the Department, violations of the time schedule will result in either the removal of the Demolition Contractor from the project and termination of the contract or assessment of liquidated damages.

In the event the Demolition Contractor fails to remove the improvements from the parcel and clear the right of way of all debris, refuse, or rubbish within the specified period of performance, the Department has the option to remove the Demolition Contractor from the project and terminate the contract or impose a penalty of \$500.00 for each day beyond the period of performance. Liquidated damages will be assessed for 10 days past the period of performance. After the 10 days of liquidated damages, the

Department will retake possession of improvements as well as all deposits, payments, and bonds and will terminate the Contract.

Also, upon notice of default, any and all monies on deposit with the Department, either as bond or as deposit on purchases, shall by virtue of the Demolition Contractor's unsatisfactory performance be subject to claim by the Department. Further, such unsatisfactory performance shall vest title to all remaining improvements and/or materials in said Department unless the Demolition Contractor's bonding company assumes responsibility for completing the Contract.

## **XIX. PENALTIES**

As the construction schedule is critical for these projects, the Demolition Contractor must begin work as soon as is practical after the Notice to Proceed. If the work on a specific project has not commenced within two weeks of the Notice to Proceed and the Contracting Officer deems that the work remaining cannot be completed by the completion date as established for that project, the State of Georgia may terminate the Contract.

If the Demolition Contractor fails to meet the time constraints and has been assessed liquidated damages for two instances, the Demolition Contractor will be removed from the pre-qualified Demolition Contractors' List for a period of one year from the date of the second infraction.

Any Demolition Contractor who is found to have non-responsive or disqualified bids will be removed from the pre-qualified Demolition Contractors' List for a period of one year from the date of the second infraction.

Any citation given to the Demolition Contractor by the GA EPD shall be forwarded to the Contracting Officer and the GDOT State Property Manager, Demolition & Removal. The Department may terminate the contract for the Demolition Contractor based on the severity or frequency of citations or non-performance and may remove the Demolition Contractor from the pre-qualified Demolition Contractors' List for a period of one year from the date of the second infraction.

The State of Georgia may cancel, terminate, or suspend the Contract in whole or in part wherein it is determined by the State that the Demolition Contractor is in violation of the Technical Specifications. Additionally, The Demolition Contractor may also be removed from the pre-qualified Demolition Contractor's List if the Demolition Contractor is determined to be in violation of this Contract.

**GEORGIA DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF COMPLIANCE**

Project Number: \_\_\_\_\_ Parcel No.: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ P.O. No.: \_\_\_\_\_

This is certifying that all DEMOLITION was completed in compliance with all Federal and State Regulations as specified and materials that were on the above referenced project were removed and disposed in compliance with all terms and conditions of the Contract.

When asbestos-containing materials have been abated as part of the Contract, this is to further certify that all ASBESTOS -CONTAINING AND CONTAMINATED MATERIALS and other hazardous materials were **removed and disposed** in compliance with all Federal and State Regulations as specified.

Company: \_\_\_\_\_

Owner or  
Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Note: Upon completion of the work, submit this completed form, along with copies of Waste Shipment Records, Manifests, Purchase Order, and Invoice to the Site Inspector and **request that the Site Inspector perform a final inspection of the site.**