



Office of County Commissioners
130 Jacob's Way, Suite 301, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

REQUEST FOR PROPOSALS WITH FEES

ABATEMENT, BUILDING DEMOLITION, HAULAGE OF WASTE
TO PROPER LANDFILL(S) AND SITE STABILIZATION OF
THE OLD COURTHOUSE/ADMINISTRATION BUILDING AT
555 Monroe Street, Clarkesville, GA

PROJECT NO. 2024-10

PROPOSALS DUE:

Wednesday, January 10, 2024
2:00 pm EST

SUBMIT EXPERIENCE, REFERENCES AND PROJECT APPROACH
WITH FEE PROPOSAL SEPARATELY TO:

Purchasing-Finance Department Habersham County
130 Jacob's Way, Suite 302
Clarkesville, GA 30523
purchasing@habershamga.com
(706) 839-0200



Office of County Commissioners
Project No. 2024-10 – 555 Monroe Street
Proposals Due Wednesday, January 10, 2024
2:00 PM EST

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PROJECT DESCRIPTION AND GENERAL NOTES

PROJECT NO.: 2024-10 HABERSHAM COUNTY

PROJECT CONSISTS OF: All work necessary within the Area of Work (see Attachment “A”) for the abatement, demolition, razing, removal and disposal of building(s), structure(s), foundation(s), patio, steps, stairs, ramps, piping, masonry, steel, plumbing, electrical, HVAC, reinforcements, and limited concrete and asphalt that are part of or directly relate to the old courthouse and administration building and its related parcel of land in accordance with this bid and the special conditions herein. The building to be demolished is approximately 29,275 square feet on three floors with a basement (as estimated by a Needs Assessment Report of December 9, 2015, prepared by Precision Planning, Inc.)

Habersham County will also require after removal of improvements that the site conditions in the Area of Work be brought to a smooth grade and seeded with straw in a manner that will adequately address storm water runoff. The selected contractor shall be responsible to ensure a stand of grass is established within the Area of Work. Proper dust, noise, sedimentation, and erosion control shall be provided and maintained by the Abatement and Demolition Contractor throughout this Project. The County desires, if financially to the advantage of the County, to the degree practical, to recycle and divert clean material (i.e., concrete and brick) for use in Public Works projects. The recycled material shall be delivered to and placed in an orderly fashion at the Public Works facility located at 4218 Toccoa Hwy, Clarkesville, GA. However, no materials from the building or site are required by the County for the Contractor to be saved for future use. No materials from the abatement or demolition shall be disposed of in the County’s municipal landfill. If the County determines it to be in the public interest, instead of hauling non-hazardous material elsewhere, the County may approve an alternate to the base proposal to dispose of material from this site in the County C&D landfill at no cost to reduce overall costs of the project.

The building has a working elevator, a working generator, a set of 15 metal letters comprising the phrase “HABERSHAM COUNTY” along Monroe Street, and a windvane atop the cupola, which may have residual salvage value to the County. The County reserves the right to contract separately for removal of these items. However, salvage of the elevator and generator should be included in the proposal fee as separate items in the proposal. Other than these items, the selected Contractor may salvage for their own benefit as part of demolition, if described as part of their Approach, and provided delivery of the completed project is not delayed. Compliance with notice, processes, classification of materials, testing, monitoring and other requirements of the Georgia EPD, US Environmental Protection Agency and any other State or Federal Agency will be the responsibility of the selected Contractor to perform.

METHOD OF SELECTION: Proposal responses will be scored in four areas based on the strength of:

- (1) Documented Prior Work Experience on similar projects, up to 25 points;
- (2) References, up to 20 points;
- (3) Approach to this Project and Schedule, up to 25 points; and
- (4) Proposed fee(s) for Abatement and Demolition up to 30 points.

Proposed fee(s) are to be submitted in a separate sealed envelope from the Prior Experience, References and Project Approach. The Project Approach should explain in detail the Respondent's working knowledge of requirements and procedures for this type of work and how they will approach the abatement and demolition of this project to ensure compliance with all requirements. A detailed project schedule shall be included containing intermediate milestones detailing project completion. The Fee Proposal will be opened only after the Prior Experience, References and Project Approach with Schedule are scored.

Each Respondent's Project Approach, Schedule and Fee may also include a Recycled Materials alternate to the traditional Abatement and Demolition base scenario for recycling of concrete and brick for alternate use(s). The Recycled Materials alternate should describe changes to the Approach, Schedule, and Fees in a clear manner so that the County can determine the benefits, if any, to recycling concrete and brick from this building.

RESTRICTIONS ON COMMUNICATIONS

From the issue date of this RFP until a Contractor is selected and the award is announced, prospective Respondents or their agents are not allowed to communicate for any reason with any County staff or elected officials, except: 1) through the Public Works Director, 2) Proposal Questions submittal, 3) at finalist interviews, if any, or 4) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any respondent violating this provision.

PROPOSAL GUARANTY: A proposal guaranty of not less than five (5) percent of the total bid for the base option shall be required in conjunction with the Fee Proposal. Prior to being awarded the work the selected Respondent/Contract will be required to provide Performance and payment bonds each in a sum equal to the full amount of the bid will be required for this project. No proposal shall be withdrawn for a period of sixty (60) days from date of bid opening. Bidder shall enter all fees in the Fee Proposal for which they will seek reimbursement or compensation, make all extensions and total bid.

NOTE: *All work on this project shall be in accordance with Plans, if any, Federal, State of Georgia, and local laws of Habersham County and the City of Clarkesville, and specifications for Abatement and Demolition agreed upon on as part of the Proposal/Contract process.*

PROJECT-RELATED BACKGROUND

Additional information regarding the building’s design, construction history, and condition, including a recent Paint and Asbestos Inspection and Survey Report of September 27, 2023, prepared by Environmental Technology Resources, Inc. may be obtained via Sharelink by email request to weschmid@rochester-assoc.com . Other than documents to be provided via this method, the County does not know of other relevant reports, studies, plans or similar documents as of the date of advertisement of this RFP. If other relevant materials are identified for addition to the link, an Addendum will be issued. These project-related materials are believed by the County to be important or informative in development of a response and are incorporated here by reference. Respondents are encouraged to review them completely. However, Habersham County makes no claims to their accuracy and Respondents shall rely on them at their own risk.

EXCEPTION TO RFP

Each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP, unless specific exception is clearly noted in the Proposal. An “exception” is defined as the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the respondent provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the respondent’s solution, must be explained in detail. Exceptions, if any, shall be noted in a table of exceptions to be made a part of the Approach section. The County welcomes innovative suggestions and recommendations from Respondents that comply with the specifications and will ensure a successful approach to the Project.

Addendums	Signature
Addendum 1	
Addendum 2	
Addendum 3	
Addendum 4	
Addendum 5	

RFP Timetable

Description	Date
RFP Posted and Advertised	Wednesday, November 8, 2023
Mandatory Pre-Proposal Meeting	2 pm EST, Thursday, November 30, 2023
Deadline for Proposal Questions	5 pm EST, Thursday, December 7, 2023
Submittal deadline	2 pm EST, Wednesday, January 10, 2024

Optional Finalists Interviews	TBD, if needed
Tentative award date	Monday, February 19, 2024
Townhall Presentation of Scope	Tuesday, March 12, 2024
Project Completion Date	Per Proposal/Contract, 2024

Proposal Submittal Requirements

The **mandatory pre-Proposal** meeting will be held on Thursday, November 30, 2023, at 2:00 PM EST at the project site, 555 Monroe Street, Clarkesville, GA 30523. Attendance at the pre-Proposal meeting of an owner or full-time employee of each Contractor is required in order to submit a bid for this project. Potential sub-contractors are welcome but are not required to attend.

To be considered responsive, Proposals are to be submitted in two large envelopes clearly showing the responding firm, the RFP number, and identifying the contents. Envelope One should contain an original proposal response document with wet ink signatures on required forms. Five complete duplicate copies should be enclosed for use by the review panel. Each Proposal response should address the first three selection criteria: Work Experience, References, and Project Approach & Schedule.

The total Proposal may be up to a maximum of 50 pages of 8 ½“ x 11” size with 10 pt font minimum. Each side of a printed page shall count as one page. Paper of up to 11” X 17” may be substituted for 8 ½“ x 11” but shall count as two pages. Two-side printed 11” x 17” shall count as a total of four pages.

Envelope One contents will be scored based on the strength of Documented Prior Work Experience on similar projects (up to 25 points), References (up to 20 points), and Approach to this Project with Schedule (key milestone dates) (up to 25 points).

Envelope Two contents shall be the Fee(s) Proposal form with the Proposal Guaranty. Each Fee(s) Proposal form may include an alternate to the base proposal fee and changes to key dates, if any, resulting from the impacts of recycling on- or off-site of concrete and brick for alternate use(s). The changes to fees, and/or key milestone dates, if any, associated with the base scenario and the recycling alternative shall be described in a clear manner so that the County can determine the relative cost/benefit.

Envelope Two is to contain only one (1) original and five (5) copies of the Fee Proposal form and a flash drive on which pdfs are saved of a digital copy of scans of the entire Proposal, signed required forms, Fee Proposal form with alternate and Proposal Guaranty. Envelope Two will not be opened and scored by the review panel until after the contents of Envelope One are scored and tallied. Base proposals and recycling alternates may receive different scoring.

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

Proposal Requirements – Envelope One Details

- a. Summary statement of qualifications not to exceed four (4) pages in length with minimum 10 pt font, consisting of: (1) Name, address, licenses held, number of personnel and history of the Respondent, including prior company names; (2) Affiliated and/or subsidiary companies; (3) Names, addresses, number of personnel and licenses held by sub-contractors to be used on the Project; (4) Specialized capabilities of personnel and equipment which you believe are relevant to the current opportunity; (5) bonding capacity; (6) current construction/demolition value of combined work in process as Prime.
- b. A single (1) page Reference Projects Summary Table identifying between five (5) and ten (10) reference projects of similar size and complexity as this project, completed in the past five years (or underway) for public or private entities in Georgia (GDOT or other state entity, Counties, Cities or Authorities, private landowners) where the Respondent served as Prime Demolition Contractor. If the project involved asbestos abatement, the licensed asbestos removal contractor should be identified. Include Building Name and Size, Extent of Abatement, Owner's Name and contact information, and Total Demolition Costs. The balance of this page may be used to provide information about your firm that you believe is relevant in the present case and would be of interest to the review panel.
- c. Reference Project detail sheets (five or more, but not to exceed ten), each of no more than one page length, corresponding to and in the same sequence as presented in the Reference Projects Summary Table. At a minimum include Building Name and, Jurisdiction, Contact Name who will serve as a reference, description of the project, original bid amount, final amount paid to the Contractor and Contact phone number and email address. The balance of response to this section should, at a minimum, address the Respondent's experience with expedited abatement and demolition and describe what aspects of the reference project are most like the current opportunity.
- d. Project Manager, Alternate Resumes – Provide synopsis resumes not to exceed one page each for the individual you will assign as the Project Manager for the duration of the project, if selected as Contractor, and for one alternate individual.
- e. Project Approach – Provide no more than ten (10) pages of information as to how you propose to approach and perform this Project without recycling (Base Approach and Schedule) and an option with recycling (Recycling Approach and Schedule). This information should be in layman's language and without excessive use of acronyms or trade jargon.
- f. Optional Additional Information – Up to the 50 total pages limit for the Response, provide whatever other information in narrative form or pictures that you believe to be relevant and important for the County to know about your general qualifications, specific capabilities, reference projects, litigation history, reputation,

and approach to the project. This might include, but is not limited to awards, media coverage, other work for local governments, specialized equipment, advanced training, certifications of key personnel to be working on site, safety records, etc. The Additional Information section should include the Respondent's proposed specifications for Abatement of Asbestos for a Building to be demolished (as distinguished from specifications for a partial abatement for reuse) and Demolition of a building (as distinguished from Selective Demolition). The proposed Specifications will be scored as part of the Project Approach.

Each Respondent must submit the two envelopes comprising their proposal, in a sealed envelope or box, and marked with the Respondent's name and address labeled: "RFP 2024-10" and addressed to:

Habersham County Purchasing, Finance Department
130 Jacob's Way, Suite 302
Clarkesville, GA 30523

Proposals shall be received no later than 2:00 PM EST, Wednesday, January 10, 2024, at Habersham County's Administration Building, Board of Commissioners Meeting Room, Room 211 located on the main level at 130 Jacob's Way, Clarkesville, GA 30523, at which time and place all proposals will be publicly opened and acknowledged.

Hand delivered copies may be delivered to the attention of Tim Sims, Finance Director, at Suite 302 at 130 Jacob's Way, Clarkesville, GA 30523 ONLY between the hours of 8:00 AM and 5:00 PMEST, Monday through Friday, excluding holidays observed by the Habersham County Government. For a complete listing of holidays please visit www.habershamga.com.

SPECIAL PROVISIONS

EXPERTISE OF CONTRACTOR: Because of the building's location and condition, the Project may be considered complex, high-profile work. If awarded the work, Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgement to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this agreement. The Contractor agrees to use its best efforts, skill, judgement, and abilities to perform its obligations and to further the interests of the County and the Project in accordance with the County's requirements and procedures, and the Contractor shall employ only persons duly qualified in the appropriate areas of expertise to perform the Work described in this agreement.

Awarded Contractor will be required to coordinate with and acquire a demolition permit from the City of Clarkesville along with any required land disturbance or state required permits. A final inspection and approval by the City of Clarkesville Building Department and Habersham County Public Works Department will be performed before final payments will be approved by Habersham County.

PROPOSAL GUARANTY: No proposal will be considered responsive unless accompanied by a Proposal Guaranty consisting of a bid bond, certified check, or negotiable instrument in the amount of **Five (5) Percent** of the total bid received with each base bid without recycling alternate submitted as assurance that the bidder, upon acceptance of his/her bid, can execute such contractual documents as may be required within a specified period of time.

DELIVERY OF PROPOSAL: Each response shall consist of two packages. The first package shall contain the Proposal Response (not to exceed 50 pages) as one (1) original with five (5) copies. The second shall contain the Fee Proposal together with the Proposal Guaranty, as one (1) original of each with five (5) copies, and one (1) new virus-free flash-drive containing the entire proposal package. Both shall be in sealed envelopes so marked as to identify the contents without being opened. Proposals will be received until the time and date set in the Notice to Contractors for opening and must be in the hands of the officials indicated by that time. Proposals received after the time established for opening of bids will be returned unopened to the Respondent.

AWARDS OF CONTRACT: If a contract is awarded, it will be awarded to the Respondent with the highest total score whose Proposal shall have met all prescribed requirements. If the highest scoring Respondent chooses not to Contract within 15 calendar days after Notice of Award its Proposal Guaranty shall forfeit to the benefit of the County and the County will move to Contract with the next highest scoring Respondent.

CANCELLATION OF AWARD: The County reserves the right to cancel the Award of any Contract at any time before the execution of said Contract by all parties without any liability against the County.

RETURN OF PROPOSAL GUARANTY: All Proposal Guaranties except that of the top three (3) highest scoring Respondents will be returned immediately following the Award of the Contract. The Guaranty of the successful Bidder to whom the Award is made will be retained until the Contract Performance and Payment Bonds have been approved. The two others will be returned when the Award is made.

REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS: At the time of the execution of the Contract, and as part thereof, the successful Bidder shall furnish Performance and Payment Bonds each in the sum equal to 100 percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent, it shall be countersigned by a Georgia resident agent in accordance with laws of Georgia.

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE AS WELL AS WORKER'S COMPENSATION AS REQUIRED BY STATE STATUTES.

PAYMENTS: Payment will be made to the contractor each calendar month based on the estimated amount of work completed in place as prescribed by the County's standard practices.

NOTICE TO PROCEED: As part of any contract which may result from this RFP, the selected Contractor will be required to participate in one pre-mobilization public town-hall meeting at such time and place as may be determined by the County. The purpose of the meeting will be to give the general public insight into the approach to, terms of, and schedule for work selected by the County for the Contractor to perform (readiness & mobilization, remediation, and demolition). The work shall begin in accordance with the Schedule of the selected proposal and shall be carried through to completion without unreasonable delays and without suspension of the work unless authorized in writing by the County. The County reserves the right as part of a contract to have the selected Contractor participate in a second public information meeting at the transition from abatement to active demolition. If there are unreasonable delays or unauthorized suspensions of the work, The County reserves the right to charge the Contractor, not as a penalty, but as liquidated damages as prescribed by OCGA 36-21-94 and detailed per the Terms & Conditions.

RETAINAGE: Retainage will be withheld at the rate of five (5) percent of the monetary value of the work completed until the project has reached Fifty (50) percent complete. At that time the retainage may be reduced to two and one half (2 ½) percent if the status of the work is satisfactory and approved by the Director. Retainage will not accrue interest. Final Payment of the amounts withheld will not be made until the project has been satisfactorily completed and accepted by the

Director of Public Works of Habersham County.

E-VERIFY REQUIREMENT: All bidders shall provide a signed E-Verify affidavit with bid. Bids will not be considered without the Contractor's affidavit. The successful bidder is responsible for obtaining a signed E-verify affidavit from each Subcontractor and Sub-subcontractors, if any.

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INSURANCE REQUIREMENTS:

The Limits of Liability for the insurance by the General Conditions shall not be less than the following amounts:

A. WORKERS COMPENSATION:

- | | |
|--|-------------|
| (1) State | Statutory |
| (2) Applicable Federal (e.g. Longshoreman's) | Statutory |
| (3) Employer's Liability | \$1 Million |

B. Comprehensive General Liability (including Contractual Liability, Premises-Operations; Independent Contractor's Protective; Products Liability – Completed Operations; Broad Form Property Damages):

- | | |
|--|---|
| (1) General Aggregate (Except Products – Completed Operations) | \$2 Million |
| (2) Products – Completed Operations Aggregate | \$1 Million |
| (3) Personal and Advertising Injury (per Person/Organization) | \$1 Million |
| (4) Each Occurrence (Bodily Injury) | \$1,000,000 each occurrence |
| (5) Each Occurrence (Property Damage) | \$1,000,000 each occurrence |
| (6) Excess or Umbrella Liability | \$3 Million |
| a. General Aggregate | \$3 Million |
| b. Each Occurrence | \$3 Million |
| (7) Comprehensive Automobile Liability Insurance | |
| a. Bodily Injury | \$1,000,000 each person; \$1,000,000 each occurrence |
| b. Property damage | \$100,000 each occurrence; combined single limit of \$250,000 |
| c. Combines single limit per accident of property damage and bodily injury | \$2,000,000 |

NOTICE TO ALL BIDDERS: Certificates of Insurance must be available at the time the contract is signed by the Board of Commissioners.

INSURANCE

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE, WORKER'S COMPENSATION LIABILITY INSURANCE, AND ANY OTHER INSURANCE REQUIRED BY APPLICABLE STATE, FEDERAL, AND ADMINISTRATIVE LAW.

Such proof shall be submitted with the bid/proposal and show evidence of insurability satisfactory to Habersham County as to form and content. If the bid is selected by the County, the Bidder must maintain, at a minimum, the insurance policies and minimums indicated in the selected bid. If the Bidder maintains broader coverage and/or higher limits than shown in the bid, Habersham County shall be entitled to coverage for the higher limits maintained by the Bidder.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Habersham County. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Bidder shall provide written notice to Habersham County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered.

Certificates of Insurance are to list Habersham County Government, its' Officers, Officials and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability). This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Habersham County. If Habersham County shall so request, the Bidder will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The obligations for the Bidder to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Bidder from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

Questions, Interpretations and Addenda

The County reserves the right to amend this bid prior to the proposal due date by issuance of addendum/addenda. All addenda, if any, will be posted to the County website at www.habershamga.com . The County will not be responsible for any oral or other unofficial interpretation of any element of this Bid or its related documentation.

No inquiries or interpretation of meaning concerning this Request for Bids will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to Purchasing at purchasing@habershamga.com all questions and all answers will be posted on the website www.habershamga.com. **It will be the responsibility of interested parties to periodically check the website for any new information and/or addenda.**

Project Summary Sheet

Project No. 2024-10

Address	Site Location	Description of Work
555 Monroe Street Clarkesville, GA	Old Courthouse/ Administration Building	On-site Abatement and Demolition of approximately 29,275 SF building and its related systems with stabilization of the site.

Summary of Quantities

Project No. 2024-10 Habersham County

I.D No.	Project Name	Abatement and Demolition of one (1) building
1	Old Courthouse/Admin Building at 555 Monroe (Downtown Clarkesville)	1
Total		1

DETAILS
PROJECT NO. 2024-10

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC:

RESPONSIBILITY FOR CLAIMS: The Contractor shall indemnify and save harmless the County, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding THE WORK; or through use of unacceptable materials in constructing THE WORK; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered from any infringements or patent, trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

TRAFFIC CONTROL DURING CONSTRUCTION:

Traffic Control during Construction shall be the sole responsibility of the Contractor. Reference GDOT Standard Traffic Control Detail for Lane Closure on Two-Lane Highway, Number 9102, for minimum acceptable Traffic Control. All traffic control devices used during construction shall be in full compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Pilot vehicles, flaggers or other reliable means of communication shall be used to control traffic in the vicinity of the demolition area at all times trucks are entering or leaving the site, unless other methods are approved by the Director. The Traffic Control Plan should be clearly described in the proposal response.

The sidewalk in the right-of-way on the north side of Monroe Street immediately adjacent to the building may be closed to public access during the period of work.

Within the Area of Work the County is providing sufficient area for anticipated work to be performed. Portions of the site outside the Area of Work, including trees, shrubs and parking lots, above and underground utilities are restricted. Any damage which occurs by the actions or neglect of the Contractor and their Sub-Contractors shall be the responsibility of the Contractor to repair in a timely fashion at their sole expense to the satisfaction of the County.

Work will be performed, Monday through Friday, beginning at 6:30 am and ending at 3:30 pm. If directed, restrictive hours may be applied to the project to accommodate activities and events in the downtown area. Phasing of work may be required to ensure protection of materials before opening to vehicular traffic.

All erosion control items not covered elsewhere in the contract shall be the responsibility of the contractor to meet the requirements of Chapter 7 of Title 12 of the Official Code of Georgia Annotated, the Erosion and Sediment Control Act of 1975, as amended.

A schedule shall be provided to indicate the time-frame to begin and complete the phases of abatement and demolition. This is to include all coordination with utility providers to minimize interference or delays that might affect day to day operations of adjacent or nearby property owners or businesses.

Existing utilities that are part of the public infrastructure that may be affected by the demolition will need to be protected and or removed as deemed necessary by the City of Clarkesville for water and sewer and by the respective utility provider for other utilities. Coordination with the appropriate service companies will be the responsibility of the demolition contractor. Service outages will need to be at a minimum and scheduled in advance with at least 24-hour notice or more to all affected parties. The selected abatement and demolition Contractor will be required to attend a pre-abatement and a pre-demolition coordination meeting (two meetings) with utility service providers and the County to coordinate service removals before starting demolitions.

Awarded Contractor bidder shall cap, reroute, reconnect, disconnect or make safe any and all services that are to remain in use either permanently or temporarily in a manner that will not interfere with the operation of any facilities either on site or adjacent to the project area.

Protection of adjacent properties, streets, curbs & gutters, driveways, sidewalks, sewer and storm water inlets, water and power as well as all best management practices (BMPs) related to erosion and sediment control shall be maintained at all times. Any obstruction or temporary closure of streets, sidewalks or other City infrastructure will not be allowed unless prior approval is obtained from the City of Clarkesville.

Dust control measures will need to be provided, as well as demolition site protection to include fencing, barricades, signage, and warnings to limit or prohibit unauthorized access. All standard safety practices as recognized by industry standards shall always be observed and adhered to.

The Contractor shall cap, reroute, reconnect, disconnect, or make safe any and all services that are to remain in use either permanently or temporarily in a manner that will not interfere with the operation of any remaining facilities either on site or adjacent to the project area.

All materials, debris, rubbish, scrap and equipment resulting from abatement activity shall be properly removed from the building and site and promptly disposed of in a hazardous materials cell of a licensed landfill. Other materials, debris, rubbish, scrap and equipment resulting from the building and site's demolition, unless otherwise indicated, shall be properly removed from the demolition site and promptly disposed of, unless a recycling option is chosen by the County, by the contractor on a timely schedule in a construction and demolition landfill or other approved area. There will be no stockpiling of material on site beyond three (3) days.

When demolition is complete, the site shall be graded, seeded and strawed and left in a clean, reasonably smooth, stabilized, mowable condition with the necessary silt fencing and or other BMP materials in place. If fill dirt, sand or other material is needed to provide the level of

completion as noted above the contractor will be responsible for such materials.

The Contractor shall maintain records of disposal records from the receiving facility(ies) and shall provide original documents by hand delivery to the County Project Manager on the basis of no less than once monthly during the abatement/demolition/disposal periods.

Schedule of Items for Envelope Two

Item No.	Item Description	Time-frame (per proposal)	Unit	Qty.	Unit Price	Extended Item Cost
1.1	Permitting	Begin: End:	LS	1	\$ -	\$ -
2.1	Mobilization	Begin: End:	LS	1	\$ -	\$ -
3.1	Removal, haulage and disposal of Regulated asbestos-containing Materials in accordance with Federal and State Laws, Rules and Regulations	Begin: End:	LS	1	\$ -	\$ -
4.1	Traffic Control	Begin: End:	LS	1	\$ -	\$ -
5.1	Demolition of Old Courthouse and related systems	Begin: End:	LS	1	\$ -	\$ -
6.1	Fill Dirt – Hauled, Installed and Compacted	Begin: End:	LS	1	\$ -	\$ -
7.1	Grassing, Temporary and Permanent	Begin: End:	AC	0.5	\$ -	\$ -
SUB-TOTAL BASE BID: (For each item below circle each item as an Add or Deduct as applicable)						
Add (+) / Deduct (-) for Salvage of Elevator to benefit the County					(Add + / Deduct -)	\$ -
Add (+) / Deduct (-) for Salvage of Generator to benefit the County					(Add + / Deduct -)	\$ -
Add (+) / Deduct (-) for Recycling of Brick and Concrete					(Add + / Deduct -)	\$ -
Add (+) / Deduct (-) for Disposal of Nonhazardous Material at Habersham C&D Landfill					(Add + / Deduct -)	\$ -

TOTAL BID (All adds/deducts) _____

TOTAL DAYS (All adds/deducts) _____

Submitted By: _____
Name of Corporation, Partnership, Individual

Address: _____

Signature of Duly Authorized Representative

SIGNATURE SHEET

PROJECT NO.: 2024-10
HABERSHAM COUNTY

BID SUBMITTED

BY: _____
(Print Name of Firm)

CONTRACT EXECUTED ON BEHALF OF THE CONTRACTOR:

This the _____ Day of _____, 2024

BY: _____ TITLE _____
Printed Name of Official Signing Contract

WITNESS FOR THE
CONTRACTOR _____



CONTRACT EXECUTED ON BEHALF OF HABERSHAM COUNTY:

This the _____ Day of _____, 2024

BY: _____
Habersham County Commission Chairman

WITNESS FOR THE
COUNTY _____

CONTRACT ACCEPTED BY THE COUNTY ON _____, 2024

ATTEST: _____ COUNTY COMMISSION CLERK

BIDDERS DECLARATION

Project Number 2024-10
Habersham County

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the requirements.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form demonstrating coverage in the amounts required and naming the County as an Additional Insurance will be provided before the commencement of any work.

This bid may be withdrawn by requesting such withdrawal in writing at any time prior to Wednesday, January 10, 2024, at 2:00 pm but may not be withdrawn after such date and time.

That Habersham County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Habersham County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that Habersham County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder’s non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

CONTRACTOR'S CERTIFICATON

DRUG- FREE WORKPLACE

STATE OF GEORGIA
HABERSHAM COUNTY

PROJECT NO. 2024 #TBD

I hereby certify that I am a principle and duly authorized representative of

Whose address is _____

And that:

1. The provisions of Section 50-24-1 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the contractor's employee's during the performance of the contract; and,
3. Each subcontractor hired by the Prime Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Prime Contractor shall secure from the subcontractor the following written certification: "As a part of the subcontracting agreement with _____ certifies to the Prime Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia annotated Section 50-24-3": and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale distribution, possession, or use of an uncontrolled substance or marijuana during the performance of the contract.

Date: _____

Signature

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any member of their firm, have in any way, directly or indirectly, entered into any arrangement or agreements with any other bidder, or with any public officer of the County whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given, or is to give to such other bidder or public officer anything of value whatever; or such affiant or affiants or either of them has not, directly or indirectly; entered into any arrangement or agreement with any other bidder(s), which tends to, or does lessen or destroy free competition in the letter of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any understanding or agreement of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Contractor: _____

By: _____
 Authorized Contractor Representative

This the _____ Day of _____, 2024

Notary Public: _____

My Commission Expires: _____, 20____



Office of County Commissioners
130 Jacob's Way, Suite 337, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

STATE OF GEORGIA

E-Verify PROGRAM VENDOR/CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

EEV / Basic Pilot Program User ID Number (E-Verify)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent Signature

Contractor Address

Title of Authorized Officer or Agent of Contractor Above

Company / Contractor Name

Contractor City, State, Zip Code

Date of Contract between Contractor and Habersham County

Sworn to and subscribed before me

This _____ day of _____, 20__

Notary Public

My commission expires: _____

** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).*

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ <input type="checkbox"/> Other (see instructions) ^a	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ATTACHMENT “A” – Area of Work

(An aerial view of the site with the proposed limits of demolition activity in the parking lot marked)

