

INVITATION TO BID

BID NO. 21-0087-4

CHATHAM COUNTY SLIP 1 DREDGING

PRE-BID CONFERENCE: 10:00 AM, JULY 28, 2021

BID OPENING: 2:00 PM, AUGUST 11, 2021

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH A. ADAMS

R. JONATHAN HART
COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.**

GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

SURETY REQUIREMENTS - **A Bid Bond of 5% with this ITB.**

PROPOSAL

PLANS/SPECIFICATIONS – Plans **must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdwest@cdrepro.com.**

BID SCHEDULE

PERFORMANCE BOND – **Required at the time of contract.**

PAYMENT BOND – **Required at the time of contract.**

CONTRACT

LEGAL NOTICE

ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT, E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, F. M/WBE PARTICIPATION REPORT, G. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS,

DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.

COUNTY TAX CERTIFICATE REQUIREMENT - Contractor must supply a copy of their Tax Certificate from their location in the State of Georgia, as proof of payment of the occupational

tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER
CITY _____
COUNTY _____
OTHER _____

The Chatham County of Commissioners have established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with at least 51% ownership by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Woman _____

In the award of "Competitive Sealed Proposals", minority/female participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) _____

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
DATE

SIGNATURE

TITLE: _____

COMPANY: _____

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE - SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1622

Date: July 2, 2021

BID NO. 21-0087-4

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, AUGUST 11, 2021.** The County reserves the right to reject all bids that are non-responsive or not responsible.

Instructions for preparation and submission of a bid are contained in this Invitation To Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

A **Pre-bid Conference** has been scheduled to be conducted at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on JULY 28, 2021, at 10:00 AM.** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are strongly encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the **Chatham County Purchasing Ordinance and Procedures Manual**, Article VII - Disadvantaged Business Enterprises Program.

This project IS a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.25 for MBE/WBE participation goals.

INSTRUCTIONS TO BIDDERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Bids:** All bids shall be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.3 **How to Submit Bids:** All bids shall be:

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.

1. **Mailing Address: Chatham County Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

2. **Hand Delivery: Purchasing Director, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
 - b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
 - c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days after the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or

request for proposals.

- 1.11 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.12 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.13 **Local Preference:** On 27 March 1998, the Board of Commissioners adopted a "**Local Vendor**" Preference Ordinance that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the "right to first refusal". "Local Vendor" is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County AND all real and personal property taxes are paid prior to award of a contract or purchase. "**NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS.**" However, contractors are encourage to apply the same method when awarding bids to local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy.
- 1.14 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

1.15 **Performance Evaluation:** On 11 April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date. Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.

1.16 **Payment of Taxes:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

1.17 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008 :

***Residential - Basic Contractor** (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).

***Residential - Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).

***General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

See "Checklist for Submitting Bid" for the type of license required for this project.

1.18 **Immigration:** On 1 July , the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility.

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required Georgia's counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the County are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

Protection of Resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty

material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder

whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.

2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.15 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.

NOTE: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

2.16.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of

- the firm Chatham County is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

Chatham County as an Additional Insured: Chatham County invokes the defense of sovereign immunity. In order not to jeopardize the use of this defense, the County **is not** to be included as an Additional Insured on insurance contracts.

2.16.2 **Minimum Limits of Insurance** to be maintained for the duration of the contract:

- a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

2.16.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting

Period and the reason(s) for invoking this option.

- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.16.4

Additional Coverage for Specific Procurement Projects:

- a. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if tail coverage has been purchased and the duration of the

coverage.

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.
Minimum Limits: All-Risk coverage equal 100% of contract value
Coverage Requirements: Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.
- 2.17 **Compliance with Specification - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.20 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
- a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please

consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.21 Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- b. Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- e. Whether the bidder has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantaged Business Enterprises and Small Business Enterprises.

2.22 Owner's Right to Negotiate with the Lowest Bidder:

In the event all responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

2.23 Debarred or Suspended Subcontractors.

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion

listing, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 **Cone of Silence:**

Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

2.25 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/female, small and disadvantaged business participation in construction, professional services, and general procurement.

a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "Good Faith Effort" in obtaining the goal established for M/WBE participation.

b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Female Business Enterprise participation.

Goals established for this project is 30% Combined.

c. A Minority/Female Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.

2.26 **LIQUIDATED DAMAGES:** Failure to complete all work within **150** calendar days plus any extension authorized in writing by the County shall entitle the County to deduct as "Liquidated Damages" from the monies due the Contractor the amount of **\$1,000** for each calendar day in excess of the authorized construction time.

- 2.26 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. **For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, or (912) 652-7951 fax. Email: cheyward@chathamcounty.org**

- 2.27 **GEORGIA OPEN RECORDS ACT** - The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

Responses to RFPs shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners.

The vendor and their bid price in response to ITBs will be read allowed at public bid openings. After Bid Tabulations, the ITB shall be available for public viewing.

Chatham County shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the County, at any time during the solicitation evaluation process.

- 2.28 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.

- 2.29 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those

specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion.

2.30 **REFERENCES - \$500,000 or more:** For bidders to be responsive each must provide information on the most recent five (5) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

a. Project Name: _____

Location: _____

Owner: _____

Address: _____

City and State: _____

Contact: _____

Phone & Fax: _____

*Architect or Engineer: _____

Contact: _____

Phone & Fax: _____

b. The awarded bid amount and project start date.

Final cost of project and completion date.

Number of change orders.

Contracted project completion in days.

Project completed on time. Yes _____ No _____ Days exceeded _____.

List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.

Has contractor ever failed to complete a project? If so, provide explanation.

Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government. Provide in the format as in (a) above on the attached form.

Failure to provide the above information may result in your firm's bid being rejected and ruled as non-responsive.

NOTE: FORMS FOR YOU TO FILL OUT FOR YOUR REFERENCES ARE ATTACHED TO THE BACK OF THIS BID PACKAGE.

ADDITIONAL CONDITIONS

3.1 **METHOD OF COMPENSATION.** The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.

Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices shall be submitted each month until the Project is completed. Invoices shall be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work under Sections I-8, 9, and 10 of the contract. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the County shall retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the County, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained may be further reduced at the discretion of the County.

The CONTRACTOR may submit a final invoice to the County for the remaining retainage upon COUNTY'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the COUNTY to the

CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents,

or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

3.3 **SURETY REQUIREMENTS and Bonds:** (check where applicable)

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.**

- B. Contractor(s) shall be required at time of contract to shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.**

- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.**

- D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.**

- E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.**

3.4 **WARRANTY REQUIREMENTS:**

- a. Provisions of item 2.7 apply.
- b. Warranty required.

- X
 - 1. Standard warranty shall be offered with bid.
 - 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.5 **TERMS OF CONTRACT:** (check where applicable):

- a. Annual Contract (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)
- b. One-time Purchase
- X c. Other **ONE TIME CONTRACT**

3.6 **AUDITS AND INSPECTIONS:**

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination of all its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CHATHAM COUNTY PURCHASING OFFICE WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____ 20 _____.

BY _____

SIGNATURE

TITLE

COMPANY

Phone / Fax No's. / e-mail

CHATHAM COUNTY, GEORGIA

SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid **is** required to be submitted with each bid.

Performance and Payment Bonds for one hundred percent (100%) of the bid **shall** be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Chatham County Purchase Order, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with Chatham County to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges Chatham County's right to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;
- E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 21-0087-4

CHATHAM COUNTY SLIP 1 DREDGING

The project is located on Hutchinson Island adjacent to the existing Westin Hotel. The project is located within the corporate limits of the City of Savannah. Previous projects have installed bulkheads and supports around the slip, while future projects will construct a pedestrian pathway around the slip, develop a marina in the slip, and develop the upland areas east of the slip. The area can be accessed from US 17 via the Island's road network and from the Savannah River.

The slip area between the bulkheads contains accumulated sediment, underlying soils materials, timber structures, and other known and unknown debris. The scope of work for the project is the removal of all the materials encountered in the slip down to the specified design elevation and the disposal of the removed materials off site by the Contractor. Mechanical excavation is the preferred method of removal due to the anticipated debris, but other methods proposed will be considered.

This shall be a Line Item contract.

COMMENCEMENT AND COMPLETION:

WORK SHALL BEGIN WITHIN 10 DAYS AFTER RECEIPT OF "NOTICE TO PROCEED". ALL WORK SHALL BE COMPLETED WITHIN 150 CALENDAR DAYS AFTER THE TEN DAY PERIOD.

SLIP 1 DREDGING
 HUTCHINSON ISLAND
 JULY, 2021
 BID SCHEDULE

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1.	Mobilization	JOB	LUMP SUM	_____
2.	Project Management/ Operations, including progress surveys and planning	JOB	LUMP SUM	_____
3.	Material removal	152,000 CY	_____	_____
4.	Erosion Control	JOB	LUMP SUM	_____
5.	Standby time per day	14 Days	_____	_____
6.	Field Condition Allowance	JOB	LUMP SUM	200,000
TOTAL ALL WORK				\$ _____

 NAME/ TITLE

 COMPANY

 ADDRESS

 PHONE/ FAX

 EMAIL

SPECIAL CONDITIONS

SECTION 01600

PART 1 – PROJECT DESCRIPTION

The project is located on Hutchinson Island adjacent to the existing Westin Hotel. The project is located within the corporate limits of the City of Savannah. Previous projects have installed bulkheads and supports around the slip, while future projects will construct a pedestrian pathway around the slip, develop a marina in the slip, and develop the upland areas east of the slip. The area can be accessed from US 17 via the Island's road network and from the Savannah River.

The slip area between the bulkheads contains accumulated sediment, underlying soils materials, timber structures, and other known and unknown debris. The scope of work for the project is the removal of all the materials encountered in the slip down to the specified design elevation and the disposal of the removed materials off site by the Contractor. Mechanical excavation is the preferred method of removal due to the anticipated debris, but other methods proposed will be considered. There is no available space for disposal of hydraulically dredged material. Upland areas adjacent to the slip are available for staging and temporary storage of removed materials. Compliance with requirements of the NPDES Georgia General Permit is required to the extent indicated on the plans. Minimal impacts to roadway and river traffic are anticipated, but access must be maintained to the docks at the Westin. Soil erosion and sedimentation control measures must be implemented prior to, and maintained during, construction where determined necessary by the owner. There are no known utility features in the area.

PART 2 – CONTRACT DOCUMENTS

2.1 Specifications

01300	Submittal Procedures
01600	Special Conditions
02210	Erosion Control
02480	Grassing
35 20 23	Dredging

2.2 Plans

G001	Cover Sheet
G002	General Notes and Legend
VN101	Overall Existing Conditions Plan
VN102	Debris and Obstructions
B101	Boring Locations
B601	Boring Logs
CN101	Site Development Plan
CN102 – CN105	Detailed Dredging Plans
CN301	Dredging Cross Sections

PART 3 – PRE-CONSTRUCTION INSPECTIONS

A pre-construction conditions video (standard DVD format) is required and must be submitted to the Chatham County Department of Engineering for approval prior to start of any work. Special emphasis shall be given to recording pre-disturbance condition of roadways, walkways, bulkheads, adjacent properties, and other improvements located within or within 100 feet of the project limits. This is in addition to other inspections and surveys required of the Contractor or performed by the County. The video shall be prepared by a photographer having experience in similar work and approved by the County. A voice narrative shall identify location and features of the pre-construction video. A typewritten version of the voice narrative shall be provided upon request. Still photographs with a detailed description log may be substituted for the video provided that level of coverage is similar.

PART 4 – EROSION AND SEDIMENTATION CONTROL

Due to the limited size and nature of the work items included in this project the project is exempt from the need to file an NOI or provide storm water monitoring, and does not need to comply with the requirements of the Georgia General Permit.

The contractor shall be responsible for complying with any applicable sections of the Georgia Water Quality Act.

PART 5– FINES AND LIQUIDATED DAMAGES

5.1 Fine

- A. A \$400 per day fee shall be assessed against the Contractor and withheld from the Contract Price for each and every day that the erosion and sedimentation control plan is not in proper operation. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance with the Georgia Water Quality Control Act.

5.2 Liquidated Damages

- A. Liquidated Damages shall be assessed at \$ 1000 per calendar day for work not completed within the Contract period. The full amount of liquidated damages will be deducted from the final payment to the Contractor.

PART 6– ALLOWANCE

6.1 Field Condition Allowance

- A. The Field Condition Allowance shown on the bid sheet shall belong to Chatham County. The purpose of this Allowance is to allow the County to designate actions associated with completion of the project which are not indicated on the plans, but which are dictated by field conditions. Bidders shall not use this Allowance to assume any Contractor costs known or unknown at the bidding. Chatham County must approve use of the Allowance. All bidders shall include this Field Condition Allowance within their base bid. Any unused allowance shall revert to Chatham County.

PART 7 – SPECIAL REQUIREMENTS OF CONSTRUCTION

1. The work area can be accessed by water from the Savannah River and from US Highway 17 via the Hutchinson Island road network.
2. The Contractor shall comply with all local, state and federal regulations as they pertain to the work.
3. Due to the nature of the work, no restrictions are specifically established on working hours. The Contractor is encouraged to take the adjacent developments into account when developing their work plan so as to limit, to the extent practical, impacts, both physical and sound, on these properties.
4. A detailed construction schedule for the project shall be provided to and approved by Chatham County prior to beginning work on the project.
5. The project site is located on the Savannah River, which is a major shipping channel. The Contractor will schedule and conduct the various work items in a manner which does not impact the river traffic.
6. The adjacent Westin Hotel has docks which are in close proximity to the slip. Some impacts from the work on access to these docks is anticipated, but these shall be kept to a minimum. Limits on access shall be coordinated in advance with the Westin
7. The work will be completed under a permit from the US Army Corps of Engineers. A copy of the permit will be made available to bidders on request. The Contractor shall comply with all applicable sections of the permit document.
8. A limited geotechnical investigation was completed in 2015. The boring locations and logs are included in the plans and are for reference only. The boring locations are in upland area which was partially excavated in the previous project. See notes on plans.

PART 8 – MEASUREMENT AND PAYMENT

8.1 Measurement

The items listed in the bid proposal shall be considered as sufficient to complete the work in accordance with the drawings and specifications. Any portion of the work not listed in the bid form shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the bid form. Payment for the unit shown on the bid form shall be considered to cover the cost of all labor, material, equipment and performing all operations necessary to complete the work in place. The unit of measurement shall be the unit shown on the bid form. Payment for unit price items shall be based upon the actual quantity multiplied by the unit prices. Where work is to be performed at a lump sum price, the lump sum shall include all operations and elements necessary to complete the work. No payment will be made for any material wasted, unused, rejected or used for the convenience of the Contractor.

8.2 Payment

A. Mobilization

Mobilization of equipment and commencement of project. Payment shall be on the basis of the lump sum price in the Bid Proposal and shall not to exceed 5% of the total price bid for the project.

B. Project Management/ Operations

This item shall contain all project management and operations efforts which are to be completed by the Contractor during the course of the work. Costs for insurance, bonds and supervision shall be included in this item. Planning and submittal of required documents shall be included in this item. Completion of progress and final surveys as noted in the documents shall be included in this item. Payment shall be at the lump sum price in the Bid Proposal.

C. Material Removal

This item covers the removal of all material between the bulkheads to the extent shown on the plans, management and maintenance of any temporary stockpiles, and disposal of the removed materials. Measurement shall be by use of progress surveys taken as defined in the documents to determine the volume removed. Payment shall be at the unit price in the bid schedule and shall include all labor, materials and equipment required. Removal of debris located within the work area is included in the pay volume. Overdredge to the limits noted in the documents shall be paid at the unit price in the Bid Proposal.

D. Erosion Control

Payment shall be at the lump sum price in the Bid Proposal and shall include all items required to prevent soil erosion, migration of soil materials via water, and stabilization of all surface areas disturbed by the work. This shall include, but is not limited to, the turbidity curtain, construction exit, silt fence around temporary stockpiles, and temporary and permanent grassing of stockpiles and other surface disturbances.

E. Standby Time per Day

This item is to compensate the Contractor for lost time should the work need to be paused per direction from the County due to permit requirements or field conditions. Payment shall be at the unit price in the Bid Proposal for each day or part of a day when work is suspended. Delays due to operational actions or other causes attributable to Contractor actions will not be eligible for standby time.

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Section specifies procedural requirements associated with Contractor submittals including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Product Data.
 - 3. Samples.
 - 4. Construction Progress Reports.

- B. Refer to Special Conditions and Bid Document requirements associated with administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Performance and Payment Bonds.
 - 2. Insurance Certificates.
 - 3. Applications for Payment.
 - 4. List of Subcontractors.
 - 5. Consent of Surety.
 - 6. Waivers of Liens.
 - 7. Contractor's Statements, Affidavits, and Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with purchasing, fabrication, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different submittals involving related elements so processing will not be delayed by need to postpone review of submittals until related submittals are received.
 - 3. Owner reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 4. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

- B. Processing: Allow Owner sufficient review time so that work will not be delayed as a result of time required to process submittals, including time for resubmittals.
 - 1. Allow not less than 15 days for Owner's review; allow additional time if processing must be delayed to permit coordination with subsequent submittals.
 - 2. If Owner requires resubmittal of an item, process subsequent submittal in same manner as initial submittal.
 - 3. Allow 15 days for processing each resubmittal.

SECTION 01300 - SUBMITTALS

4. Extension of Contract Time will not be authorized because of failure to transmit submittals to Owner sufficiently in advance of Work to permit processing.
- C. Submittal Preparation: Place an identification label or title block on each submittal.
1. Submit 5 copies of each submittal unless otherwise indicated in another section of the specifications.
 2. Furnish an adequate space on label, or beside title block on Shop Drawings, to record Contractor's review and approval markings.
 3. Include the following information on label or title block:
 - a) Project name : Chatham County Slip 1 Dredging
 - b) Name of A/E: Ball Maritime Group LLC
 - c) A/E Project No. 21-1020
 - d) Date.
 - e) Contractor's name.
 - f) Related Specification Section number.
 - g) Drawing numbers and detail references, as appropriate.
- D. Transmittal: Include a transmittal form or letter with each submittal.
1. On transmittal, record relevant information and, if appropriate, requests for data. On form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
 2. Include Contractor's certification that information complies with Contract Document requirements.
 3. Submittals received from sources other than Contractor will be returned without action.
- E. Delivery:
1. Mail submittals to:

Attn: Jason P. Ball, P.E.
Ball Maritime Group LLC
4 Cedar View Court
Savannah, Georgia 31410
- OR
2. Email submittals to:
jason@ballmaritime.com

1.3 A/E'S ACTION

SECTION 01300 - SUBMITTALS

- A. Except for information-type submittals, A/E will review and mark submittals to indicate actions taken and instructions to Contractor, and then return an appropriate number of copies to Contractor.
- B. A/E will affix to submittals a self-explanatory stamp, marked to indicate one of the following:
 - 1. If marked "Approved," that portion of Work represented by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend on compliance.
 - 2. If marked "Approved with Corrections Noted," that portion of Work represented by submittal may proceed provided it complies with noted corrections and requirements of Contract Documents; final acceptance will depend on compliance.
 - 3. If marked "To be Revised and Resubmitted," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Revise submittal in accordance with notations; resubmit without delay.
 - 4. If marked "Rejected--See Remarks," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Prepare new submittal in accordance with notations; resubmit without delay.
- C. A/E will review Contractor's Construction Schedule, Product List, Submittal Schedule, and other similar information-type submittals to determine if A/E has objections to information contained therein. If it has no objections, A/E will mark submittals "Action Not Required," and then return an appropriate number of copies to Contractor.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Within 10 days of date of Commencement of Work, but not later than date of submission of Schedule of Values, submit to A/E five copies of horizontal barchart-type Construction Schedule.
- B. Use a separate time-bar for each significant construction activity; mark each time-bar to describe its relationship to breakdown of units of Work identified in Schedule of Values.
- C. Furnish a separate set of time-bars for each major portion of Work.
- D. Provide a series of continuous vertical lines to identify first working day of each week.
- E. Within each time-bar, identify planned completion percentage in 25% increments. As Work progresses, place a contrasting mark in each bar to identify actual percent completion.

SECTION 01300 - SUBMITTALS

- F. Prepare schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.
- G. Coordinate Construction Schedule with Schedule of Values, Submittal Schedule, and Applications for Payment.
- H. Indicate completion of Work in advance of date established for Substantial Completion; allow adequate time on schedule for A/E's procedures necessary for certification of Substantial Completion.
- I. Unless A/E objects to Contractor's initial construction schedule, one copy will be returned to Contractor marked "Action Not Required."
- J. Update and resubmit Construction Schedule as follows:
 - 1. Submit three copies to A/E with each Application for Payment.
 - 2. If an event occurs which adversely affects barchart data, submit five copies of revised schedule to A/E within five days of event giving rise to change.
- K. Copies accompanying Applications for Payments will not be returned to Contractor. For those situations requiring submission of five updated copies, the A/E will, unless it objects to modifications contained in updated document, return one copy to Contractor marked "Action Not Required."

1.5 SHOP DRAWINGS

- A. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar documents in accordance with the technical specification.

If corrections are required after the Owner's review, two copies of marked-up drawings will be returned to the General Contractor for necessary revisions. General Contractor shall then resubmit four (4) prints of corrected drawings for final review and proper distribution. However, if for any reasons further corrections are necessary, follow the above procedure until no corrections are required. Contractor is to furnish to the Owner, prior to completion of the Work, one (1) complete set of legible mylar reproductions, full size (24 x 36 inches) which are revised and marked "**AS BUILT**" for all arrangement, electrical/electronic wiring diagrams and schematics for all electrical components, bills of materials, shipping and erection drawings, and (1) complete set of above on compact disk (AutoCAD version 2021).

Final as built drawings will also include two (2) complete sets of electrical/electronic wiring diagrams and schematics for all electrical components (8 1/2" x 11") which shall be laminated or coated to endure outside weather conditions.

SECTION 01300 - SUBMITTALS

- B. Submit newly prepared documents drawn to accurate scale. Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings; standard information prepared without specific reference to Project will not be considered Shop Drawings.
- C. Collect Shop Drawings into a single submittal for each element of construction.
- D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.
- E. Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11", but no larger than 24" x 36".
- F. Unless otherwise specified, submit to A/E one correctable, black-line set of prints.

1.6 PRODUCT DATA

- A. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, and standard color charts. As a minimum, include data which documents the following:
 - 1. Manufacturer's printed recommendations.
 - 2. Compliance with specified industry and trade association standards.
 - 3. Compliance with recognized testing agency standards.
 - 4. Application of testing agency labels and seals.
 - 5. Notation of coordination requirements.
- B. Where special data must be prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
- C. Collect Product Data into a single submittal for each element of construction.
- D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.
- E. If Product Data includes information on materials or options which are not required, mark copies to indicate applicable information.
- F. Unless otherwise specified, submit to A/E six copies of each submittal; two copies will be returned to Contractor.

1.7 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report which provides the following:
 - 1. Date of construction activity.
 - 2. Brief identification of Work activities and areas of execution.
 - 3. List of subcontractors on Project site.
 - 4. Approximate count of construction personnel on Project site.
 - 5. High and low temperatures, description of general weather conditions.

SECTION 01300 - SUBMITTALS

6. Description of accidents.
 7. Description of emergencies and actions taken.
 8. Minutes of meetings conducted at Project site.
 9. Information about Work stoppages, delays, shortages and losses.
 10. Copy of orders and requests of governing authorities.
 11. Identification of services connected or disconnected.
 12. Description of tests conducted at Project site.
- B. Submit one copy of each report to A/E at weekly intervals; forward such copies by means ensuring A/E's receipt not later than five days following latest report date.

End of Section 01300

SECTION 02210
EROSION CONTROL

1. SCOPE:

Under this section shall be included all measures both temporary and permanent to control erosion and sedimentation, and protect all surface waters and property both on and off site. This shall include all labor, materials and equipment necessary to meet the requirements of this Section.

2. GENERAL:

It is the intent of this Specification that the Project and the Contractor comply with all applicable requirements of the Erosion and Sedimentation Act of 1975, local regulations and ordinances, and the current edition of the Manual for Erosion and Sediment Control in Georgia. Contractor shall provide qualified personnel to perform the daily inspections indicated on the plans.

The Manual for Erosion and Sediment Control in Georgia further defines practices and requirements. The Contractor is responsible for maintaining all sediment and erosion control measures on the project site during construction. The Contractor is responsible for any damage caused due to failure to implement these requirements. A Soil Erosion and Sedimentation Control Permit has been obtained by the Owner, if required, so that periodic inspections may be made by the County. The Contractor is to cooperate with the person performing these inspections.

3. PLANS:

A Soil Erosion and Sedimentation Control Plan is included in the Contract Documents and is to be implemented as a part of the procedures necessary to implement requirements of the Act and applicable local regulations.

4. IMPLEMENTATION:

Implementation of the requirements of the Act is based on the following principles:

- a) The disturbed area and the duration of exposure to erosion elements should be minimized.
- b) Stabilize disturbed areas immediately.
- c) Retain or accumulate runoff.
- d) Retain sediment.

- e) Do not encroach upon watercourses.

5. SYMBOLS:

The Soil Erosion and Sedimentation Control Plan contains standard symbols for the different types of measures for implementing the Act. These symbols are defined for conditions, design criteria and construction specifications in Sections II and III of the Manual.

6. SPECIFIC REQUIREMENTS:

a) All disturbed areas shall be grassed by seeding, fertilizing, mulching and watering to obtain a ground cover which prevents soil erosion.

b) All measures installed for sediment control shall be checked at the beginning and end of each day when construction is occurring to ascertain that the measures are in place and functioning properly.

c) Erosion control measures shall be inspected by the Contractor after each rainfall event and at least daily during prolonged periods of continuous rainfall. Contractor shall make repairs and adjustments as necessary to maintain the effectiveness of all sediment and erosion control measures.

d) All temporary erosion control measures shall be removed and disposed of off-site once final inspections are complete and vegetative cover is established. Final payment and/or retainage may not be released until the temporary measures are removed.

SECTION 02480
GRASSING

1. SCOPE:

This section includes fertilizing and grassing. In case of conflict between requirements of this Section and the Construction Plan, the Construction Plan requirements shall govern.

2. GENERAL:

All disturbed areas resulting from work under this Contract shall be grassed. For roads

When the amount of grassing exceeds one acre, samples shall be taken and analyzed for pH, calcium, magnesium and Soil Fertility needs. The analyses shall be the basis for determining the composition and application rate of the fertilizer and lime, and possible varieties of grass. When these tests are taken the results shall be submitted to the Owner.

3. FERTILIZING:

a) Material.

All areas to be grassed shall have fertilizer and lime applied as specified or as determined by the soil analyses.

Fertilizer shall be of such composition that when uniformly applied it will furnish not less than the following quantities of available plant food per 1,000 square feet:

Nitrogen	1.0 pounds
Phosphoric Acid	1.0 pounds
Potash	1.0 pounds

This is equivalent to a commercial 10-10-10 fertilizer. Commercial fertilizer blends which will give fractions exceeding these will be accepted, provided that no fraction exceeds the required by more than 2 times. The fertilizer shall be delivered to the job in original, unopened containers.

4. SEEDING:

Seed shall be delivered in suitable sealed containers labeled in accordance with applicable laws and regulations and including name and location of the producer. The pure live grass seed mixture shall be as follows:

a) Mixtures for Spring and Summer Planting-March 1 to September 1.

Bermuda, hulled 10 lbs/acre (March – June)

(Cynodon
dactylon)

Bermuda, unhulled
(Cynodon dactylon) 10 lbs/acre (July – August)

b) Mixtures for Fall and Winter Planting-September 1 to March 1.

Annual
Rye Grass 40 lbs/acre
(Lolium
Temulentum)

OR

Bermuda (Unhulled)
(Cynodon
dactylon) 10 lb/acre

Rye 30 lb/acre
(Secale cereale)

c) Application.

Seeds are to be sown by a mechanical spreader either hand operated or machine operated. Seeding equipment shall be such as will continuously mix the seeds to prevent segregation.

d) Soil Preparation.

Immediately before seeding, the soil shall have been properly prepared for seeding. Immediately after the seed has been sown, the entire area shall be raked lightly and rolled lightly to pack the soil firmly around the seed.

Seeded areas shall be moist when seeding and shall be kept moist by sprinkling until a good stand of grass is obtained (minimum of two weeks) and until the work is accepted by the Owner. Reseeding shall be done by the Contractor at his own expense as may be necessary to obtain a satisfactory stand of grass.

The Contractor shall use mulch or other additive materials when conditions do not allow an acceptable stand of grass to grow. Mulch and additive materials shall contain no weed seeds.

5. MAINTENANCE AND RESEEDING:

All seeded areas shall be maintained without additional payment until acceptance of the

Contract and any regrading, refertilizing, or reseeding shall be done at the Contractor's expense. Any areas which fail to show a "catch" or uniform stand, for any reason whatever, shall be reseeded with the original mixture, and such reseeding shall be repeated until final acceptance. The Contractor shall properly water, mow, and otherwise maintain all seeded areas until final acceptance.

Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, refertilizing, and reseeding by the Contractor at his expense if such damage occurs prior to acceptance of the Contract.

6. SUBMITTAL:

Manufacturer's data shall be submitted to the Engineer on grass seed and fertilizer before the materials are delivered to the project site.

SECTION 35 20 23

DREDGING

PART 1 GENERAL

1.1 DEFINITION

Hard Material - defined as material requiring the use of special equipment for economical removal, and including timbers or fragments too large to be removed in one piece by hydraulic dredging.

Silty Sand - material defined as sands with fines where more than 12 percent, but less than 50 percent, passes a 0.074 mm sieve.

1.2 SUBMITTALS

Owner approval is required for submittals with a "O" designation; submittals not having an "O" designation are for information only. When used, a designation following the "O" designation identifies the office that will review the submittal for the Owner. Submit the following in accordance with Section 01300 SUBMITTALS:

SD-01 Preconstruction Submittals Pre-dredge survey; O

Dredging and Disposal Plan; O

Work Plan(Narrative); O

Work Schedule; O

Contractor's Equipment List; O

Operations Plan; O

Equipment Management Plan; O

SD-02 Shop Drawings

Temporary Aids to Navigation; O

Turbidity Curtain Configuration w/ Calculations; O

Progress Hydrographic Surveys; O

Progress Chart; O

Daily Reports of Operations; O

1.3 MATERIAL TO BE REMOVED

The material to be removed is classified as new dredged material. Boring logs are included along with sediment testing results for reference (See Geotechnical Report). Geotechnical report is provided for reference only.

1.3.1 Hard Material

The removal of hard material is included. Should the Owner direct in writing that additional hard material be removed, the work shall be performed and an adjustment in the contract price or time for completion, or both, will be made in accordance with the unit costs provided by the Contractor. Blasting will not be permitted. Conduct operations in strict accordance with applicable regulations and in coordination with the Engineer.

1.4 ARTIFICIAL OBSTRUCTIONS

The Owner has knowledge of debris such as, but not limited to, pieces of timber and trash (See drawings for location and description). The Owner has no knowledge of existing wrecks, wreckage, or other material of such size or character as to require the use of special procedures for its economical removal. Prior to dredging, the Contractor shall attempt to remove debris encountered. Debris removed from the dredged area shall be removed from the water and not relocated within the water/or buried. Disposal shall be the responsibility of the Contractor and disposal shall be outside the limits of the project. In case the actual conditions differ from those stated or shown on the drawings, or both, an adjustment in contract price or time of completion will be made.

1.5 QUANTITY OF MATERIAL

The total amount of material to be removed from within the specified limits, including side slopes, and overdredge depths, is shown in the construction drawings.

1.6 OVERDREDGE DEPTHS

To cover unavoidable inaccuracies of the dredging processes, material actually removed to a depth of six inches below the depth specified and within the dredging limits will be measured and paid for at full contract price.

1.7 SIDE SLOPES

Dredging on side slopes shall follow, as closely as practicable, the lines indicated or specified. An allowance will be made for dredging beyond the lines indicated or specified for side slopes using the same overdredge allowance of six inches.

1.8 PERMIT

The Contractor shall comply with conditions and requirements of any applicable permits. Coordinate with the Owner for disposal of dredge material and debris.

1.9 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain during the life of the contract environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills, silt plumes or debris, that occur during the dredging operations. Comply with all regulations pertaining to water, air, and noise pollution. Contractor shall use a turbidity curtain system to reduce turbidity at the dredge/excavation areas to the maximum extent practical.

1.10 BASIS FOR BIDS

Base bids on the quantity of dredging/excavation indicated and not the quantity removed. Should the total quantity of dredging vary from that specified as the basis for bidding, the contract price will be adjusted in accordance with unit prices. The dredging conditions specified and indicated describe conditions which are known at the time of the survey indicated.

However, the Contractor is responsible for other conditions encountered which are not unusual when compared to the conditions recognized in the dredging business as usual in dredging activities such as those required under this contract.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 INSPECTION

Inspect the work, keep records of work performed, and ensure that gages, targets, ranges, and other markers are in place and usable for the intended purpose. Furnish, at the request of the Engineer, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When required, provide transportation for the Engineer and inspectors to and from the disposal area and between the dredging plant and adjacent points on shore.

3.2 CONDUCT OF DREDGING WORK

3.2.1 Order of Work

1. Mobilization & Set-up,
2. Pre-Dredge Survey (Inside basin),
3. Dredging in the basin:
Screening & Dredging to Elevation (-)16.00 feet NAVD88,
4. Post-Construction Survey (Inside basin), and
5. Equipment Removal & Demobilization.

See Construction Drawings for amounts of material to be dredged and depths.

Construction Activities by Adjacent Contractors - The project is within an active construction area. All movements, deliveries, and/or operations performed by the Contractor are subject to disruption other activities. Provide a Construction Activities Plan for coordination with the Owner and Engineer, identify mobilization equipment, intended operation, hours of operations, schedule, emergency contact and call down list, and procedures for mitigating a Hurricane.

The Engineer may direct the Contractor on the order of work as indicated above. The Owner reserves the right to change the order of work at any time.

3.2.2 Plan and Schedule of Work

a. Submit a Dredging and Disposal Plan one week prior to the preconstruction conference, to be approved by the Owner prior to dredging. The plan shall include the plant the Contractor intends to use and a schedule indicating starting and completion dates. The plan and schedule shall ensure the following:

1. Sufficient room within the placement area for proper control.
2. Equipment size and production rates suitable to the disposal area size and proper effluent discharge rates.
3. Performance of the work in strict accordance with the Contract.
4. Completion of the work within the time allowed by the Contract.
5. Coordinated schedule of dredging and disposal developed to.

b. Submit a Contractor's Equipment List including a description of the plant (including names of dredges and attendant plant) and equipment used in connection with the removal and transport of material and its intended area of work. Include equipment size and production rates suitable for the dredge and disposal area identifying size and proper effluent discharge rates. Include a list of all vessels and motorized equipment to be used onsite.

c. Submit Work Plan (Narrative), Work Schedule, and Contractor's Equipment List one week prior to the preconstruction conference. Describe the operations in the sequence they will be performed.

3.2.3 Interference with Navigation

a. Minimize interference with the use of channels and passages. The Engineer will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment, if necessary.

b. Coordination & Protection Plan - Prior to dredging, submit a Coordination & Protection Plan for protection of surrounding structures, equipment, and vessels. Contractor must address coordination with Owner regarding security and impacts to operations per this plan.

3.2.3.1 Compensation for Interruption of Operations

If dredging/excavation operations are interrupted due to the movement of vessels or floating equipment, an adjustment in the contract price or time for completion, or both, will be made as provided by the contract. The Contractor will coordinate with Owner and notify the Engineer on a daily basis regarding delays due to interruptions. The bid form includes an allowance for Contractor standby time.

3.2.4 Lights

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, barges, pipelines, ranges, and markers. Also, provide yellow lights for buoys that could endanger or obstruct navigation. When night work is in progress, maintain lights from sunset to sunrise for the observation of dredging operations. Lighting shall conform to USCG requirements.

3.2.5 Ranges, Gages, and Lines

Furnish, set, and maintain ranges, buoys, and markers needed to define the work and to facilitate inspection. Establish and maintain gages in locations observable from each part of the work so that the depth may be determined. Suspend dredging/excavation when the gages or ranges cannot be seen or followed. The Engineer will furnish, upon request by the Contractor, survey lines, points, and elevations necessary for the setting of ranges, gages, and buoys.

3.2.6 Plant

Maintain the plant, scows, coamings, barges, pipelines, and associated equipment to meet the requirements of the work. Promptly repair leaks or breaks along pipelines. Remove dredged material placed due to leaks and breaks.

3.2.7 Disposal of Excavated Material

Provide for safe transportation and disposal of dredged materials. Transport and dispose of dredged material from the site per the Contractor's approved Disposal Plan. The deposit of dredged materials in unauthorized places is not authorized. Comply with rules and regulations of USACE per the permit.

3.2.8 Method of Communication

Provide a system of communication between the dredge crew and the crew at the disposal area. A portable two-way radio is acceptable. Also provide communications between the Engineer during this operation.

3.2.9 Salvaged Material

Anchors, chains, firearms, and other articles of value, which are brought to the surface during dredging operations, shall remain or become the property of the Owner and shall be deposited on shore at a convenient location near the site of the work, as directed.

An Obstruction Survey of the areas to be dredged has been completed and is included with the project drawings.

3.2.10 Safety of Structures

The prosecution of work shall ensure the stability of bulkheads and other structures lying on or adjacent to the site of the work, insofar as structures may be jeopardized by dredging/excavation operations. Repair damage resulting from dredging/excavation operations, insofar as such damage may be caused by variation in locations or depth of dredging, or both, from that indicated or permitted under the contract.

3.2.11 Plant Removal

Upon completion of the work, promptly remove plant, including ranges, buoys, piles, and other markers or obstructions.

3.3 MEASUREMENT

Contractor shall take soundings before and after dredging. Surveys shall be completed in the NAVD88 datum.

3.3.1 Method of Measurement

The material removed will be measured by cubic yard, in place, by means of bathymetric survey taken before and after dredging. The drawings represent existing conditions based on current available information, but will be verified and corrected, if necessary, by surveys taken before dredging in each dredged area. Bathymetric surveys will be multi-beam; results of surveys will be the basis for payment. Areas surveyed more than 30 days prior to dredging will be re-surveyed when requested by the Engineer.

The Engineer has the option of conducting their own surveys if deemed necessary.

3.3.2 Progress Hydrographic Surveys

Contract depth will be determined by surveys or sweepings taken behind the dredge as work progresses. The Contractor shall take progress surveys or sweepings after each designated area is completed. Engineer will accept the work performed for each area before moving to the next subsequent area. The Contractor shall present each survey with a Progress Chart tracking overall dredge completion.

3.3.3 Monthly Estimates

Monthly estimates of work completed will be based on the result of soundings taken during the progress of the work. Deductions will be made for dredging and disposal not in accordance with the specifications.

3.3.4 Daily Reports of Operations

Daily Reports of operations shall be mandatory and are used to demonstrate a contractor's compliance with requirements of the project in a format approved by the Engineer. The report shall detail all dredge and disposal efforts including the length, width and depth of cut, grain size of material, density of discharge vs density of water, cubic meters pumped, total dredge material moved, down time including fueling, maintenance, harbor traffic or other Owner required stoppages and other such information as the Engineer deems helpful in tracing the execution of this project.

3.4 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of areas, which in the opinion of the Engineer, will not be affected by further dredging operations, each area will be examined by the Owner by surveying or sweeping, or both. Remove shoals and lumps by dragging the bottom or by dredging. However, if the bottom is soft and the shoal areas form no material obstruction to navigation, removal may be waived at the discretion of the Engineer. The Contractor will be notified when surveys or sweepings are to be made and will be permitted to accompany the survey or sweeping party and to inspect the data and methods used in preparing the final estimate. When areas are found to be in a satisfactory condition, the work therein will be accepted as complete.

Slip 1 Dredging
Hutchinson Island

Chatham County

Final estimates will be subject to deductions or correction of deductions previously made because of excessive overdredging, dredging outside or authorized areas, or disposal of material in an unauthorized manner. No additional payment will be made for dredging beyond the overdredge allowance.

-- End of Section --

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE**, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (CONTRACTOR)
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as procurement Chatham County Slip 1 Dredging (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____
Name

_____, _____
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **Chatham County Slip 1 Dredging** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

ATTACHMENT D

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its 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 CHATHAM 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 of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its 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 under a contract with _____ (name of contractor) on behalf of CHATHAM 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____

Bid No: _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status for Chatham County Benefit Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20 ____

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

REFERENCE FORM

REFERENCES - \$499,999 or more: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

- a. Project Name: _____
Location: _____
Owner: _____
Address: _____
City and State: _____
Contact: _____
Phone & Fax: _____
*Architect or Engineer: _____
Contact: _____
Phone & Fax: _____
Email: _____

- b. The awarded bid amount and project start date. _____
- c. Final cost of project and completion date. _____
- d. Number of change orders. _____
- e. Contracted project completion in days. _____
- f. Project completed on time. Yes _____ No _____ Days exceeded _____

- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? _____ If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? _____ If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

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LEGAL NOTICE
CC NO. 168375
Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on AUGUST 11, 2021 and publicly opened in Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406, for:
BID NO : 21-0087-4 CHATHAM COUNTY SLIP 1 DREDGING.

PRE-BID CONFERENCE: Conference will be held at The Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on JULY 28, 2021 at 10:00 A.M. You are strongly encouraged to attend.

The Bid Package can be downloaded and printed from the County website <http://purchasing.chathamcounty.org> Also, all firms requesting to do business with Chatham County must also register on-line at website:
<http://purchasing.chathamcounty.org>

Plans must be purchased at Clayton Digital Reprographics by logging into www.cdrepro.com. Login to DFS. New users must register. For technical support contact CDR at (912) 447-5445, fax (912) 233-7020 or email: cdrwest@cdrepro.com

For any additional questions regarding this bid, please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or rmarshall@chathamcounty.org

Bid Bond is required at the time of bid. (5% of total bid)
Payment and Performance Bonds (100% of bid) will be required for this project at the time of contract award.

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"


MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: **Jul. 14 , 2021**
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622