INVITATION TO BID

BID NO. 21-0055-4

<u>CHILDREN'S GARDEN AT THE COASTAL GEORGIA BOTANICAL GARDENS – PHASE I</u>

PRE-BID CONFERENCE: 10:00 AM, MAY 11, 2021 (AUDIO ONLY)

BID OPENING: 2:00 PM, MAY 25, 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.

X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS
X SURETY REQUIREMENTS - A Bid Bond of 5% with this ITB.
X PROPOSAL
PLANS/SPECIFICATIONS – Plan Sheets <u>must be</u> 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.
X_BID SCHEDULE
PERFORMANCE BOND - Required at the time of contract.
PAYMENT BOND – Required at the time of contract.
CONTRACT
X_LEGAL NOTICE
X_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,
X DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.

tax where their office is located.			
CURRENT TAX CERTIFICATE CITY COUNTY OTHER			
The Chatham County of Comminority and woman owned by businesses submitting bids or minority or woman owned busione or more minority/female in and directed by one (1) or more status as applicable:	usinesses. In order proposals are encountered as a buildividuals and whose	to accurately raged to repousiness with a daily business	document participation, ort ownership status. A t least 51% ownership by soperations are managed
African-American	Asian American	H	lispanic
Native American or Alaskan In	dian V	Voman	
In the award of "Competitive S of several evaluation criteria use for Proposal.	ealed Proposals", mined in the award proce	nority/female ss when specif	participation may be one ied as such in the Request
RECEIPT IS HEREBY ACKNO	WLEDGED OF ADDI	ENDA NUMB	ER(S)
The undersigned bidder certifies and acknowledges that his/her facause for disqualifying his/her bid	ilure to return each, co	d the above lis ompleted and s	ted and marked documents signed as required, may be
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: April 22, 2021

BID NO. 21-0055-4

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, MAY 25, 2021, Due to the current Pandemic, along with drop off, mailing / shipping, you can send your BID PACKAGE electronically via email, but still must be received prior to 2:00pm, MAY 25, 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.

Due to the current Pandemic, An <u>Audio Only Pre-Proposal Conference</u> has been scheduled for <u>MAY 11, 2021, at 10:00 AM.</u>, Participants may attend by calling 1-888-585-9008, conference room code 743-636-882, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms attending remotely are asked to mute phones when not speaking, in consideration of others. You are encouraged to call and participate.

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 <u>IS</u> 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 <u>Code of Chatham County</u>, 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 <u>duplicate</u> 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 stature, 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.
- 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 11April 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 <u>sixty (60)</u> 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.
- 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;
 - 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 <u>Chatham County Purchasing Procedures Manual</u>, 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 unresponsible 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 <u>must state</u> 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.
- 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 **270** 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 **\$500** 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 <u>nonresponsive</u>.

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.
	nal cost of project and completion date.
	imber of change orders.
	ontracted project completion in days.
	oject completed on time. Yes No Days exceeded
Lis	st previous contracts your company performed for Chatham County by Project Title, date
	and awarded/final cost.
На	as contractor ever failed to complete a project? If so, provide explanation.
	eve any projects ever performed by contractor been the subject of a claim or lawsuit by or
110	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 <u>METHOD OF COMPENSATION</u>. 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.

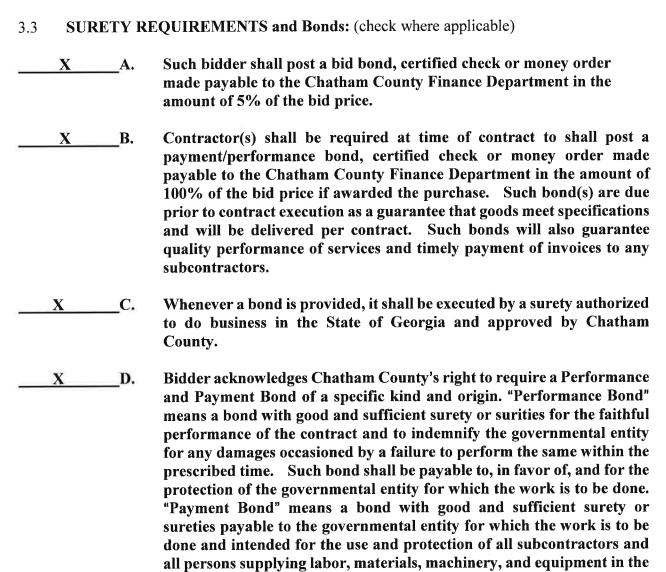
As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the County shall retain 10% of the gross value of the completed work as indicated by the current estimate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

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.



prosecution of the work provided for in the public works construction contract.

X 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		
	SIGNATU	RE
	TITLE	-
	COMPAN	ΙΥ
	Phone / Fax No's, / e-m	ail

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.

A Performance Bond 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. 21-0055-4

CHILDREN'S GARDEN AT COASTAL GEORGIA BOTANICAL GARDENS - PHASE I

The Children's Garden at Coastal Georgia Botanical Gardens project is inside the gates of the Coastal Georgia Botanical Gardens (CGBG), located at 2 Canebrake Road, Savannah, GA 31419. The Children's Garden will be constructed in phases; this is Phase I. This project will consist of demolition and clearing of approximately 0.99 acres. Site work will include site grading and drainage, erosion and sediment control, storm pipe removal, relocation of rain gauges, re-routing of water line, and tree protection and relocations. There are several unique features to be built on the site, including a large snake-shaped berm, a vegetated dome, scrambling boulders, and a fruit tree tunnel. Other site elements to be constructed include a kitchen garden and an amphitheater / outdoor classroom. Landscape plantings include trees, shrubs, topiaries, vegetables, groundcover, sod, vines, and wildflower seed mixes. Electrical work and irrigation are also required.

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 <u>270</u> CALENDAR DAYS AFTER THE TEN DAY PERIOD.

CHILDREN'S GARDEN AT COASTAL GEORGIA BOTANICAL GARDEN

ITEM	QTY	UNIT	UNIT PRICE	ITEM TOTAL
SITE PREP / EROSION CONTROL / DEMOLITION / GRADING COMPLETE				
MOBILIZATION/GENERAL CONDITIONS	1	LS		\$
PALM RELOCATION	2	EA		\$
TREE PRUNING	1	LS		\$
INITIAL EROSION, SEDIMENT & POLLUTION CONTROL (ESPC) PLAN				
CONSTRUCTION EXIT	1	EA		\$
INLET SEDIMENT TRAP	6	EA		\$
SILT FENCE - TYPE S	1000	LF		\$
SEDIMENT BASIN - SD4	1	EA		\$ -
MAINTENANCE OF MULCH AND GRASSING	0.95	AC		\$
TREE PROTECTION FENCE	1100	LF		\$
SITE CLEARING & SITE DEMOLITION				
TEMPORARY CONSTRUCTION/SECURITY FENCE	1100	LF		\$
CLEARING & GRUBBING - CHIP & HAUL OFFSITE	0.20	AC		\$
RELOCATION OF TEMPORARY STORAGE UNITS	1	LS		\$
REMOVE SIDEWALK	1050	SF		\$ -
REMOVE STORM SEWER UP TO 24"	140	LF		\$
UNDERGROUND UTILITY REMOVAL	358	LF		\$ -
HAUL OFF PAVEMENT/DEBRIS	25	CY		\$ -
REMOVE TREE	14	EA		\$
		SITE	PREP - SUBTOTAL	\$ -

TILITIES / GRADING / SITE INFRASTRUCTURE			
GRADING & DRAINAGE			
12" HDPE	490	LF	\$
15" HDPE	190	LF	\$
4" PVC	25	LF	\$
8" PVC	34	LF	\$
4" NYLOPLAST STORM STRUCTURE 0-4 FT DEPTH	1	EA	\$
8" NYLOPLAST STORM STRUCTURE 0-4 FT DEPTH	2	EA	\$
12" NYLOPLAST STORM STRUCTURE 0-4 FT DEPTH	5	EA	\$ ~
15" NYLOPLAST STORM STRUCTURE 0-4 FT DEPTH	1	EA	\$ 2
18" NYLOPLAST STORM STRUCTURE 0-4 FT DEPTH	3	EA	\$ 72
24" NYLOPLAST STORM STRUCTURE 0-4 FT DEPTH	1	EA	\$) in
OUTLET HEADWALL AND RIP RAP APRON	1	LS	\$ - 2
FINE GRADING	0.95	AC	\$ 74
MASS GRADING CUT/FILL	900	CY	\$
UNSUITABLE MATERIAL HAUL OFF & REPLACE	1	ALLOW	\$ 25

ITEM	QTY	UNIT	UNIT PRICE	TEM TOTAL
OTHER UTILITIES				
4" PVC WATER SERVICE LINE (RE-ROUTE)	120	LF		\$
SITE ELECTRICAL (POWER / LIGHTING / SECURITY)	1	LS		\$ i i
UTILITY / TEMP VAULT SCREENING	1	ALLOW		\$ ŝ
	UTILITIES / SI	TE INFRASTRUCT	URE - SUBTOTAL	\$ 3

PERIMETER WALK AND COMMON AREAS				
HARDSCAPE				
4" COMPACTED CRUSHED GRANITE PATH WITH #57 BASE	12892	SF		\$ 2
EQUIPMENT/SITE FURNISHINGS/STRUCTURES				
BENCH, TYP. (WITH CONC. SUB-BASE)	6	EA		\$ = =
LANDSCAPE				
PLANT SOIL MIXES (SOD AND SHRUBS)	140	CY		\$ - 4
ENGINEERED SOILS FOR TREES - 2' DEEP X 1460 SF	83	TON		\$
SHUMARD RED OAK TREES (16-18' HT.)	4	EA		\$ ia i
SOD (MOW EDGE)	7565	SF		\$ -
STEEL EDGING	3206	LF		\$ - 31
P	ERIMETER WA	LK/COMMON	AREAS - SUBTOTAL	\$ (#f)

<u>HARDSCAPE</u>				
PERMEABLE BRICK UNIT PAVER	665	SF		\$ (a):
EQUIPMENT/SITE FURNISHINGS/STRUCTURES				
RAISED VEGETABLE PLANTERS	1	LS		\$ (#):
CONC. RETAINING PLANTER WALL (1'2" FT. HIGH, BOARDFORM FINISH)	60	LF		\$
ENTRY TRELLIS	1	EA		\$ 147
RAIN CISTERN, GUTTER COLLECTION SYSTEM AND CONTROL VALVE	1	LS		\$ 3900
<u>LANDSCAPE</u>				
SWEET BAY TREE (8-10' HT.)	1	EA		\$
GERMANDER	82	EA		\$
GOLDEN HONEYSUCKLE	2	EA		\$ _ >
PARSLEY	11	EA		\$ 363
ROSEMARY TOPIARY CONE	8	EA		\$
KITCHEN GARDEN MIX	585	SF		\$ <u>;</u>
PLANT SOIL MIXES (SOD AND SHRUBS)	53	CY		\$ (E)
		KITCHEN G	ARDEN - SUBTOTAL	\$ -

ITEM	QTY	UNIT	UNIT PRICE	ITEM TOTAL
AMPHITHEATER				
HARDSCAPE				
WOOD DECK STAGE	287	SF	\$	
CONCRETE STAGE FOUNDATION AND ADA RAMP	85	SF	\$	
SEAT WALL (1' 3" FT. HIGH, BRICK VENEER - BOTH SIDES)	35	LF	\$	927
RETAINING SEAT WALL (1' 3" FT. HIGH, BRICK VENEER - ONE SIDE)	97	LF	\$	20
RETAINING BRICK WALL (1'3"-3'3" FT. HIGH)	46	LF	\$	220
8' HIGH PLANTED MESH FENCE - MOUNTED ON 3'3" - 4'3" CONC, RETAINING WALL	90	LF	\$	74
EQUIPMENT/SITE FURNISHINGS/STRUCTURES				
8' HIGH FREESTANDING PLANTED FENCE	70	LF	\$	
20' DIA. PLANTED DOME TRELLIS STRUCTURE, INSTALLED WITH HEADER CURB	1	LS	\$	29
LANDSCAPE				
PLANT SOIL MIXES (SOD AND SHRUBS)	6	CY	\$	200
ENGINEERED SOILS FOR TREES, 2' DEEP X 950 SF	54	TON	\$	
REINFORCED FIBERSOILS (AMPHITHEATER BERM)	1,184	SF	\$	76
SAUCER MAGNOLIA TREES (8-10' HT.)	6	EA	\$	12
VINES	32	EA	\$	Ç.
GROUNDCOVER	53	EA	\$	
CICONDOGVEIC				
SOD BERM	1,320	SF AMPHITH	EATER - SUBTOTAL \$	
SOD BERM PLANTED TUNNEL	1,320			
SOD BERM LANTED TUNNEL PLANTED STRUCTURE		AMPHITH	EATER - SUBTOTAL \$	
SOD BERM LANTED TUNNEL PLANTED STRUCTURE FRUIT TREE TUNNEL STRUCTURE	1,320			
SOD BERM LANTED TUNNEL PLANTED STRUCTURE FRUIT TREE TUNNEL STRUCTURE LANDSCAPE	1	AMPHITH LS	EATER - SUBTOTAL \$	-
LANTED TUNNEL PLANTED STRUCTURE FRUIT TREE TUNNEL STRUCTURE LANDSCAPE PLANT SOIL MIXES (SOD AND SHRUBS)	1	LS CY	EATER - SUBTOTAL \$	
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	ITEM	QTY	UNIT	UNIT PRICE		ITEM TOTAL
	ROOT BARRIER (BAMBOO)	50	LF		\$	
	STEEL EDGING (SNAKE BERM)	1,630	LF		\$	9
	WILDFLOWER	PLAY MEAD	OW AND SNAKE B	ERM - SUBTOTAL	\$	34)
IISCELLANEOUS					_	
	LANDSCAPE WARRANTY (1 YEAR)	1	LS		\$)A(
	SIGNAGE (ENTRY/INTERPRETIVE)	1	EA		\$	**
	IRRIGATION SYSTEM	26,947	SF		\$	(F)
	FIELD CONDITION ALLOWANCE		ALLOWANCE		\$	10,000.00
			MISCELLAN	EOUS SUBTOTAL	\$	₩ 2
			TOTAL CONST	RUCTION COST	\$	
					_	
		1	TOTAL PHASE 1	PROJECT COST	\$	
		7	TOTAL PHASE 1	PROJECT COST	\$	
IAME / TITLE		1	ΓΟΤΑL PHASE 1	PROJECT COST	\$	
		7	TOTAL PHASE 1	PROJECT COST	\$	-
NAME / TITLE COMPANY ADDRESS		7	TOTAL PHASE 1	PROJECT COST	\$	
COMPANY		7	TOTAL PHASE 1	PROJECT COST	\$	

LIST OF SUBCONTRACTORS

TYPE OF WORK	
THE OF WORK	
n.	
	TYPE OF WORK

GENERAL REQUIREMENTS

PART 1: POST-CONSTRUCTION INSPECTION

1.1 POST-CONSTRUCTION INSPECTION

A. The contractor shall provide and pay all costs of a video inspection record of the completed pipe systems produced by a qualified sewer inspection company or agency (Chatham County inspection crews are acceptable; however, the Contractor shall remain responsible for paying all costs). The video inspection record shall be provided on standard DVD and compatible with County viewing software. All deficiencies identified by the inspection shall be corrected by the Contractor prior to acceptance of the work as substantially complete.

PART 2: STAKING

2.2 CONSTRUCTION STAKING AND CONTROL OF WORK

A. The Contractor shall have a registered surveyor establish benchmarks for vertical and horizontal controls. The construction stakeout, demarcation of project limits, and property line shall be the responsibility of the Contractor. Ongoing control of the project work shall be the responsibility of the Contractor. The cost for resurvey work to reestablish initial project controls shall be paid for by the contractor.

PART 3: DOCUMENTATION

3.1 DOCUMENTATION TO BE PROVIDED WITH REQUESTS FOR PAYMENT

A. In addition to the documentation described elsewhere in the Contract Documents, the Contractor shall submit with each request for payment the following:

- 1. Inspection reports of the sediment and erosion control facilities as described in the General Permit No. GAR100002. A copy of the Georgia Soil and Water Conservation Commission certification card(s) of the person(s) completing the reports shall also be submitted. Missing or incomplete documentation of inspection reports may be cause for delay or denial of payment.
- 2. Daily precipitation data for the period from the date of the last request for payment to the current date for the request for payment.
- 3. Copies of material delivery tickets. The Contractor shall be responsible for collecting these documents at the time of delivery. The delivery tickets shall not relieve the Contractor of his responsibility to ensure the materials in accordance with the contract documents. Missing or incomplete documentation of delivered materials may be cause for delay or denial of payment.
- 4. Prior to submitting a request for payment, the Contractor shall review the extent of work completed with the County's representative for accuracy and completeness.

PART 4: EROSION AND SEDIMENTATION CONTROL

4.1 DUTIES

- A. The contractor will be responsible for installation, maintenance, and repair of the sedimentation and erosion control facilities and for any modifications or adjustment necessary for the project to remain in compliance with the Georgia Erosion and Sedimentation Act during performance of the work. The Contractor will have on site at all times of construction activity a Georgia Soil and Water Conservation Commission Level 1A certified person.
- B. The contractor shall perform sediment and erosion control inspection and reporting requirements, recording daily precipitation amounts, and other duties as described in the contract documents. Inspection reports shall be provided on forms provided by the County or as approved by the County. Signed copies of the Contractor's reports shall be submitted to the County with each Request for Payment. Water quality testing and reporting will be provided by the County.
- C. The total contract amount will be reduced by an amount as specified in the fines section below for each occurrence of failure to conform to the sediment and erosion control requirements of the contract. For the purpose of this paragraph an occurrence shall be defined as each 24-hour period with consecutive 24-hour periods being measured as separate occurrences. This fee shall be in addition to any penalties or assessments made against the Contractor for non-compliance of the Georgia Water Quality Control Act.

PART 5: FINES AND LIQUIDATED DAMAGES

5.1 FINE

A. A \$500 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 of the Georgia Water Quality Control Act.

5.2 LIQUIDATED DAMAGES

A. Liquidated Damages shall be assessed at \$500 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. Bidders shall not use this Allowance to assume any Contractor costs known or unknown at the time of bidding. Chatham County must approve use of the Allowance. 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

7.1 REQUIREMENTS

- A. Work hours shall be limited to 7:00 am to 7:00 pm daily. Any work requiring testing services shall be limited to Monday through Friday and shall exclude holidays unless otherwise approved by Chatham County.
- B. All work is to be performed within the proposed limits of disturbance. Permission to use private property outside of this area shall be obtained by the Contractor in writing. Copies of such agreements shall be provided to the Chatham County Engineering Department.
- C. The Contractor will pay for all materials testing as required by the contract. Testing will be performed by an independent testing lab that is hired by the County. The County will not pay for testing in support of Contractor operations/schedule. The Contractor will be required to pay for failed tests.
- D. Clearing debris may not be chipped and spread on the project site.
- E. The Contractor shall comply with all local, state and federal regulations as they pertain to construction activities (erosion control, etc.).
- F. Water past the date of substantial completion of the work shall be provided on seeded areas to achieve full coverage of the area as accepted by Chatham County.
- G. Contractor shall utilize ingress / egress at the Highway 17 entrance to the property.
- H. Unsuitable material shall be removed and replaced with suitable material meeting the requirements of the specifications. Measurement of the unsuitable material shall exclude excavation of all materials within the limits of excavation shown on the drawings. Measurements of unsuitable material shall be made by cross section method as approved by Chatham County. Measurement by truck count will not be allowed unless otherwise stated.
- I. A detailed construction schedule for the project shall be provided to an approved by Chatham County prior to the beginning of demolition or construction.
- J. Submittals for the following items are required, but not limited to.
- a. All items on Materials Schedule
- b. Storm drain structures
- c. Storm drain pipe
- d. Plant materials
- e. Amended soils
- f. Grassing
- g. Irrigation

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 performance of the contract; and		es during the
2.	Each sub-contractor under the diffullowing written certification:	irection of the Contractor	shall secure the
		ž	(CONTRACTOR)
certifies to	Chatham County that a Drug-Fre	e Workplace will be prov	ided for the employees
during the	performance of this contract know	wn as_procurementChil	dren's Garden at the
Coastal Bota	anical Gardens - Phase I (PROJE	ECT) pursuant to paragrap	oh (7) of subsection (B) of
Code Section	n 50-24-3. Also, the undersigned	I further certifies that he/s	the will not engage in the
	nufacture, sale, distribution, posses		
		nance of the contract.	
			<u></u>
CONTRACT	OR	DATE	
NOTARY		DATE	

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that	I (We),
•	Name
Title	Name of Bidder
	tion of the privilege to bid/or propose on the following Children's Garden at the Coastal Botanical Gardens —
	Phase I t, covenant and agree as follows:
(1) No person shall be excluded from prodiscriminated against on the basis of race bid submitted to Chatham County or the	participation in, denied the benefit of or otherwise e, color, national origin or gender in connection with the performance of the contract resulting therefrom;
	this Company to provide equal opportunity to all otherwise interested with the Company, including those al minorities, and women;
aware of, understands and agrees to take	nowledge and warrant that this Company has been made affirmative action to provide minority and women acticable opportunities to do business with this Company
(4) That the promises of non-discriming throughout the duration of this contract of	nation as made and set forth herein shall be continuing with Chatham County;
	nation as made and set forth herein shall be and are hereby brated by reference in the contract which this Company
discrimination as made and set forth about	o satisfactorily discharge any of the promises of non- ove may constitute a material breach of contract entitling ault and to exercise appropriate remedies including but t.
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 compant 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.
Ι,	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:

DPC Form #45

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 <u>CHATHAM COUNTY</u> 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
Digitative of Francisco of Francisco
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)	e:
NOTE: The penalty for making false statements in offers is END OF DOCUMENT Mod. CC P & C 6/2005	prescribed in 18 U.S.C. 1001

E-1

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 Tota	1%	M/WBE Comb	oined	
The undersigned should for work listed in this so Board of Commissioner	chedule conditioned upo	eement with M/von execution of c	WBE Contractor id contract with the Cl	entified natham (herein County
Signature		Print			_
Phone ()					

ATTACHMENT G

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

By executing this affidavit under oath License or Occupation Tax Certificate benefit as reference in O.C.G.A. Sectibid for a Chatham County contract for person applying on behalf of individual	e, Alcohol License, Taxi Permit, Control on 50-36-1, I am stating the following	act or other public with respect to my		
1.) I am a citizen of the United States.				
OR				
2.)I an	n a legal permanent resident 18 years o	of age or older.		
OR				
immigrant under the Fe seq.) 18 years of age or	n an otherwise qualified alien (8 § USo ederal Immigration and Nationality Ac r older and lawfully present in the Uni	et (8 USC 1101 et ted States.*		
knowingly and willfully make	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			
of Georgia.	Signature of Applicant:	Date		
	Printed Name:			
	*			
SUBSCRIBED AND SWORN BEFORE ME ON THIS THEDAY OF, 20	*Alien Registration number for	non-citizens.		
Notary Public My Commission Expires:				

Project Name:
Location:
Owner:
Address:
City and State:
Contact:
Phone & Fax:
*Architect or Engineer:
Contact:
Phone & Fax:
Email:
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, te 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 or against the contractor? If yes, please identify the nature of such claim lawsuit, the court in which the case was filed and the details of its resolution.

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d. e.	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
date h.	List previous contracts your company performed for Chatham County by Project Title, e and awarded/final cost. 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
	or against the contractor? If yes, please identify the nature of such claim
or 1	awsuit, the court in which the case was filed and the details of its resolution.

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.
	Number of change orders.
e.	Contracted project completion in days.
	Project completed on time. Yes No Days exceeded
	List previous contracts your company performed for Chatham County by Project
Tit	tle, 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
lav	wsuit by or against the contractor? If yes, please identify the nature of
	ch claim or lawsuit, the court in which the case was filed and the details of its
	solution

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d. e.	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
	tle, 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
lav	vsuit by or against the contractor? If yes, please identify the nature of
suc	ch claim or lawsuit, the court in which the case was filed and the details of its
res	solution.

a.	Project Name:
	Location:
	Owner:
	Address:
	City and State:
	Contact:
	Phone & Fax:
	*Architect or Engineer:
	Contact:
	Phone & Fax:
	Email:
c. d. e.	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
g.	List previous contracts your company performed for Chatham County by Project e, date and awarded/final cost.
	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 suit by or against the contractor? If yes, please identify the nature of
	h claim or lawsuit, the court in which the case was filed and the details of its
	olution.

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

NOTE: All of the following items must be submitted with your Bid to be considered "responsive".

- 1. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB).
- 2. ORGINAL SURETY BOND (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEETS FILLED OUT.
- 3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
- 4. "LIST OF SUBCONTRACTORS" SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
- 5. **"% TO MBE SUBCONTRACTORS/SUPPLIERS' SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.
- 6. SECTION 2.31 OF ITB REFERENCES: Read this section and submit the correct number of "References" (based on total dollar amount of project) Note: Supply <u>ALL</u> the information that is requested for each Reference. NOTE: Forms for Reference Information are attached to this Bid Package.
- 7. ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT HTTP://PURCHASING.CHATHAMCOUNTY.ORG.
- 8. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru H). D-2 IS TO BE FILLED OUT FOR EACH SUBCONTRACTOR.

NAME/TILE	
COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP	
PHONE NUMBER	
FAX NUMBER	

LEGAL NOTICE CCNO. <u>168287</u> Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on MAY 25, 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: 21-0055-4 CHILDREN'S GARDEN AT THE COASTAL BOTANICAL GARDENS – PHASE I.

PRE-BID CONFERENCE: Due to the current Pandemic, the Pre-Bid Conference will be <u>Audio Only</u>. Contact number for the conference is listed in the Invitation To Bid. <u>The Audio Only Conference</u> will be held on <u>MAY 11, 2021, at 10:00 A.M.</u> You are encouraged to call and participate.

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

Plan sheets <u>must be purchased</u> 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 marshall@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: Apr. 27, 2021

Please send affidavit to:

Chatham County Purchasing & Contracting Department

1117 Eisenhower Drive, Suite C

Savannah, Georgia 31406

(912) 790-1622